



## COMMISSION MEETING AGENDA

Commission Chamber

Thursday, June 29, 2023

2:00 PM

### INVOCATION

Reverend Brendolyn Jenkins Boseman, Senior Pastor & Lead Servant, Hudson Memorial CME Church

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

### DELEGATION(S)

- A. **Mr. Richard Jones** to encourage the Commission to hire Ms. Douse as full time administrator

### CONSENT AGENDA

*(Items 1-2)*

### PUBLIC SERVICES

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

### PETITIONS AND COMMUNICATIONS

2. Motion to **approve** the minutes of the regular meeting of the Commission held on Tuesday, June 20, 2023.

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

**AUGUSTA COMMISSION**

### **AUGUSTA COMMISSION REGULAR AGENDA**

*(Items 3-24)*

### PUBLIC SERVICES

3. **Existing Location: A.N. 23-22:** A request by Jeffrey D. Switzer for an on-premise consumption **Liquor, Beer, & Wine** License to be used in connection with Tailwinds AGS, LLC located at 1501 Aviation Way. There will be **Sunday Sales**. District 1. Super District 9.

- 4. Existing Location: A.N. 23-23:** A request by Urvashiben Patel for a retail package **Beer & Wine** License to be used in connection with IN-N-OUT Market Lottery Store located at 1902 Windsor Spring Rd. District 6. Super District 10.
- 5. Existing Location: A.N. 23-24:** A request by Roderick D. Stokes for an on-premises consumption **Liquor, Beer & Wine** License to be used in connection with Lenox on Tenth, LLC located at 211 10th Street. There will be **Sunday Sales**. District 1. Super District 9.
- 6. New Location: A.N. 23-26:** A request by Israel Garcia for an on premise consumption **Liquor, Beer, & Wine** License to be used in connection with Taco Madre located at 3450 Wrightsboro Rd Ste D225. There will be **Sunday Sales**. District 2. Super District 9.
- 7. Existing Location: A.N. 23-25:** A request by Alfonzo Daggett for an on-premises consumption **Beer & Wine** License to be used in connection with Eclipse Lounge, LLC located at 3036 Deans Bridge Rd Unit 8. There will be **Dance**. District 5. District 9.
- 8.** Motion to transfer the deed for Blount Park to the Sand Hills Urban Development, Inc.
- 9.** Discuss the status of the hiring of Plan Reviewers for the Planning and Zoning Department from H.R. Director and the current status of the Planning and Zoning from the Director Carla Delaney. **(Requested by Commissioner Wayne Guilfoyle)**

#### **ADMINISTRATIVE SERVICES**

- 10.** Motion to approve change order #1 in the amount of \$394,606.41 with \$145,239.00 going to Johnson, Laschober & Associates and \$249,367.41 to R.D. Brown Contractors.
- 11.** Motion to approve one (1) Rehabilitation project located at 2121 Richards Road.
- 12.** Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for the remainder of calendar year 2023 (June – December 2023).
- 13.** Motion to **move** forward with a nationwide search for an Administrator using an outside firm to start the search within 2 weeks. **(Requested by Commissioner Wayne Guilfoyle).**
- 14.** Discuss the renaming of Fort Gordon to Fort Eisenhower as it pertains to the city and the businesses on Fort Gordon. **(Requested by Mayor Garrett Johnson)**
- 15.** Discuss the naming/renaming of the Augusta Riverwalk Park to the name of **Edward M. McIntyre, Sr. - Charles A. DeVaney Riverwalk Park** and placed their names on the entrance of the 8th Street bulkhead archway. **(Requested by Commissioners Bobby Williams, Francine Scott and Jordan Johnson)**
- 16.** Discuss the naming/renaming of the Augusta 8th Street Plaza to the **Edward M. McIntyre, Sr. Plaza at 8th Street**. **(Requested by Commissioners Bobby Williams, Francine Scott and Jordan Johnson)**
- 17.** Motion to approve Lead Hazard Reduction Project located at 237 Walker Street.

#### **ENGINEERING SERVICES**

- 18.** Motion to receive as information the new TIA updates website ([www.augustadtp.com](http://www.augustadtp.com)). Requested by Engineering.
- 19.** Approve Change Order one to Supplement Construction Contract to Horizon Construction & Associates, Inc. in the amount of \$483,469.00 for Tobacco Road Improvements and Various Sidewalk Rehabilitation Project. Requested by Engineering. Bid 20-247

## **FINANCE**

- 20.** Resolution to call for election on November 7, 2023 to authorize a ½% sales tax to be used for the construction of the new James Brown Arena Complex.

## **PUBLIC SAFETY**

- 21.** Information Only/ Emergency Purchase- Cameras for the Charles B. Webster Detention Center
- 22.** Motion to approve the acceptance of a \$53,550 BOOST Grant from the Georgia Department of Education.

## **APPOINTMENT(S)**

- 23.** Motion to **approve** the re-appointment of Ms. Shell Knox Berry to the Augusta Economic Development Authority, **(Requested by Commissioner Francine Scott)**

## **LEGAL MEETING**

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



## Commission Meeting

June 29, 2023

Delegation

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Mr. Richard Jones</b> to encourage the Commission to hire Ms. Douse as full time administrator
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>29 June</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Richard E Jones  
 Address: 2316 Tudor Dr  
 Telephone Number: 762-218-0794  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

Encourage the City Commission to hire  
Ms Douse as full time administrator  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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.

8:54am  
6/22/2023



## Commission Meeting

June 29, 2023

### Code Enforcement Ordinance Updates and Harrisburg Enterprise Zoning Ordinance

---

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

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 14. This ordinance shall become effective upon adoption.

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

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 2023

(SEAL)

AUGUSTA, GEORGIA

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

Garnett L. Johnson

Mayor

Attest:

\_\_\_\_\_  
Clerk of Commission  
STATE OF GEORGIA  
RICHMOND COUNTY

FIRST READING \_\_\_\_\_

SECOND READING \_\_\_\_\_

#### CLERK'S CERTIFICATE

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

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

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

Witness my hand and the official seal of Augusta, Georgia this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
Lena J. Bonner  
Clerk of Commission

## EXHIBIT A

## ARTICLE 5

## PERMITS, INSPECTIONS AND CERTIFICATES OF OCCUPANCY

Section 7-1-81 Permit application; exceptions.

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

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

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

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

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

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

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

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

### Section 7-1-81 Permit application; exceptions.

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

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

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

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

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

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

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

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

### Section 7-1-89. Conditions of permit.

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



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

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

#### Section 7-1-89. Conditions of permit.

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

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

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

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

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

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

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

## EXHIBIT B

## ARTICLE 8

## INTERNATIONAL PROPERTY MAINTENANCE CODE ADMINISTRATION AND ENFORCEMENT

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

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

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

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

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

2. For repeat and chronic violators of this Article:

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

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

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

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

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

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

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

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

#### NOTICES AND ORDERS

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

#### NOTICES AND ORDERS

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

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

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

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

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

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

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

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

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

#### MEANS OF APPEAL

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

#### MEANS OF APPEAL

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

## EXHIBIT C

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

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

## Sec. 7-2-3. Nuisances—Notice.

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

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

Sec. 7-2-5. Nuisances—Penalties.

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

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

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

2. For repeat and chronic violators of this Article:

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

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

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

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

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

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

**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

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



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

a.) *Pervasive Poverty:*

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

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

b.) *Unemployment:*

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

c.) *General Distress:*

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

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

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

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

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

a.) Occupation taxes;

b.) Building Permit Fees;

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

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

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

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

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

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

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

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

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

AUGUSTA, GEORGIA

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

Attest:

\_\_\_\_\_  
Clerk of Commission  
STATE OF GEORGIA  
RICHMOND COUNTY

FIRST READING \_\_\_\_\_

SECOND READING \_\_\_\_\_

CLERK'S CERTIFICATE

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

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

(SEAL)

---

Lena J. Bonner  
Clerk of Commission

DRAFT

EXHIBIT “A”

DRAFT

EXHIBIT “B”

DRAFT



## Commission Meeting

June 29, 2023

### Minutes

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the minutes of the regular meeting of the Commission held on Tuesday, June 20, 2023.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## COMMISSION MEETING MINUTES

Commission Chamber

Tuesday, June 20, 2023

2:00 PM

### PRESENT

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

### INVOCATION

Pastor Thom Davies, Asbury United Methodist Church

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

### RECOGNITION(S)

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

Presentations are made to the 2023 May Years of Service recipients.

### DELEGATION(S)

#### **B. Ms. Denice Traina and Mr. Benyeol Morgan Chair/Vice Augusta Transit Citizens Advisory Committee.**

Ms. Traina and Mr. Morgan did not appear before the Commission.

#### **C. Mr. Scott Hudson, Augusta Press regarding Sunshine Law and access to information. (Requested by Mayor Garnett Johnson)**

Presentation is made by Mr. Scott Hudson.

#### **D. Mr. William (Bill) Fennoy regarding naming of the Utilities Building after Director Tom Wiedmeier.**

Presentation is made by Mr. Fennoy.

Motion to approve starting the process to name the Utilities Building after Director Tom Wiedmeier and to name one of the ball fields at Diamond Lakes Park in honor of the late Commissioner Andy Cheek.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Voting Nay: Mason

Motion carries 9-1.

- E. Mr. Marion F. Williams regarding naming an Augusta Recreation Department's athletic ball field in honor of former Commissioner Andy Cheek. **(Requested by Commissioner Wayne Guilfoyle)**

Presentation is made by Mr. Williams.

## CONSENT AGENDA

*(Items 1-10)*

### PUBLIC SERVICES

1. **Motion to amend zoning petition Z-23-09 (Ordinance No. 7878)** which was **approved** by the Augusta Commission on **March 21, 2023 by removing** condition number 1 as follows: ***The owner shall first apply and obtain approval for a variance for the north side yard setback requirement for the lot containing the existing home prior to this rezoning application being placed on the agenda of the Augusta Commission for their approval***

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

2. **SE-23-02** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by TowerCom V-B, LLC on behalf of William Joseph Wilson, Sr. requesting a **special exception** to develop a telecommunications facility per Section 26-1(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 6.28 acres located at **4767 Mike Padgett Highway. Tax Map #302-0-009-00-0. DISTRICT 8**

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

3. Motion to **approve** a request for concurrence with the Augusta Georgia Planning Commission to approve a petition by HD Historic Properties on behalf of Clay Boardman & Marion Partners, LLC requesting a rezoning from zone B-2 (General Business) to zone PUD (Planned Unit

Development) affecting property containing approximately 0.21-acres located at **739 Broad Street**. Tax Map #037-3-123-00-0. **DISTRICT 1**

Motion to approve with the waiving of the 28-space parking requirement

Motion made by Garrett, Seconded by McKnight.

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

Substitute motion to approve the item as presented.

Motion made by Johnson, Seconded by Williams.

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

Voting Nay: Garrett, Smith-McKnight, Guilfoyle

Motion carries 7-3.

- 4. Z-23-25** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Rodney Cook requesting a rezoning from **zone A (Agricultural) to zone B-2 (General Business)** affecting property containing approximately 2.79 acres located at **3337 Gordon Highway**. Tax Map #104-0-003-00-0. Ft. Gordon notified 4/10/2023 **DISTRICT 3**

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

## **PUBLIC SERVICES**

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

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

## **ADMINISTRATIVE SERVICES**

- 6. Motion to approve additional Nationwide Enhancement programs to our current Government Deferred Compensation Nationwide 457Plan. Programs were presented to the Pension Committee on May 16, 2023, Committee requested programs be introduced to the Administrative Service Committee for Commission Approval. In addition, Nationwide will work with Human Resources to provide educational sessions to employees for the loan program and retirement enhancements.**

**1. Non-ERISA Plan Loan Program (Program allow employees to borrow against their savings beyond the 4 hardships approved by the IRS)**

**2. Income America and 5/5 programs, guaranteed lifetime income for retirement enhancement. additional program that benefits the retiree.**

Nationwide Representative Mr. Roland Wilson

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

## **ENGINEERING SERVICES**

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

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

## **PETITIONS AND COMMUNICATIONS**

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

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

## **APPOINTMENT(S)**

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

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

## **PUBLIC SAFETY**

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

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

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

**AUGUSTA COMMISSION**  
**REGULAR AGENDA**

(Items 11-27)

**PUBLIC SERVICES**

11. Motion to approve Runway 35 Special Authorization Category II (Low Visibility) Approach, Federal Aviation Administration (FAA) Reimbursable Agreement in the amount of \$\$1,306,593.64. Approved by the Augusta Aviation Commission on April 27, 2023.

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

12. **New Location: A.N. 23-15:** A request by Ma Felme Coburn for an on-premise consumption **Liquor, Beer & Wine** License for Augusta Hawaiian, LLC located at 2801 Washington Rd Ste 105. There will be **Sunday Sales**. District 7. Super District 10.

Motion to approve.

Motion made by Frantom, Seconded by Scott.

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

Mr. Garrett out.

Motion carries 9-0.

13. **Existing Location: 23-16:** A request by Florence Henley for an on premise consumption **Liquor, Beer & Wine** License to be used in connection with Tiffany's Eatery located at 828 Broad Street. District 1. Super District 9. Applicant failed to purchase the Alcohol License during renewal in the time allowed.

Motion to approve.

Motion made by Frantom, Seconded by Scott.

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

Mr. Garrett out.

Motion carries 9-0.



- 14. Existing Location: 23-17:** A request by Hemang D. Bhavsar for a retail package **Beer & Wine** License to be used in connection with Gas Express located at 1121 Fifteenth Street. District 1. Super District 9.
- Motion to approve.
- Motion made by Frantom, Seconded by Scott.
- Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
- Mr. Garrett out.
- Motion carries 9-0.
- 15. Existing Location: 23-19:** A request by Hemang D. Bhavsar for a retail package **Beer & Wine** License to be used in connection with Gas Express located at 912 Walton Way. District 1. Super District 9.
- Motion to approve.
- Motion made by Frantom, Seconded by Scott.
- Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
- Mr. Garrett out.
- Motion carries 9-0.
- 16. Existing Location: 23-18:** A request by Hemang D. Bhavsar for a retail package **Beer & Wine** License to be used in connection with Gas Express located at 2058 Central Ave. District 1. Super District 9.
- Motion to approve.
- Motion made by Frantom, Seconded by Scott.
- Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
- Mr. Garrett out.
- Motion carries 9-0.
- 17. Existing Location: 23-21:** A request by Eunice Yi for a retail package **Beer & Wine** License to be used in connection with Get It To Go located at 3379 Milledgeville Rd. District 2. Super District 9.
- Motion to approve.
- Motion made by Frantom, Seconded by Scott.
- Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
- Mr. Garrett out.
- Motion carries 9-0.
- 18. New Location Re-Approval: 22-36-2:** A request by Syderist Manuel for an on-premise consumption **Liquor, Beer & Wine** License to be used in connection with Bar & Patio located at 305 12th Street. District 1. Super District 9.

Motion to approve.

Motion made by Frantom, Seconded by Scott.

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

Mr. Garrett out.

Motion carries 9-0.

19. Motion to **approve** Augusta Regional Airport Contract with Independence Excavating, Inc. for Construction of Taxiway (Apron) G in the amount of \$11,877,051.10. Approved by the Augusta Aviation Commission on May 25, 2023. ITB 23-131

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

20. **Existing Location: 23-20:** A request by James Reese for a consumption on premise **Liquor, Beer & Wine** License to be used in connection with D'Boot's located at 917 Broad Street. District 1. Super District 9.

Motion to approve.

Motion made by Frantom, Seconded by Scott.

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

Mr. Garrett out.

Motion carries 9-0.

### **ADMINISTRATIVE SERVICES**

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

Motion to approve starting the process of naming the Utilities Building after Director Tom Wiedmeier and to name one of the ball fields at Diamond Lakes Park in honor of the late Commissioner Andy Cheek.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Voting Nay: Mason

Motion carries 9-1.

### **ENGINEERING SERVICES**

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

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

## **FINANCE**

- 23. Motion to approve General Obligation Bonds (SPLOST) Series 2023 bond resolution and authorize the Mayor and Clerk to sign all necessary documents.**

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

- 24. Receive written recommendation from the Administrator** regarding a funding request for the JA Discovery Center of the CSRA from Ms. Ashley Whitaker representative Junior Achievement of Georgia. **(Approved by the Augusta Commission June 6, 2023)**

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

## **APPOINTMENT(S)**

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

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

- 26. Motion to approve** the reappointment of **Mr. Steven Kendrick** to the Augusta Economic Development Authority. **(Requested by Commissioner Bobby Williams)**

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

Motion carries 10-0.

## **LEGAL MEETING**

**A. Pending and Potential Litigation**

**B. Real Estate**



## C. Personnel

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

### ADDENDUM ITEMS

1. Discuss Administrator's Job Description. (Referred from the Special Called Work Session held on Thursday June 15, 2023)

Commissioner Jordan Johnson objected to this item being added to the agenda.

2. Motion to approve the reappointment of Butch Gallop to the Augusta Economic Development Authority. (Requested by Commissioner Alvin Mason)

Unanimous consent is given to add this item to the agenda.

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

It was the consensus of the Commission that this item be approved without objection.

3. Motion to approve the appointment of Donnie Thompson to the Augusta Canal Authority representing District 4. (Requested by Commissioner Alvin Mason)

Unanimous consent is given to add this item to the agenda.

Motion to approve.

Motion made by Frantom, Seconded by Mason.

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

It was the consensus of the Commission that this item be approved without objection.

4. Update from the Homeless Task Force.

Motion to approve receiving this item as information.

Motion made by Johnson, Seconded by Scott.

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





## Commission Meeting

June 29, 2023

Alcohol Application

---

<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Julietta H. Walton, Business License & Customer Service Manager
<b>Caption:</b>	<b>Existing Location: A.N. 23-22:</b> A request by Jeffrey D. Switzer for an on-premise consumption <b>Liquor, Beer, &amp; Wine</b> License to be used in connection with Tailwinds AGS, LLC located at 1501 Aviation Way. There will be <b>Sunday Sales</b> . District 1. Super District 9.
<b>Background:</b>	This is an Existing Location. Formerly in the name of Doug DeLise.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a fee of \$5,610.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

Item 3.

**Case Number:** A.N. 23-22

**Application Type:** Consumption on Premise Liquor, Beer, Wine & Sunday Sales

**Business Name:** Tailwinds AGS, LLC

**Hearing Date:** June 29, 2023

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

---

**Applicant:** *Jeffrey D. Switzer*

**Property Owner:** Augusta

**Address of Property:** 1501 Aviation Way

**Tax Parcel #:** 159-0-002-00-0

**Commission District:** District: 1 Super District: 9

**Background:** Existing Location

---

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

- **Zoning:** L-I (Light Industrial) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer, Wine & Sunday Sales meets the minimum distance location to churches, schools, libraries, and public recreation areas.

**ADDITIONAL CONSIDERATIONS:**

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

thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

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

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

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

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

## **RECOMMENDATION:**

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

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

**ALCOHOL BEVERAGE APPLICATION**

Alcohol Number \_\_\_\_\_ Year 2023 Alcohol Account Number \_\_\_\_\_

1. Name of Business Tailwind AGS LLC
2. Business Address 1501 Aviation Way
3. City Augusta State GA Zip 30906
4. Business Phone (706) 798-3236 Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: Jeffrey D. Switzer  
408 Landmark Dr  
Wilmington, NC 28412
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant:  
Applicant taking over the concession contract at the Augusta Regional Airport
8. Business Location: Map & Parcel 159-0-002-06-0 Zoning H1
9. Location Manager(s) Ivory D. Washington
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(X) Yes ( ) No

**OWNERSHIP INFORMATION**

11. Corporation (if applicable): Date Chartered: 11/22/2022
12. Mailing Address:  
Name of Business Tailwind AGS LLC  
Attention \_\_\_\_\_  
Address 408 Landmark Dr  
City/State/Zip Wilmington, NC 28412
13. Ownership Type: (X) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Tailwind AGS LLC  
List name and other required information for each person having interest in this business.

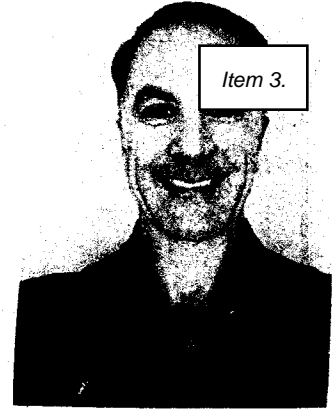
Name	Position	SSNO#	Address	Interest
Jeffrey D. Switzer	Pres, Treas., Sec.		408 Landmark Dr Wilmington, NC 28412	0%
Tailwind Hospitality Inc	Member	FEIN:	408 Landmark Dr Wilmington, NC 28412	100%

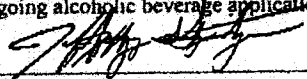
15. What type of business will you operate in this location?  
(X) Restaurant - Full ( ) Lounge ( ) Convenience Store  
( ) Restaurant - Limited ( ) Package Store ( ) Hybrid  
( ) Other: \_\_\_\_\_

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

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

16. Have you ever applied for an Alcohol Beverage License before: Yes, in other states  
If so, give year of application and its disposition: alcohol licenses were issued
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial JS



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. ( ) Yes (X) No  
If yes, give reason charged or held, date and place where charged and its disposition. \_\_\_\_\_
21. List owner or owners of building and property.  
City of Augusta
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 N/A C) School N/A  
B) Library N/A D) Public Recreation N/A
24. State of Georgia, Augusta-Richmond County, I, Jeffrey D. Switzer  
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 Jeffrey D. Switzer is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 24 day of MAY, in the year 2023

  
Notary Public

## FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

COPY

SARAH MCDRADE  
NOTARY PUBLIC  
New Hanover County  
North Carolina  
My Commission Expires 06/25/25



## Commission Meeting

June 29, 2023

Alcohol Application

---

<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Julietta H. Walton, Business License & Customer Service Manager
<b>Caption:</b>	<b>Existing Location: A.N. 23-23:</b> A request by Urvashiben Patel for a retail package <b>Beer &amp; Wine</b> License to be used in connection with IN-N-OUT Market Lottery Store located at 1902 Windsor Spring Rd. District 6. Super District 10.
<b>Background:</b>	This is an Existing Location. Formerly in the name of Aman Kumar Patel.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a fee of \$1,330.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** A.N. 23-23

**Application Type:** Retail Package Beer & Wine

**Business Name:** IN-N-OUT Market Lottery Store

**Hearing Date:** June 29, 2023

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

---

**Applicant:** *Urvashiben Patel*

**Property Owner:** 706 Augusta Investment, LLC

**Address of Property:** 1902 Windsor Spring Rd

**Tax Parcel #:** 110-4-160-01-0

**Commission District:** District: 6 Super District: 10

**Background:** Existing Location

---

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

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

**ADDITIONAL CONSIDERATIONS:**

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

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

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

**RECOMMENDATION:**

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

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

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

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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business IN-N-OUT Market Lottery Store  
2. Business Address 1902 Windsor Spring Road  
3. City Augusta State GA Zip 30906  
4. Business Phone (706) 303-8807 Home Phone (912) 536-2810  
5. Applicant Name and Address: Urvashiben Patel  
411 Pattery Dr.  
Augusta, GA 30907

6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_  
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_

8. Business Location: Map & Parcel 110-4-160-01-0 Zoning C3  
9. Location Manager(s) Malay Patel  
912-536-2810

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

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: Shree Keshavam Inc. (2/26/23)  
12. Mailing Address:  
Name of Business IN-N-OUT Market Lottery Store  
Attention Malay Patel  
Address 2781 Barton Chapel Rd  
City/State/Zip Augusta, GA 30906  
13. Ownership Type: (☒) Corporation ( ) Partnership ( ) Individual  
14. Corporate Name: Shree Keshavam Inc.  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Urvashiben Patel</u>	<u>owner</u>		<u>411 Pattery Dr</u> <u>Augusta, GA</u> <u>30907</u>	<u>100%</u>

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

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

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

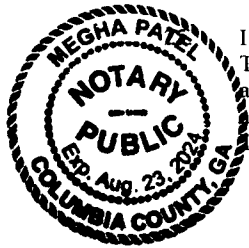
16. Have you ever applied for an Alcohol Beverage License before: yes  
If so, give year of application and its disposition: For Top Notch Liquor  
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes ( ) No If so, please initial UP

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (✓) No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. ( ) Yes (✓) No  
If yes, give reason charged or held, date and place where charged and its disposition. \_\_\_\_\_
21. List owner or owners of building and property.  
Urvashi Patel : 8
22. List the name and other required information for each person, firm or corporation having any interest in the business.  
Urvashi Patel - 100%
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  
A) Church \_\_\_\_\_ C) School \_\_\_\_\_  
B) Library \_\_\_\_\_ D) Public Recreation \_\_\_\_\_
24. State of Georgia, Augusta-Richmond County, I, \_\_\_\_\_  
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.

Urvashi Patel  
Applicant Signature

I hereby certify that Urvashi Patel is personally known to be,  
That he/she signed his/her name to the forgoing allocation stating to me that he/she knew  
and understood all statements and answers made herein, and, under oath actually  
administered by me, has sworn that said statements and answers are true.

This 30th day of May, in the year 2023



Urvashi Patel  
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

COPY



## Commission Meeting

June 29, 2023

Alcohol Application

<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Julietta H. Walton, Business License & Customer Service Manager
<b>Caption:</b>	<b>Existing Location: A.N. 23-24:</b> A request by Roderick D. Stokes for an on-premises consumption <b>Liquor, Beer &amp; Wine</b> License to be used in connection with Lenox on Tenth, LLC located at 211 10 <sup>th</sup> Street. There will be <b>Sunday Sales</b> . District 1. Super District 9.
<b>Background:</b>	This is an Existing Location. Formerly in the name of Eric Kinlaw.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a fee of \$1,330.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** A.N. 23-24

**Application Type:** Consumption on Premise Liquor, Beer, Wine & Sunday Sales

**Business Name:** Lenox on Tenth, LLC

**Hearing Date:** June 29, 2023

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

---

**Applicant:** *Roderick Delwi Stokes*

**Property Owner:** The Beehive Group, LLC

**Address of Property:** 211 10<sup>th</sup> Street

**Tax Parcel #:** 037-3-273-00-0

**Commission District:** District: 1 Super District: 9

**Background:** Existing Location

---

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

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer, Wine & Sunday Sales meets the minimum distance location to churches, schools, libraries, and public recreation areas.

**ADDITIONAL CONSIDERATIONS:**

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

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

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

**RECOMMENDATION:**

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

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

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



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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business Lenox On Tenth, LLC
2. Business Address 211 10th Street
3. City Augusta State Georgia Zip 30901
4. Business Phone ( ) \_\_\_\_\_ Home Phone (706) 799-4250
5. Applicant Name and Address: Roderick Delwil Stokes  
1228 Oak Ridge Plantation Road  
Hephzibah, Georgia 30815
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant:  
N/A
8. Business Location: Map & Parcel 037-3-273-00-0 Zoning Commercial
9. Location Manager(s) Aris Reed
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(X) Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05/02/2023
12. Mailing Address:  
Name of Business Lenox On Tenth  
Attention Roderick Stokes  
Address 211 10th Street  
City/State/Zip Augusta, Georgia 30901
13. Ownership Type: ( ) Corporation (X) Partnership ( ) Individual
14. Corporate Name: Lenox On Tenth, LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Robert Stokes	President	-	2007 Flintwood Dr, Augusta, GA 30909	35%
Antonio D. Clark	Vice President		2111 Swindon Dr, Augusta, GA 30909	30%
Aris Reed	CFO		639 Ventana Dr, Evans, GA 30809	30%
Roderick D. Stokes	Member		1228 Oak Ridge Plantation Road, Hephzibah	5%

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
Wholesale					

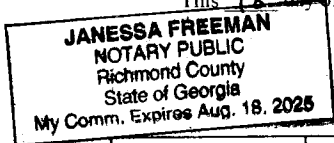
Total License Fee: \$ \_\_\_\_\_  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

16. Have you ever applied for an Alcohol Beverage License before: Yes  
If so, give year of application and its disposition: 2020 - Approved
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial RS RS





18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. ( ) Yes (X) No  
If yes, give reason charged or held, date and place where charged and its disposition. \_\_\_\_\_
21. List owner or owners of building and property. Beehive Group, LLC
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, \_\_\_\_\_  
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.  
Roderick Delwil Stokes  
Applicant Signature
25. I hereby certify that Roderick Delwil Stokes is personally known to be. That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 18 day of May, in the year 2023



Notary Public

## FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



## Commission Meeting

June 29, 2023

Alcohol Application

<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Julietta H. Walton, Business License & Customer Service Manager
<b>Caption:</b>	<b>New Location: A.N. 23-26:</b> A request by Israel Garcia for an on premise consumption <b>Liquor, Beer, &amp; Wine</b> License to be used in connection with Taco Madre located at 3450 Wrightsboro Rd Ste D225. There will be <b>Sunday Sales.</b> District 2. Super District 9.
<b>Background:</b>	This is a New Location.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a fee of \$5,715.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** A.N. 23-26

**Application Type:** Consumption on Premise Liquor, Beer, Wine & Sunday Sales

**Business Name:** Taco Madre

**Hearing Date:** June 29, 2023

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

---

**Applicant:** *Israel Garcia*

**Property Owner:** Augusta Mall, LLC

**Address of Property:** 3450 Wrightsboro Rd Ste D225

**Tax Parcel #:** 041-0-060-01-0

**Commission District:** District: 2 Super District: 9

**Background:** New Location

---

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

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer, Wine & Sunday Sales meets the minimum distance location to churches, schools, libraries, and public recreation areas.

**ADDITIONAL CONSIDERATIONS:**

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

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$5,715.

**RECOMMENDATION:**

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

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

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

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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business Taco Madre  
2. Business Address 3450 Wrightsboro Rd Ste D225  
3. City Augusta State GA Zip 30909  
4. Business Phone ( ) \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_  
5. Applicant Name and Address: Israel Garcia  
828 Sincerest Dr  
Aurora, IL 60506  
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) Israel Garcia  
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
☒ Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 1/24/22  
12. Mailing Address:  
Name of Business Taco Madre Ventures LLC  
Attention 200 West Grand Ave #2700 Israel Garcia  
Address 200 West Grand Avenue #2700  
City/State/Zip Chicago, IL 60654  
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
Israel Garcia	President		828 Sincerest Dr Aurora, IL 60506	50%
Rodney B Herenton	Vice President		200 West Grand Avenue #2700 Chicago, IL 60654	50%

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

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

Total License Fee: \$ 120  
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 JH



Item 6.

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

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

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

21. List owner or owners of building and property.  
Augusta Mall LLC

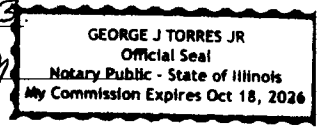
22. List the name and other required information for each person, firm or corporation having any interest in the business. Q

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. see attached  
A) Church \_\_\_\_\_ C) School \_\_\_\_\_  
B) Library \_\_\_\_\_ D) Public Recreation \_\_\_\_\_

24. State of Georgia, Augusta-Richmond County, I, Israel Garcia  
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.  
Israel Garcia  
Applicant Signature

25. I hereby certify that Israel Garcia is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 9<sup>th</sup> day of May, in the year 2023.

George J Torres Jr  
Notary Public



**FOR OFFICE USE ONLY**

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date



## Commission Meeting

June 29, 2023

Alcohol Application

<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Julietta H. Walton, Business License & Customer Service Manager
<b>Caption:</b>	<b>Existing Location: A.N. 23-25:</b> A request by Alfonzo Daggett for an on-premises consumption <b>Beer &amp; Wine</b> License to be used in connection with Eclipse Lounge, LLC located at 3036 Deans Bridge Rd Unit 8. There will be <b>Dance</b> . District 5. District 9.
<b>Background:</b>	This is an Existing Location. Existing Applicant.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a fee of \$1,390.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** A.N. 23-25

**Application Type:** Consumption on Premise Beer, Wine & Dance

**Business Name:** Eclipse Lounge, LLC

**Hearing Date:** June 29, 2023

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

---

**Applicant:** *Alfonzo Daggett*

**Property Owner:** Curry's Corner

**Address of Property:** 3036 Deans Bridge Rd Unit 8

**Tax Parcel #:** 097-1-118-00-0

**Commission District:** District: 5 Super District: 9

**Background:** Existing Location

---

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

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

**ADDITIONAL CONSIDERATIONS:**

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



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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$1,390.00

**RECOMMENDATION:**

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

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

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

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

**ALCOHOL BEVERAGE APPLICATION**

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

**COPY**

1. Name of Business Eclipse Lounge LLC
2. Business Address 3036 Deansbridge Rd unit 8
3. City Augusta State Georgia Zip 30087
4. Business Phone (678) 462 2255 Home Phone (240) 416 3633
5. Applicant Name and Address: Aifonzo Daggett  
3722 Crest Drive  
Hephzibah Georgia 30151
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous applicant. \_\_\_\_\_
8. Business Location: Map & Parcel \_\_\_\_\_ Zoning \_\_\_\_\_
9. Location Manager(s) \_\_\_\_\_
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(☒) Yes ( ) No

**OWNERSHIP INFORMATION**

11. Corporation (if applicable): Date Chartered: \_\_\_\_\_
12. Mailing Address:  
Name of Business Eclipse Lounge LLC  
Attention Aifonzo Daggett  
Address 2920 North Deshens Rd  
City/State/Zip Stone Mountain Georgia 30087
13. Ownership Type: ( ) Corporation ( ) Partnership (☒) Individual
14. Corporate Name: \_\_\_\_\_  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Aifonzo Daggett</u>	<u>owner</u>			<u>100%</u>

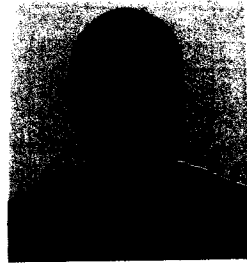
15. What type of business will you operate in this location?  
(☒) Restaurant - Full (☒) Lounge ( ) Convenience Store  
( ) Restaurant - Limited ( ) Package Store ( ) Hybrid  
( ) Other: \_\_\_\_\_

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
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: 2021-2022 Approved
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes ( ) No If so, please initial AD

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



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

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. ( ) Yes ( ☒ ) No  
If yes, give reason charged or held, date and place where charged and its disposition. \_\_\_\_\_

21. List owner or owners of building and property. \_\_\_\_\_

22. List the name and other required information for each person, firm or corporation having any interest in the business. Betty CASHWELL  
\_\_\_\_\_ NONE

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

A) Church \_\_\_\_\_ C) School \_\_\_\_\_  
B) Library \_\_\_\_\_ D) Public Recreation \_\_\_\_\_

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

25. I hereby certify that Alfonso Daggett is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and under oath actually administered by me, has sworn that said statements and answers are true.  
This 2 day of June, in the year 2003.

Alfonso Daggett  
Applicant Signature

Romylla  
Notary Public

#### FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date



## Commission Meeting

June 29, 2023

Motion to authorize transfer of deed for Blount Park

---

<b>Department:</b>	Parks & Recreation
<b>Presenter:</b>	Maurice McDowell
<b>Caption:</b>	Motion to transfer the deed for Blount Park to the Sand Hills Urban Development, Inc.
<b>Background:</b>	During their regular meeting on July 8, 2002, the Augusta Commission approved the transfer of the deed for Blount Park to the Sand Hills Neighborhood Association. A contract for the transfer was executed but the deed was never transferred. Since then, the Sand Hills Neighborhood Association has found a home at the Sand Hills Community Center. Sand Hills Urban Development, Inc. is interested in obtaining the lease for the development of a recreational space.
<b>Analysis:</b>	Blount Park is currently not in use as a recreational space. The facility on site is in need of repair and currently not usable. The field and the basketball courts are dysfunctional. With the Sand Hills Community Center and Park in close proximity, the Parks & Recreation Department has no use for the park.
<b>Financial Impact:</b>	Transferring the deed would remove maintenance cost for the location.
<b>Alternatives:</b>	<ol style="list-style-type: none"> <li>1. To move to authorize the transfer.</li> <li>2. To move to no action</li> </ol>
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

PUBLIC SERVICES  
COMMITTEE

COMMITTEE ROOM - July 8, 2002  
12:30 P. M.

PRESENT: B. Young, Mayor, W. Mays, Chairman, U. Bridges, B. Kuhlke members, G. Kolb, Administrator, J. Wall, Attorney, R. Sherman and L. Harris, S. Walker, L&I, D. Williams, Asst. Comptroller, N. Morawski, Deputy Clerk of Commission.

ABSENT: R. Colclough, member.

ALSO PRESENT: Commissioners T. Boyles, U. Bridges, A Cheek, M. Williams, B. Hankerson and L. Beard.

MEDIA: S. Eidson, Metro Spirit, H. Williams, Augusta Chronicle, G. Eskola, Channel 6, N. Coleman, Augusta Focus.

**CONSENT AGENDA ITEMS:**

2. Motion to approve the purchase of two (2) multi-unit play systems for McBean Park and Brookfield Park, referring to bid item #01-112 as approved by the Augusta Commission on October 4, 2001, from Hasley Recreation and Design in the amount of \$60,000.
3. Motion to approve the authorization of Fire Department SPLOST Phase IV funds in the amount of \$76,278.16 to the Department of Recreation and Parks as credit for expenses at McBean Park.
4. Approve Georgia Department of Natural Resources - Environmental Protection Division - Grant in the amount of \$62,597.20 for the purpose of funding the Scrap Tire/Solid Waste & Education Program.
- ~~9. Approve Augusta Regional Airport to enter into a retainer agreement with The LPA Group.~~
10. Motion to approve the amended lease agreement between the City of Augusta and the Augusta Arsenal Soccer Club for the mutual installation of field lighting for two fields at the Augusta Soccer Park.

Mr. Kuhlke: I move for approval.

Mr. Bridges: Second.

Motion carries unanimously.

1. Report from Administrator with recommendation and an analysis of the collection process of business license fees. (Deferred from June 10 Public Services)

Mr. Kolb: I've had a chance to review it and discuss this in detail not only with L&I but also with the Tax Commissioner and the Tax Assessor's office. Based on what we have done in the past and based on our analysis of what has been collected this year we are up to 95% of what we projected as revenues. Each year we are pretty much on target for the revenues that we've collected. Looking over the past 2 years and comparing it to 2002. I've also looked at the process that they use. Beginning February 1 the penalty is added interest is added each month until it is actually paid. So we're looking at a very small percentage of the businesses that actually pay the business license fee late. We actually make extra money. I do not at this time warrant or believe that we need to change our process. That's not to say that we should not make some changes in the future to the way we do business with respect to this. We need some updating in terms of our software and we're now taking that as a long-term approach to improving the process. But I believe that our current system as it stands now is adequate in terms of collecting business license fees.

Mr. Sherman: We're at 96% of what we projected the revenue to be for this year. Our recommendation after reviewing this is that we do need some enhancements to our software system that would give us the accurate number of businesses that have been billed. How many have been deleted and the amount owed in taxes by the businesses that have been deleted. Basically a statically package so we can give you the information you may need. The biggest report and the most important is the past due report. Everything on that report is still owed to the city. The long-term recommendation is that the L&I Dept. work with the Tax Assessors office, Tax Commissioners office and the Utilities Dept., to coordinate the collection of the delinquent taxes owed to the city. So that when someone comes in wants to get a new license the system would check for any back taxes owed to the other three departments. We would know not to issue them a permit or license until the tax is collected.

Mr. Kolb: In summary there is always a way to improve a process for the way we actually do business. But currently, with the present capabilities that we have and the staff capacity that we have I think that we are doing all that can be reasonably be done to collect this particular fee. Given at the end of the year that we come very close to what we projected in revenue fee, in many cases exceeding that, I think that it's being done adequately. If I were to make any recommendation, it would be that you allow us to pull the three major departments together and develop a system that we can probably use. To shop around and find software that would do the capability and provide the improvements and the accuracy in collecting data that we need in order to stay on top of this.

**Mr. Kuhlke: I move that we accept this as information and instruct the Administrator to come back to us with some kind of comparison and see what the cost benefits are.**

Mr. Bridges: Second.

**Motion carries unanimously.**

5. **Transfer Application: A.T. 02-07: A request by Sung Chol Song to transfer the retail package Liquor, Beer & Wine license used in connection with Frank's Package Shop located at 3251 Deans Bridge Rd. to a new store being built at this address. District 5. Super District 9.**

Ms. Song: Sung Chol Song 4223 Riverside Drive, Evans.

Mr. Sherman: The L&I Dept. and the Sheriff's Dept. have reviewed the application and recommend approval. (No objectors)

**Mr. Kuhlke: So move for approval.**

Mr. Bridges: Second.

**Motion carries unanimously.**

6. **New Ownership: A.N. 02-24: A request by Hud McTeer for a retail package Beer & Wine license to be used in connection with McTeer Food & Fuel located at 1237 Gordon Hwy. District 1. Super District 9.**

Mr. McTeer: Hud McTeer, Highway 25 South, Millen, GA.

Mr. Sherman: The L&I Dept. and the Sheriff's Dept. have reviewed the application and recommend approval. (No objectors)

---

**Mr. Kuhlke: So move for approval.**

Mr. Bridges: Second.

**Motion carries unanimously.**

7. **New Ownership: A.N. 02-25: A request by Chin S. Pak for a retail package Beer & Wine license to be used in connection with Sunset Mini Mart located at 2925 Peach Orchard Rd. District 8. Super District 10.**

Mr. Pak: Chin S. Pak 4531 Evanston, Evans.

Mr. Sherman: The L&I Dept. and the Sheriff's Dept. have reviewed the application and recommend approval. (No objectors)

**Mr. Bridges: So move for approval.**

Mr. Kuhlke: Second.

**Motion carries unanimously.**

**8. Motion to approve the transfer of deed for 1.19 acres at Blount Park to Sand Hills Neighborhood Association for the purpose of economic development in the Sand Hills area.**

Mr. Wall: Since this would be surplus property that generally would be sold, I think perhaps we need to develop some type of contract with the Association as to their exact plans. In the event they fail to do it that there will be a reversion back to the county. Unless there is an urgency, I'd like to develop that contract and bring it back. Tom, do you think there is any problem as far as that's concerned.

Mr. Beck: Tim Wilson, President of the Sands Hill Neighborhood Association as well as James Steel with HND are here today. As far as we're concerned, as you remember Mr. Chairman and members of the Committee you did vote to close Blount Park with the exception of the athletic field. It has been identified through a survey to identify 1.19 acres that really is surplus property. Mr. Steel and Mr. Wilson, who we've been working with on the new Sand Hills park project approached our department about the possibility of this property not only for temporary use for their association needs and all that they're doing in the community, but also for an economic development project. So from our standpoint that part of the park is basically surplus now.

Mr. Wall: My only point is, as a general rule surplus property has to be auctioned off here I think there is benefits to the community. I think we can build that into a contract and have the property transferred with those as conditions. Exactly what those conditions are I'll have to rely on somebody. And then we have consideration flowing as to the transfer of the property in the event that they fail to complete those conditions in a timely manner, then there would be a reversion back to the County. That would be my recommendation, that we proceed with that and bring it back once we have that contract developed.

Mr. Wilson: That's fine as far as getting the contract is concerned. We're looking to redevelop that piece of property. There is also a basketball court, tennis court and a smaller building. As an Association we're looking to revitalize that entire area. I think we are geared up to take it over as far as taking care of any maintenance as well as any utilities, anything that is concerned with that property.

Mr. Mays: What kind of time frame are you looking at?

Mr. Wall: We should have it by the July 29 meeting.



**Mr. Kuhlke:** I would like to make a motion that we have the attorney draw up the contract and bring it to our next Committee meeting.

Mr. Bridges: Second.

**Motion carries unanimously.**

**ADJOURNMENT:** With no further business to discuss the meeting was adjourned.

Nancy Morawski  
Deputy Clerk of Commission

/bb



## Office of The Administrator

Item 8.

George R. Kolb  
Administrator

Room 801 - Municipal Building  
530 Greene Street - AUGUSTA, GA. 30911  
(706) 821-2400 - FAX (706) 821-2819

August 6, 2002

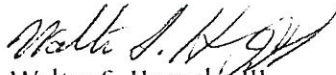
Mr. Tom Beck  
Recreation & Parks Director  
2027 Lumpkin Road  
Augusta, GA 30906

Dear Tom:

The Augusta Commission, at their regular meeting held Tuesday, August 6, 2002 approved the transfer of deed for 1.19 acres at Blount Park to Sand Hills Neighborhood Association for the purpose of economic development in the Sand Hills area. (Approved by Public Services Committee July 29, 2002)

If you have any questions, please contact me.

Yours truly,

  
Walter S. Hornsby III  
Deputy Administrator

cc: Mr. James Steele

08-06-02: #5



## LAW DEPARTMENT

---

Vanessa Flournoy  
Staff Attorney  
Sparticus Heyward  
Staff Attorney

501 Greene Street, Suite 302  
Augusta, GA 30901  
(706) 842-5550 FAX (706) 842-5556

### MEMORANDUM

TO: Tom Beck, Director of Augusta Recreation & Parks  
James Steele, Housing Administrator

FROM: Vanessa Flournoy, Staff Attorney *Flournoy*

SUBJECT: Sand Hills Neighborhood Association Inc. Agreement

DATE: September 17, 2002

Attached you will find a copy of the contract between Augusta, Georgia and Sand Hills Neighborhood Association, Inc. If you have any questions, please contact me at 842-5550.

VF/bwc

Attachment

Cc: James B. Wall, City Attorney

STATE OF GEORGIA)

COUNTY OF RICHMOND)

AGREEMENT

This AGREEMENT is made and entered into 6<sup>th</sup> day of AUGUST, 2002, by and between **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia with its address at 530 Greene Street, Augusta, Georgia 30911 (hereinafter the "Grantor"), and **SAND HILLS NEIGHBORHHOD ASSOCIATION, INC** with its address at 2924-C Henry Street, Augusta, Georgia (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor owns a certain parcel of property more particularly described herein; and

WHEREAS, Grantee desires to acquire said property under the terms and conditions set forth herein, for the purposes of locating its interim office space and to promote economic development of the area.

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

1. TRANSFER OF PROPERTY; QUITCLAIM DEED ON COMPLIANCE.

The Grantor hereby agrees to convey to Grantee, in consideration of the mutual covenants and promises contained herein, the property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property"); PROVIDED, HOWEVER, such conveyance shall be made in consideration of this Agreement to be secured by a Deed to Secure Debt, and meeting all requirements and obligations set forth in Section 2., below. Should Grantee fail to meet any one or more of said requirements and/or obligations, Grantor shall have the right to declare Grantee in breach of this Agreement, and Deed to Secure Debt. At such time as Grantee complies, to the satisfaction of the Grantor and in its sole discretion, with all of said requirements and/or obligations, the Grantor shall release its lien on the Property.

COPY

## 2. REQUIREMENTS AND OBLIGATIONS OF GRANTEE:

In order to avoid default under this Agreement and the accompanying Deed to Secure Debt and to obtain a release of lien to the Property from Grantor, Grantee must meet all of the following requirements and obligations as to the Property:

- (a) During construction of the new Sand Hills Park and Recreation Center, Grantee will use the Property including the existing on-site park house as an interim office.
- (b) Upon completion of the Sand Hills Park and Recreation Center and occupancy by the Sand Hills Association, the Property will be incorporated in the Association's neighborhood redevelopment plans and redeveloped for affordable single family housing.
- (c) The Association would have a maximum of two (2) years to redevelop the Property. If Grantee does not redevelop the Property within the two-year period, Grantor may declare grantee in default of this Agreement and the Deed to Secure Debt and foreclose on the property. Grantor and Grantee reserve the right to renegotiate the Agreement to extend the two-year period.
- (d) If the Property is used for purposes other than as provided herein, Grantor has a right to require specific performance of this Agreement and /or require the Property to declare Grantee in default of this Agreement and the Deed to Secure Debt and foreclose on the property.
- (e) In connection with the proposed transfer of the Property, the Sand Hills Association would assume all responsibility for maintenance and upkeep of the Property.
- (f) Grantee shall be required to execute documents necessary to effectuate this Agreement, including without limitation a Deed to Secure Debt.
- (g) Grantee further agrees to indemnify and hold harmless AUGUSTA, the Augusta-Richmond County Commission, its employees, agents, representatives, elected officials and officers from and against any and all claims, demands, causes of action and/or liabilities arising out of or in connection with this Agreements and the conveyance contemplated herein and/or Grantee's performance of this Agreement.

## 3. MISCELLANEOUS.

- a. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver or any default or as acquiescence therein.

One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

b. Any notices sent under this Agreement must be in writing and shall be deemed valid, if sent by certified mail, return receipt requested, or by any national courier service which requires proof of receipt, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice at least thirty (30) days prior:

Grantor:

Augusta, Georgia  
Attn: Administrator  
Room 801, Municipal Bldg (11)  
530 Greene Street  
Augusta, GA 30911

With copy to:

Mr. Tom Beck  
Recreational Department Director

Grantee:

Mr. Tim Wilson  
Sand Hills Neighborhood Association, Inc.  
2924-C Henry Street  
Augusta, GA 30909

c. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

d. This Agreement sets forth all of the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the subject matter. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written between the parties hereunder unless reduced to writing and signed by all parties to this Agreement.

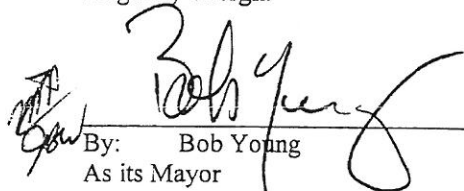
e. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

f. This Agreement shall be governed by and construed according to the laws of the State of Georgia.


g. All claims, disputes and other matters in question between the parties arising out of or relating to this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Grantee, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest venue in the Superior Court of Richmond County, Georgia.

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

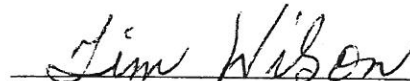
Augusta, Georgia

  
By: Bob Young  
As its Mayor

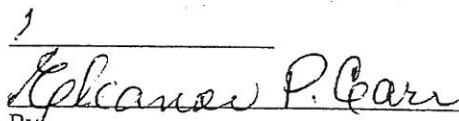
ATTEST:

  
Clerk

SAND HILLS NEIGHBORHOOD ASSOCIATION, INC

  
By: Jim Wilson  
As its President

ATTEST:

  
By: Stephen P. Carr  
As its Secretary

ATTEST:

\_\_\_\_\_

COPY



# SAND HILLS NEIGHBORHOOD ASSOCIATION, INC.



Tim Wilson  
President

Vice President

Henri Freeman  
Treasurer

Eleanor Carr  
Secretary

June 14, 2002

Tom F. Beck  
Director of Parks and Recreation Department  
2027 Lumpkin Road  
Augusta, Georgia 30906

RE: Transfer of a Portion of Blount Park

Dear Mr. Beck:

As a follow-up to recent discussions with you and James Steele of the Housing and Neighborhood Development Department, this is a formal request on behalf of the Sand Hills Neighborhood Association to permanently transfer a portion of Blount Park located in our neighborhood to the Association. The Association desires to take possession of this property for two reasons: (1) To provide interim office space for the Association as it formalizes its role as a designated Community Housing and Development Organization (CHDO) for the Sand Hills Community; and (2) To anchor the Association's proposed affordable housing and redevelopment plans for the community.

The Association proposes to use the vacant park house on the site as its interim office and community clearinghouse until the new Sand Hills Recreation Center is opened. Upon the opening of the new recreation center, the Association would proceed with redevelopment of the property to accommodate new affordable housing for low and moderate-income households. The Association would use the park property as leverage to attract private development interest and financing to the community. Therefore, the Association would greatly appreciate your consideration of this request. The Association will assume responsibility for all maintenance and upkeep of the transferred park property. Should you have any further questions, please contact me at 706-736-8890.

Sincerely,

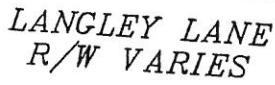
Tim Wilson  
President, Sand Hills Neighborhood Association, Inc.

Cc: George Kolb, Administrator  
James E. Steele, HND

COPY

2924 -C Henry Street, Augusta, GA 30909 706-736-8890





COPY

THIS INDENTURE, made this 26<sup>th</sup> day of July, 1957, between CORNELIA ROSS, of Richmond County, Georgia, as party of the first part, and THE CITY COUNCIL OF AUGUSTA, a municipal corporation of the State of Georgia and the County of Richmond, as party of the second part;

WITNESSETH, that the party of the first part, in consideration of the sum of Six Thousand Five Hundred and no/100 (\$6,500.00) Dollars, cash in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, release, convey and confirm unto the party of the second part, its successors and assigns, the following described property, to wit:

All that lot or parcel of land, together with improvements thereon, situate, lying and being in the City of Augusta, Richmond County, Georgia, commencing at a point one hundred seven (107) feet East of the Southeastern intersection of Allen Street and First Avenue as measured along the South side of Allen Street; thence continuing in an Easterly direction along the South side of Allen Street a distance of two hundred and five-tenths (200.5) feet to a point; thence extending back in a southerly direction between slightly diverging lines one hundred sixty (160) feet to a rear width of two hundred sixteen and five-tenths (216.5) feet, more or less. Said property is bounded on the North by Allen Street, on the East by property of Beard, of Mason and other property of The City Council of Augusta, on the South by property formerly of Cornelia Ross, now of The City Council of Augusta, and on the West by property of Roney and of Ethel W. Gilbert, of Mary O'Bryant and of Bennie O'Bryant, all as shown upon the plat made by the Department of Public Works, Augusta, Georgia, dated May 13, 1955

and attached to a deed from Cornelia Ross to The City Council of Augusta, said deed being recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Realty Book 22 T, page 22, said plat by reference being made a part hereof for a more complete description of the property conveyed herein.

TO HAVE AND TO HOLD said lot of land, together with all rights, ways and appurtenances thereto belonging, or in anywise appertaining, unto the party of the second part, its successors and assigns, in fee simple, forever.

And the party of the first part does hereby warrant the title to said property, and will forever defend the same against the lawful claims of all persons whomsoever.

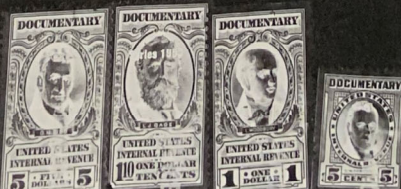
IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal, the day and year first above written.

Signed, sealed and delivered

in the presence of:

*J. B. Commey*  
*Notary Public, Richmond County, Georgia*

*Cornelia Ross* (L.S.)







## Commission Meeting

June 29, 2023

Plan Reviewers for Planning and Zoning Department

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Discuss the status of the hiring of Plan Reviewers for the Planning and Zoning Department from H.R. Director and the current status of the Planning and Zoning from the Director Carla Delaney. (Requested by Commissioner Wayne Guilfoyle)
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

**From:** Wayne Guilfoyle <augustatile1@gmail.com>  
**Sent:** Wednesday, June 14, 2023 3:45 PM  
**To:** Lena Bonner; Carla Delaney; Commissioner Sean Frantom  
**Subject:** [EXTERNAL] Public Services Committee agenda

Mrs. Bonner, will you add to the Committee Agenda :  
Discuss the status of the hiring of Plan Reviewers for the Planning and Zoning Department from H.R. Director and the current status of the Planning and Zoning from the Director Carla Delaney. Thanks Wayne Guilfoyle

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





### Commission Meeting

Meeting Date: June 29, 2023

CSD Brigham Change Order 1

---

<b>Department:</b>	Central Services Department
<b>Presenter:</b>	Interim Director Ron Lampkin
<b>Caption:</b>	Motion to approve change order #1 in the amount of \$394,606.41 with \$145,239.00 going to Johnson, Laschober & Associates and \$249,367.41 to R.D. Brown Contractors.
<b>Background:</b>	The amount to Johnson, Laschober & Associates was for stormwater redesign resulting from new Georgia Power utilities, including electrical design and coordination with Georgia Power, and structural engineering review due to bad soil finding. Amount to R.D. Brown Contractors was for extra work items that included new power feed to swim center, addition of French Drain, removal and replacement of bad soil, kitchen equipment modifications, new power feed and waterline to Senior Center and over allowance for brick selection. Total amount to be approved \$394,606.41 with needed funding source.
<b>Analysis:</b>	This work relates to the construction of the new Henry H. Brigham Community Center and Gym. The new 24,978 SF facility will take the place of the original community center and gym. This work was vital to the continuation and completion of this project.
<b>Financial Impact:</b>	\$394,606.41 – ARP unallocated balance
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve change order #1 in the amount of \$394,606.41 with \$145,239.00 going to Johnson, Laschober & Associates and \$249,367.41 to R.D. Brown Contractors.
<b>Funds are available in the following accounts:</b>	Funds are available within ARP unallocated balance.
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## New Community Center at Henry H. Brigham Park

JLA Job Number – 3042.2005

April 27, 2023



### Change Order Breakdown

Original Design Square Footage per Henry Brigham RFP – 18,000 SF

Designed Square Footage - 24,978 SF

Total Square Footage Designed outside of original scope – 6,978 SF

6,978 SF x 332/SF (Average Cost Per SF per Contractor Bid) - \$2,316,696

\$2,316,696 x 5.66% (Original Design Fee Percentage) - \$131,125

Change Order to Contract (Including Electrical Design and Coordination with Georgia Power, Bad Soils (Requiring Structural Engineering Review), Stormwater Redesign resulting from New Georgia Power Utilities)

\$249,367 x 5.66% (Original Design Fee Percentage) - \$14,114

Total A&E Change Order - \$145,239.00

### Summary:

Original scope did not include:

1. Elevated walking track
2. Full high school sized gymnasium with seating for 500 spectators.
3. Elevator, elevator lobbies and stair towers
4. Full commercial kitchen
5. Full building generator
6. Steam and Sauna Rooms

Original scope had the new 1 story community center square footage at 18,000 square foot range similar in size to the existing center. Programmed facility is 22,722 SF plus a 2<sup>nd</sup> floor walking track above with elevator lobby and two (2) stair towers at 2,256 SF.

Respectfully Submitted,

A handwritten signature in blue ink, reading "Darren R. Prickett". The signature is fluid and cursive, with the first name "Darren" being more prominent than the last name "Prickett".

Darren R. Prickett, President

Attachments: A & B

## I. BACKGROUND AND CONCEPT

It is the intent of Augusta, Georgia, through this Request for Proposal (RFP) to solicit proposals from pre-qualified Professional Architectural and Engineering Firms for the Design and Construction of a new Community Center at Henry H. Brigham Park. These improvements shall consist of a new facility to be constructed on the same site the existing community center is located on, as well as some structural improvements to the adjacent indoor swim center. (See Attachment A).

**The new Community Center, to be located at 2463 Golden Camp Road**, is intended to be a "full program" recreation center in the 18,000 square foot range, similar in size and to the existing center. It will likely include a gymnasium, an array of recreational and community facilities such as fitness rooms, multi-purpose rooms, lobby/circulation and administrative spaces.

Augusta, Georgia seeks a creative **Architectural /Engineering Design Team (Consultant)** qualified and experienced in the design of recreational facilities to engage collaboratively in determining the most effective approach to achieving the goals of this project. **The ideal firms should demonstrate cost estimating knowledge in particular related to Recreation Facilities and Aquatic Facilities.**

### STAGE I: PRELIMINARY DESIGN

Services shall include:

**Phase A – Summary of Needs Study;**

**Phase B – Conceptual Design; Phase**

**Phase C - Schematic Design and Cost Estimation services** – Services are to reflect all intended building and site uses. The Schematic Design deliverables shall include a detailed construction plan with Cost Estimation.

### STAGE II: DETAILED DESIGN

Services shall include:

**Phase A – Design Development;**

**Phase B – Construction Documents;**

**Phase C – Bidding and Award services; and Cost Estimation services** as required for the execution of Construction Phase I, and will be established in conjunction with Augusta, Georgia based on project priorities and funding available at the completion of Stage I services. Once Stage II services are complete and thoroughly review, analyzed and approved by Augusta, Georgia, then Stage III services shall be authorized to commence.



# AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Twenty-Second day of October in the year Two-thousand and Twenty  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Augusta, Georgia, Other  
Board of Commissioners  
535 Telfair Street, Augusta, GA 30901  
Telephone Number: (706) 821-2909

and the Architect:  
(Name, legal status, address and other information)

Johnson, Laschober & Associates, PC, Professional Corporation  
1296 Broad Street  
PO Box 2103  
Augusta, GA 30903  
Telephone Number: 706.724.5756  
Fax Number: 706.724.9355

for the following Project:  
(Name, location and detailed description)

New Community Center at Henry H. Brigham Park  
2463 Golden Camp Road, Augusta, GA 30906  
For Augusta Georgia Recreation and Parks Department  
The new Community Center is intended to be a full program Recreation Center, approximately 18,000 SF, to include a gymnasium, an array of recreational and community facilities, such as fitness rooms, multi-purpose spaces, lobby/circulation and administration spaces as outlined in RFP-20-223, and as deemed necessary for the operations of this facility by the Augusta Recreation and Parks Department.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

*(Paragraphs deleted)*

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program consists of designing a new 18,000SF Community Center. This shall be accomplished by meeting the requirements as set forth in RFP-20-223 through a series of phased exercises, to include a summary of needs study, conceptual design, schematic design through construction documents and construction administration.

§ 1.1.2 The Owner's anticipated design and construction milestone dates:

.1 Construction commencement date:

TBD

.2 Substantial Completion date or dates:

TBD

§ 1.1.3 The Owner identifies the following representative in accordance with Section 5.3:

Init.

*(List name, address, and other contact information.)*

Bobby Martin  
2027 Lumpkin Road  
Augusta, GA 30906  
Telephone Number: (706) 826-1354

Email Address: [rmartin@augustaga.gov](mailto:rmartin@augustaga.gov)

§ 1.1.4 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Watson Lee Dorn, III, AIA  
Telephone Number: 706.724.5756  
Fax Number: 706.724.9355  
Mobile Number: 706.825.6572

*(Paragraphs deleted)* Email Address: [ldorn@thejlagroup.com](mailto:ldorn@thejlagroup.com)

*(Paragraphs deleted)*

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and in the event, the Owner and Architect shall appropriately adjust schedule to reflect those changes.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

*(Paragraphs deleted)*

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and agreed to by Augusta Georgia and include usual and customary architectural, structural, mechanical (HVAC), plumbing, fire protection, electrical

Init.

engineering and civil engineering and landscape services. Services not set forth in this Article 3 are Supplemental or Additional Services and are outlined in Article 4 of this agreement.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

*(Paragraph deleted)*

§ 3.2.6 The Architect shall submit to the Owner an estimate of probable cost the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval in writing.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval in writing.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or

negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by providing Augusta Procurement with documents and information to:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 attending the opening of the bids, and subsequently reviewing the bidding results, and assisting the Owner in making the Award for Construction.

*(Paragraphs deleted)*

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. One additional site visit will be performed on the week prior to the expiration of the 1-year construction warranty period to assist the Owner in identifying any warranty issues that need to be resolved.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise

Init.



specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.*

*Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Arch
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Arch
§ 4.1.1.9 Landscape design	Arch
§ 4.1.1.10 Architectural interior design	Arch
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	Arch
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Arch
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Furniture and Furnishings	NP
<i>(Row deleted)</i>	

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**4.1.1.30** Furniture and Furnishings – if required can be provide for an additional negotiated fee

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**4.1.1.21** Telecommunications/data design – Owner or Owner's consultant to provide resources and design of these systems and the Architect will coordinate for system implementation.

**4.1.1.22** Security evaluation and planning - Owner or Owner's consultant to provide resources and design of these systems and the Architect will coordinate for system implementation.

*(Paragraph deleted)*

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

## § 4.2.2

*(Paragraphs deleted)*

Init.

The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve ( 12 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

*(Paragraphs deleted)*

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

*(Paragraph deleted)*

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

Init.

§ 6.5 If at any time the Architect's estimate of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

*(Paragraphs deleted)*

§ 8.2. If the parties do not resolve a dispute, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

Init.

**§ 9.7***(Paragraphs deleted)*

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.6.

*(Paragraph deleted)***ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 10.3** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.4** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.5** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.6** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.7** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by the Georgia Open Records Act.

*(Paragraphs deleted)***ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as

*(Paragraphs deleted)*

outlined in the Fees and Proposal portion of the Response to RFP 20-223 as accepted by Augusta, Georgia (Attached as Exhibit "A") and shall be a lump sum fee Not-To-Exceed Three-hundred thirty-nine thousand, three-hundred dollars (\$339,300.00).

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 - 4.1.3, the Owner shall compensate the Architect as defined or for additional services as follows:

Init.

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Additional Service as defined during the progression of the project will be for a negotiated fee or hourly fee (see attached Exhibit "B") depending on the service requested.

**§ 11.3** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.4 Compensation for**  
*(Paragraphs deleted)*

**Reimbursable Expenses**

**§ 11.4.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.4.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 15 %) of the expenses incurred.



This Agreement entered into as of the day and year first written above.

**OWNER** (Signature)

Maurice McDowell, Recreation Director  
(Printed name and title)

**ARCHITECT** (Signature)

Watson Lee Dorn, III, AIA, Project Architect  
(Printed name, title, and license number, if required)

**OWNER** (Signature)

Hardie Davis, Jr. Mayor  
(Printed name and title)

Init.



R.D. Brown Contractors

410 Carolina Springs Road  
North Augusta, South Carolina 29861

Office Phone: (803) 279-3176  
Fax: (803) 279-3811

4/15/23  
Henry Brigham Community Center

Att. Rett Harbeson

**RE: Extra work items**

1 .Power feed around Swim center	\$75,778
2 .French drain on west side of site	\$3,694
3 .Removal and replacement of bad soil.	\$108,077
4 .Kitchen equipment modifications	\$1101.77
5 .Bill James gas pipe credit	Credit \$8,754
6 .Power feed to Senior Center	\$38,939
7 .Brick selection over allowance	\$11,232
8.Waterline to Senior Center	\$7425
 Sub total	 \$237,492.77
5% R D Brown fee	\$ 11,874.64
<b>TOTAL</b>	<b>\$249,367.41</b>

Let me know if we can be of further assistance.

A handwritten signature in blue ink that reads 'Donald Coleman'.

Donald Coleman  
Project Manager  
R.D. Brown Contractors Inc.



See attached breakdown of wire and raceway required to go around the north side of the Swim Center.

This does not include any raceway or wire for the Senior Center.

Electrical sub RLWiley proposal \$75,778

RD Brown fee 5% ~~\$3,789~~

Ga Power(To bill owner separately) 0

Total for this Change Order \$ ~~\$79,567~~ 75,778

Let me know if you need anything else. We would like to start as soon as possible to be prepared for Ga Power's Transformer relocation.

R L Wiley's breakdown is attached.

### Donald Coleman

Post Office 6535 (29861) • 410 Carolina Springs Road (29841)  
 North Augusta, SC • t. 803.279.3176 • f. 803.279.3811  
[www.browntrusted.com](http://www.browntrusted.com)



1/4/2023 7:05:33 AM

R L Wiley Electrical Contractors, Inc  
Henry Brigham Site  
Totals (Detailed) - Bid Summary: DefaultNP

Page 1

Job Number 6025  
Bid Date 12/20/2022  
Bid Time 10:31:00 AM  
Square Footage 0

## Material Totals

<u>Division</u>	<u>Total</u>	<u>Factor</u>	<u>Extended</u>
01 Underground Feeder Raceway	\$12,525.47	0.00 %	\$12,525.47
03 Above Ground Feeder Raceway	49.51	0.00 %	49.51
05 Feeder Wire	28,369.61	0.00 %	28,369.61
<b>Total</b>	<b>\$40,944.59</b>		<b>\$40,944.59</b>
<b>Sales Tax (8.00%)</b>			<b>\$3,275.57</b>
<b>Total Material</b>			<b>\$44,220.16</b>

## Labor Hours

<u>Division</u>	<u>Total</u>	<u>Factor</u>	<u>Extended</u>
01 Underground Feeder Raceway	13.00	0.00 %	13.00
03 Above Ground Feeder Raceway	2.90	0.00 %	2.90
05 Feeder Wire	99.00	0.00 %	99.00
<b>Total</b>	<b>114.90</b>		<b>114.90</b>

## Labor Rates

<u>Category</u>	<u>% of Total</u>	<u>Hours</u>	<u>Base Rate</u>	<u>Burden \$</u>	<u>Burden %</u>	<u>Extended</u>
Journeyman	50.000	57.450	\$28.00	10.64	38.000	\$2,219.87
Helper	50.000	57.450	18.00	6.84	38.000	1,427.06
<b>Total</b>	<b>100.000</b>	<b>114.900</b>	x \$31.74 (average of labor rate w/burden) =			<b>\$3,646.93</b>

## Non-Productive Labor

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Factor</u>	<u>Extended</u>
<b>Total</b>				<b>\$0.00</b>
<b>Total Labor (114.90 hours)</b>				<b>\$3,646.93</b>

## Subcontracts

<u>Description</u>	<u>Total</u>
Excavation	\$18,560.00
<b>Total</b>	<b>\$18,560.00</b>

Job Subtotal (Prime Cost)

\$66,427.09



1/4/2023 7:05:33 AM

R L Wiley Electrical Contractors, Inc  
Henry Brigham Site  
Totals (Detailed) - Bid Summary: DefaultNP

Page 2

## Overhead

Non Quoted Material (7.500 %)	\$3,316.51
Quoted Material (7.500 %)	\$0.00
Direct Labor (7.500 %)	\$273.52
Non Productive Labor (7.500 %)	\$0.00
Job Expenses (7.500 %)	\$0.00
Tools and Misc. Materials (7.500 %)	\$0.00
Subcontracts (5.000 %)	\$928.00
Overhead (6.80%)	4,518.03

## Profit

Non Quoted Material (7.500 %)	\$3,565.25
Quoted Material (7.500 %)	\$0.00
Direct Labor (7.500 %)	\$294.03
Non Productive Labor (7.500 %)	\$0.00
Job Expenses (7.500 %)	\$0.00
Tools and Misc. Materials (7.500 %)	\$0.00
Subcontracts (5.000 %)	\$974.40
Profit (6.81%)	4,833.68
Job Total	\$75,778.80

Actual Bid Price

\$75,778.80

Material to Direct Labor ratio: 0.92

Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	12.34
Gross Profit \$	\$9,351.71
Net Profit %	6.38



*French  
Drain*

410 Carolina Springs Road  
North Augusta, South Carolina 29861

Office Phone: (803) 279-3176  
Fax: (803) 279-3811

2/17/23  
Henry Brigham

Att. Rett Harbeson

RE: French drain at west side of site

Rett

We are pleased to offer a price of \$4,248 to install 55' of French drain on the west side of the site where the water is bleeding out of the hill. See attached sketch.  
Price breakdown

Labor	\$1,286
Material	\$ 783
Equipment	\$ 1,625
RDBrown fee	<del>\$554</del>
Total	\$4,248

*Connection @ Box  
digging around  
Lighting Power.*

Let me know if we can be of further assistance.

*Donald Coleman*

Donald Coleman  
Project Manager  
R.D. Brown Contractors Inc.

*4248  
- 884  
\$3694*



410 Carolina Springs Road  
North Augusta, South Carolina 29861

Office Phone: (803) 279-3176  
Fax: (803) 279-3811

3/31/23  
Henry Brigham

Att. Rett Harbeson

**RE: Removal and replacement of unsuitable soils**

**Rett**

I have attached the email for the removal and replacement of unsuitable soils for the time period of February 16 through March 8. All work was coordinated and overseen by CSRA Testing. During this timeframe we removed and replaced 1265 cy of material. The unit cost price for this work is \$90/cy. We have attached the Bid form page for your use. We have provided a credit for \$5.66 per yard for sand clay that was removed from the parking lot area and used in the building pad. Breakdown is as follows

1265 yards at \$90 cy =	\$113,850
On site S/C credit of 5.66/yd =	\$5,773
Total amount due	\$108,077

Let me know if we can be of further assistance.

Donald Coleman  
Project Manager  
R.D. Brown Contractors Inc.



410 Carolina Springs Road  
North Augusta, South Carolina 29861

Office Phone: (803) 279-3176  
Fax: (803) 279-3811

**Subject:** Recap of bad soil removal

See list below of truckloads of bad soil removal from the building pad site at Henry Brigham  
The removal were coordinated with CSRA Testing and overseen by Bucky Jones.

- |                                |   |
|--------------------------------|---|
| 1. Thursday 2/16 NE corner     | 20 Tandem loads x 15yds/lb = 300cy            |
| 2. Monday 2/20 Center          | 15 Tandem loads x 15 yds/lb = 225 cy          |
|                                | <b>RDB</b> 9 Single axle x 5 yds/lb = 45 cy   |
| 3. Friday 2/24 Various         | <b>RDB</b> 11 single axle x 5yds/lb = 55 yds  |
| 4. Wednesday 3/1 West side     | 33 Tandem loads x 15yds/lb = 495 yds          |
| 5. Tuesday 3/7 Various         | <b>RDB</b> 11 single axle x 5 yds/lb = 55 yds |
| 6. Wednesday 3/8 Various (M10) | 6 Tandem Loads x 15 yds/lb = 90 yds           |

Total 1,265 yards removed,  
replaced and hauled off site.

In between the hauling days we used a track dozier to harrow and dry the dirt along with a vibratory roller to seal the material in between rain days.

These days were 2/21, 2/22, 2/23, 2/27, 3/6, 3/7.

In addition the same equipment was used ½ day on 3/2, 3/3, 3/4.

**Donald Coleman**

Post Office 6535 (29861) • 410 Carolina Springs Road (29841)  
North Augusta, SC • t. 803.279.3176 • f. 803.279.3811  
[www.brownttrusted.com](http://www.brownttrusted.com)



WEEK END 2126123SUPERINTENDENT JONES Sm.JOB NUMBER 2228JOB NAME Henry Brigham

## EQUIPMENT:

REMARKS:

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

SUNDAY

PICK UP TRUCK

73434

LASER

OFFICE TRAILER

STORAGE TRAILER

BOBCAT TRACK LOADER

BACKHOE

BOOM TRUCK

FORKLIFT JLG

FORKLIFT LULL

FORKLIFT SKY TRAC

DOUBLE DRUM ROLLER

RUST-A-GO

DUMP TRUCK

AIR COMPRESSOR

JACK HAMMER

VIBRATORY PLATE TAMP

JUMPING JACK TAMP

CONCRETE BUCKET

CONCRETE VIBRATOR

PRESSURE WASHER

WELDING MACHINE

GENERATOR

REDDY HEATER

ELECTRIC CHIPPING HAMMER

IMPACT WRENCHES

CUTTING TORCH AND HOSES

FANS

ROTARY HAMMERS (TE76)

MOVED TO BOBBY-GOLDEN HARVESTRDB Truckssigned by  
Site Superintendent  
Ji Jones2/20  
92/24  
11LOOPS IN JJ

## SUBCONTRACTORS:

DEE HAIRE GRADINGGar. Power - LIGHTINGWILEY ELEC

	<u>2M</u>	<u>2M</u>	<u>1M</u>	<u>4M</u>	<u>3M</u>
<u>5:00</u>	<u>4:00</u>	<u>5:00</u>	<u>6:00</u>	<u>4:00</u>	
<u>5:30</u>	X	X	X	X	
<u>11:00</u>	X	X	X	X	

CAME TO CHECK  
POTENTIAL AQUATIC  
HEPID, CARRYING OLD  
NOT SEEN

WEEK END 3/12/23SUPERINTENDENT JONES Sr.JOB NUMBER 2228JOB NAME Henry Bligh

Item 10.

## EQUIPMENT:

PICK UP TRUCK

731LSx

LASER

OFFICE TRAILER

STORAGE TRAILER

BOBCAT TRACK LOADER

BACKHOE

BOOM TRUCK

FORKLIFT JLG

FORKLIFT LULL

FORKLIFT SKY TRAC

DOUBLE DRUM ROLLER

RUST-A-GO

DUMP TRUCK

AIR COMPRESSOR

JACK HAMMER

VIBRATORY PLATE TAMP

JUMPING JACK TAMP

CONCRETE BUCKET

CONCRETE VIBRATOR

PRESSURE WASHER

WELDING MACHINE

GENERATOR

REDDY HEATER

ELECTRIC CHIPPING HAMMER

IMPACT WRENCHES

CUTTING TORCH AND HOSES

FANS

ROTARY HAMMERS (TE76)

REMARKS:

RDB Trucks

Signed by  
Site Superintendent  
J. Jones

LOADS 20 55

## SUBCONTRACTORS:

DEE HANE (napin)1A 1M 2A 3A 1M  
5:30 5:00 5:00 5:00 10:00



**HOWELL'S HAULING, INC.**  
 859 TRIANGLE INDUSTRIAL CT.  
 EVANS, GA 30809  
 OFFICE: 706-210-4143  
 FAX: 706-210-7963  
 EMAIL: jhowellinc@comcast.net

51943



Joe Howell  
 706-533-2717

Ann Weaver  
 706-533-9892

For Doc Haise

Address Golden Camp Rd

DAY Thu DATE 2-16-23 TRUCK # 6

DRIVER Jackie BEG. MILES 341072

START TIME 7:00 END MILES         

END TIME          GA MILES         

LUNCH TIME 11:00-12:00 SC MILES         

JOB	TIME	PRODUCT HAULED	LOADS
FROM <u>on site</u>	<u>7:11</u>	<u>S/C</u>	
TO			
FROM		<u>     </u>	<u>20</u>
TO		<u>Dirt</u>	
FROM		<u>     </u>	<u>13</u>
TO		<u>Rock</u>	
FROM		<u>  </u>	<u>2</u>
TO			

WE MAKE DELIVERIES INSIDE THE CURB LINE AT THE CUSTOMER'S RISK ONLY AND ACCEPT NO RESPONSIBILITY WHATSOEVER FOR PERSONAL OR PROPERTY DAMAGE RESULTING FROM SUCH DELIVERIES. CUSTOMER SHALL FURNISH SOLID APPROACHES WITH SUFFICIENT OVERHEAD AND GRADE LEVEL CLEARANCES FOR VEHICLE AND A QUALIFIED SIGNALMAN TO DIRECT VEHICLE AROUND OBSTACLES AND WHEN MOVING IN REVERSE. MATERIALS SUPPLIED BY SELLER REMAIN THE PROPERTY OF SELLER UNTIL PAID IN FULL. CUSTOMER IS RESPONSIBLE FOR ANY COSTS INCURRED BY SELLER RELATIVE TO COLLECTING PAST DUE FUNDS INCLUDING RETURNED CHECKS DUE TO INSUFFICIENT FUNDS.

SIGN: Jackie

Allegra 88608



2/16

Item 10.





2/16

Item 10.






**TESTING & ENGINEERING CO., INC.**

1005 Emmett Street, Suite A, Augusta, Georgia 30904 • (706) 733-6960 • Fax (706) 737-0629

## CONSTRUCTION TESTING/INSPECTION REPORT

CLIENT:	Infrastructure Systems Management, LLC	ADDRESS:	Augusta, Georgia
PROJECT:	Henry Brigham Community Center	LOCATION:	Augusta, Georgia
WEATHER:	Sunny and Warm	REPORT NO:	T23-E63

WORK IN PROGRESS:	See General Comments
TEST PERFORMED:	Site observation
INSTRUCTIONS RECEIVED:	Technician on site
GENERAL COMMENTS:	<p>Technician arrived on site as requested by contractor. Technician observed a large excavated area approximately 5 to 7 feet below grade in the northeast corner of the building pad to remove heavily saturated, unstable material. Contractor informed technician some light organics and debris were found during excavation. Technician also observed additional material with organics and debris in the cut bank of the excavated area. Technician tested the bottom of the excavated area using a probe rod, and observed firm and stable conditions at this time. Technician suggested to remove any material with organics and debris from the building pad and replace with clean fill material compacted in thin lifts with compaction testing performed on every 1 foot of compacted fill.</p>

TOTAL TIME:		3.0 hours	
DATE:		February 15, 2023	TECHNICIAN: Matt Spires

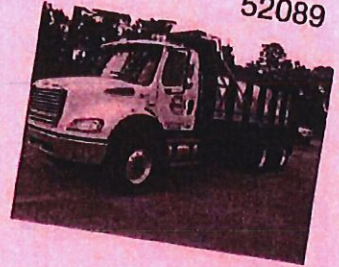
  
 \_\_\_\_\_  
 SIGNATURE

1 cc: Infrastructure Systems Management, LLC; Tony Williams (via email)  
 1 cc: R.D. Brown Contractors, Inc.; Donald Coleman (via email)



**HOWELL'S HAULING, INC.**  
 859 TRIANGLE INDUSTRIAL CT.  
 EVANS, GA 30809  
 OFFICE: 706-210-4143  
 FAX: 706-210-7963  
 EMAIL: jhowellinc@comcast.net

52089



Joe Howell  
 706-533-2717

Ann Weaver  
 706-533-9892

For \_\_\_\_\_

Address \_\_\_\_\_

DAY \_\_\_\_\_

DATE \_\_\_\_\_

DRIVER \_\_\_\_\_

TRUCK # \_\_\_\_\_

START TIME \_\_\_\_\_

BEG. MILES \_\_\_\_\_

END TIME \_\_\_\_\_

END MILES \_\_\_\_\_

LUNCH TIME \_\_\_\_\_

GA MILES \_\_\_\_\_

SC MILES \_\_\_\_\_

JOB	TIME	PRODUCT HAULED	LOADS
FROM			
TO	7:15	1/5	
FROM		4H1	
TO		Dirt	6
FROM		4H1H1H1	
TO		2/5	11
FROM		4H1H1H1H1	
TO			15

WE MAKE DELIVERIES INSIDE THE CURB LINE AT THE CUSTOMER'S RISK ONLY AND ACCEPT NO RESPONSIBILITY WHATSOEVER FOR PERSONAL OR PROPERTY DAMAGE RESULTING FROM SUCH DELIVERIES. CUSTOMER SHALL FURNISH SOLID APPROACHES WITH SUFFICIENT OVERHEAD AND GRADE LEVEL CLEARANCES FOR VEHICLE AND A QUALIFIED SIGNALMAN TO DIRECT VEHICLE AROUND OBSTACLES AND WHEN MOVING IN REVERSE. MATERIALS SUPPLIED BY SELLER ALL SALES AND DELIVERIES MADE SUBJECT TO SELLER'S TERMS AND CONDITIONS. CUSTOMER IS RESPONSIBLE FOR ANY COSTS INCURRED BY SELLER RELATIVE TO COLLECTING PAST DUE FUNDS INCLUDING RETURNED CHECKS DUE TO INSUFFICIENT FUNDS.

SIGN: \_\_\_\_\_

Allegra 88606








**TESTING & ENGINEERING CO., INC.**

1005 Emmett Street, Suite A, Augusta, Georgia 30904 • (706) 733-6960 • Fax (706) 737-0629

## CONSTRUCTION TESTING/INSPECTION REPORT

<b>CLIENT:</b> Infrastructure Systems Management, LLC <b>PROJECT:</b> Henry Brigham Community Center <b>WEATHER:</b> Sunny and Warm	<b>ADDRESS:</b> Augusta, Georgia <b>LOCATION:</b> Augusta, Georgia <b>REPORT NO:</b> T23-F50
---	--


**WORK IN PROGRESS:** See General Comments

**TEST PERFORMED:** Proofroll observation

**INSTRUCTIONS RECEIVED:** Technician on site

**GENERAL COMMENTS:** Technician arrived on site as requested by contractor to observe a fully loaded tandem axle dump truck proofroll the subgrade for building pad area. Technician observed four (4) large areas in the building pad with approximately 3 to 4 feet of heavily saturated, unstable material. Technician also observed organic material approximately 3 feet below subgrade in an excavated area where one of the sections was soft. Technician tested the bottom of the excavated area using a probe rod and observed firm and stable conditions at this time. Technician suggested to remove any material with organics and debris from the building pad and replace with clean fill material compacted in thin lifts with compaction testing performed every lift.

<b>TOTAL TIME:</b> 3.0 hours	
<b>DATE:</b> February 20, 2023	<b>TECHNICIAN:</b> Evan Pope



SIGNATURE

1 cc: Infrastructure Systems Management, LLC; Tony Williams (via email)  
 1 cc: R.D. Brown Contractors, Inc.; Donald Coleman (via email)



2/24

Item 10.



Proof Roll - Did Not Pass





TESTING &amp; ENGINEERING CO., INC.

1005 Emmett Street, Suite A, Augusta, Georgia 30904 • (706) 733-6960 • Fax (706) 737-0629

**CONSTRUCTION TESTING/INSPECTION REPORT**

CLIENT:	Infrastructure Systems Management, LLC	ADDRESS:	Augusta, Georgia
PROJECT:	Henry Brigham Community Center	LOCATION:	Augusta, Georgia
WEATHER:	Sunny and Hot	REPORT NO:	T23-G16

WORK IN PROGRESS:	See General Comments
TEST PERFORMED:	Proofroll observation
INSTRUCTIONS RECEIVED:	Technician on site
GENERAL COMMENTS:	As requested by contractor, technician arrived on site to observe a fully loaded tandem axle dump truck proofroll the subgrade for the building pad area. Several areas were flexing and pumping at time of observation. Technician suggested to scarify and allow the saturated material to dry or, if time is an issue, remove and replace with a drier material.

TOTAL TIME:		3.0 hours	
DATE:		February 24, 2023	TECHNICIAN: Caleb Vaughn

  
 SIGNATURE

- 1 cc: Infrastructure Systems Management, LLC; Tony Williams (via email)  
 1 cc: R.D. Brown Contractors, Inc.; Donald Coleman (via email)

A black and white photograph of a white Kenworth dump truck parked on a grassy field. The truck is a medium-duty vehicle with a dump body. The Kenworth logo is visible on the side of the cab. The background shows some trees and a clear sky.

Joe Howell  
706-533-2717

**Ann Weaver**  
**706-533-9892**

For Dec 1966

Address Henry - Bingham Park

DAY Wed DATE 3-1-23 TRUCK # 31

DRIVER Jackie TRUCK # 100  
BEG. MILES 16153

START TIME 7.01 END MILES 12.2

END TIME \_\_\_\_\_ GA MILES \_\_\_\_\_

LUNCH TIME 11:30-11:50 SC MILES

JOB		TIME	PRODUCT HAULED	LOADS
FROM				
TO				
FROM				
TO				
FROM				
TO				
FROM				
TO				

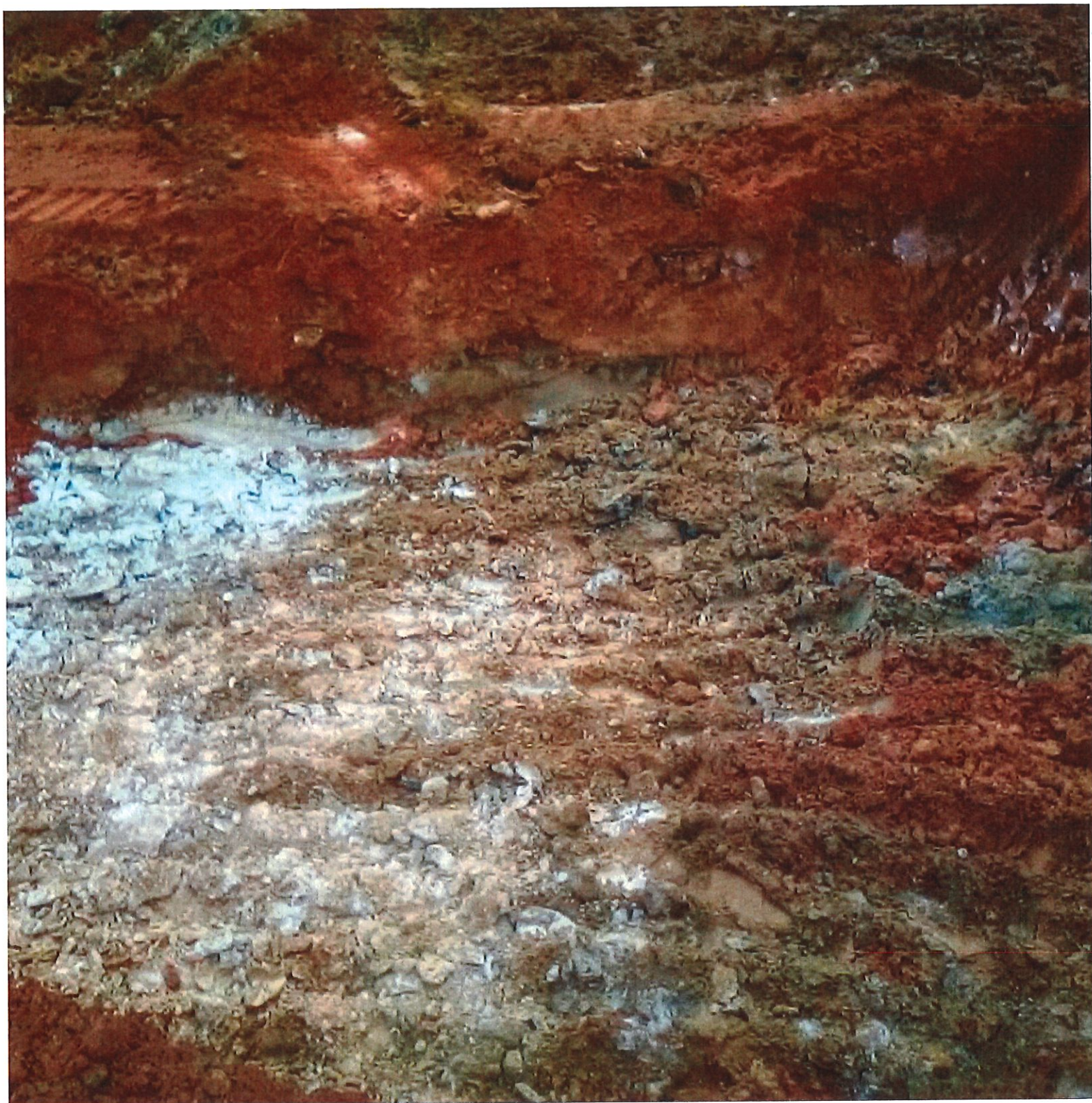
WE MAKE DELIVERIES INSIDE THE CURB LINE AT THE CUSTOMER'S EXPENSE.

WE MAKE DELIVERIES INSIDE THE CURB LINE AT THE CUSTOMER'S RISK ONLY AND ACCEPT NO RESPONSIBILITY WHATSOEVER FOR PERSONAL OR PROPERTY DAMAGE RESULTING FROM SUCH DELIVERIES. CUSTOMER SHALL FURNISH SIGNALMAN TO DIRECT VEHICLE AROUND OBSTACLES AND GRADE LEVEL CLEARANCES FOR VEHICLE AND A QUALIFIED ALL SALES AND DELIVERIES MADE SUBJECT TO SELLER'S TERMS AND CONDITIONS. MATERIALS SUPPLIED BY SELLER REMAIN THE PROPERTY OF SELLER UNTIL PAID IN FULL. CUSTOMER IS RESPONSIBLE FOR ANY COSTS INCURRED BY SELLER RELATIVE TO COLLECTING PAST DUE FUNDS INCLUDING RETURNED CHECKS DUE TO INSUFFICIENT FUNDS.

SIGN: \_\_\_\_\_

120











3/8

Item 10.





Screenings (M10)

**HOWELL'S HAULING, INC.**  
 859 TRIANGLE INDUSTRIAL CT.  
 EVANS, GA 30809  
 OFFICE: 706-210-4143  
 FAX: 706-210-7963  
 EMAIL: jhowellinc@comcast.net

50885



Joe Howell  
 706-533-2717

Ann Weaver  
 706-533-9892

For Dec HaireAddress ~~Dec Haire~~DAY wed DATE 3-8-23 TRUCK # 31DRIVER Jackie BEG. MILES 167024START TIME 7:00 END MILES         END TIME          GA MILES         LUNCH TIME 11:45-12:15 SC MILES         

JOB	TIME	PRODUCT HAULED	LOADS
FROM <u>MMLW</u>	<u>7:00</u>	<u>M10</u>	
TO <u>Henn. Brigham</u>			
FROM <u>On Site</u>		<u>UHI</u>	<u>6</u>
TO <u>rack</u>			
FROM <u>On Site</u>		<u>M10</u>	<u>2</u>
TO <u>        </u>			
FROM <u>        </u>		<u>        </u>	<u>1</u>
TO <u>        </u>			

WE MAKE DELIVERIES INSIDE THE CURB LINE AT THE CUSTOMER'S RISK ONLY AND ACCEPT NO RESPONSIBILITY WHATSOEVER FOR PERSONAL OR PROPERTY DAMAGE RESULTING FROM SUCH DELIVERIES. CUSTOMER SHALL FURNISH SOLID APPROACHES WITH SUFFICIENT OVERHEAD AND GRADE LEVEL CLEARANCES FOR VEHICLE AND A QUALIFIED SIGNALMAN TO DIRECT VEHICLE AROUND OBSTACLES AND WHEN MOVING IN REVERSE. MATERIALS SUPPLIED BY SELLER ALL SALES AND DELIVERIES MADE SUBJECT TO SELLER'S TERMS AND CONDITIONS. CUSTOMER IS RESPONSIBLE FOR ANY COSTS INCURRED BY SELLER RELATIVE TO COLLECTING PAST DUE FUNDS INCLUDING RETURNED CHECKS DUE TO INSUFFICIENT FUNDS.

SIGN:         

Allegra 88606



M10s shown in isolated pockets  
Slab Area before it was rolled  $\frac{1}{3}$  Pro & Rolled.






**csra**
**TESTING & ENGINEERING CO., INC.**

1005 Emmett Street, Suite A, Augusta, Georgia 30904 • (706) 733-6960 • Fax (706) 737-0629

## CONSTRUCTION TESTING/INSPECTION REPORT

<b>CLIENT:</b> Infrastructure Systems Management, LLC <b>PROJECT:</b> Henry Brigham Community Center <b>WEATHER:</b> Sunny and Mild	<b>ADDRESS:</b> Augusta, Georgia <b>LOCATION:</b> Augusta, Georgia <b>REPORT NO:</b> T23-0094
---	---

<b>WORK IN PROGRESS:</b>	See General Comments
--------------------------	----------------------

<b>TEST PERFORMED:</b>	Proofroll observation
------------------------	-----------------------

<b>INSTRUCTIONS RECEIVED:</b>	Technician on site
-------------------------------	--------------------

<b>GENERAL COMMENTS:</b>	Technician arrived on site as requested by contractor to observe a fully loaded tandem dump truck proofroll the building pad a subgrade elevation. All areas observed appeared to be firm and stable at time of observation. Please see attached map for locations.
--------------------------	---

<b>TOTAL TIME:</b>	3.0 hours
--------------------	-----------

<b>DATE:</b>	March 8, 2023
--------------	---------------

<b>TECHNICIAN:</b>	Glenn Davis
--------------------	-------------

SIGNATURE

1 cc: Infrastructure Systems Management, LLC; Tony Williams (via email)  
 1 cc: R.D. Brown Contractors, Inc.; Donald Coleman (via email)









# Norvell

## FIXTURE & EQUIPMENT CO., INC.

P.O. BOX 14838

AUGUSTA, GEORGIA 30919-0838

(706) 855-7267

1-800-282-2674

FAX (706) 855-7311

December 21, 2022

RD Brown Contractors  
PO 6535 (29861)  
410 Carolina Springs Road (29841)  
North Augusta, SC

Attn: Donald Coleman

Re: Henry Brigham Community Center  
Change Order Request #1

Dear Donald,

This letter is in response to the mark-ups on our returned approved submittals.

- Item 6 – To provide the range with casters, ADD..... \$ 359.65 total
- Item 10 – To delete 4 each work tables as originally submitted, please  
**DEDUCT..... \$ 1,197.93 x 4 = <\$ 4,791.72>**
- Item 10 – To provide 4 each work tables with 5" backsplash, Advance #KMS-304, ADD..... \$ 1,360.96 x 4 = \$ 5,443.84 total

Please let me know as soon as possible of the accepted changes so that I can release these items for production. If all changes are accepted, please issue an ADDITIVE change order to our contract in the amount of \$ 1,011.77.

Sincerely,

NORVELL FIXTURE &amp; EQUIPMENT CO., INC.

Net Add \$1101<sup>77</sup>

Dana Caudill

Cc: Bill Norvell  
Will Sherrill  
File

**BILL JAMES AND SONS, INC**  
**MECHANICAL CONTRACTORS**

P.O. BOX 178  
AUGUSTA, GEORGIA 30903  
GA. REG #CU-401679  
SC. LIC #M-2133

PHONE – 706-724-2142

FAX – 706-724-0421

**CHANGE ORDER REQUEST**

TO: Donald Coleman  
FROM: Michael James  
DATE: 12/8/2022  
REFERENCE: Henry Brigham Community Center  
*Changes to piping*

We are pleased to provide a deductive pricing proposal to change the gas piping system from a low pressure system to a 2 pound system with all necessary regulators to be installed at gas fired units and cooking equipment. We would be changing the pipe sizing (**sizing has been reviewed by the engineer of record**) and fittings from malleable threaded fittings to Mega Press type gas fittings. We have consulted with the engineer, Curtis V. Williamson, and he has agreed to allow the above mentioned changes if approved by the owner.

**TOTAL CREDIT/DEDUCT**      **<\$8,754.00>**

If you have any questions please do not hesitate to call the office.

Thank you,

Michael James



Rett,

WE have provided the pricing to install the secondary power to the Senior Center at 2463 Golden Camp road as per the attached email from Joe Pearson dated 3/20/23.

Electrical sub R L Wiley	\$38,939
R D Brown fee	0

Total	\$38,939
-------	----------

Let me know if you need anything else.

**Donald Coleman**

Post Office 6535 (29861) • 410 Carolina Springs Road (29841)  
North Augusta, SC • t. 803.279.3176 • f. 803.279.3811  
[www.browntrusted.com](http://www.browntrusted.com)



trusted.



3/23/2023 9:13:25 AM

R L Wiley Electrical Contractors, Inc  
 Henry Brigham 1\_11\_23  
 Totals (Detailed) - Bid Summary: SeniorNP3

Page 1

Job Number 6026  
 Bid Date 11/18/2021  
 Bid Time 7:23:00 AM  
 Square Footage 25,000

## Material Totals

<u>Division</u>	<u>Total</u>	<u>Factor</u>	<u>Extended</u>
01 Underground Feeder Raceway	\$6,243.57	0.00 %	\$6,243.57
03 Above Ground Feeder Raceway	9.90	0.00 %	9.90
05 Feeder Wire	13,998.82	0.00 %	13,998.82
<b>Total</b>	<b>\$20,252.29</b>		<b>\$20,252.29</b>
<b>Sales Tax (8.00%)</b>			<b>\$1,620.18</b>
<b>Total Material</b>			<b>\$21,872.47</b>

## Labor Hours

<u>Division</u>	<u>Extended</u>
Direct Labor Hours (Lump sum)	300.00

## Labor Rates

<u>Category</u>	<u>% of Total</u>	<u>Hours</u>	<u>Base Rate</u>	<u>Burden \$</u>	<u>Burden %</u>	<u>Extended</u>
Journeyman	100.000	300.000	\$28.00	10.64	38.000	\$11,592.00
<b>Total</b>	<b>100.000</b>	<b>300.000</b>	x \$38.64 (average of labor rate w/burden) =			<b>\$11,592.00</b>

## Non-Productive Labor

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Factor</u>	<u>Extended</u>
<b>Total</b>				<b>\$0.00</b>

**Total Labor (300.00 hours)** **\$11,592.00**

## Tools and Miscellaneous Materials

<u>Description</u>	<u>Total</u>
Tools and Miscellaneous Materials (Lump sum)	\$231.00

**Job Subtotal (Prime Cost)** **\$33,695.47**

**Overhead (7.50%)** **2,527.16**

**Profit (7.50%)** **2,716.70**

**Job Total** **\$38,939.33**

**Donald Coleman**

---

**To:** Rett Harbeson  
**Subject:** Brick allowance

See attached numbers for the brick allowance using the Velour brown and velour dark gray brick selections.

104,000 brick at an increase cost of \$100 per thousand brick.

104 x 100= \$10,400

\$ 832 8% Sales Tax

Total \$11,232

**Donald Coleman**

Post Office 6535 (29861) ◊  
North Augusta, SC ◊ t. 803.279.3176 ◊ f. 803.279.3811



trusted.



**Donald Coleman**

---

**From:** Donald Coleman  
**Sent:** Wednesday, April 19, 2023 4:48 PM  
**To:** Rett Harbeson; Camron Walker  
**Subject:** FW: Proposal on Senior Center water line  
**Attachments:** 20230419163540392.pdf

Rett,

The price to install a new water line to the Senior Center as per drawing C301 revision #2 is \$7,425. I have attached the sub's proposal for your review.

**Donald Coleman**

Post Office 6535 (29861) • 410 Carolina Springs Road (29841)  
North Augusta, SC • t. 803.279.3176 • f. 803.279.3811  
[www.browntrusted.com](http://www.browntrusted.com)



trusted.

**DEE HAIRE, INC.**

APPLING, GA 30802  
706-830-2637

**REVISED PRICE QUOTE**

TO: RD BROWN  
c/o Donald Coleman  
North Augusta, SC

DATE: 4/19/2023

JOB: 2" Water Line Change Order  
LOCATION: Henry Brighman Community Center

**DESCRIPTION & PRICE**

Item #	Description	Unit	Quantity	Unit Price	Total
1	2" Schedule 80 Water Line	Lf	270	\$25.65	\$6,925.50
2	Mobilization	ls	1	\$500.00	\$500.00
				Total Bid Price	\$7,425.50

**NOTES:**

- \* Dee Haire Inc. is not responsible for drainage in areas where grades are less than 1%.
- \* The above prices do not include any mucking or replacement of unsuitable material.
- \* The above prices do not include any removal or relocation of existing utilities.
- \* Utility Locates are responsibility of others.
- \* Fees, meters, inspections and permits are to be the responsibility of others.
- \* Prices are based on email quantities and drawing received on 4/18/2023

**\*\* PRICES GOOD FOR THIRTY DAYS FROM DATE ABOVE**

SIGNATURE: Dee Haire

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_



## Commission Meeting

June 29, 2023

### HCD\_ Rehabilitation Program Approval Request

<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve one (1) Rehabilitation project located at 2121 Richards Road.
<b>Background:</b>	<p>The Homeowner-Occupied Rehabilitation Program provides a mechanism for eligible homeowners to bring their home into compliance with local codes and provide safe, decent housing for lower-income individuals.</p> <ul style="list-style-type: none"> <li>• <b><u>Homeowner Occupied Rehabilitation</u></b> – Rehab to include rehabbing of the roof, gutters, floors, ceilings, HVAC, etc...</li> </ul> <p>The Homeowner-Occupied Rehabilitation Program is designed to bring the eligible homeowner's dwelling into compliance with applicable, locally adopted housing rehabilitation standards to reduce ongoing and future maintenance costs, promote energy efficiency, and to preserve decent affordable owner-occupied housing. Federal funding for these activities is provided to Augusta, GA through the Community Development Block Grant (CDBG) Program and the Home Investment Partnership Program (HOME).</p> <p>This request will provide one (1) homeowner with funding for the following address:</p> <ol style="list-style-type: none"> <li>1. Contractor: Curry's Home Improvement Project Address: 2121 Richards Road, Augusta GA 30906  Amount: \$27,950</li> </ol>
<b>Analysis:</b>	The approval of this request will allow one (1) homeowner to obtain compliant, decent, and safe housing.

**Financial Impact:** The city receives funding from the US Housing and Urban Development (HUD) on an annual basis. Total amount requested - \$ **27,950.**

**Alternatives:** Do not approve HCDs Request.

**Recommendation:** Motion to approve one (1) Rehabilitation project located at 2121 Richards Road.

**Funds are available in the following accounts:** U.S. Department of Housing and Urban Development (HUD) Funds:  
a) CDBG -221073210-5225110

**REVIEWED AND**  
**APPROVED BY:**

Procurement  
Finance  
Law  
Administrator  
Clerk of Commission

<b>AHCDD Form 507</b> (Rev. 11/05)	<b>AUGUSTA HOUSING &amp; COMMUNITY DEVELOPMENT DEPARTMENT</b>	<b>Date:</b>  <u>06/07/2023</u>
	<b>CONSTRUCTION CONTRACT - HOUSING REHABILITATION</b>	

**THIS CONTRACT**, by and between \_\_, hereinafter called "**Owner**" and **\_Curry Home Improvement** \_\_, hereinafter called the "**Contractor.**"

**WITNESSETH:**

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

**ARTICLE 1  
CONTRACT DOCUMENTS**

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

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

First Priority:                      Manufacturer's Instructions

Second priority:                  Construction/Rehabilitation Contract

Third Priority:                     General Conditions of Contract, 2000 version

Fourth Priority:                  Work Write-Up dated 06/13/22

**AHCDD Form 507**  
(Rev. 11/05)

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

**Date:**

06/07/2023

**ARTICLE 2**  
**SCOPE OF SERVICES**

The Contractor shall do all the work and provide all the materials, tools, machinery, supervision, etc., necessary for the rehabilitation of the property locate 2121 Richards Road, all in accordance with the Work Write-Up which is attached hereto and expressly incorporated herein by reference and made a part hereof.

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

Scope

Contractor

---

---

---

---

**ARTICLE 3**  
**TIME OF PERFORMANCE**

The services of the Contractor are to commence on 06/20/2023 and shall be completed by 07/30/2023. As time is of the essence, the Contractor will, if these services are not completed within this time period, be assessed the amount of **Fifty Dollars (\$50.00)** for each day the work is not substantially completed after 07/30/2023 unless an extension is granted by the Owner. Liquidated damages shall be deducted from the total amount of payment due the Contractor under this Contract.

**ARTICLE 4**  
**CONTRACT PRICE**

In consideration of the terms and obligations of this Contract, the Owner agrees to pay the Contractor **Twenty-Seven Thousand Nine Hundred Fifty Dollars \$27,950.00**. The Contract Sum is based upon the following alternates, which are described in the Contract Documents and are hereby accepted by the Owner:

<b>AHCDD Form 507</b> (Rev. 11/05)	<b>AUGUSTA HOUSING &amp; COMMUNITY DEVELOPMENT DEPARTMENT</b>	<b>Date:</b>  <u>  06/07/2023  </u>
	<b>CONSTRUCTION CONTRACT - HOUSING REHABILITATION</b>	

#1 \_\_\_\_\_  
 #2 \_\_\_\_\_  
 #3 \_\_\_\_\_

## ARTICLE 5 PROGRESS PAYMENTS

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

## ARTICLE 6 CONTRACTOR AFFIDAVIT

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

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



**AHCDD Form 507**  
(Rev. 11/05)

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

**Date:**

\_06/07/2023\_

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

The Owner's Representative shall be Sonya Johnson.

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

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

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

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

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

**ARTICLE 8  
CHANGES IN THE WORK**

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

**ARTICLE 9  
FINES**

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



**AHCDD Form 507**  
(Rev. 11/05)

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

**Date:**

**\_06/07/2023\_**

**ARTICLE 10  
TERMINATION OF AGREEMENT**

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

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

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

**ARTICLE 11  
ARBITRATION**

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

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

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

**AHCDD Form 507**  
(Rev. 11/05)

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

**Date:**

06/07/2023

**ARTICLE 12  
ASSIGNMENT OF CONTRACT**

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

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

**CONTRACTOR**

Mack Curry

Name of Contractor

Curry's Home Improvement

Contractor's Representative – Title

\_\_\_\_\_  
Signature of Contractor

**OWNER**

\_\_\_\_\_  
Name of Homeowner

\_\_\_\_\_  
Signature of Owner

**WITNESS:** \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**AHCDD Form 507**  
(Rev. 11/05)

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

**Date:**

  06/07/2023  

Approved as to form:

\_\_\_\_\_  
Augusta, GA Law Department

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

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

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

By: \_\_\_\_\_  
Takiyah A. Douse  
As its interim Administrator

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

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director, HCD

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

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk



## Commission Meeting

June 29, 2023

HCD\_ Request to Approve HCD's LW/B 2023 Contract Approval Process

---

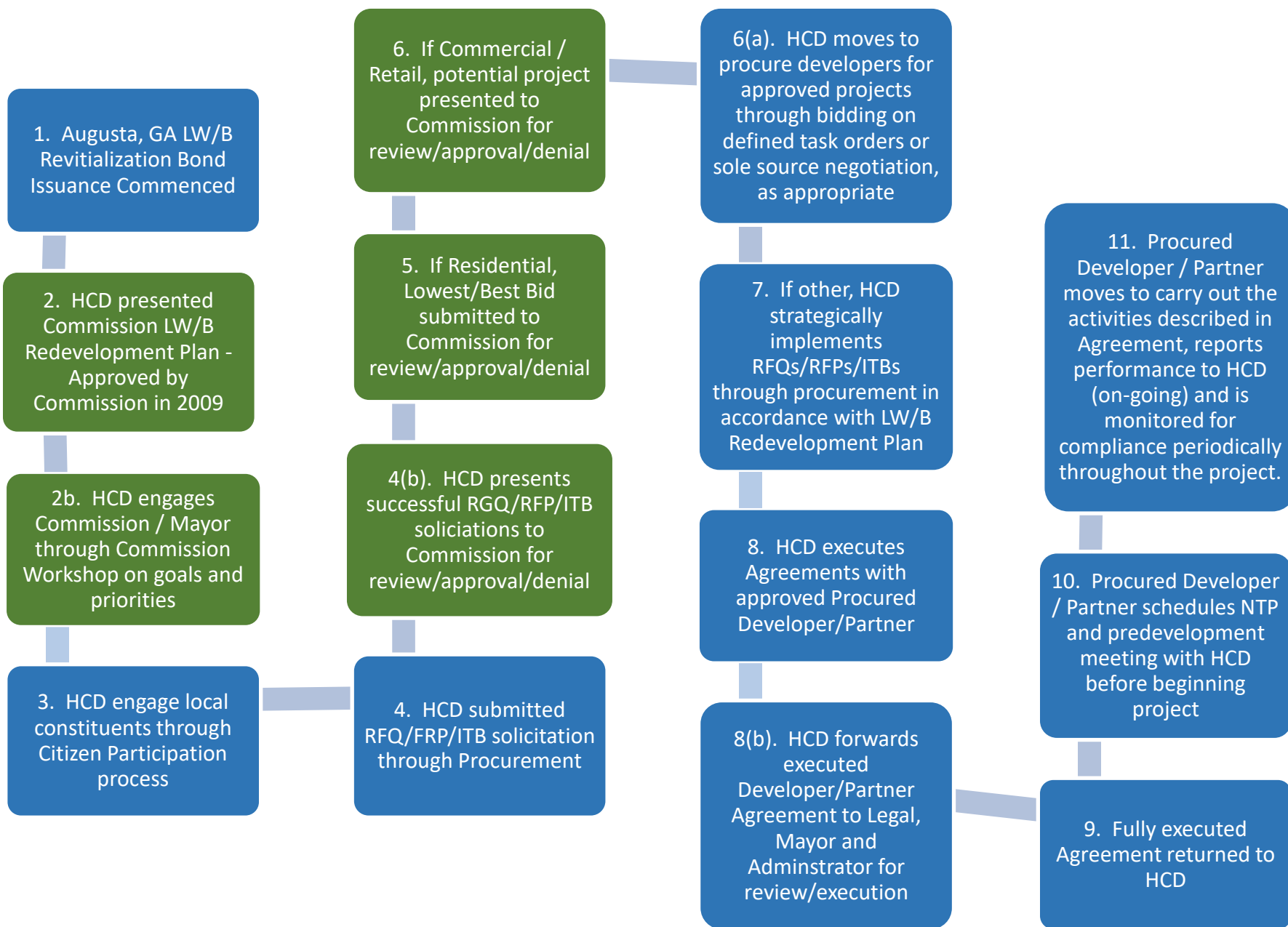
<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for the remainder of calendar year 2023 (June – December 2023).
<b>Background:</b>	In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and homebuyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. To date, HCD (via partnership) continues impactful community developmental activities in seven (7) developmental nodes with continued focus on a Community Economic Development strategy centered around housing, commercial, retail, job creation, and a wraparound supportive service network. To facilitate the execution of our agreements/contract process, we propose the utilization of our attached Agreement/Contract procedural process (see attached).
<b>Analysis:</b>	<p>The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged and aware of Housing and Community Development's (HCDs) progress and projects.</p> <p>Approval of the proposed procedural process will enable continued redevelopment within the Laney Walker/Bethlehem neighborhoods.</p>
<b>Financial Impact:</b>	Without Commission Approval of a LW/B Agreement / Contract procedural process for Calendar Year 2023, HCD will be unable to move forward with necessary development initiatives containing partnership or contractual elements.

<b>Alternatives:</b>	Do not approve HCD's LW/B Agreement/Contract procedural process request for the remainder of calendar year 2023 (June – December 2023).
<b>Recommendation:</b>	Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for remainder of calendar year 2023 (June – December 2023).
<b>Funds are available in the following accounts:</b>	Laney Walker/Bethlehem Revitalization Project Funds is the primary funding source.
<b><u>REVIEWED AND APPROVED BY:</u></b>	Procurement Finance Law Administrator Clerk of Commission



# HCD LW/B CONTRACT PROCEDURAL PROCESS FLOW CHART

Item 12.



\*Green boxes denote ARC Commission Action

17 December 2021



## Commission Meeting

June 29, 2023

Nationwide search for an administrator

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>move</b> forward with a nationwide search for an Administrator using an outside firm to start the search within 2 weeks. <b>(Requested by Commissioner Wayne Guilfoyle).</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

---

**From:** Wayne Guilfoyle <augustatile1@gmail.com>  
**Sent:** Tuesday, June 20, 2023 5:39 PM  
**To:** Lena Bonner; Natasha L. McFarley  
**Subject:** [EXTERNAL] Commission agenda

Mrs. Bonner, will you add this to the agenda?

Motion to move forward with a Nation wide search for a Administrator using a outside firm to start the search within 2 weeks.

Thank you, Wayne Guilfoyle

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



## Commission Meeting

June 29, 2023

Renaming of Fort Gordon to Fort Eisenhower

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Discuss the renaming of Fort Gordon to Fort Eisenhower as it pertains to the city and the businesses on Fort Gordon. (Requested by Mayor Garrett Johnson)
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

---

**From:** Keona Shaw  
**Sent:** Wednesday, June 21, 2023 10:07 AM  
**To:** Lena Bonner  
**Cc:** Jasmine Sims; Natasha L. McFarley  
**Subject:** Agenda Item

Ms. Bonner, Good afternoon,

The Mayor would like to add to the agenda discussing renaming of Fort Gordon to Fort Eisenhower as it pertains to the city and the businesses on Fort Gordon at the next Committee/Commission meeting.

**Keona Shaw | Legislative Policy**

**Office of the Mayor**

**Augusta - Richmond County**

535 Telfair Street, Suite 200 • Augusta, GA 30901

Office • 706.821.1831 | Mobile • 706.831.1019

[kshaw@augustaga.gov](mailto:kshaw@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)

---

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





# What can the City of Augusta Do?

- 1) Provide the installation one or two POCs to serve as the lead planner/coordinator. Discussions will start to open up soon and the installation wants to ensure the city and county are well represented. Bill Hegedusich and Roy Clayton are the leads for the installation.
- 2) Please alert the installation of any negative thoughts or feedback surrounding any portion of the redesignation sooner than later. The installation is planning a session next month with GDOT, the surrounding counties, and Cities (e.g. Augusta, Evans, and Grovetown). The installation would like to get their support and input on highway signage and other Fort Gordon markers or references off the installation we may not be tracking. The little-known locations are the ones some communities take offense to when/if the city determines it needs to change. For the record, the installation sees Gordon Hwy as a local community decision. We do not intend to advocate one way or the other.
- 3) Ceremony planning will ignite conversations about community policing outside the installation days leading up to the ceremony. The installation thinks that mostly involves Richmond and Columbia County. The installation will ensure all community partners and first responders are tracking the security plan.
- 4) The installation is getting closer to final approval on the date (27 October 2023). On the 22<sup>nd</sup> of June the installation briefed the DAS and DA G9. They will craft the approval memo for SECARMY/CSA visibility, then approval granted. Formal invites will soon follow. Certainly, the installation would like to have the Mayor and Commissioners in attendance.



## Commission Meeting

June 29, 2023

Naming/Renaming of the Augusta Riverwalk Park

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Discuss the naming/renaming of the Augusta Riverwalk Park to the name of <b>Edward M. McIntyre, Sr. - Charles A. DeVaney Riverwalk Park</b> and placed their names on the entrance of the 8th Street bulkhead archway. ( <b>Requested by Commissioners Bobby Williams, Francine Scott and Jordan Johnson</b> )
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Commission Meeting

June 29, 2023

Naming/Renaming of the Augusta 8<sup>th</sup> Street Plaza

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Discuss the naming/renaming of the Augusta 8th Street Plaza to the <b>Edward M. McIntyre, Sr. Plaza at 8th Street. (Requested by Commissioners Bobby Williams, Francine Scott and Jordan Johnson)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Commission Meeting

June 29, 2023

### HCD\_ Lead Hazard Reduction Program Approval Request

---

<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve Lead Hazard Reduction Project located at 237 Walker Street.
<b>Background:</b>	<p>On November 21, 2019, HUD awarded \$3.3 million, to the State of Georgia as part of the record investment of \$314 million nationwide: to 77 state and local government agencies that will help protect Augusta, Georgia's children and families from lead-based paint and home health hazards.</p> <p>The Lead-Based Paint Hazard Reduction Program (LBP) grants include \$3,000,000 in LBP funding and \$300,000 in HUD's Healthy Homes Supplemental funding. The LBP grants include \$30 million nationwide in HUD's Healthy Homes Supplemental funding to help communities address housing-related health and safety hazards, in addition to lead-based paint hazards.</p> <p>Address: 237 Walker Street. Augusta, GA 30901, Contractor: Clean &amp; Green, Budget: \$26,000, Project Type: Lead Hazard Reduction</p> <p><b><u>Lead Hazard Reduction</u></b></p> <p>This program funds lead hazard reduction activities in owner-occupied single-family homes and rental properties if the unit meets the minimum program requirements. These requirements include, but are not limited to: the unit must be in need of lead hazard reduction activity; structurally sound upon completion of the lead hazard activity; and registered with the <b>Georgia Department of the Environment Lead Poisoning Prevention Program.</b></p>
<b>Analysis:</b>	Approval of this request will allow the homeowner to participate in the City of Augusta Lead Safe Housing Initiative.

<b>Financial Impact:</b>	Augusta, Georgia receives funding from HUD annually.
<b>Alternatives:</b>	Deny HCD's Request
<b>Recommendation:</b>	Motion to approve Lead Hazard Reduction Project located at 237 Walker Street.
<b>Funds are available in the following accounts:</b>	Motion to approve HCD's request to address lead hazards. Quantity (1) Lead Hazard Rehabilitation Project.
<b><u>REVIEWED AND APPROVED BY:</u></b>	Lead Grant: Total Amount Requested: \$26,000 221073227- 5211120 Contractual Services



AHCDD Form 508

(Rev. 05/04)

AUGUSTA HOUSING & COMMUNITY  
DEVELOPMENT DEPARTMENTCONSTRUCTION CONTRACT -  
REPAIR PROJECT

Date:

6/12/2023

This agreement is between (Contractor):

Clean and Green Environmental Property Solutions Group Inc  
3245 Peachtree Pkwy, Suite D-468  
Suwannee, GA 30024

And: Augusta Housing & Community Development Department  
925 Laney-Walker Boulevard  
Augusta, Georgia 30901

Project : Property Owner  
237 Walker St.  
Augusta Ga, 30901

Project # Lead Hazard Reduction

The Contractor agrees to furnish all labor and materials to complete in good, workmanlike manner repairs to the property shown above, for the total sum of **TWENTY SIX THOUSAND DOLLARS \$26,000.00**. All work will be accomplished in accordance with the attached Work Write-Up, and Housing and Urban Development Lead Hazard and Healthy Homes Guidelines.

The Contractor agrees to accept payment from the Augusta Housing and Community Development Department in accordance with Department payment procedures. The Contractor agrees to complete all repair work required by this contract within **10** working days of the date of this contract.

The undersigned, having reviewed and understood this contract, agrees to the terms as specified above and in the attached contract documents.

\_\_\_\_\_  
Hawthorne Welcher, Director  
Housing & Community  
Development Department

\_\_\_\_\_  
Contractor, Clean and Green

Witness: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

(SEAL)

**AHCDD Form 508**  
(Rev. 05/04)**AUGUSTA HOUSING & COMMUNITY  
DEVELOPMENT DEPARTMENT  
CONSTRUCTION CONTRACT -  
REPAIR PROJECT****Date:**  
**6/12/2023**

Approved as to Form:

**By:** \_\_\_\_\_  
**Augusta, GA Legal Department**  
**As its Legal Representative****Date:** \_\_\_\_\_**By:** \_\_\_\_\_  
**Garnett L. Johnson**  
**As its Mayor****Date:** \_\_\_\_\_**By:** \_\_\_\_\_  
**Takiyah A Douse**  
**As its Interim Administrator****Date:** \_\_\_\_\_**By:** \_\_\_\_\_  
**Hawthorne Welcher, Jr.**  
**As its Director, HCD****Date:** \_\_\_\_\_**By:** \_\_\_\_\_  
**Lena Bonner**  
**As its Clerk****Date:** \_\_\_\_\_

## LEAD HAZARD WORK WRITE UP

<b>PROPERTY OWNER:</b> 237 Walker St Augusta, GA 30901		<b>CONTRACTOR:</b> Clean and Green Environmental Property Solutions Group Inc 3245 Peachtree Pkwy, Suite D-468 Suwanee, GA 30024		<b>LEAD-BASED PAINT</b> If item is indicated as Lead-Based Paint, additional costs for abatement, encapsulation, hazard control, lead-safe work practices, and clearance cleaning must be included in Total Cost. See Risk Assessment for required mitigation measures.	
<b>PROJECT ADDRESS:</b> _____		<b>ADDRESS:</b> _____		<b>PHONE:</b> 678-807-7900	
<b>PROJECT NUMBER:</b> _____		<b>INSPECTOR:</b> DARRELL GRANT		<b>DATE:</b> 8/1/2022	

Item Description	LBP	Demolish	Install	Repair	Quantity	Unit	Unit Cost	Total	Specifications
<b>DIMENSIONS:</b>									
1 MATERIALS COST	X		X		1	LOT		\$600	SET UP, DECON, MASK, PER ABATEMENT METHODS
<b>EXTERIOR</b>									
2 FASCIA, WOOD	X			X	304	LF		\$900	Replace any damaged wood with like kind INCLUDING FRONT PORCH (PER CODE) and ENCAPSULATE WITH ENCAPSULANT PAINT.
3 EXTERIOR DOOR TRIM	X			X	1	EA		\$400	Encapsulate all door trim around front door. MUST USE ENCAPSULANT PAINT.
4 SIDING, PAINTING RRP	X			X	2093	SF		\$6,000	Replace any damaged wood siding with like kind around house (PER CODE) and ENCAPSULATE all sides of home WITH ENCAPSULANT PAINT.
5 PAINTING PORCH, FRONT AND BACK PORCH	X			X	98	SF		\$500	ENCAPSULATE ALL PAINTED SURFACES, INCLUDING CEILING, 5 COLUMNS, RAILINGS/BALLISTERS, AND TWO FRONT WINDOWS. MUST USE ENCAPSULANT PAINT
6 SOFFIT, WOOD, 24" WIDE	X			X	304	LF		\$900	Replace any damaged wood with like kind INCLUDING FRONT PORCH (PER CODE) and ENCAPSULATE WITH ENCAPSULANT PAINT.
7 EXTERIOR WINDOW TRIM	X			X	11	EA		\$900	Repair where needed and Encapsulate all window trim around house. MUST USE ENCAPSULANT PAINT.

Item Description		LBP	Demolish	Install New	Replace	Repair	Quantity	Unit	Unit Cost	Total	Specifications
<b>DEN</b>											
<b>DIMENSIONS:</b>											
8	WINDOW, NEW	X			X		2	EA		\$1,600	Replace with like kind original design and make covered frame and brick molding, with double pane, Low-E, insulating safety glass. Includes light grill, sash lock, interior trim, stops, stool, apron, and screen. ENCAPSULATE ALL WINDOW TRIM.
9	CEILING	X			X		1	EA		\$500	ENCAPSULATE CEILING
10	FIREPLACE	X			X		1	EA		\$500	ENCAPSULATE FIREPLACE
11	BASEBOARDS	X		X			4	EA		\$500	ENCAPSULATE ALL BASEBOARDS
12	DOOR TRIM, SIDE A			X			1	EA		\$500	ENCAPSULATE ALL DOOR TRIM LEADING TO LIVING ROOM
13	HEPA CLEANING	X			X	X	1	EA		\$400	Conduct a thorough cleaning and decontamination of floor area (The Renovation, Repair, and Painting (RRP) Rule)

<b>LIVING ROOM</b>											
<b>DIMENSIONS:</b>											
14	WINDOW, NEW	X			X		2	EA		\$1,600	Replace with like kind original design and make covered frame and brick molding, with double pane, Low-E, insulating safety glass. Includes light grill, sash lock, interior trim, stops, stool, apron, and screen. ENCAPSULATE ALL WINDOW TRIM.
15	HEPA CLEANING	X			X	X	1	EA		\$500	Conduct a thorough cleaning and decontamination of floor area (The Renovation, Repair, and Painting (RRP) Rule)
16	BASEBOARDS	X				X	4	EA		\$500	ENCAPSULATE ALL BASEBOARDS

<b>HALLWAY</b>											
<b>DIMENSIONS:</b>											
17	WINDOW, NEW	X			X		2	EA		\$1,600	Replace with like kind original design and make covered frame and brick molding, with double pane, Low-E, insulating safety glass. Includes light grill, sash lock, interior trim, stops, stool, apron, and screen. ENCAPSULATE ALL WINDOW TRIM.
18	BASEBOARDS	X				X	4	EA		\$500	ENCAPSULATE ALL BASEBOARDS

Item Description		LBP	Demolish	Install New	Replac g	Repair	Quantity	Unit	Unit Cost	Total	Specifications
19	DOOR TRIM	X				X	2	EA		\$500	ENCAPSULATE ALL DOOR TRIM
20	HEPA CLEANING	X			X	X	1	EA		\$400	Conduct a thorough cleaning and decontamination of floor area (The Renovation, Repair, and Painting (RRP) Rule)

FOYER											
DIMENSIONS:											
21	DOOR, TRIM AND DOOR	X				X	2	EA		\$500	ENCAPSULATE ALL DOOR TRIM AND FRONT DOOR
22	BASEBOARDS	X				X	4	EA		\$500	ENCAPSULATE ALL BASEBOARDS
23	HEPA CLEANING	X			X	X	1	EA		\$400	Conduct a thorough cleaning and decontamination of floor area (The Renovation, Repair, and Painting (RRP) Rule)

BEDROOM 1											
DIMENSIONS:											
24	WINDOW, NEW	X			X		3	EA		\$2,400	Replace with like kind original design and make covered frame and brick molding, with double pane, Low-E, insulating safety glass. Includes light grill, sash lock, interior trim, stops, stool, apron, and screen. ENCAPSULATE ALL WINDOW TRIM.
25	DOOR, DOOR AND TRIM	X					3	EA		\$1,500	ENCAPSULATE ALL DOOR TRIM AND DOOR
26	HEPA CLEANING	X			X	X	1	EA		\$400	Conduct a thorough cleaning and decontamination of floor area (The Renovation, Repair, and Painting (RRP) Rule)
27	BASEBOARDS	X				X	4			\$500	ENCAPSULATE ALL BASEBOARDS

CHANGE ORDERS											
NOTE: CHANGE ORDERS ARE ENTERED INTO BUDGET AS THEY ARE APPROVED											
1116											



Item Description		LBP	Demolish	Install New	Replace	Repair	Quantity	Unit	Unit Cost	Total	Specifications
1117											
1118											
1119											
1120											
1121											
1122											
1123											
1124											

### TOTAL REHABILITATION COST

TOTAL FOR CLEAN AND GREEN ENVIRONMENTAL PROPERTY SOLUTIONS GROUP INC.

\$26,000

### - LEAD-PAINT HAZARD COSTS

### = HARD REHABILITATION COST

10% CONTINGENCY

TOTAL BUDGET

CONTRACT PRICE

PAYMENT REQUEST

- 10% RETAINAGE

TOTAL PAYMENT

TOTAL BID

Digitally signed by John Coleman, President  
DN: cn=John Coleman, President, c=US, o=Clean and Green Environmental Property Solutions Group, Inc., email=Chris@CleanAndGreenEnv.com  
Date: 2023.05.11 12:32:05 -0400

SIGNATURE:

DATE: 5-11-2023

Items in BOLD print indicate changes made during Contractor Walk Through.

Item Description	LBP	Demolish	Install New	Replace	Repair	Quantity	Unit	Unit Cost	Total	Specifications
1. I understand that this Work Write-Up is a list of all the work that will be done to my house, and may not include everything that I would like done.										
2. I understand that these repairs will correct all health and safety problems in my house, but may not fix everything that is wrong.										
3. I understand that uneven walls, floors, ceilings, doors, and windows may not be completely plumb, level, and square when the work is done.										
4. I understand that all decisions regarding quality of materials used or workmanship employed will be made solely by the AHCDD Rehabilitation Inspector, based upon HUD Housing Quality Standards and AHCDD guidelines.										
<p><b>SIGNATURE:</b> _____</p> <p><b>DATE:</b> _____</p>										



### Commission Meeting

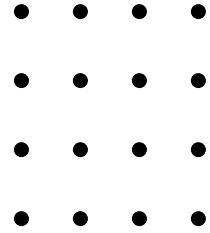
Meeting Date: June 29, 2023

Transportation Investment Act (TIA)

New website for TIA updates – Information Only

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Motion to receive as information the new TIA updates website (www.augustadtp.com). Requested by Engineering.
<b>Background:</b>	The Transportation Investment Act (TIA) of 2010 (specifically O.C.G.A. § 48-8-240 et al.) established the ability of each service delivery region in Georgia to levy a sales tax of one cent for the purposes of funding transportation infrastructure improvements. The TIA downtown improvements projects consists of: 5th, 6th, 13th, Broad, Greene and Telfair Streets. The new website is a great resource for citizens and city officials to be updated on the progress and status of these projects. Citizens and visitors to the site have the ability to sign up and subscribe to an email list to receive bi-weekly traffic updates by visiting <a href="http://www.augustadtp.com/about/contact/">www.augustadtp.com/about/contact/</a>
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Motion to receive as information the new TIA updates website that provides updates to the community on the status of the construction progress.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	HM/SR

PUBLIC SERVICE ANNOUNCEMENT  
FROM AUGUSTA  
TRAFFIC ENGINEERING



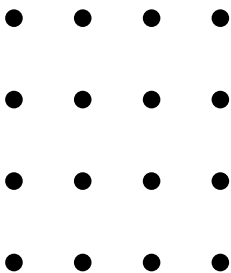
# DOWNTOWN Lane Closures

For information and real time traffic  
updates on scheduled upcoming  
downtown streetscape (TIA) projects,  
visit us at:

***AUGUSTADTP.COM***

site is scheduled to go live May 1, 2023

updates will be released biweekly on website





## Commission Meeting

Meeting Date: June 29, 2023

Tobacco Road Improvements and various Sidewalk Rehabilitation Project -  
Field Engineering Construction Changes & Supplemental Improvements  
Bid 20-247

File Reference: 23-014(A)

---

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve Change Order one to Supplement Construction Contract to Horizon Construction & Associates, Inc. in the amount of \$483,469.00 for Tobacco Road Improvements and Various Sidewalk Rehabilitation Project. Requested by Engineering. Bid 20-247
<b>Background:</b>	Currently Horizon Construction & Associates (Horizon) is under contract with Augusta, Georgia for Tobacco Road sidewalks improvements, sidewalk rehabilitation at various locations. Scope included adding a small segment of sidewalks at the Kissingbower Road targeted area. However, due to subsurface utilities and storm conveyance system conflict, the sidewalk warranted construction field changes. In addition, the length was extended to make it ADA compliant. Other filed changes were warranted at the Tobacco Road sidewalk construction.
<b>Analysis:</b>	Horizon is currently under contract with Augusta, GA/Augusta Engineering for Tobacco Road sidewalks improvements, sidewalk rehabilitation at various locations and the cost provided of \$483,469.00 for supplement work. This cost was analyzed and determined to be reasonable and cost effective for the type of work being performed.
<b>Financial Impact:</b>	Funds in amount of \$483,469.00 are available in Engineering SPLOSTs VI & VII: SPLOST VI=\$378,654(Sidewalk Rehab-Replacement: \$227,252 & On-Call Emergency Construction: \$151,402), and SPLOST VII=\$104,815 (ADA Sidewalk Rehab & Replacement: \$100,502 & On-Call Construction: \$4,313).
<b>Alternatives:</b>	Not proposed.
<b>Recommendation:</b>	Approve Change Order one to Supplement Construction Contract to Horizon Construction & Associates, Inc. in the amount of \$483,469.00 for Tobacco Road Improvements and Various Sidewalk Rehabilitation Project. Requested by Engineering. Requested by Engineering. Bid 20-247.



**Funds are available in** \$227,252) 328041110 – 219828919; (\$151,402) 328041110 - 211828065 /  
**the following accounts:** SPLOST 6 Funds  
(\$100,502) 329041110 – 216829906; (\$4,313) 329041110 – 216829902 /  
SPLOST 7 Funds

**REVIEWED AND** HM/SR  
**APPROVED BY:**




## ENGINEERING & ENVIR. SVCS> DEPARTMENT

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

### MEMORANDUM

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:**  Hameed Malik, Ph.D., PE, Director- Engineering & Envir. Services

**DATE:** Monday, June 12, 2023

**SUBJECT:** Tobacco Road Improvements and various Sidewalk Rehabilitation Project -  
Field Engineering Construction Changes & Supplemental Improvements  
Construction Cost Escalation  
Bid Item: 20-247  
File Reference: 23-014(A)

Ms. Sams, this memo is to render a justification for the subject project cost variance between the bid "received cost" and the completed improvements construction "final cost". The project improvements primarily consist of sidewalk construction for pedestrian safety and providing area residents' walkability connection to surrounding businesses. The contract was awarded to Horizon Construction & Associates (Horizon) and improvements are substantially completed.

Engineering conducted a project site final walkthrough and accordingly Horizon submitted final invoice for review and approval. Review of Horizon's submitted final invoice revealed that estimated quantities were overrun that resulted in project cost overrun. Original scope included adding a sidewalk small segment at Kissingbower Road targeted area and sidewalks along Tobacco Road. Numerous field changes occurred during construction due to unknown subsurface utilities and storm conveyance system conflicts. In addition sidewalks length was extended to make it ADA compliant. Other filed changes occurred in vicinity of various major intersections at Tobacco Road. Since it is a "unit price" contract, contract unit rates were applied to completed work quantities overrun and calculated amount is \$483,469. Cost escalation is due to additional work that was critical for completion of needed improvements in a manner ensuring public safety and minimizing Augusta, Georgia's liability risk exposure.

For the aforementioned reasons, Augusta Engineering is requesting approval of adding supplement funds to subject contract original amount, that will able Augusta Engineering to fully pay final invoices for Tobacco Road and Kissingbower Road work. Funds are available in Augusta Engineering SPLOSTs allocation.

Thank you.

/s/hm

cc: Darrell White & Nancy Williams, Procurement Department  
Lewis Avery, CPA, Engineering Assistant Director – Finance & Admin  
AED Finance Manager  
June Hamal, Engineering Associate Director-Construction and Program Delivery  
File



## Commission Meeting

June 29, 2023

Call for election

<b>Department:</b>	Administrator- Finance
<b>Presenter:</b>	Takiyah A. Douse, Interim Administrator
<b>Caption:</b>	Resolution to call for election on November 7, 2023 to authorize a ½% sales tax to be used for the construction of the new James Brown Arena Complex.
<b>Background:</b>	On April 24, 2023 Governor Kemp signed House Bill 230 into law. This law authorizes consolidated governments to have a ½% sales tax to fund coliseum type projects (a “C-SPLOST”). If the Augusta Commission calls for an election and the voters approve the C-SPLOST the additional ½% sales tax will be used for the construction of the new James Brown Arena and for some renovations to the Bell Auditorium.
<b>Analysis:</b>	The call for the election is the first step in the election process to allow the question to be placed on the ballot for a November 7, 2023 election.
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve resolution
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**A REFERENDUM RESOLUTION TO IMPOSE A SPECIAL 0.5 PERCENT SALES AND USE TAX FOR THE PURPOSE OF FUNDING COLISEUM CAPITAL OUTLAY PROJECTS AND RELATED PROJECT COSTS, SUBJECT TO REFERENDUM APPROVAL; TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION AND TO CALL AN ELECTION TO DETERMINE THE IMPOSITION OR NON-IMPOSITION OF THE SALES AND USE TAX; TO SPECIFY THE COLISEUM CAPITAL OUTLAY PROJECT TO BE FUNDED FROM THE PROCEEDS OF THE SALES AND USE TAX; TO SPECIFY THE MAXIMUM COST OF SUCH COLISEUM CAPITAL OUTLAY PROJECT AND THE MAXIMUM AMOUNT TO BE RAISED BY THE SALES AND USE TAX; TO AUTHORIZE THE ISSUANCE OF \$250,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION DEBT IN CONJUNCTION WITH THE IMPOSITION OF THE SALES AND USE TAX; TO SPECIFY THE PURPOSE FOR WHICH THE DEBT IS TO BE ISSUED, THE MAXIMUM INTEREST RATE OR RATES THAT SUCH DEBT IS TO BEAR, AND THE AMOUNT OF PRINCIPAL TO BE PAID IN EACH YEAR DURING THE LIFE OF SUCH DEBT; TO PROVIDE FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES TO SERVICE SUCH DEBT, TO THE EXTENT THE PROCEEDS OF THE SALES AND USE TAX ARE NOT SUFFICIENT FOR SUCH PURPOSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Augusta-Richmond County Commission (the “Commission”) is the governing authority of Augusta, Georgia (the “Consolidated Government”), a political subdivision and a consolidated city-county government created and existing under the laws of the State of Georgia, and is charged with the duties of levying taxes, contracting debts, and managing the affairs of the Consolidated Government; and

**WHEREAS**, the Consolidated Government constitutes a “qualified consolidated government” within the meaning of Section 48-8-145(3) of the Official Code of Georgia Annotated because the Consolidated Government was created on January 1, 1996 pursuant to Acts of the General Assembly of the State of Georgia that authorized the consolidation of the municipal corporation known as “The City Council of Augusta” and the political subdivision known as “Richmond County, Georgia” with geographic boundaries covering all of what was formerly Richmond County, and within such geographic boundaries in which the Consolidated Government now exists there exists two incorporated municipalities, namely the City of Blythe, Georgia and the City of Hephzibah; and

**WHEREAS**, the geographic boundaries of the Consolidated Government is coterminous with that of the special district of Richmond County created by Section 48-8-110.1(a) of the Official Code of Georgia Annotated (the “Special District”) in which the sales and use tax authorized by Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated is currently being levied; and

**WHEREAS**, the Augusta-Richmond County Coliseum Authority (the “Coliseum Authority”) currently operates an existing multi-use coliseum and civic center type facility, consisting of the James Brown Arena, the William B. Bell Auditorium, exhibition space, meeting rooms, and other facilities (collectively the “Existing Coliseum”); and

**WHEREAS**, the Existing Coliseum is located in the geographic boundaries of the Special District at Telfair and Seventh Streets in downtown Augusta (the “Existing Site”) and has been in operation on the Existing Site for more than 35 years; and

**WHEREAS**, the James Brown Arena was originally constructed with a minimum of 5,000 permanent seats; and

**WHEREAS**, the Commission deems it to be in the best interest of the Consolidated Government to improve public services in the Special District by carrying out a “coliseum capital outlay project” within the meaning of Section 48-8-145(1) of the Official Code of Georgia Annotated, consisting of the acquisition, construction, renovation, improvement, and equipping of buildings, structures, and facilities as a successor facility to the Existing Coliseum, such successor facility or facilities to be owned or operated, or both, either by the Consolidated Government, one or more local authorities within the Special District (including, without limitation, the Coliseum Authority), or any combination thereof (collectively the “Project”); and

**WHEREAS**, it appears to the Commission that the most feasible plan for providing funds to pay the costs of the Project is to impose a special 0.5 percent sales and use tax for a limited period of time for the purpose of funding coliseum capital outlay projects and project costs pursuant to Part 3 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

**WHEREAS**, the Commission has determined that the Consolidated Government should issue its general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Commission may approve) in the aggregate principal amount of \$250,000,000 in conjunction with the imposition of the sales and use tax, to be payable first from the separate account in which are placed the proceeds received by the Consolidated Government from the sales and use tax and then from the general funds of the Consolidated Government, for the purpose of providing funds to pay the cost of the Project (including, without limitation, capitalized interest incident thereto and expenses incident to accomplishing the foregoing) to enable the Consolidated Government to complete the Project before the sales and use tax is collected; and

**WHEREAS**, under the Constitution and laws of the State of Georgia, it is necessary to submit to the qualified voters of Richmond County the question of whether or not a special 0.5 percent sales and use tax for the purpose of funding coliseum capital outlay projects and project costs should be imposed for the Project, which proposal, if approved by the voters, shall also constitute approval of the issuance of general obligation debt of the Consolidated Government in the aggregate principal amount of \$250,000,000 for the Project;



**NOW, THEREFORE, BE IT RESOLVED** by the Augusta-Richmond County Commission, and it is hereby resolved by authority of the same, as follows:

**Section 1.** There is hereby imposed within the Special District a special sales and use tax at the rate of 0.5 percent for a limited period of time for the purpose of funding coliseum capital outlay projects and project costs pursuant to Part 3 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, subject to approval by a majority of the qualified voters residing within the territorial limits of Richmond County voting in the referendum called in Section 2 hereof, for the raising of not more than \$433,196,500 for the purpose of providing funds to pay the costs of the Project, at an estimated maximum cost of \$433,196,500 (which amount is estimated to provide for payment in full of principal and interest on \$250,000,000 of general obligation debt to be issued in conjunction with the imposition of the sales and use tax, as described in Section 3 hereof).

**Section 2.** There is hereby authorized to be called and there is hereby called an election to be held in all the precincts in Richmond County, on the 7th day of November 2023, for the purpose of submitting to the qualified voters of Richmond County the question of whether or not a special 0.5 percent sales and use tax for the purpose of funding coliseum capital outlay projects and project costs should be imposed within the Special District for the raising of not more than \$433,196,500 for the purpose of providing funds to pay the costs of the Project, at an estimated maximum cost of \$433,196,500 (which amount is estimated to provide for payment in full of principal and interest on \$250,000,000 of general obligation debt to be issued in conjunction with the imposition of the sales and use tax, as described in Section 3 hereof).

**Section 3.** If the imposition of the sales and use tax is approved by the voters in the referendum called in Section 2 hereof, such vote shall also constitute approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Commission may approve) of the Consolidated Government in the aggregate principal amount of \$250,000,000 in conjunction with the imposition of the sales and use tax, to be payable first from the separate account in which are placed the proceeds received by the Consolidated Government from the sales and use tax and then from the general funds of the Consolidated Government, for the purpose of providing funds to pay the costs of the Project (including, without limitation, capitalized interest incident thereto and expenses incident to accomplishing the foregoing). Such general obligation debt, if so authorized, shall be dated as of the date of delivery or such other date(s) as the Commission may approve, shall be in such denomination or denominations as the Commission may approve, and shall bear interest from date at such rate or rates as the Commission may approve but not exceeding six percent (6.00%) per annum in any year. All interest shall be payable semiannually on April 1 and October 1 in each year, beginning October 1, 2024, and the principal shall mature (by scheduled maturity or by mandatory redemption, as the Commission may approve) on October 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$ 7,405,000	2035	\$13,260,000
2026	7,850,000	2036	14,060,000
2027	8,320,000	2037	14,900,000
2028	8,820,000	2038	15,795,000
2029	9,350,000	2039	16,745,000
2030	9,910,000	2040	17,745,000
2031	10,505,000	2041	18,810,000
2032	11,135,000	2042	19,940,000
2033	11,805,000	2043	21,135,000
2034	12,510,000		

The general obligation debt may be issued in one or more series, and on one or more dates of issuance as the Commission may approve; provided, however, that the aggregate principal amount of such general obligation debt shall not exceed \$250,000,000. The general obligation debt may be made subject to redemption prior to maturity, to the extent permitted by law, upon terms and conditions to be determined by the Commission.

Part of the proceeds of the sales and use tax will be used for payment of general obligation debt issued in conjunction with the imposition of the sales and use tax, and the remaining proceeds of the sales and use tax will be used to fund the Project to the extent the Project has not been funded with proceeds of such general obligation debt.

**Section 4.** The ballot to be used in the election shall have written or printed thereon the question to be determined by the voters, to-wit:

“Shall a special 0.5 percent sales and use tax be imposed in the special district of Richmond County, in order to raise \$433,196,500 to fund coliseum capital outlay projects and related project costs.”

The ballot shall also have written or printed thereon, following the question set forth above, the following:

“If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Augusta, Georgia in the principal amount of \$250,000,000 for the above purpose.”

The ballot shall have printed thereon the word “YES” and the word “NO” in order that each voter may vote in either the affirmative or the negative as to the question propounded. The polls in each of the precincts within Richmond County shall be opened at 7:00 a.m. and closed at 7:00 p.m. on the day fixed for the election, and the election shall be held at the regular and established places for holding elections in Richmond County. The election shall be held in accordance and in conformity with the Constitution and laws of the United States of America and of the State of Georgia.

**Section 5.** The Clerk of Commission of the Consolidated Government is hereby ordered and directed forthwith to furnish the Superintendent of Elections of Richmond County with a duly certified copy of this resolution in order that the Superintendent of Elections may take such action in the premises as provided by law.

**Section 6.** Any brochures, listings, or other advertisements issued by the Commission or by any other person, firm, corporation, or association with the knowledge and consent of the Commission shall be deemed to be a statement of intention of the Commission concerning the use of the bond funds or interest received from such bond funds that have been invested.

**Section 7.** The following notice shall be incorporated into the call of the election by the Superintendent of Elections:

**NOTICE OF SALES AND USE TAX ELECTION**

**TO THE QUALIFIED VOTERS OF RICHMOND COUNTY**

**YOU ARE HEREBY NOTIFIED** that on the 7th day of November 2023, an election will be held in all of the precincts of Richmond County. At the election there will be submitted to the qualified voters of Richmond County for their determination the question of whether or not a special 0.5 percent sales and use tax should be imposed within the special district of Richmond County, in order to raise \$433,196,500 to fund coliseum capital outlay projects and related project costs. The coliseum capital outlay projects and related project costs to be carried out consists of the acquisition, construction, renovation, improvement, and equipping of buildings, structures, and facilities as a successor facility to the existing multi-use coliseum and civic center type facility, consisting of the James Brown Arena, the William B. Bell Auditorium, exhibition space, meeting rooms, and other facilities located at Telfair and Seventh Streets in downtown Augusta, which has been in operation at such location for more than 35 years. Such successor facility or facilities will be owned or operated, or both, either by Augusta, Georgia (the “Consolidated Government”), one or more local authorities within the special district of Richmond County (including, without limitation, the Augusta-Richmond County Coliseum Authority), or any combination thereof, and the estimated maximum cost of such successor facility or facilities is \$433,196,500 (which amount is estimated to provide for payment in full of principal and interest on \$250,000,000 of general obligation debt to be issued in conjunction with the imposition of the sales and use tax, as described below).

If the imposition of the sales and use tax is approved by the voters in the referendum described in this notice, such vote shall also constitute approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Augusta-Richmond County Commission (the “Commission”) may approve) of the Consolidated Government in the aggregate principal amount of \$250,000,000 in conjunction with the imposition of the sales and use tax, to be payable first from the separate account in which are placed the proceeds received by the Consolidated Government from the sales and use tax and then from the general funds of the Consolidated Government, for the purpose of providing funds to pay the costs of such successor facility or facilities described above (including, without limitation, capitalized interest incident thereto and expenses incident to accomplishing the foregoing). Such general obligation debt, if so authorized, shall be dated as of the date of delivery or such other date(s) as the Commission may approve, shall be in such denomination or denominations as the Commission may approve, shall bear interest from date at such rate or rates as the Commission may approve but not exceeding six percent (6.00%) per annum in any year, and shall provide for interest to be payable semiannually on April 1 and October 1 in each year, beginning October 1, 2024, and the principal shall mature (by scheduled maturity or by mandatory redemption, as the Commission may approve) on October 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$7,405,000	2035	\$13,260,000
2026	7,850,000	2036	14,060,000
2027	8,320,000	2037	14,900,000
2028	8,820,000	2038	15,795,000
2029	9,350,000	2039	16,745,000
2030	9,910,000	2040	17,745,000
2031	10,505,000	2041	18,810,000
2032	11,135,000	2042	19,940,000
2033	11,805,000	2043	21,135,000
2034	12,510,000		

The general obligation debt may be issued in one or more series, and on one or more dates of issuance as the Commission may approve; provided, however, that the aggregate principal amount of such general obligation debt shall not exceed \$250,000,000. The general obligation debt may be made subject to redemption prior to maturity, to the extent permitted by law, upon terms and conditions to be determined by the Commission.

Voters desiring to vote for the imposition of such sales and use tax shall do so by voting “YES” and voters desiring to vote against the imposition of such sales and use tax shall do so by voting “NO,” as to the question propounded, to-wit:

“Shall a special 0.5 percent sales and use tax be imposed in the special district of Richmond County, in order to raise \$433,196,500 to fund coliseum capital outlay projects and related project costs.”

“If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Augusta, Georgia in the principal amount of \$250,000,000 for the above purpose.”

The several places for holding the election shall be in the regular and established precincts of Richmond County, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election. Those qualified to vote at the election shall be determined in all respects in accordance and in conformity with the Constitution and laws of the United States of America and of the State of Georgia.

The last day to register to vote in this special election is October 9, 2023.

Any brochures, listings, or other advertisements issued by the Commission or by any other person, firm, corporation, or association with the knowledge and consent of the Commission shall be deemed to be a statement of intention of the Commission concerning the use of the bond funds or interest received from such bond funds that have been invested.



This notice is given pursuant to joint action of the Augusta-Richmond County Commission and the Superintendent of Elections of Richmond County.

**AUGUSTA, GEORGIA**

By: \_\_\_\_\_  
Mayor

**RICHMOND COUNTY BOARD OF  
ELECTIONS**

By: \_\_\_\_\_  
Chair

**Section 8.** Should the general obligation debt be authorized by the requisite number of qualified voters, the Commission shall, prior to the issuance of any such general obligation debt, levy an ad valorem tax upon all the property subject to taxation for general obligation bond purposes, within the territorial limits of the Consolidated Government, sufficient in amount to pay the principal of and the interest on such general obligation debt at their respective maturities, to the extent such principal and interest is not satisfied from the proceeds of the sales and use tax.

**Section 9.** The Commission declares its intent to use proceeds of the general obligation debt to reimburse the Consolidated Government's General Fund or the Authority for moneys used to pay expenditures related to the Project.

**Section 10.** All actions taken or to be taken by the Mayor and by the Clerk of the Commission in furtherance of calling an election pertaining to the imposition or non-imposition of a special 0.5 percent sales and use tax shall be, and the same are hereby, ratified, confirmed, and approved.

**Section 11.** Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.

**PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE** this 29th day of June 2023.

(SEAL)

**AUGUSTA, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk of Commission

**STATE OF GEORGIA  
RICHMOND COUNTY**

**CLERK'S CERTIFICATE**

I, **LENA J. BONNER**, Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a referendum resolution adopted by the Augusta-Richmond County Commission (the "Commission") at an open public meeting duly called and lawfully assembled at 2:00 p.m., on the 29th day of June 2023, in connection with calling an election pertaining to the imposition or non-imposition of a special 0.5 percent sales and use tax for the purpose of funding a coliseum capital outlay project, the original of such referendum resolution being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Commission were present at such meeting:

Mayor Garnett L. Johnson  
Jordan Johnson  
Stacy Pulliam  
Catherine Smith McKnight  
Alvin Mason  
Bobby Williams  
Tony Williams  
Sean Frantom  
Brandon Garrett  
Francine Scott  
Wayne Guilfoyle

and that the following members were absent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and that such referendum resolution was duly adopted by a vote of:

Aye \_\_\_\_ Nay \_\_\_\_

**WITNESS** my hand and the official seal of Augusta, Georgia, this the 29th day of June 2023.

(SEAL)

\_\_\_\_\_  
Clerk of Commission



## Commission Meeting

June 29, 2023

### Emergency Purchase- Cameras for the Charles B. Webster Detention Center

<b>Department:</b>	Richmond County Sheriff's Office
<b>Presenter:</b>	N/A
<b>Caption:</b>	Information Only/ Emergency Purchase- Cameras for the Charles B. Webster Detention Center
<b>Background:</b>	The Richmond County Sheriff's Office has provided the attached Purchase Order for Lightspeed Datalinks. Lightspeed is the approved vendor for the security camera system at the Charles B. Webster Detention Center. There are cameras inside of Charles B. Webster Detention Center that are no longer functioning in the violent offender pod (G Pod). This is an emergency order as it concerns the safety and security for inmates and employees
<b>Analysis:</b>	The Richmond County Sheriff's Office is currently using Lightspeed for several pods. The cameras located in the violent offender pod are no longer working. The attached purchase covers the cost outfit POD G with new cameras for \$270,370.
<b>Financial Impact:</b>	Funding is available in account 273-03-2511/52.23112
<b>Alternatives:</b>	None
<b>Recommendation:</b>	Review supporting documents in regards to the emergency purchase of security cameras for the Charles B. Webster Detention Center.
<b>Funds are available in the following accounts:</b>	273-03-2511/52.23112
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

# AUGUSTA-RICHMOND COUNTY GEORGIA

RC SO

DEPARTMENT NAME

DEPARTMENT NUMBER 273032511-5223112

REQUISITION

REQUISITION DATE

June 15, 2023

DEPARTMENT HEAD

*OK 6/16/23*

VENDOR 25379

PHONE NUMBER

QUOTED BY

NAME OF BIDDER  
Lightspeed Datalinks  
706-561-8502  
Ben Anthony

NAME OF BIDDER

UNIT PRICE

TOTAL PRICE

NAME OF BIDDER

UNIT PRICE

TOTAL PRICE

ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	IP Dome Cameras (25) EPOD			0.00		0.00		0.00
2	Live Monitor station/mounts			0.00		0.00		0.00
3				0.00		0.00		0.00
4	Labor	1	103745.8800	103,745.88		0.00		0.00
5	Rental Equipment	1	19119.3800	19,119.38		0.00		0.00
6	Materials & Hardware	1	147505.1400	147,505.14		0.00		0.00
7				0.00		0.00		0.00
8				0.00		0.00		0.00
9				0.00		0.00		0.00
10				0.00		0.00		0.00
11				0.00		0.00		0.00
12				0.00		0.00		0.00
13				0.00		0.00		0.00
14				0.00		0.00		0.00
15				0.00		0.00		0.00
16				0.00		0.00		0.00
17				0.00		0.00		0.00
18				0.00		0.00		0.00
19				0.00		0.00		0.00
20				0.00		0.00		0.00
21				0.00		0.00		0.00
TOTAL BID				\$270,370.40		\$0.00		\$0.00

*Emergency order*  
*OK 6/16/23*  
*R 376895*

SHIPPING CHARGES

DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER

CHESTER'S NON-COMMERCIAL PRINTERS

Item 21.



# AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 1 of 1

Item 21.

## PURCHASE ORDER

PURCHASE ORDER NO.  
P455963  
REQUISITION/QUOTE NO.  
R376895

DATE 06/16/23	DEPARTMENT 032511	VENDOR PHONE # (706) 327-1188
VENDOR # 25379	E-VERIFY # 761205	EMAIL SUPPORT@LDL.NET
PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.		

VENDOR LIGHTSPEED DATALINKS 4747 SITE C HAMILTON ROAD COLUMBUS, GA 31904	ATTN: EMERGENCY BID NUMBER:  CONTRACT #: BUYER:
---	---

SHIP TO: AUG RC SHERIFF'S DEPARTMENT 400 WALTON WAY AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335  ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
--	---

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1			IP DOME CAMERAS (25) G POD LIVE MONITOR STATION/MOUNTS  LABOR  273-03-2511/52-23112	103,745.88	103,745.88
0002	1			RENTAL EQUIPMENT  273-03-2511/52-23112	19,119.38	19,119.38
0003	1			MATERIALS & HARDWARE  273-03-2511/52-23112	147,505.14	147,505.14

### CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL..... 270,370.40

APPROVED FOR ISSUE

*G.A. Sims*

PROCUREMENT DIRECTOR

181

VENDOR COPY



# **RICHMOND COUNTY SHERIFF'S OFFICE**

**Sheriff Richard Roundtree**

**Law Enforcement Center**

**400 Walton Way**

**Augusta, GA 30901**

**Phone: 706.821.1000 Fax: 706.821.1064**

Item 21.

June 15, 2023

Ms. Geri Sams

Procurement Department

Augusta, GA 30901

Dear Ms. Sams,

The Richmond County Sheriff's Office has provided the attached quote from Lightspeed Datalinks. Lightspeed is the approved vendor for the security camera system at the Charles B. Webster Detention Center. There are cameras inside of Charles B. Webster Detention Center that are no longer functioning in the violent offender pod (G Pod). This is an emergency order as it concerns the safety and security for inmates and employees. If you have any questions as relates to this matter, please contact Major Charles Mitchell at 706-821-2487.

Sincerely,

A blue ink signature of Richard Roundtree is written over the word "Sincerely,".

Richard Roundtree

Richmond County Sheriff



## Office of the Administrator

Odie Donald II, Administrator  
 Jarvis R. Sims, Deputy Administrator  
 Tony McDonald, Deputy Administrator

Ste. 910 - Municipal Building  
 585 Telfair Street - Augusta, GA 30901  
 (706) 821-2400 - Fax (706) 821-2819

December 8, 2020

Mr. Richard Roundtree  
 Richmond County Sheriff  
 400 Walton Way  
 Augusta, GA 30901

Dear Richard:

At the regular meeting held Tuesday, December 8, 2020, the Augusta, Georgia Commission took action on the following:

21. Approved an emergency purchase for the Richmond County Sheriff's Office to purchase an access control system for the 400 Walton Way building. The requisition will be sent to Procurement as an emergency purchase and the Finance department was notified for the budget transfer.
22. Approved and awarded the camera system vendor for the Richmond County Sheriff's Office to Lightspeed Datalinks in the amount of \$118,623.08 for Bid Item 20-264.

If you have any questions, please contact me.

Yours truly,

 A handwritten signature in dark ink, appearing to read "Odie Donald II".
 

Odie Donald II  
 Administrator

**LightSpeed Datalinks**  
4747 Hamilton Rd  
Columbus, Georgia 31904

**LightSpeed-Datalinks.com**

**Arnold Spencer, Ops Manager**  
**Office:** 706.561.8502  
**Cell:** 706.761.7903

**aspencer@ldl.net**

**Ben Anthony, Technology Director**  
**Office:** 706.243.8930  
**Cell:** 706.527.3205

**banthony@ldl.net**

## LightSpeed Datalinks Proposal

for

# Richmond County Sheriff's Office

**Proposal:** Replace all Cameras, Live Monitoring Stations  
and archive repository for POD G

**Proposal Issued:**

**Jun 15, 2023**

**Proposal Valid until:**

**Jul 15, 2023**

### Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of LightSpeed Datalinks, LLC.  
These materials may be printed or photocopied for use in evaluating the proposed project but should not be shared outside of your organization.

# Introduction

## Thanks

Thank you for the opportunity to provide the following proposal for the RSCO.

We appreciate your consideration of LightSpeed — our goal is to deliver a successful project and build a lasting partnership with your institution.

## LightSpeed Datalinks a Glance

**Founded:** 1983

**Corporate Structure:** Privately Held

**Headquartered:** Columbus, GA

**Ownership:** 100% Minority Owned

## The LightSpeed Advantage

LightSpeed is a leading structured cabling integrator offering managed services, IT networks, industrial automation, and safety and security solutions. LightSpeed designs, installs, and maintains these systems, providing clients with a competitive edge by increasing productivity, lowering operational costs.

***LightSpeed delivers on RSCO IT Investment.***

# Project Scope of Work

## Overview

1. LightSpeed has been engaged by RSCO to replace security cameras in the Webster Detention Center Facility.

## Labor

1. Replace existing Security Cameras and Network for POD G in Webster Detention Center.
  - a. Install 45 IP cameras to include interior, exterior and audio where required
  - b. Install CAT-6 Ethernet cable where needed to provide connectivity for Cameras
  - c. Config and install VMS (video management system) with storage array for 45 days or video archive
  - d. Install Live viewing stations and verify Central Control, Duty Sgt and Jail security has access to cameras
  - e. Test and insure proper operation of all installed materials and all peripheral components per RSCO IT Division standards



## Pricing

Project Pricing		
Labor	\$	103,745.88
Rental Equipment	\$	19,119.38
Materials & Hardware	\$	147,505.14
<b>TOTAL</b>	<b>\$</b>	<b>270,370.40</b>

Monthly Recurring		
ISP	\$	0.00
<b>TOTAL</b>	<b>\$</b>	<b>0.00</b>

## Materials

Item	Manufacture (optional)	Description	Quantity
Camera	i3	IP Dome Camera w/mount	25
Camera	i3	IP Bullet Camera w/mount	11
Camera	Turing	IP Audio Dome Camera w/mount	9
Switch	Cisco	48 Port Gigabit Ethernet Switch w/sfps	1
NVR	i3	Video Management System w/45 archive	1
Media Cabinet	Axis	Outdoor rated cabinet w/media converter	11
Viewing	LDL	Live Monitor station w/mounts	2
UPS	APC	Battery backups	3

## Assumptions, Notes, & Exclusions

1. All work is to be performed during normal business hours.
2. LDL will hire and off duty officer for escort duty to be paid by LDL directly per Sheriff's off duty payment policy

## Project Management

Your project management team is composed of experienced project managers and project coordinators. Your project manager will execute your project and serve as your Single Point of Contact (SPoC) for all project issues.

## Communications

The LightSpeed project manager will communicate and provide reporting to the RCSO project team, per agreed-upon requirements. All reporting and issue-management will include summaries of any issues identified during daily communications with the field crew. All issues and escalations will be handled in an expeditious manner and recorded for future reference.

## Warranty

LightSpeed, Inc. is committed to providing defect-free goods and services to its customers. Training, inspection testing, documentation and other processes are followed to ensure all applicable standards are met.

LightSpeed, Inc. warrants all labor to be free of workmanship defects for a period of 12 months from the date the work is performed. During this 12-month period, LightSpeed will promptly repair, at no costs, any defects that are a direct result of labor workmanship. All materials are warrantied according to the manufacturer's provided warranty.

## Terms & Conditions

This proposal is subject to the following terms and conditions, unless superseded by a current Master Services Agreement between LightSpeed and RCSO.

- LightSpeed will invoice RCSO upon completion of the phase or site.
- Taxes and Shipping are not included in price and will be added to invoice(s).
- Should a permit be required, permit fees are not included in price, and will be added to invoice(s).
- Changes to the Scope of Work or Assumptions, or delays in the work caused by others (e.g., access restriction, state of construction, or equipment delays) will be subject to a Change Order, signed by both parties.

<http://www.lightspeed-datalinks.com>

LightSpeed Datalinks

- LightSpeed shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
- Payment is expected within 30 days of the LightSpeed invoice date unless RCSO and LightSpeed have a prior written agreement. Please notify the LightSpeed project manager immediately if you have any questions or concerns about an invoice.

## Authorization / Signature

By signing and returning this page, RSCO authorizes LightSpeed, Inc. to order, schedule, and commit the materials, labor, and management resources necessary to perform the Statement of Work as stated in this proposal.

---

### Richmond County Sheriff's Office

---

Signature

---

Date

---

Printed Name

---

Title

---

### LightSpeed, Inc.



June 15, 2023

---

Signature

---

Date

---

Selvin Hollingsworth

---

President

---

Printed Name

---

Title



## Commission Meeting

June 29, 2023

### Richmond County Juvenile Court 2023 BOOST Grant

---

<b>Department:</b>	Juvenile Court
<b>Presenter:</b>	Nolan Martin, Superior Court Administrator
<b>Caption:</b>	Motion to approve the acceptance of a \$53,550 BOOST Grant from the Georgia Department of Education.
<b>Background:</b>	The Richmond County Juvenile Court's Thrive Program was awarded a \$53,550 grant to strategically focus on reducing learning loss and building opportunities out of school time for youth who reside in economically disadvantaged communities with higher concentrations of black and brown students.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	220022650
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



GRANT AWARD NOTIFICATION

<b>1 RECIPIENT NAME</b> Augusta Richmond County Juvenile Court Hardie Davis Mayor <a href="mailto:mayordavis@augustaga.gov">mayordavis@augustaga.gov</a> 706-821-1831	<b>2 AWARD INFORMATION</b> <u>PR/AWARD NUMBER</u> S425U210012 <u>ACTION TYPE</u> New <u>AWARD TYPE</u> Discretionary												
<b>3 PROJECT STAFF</b> <u>RECIPIENT CONTACT</u> DaCara Brown 706-821-4261 dbrown@augustaga.gov <u>GaDOE PROGRAM CONTACT</u> Matt Cardoza 404-232-1320 mcardoza@doe.k12.ga.us <u>GaDOE GRANTS ACCOUNTING CONTACT</u> Whitney Metzger 404-491-4721 whitney.metzger@doe.k12.ga.us	<b>4 PROJECT DESCRIPTION</b> 84.425U Elementary and Secondary School Emergency Relief Fund – American Rescue Plan (ARP Act)- BOOST Grants Community Grants Year 2 After School Award: \$53,550 Summer Award: \$53,550												
<b>5 AWARD PERIOD</b> <u>BUDGET PERIOD</u> 03/24/2021 - 09/30/2023 <u>FEDERAL FUNDING PERIOD</u> 03/24/2021 - 09/30/2023													
<b>6 AUTHORIZED FUNDING</b> FEDERAL GRANT-Elementary and Secondary Emergency Relief Fund-American Rescue Plan AWARD AMOUNT: \$107,100													
<b>7 ADMINISTRATIVE INFORMATION</b> <u>UEI</u> ZH93N1J4TBE8 <u>REGULATIONS</u> EDGAR AS APPLICABLE 2 CFR AS APPLICABLE ATTACHMENTS 3, 9, 11, 12, 13, 14, ARPESSER-T, TE3, TE4, TE5													
<b>8 LEGISLATIVE AND FISCAL DATA</b> <u>AUTHORITY:</u> PL PUBLIC LAW 117-2 N/A AMERICAN RESCUE PLAN ACT OF 2021 <u>PROGRAM TITLE:</u> EDUCATION STABILIZATION FUND <u>CFDA/SUBPROGRAM NO:</u> 84.425U <table border="1" data-bbox="142 1476 1461 1581"> <thead> <tr> <th>LUA PROGRAM CODE</th> <th>FUNDING YEAR</th> <th>AWARD YEAR</th> <th>CFDA</th> <th>OBJECT CLASS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>11538-4190</td> <td>2022</td> <td>2022</td> <td>84.425U</td> <td>4101A</td> <td>\$107,100</td> </tr> </tbody> </table>		LUA PROGRAM CODE	FUNDING YEAR	AWARD YEAR	CFDA	OBJECT CLASS	AMOUNT	11538-4190	2022	2022	84.425U	4101A	\$107,100
LUA PROGRAM CODE	FUNDING YEAR	AWARD YEAR	CFDA	OBJECT CLASS	AMOUNT								
11538-4190	2022	2022	84.425U	4101A	\$107,100								



## Commission Meeting

June 29, 2023

Re-appointment of Ms. Shell Knox Berry

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the re-appointment of Ms. Shell Knox Berry to the Augusta Economic Development Authority, ( <b>Requested by Commissioner Francine Scott</b> )
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

---

**From:** Commissioner Francine Scott  
**Sent:** Thursday, June 22, 2023 8:26 AM  
**To:** Lena Bonner  
**Subject:** Reappointment EDA Board

Good Morning Ms. Bonner,

I am requesting that Shell Knox Berry be reappointed to the EDA Board.

Thank you.

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



## Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

**Title** Mrs.  
**First Name \*** Shell  
**Middle Name \*** Knox  
**Last Name \*** Berry  
**Suffix**  
**Date Of Birth \*** 10/2/1971  
**Address \*** Street Address  
 2111 Gardner Street  
 Address Line 2  
 City State / Province / Region  
 Augusta GA  
 Postal / Zip Code Country  
 30904 United States  
**Home Phone \*** 7064958615  
**Work Phone** 7067241314  
**Registered Voter \***
☒ District 1
 ☐ District 2  
☐ District 3
 ☐ District 4  
☐ District 5
 ☐ District 6  
☐ District 7
 ☐ District 8  
☐ None  
**Marital Status \*** Married  
**Education \*** Masters  
**Race \*** White  
**Gender \*** Female  
**Occupation \*** President and CEO of Community Foundation for the CSRA  
**Interests** Growing our city, the arts, helping our non profit community

### Commissions, Authorities, & Boards

**Volunteer For \*** Development Authority of Augusta Georgia  
 Click add below to apply for more than one board.

\*

I currently have relatives working for the City of Augusta

☐ Yes☐ No

\*

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

☐ Yes☐ No

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

☒ Yes☐ No

Email

shellkberry@cfcusra.org





## Commission Meeting

June 29, 2023

Affidavit

---

**Department:** N/A

**Presenter:** N/A

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

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

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

**REVIEWED AND APPROVED BY:** N/A