



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, July 28, 2026

1:00 PM

PUBLIC SERVICES

1. Motion to **approve** a five (5) year lease agreement with FLIX (Parent company of Greyhound) for use of space in the Transit Transfer Facility located at 1546 Broad Street in Augusta, Georgia.
2. **A.N. 26-36** – Existing Location, New Ownership: Retail Package Beer and Wine. Anil K. Kasturi applicant for Himadri Investments 2026 LLC, to be used in connection with 3333 Mike Padgett Hwy, Augusta GA 30906.
3. M.N 26-06: A request by David Whithers II for Massage Operator's License to be used in connection with Oasis Massage & Spa located at 3351 Wrightsboro Road Ste 101. District 5, Super District 9.
4. Motion to **receive** as information an emergency procurement pursuant to Section 1-10-57 of the Augusta, Georgia Procurement Code for services by Sig Cox, in the amount of \$25,200.
5. Motion to **receive** as information an emergency procurement pursuant to Section 1-10-57 of the Augusta, Georgia Procurement Code for services by AAA Iron and Fabrication, in the amount of \$27,000.
6. **Ms. Veronica Y. Bogans** regarding Sand Hills Community Center in association with the Sand Hills Neighborhood Association.
7. Approve the transfer of \$6,160.00 from operating to personnel budget accounts for the Planning and Development Department.
8. Review draft hookah ordinance (**Requested by Commissioner Jordan Johnson**)
9. **Gayla Keesee** - Next Steps
10. Marynna Lindsey Kerce - the proposed data center.
11. **Ms. Rebecca N. Shores** - discuss the CSRA Augusta Veterans Day Parade.
12. **Mr. Brian Green** regarding Project 2883- AI money train - Wealth over Health
13. Planning and Development Department is requesting approval for additional funding to the zoning ordinance update to include but not limited to two (2) additional public engagement meetings/workshops for input from all Commissioners, stakeholders, and the public, and the production of an Official Zoning Map and Future Land Use Map. This request also is to extend the period of performance to November - December 2026 with an addition not-to-exceed the amount of \$68,368 for the adoption of the new Zoning Ordinance through White & Smith, LLC. RFQ Item #24-142. A scope of work and roadmap is attached for your review and consideration. (**Referred from the July 21, 2026 Commission Meeting**)

14. Motion to **approve** the minutes of the July 14, 2026 Public Services Committee Meeting.
15. Motion to **approve** a Special Exception to the Light Industrial Zoning for the Juvenile Justice Center formerly approved for Craig-Houghton Elementary School.



Meeting Name: Public Services Committee

Meeting Date: July 28, 2026

Item Name: Proposed Lease Agreement with Flix Bus (Greyhound)

Department:	Augusta Transit
Presenter:	Sharon Dottery
Caption:	Motion to approve a five (5) year lease agreement with FLIX (Parent company of Greyhound) for use of space in the Transit Transfer Facility located at 1546 Broad Street in Augusta, Georgia.
Background:	• FLIX operates Interstate bus service to and from the City of Augusta. • FLIX has requested operating the previously allocated space at 1546 Broad Street that was previously operated by Southeastern Stages, to operate Greyhound Bus Services. Southeastern Stages has ceased to exist as of October 31, 2025. • If approved the lease agreement with FLIX - Greyhound will be for a five-year period for an agreed upon lease rate. The contract includes provisions where it can be terminated or renewed by Commission. • The lease rates were determined through a fair market value per square foot assessment range by the Tax Assessor. The lease rates include the cost for utilities and space rental. • The areas include a customer service and ticketing counter inside, a bay to board customers, and a baggage storage locker.
Analysis:	• The agreement has been reviewed by Augusta's Legal Department. • Where practical the co-location of Interstate Bus service with a transit facility across the country is becoming commonplace especially in smaller cities where facility space is limited. Currently, within our area the cities of Savannah GA and Columbia SC have their system collocated with Greyhound.
Financial Impact:	Augusta Transit would gain a revenue stream of \$ 167,276,94 over a 5-year period.
Alternatives:	Deny request.
Recommendation:	• In summary, the transit department recommends your approval of this agreement. As we continue to work toward improving transit services in Augusta, we must also consider the benefits of establishing a multi-modal terminal. This will allow residents and visitors in Augusta to access various forms of transportation be it taxicab, commercial bus service, local transit.

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

**REVIEWED AND N/A
APPROVED BY:**

LEASE AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this ____ day of August, 2026 (hereinafter called the "execution date") by and between, Augusta, Georgia, a political subdivision of the state of Georgia (hereinafter referred to as "Augusta," or "Landlord"), and Flix North America Inc., a Delaware corporation, its subsidiaries, affiliates, and contracted bus operators (collectively, hereinafter referred to as "Flix," "Tenant", or "Contractor").

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the Premises (described in Attachments "A" and "B" attached hereto and by reference made a part hereof) (the "Leased Premises"), for the term, at the rental rate, and upon all of the terms, covenants, and conditions set forth in this Agreement. Unless otherwise provided herein, any statement of square footage set forth in this Agreement, or that may have been used in calculating rental, is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to revision whether or not the actual square footage is more or less. In addition to Tenant's rights to use and occupy the Leased Premises as hereinafter specified, Tenant shall have the right to use, in common with others, the Common Areas (as defined in Article IX below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the building or to any other buildings at the Transfer Center. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other building and improvements hereon, are herein collectively referred to as the "Leased Premises," "Demised Property," or "Property."

ARTICLE II - LEASE TERM

This Lease Agreement shall commence on August ____, 2026. The term of this Agreement shall be through July 30, 2031. This Agreement shall (i) terminate absolutely and without further obligation on the part of Augusta, as required by OCGA § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement;

Flix North America Inc
Lease Agreement
Contract Number _____

and (iii) terminate absolutely, with no further renewals, on June 30, 2031, unless extended by written amendment.

ARTICLE III - EXTENSIONS

This Agreement may be extended only by written renewal approved by the Landlord and Tenant in accordance with the terms of this Agreement.

ARTICLE IV - DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the term of the Lease shall be in the amount described in Attachments "C" attached hereto and by reference made a part hereof.

Section 2. Payment of Yearly Rent. The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.

Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.

Section 3. Late Charges. Tenant's failure to pay rent within five (5) business days after receipt of written notice of any nonpayment thereof from Landlord is an event of default under this Lease Agreement; provided, however, Landlord shall be required to provide such written notice only two (2) times in any calendar year, and thereafter, such nonpayment shall be an event of default without the requirement of such written notice. Rent payments not received by Landlord by the fifth day of the month **when due shall be subject to a late penalty of one and one-half percent per month until fully paid.**

ARTICLE V - CONSTRUCTION AND COMPLETION

Section 1. Disclaimer. Landlord makes no covenant or warranty respecting the Property's condition or suitability for Tenant's authorized or proposed uses under this Agreement. Except, however, that Landlord will deliver the Property in compliance with applicable code requirements that are not specific to Tenant's use. Tenant represents that it has made an independent inspection of the Property and is not relying upon any representation or warranty whatsoever from Landlord as to suitability or fitness for Tenant's desired uses. Landlord does not warrant the security of Tenant's personal property or fixtures on the Property, including but not limited to vehicles, inventory, passenger luggage, or equipment.

Section 2. Improvements by Tenant. Tenant shall obtain prior written approval from Landlord before improving any part of the Property and all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Property and shall keep the same in full force and effect at Tenant's cost.

The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within fifteen (15) days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including reasonable attorney's fees, occasioned by the Landlord in having said lien removed from the Property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

Tenant is required to obtain written approval from Landlord before making any improvements to the Property.

Section 3. Utilities. Landlord shall pay for all water, sanitation, sewer, electricity, light, heat, gas, and other services incident to Tenant's use of the Leased Premises. Tenant shall be responsible for providing janitorial services to maintain bathrooms and all common areas of use during hours that it operates outside of the normal operation hours of Augusta Public Transit. All bathrooms and common areas shall be cleaned prior to nightly departure.

ARTICLE VI - OBLIGATIONS FOR REPAIRS

Section 1. Landlord's Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of sublessees, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations, or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations, or failures during the entire term hereof.

Section 2. Tenant's Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Tenant, its employees, agents, or contractors.

Section 3. Requirements of the Law. The Tenant agrees that if any federal, state, or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items that are the Landlord's duty to repair pursuant to Section (1) and (3) of this Article; and such federal, state, or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders, or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders, or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations, or modifications at Landlord's expense.

Section 4. Tenant's Alterations. The Tenant shall have the right with the expressed written approval of Landlord, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may only make structural alterations and additions to the Leased Premises provided that Tenant

has first obtained the consent thereto of the Landlord in writing. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to, or upon the Leased Premises and the Tenant agrees to pay for all such licenses or permits.

Section 5. Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, third-party claims, or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents, or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

ARTICLE VII - TENANT'S COVENANTS

Tenant's Covenants. Tenant covenants and agrees as follows:

Section 1. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder), and reasonable wear and tear;

Section 2. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys to any and all locked areas of the demised

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property, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;

Section 3. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

ARTICLE VIII - INDEMNITY BY TENANT

Section 1. Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord from all third-party injury, loss, claims, or damage to any person or property while on the Leased Premises, to the extent caused by the negligent acts or omissions or willful misconduct of Tenant, its employees, agents, contractors, invitees, or Permitted Tenant Operators, except to the extent caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, or licensees. Tenant shall maintain, with respect to the Leased Premises, public liability insurance as defined in Article XI of this Agreement.

Section 2. The Tenant shall be responsible for third-party injury or damage resulting from the negligent acts or omissions or willful misconduct of Tenant, its employees, agents, contractors, or Permitted Tenant Operators in connection with the performance of this Agreement. Tenant shall indemnify and hold harmless Landlord, its elected officials, officers, employees, and agents from and against third-party claims for bodily injury, death, or property damage to the extent caused by such acts or omissions. Notwithstanding the foregoing, Tenant shall not be required to indemnify any Landlord Indemnitee for claims arising from the sole negligence or willful misconduct of Landlord.

Section 3. As between Landlord and Tenant, Tenant shall assume responsibility and liability for third-party claims for injury, death, or property damage asserted by Tenant's employees, vendors, suppliers, or contractors to the extent caused by the negligent or intentional acts or omissions of Tenant or such parties in connection with the performance of this Agreement. Tenant shall indemnify and hold harmless Landlord Indemnitees from and against such third-party claims.

Section 4. Tenant shall provide a defense to Landlord Indemnitees for any third-party claim subject to indemnification under this Article VIII, but only to the extent such claim is covered by the insurance required to be maintained by Tenant under Article XI of this Agreement. Landlord shall have the right to participate in the defense with counsel of its choosing, at its own expense. Tenant's defense obligation shall not apply to claims arising from the sole negligence or willful misconduct of Landlord.

Section 5. No provision of this Agreement and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent, or servant of Augusta, nor shall the Agreement be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

Section 6. The parties agree that Tenant shall be liable for all fines or civil penalties that may be imposed by any local, federal, or state department or regulatory agency that are a result of Tenant's performance of the work under this Agreement. Tenant shall pay the costs of contesting any such fines. Tenant's obligations pursuant to this Article shall survive any acceptance of work, or termination or expiration of this Agreement.

Section 7. Landlord shall give the Tenant timely notice of, and shall forward to Tenant every demand, notice, summons, or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of Landlord to provide such notice shall not affect such rights to indemnification.

Section 8. The indemnification and defense obligations set forth in this Article VIII are intended to be supported by the insurance coverage required under Article XI. To the extent a claim is not covered by such insurance, Tenant's obligations shall be limited to the extent required by applicable Georgia law.

ARTICLE IX- USE OF PROPERTY BY TENANT

Section 1. Permitted Use. For purposes of the Permitted Use described in this Lease, Tenant shall include FlixBus, Greyhound Lines, Inc., and any of Tenant's other subsidiaries, affiliates, and contracted bus operators (collectively, the "Permitted Tenant Operators"). Operation of an intercity bus service and the handling of passengers, baggage and packages, and for those activities normally and customarily incidental to bus public transportation purposes (by way of example and

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not for limitation, permitted use shall include sales counters, passenger waiting areas, passenger restrooms, office and workspace, and passenger and baggage loading and unloading. Tenant shall use and occupy the leased premises for the purpose of operating its intercity bus service. Tenant is not permitted to sell anything other than passenger tickets and freight shipping services without expressed written approval of Landlord, such approval not to be unreasonably withheld, conditioned, or delayed. Tenant shall provide adequate staffing for its operation during its hours of operation. (See Attachment "D" Hours of Operation attached hereto and made a part hereof.)

Section 2. Tenant shall use and occupy the Premises only for the purposes set forth in Section 1 of this Article, or any other use which is incidental thereto, and for any other lawful purpose as approved in advance and in writing by Landlord which approval shall be required. Tenant may not have vending machines on the Premises and it will not receive proceeds from Landlord's vending machine. Tenant cannot sublease any part of the Premises. Tenant shall not use or permit the use of the Premises in a manner that creates waste or a nuisance. Landlord acknowledges that Tenant's proposed use of the Premises for its bus terminal operations does not constitute a nuisance. Tenant shall not allow loitering on the Premises during station hours.

Section 3. Tenant shall not (i) use the premises for any illegal purpose, nor for any purpose that is injurious to the health, safety, and welfare of the public or that may jeopardize Tenant's insurance coverage of the Premises; or (ii) commit, or suffer to be committed, any waste in or on the Premises; or (iii) create or permit any nuisance in or on the Premises. Tenant hereby covenants to Landlord that no hazardous substances, as defined by any federal, state, or local law, will be used or generated on the Premises without the prior written consent from Landlord and in accordance with strict compliance with all local, state, and federal law regarding the same. Landlord reserves the right to go on the Demised Property at any time for the purpose of inspecting the Property.

Section 4. Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sublessee, assignee, or licensee, which or who shall use the property for any other use.

Section 5. Condition. Landlord shall deliver the Premises to Tenant on Commencement Date.

Section 6. Vehicle Parking. Tenant shall be entitled to the use of one (1) bus loading and unloading space located at 1546 Broad Street, Augusta, Georgia as shown in Attachment "A" attached hereto and shall have the non-exclusive use of general parking on the Premises. Four (4) designated parking spaces will be available at the Broad Street facility. Tenant may not park any vehicle at the facility overnight without expressed written approval by the Landlord. Tenant may not at any time allow unauthorized vehicles, other than those designated, to be parked in any bus loading or unloading position.

(a) Except for the Bus Slip Spaces, Tenant shall not permit or allow any vehicles owned or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designed by Landlord for such activities.

(b) If Tenant permits or allows any of the prohibited activities described in this Agreement, then Landlord shall have the right, by providing notice to Tenant, in addition to such other rights and remedies that it may have, to remove or have removed any vehicle in violation and charge the cost for removal to Tenant, which cost shall be immediately payable upon demand by Landlord.

Section 7. Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line to the Transfer Facility and Interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant, and other tenants of the Transfer Facility and their respective employees, suppliers, shippers, customers, contractors, and invitees, including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, and landscaped areas.

Section 8. Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, customers, and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Transfer Facility. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written

consent of the Landlord or Landlord's designated agent which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

Section 9. Common Areas - Rules and Regulations. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend, and enforce reasonable Rules and Regulations with respect to Common Areas. Tenant agrees to abide and conform to all such Rules and Regulations, and to cause its employees, agents, customers, and invitees to so abide and conform. Landlord shall use reasonable effort to ensure compliance with said rules and regulations by other tenants of the Transfer Facility.

Section 10. Common Area Changes. Landlord shall have the right, in Landlord's reasonable discretion and taking into account the nature of Tenant's business, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading, ingress, egress, direction on traffic, landscaped areas walkways and utility raceway;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Transfer Facility to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Transfer Facility, or any portion thereof, and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Transfer Facility as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

Section 11. Common Area-Operational Hours. Landlord shall ensure that all lights, air conditioning, heating, and other utilities required for use of the Common Areas are working during Tenant's normal business hours.

ARTICLE X - SIGNAGE

Section 1. Exterior Signs. Tenant shall have the right (and Landlord hereby approves), at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs. Tenant shall have the right (and Landlord hereby approves), at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises.

Section 3. Southeastern Stages Signs. Landlord, at its sole cost and expense, prior to the Commencement Date, shall remove all Southeastern Stages signage located on the Property.

ARTICLE XI - INSURANCE

Section 1. Insurance Proceeds. In the event of damage to or destruction of the Leased Premises for which insurance coverage is maintained by Tenant, Tenant shall adjust the loss and settle claims with the applicable insurer(s) in good faith.

(a) Limited Assignment of Proceeds. Tenant hereby assigns to Landlord only that portion of the insurance proceeds attributable to the repair or restoration of the Building structure and Landlord-owned building components to the extent reasonably required to repair or restore the Leased Premises to substantially the condition existing immediately prior to the casualty. All insurance proceeds attributable to Tenant's personal property, trade fixtures, equipment, improvements, betterments, and business interruption or extra expense coverage shall belong exclusively to Tenant and shall not be subject to this assignment.

(b) Segregation and Use of Proceeds. Any insurance proceeds payable to Landlord pursuant to this

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Section shall be deposited into a segregated, non-commingled account and shall be used solely for the repair or restoration of the Leased Premises. Landlord shall be entitled to withdrawals from such account from time to time to pay the actual costs of repair or restoration, upon submission of reasonable evidence that such costs have been incurred.

(c) Timing of Repairs. Landlord shall commence repair or restoration work promptly after receipt of applicable insurance proceeds and shall thereafter prosecute such work with commercially reasonable diligence, subject to delays caused by force majeure events or insurer-related delays beyond Landlord's reasonable control.

(d) Excess or Insufficient Proceeds. Any insurance proceeds remaining after completion of the required repair or restoration shall be paid to Tenant. In the event insurance proceeds are insufficient to complete such repair or restoration, Tenant shall not be required to fund any deficiency except to the extent such casualty was caused by Tenant's gross negligence or willful misconduct.

(e) No General Assignment; Reservation of Rights. Except for the limited assignment expressly set forth in this Section, nothing herein shall be deemed to grant Landlord any ownership interest in, or control over, Tenant's insurance policies or proceeds. Section 2. Subrogation.

Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

Section 3. Intentionally Deleted.

Section 4. Insurance Requirements. Tenant shall procure and maintain, or cause others to procure and maintain, for the duration of the Agreement insurance against claims for injuries to persons or damages to property, or theft which may arise from or in connection with the performance of the work hereunder by Tenant, its agents, representatives, employees,

subcontractor, including but not limited to the procuring of insurance against claims for injuries to persons or damages to property including claims that may arise at the transfer facility, or theft of any and all property either owned by Landlord or leased by Landlord or otherwise used by Tenant in connection with the services described in the Agreement. Landlord shall be added as an additional insured for claims arising out of operations performed by Tenant under this Agreement.

- (1) Minimum Limits of Insurance: The Tenant shall, without expense to Landlord, provide certificates of insurance that are acceptable to Landlord as follows:

(a) Commercial General Liability Insurance including Garage Liability Insurance. Commercial general liability insurance is to be provided with limits not less than the following: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Subject to Policy aggregate limit of \$2,000,000.

(b) Automobile Liability. Comprehensive automobile liability insurance is to be provided with limits not less than the following: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage including passenger liability.

(c) Umbrella Liability. Umbrella insurance is to be provided with limits not less than the following: \$5,000,000 per occurrence for bodily injury, personal injury, and property damage in excess of limits required under (a) or (b) above.

(d) Worker's Compensation and Employer Liability: Statutory workers compensation insurance is to be provided in compliance with the requirements of the State of Georgia and Employers Liability limits of \$1,000,000 per accident.

(e) Intentionally omitted.

(f) Employment Practice Liability: \$1,000,000 each occurrence and aggregate.

- (2) Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by Landlord. At the option of Landlord, either, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the deductibles or self-insured retentions as respects Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers; or Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- (3) Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability, Automobile Liability, and Umbrella Liability Coverage: Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers are covered as insured as respects liability arising out of activities performed by or on behalf of Tenant; products and completed operations of Tenant; premises owned, occupied, or used by Tenant; or vehicles owned, leased, hired, or borrowed by Tenant. The coverage shall contain no special limitations on the scope of protection afforded to Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers.

Tenant's insurance coverage shall be primary insurance with respect to Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers.

Any failure to comply with reporting provisions of the policies shall affect coverage provided to Augusta, Georgia, the Board of Commissioners, its officers, employees and volunteers.

Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against Augusta,

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Georgia, the Board of Commissioners, its officers, officials, employees, and volunteers for losses arising from work performed by Contractor for Augusta.

(c) Certificates of Insurance. Certificates shall state that the policy or policies shall not expire or be cancelled or altered without at least sixty (60) days' prior written notice to Landlord.

This insurance for Landlord as the additional insured shall be as broad as the coverage provided for the named-insured Tenant. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to Augusta as the additional insured.

Such certificates shall be sent to Augusta, Georgia and must identify the "Certificate Holder" as follows:

Augusta, Georgia
Attn: Division of Risk Management
535 Telfair Street, Suite 920
Augusta, Georgia 30901

(d) Acceptability of Insurers. Insurance is to be placed with insurers with a Risk Retention Group or otherwise acceptable to Augusta, Georgia.

(e) Verification of Coverage. Tenant shall furnish Landlord with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The policies, certificates, and endorsements are to be in a form acceptable to Landlord and are to be received and approved by Augusta, Georgia prior to commencement of any work or service performed under this Agreement. Tenant is to commence no activity with regard to performance of the Agreement until the required insurance has

been obtained. Augusta reserves the right to require complete, certified copies of all required insurance policies, at any time.

(f) Subcontractors. Tenant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(g) Rights Reserved. Landlord reserves the right to reject any and all insurance Proposals, to waive any informality in Proposals and, unless otherwise specified by the Proposer, to accept any item in the Proposal. Landlord, solely at its option, may purchase any or all of the insurance coverage required in these specifications directly to cover its own and Tenant's interests, in lieu of Tenant providing such coverage.

(h) Claims Information and Loss. Tenant shall make available to Landlord, through its record or the records of their insurer, information regarding a specific claim or claims. Any loss run information available from Tenant or its insurer will be made available to Landlord upon its request.

ARTICLE XII-DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2. Repairs and Restoration. If during the Lease term any buildings or improvements now or hereafter on the Property be destroyed wholly or partially by fire, theft, the elements, or any other cause, or if the leased premises should be damaged so that rebuilding cannot reasonably

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be completed within ninety (90) working days after the date of written notification by Tenant to Landlord of the destruction, Tenant may, in its sole and absolute discretion, terminate this Lease Agreement and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification. It shall be in the sole discretion of the Landlord to authorize repairs under this section. Prior written approval from Landlord is required for all repairs requested under this section.

Section 3. Partial Destruction. If the leased premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, this Lease Agreement shall not terminate, and Landlord shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the building or other improvements to substantially the same condition in which they existed prior to the damage. If the leased premises are to be rebuilt or repaired and are untenantable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Tenant, its agents, employees, invitees, or those for whom Tenant is responsible, the rent payable under this Lease Agreement during the period for which the leased premises are untenantable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that the Landlord fails to complete the necessary repairs or rebuilding within ninety (90) working days from the date of written notification by Tenant to the Landlord of the destruction, Tenant may at its option terminate this Lease Agreement by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease Agreement shall cease to exist.

ARTICLE XIII - DEFAULT

Section 1. Termination for Convenience. Landlord or Tenant may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Landlord or Tenant, as applicable, elect to terminate the Lease Agreement, in whole or in part, by delivering to the other party, at the address listed in Article XIV of this Agreement, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to such other party at least ninety (90) days prior to the effective date of termination.

Section 2. Termination for Default. If Tenant fails to perform in the manner called for in the Agreement, or if Tenant fails to comply with any other provisions of the Agreement, Landlord may terminate this Agreement for default. Termination shall be effected by serving a notice of termination to Tenant setting forth the manner in which Tenant is in default, affording Tenant a reasonable time within which to cure such default, such reasonability to be determined under the circumstances of such default, and Tenant failing to cure such default prior to the expiration of such period. Tenant shall pay to Landlord all outstanding remittance through the date of termination in accordance with the manner of performance set forth in the Agreement. Tenant shall be liable for all outstanding payment due at the date of termination.

Section 3. If Tenant's lease is terminated by Landlord pursuant to Section (1) or (2) above, the termination will not affect any rights or remedies of Landlord then existing or which may thereafter accrue against Tenant.

Section 4. Tenant Default. If the Tenant defaults by failing to substantially perform, in accordance with the terms of this Agreement, Landlord shall, in the case of a termination for breach or default, provide written notice thereof of Tenant and allow Tenant an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If Tenant fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) business days after receipt by Tenant of written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Agreement without any further obligation to Tenant. Any such termination for default shall not in any way operate to preclude the Landlord from also pursuing all available remedies against Tenant and its sureties for said breach or default.

Section 5. Waiver of Remedies for any Breach. In the event that the Landlord elects to waive its remedies for any breach by Tenant of any covenant, term, or condition of this Lease Agreement, such waiver by the Landlord shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

Section 6. Tenant shall remove Tenant's property from the Property and surrender the Property to Landlord subsequent to Termination for Default of this Agreement. If Tenant fails to remove

any of Tenant's property within ten (10) business days after the termination of this Lease, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove Tenant's property without liability to Landlord. Landlord shall not be responsible for the value, preservation, or safekeeping of Tenant's property. In addition, if Tenant fails to remove Tenant's property from the Property or storage, as the case may be, within ten (10) days after written notice, Landlord may deem all or any part of Tenant's property abandoned, and title to Tenant's property shall be deemed to be immediately vested in Landlord.

Section 7. Landlord Default. If Landlord defaults by failing to substantially perform, in accordance with the terms of this Agreement, Tenant shall provide written notice to Landlord setting forth the nature of the default and the request for cure within thirty (30) calendar days from the date of receipt of the written notice. In such case, the written notice shall state the time period in which cure is permitted and other appropriate conditions. If Landlord fails to remedy to the Tenant's satisfaction the breach or default within thirty (30) days after receipt by Landlord of written notice, Tenant shall have the right to terminate the Agreement without any further obligation to Landlord.

Section 8. Landlord, may, in its sole discretion, terminate this Lease Agreement immediately for any breach of this Agreement by Tenant that endangers or could endanger the public health, safety, or welfare, or which jeopardizes, or could jeopardize, in the reasonable opinion of Landlord, its financial condition or Landlord's ability to continue receiving appropriations. Notice of termination under this subsection shall be in writing and shall be effective upon delivery to Tenant.

Section 9. Except as otherwise provided in this agreement, neither party shall be entitled to recover, lost profits, special, consequential or punitive damages, reasonable attorney's fees, or costs from the other party to this Agreement for any reason whatsoever.

Section 10. Tenant's obligations pursuant to this Agreement shall survive any Acceptance of Services, or expiration or termination of this Agreement.

ARTICLE XIV - EXTENSIONS/WAIVERS/DISPUTES

Section 1. Extension Period. Any extension hereof shall be subject to the provisions of Article III of this Agreement.

Section 2. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Notices. Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery to Landlord's Chief Executive Officer, (c) overnight courier service, or (d) delivered in person to the Tenant or its authorized representative on the work site. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Tenant to Landlord's authorized representative or by the Landlord to the Tenant's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to Landlord:

Augusta, Georgia
Office of the Mayor
535 Telfair Street, Suite 200
Augusta, GA 30901

With a copy to:

General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

and

Sharon E. Dottery, Director
Augusta Transit
2844 Regency Boulevard
Augusta, Georgia 30904

If to Tenant:

Flix North America Inc.
 Attention: Legal Department
 PO Box 660362
 Dallas, TX 75266

With a copy to: Flix North America
 Attention: Real Estate Department
 PO Box 660362
 Dallas, TX 75266

ARTICLE XV - PROPERTY DAMAGE

Notwithstanding any contrary provisions of this Lease Agreement, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission of Landlord, or Landlord's agents, employees, or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VI hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost, or expense arising therefrom.

ARTICLE XVI - FTA CLAUSES

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is obligated by and to Augusta, Georgia (hereinafter referred to as Augusta, Georgia) for any specifications or documentation required of Augusta, Georgia under these clauses.

1. **No Government Obligation to Third Parties.** The contractor agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to any third party contractor, or any sub-recipient, or any other party pertaining to any matter resulting from this contract or purchase order. The contractor agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

2. **Program Fraud and False or Fraudulent Statements and Related Acts.** The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801, *et seq.*, and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this contract or purchase order. Upon execution of the underlying contract, the contractor certifies and affirms the truthfulness and accuracy of any statement it has made, causes to be made, makes, or may make pertaining to the contract or the underlying FTA-assisted project for which this contract or purchases order is being performed. In addition to other penalties that may apply, the contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government may deem appropriate. The contractor also acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC § 5307, the Federal Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n) (1) on the contractor, to the extent the Federal Government deems appropriate. The contractor agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. Contractor shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provisions.

3. **Access to Records.**

a) The contractor agrees to provide Augusta Georgia, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the contractor that are directly pertinent to this contract for the purposes of making audits, inspections, examinations, excerpts, transcriptions, and reports. Contractor further agrees to provide Augusta Georgia, the FTA Administration or their authorized representatives or agents access to contractor's records and construction sites pertaining to a major capital project as defined at 49 USC § 5302(a)l that is receiving federal financial assistance through any program described at 49 USC §§ 5307, 5309 or 5311. The contractor shall require its subcontractors to provide access to

their books, documents, papers, and records to the representatives identified above for the purposes described herein.

b) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as may be reasonably requested.

c) Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or authorized representative (including a Project Management Oversight (PMO) contractor) access to contractor's construction sites and records pertaining to a major capital project, defined at 49 USC § 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 USC §§ 5307, 5309, or 5311.

d) The contractor further agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until Augusta Georgia, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. *See also* 49 CFR 18.39(i)(1).

4. **Federal Changes.** The contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Grant Agreement FTA MA (21) dated October 1, 2014, between Augusta Georgia and the FTA, as they may be promulgated or amended from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

5. **Civil Rights.** The following requirements apply to this purchase order or contract:

- a. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC § 12132, and Federal transit law at 49 USC § 5332, as each may be amended from time to time, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity.** The following equal opportunity requirements apply to this purchase order or contract:

- (1) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any other applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(2) **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and federal transit law at 49 USC § 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, contractor agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

c. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.

6. **Incorporation of Federal Transit Administration (FTA) Terms.** This contract, agreement, or purchase order shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this attachment or in the contract and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Project or contract as described in FTA Circular 4220.1F, dated November 1, 2008, Rev. 3/18/2013, and the FTA's Master Grant

Agreement FTA MA (21) dated October 1, 2014, as each may be amended from time to time. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in the contract, agreement, or purchase order. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any requirement that would cause the Augusta, Georgia to be in violation of its Agreement with FTA, or Augusta, Georgia to be in violation of any FTA terms and conditions applicable to this Project of any grant the Augusta, Georgia may have with FTA. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

7. **Energy Conservation.** The contractor agrees to comply with mandatory standards and policies related to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

MONITORING AND ENFORCEMENT MECHANISMS 26.37

Augusta, Georgia will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

- (a) Augusta, Georgia will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (*e.g.*, referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR Part 26.
- (b) Augusta, Georgia will consider similar action to the extent permitted by applicable law, including making responsibility determination in future contracts and solicitations. The DBE Liaison Officer and appropriate staff will make prompt compliance determinations regarding contractors. Documentation of non-compliance will include the specific areas in which the contractor failed to comply.

In these instances, appropriate action, consistent with the DBE Program and contract provision will be taken.

- (c) Augusta, Georgia will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by direct observation, along with written certification in conjunction with monitoring of contract performance (i.e. DBE pay application and certification).
- (d) The DBE Liaison Officer shall, for every project subject to the DBE Program, keep and maintain a running tally of actual DBE attainments (i.e. payments actually made to subcontractors), including a means of comparing these attainments to commitments.

ADMINISTRATIVE RECONSIDERATION 26.53(d)

- (a) Within five days of being informed by Augusta, Georgia that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following Reconsideration Official:

Administrator of Augusta, Georgia
 535 Telfair Street, Room 910
 Augusta, Georgia 30901
 (706) 821-2400

- (b) The Reconsideration Official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.
- (c) As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Reconsideration Official will

send the bidder/offeror a written decision on the reconsideration, explaining the basis for the decision. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

ADDITIONAL TERMS AND CONDITIONS

8. **RECYCLED PRODUCTS.** The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

9. **ADA Access.** If this purchase order or contract pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with 42 U.S.C. §§12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities.

DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments, and will certify compliance to the extent required by the regulations. ADA and ABA Accessibility Guidelines for Buildings and Facilities: <http://www.access-board.gov/guidelines-and-standards>

ARTICLE XVII - MISCELLANEOUS

Section 1. Fixtures. All personal property, furnishings, and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business

made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge, and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Extraordinary remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

Section 4. Registration of Corporation. Tenant certifies that it is in compliance with the State of Georgia statutory requirements governing registration of corporations and/or assumed business names.

Section 5. Safety. Precautions shall be exercised at all times for the protection of persons and property. The Tenant shall conform to all federal, state, local, and county regulations while performing under the terms and conditions of the Agreement. Any fines levied by the above-mentioned authorities because of inadequacies or incidents associated with these requirements shall be borne exclusively by the Tenant.

Section 6. Labor Disputes. If Tenant has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Tenant immediately shall give notice, including all relevant information, to Landlord.

Section 7. Georgia Laws Govern. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

Section 8. Venue. This Agreement shall be deemed to have been made and performed in Augusta, Georgia. For the purpose of venue, all suits or causes of action arising out of this Agreement shall be brought in the Superior Court of Richmond County, Georgia. Tenant, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

Section 9. Cooperation with Landlord. Tenant shall maintain regular communications with Landlord and the administrative staff of the Augusta Public Transit Department and shall actively cooperate in all matters pertaining to this Agreement including, with limitation, assisting Landlord in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with the Tenant's provision of services under this Agreement.

Section 10. Subcontracting. Except for the Permitted Tenant Operators, which are hereby expressly approved by Landlord, no agreement shall be made by the Tenant with any other party for furnishing any of the work or services herein contracted for, without the prior written approval of Landlord. The Tenant understands and agrees that it shall be a breach of this Agreement to subcontract any portion of the Agreement without such approval from Landlord.

Section 11. Assignments. Landlord has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the Tenant. Except for any Permitted Tenant Operators, which are hereby expressly approved by Landlord, Tenant agrees it shall not delegate, assign, subcontract, transfer, pledge, convey, sell, or otherwise

dispose of the whole or any part of this Agreement or its right, title, or interest therein to any person, firm, or corporation without the prior written consent of Landlord. Any attempted assignment by Tenant without prior express written approval of Landlord shall at Landlord's sole option terminate this Agreement.

Section 12. Policy of Non-Discrimination. Tenant shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. Tenant shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, national origin, marital status, disability, or any other factor that cannot be lawfully used as a basis for the provision or denial of service delivery.

Section 13. Licenses, Permits and Certifications. Prior to execution of this Agreement, Tenant shall provide Landlord with copies of all required licenses, certifications, and permits for the Tenant and/or all of Tenant's employees, personnel, agents, or Subcontractors performing services that require licensure by federal, state, or local authority. Tenant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications, and permits required under federal, state, and local laws necessary to perform the services required by this Agreement. Tenant is solely responsible for obtaining any license or other authorization required by law to perform the services required in this Agreement.

Section 14. Drug Free Workplace. Tenant shall maintain a Drug Free Workplace.

Section 15. Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

Section 16. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the remainder of the Agreement shall be in full force and effect and enforceable in accordance with its terms.

Section 17. No Conflict. Tenant represents and warrants that it presently has no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of its duties and obligations hereunder. Tenant further covenants and agrees for itself, its agents, employees, directors, and officers to comply fully with the provisions of the Official Code of Georgia (OCGA §§ 45-10-20 *et seq.*) and the provisions of the AUGUSTA, GA CODE of Ethics governing conflicts of interest of persons doing business with Augusta, as such provisions now exist and may be amended hereafter. Tenant represents and warrants that such provisions are not and will not be violated by the Agreement or the Tenant's performance hereunder.

Section 18. Prohibited Interests. No official of Augusta, Georgia who is authorized in such capacity and on behalf of Augusta, Georgia to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract, or any subcontract in connection with the Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof. No officer or employee of or for Landlord who is authorized in such capacity and on behalf of Augusta, Georgia to exercise any legislative, executive, supervisory, or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Agreement.

Section 19. Compliance with Applicable Laws. The Tenant's attention is directed to the fact that all applicable federal, state, and county laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work shall apply to the Agreement throughout, and they all will be deemed to be included in the Agreement the same as though herein written out in full. The Tenant shall keep itself and its employees

fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Tenant discovers any discrepancy or inconsistency in this Agreement in relation to any such law, regulation, ordinance, order, or decree, Tenant shall promptly report the same, in writing, to Landlord. Tenant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify Landlord and its agents against any all-third-party damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Tenant or its employees.

Section 20. Georgia Open Records Act. Tenant shall comply with the Georgia Open Records Act, OCGA § 50-18-70 *et seq.*

Section 21. Sole Agreement. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding upon the parties. No amendment or modifications of this Agreement shall be enforceable unless approval by action of Augusta, Georgia.

Section 22. Installation of Equipment. Tenant is prohibited from installing any equipment on Landlord's property without prior written approval of the Director of Transit.

Section 23. Authority. If either party hereto is a corporation, trust, or general or limited partnership, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on its behalf. If it is a corporation, trust or partnership, Tenant shall, within thirty (30) days deliver to Landlord evidence satisfactory to Landlord of such authority.

Section 24. Independent Contractor. Contractor shall perform this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship or status. Nothing in this Agreement shall in any way be construed

to appoint or constitute Contractor as the agent, employee, or representative of Landlord. The manner and method of completing the work undertaken by Contractor shall be determined in its sole discretion.

Section 25. Tenant shall not use, store, keep, release, discharge, dispose of, or spill any toxic or hazardous substances, wastes, or materials on the Leased Property, nor use or store any such substance that will have any residual effect beyond the lease term.

Section 26. Entry by Landlord. Tenant shall permit Landlord, and Landlord's agents and assigns, to enter the leased property, at any time, for the purposes of inspection for compliance with the terms of this Lease Agreement, exercise of all rights under this Lease Agreement, and all other lawful purposes.

Section 27. Abandonment by Tenant. Should Tenant breach this Lease Agreement and abandon the property prior to the natural expiration of the lease term, Landlord may continue this Lease in effect by not terminating Tenant's right to possession of the property, in which case Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease Agreement including the right to recover rent as it becomes due.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE LINES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

FLIX NORTH AMERICA INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

AUGUSTA, GEORGIA

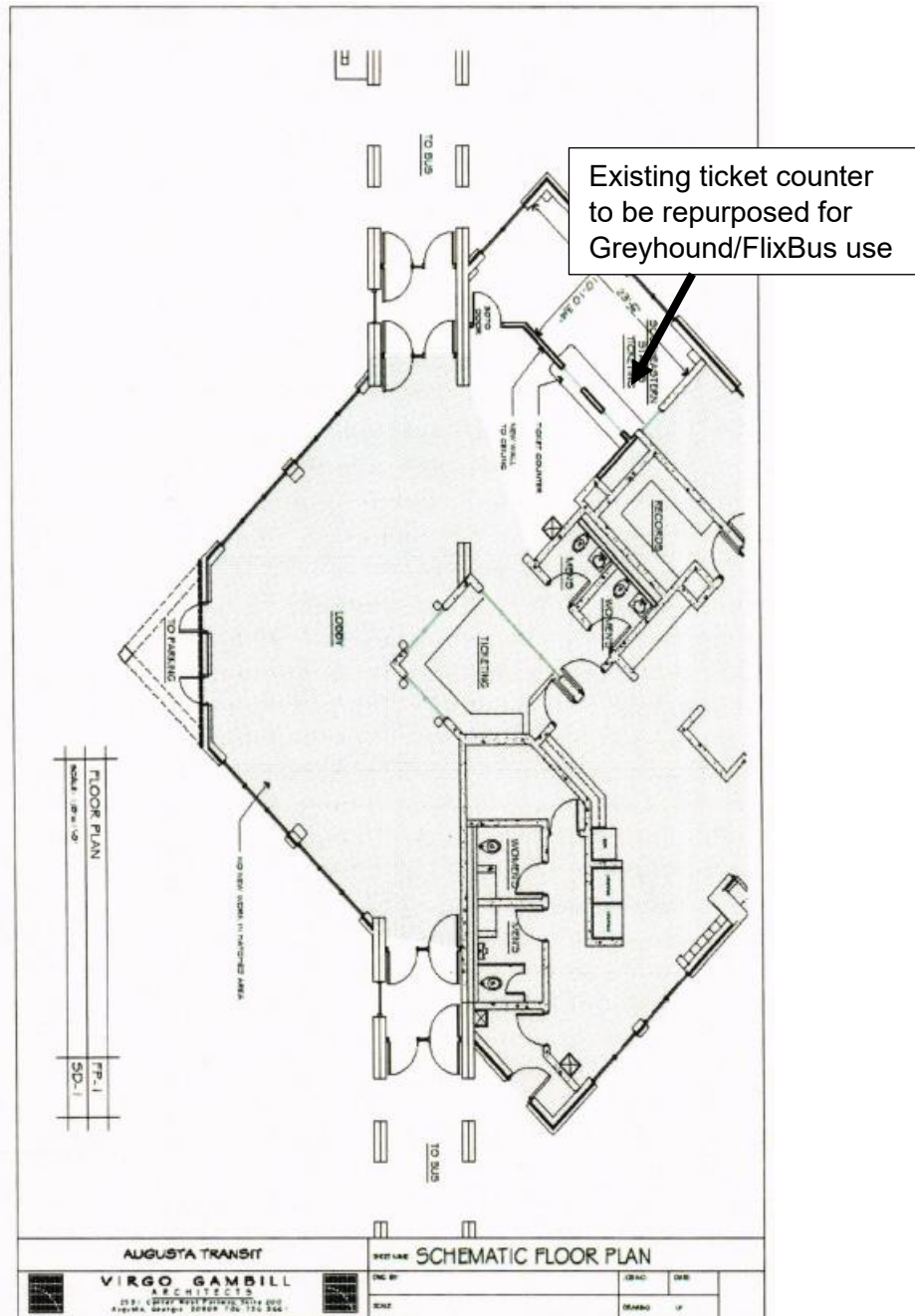
By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____



ATTACHMENT B



ATTACHMENT C**TENANT PAYMENT SCHEDULE***

INITIAL TERM	PERIOD: FROM- TO	ANNUAL RENT	MONTHLY RENT
Year 1	08/1/26- 07/31/27	\$31,200.00	\$ 2,600.00
Year 2	08/1/27- 07/31/28	\$32,292.00	\$ 2,691.00
Year 3	08/1/28- 07/31/29	\$33,422.22	\$ 2,785.18
Year 4	08/1/29- 07/31/30	\$34,560.00	\$ 2,882.67
Year 5	08/1/30- 07/31/31	\$35,802.72	\$ 2,983.56

ATTACHMENT D



Public Services Committee Meeting

July 28, 2026

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-36 – Existing Location, New Ownership: Retail Package Beer and Wine. Anil K. Kasturi applicant for Himadri Investments 2026 LLC, to be used in connection with 3333 Mike Padgett Hwy, Augusta GA 30906. District 6, Super District 10.
Background:	Existing Location, New Ownership
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$1330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Case Number: A.N. 26-36

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

Business Name: Himadri Investments 2026, LLC

Hearing Date: July 28, 2026

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

Applicant: Anil K. Kasturi

Property Owner: K W Chang Properties LLC

Address of Property: 3333 Mike Padgett Hwy

Tax Parcel #: 123-3-111-00-0

Commission Districts: District 6,
Super District 10



ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$1330.00.

RECOMMENDATION:

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

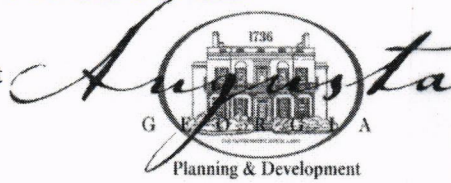
Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

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

RECEIVED
07/08/2026
fw

ORIGINAL

Alcohol License Application
Physical Address:
Augusta Planning & Development
1803 Marvin Griffin Rd
Augusta, GA 30906
706-312-5038



Item 2.

Alcohol License Number (Office Use Only): LCB2026 0000792 AN 26-36

Alcohol Beverage Application

Business Legal Name: HIMADRI INVESTMENTS 2026, LLC

If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as a foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 3333 Mike Padgett Hwy. Augusta, GA. 30906

(Complete Street Address— City, State, Zip Code)

Business Location: Map & Parcel #: 123-3-111-00-0 Zoning: B1

Business Phone: 706 798-8349 Home Phone: [REDACTED]

Applicant Name: Anil K. Kasturi

Applicant's Address: [REDACTED]
(Complete Street Address – City, State, Zip Code)

Applicant's Social Security: [REDACTED] Date of Birth: [REDACTED]

If Applicant is a transfer, list previous Applicant: _____

Location Manager(s): 1. Anil K. Kasturi

2. _____

3. _____

Is Applicant an American Citizen or Alien lawfully admitted for permanent residency? ☐ Yes ☐ No

Ownership Information

Corporation (if applicable): Date Chartered: 04/29/2026

Mailing Address:

Name of Business: Pump N Go #33

Attention: Anil K. Kasturi

Address: [REDACTED]

City/State/Zip: [REDACTED]

Ownership Type: ☒ Corporation ☐ Partnership ☐ Individual

Corporate Name: Himadri Investments 2026, LLC

List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Click or tap here to enter text. Anil K. Kasturi	Click or tap here to enter text. Member-Owner	Click or tap here to enter text. [REDACTED]	Click or tap here to enter text. 3333 Mike Padgett Hwy.	Click or tap here to enter text. 100
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text. Augusta, GA. 30906	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

What type of business will you operate in this location?

☐ Restaurant – Full ☐ Restaurant – Limited ☐ Hybrid ☐ Lounge ☒ Convenience Store
☐ Package Store ☐ Other: _____

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

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

Have you ever applied for an Alcohol Beverage License before? ☒ Yes ☐ No

If so, give year of application and its disposition: John's Party Center, Currently License since 2018
3307 Make Padgett Hwy Augusta, GA. 30906

Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages?

☒ Yes ☐ No If so, please initial: 

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

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 regulation 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:

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 offense 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.

List owner or owners of the building and property.

Laxmi Oil

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

Himadri Investments 2026,LL (Anil K. Kasturi)

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 being sold.

A) Church: _____

C) School: _____

B) Library: _____

D) Public Recreation: _____

State of Georgia, Augusta-Richmond County, I, Anil K. Kasturi, 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.

Anil K. Kasturi
Applicant Signature

I hereby certify that Anil K. Kasturi is personally known to me. 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 administered by me, has sworn that said statements and answers are true.

This 09 day of June, in the year 2026.

Office Use Only

Department Recommendation	Approve	Deny	Comments
Alcohol Inspection	☒	☐	Click or tap here to enter text. <u>Cwoody</u>
Sheriff	☒	☐	Click or tap here to enter text. <u>EB</u>
Fire Inspector	☐	☐	Click or tap here to enter text.

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

Administrator

Date



Public Services Committee Meeting

July 14, 2026

Massage Operator's License Application

Department:	Planning and Development Department
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	M.N 26-06: A request by David Whitters II for Massage Operator's License to be used in connection with Oasis Massage & Spa located at 3351 Wrightsboro Road Ste 101. District 5, Super District 9.
Background:	New Location
Analysis:	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
Financial Impact:	The applicant will pay an application fee of \$120.00, and a fee based on Gross Revenue.
Alternatives:	N/A
Recommendation:	Planning & Development recommends approval of the application subject to additional information not contradicting the applicant's statements. Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Augusta-Richmond County
Planning & Development Department
Massage License Staff Report

Application Type: Massage Operators License – New Location

Business Name: Oasis Massage & Spa

Hearing Date: July 14, 2026

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

Applicant: David Whitters II

Property Owner: MMB Broyhill LLC

Address of Property: 3351 Wrightsboro Rd
STE 101

Tax Parcel #: 041-4-014-01-0

Commission Districts: District 5,
Super District 9

Background: New Location



ANALYSIS:

Location Restrictions:

- **Zoning:** B2

LICENSE REQUIREMENTS:

- Any person desiring to own, operate, conduct, or carry on in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this chapter is not authorized or licensed to actually perform the massage therapy on the customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person, employed or otherwise engaged by a massage therapy business to perform massage therapy on members of the public shall, prior to engaging in such activity, have in person's possession, a then current massage therapy license issued by the Augusta-Richmond County Commission. A licensee holding a massage therapy license is not licensed to own, operate, conduct, or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta-Richmond County, but which sends a massage therapist into Augusta-Richmond County to provide massage therapy on an outcall basis, must possess an operator's License. Any person providing massage on an outcall basis must possess a massage therapy license.

Qualifications for Operator's License, Section 6-4-3

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to criminal background check. No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law within ten (10) years prior to filing date of the application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two (2) years to filing the application for an operator's license,
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears to the Augusta-Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation on the proposed business to direct and manage its affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted.

FINANCIAL IMPACT: The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License, and a fee based on estimated gross revenue reported.

RECOMMENDATION:

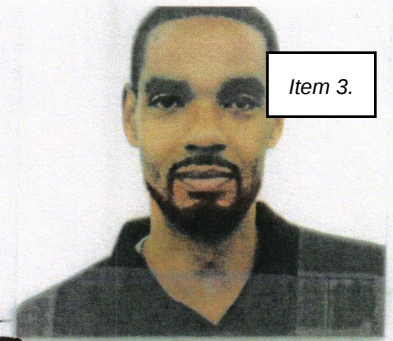
Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

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

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

COPY

PERSONNEL STATEMENT
1803 MARVIN GRIFFIN ROAD
AUGUSTA, GA. 30906



Item 3.

- 1) Full Name of Applicant: David Lee Whithers II
- 2) Home Address: [REDACTED]
- 3) Telephone #: [REDACTED] SS#: [REDACTED] Date of Birth: [REDACTED]
- High School Diploma: Yes ☒ No ☐ or GED: Yes ☐ No ☐
- 4) Trade name of Business of which personnel statement is a part of: Oasis Massage + spa
- 5) Business Address: 3351 Wrightsboro Rd Suite 101 Augusta, Ga 30909
- 6) Business Telephone: 706-399-9354
- 7) Position of Applicant in Business: CO-Owner
- 8) Other names used by applicant: maiden name, names used in former marriages, alias, stage name and/or nicknames _____
- 9) Place of Birth: Mt. Holly, NJ U.S. Citizen (☒ yes () no
- Naturalized: _____ Date, Place and Court: _____
- Certification No: _____
- 10) Martial Status: () Married () Divorced () Separated () Widowed ☒ Single
- 11) If married, divorced, or widowed, complete the information requested below.
- Full name of spouse: _____ SS# _____
- 12) Applicants: Height: 6'3" Weight: 190 Age: 40
- Color Hair: Black Color Eyes: Brown

13) Employment Records: (Give most recent experience first. If self-employed, give details)

From		To		Occupation and Description of Duties Performed	Salaries Received	Employees	State	Reason for Leaving
Month	Year	Month	Year					
08	25			LMT	\$25/hr	4	Ga	N/A
03	21			LMT	\$45/hr	6	Ga	N/A

14) List in reverse chronological order all of your residence for the past ten years.

From		Street	City	State
Month	Year			
03	2010	1065 Bertram Rd Apt C	Augusta	Ga
05	2009	3002 Galahad Way	Augusta	Ga

15) References: Give three personal references, not relatives, former employers, fellow employees, or school teachers, who are responsible, reputable, adults, business or professional men or women, who have known you well during the past five years. (Name, residence, business, address, and number of years known).

Julius Dixon 1065 Bertram Rd, 7 yrs 706 496 4253
 Adam Land 1065 Bertram Rd 10 yrs 706 421 9897
 Darryl Dixon, N. Augusta SC, 7 yrs, 803 215 4619

16) Military service: (Serial numbers, branch of service, period of service, type of discharge)

Not accepted (Disability)

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county, or municipal law, regulation or ordinance? (Do not include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition. No

18) Attach two (2) copies of driver's license and or picture I.D. to application.

Note: Before signing this statement, check all answers and explanations to see that you have answered all questions correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herein.

VERIFICATION

State of Georgia Columbia County

David Whitters do solemnly swear, subject to the penalties of false swearing that the statements and answers made by me as the applicant in the foregoing personnel statement are true.

David L Whitters II
 Applicant's signature (Full name in ink)

I hereby certify that David Whitters
 (the above signed person) is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made therein, and, under oath.

This 11th day of May in the year 2026

Richard F. Oglesby
 Notary Public

Sheriff Department Approval _____ Disapproval _____

RICHARD F. OGLESBY
 NOTARY PUBLIC
 COLUMBIA County
 State of Georgia
 My Comm. Expires December 11, 2026



Public Services Committee

Meeting Date: July 28, 2026

Emergency procurement for HVAC Replacements (Jamestown)

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to receive as information an emergency procurement pursuant to Section 1-10-57 of the Augusta, Georgia Procurement Code for services by Sig Cox, in the amount of \$25,200.
Background:	At Jamestown Community Center, the HVAC units were down due to faulty compressor causing lack of air circulation and rising indoor temperatures. In accordance with the emergency procurement provisions outlined in Section 1-10-57 of the Augusta, Georgia Procurement Code, the Recreation & Parks Department initiated emergency contracting for HVAC services to address this urgent need to restore proper circulation to the facility. Sig Cox was engaged to provide these services due to their availability, capacity, and proven track record with similar municipal projects. The procurement has already been executed under emergency authority in the amount authorized.
Analysis:	The emergency procurement was necessary to address repairing city equipment and restore proper circulation to the facility. These replacements were vital for the constant use of public space by residents and staff. Due to the urgent nature of the work, formal bidding procedures were bypassed under the emergency procurement authority. This motion serves to formally acknowledge and receive the details of this procurement as information.
Financial Impact:	The emergency work was completed for a total cost of \$25,200.
Alternatives:	N/A
Recommendation:	Receive as information the emergency procurement for services to secure HVAC units provided by Sig Cox, under Section 1-10-57 of the Augusta, Georgia Procurement Code, in the amount of \$25,200.
Funds are available in the following accounts:	GL 272-06-1325-5223112
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 805, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

Item 4.

PURCHASE ORDER NO.
P499215

REQUISITION/QUOTE NO.
R421198

DATE 07/08/26	DEPARTMENT 061325	VENDOR PHONE #	
VENDOR # 273	E-VERIFY # 199332	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR SIG COX INC 1431 GREENE ST AUGUSTA, GA 30902	ATTN: EMERGENCY BID NUMBER: CONTRACT #: BUYER: NANCY
--	---

SHIP TO: RECREATION DEPARTMENT ADMIN. 2027 LUMPKIN ROAD AUGUSTA, GA 30906	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	EACH		EMERGENCY REPLACE VANDALIZED EQUIPMENT 3647 KARLEEN RD JAMESTOWN PARK UNIT 1 - 2 TON EVAPORATOR COIL AND NEW CONDENSING UNIT UNIT 2: 3 TON EVAPORATOR COIL AND NEW CONDENSING UNIT UNIT 3 - 5 TON EVAPORATOR COIL AND NEW CONDENSING UNIT 272-06-1325/52-23112	25,200.00	25,200.00

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..... 25,200.00

APPROVED FOR ISSUE

Andy Penick

DIRECTOR OF PROCUREMENT

PROCUREMENT DEPARTMENT

57

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

Item 4.

PURCHASE ORDER NO.
P499215

REQUISITION/QUOTE NO.
R421198

DATE 07/08/26	DEPARTMENT 061325	VENDOR PHONE #	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.
VENDOR # 273	E-VERIFY # 199332	EMAIL	

VENDOR SIG COX INC 1431 GREENE ST AUGUSTA, GA 30902	ATTN: EMERGENCY BID NUMBER: CONTRACT #: BUYER: NANCY
--	---

SHIP TO: RECREATION DEPARTMENT ADMIN. 2027 LUMPKIN ROAD AUGUSTA, GA 30906	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.
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		EMERGENCY REPLACE VANDALIZED EQUIPMENT 3647 KARLEEN RD JAMESTOWN PARK UNIT 1 - 2 TON EVAPORATOR COIL AND NEW CONDENSING UNIT UNIT 2: 3 TON EVAPORATOR COIL AND NEW CONDENSING UNIT UNIT 3 - 5 TON EVAPORATOR COIL AND NEW CONDENSING UNIT 272-06-1325/52-23112	25,200.00	25,200.00

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.....

25,200.00

APPROVED FOR ISSUE

Andy Penick

DIRECTOR OF PROCUREMENT

VENDOR COPY

58

Nancy M. Williams

From: Nancy M. Williams
Sent: Friday, July 10, 2026 12:03 PM
To: Tameka Williams; Marilyn Newton; Alphonza Williams
Subject: Sig Cox - Emergency Repair Jamestown
Attachments: P499215.pdf

Please find attached the PO. The PO has not been sent to the vendor.

Nancy Williams
Contract Compliance Administrator
Augusta Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901
(P) 706-821-2888
(C) 706-564-8896

2027 Lumpkin Road
Augusta, GA 30906

Memorandum

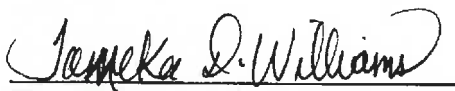
TO: Andy Penick, Director, Procurement Department 
FROM: Tameka D. Williams, Director, Recreation and Parks Department
DATE: July 2, 2026
SUBJECT: Emergency – HVAC Replacement (Jamestown Community Center)

In accordance with Emergency Procurements 1-10-57, I respectfully ask you to accept this communication as notification of an emergency at Jamestown Community Center.

Air handler units 1 & 2 at this location are currently down due to a faulty compressor, causing lack of air circulation and rising indoor temperatures. The air temperatures are currently in the 80's. It is of utmost importance that this is addressed to restore proper air circulation to the facility, as this facility is in consistent use by citizens, summer campers and staff.

Please process an emergency purchase order for Sig Cox in the amount of \$25,200.00.

If you have any questions or concerns, please contact the Recreation and Parks Department.


Tameka D. Williams
Director

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT**

JUN 23 '26 AM 10:29
123711

DEPARTMENT NAME Association & Park REQUISITION 6-18-26
 DEPARTMENT NUMBER 212-06-1325-5223112 PURCHASE ORDER NUMBER 6421198
 DEPARTMENT HEAD Janeyka D. Williams PURCHASE ORDER DATE 6/22/26

DEPARTMENT HEAD		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
VENDOR		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
PHONE NUMBER		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
QUOTED BY		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
TOTAL BID				\$		\$	\$
SHIPPING CHARGES							
EVERY TIME FROM RECEIPT OF PURCHASE ORDER							

Item 4.



Sig Cox Incorporated

1431 Greene St., Augusta, Georgia 30901 706-722-5304 Fax-722-4511

Proposal

Date 5/21/26

From: Jason Gay

To: Central Services Dept.

Attn: Marquel

RE: Quote for vandalized equipment at 3647 Karleen Rd

Sig Cox, Inc. hereby submits our proposal for the following Scope of Work:

System#1: We will install a new 2-ton evaporator coil in the attic and a new condensing unit outside. We will reuse the existing gas furnace. We will install an RDS module in the existing furnace to bring it up to code for the new 454b refrigerant. We connect back to the existing copper and wiring at the point it was cut and run it to the new outdoor unit. We will also install new liquid line filter driers and pull a vacuum on the refrigerant lines down to 500 microns. This will ensure all moisture is removed from the refrigerant lines after being open to the atmosphere for so long. Once the installation is complete, we will test the system for proper operation.

Investment: \$7,600

Warranty: 1 year labor 1 year on all parts 5 years on the compressor

System#2: We will install a new 3-ton evaporator coil in the attic and a new condensing unit outside. We will reuse the existing gas furnace. We will install an RDS module in the existing furnace to bring it up to code for the new 454b refrigerant. We connect back to the existing copper and wiring at the point it was cut and run it to the new outdoor unit. We will also install new liquid line filter driers and pull a vacuum on the refrigerant lines down to 500 microns. This will ensure all moisture is removed from the refrigerant lines after being open to the atmosphere for so long. Once the installation is complete, we will test the system for proper operation.

Investment: \$7,800

Warranty: 1 year labor 1 year on all parts 5 years on the compressor

System#2: We will install a new 5-ton evaporator coil in the attic and a new condensing unit outside. We will reuse the existing gas furnace. We will install an RDS module in the existing furnace to bring it up to code for the new 454b refrigerant. We connect back to the existing copper and wiring at the point it was cut and run it to the new outdoor unit. We will also install new liquid line filter driers and pull a vacuum on the refrigerant lines down to 500 microns. This will ensure all moisture is removed from the refrigerant lines after being open to the atmosphere for so long. Once the installation is complete, we will test the system for proper operation.

Investment: \$9,800

Warranty: 1 year labor 1 year on all parts 5 years on the compressor

Total cost for all 3 systems- \$25,200

Thank you for the opportunity to provide a proposal for this project. Please feel free to contact me if you should have any questions.

Sincerely,

Jason Gay
Service Advisor CELL # 706-699-6644
Sig Cox, Inc.
Jgay@sigcox.com

GA LICENSE # CU-400179
SC LICENSE # M-1246
NC LICENSE # 25376

Accepted by: _____

Date _____

272-06-1325-5223112

Item 4.

PROPOSAL



DOC SAVAGE, INC.

HEATING & AIR CONDITIONING

2530 IVEY ROAD

AUGUSTA, GA 30906

706-793-4131

GA. LIC. # CN6993

S.C. LIC. # M1139

JAMESTOWN COMMUNITY CENTER
3647 KARLEEN ROAD
HEPHZIBAH, GA. 30815

706-432-5335

5/22/2026

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR IN ACCORDANCE WITH SPECIFICATIONS BELOW, F
PAYMENT TO BE MADE AS FOLLOWS: AS BILLED.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature:

Doc Savage

Checked & found (1) Trane 5 Ton, (1) 3 Ton, and (1) 2 Ton outdoor condensing units vandalized. All units were R-410 A refrigerant that are no longer available from the manufacturer. The indoor evaporator coils located in the attic area will have to be replaced to be compatible with the new Trane outdoor 454-B refrigerant outdoor condensing units. Also, noticed there is an air pressure gauge in the natural gas line in the attic since the building was built and must be removed due to safety hazard. The flue piping from the furnace is in contact with the flammable spray foam on the roof and must be shielded. See below for estimate cost:

1. Remove three existing outdoor vandalized equipment. Also, remove the evaporator coils in the attic that match the outdoor equipment.
2. Install new Trane 5 Ton SEER2 14 outdoor R-454-B condensing unit.
Model # 5TTR4036A1000A
3. Install new Trane 3 Ton SEER2 14 outdoor R-454-B condensing unit.
Model # 5TTR4036A1000A
4. Install new Trane 2 Ton SEER2 14 outdoor R-454-B condensing unit.
Model # 5TTR4024A1000A
5. Install new Trane horizontal 5 Ton evaporator cooling coil. Model # 5TXCB006AS3HCA
6. Install new Trane horizontal 3 Ton evaporator cooling coil. Model # 5TXCB004AS3HCA
7. Install new Trane horizontal 2 Ton evaporator cooling coil. Model # 5TXCB002AS3HCA
8. Install refrigerant mitigation kits for each system.
9. Re-install new low voltage wiring as needed for each HVAC system.
10. Re-install electrical wiring as needed to each outdoor condensing unit.
11. Re-weld copper refrigerant line sets as needed.
12. Install new liquid line filter dryers and re-charge A/C system with new R-454-B refrigerant.
13. Transition into the existing supply duct work as needed with new transitions.
14. Re-Install condensate drain line as needed to the existing condensate drain.
15. Remove the air pressure gauge from the main gas line in the attic area on center furnace.
16. Install heat shield protection around each flue piping on the 3 furnace's flue pipe going through the spray foam roof area.
17. Equipment will have a 1 Year manufacturers warranty on parts.
18. 5 year warranty on compressor.
19. Pay for Mechanical Permits & Inspections.

ESTIMATED COST OF LABOR, MATERIAL, & TAXES: \$ 27,867.00

ACCEPTANCE OF PROPOSAL -- The above prices, specifications and conditions are satisfactory and are hereby accepted. you are authorized to do the work as specified. Payment will be made as outlined above. I have the authority to order the above work and do so order as outlined above.

Date of Acceptance: _____

Signature: _____



www.DocSavageAir.com



Marquel Wimbush

From: Marquel Wimbush
Sent: Tuesday, May 19, 2026 9:58 AM
To: Betty Fordham
Subject: SR# 641037

The Central Services Department of Augusta Georgia is requesting bids from qualified vendors to replace three condensing(R410a) units that vandals removed from this property on the right side of the building.

A total of three units will need to be replaced at this location.

2: 3-ton units

1: 3-1/2-ton unit

Location: Jamestown Community Center
3647 Karleen Road
Augusta, GA 30901

Site Contact: Marquel Wimbush
(706) 432-5335 Office
(762) 320-0930 Cell

Once completed, please forward the quote to my email address. In the event a quote is not received by May 22th, 2026, 1:00 p.m. The quote will be considered as no bid.

Warm Regards,

Marquel Wimbush
Central Services Department

Marquel Wimbush | Facilities Maintenance Supervisor
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5335 (cell) 762-320-0930
MWimbush@augustaga.gov | www.augustaga.gov

Augusta
G E O R G I A

Marquel Wimbush

From: Marquel Wimbush
Sent: Tuesday, May 19, 2026 9:57 AM
To: docsavageair@gmail.com
Subject: SR# .641037

The Central Services Department of Augusta Georgia is requesting bids from qualified vendors to replace three condensing(R410a) units that vandals removed from this property on the right side of the building.
A total of three units will need to be replaced at this location.

2: 3-ton units
1: 3-1/2-ton unit

Location: Jamestown Community Center
3647 Karleen Road
Augusta, GA 30901

Site Contact: Marquel Wimbush
(706) 432-5335 Office
(762) 320-0930 Cell

Once completed, please forward the quote to my email address. In the event a quote is not received by May 22th, 2026, 1:00 p.m. The quote will be considered as no bid.

Warm Regards,

Marquel Wimbush
Central Services Department

Marquel Wimbush | Facilities Maintenance Supervisor
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5335 (cell) 762-320-0930
MWimbush@augustaga.gov | www.augustaga.gov

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Public Services Committee

Meeting Date: July 28, 2026

Emergency procurement for HVAC Cages (Jamestown)

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to receive as information an emergency procurement pursuant to Section 1-10-57 of the Augusta, Georgia Procurement Code for services by AAA Iron and Fabrication, in the amount of \$27,000.
Background:	In order to eliminate future theft, immediate safety measures are vital to securing the HVAC units. In accordance with the emergency procurement provisions outlined in Section 1-10-57 of the Augusta, Georgia Procurement Code, the Recreation & Parks Department initiated emergency contracting for HVAC services to address this urgent need. AAA Iron and Fabrication was engaged to provide these services due to their availability, capacity, and proven track record with similar municipal projects. The procurement has already been executed under emergency authority in the amount authorized.
Analysis:	The emergency procurement was necessary to protect city equipment, prevent further damage or theft to public property. Due to the urgent nature of the work, formal bidding procedures were bypassed under the emergency procurement authority. This motion serves to formally acknowledge and receive the details of this procurement as information.
Financial Impact:	The emergency work was completed for a total cost of \$27,000.
Alternatives:	N/A
Recommendation:	Receive as information the emergency procurement for services to secure HVAC units provided by AAA Iron and Fabrication, under Section 1-10-57 of the Augusta, Georgia Procurement Code, in the amount of \$27,000.
Funds are available in the following accounts:	GL 272-06-1325-5413120
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

Item 5.

PURCHASE ORDER NO.
P499326

REQUISITION/QUOTE NO.
R421197

DATE 07/10/26	DEPARTMENT 061325	VENDOR PHONE # (706) 738-8044	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES. SHIPPING PAPERS, AND PACKAGES.
VENDOR # 19177	E-VERIFY #	EMAIL	

VENDOR AAA IRON & FABBRICATORS 2517 DEANS BRIDGE RD. AUGUSTA, GA 30906	ATTN: EMERGENCY BID NUMBER: CONTRACT #: BUYER: NANCY
---	---

SHIP TO: RECREATION DEPARTMENT ADMIN. 2027 LUMPKIN ROAD AUGUSTA, GA 30906	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			EMERGENCY TO INSTALL NEW CAGES FOR HVAC UNIT AT JAMESTOWN COMMUNITY CENTER 272-06-1325/54-13120	27,000.00	27,000.00

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..... 27,000.00

APPROVED FOR ISSUE

Andy Penick

DIRECTOR OF PROCUREMENT

VENDOR COPY

2027 Lumpkin Road
Augusta, GA 30906

Memorandum

TO: Andy Penick, Director, Procurement Department 
FROM: Tameka D. Williams, Director, Recreation and Parks Department
DATE: July 2, 2026
SUBJECT: Emergency – Cages for HVAC (Jamestown Community Center)

In accordance with Emergency Procurements 1-10-57, I respectfully ask you to accept this communication as notification of an emergency at Jamestown Community Center.

The items are needed to secure the HVAC units from theft happening again.

Please process an emergency purchase order for AAA Iron and Frabication in the amount of \$27,000.00

If you have any questions or concerns, please contact the Recreation and Parks Department.



Tameka D. Williams
Director

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

DEPARTMENT NAME Fabrication & Poles
 DEPARTMENT NUMBER 212-06-1335-5425310
 DEPARTMENT HEAD Donna Williams 6/27/24

Wany - ENEL
123700 8:26 AM 10:29
 REQUISITION
 REQUISITION DATE 6.18.26
 PURCHASE ORDER NUMBER 844117
 PURCHASE ORDER DATE

ITEM NO	DESCRIPTION	QUANTITY	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	AAA 2000 - Fabrication							
2	2517 Deans Bridge Rd.							
3	Augusta, GA 30906							
4								
5								
6								
7								
8	Note: Install New							
9	Cages for HHC Poles							
10	in Poles - 16 - tops							
11								
12								
13	<u>\$27,000</u>							
14								
15								
16								
17								
18								
19								
20								
21								
TOTAL BID			\$	<u>27,000</u>	\$			\$
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

AAAA IRON AND FABRICATIONS

2517 Deans Bridge Road, Augusta, Georgia 30906
Office Telephone: 706-738-8044 | After Hours Emergency Line: 706-703-2979

SR# 641037

PROJECT PROPOSAL & AGREEMENT

Same
SR# 640258

Prepared For:	Augusta at Jamestown Management	Date:	May 18, 2026
Project Site:	Augusta at Jamestown	Proposal ID:	PROP-2026-0518

1. EXECUTIVE SUMMARY & SCOPE OF WORK

This proposal outlines the comprehensive scope of work for the removal, haul-away, structural installation, and security synchronization required at Augusta at Jamestown. Our team will provide all labor, heavy machinery, logistics, materials, and hardware necessary to successfully execute the replacement and upgrading of the community facilities outlined below. The objective of this project is to safely decommission old assets and deliver highly durable, secure enclosure solutions tailored exactly to the property's operational layout.

2. DETAILED LINE-ITEM SPECIFICATIONS

SERVICE CATEGORY	DETAILED WORK DESCRIPTION	COST
Demolition & Extraction	Controlled structural teardown, unanchoring, and extraction of existing framing, fencing, or barriers at the three designated target locations.	Included
Hauling & Environmental Logistics	Clearing site floor structures, full debris containment, loading, transportation, and proper ecological recycling/disposal fees for all old materials.	Included
Custom Fabrication & Structural Installation	Delivery, alignment, and secure concrete/anchor installation of 3 industrial-grade structural cages equipped with custom integrated structural swing gates.	Included
Commercial Security Integration	Supply and precise flush-fitting of commercial-grade high-security locking hardware systems across all 3 integrated gate locations.	Included
Total All-Inclusive Contract Balance Due:		\$27,000.00

3. PERFORMANCE MILESTONE & PAYMENT SCHEDULE

To preserve steady material flow and logistically guarantee milestone delivery times, the total contract price of \$27,000.00 will be distributed across three structured progress intervals:

1. Initial Mobilization Deposit (40%) - \$10,800.00

Due strictly upon execution of contract signing. Authorizes initial logistics, raw asset allocation, structural cage fabrication, and project schedule locks.

2. Phase I Completion Draw (40%) - \$10,800.00

Due immediately following complete extraction and hauling of legacy site materials, aligning with the delivery of new fabrications to the site.

3. Final Sign-Off Balance (20%) - \$5,400.00

Due upon complete installation of all 3 cages, functional balancing of the integrated gates, and hardware locking verification during final property walk-through.

4. STANDARD TERMS & CONDITIONS

- **Site Preparation:** The client will guarantee clear access pathways to the project footprint for machinery and delivery fleet access.
- **Workmanship Warranty:** Structural installation and anchoring configurations are backed by our full standard structural warranty against movement or defects.
- **Change Orders:** Any structural adjustments or additions outside this document's precise guidelines will require an executed, signed digital change order amendment.

5. FORMAL AUTHORIZATION & EXECUTION

By signing below, the authorized agent of Augusta at Jamestown accepts the scope of services, detailed payment structures, and legal terms established within this binding proposal document.

Authorized Client Representative Signature

Date: ____ / ____ / 2026

Contractor Authorized Officer Signature (AAAA Iron and Fabrications)

Date: ____ / ____ / 2026

Marilyn Newton

From: Valerie Murray
Sent: Tuesday, May 26, 2026 10:02 AM
To: Alphonza Williams; Marilyn Newton; Tonia Mason; Tameka Williams
Cc: Horace Green; Maria Rivera-Rivera; Marquel Wimbush; Myana Mahadi
Subject: Jamestown Community Center - SR# 640258
Attachments: SR# 640258 Q1.pdf; SR# 640258 Q2.pdf; SR# 640258 BIDS.pdf

Importance: High

Hello Alphonza,

Please see the attached quotes in response to SR #640258, for cages needed at Jamestown Community Center. As our department sent out three (3) bids, we only received the two attached quotes.

As this request exceeds \$1,000.00, the requesting department must provide a purchase order for the needed services and/or materials.

If you do not wish to proceed with this request, please respond with the request to cancel the SR #640258, otherwise please reply with a purchase order. If a response has not been received within 30 days, the service request will be closed. Please let us know if you have any questions.

Thank you,

Valerie

Valerie W Murray | Business Analyst - Interim
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(o) 706-432-5414
vmurray@augustaga.gov | www.augustaga.gov

Augusta
GEORGIA

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

Marquel Wimbush

From: Marquel Wimbush
Sent: Monday, May 18, 2026 1:25 PM
To: ccrawford@horizontaug.com
Subject: SR# 640258

The Central Services Department of Augusta Georgia is requesting bids from qualified vendors to install new cages for HVAC units with locks and tops at this location.

Location: Jamestown Community Center
3647 Karleen Road
Augusta, GA 30904

Site Contact: Marquel Wimbush
(706) 432-5335 Office
(762) 320-0930 Cell

Once completed, please forward the quote to my email address. In the event a quote is not received by May 21st, 2026, 1:00 p.m. The quote will be considered as no bid.

Warm Regards,

Marquel Wimbush
Central Services Department

Marquel Wimbush | Facilities Maintenance Supervisor
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5335 (cell) 762-320-0930
MWimbush@augustaga.gov | www.augustaga.gov

Augusta
G E O R G I A

Marquel Wimbush

From: Marquel Wimbush
Sent: Monday, May 18, 2026 1:23 PM
To: tdavis@coleman-construction.com
Subject: SR #640258

The Central Services Department of Augusta Georgia is requesting bids from qualified vendors to install new cages for HVAC units with locks and tops at this location.

Location: Jamestown Community Center
3647 Karleen Road
Augusta, GA 30904

Site Contact: Marquel Wimbush
(706) 432-5335 Office
(762) 320-0930 Cell

Once completed, please forward the quote to my email address. In the event a quote is not received by May 21st, 2026, 1:00 p.m. The quote will be considered as no bid.

Warm Regards,

Marquel Wimbush
Central Services Department

Marquel Wimbush | Facilities Maintenance Supervisor
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5335 (cell) 762-320-0930
MWimbush@augustaga.gov | www.augustaga.gov

Augusta
G E O R G I A

Marquel Wimbush

From: Marquel Wimbush
Sent: Monday, May 18, 2026 1:17 PM
To: Lenzell Ponder
Subject: SR# 640258

The Central Services Department of Augusta Georgia is requesting bids from qualified vendors to install new cages for HVAC units with locks and tops at this location.

Location: Jamestown Community Center
3647 Karleen Road
Augusta, GA 30904

Site Contact: Marquel Wimbush
(706) 432-5335 Office
(762) 320-0930 Cell

Once completed, please forward the quote to my email address. In the event a quote is not received by May 21st, 2026, 1:00 p.m. The quote will be considered as no bid.

Warm Regards,

Marquel Wimbush
Central Services Department

Marquel Wimbush | Facilities Maintenance Supervisor
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5335 (cell) 762-320-0930
MWimbush@augustaga.gov | www.augustaga.gov

Augusta
G E O R G I A

Marquel Wimbush

From: Marquel Wimbush
Sent: Monday, May 18, 2026 1:18 PM
To: bushbender@yahoo.com
Subject: SR# 640258

The Central Services Department of Augusta Georgia is requesting bids from qualified vendors to install new cages for HVAC units with locks and tops at this location.

Location: Jamestown Community Center
3647 Karleen Road
Augusta, GA 30904

Site Contact: Marquel Wimbush
(706) 432-5335 Office
(762) 320-0930 Cell

Once completed, please forward the quote to my email address. In the event a quote is not received by May 21st, 2026, 1:00 p.m. The quote will be considered as no bid.

Warm Regards,

Marquel Wimbush
Central Services Department

Marquel Wimbush | Facilities Maintenance Supervisor
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5335 (cell) 762-320-0930
MWimbush@augustaga.gov | www.augustaga.gov





Public Services Committee Meeting

July 28, 2026

Sand Hills Community Center

Department:	N/A
Presenter:	N/A
Caption:	Ms. Veronica Y. Bogans regarding Sand Hills Community Center in association with the Sand Hills Neighborhood Association.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

Commission/Committee: (Please check one and insert meeting date) July 28

☐ Commission	Date of Meeting <u>July 16th</u> Meeting
☐ Public Safety Committee	Date of Meeting _____
☒ Public Services Committee	Date of Meeting _____
☐ Administrative Services Committee	Date of Meeting _____
☐ Engineering Services Committee	Date of Meeting _____
☐ Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Veronica Y. Bogan S
 Address: 721 Weed St.
 Telephone Number: 706 294 2295
 Fax Number: _____
 E-Mail Address: Veronica.bogans1@yahoo.com

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

Sand Hills Community Center in association
with the Sand Hills Neighborhood Assoc. office.

Please send this request form to the following address:

Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building

535 Telfair Street
 Augusta, GA 30901

Telephone Number: 706-821-1820

Fax Number: 706-821-1838

E-Mail Address: lbonner@augustaga.gov
nmcfarley@augustaga.gov

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



Meeting Date: Public Services Committee Meeting 7/31/2026 01:00 PM

Planning and Development Budget Transfer Request – Senior Transportation Planner

Department:	Planning & Development
Presenter:	Adleasia Cameron, Director
Caption:	Approve the transfer of \$6,160.00 from operating to personnel budget accounts for the Planning and Development Department.
Background:	Planning & Development intends to request a retention salary adjustment of 10% for a critical position. This adjustment is within the Administrator's approval authority, per Section 500.106 of the Personnel Policies and Procedures Manual. However, the department does not have available unallocated personnel funds to support the increase. Transfers from operating to personnel budgets require Commission approval.
Analysis:	The requested budget amendment will support the retention of the Senior Transportation Planner, who plays a critical role in the completion of both long-range and short-range transportation planning initiatives. This position is also instrumental in providing customer service by responding to public inquiries, coordinating with community stakeholders, and working closely with elected officials. Additionally, the position is essential to maintaining the day-to-day operations of the Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO). It is important to note that this position is grant-reimbursable and generates revenue for the City of Augusta through funding provided by the Georgia Department of Transportation (GDOT) , the South Carolina Department of Transportation (SCDOT) , and the Federal Transit Administration (FTA) . As a result, the requested salary adjustment supports the retention of a position that is critical to the City's transportation planning responsibilities while continuing to leverage external funding sources. This adjustment will increase the annual salary from \$53,408.94 to \$58,749.84 , along with associated employer benefit costs.
Financial Impact:	Transfer of \$6,160.00 from operating to personnel accounts within Planning & Development's 2026 approved budget.
Alternatives:	Do not approve.
Recommendation:	Approve the transfer of \$6,160.00 from operating to personnel budget accounts for the Planning and Development Department.
Funds are available in the following accounts:	220016309-5316220 (Desktop Equipment Less than \$5,000)
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta, Georgia

Job Description for Transportation Planner

Item 7.

Approved Title: Planner, Senior
Working Job Title: Transportation Planner
Department: Planning & Development
Reports to: Strategic Planning Manager

Job Code: 61GE
Pay Grade: 20

FLSA Classification: Exempt
Date Revised: October 22, 2020
Original Date Prepared: May 6, 2016

Does the Position Have Direct Reports? Yes ☐ No ☒

If Yes, What is the Title of the Position that Reports to this Position: _____

Is this Position Safety Sensitive? Yes ☒ No ☐

GENERAL SUMMARY: The purpose of this classification is to complete a variety of work tasks in support of short and long range planning integral to the bi-state Metropolitan Planning Organization (MPO); the Augusta Regional Transportation Study (ARTS) has been designated as local MPO. The Planner, Senior (Transportation Planner) is responsible for supporting the regional transportation planning process by researching, collecting, and analyzing data; tracking changes in regional multimodal transportation land use; preparing reports on transportation projects/ issues; and working cooperatively with a variety of stakeholders. This classification is distinguished from Planner in that incumbents in this class handle the largest and most complex projects and have at least three years of experience as a Planner with an emphasis on transportation or geography.

KEY RESPONSIBILITIES AND PERFORMANCE STANDARDS

Percentages	TYPICAL CLASS ESSENTIAL DUTIES:
20%	Analyzes regional transportation systems and policies for the MPO; identifies and evaluates transportation issues, potential strategies, and measures required for federal and state funding. Researches, collects, analyzes and maintains data used in the regional transportation planning process and in all reports and documents of the ARTS. This includes all pertinent demographic, land use and environmental data, as well as information on all modes of transportation, i.e., highways/roads, public transportation, air, railroad, freight, and non-motorized transportation (bicycle and pedestrian).
25%	Assists in updates and maintains all major ARTS documents, such as the Metropolitan Transportation Plan, Transportation Improvement Program, Unified Planning Work Program, Congestion Management System and Public Involvement. Develop recommendations for multimodal transportation policies, Growth Trends Reports, performance-based planning, plans and projects for highways/roads, maintenance; assess management, traffic congestion, traffic safety, intermodal and freight movement, public transit, bike and pedestrian.
15%	Prepares technical memoranda, reports and GIS maps for use in a variety of forums, such as ARTS committee meetings, special events and other public meetings.
15%	Collaborates with applicable external agencies and partners to complete the work elements in the ARTS Unified Planning Work Program implementing federal metropolitan planning legislation.
15%	Interacts with federal, state and local officials, various stakeholder groups and the general public on topics and projects related to regional transportation planning and air quality. Provides project updates, makes presentations on relevant projects and provides other information as directed. Makes presentations on transportation projects and plans to citizens and governmental officials at all levels.
10%	Travel within the Central Savannah River Area to view and investigate the need for intermodal transportation initiatives, studies, and construction as well as transportation alternatives.
As Required	Performs related duties as required.

100% Total: 100% This section's percentage must total 100%

REQUIRED MINIMUM QUALIFICATIONS

Education: Bachelor's Degree in Urban Planning, Urban Design, GIS, Geography, Civil Engineering, Regional Planning, or related field (Master's Degree is preferred.)

Experience: Five (5) years in the planning field to include three (3) years of experience in Planning and Transportation.

Licensing/Certification: Possession of a valid driver's license with good driving history. If State license is other than Georgia or South Carolina, applicant must obtain a license in Georgia or South Carolina within 30 days of employment.

OTHER

Does this position require staff call up in an emergency situation? Yes ☐ No ☒

Augusta, Georgia

Job Description for Transportation Planner

Item 7.

Is travel from office to other locations required of this position? Yes ☒ No ☐

If yes, what is the percentage of travel involved? Less than 50%? Yes ☒ No ☐ More than 50%? Yes ☐ No ☐

PERFORMANCE APTITUDES

- **Data Utilization:** Requires the ability to evaluate, audit, deduce, and/or assess data using established criteria. Includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives.
- **Human Interaction:** Requires the ability to work with and apply principles of persuasion and/or influence over others to coordinate programs or activities of a project, and resolve typical problems associated with the responsibilities of the job.
- **Equipment:** Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.
- **Verbal:** Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.
- **Math:** Requires the ability to perform basic mathematical calculations to include decimals and percentages; may include ability to perform mathematical operations with fractions; may include ability to compute discount, interest, and ratios; may include ability to calculate surface areas, volumes, weights, and measures.
- **Functional Reasoning:** Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.
- **Situational Reasoning:** Requires the ability to exercise judgment, decisiveness and creativity in situations involving broader aspects of organizational programs and operations, moderately unstable situations, or the direction, control and planning of an entire program or set of programs.
- **Physical Abilities:** Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.
- **Sensory Requirements:** Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, odor, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.
- **Environmental Factors:** Essential functions are regularly performed without exposure to adverse environmental conditions.

FINANCIAL RESPONSIBILITY

Is this position involved in budgetary or financial responsibility? Yes ☐ No ☒

Please indicate size of financial responsibility in annual dollar amount: \$ _____

TRAINING & SUPERVISORY RESPONSIBILITY: How many people are being supervised or trained? One staff Yes ☐ No

☒ Two to five staff Yes ☐ No ☒ Six to ten staff Yes ☐ No ☒ More than ten staff Yes ☐ No ☒

The preceding job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to this job.

REVIEW/APPROVALS

Employee (Print Name)

Employee Signature

Date

Line or Staff Management

Date

Department Director

Date

Compensation & Benefits Manager

Date

Human Resources Director

Date



Public Services Committee Meeting

July 28, 2026

Draft Hookah Ordinance

Department:	N/A
Presenter:	N/A
Caption:	Review draft hookah ordinance (Requested by Commissioner Jordan Johnson)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Services Committee Meeting

July 28, 2026

Next Steps

Department:	N/A
Presenter:	N/A
Caption:	Gayla Keesee - Next Steps
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Agenda Item Request Form

Item 9.

- Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.
- Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.

Click [here](#) to view the full Commission and Committee Calendar.

Meeting Type *

- ☒ Commission
- ☐ Public Safety Committee
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee

Meeting Date *

8/4/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Gayla Keese

Address *

2837 Cornelia Rd

Telephone Number *

7064146515

Fax Number

Email Address *

csra.lvv@gmail.com

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

Next Steps?

Requests 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.

Meeting location:

Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date

7/23/2026 8:47 AM



Public Services Committee Meeting

July 28, 2026

The proposed data center

Department:	N/A
Presenter:	N/A
Caption:	Marynna Lindsey Kerce - the proposed data center.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Agenda Item Request Form

Item 10.

- Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.
- Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.

Click [here](#) to view the full Commission and Committee Calendar.

Meeting Type *

- ☐ Commission
- ☐ Public Safety Committee
- ☒ Public Services Committee
- ☐ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee

Meeting Date *

7/28/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Marynna Lindsey Kerce

Address *

211 Bon Air Drive, Augusta GA 30907

Telephone Number *

4048638900

Fax Number

Email Address *

marynna.lindsey.kerce@gmail.com

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

Data center budget

Requests 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.

Meeting location:

Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date

7/23/2026 8:40 AM



Public Services Committee Meeting

July 28, 2026

CSRA Augusta Veterans Day Parade

Department:	N/A
Presenter:	N/A
Caption:	Ms. Rebecca N. Shores - discuss the CSRA Augusta Veterans Day Parade.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Services Committee Meeting

July 28, 2026

AI

Department:	N/A
Presenter:	N/A
Caption:	Mr. Brian Green regarding Project 2883- AI money train - Wealth over Health
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Lena Bonner
Sent: Thursday, July 23, 2026 12:04 PM
To: 'Brian Green'
Subject: RE: [EXTERNAL] Permission to speak before the Public Service Committee

Importance: High

Good morning Mr. Green,

Just to reiterated, the Clerk's Office regularly consults with the General Counsel in light of the fact that we receive a number of requests to make sure they are in line with the approved process.

The General Counsel is also the Commission's Parliamentarian regarding issues pertaining to their Rules of Procedure.

Best regards,

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

From: Brian Green <briangreen2009@gmail.com>
Sent: Thursday, July 23, 2026 7:43 AM
To: Lena Bonner <lbonner@augustaga.gov>
Subject: [EXTERNAL] Permission to speak before the Public Service Committee

Hello Ms Bonner,

I am requesting to speak before the PSC- 07-28-26.

My topic will be(Project 2883).

I would also like to mention that the city Atty does not and should not have any authority over my right to free speech. If my individual requests are having to be scrutinized , by the city Atty, I would take that as discriminator y and unsettling.,,

[**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.]

Lena Bonner

From: Brian Green <briangreen2009@gmail.com>
Sent: Thursday, July 23, 2026 10:21 AM
To: Lena Bonner
Subject: [EXTERNAL] AI money train - Wealth over Health

[**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.]



Public Services Committee Meeting

July 14, 2026

Additional Funding Request

Department:	N/A
Presenter:	N/A
Caption:	Planning and Development Department is requesting approval for additional funding to the zoning ordinance update to include but not limited to two (2) additional public engagement meetings/workshops for input from all Commissioners, stakeholders, and the public, and the production of an Official Zoning Map and Future Land Use Map. This request also is to extend the period of performance to November - December 2026 with an addition not-to-exceed the amount of \$68,368 for the adoption of the new Zoning Ordinance through White & Smith, LLC. RFQ Item #24-142. A scope of work and roadmap is attached for your review and consideration.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

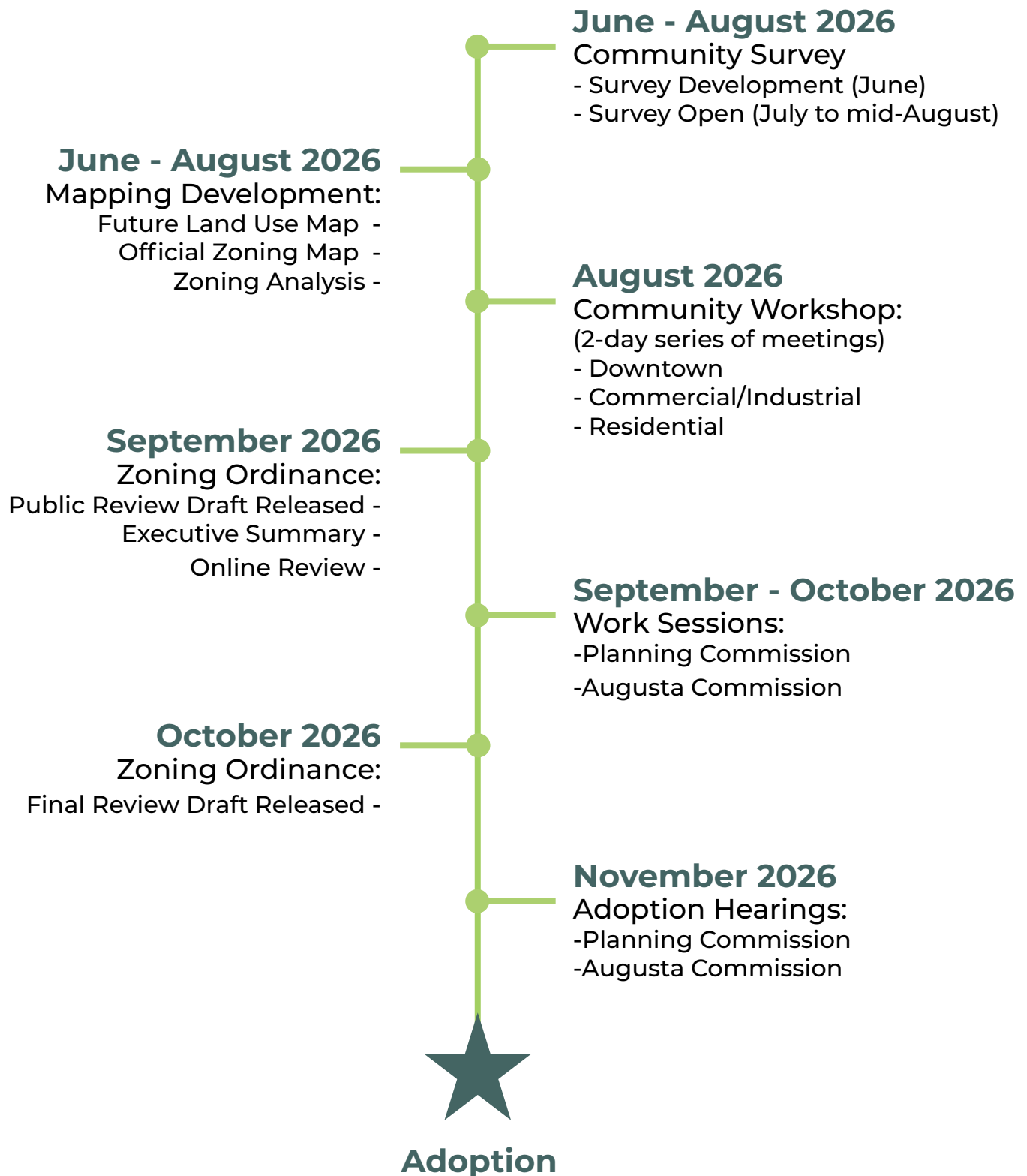
Augusta Budget Worksheet - Contract Amendment Proposal

Last Modified: June 4, 2026

Task	hourly rate	White & Smith						BENCHMARK		MHCB COLAB						Subtotals	
		Project Manager		Senior Planner		Supporting Staff		Principal		Principal		Director		Planner			
		M. White		J. Wallace		S. Scoopmire / C. Cameron		Vagn		Melissa Hege		Matt Hege		Jessica Perkel			
		\$210		\$145		\$100		\$150		\$250		\$205		\$80			
		Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees
1 Mapping																	
1.1 Future Land Use Map		0	\$0	2	\$290	0	\$0	24	\$3,600	0	\$0	0	\$0	0	\$0	26	\$3,890
1.2 Official Zoning Map Update		0	\$0	2	\$290	0	\$0	40	\$6,000	0	\$0	0	\$0	0	\$0	42	\$6,290
1.3 Land Use Analysis Maps		0	\$0	2	\$290	0	\$0	16	\$2,400	0	\$0	0	\$0	0	\$0	18	\$2,690
Subtotal		0	\$0	6	\$870	0	\$0	80	\$12,000	0	\$0	0	\$0	0	\$0	86	\$12,870
2 Community Engagement																	
2.1 Community Engagement Survey		0	\$0	2	\$290	0	\$0	0	\$0	16	\$4,000	6	\$1,230	10	\$800	34	\$6,320
2.2 Public Workshops		4	\$840	16	\$2,320	24	\$2,400	0	\$0	46.5	\$11,625	40.5	\$8,303	30	\$2,400	161	\$27,888
(In-Person, 2-days, Series of meetings; format TBD)																	
Subtotal		4	\$840	18	\$2,610	24	\$2,400	0	\$0	63	\$15,625	47	\$9,533	40	\$3,200	195	\$34,208
3 Zoning Ordinance Revisions																	
3.1 Drafting - Zoning District & Uses		4	\$840	16	\$2,320	16	\$1,600	0	\$0	0	\$0	0	\$0	0	\$0	36	\$4,760
3.2 Drafting - Development Standards		4	\$840	16	\$2,320	16	\$1,600	0	\$0	0	\$0	0	\$0	0	\$0	36	\$4,760
3.3 Drafting - Administration & Procedures		4	\$840	16	\$2,320	16	\$1,600	0	\$0	0	\$0	0	\$0	0	\$0	36	\$4,760
Subtotal		12	\$2,520	48	\$6,960	48	\$4,800	0	\$0	0	\$0	0	\$0	0	\$0	108	\$14,280
4 Adoption Support																	
4.1 Planning Commission & Augusta Commission Work Session		12	\$2,520	24	\$3,480	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$6,000
Subtotal		12	\$2,520	24	\$3,480	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$6,000
5 Project Management / Expenses																	
5.1 Management & Coordination (1.5% of Project Cost)			\$88		\$209		\$108		\$180		\$234		\$143		\$48		\$1,010
Subtotal		0	\$88	0	\$209	0	\$108	0	\$180	0	\$234	0	\$143	0	\$48	0	\$1,010
Total Costs		28	\$5,968	96	\$14,129	72	\$7,308	80	\$12,180	63	\$15,859	47	\$9,675	40	\$3,248	425	\$68,368
% of total hours		6.59%	8.73%	22.59%	20.67%	16.94%	10.69%	18.82%	17.82%	14.71%	23.20%	10.94%	14.15%	9.41%	4.75%	100%	100%

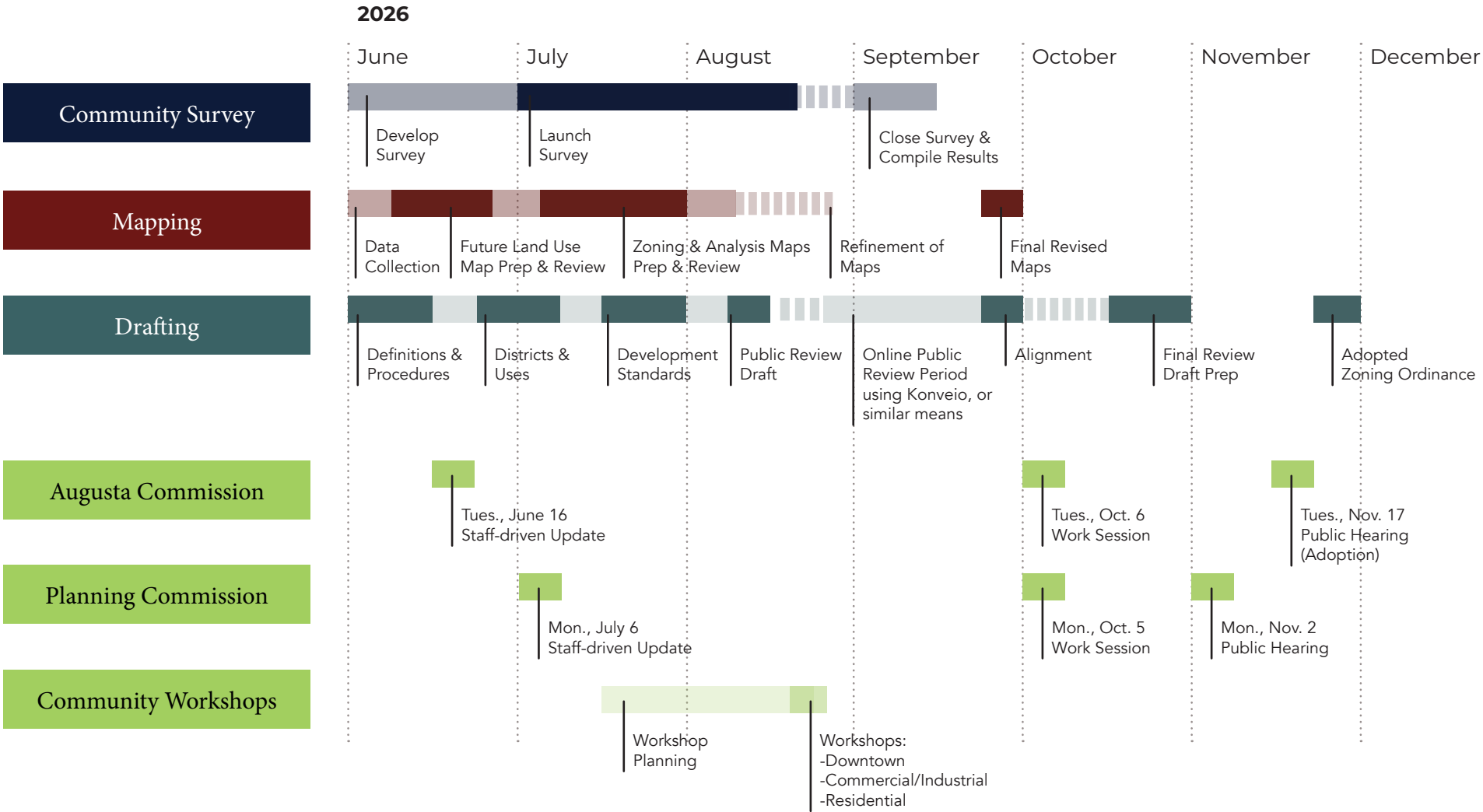
Augusta Zoning Ordinance Rewrite

Adoption Roadmap



Augusta Zoning Ordinance Rewrite

Adoption Roadmap





DEVELOPMENT REVIEW TRENDS REPORT

The purpose of this report is to evaluate whether the draft Zoning Ordinance responds to the recurring issues, development trends, and regulatory challenges most frequently encountered during Augusta's development review process.

To prepare this diagnostic, the project team reviewed meeting minutes, agendas, and staff report from the Augusta Commission, Planning Commission, Board of Zoning Appeals, and Historic Preservation Commission between 2021 and 2025. Recurring themes were identified based on the frequency of appearance, amount of board and commission discussion, number of requests associated with the issue, and the potential for zoning regulations to address or reduce future conflicts.

The following pages summarize the most common issues raised during development review and identify corresponding provisions in the draft Zoning Ordinance intended to address, mitigate, or reduce the frequency of these concerns. While not all issues can be resolved through zoning regulations alone, this diagnostic serves as a tool to evaluate how the draft ordinance supports more predictable, consistent, and effective land use decision-making.

Prepared By:

Augusta Commission Trends (2023-2025)

Theme	Recurring Issues	Zoning Ordinance Strategies
Housing Diversity and Residential Development	Balancing housing choice, affordability, and neighborhood expectations	- The Zoning Ordinance expands the types of housing options to include missing middle housing types, and includes new definitions for duplex, triplex, quadplex, cottage court, townhouse, tiny house, and low-rise residential buildings. - New Middle Neighborhood District and Neighborhood Residential District are introduced to facilitate rezoning process to include broader range of housing types. - New Residential Infill incentives encourage redevelopment in established neighborhoods. - New Building Design standards encourage context-sensitive design for residential buildings.
Neighborhood Compatibility and Character	Managing transitions between new development and established neighborhoods	- Enhanced buffer standards strengthen screening between incompatible uses and intensities. - New transition standards require a transition plan for nonresidential and mixed-use developments within 200 feet of a residential district or use.
Development Review Process and Regulatory Transparency	Improving predictability, clarity, and efficiency of development approvals	- All procedures are consolidated into a single Article in the Zoning Ordinance. - Approval procedures and decisions criteria are outlined with a flow chart that depicts the approval pathways.
Commercial and Industrial Expansion	Accommodating economic growth while minimizing land use conflicts	- New transition standards and enhanced buffer standards offer to add protection between incompatible uses and intensities. - New Adaptive Reuse section incentives reuse of existing buildings by relaxing zoning requirements. - New Transit-Oriented Development Overlay implements transportation priorities identified in Envision Augusta to support walkability and multimodal transportation options, increase housing along public transit corridors, and relax zoning requirements in exchange for public transit provisions.
Historic Preservation and Cultural Resources	Balancing preservation objectives with property owner flexibility	- New cross-references are added to the Zoning Ordinance to clarify preservation review procedures. - Administrative Adjustments up to 20% could help development review approvals. - New Adaptive Reuse section incentives reuse of existing buildings by relaxing zoning requirements.
Emerging Land Uses and Land Uses in Need of Modernization	Managing location, intensity, and operational impacts of emerging and potentially impactful land uses.	- New standards have been added for data centers. - New standards have been added for short-term rentals. - Lodging uses have been streamlined and updated for modern terminology. - New Corner Store use added that prohibits: alcohol and tobacco sales; drive-through facilities; gas stations; tattoo establishments. 1,000 to 1,200-foot separation requirement established for certain uses that mitigates proliferation of uses having detrimental impacts to surrounding neighborhoods. - Updated use regulations to conform to state requirements.

Augusta Commission Trends (continued)

Theme	Recurring Issues	Zoning Ordinance Strategies
Infrastructure Capacity and Growth Management	Coordinating development with public infrastructure capacity	- New Administrative Adjustment provision allows a 12% adjustment in minimum lot size reduction for underground utilities. - Utilities are allowed to occur in required open space (with proper approvals). - Townhouse Developments may be developed using 3 available options: 1] comply with minimum front yard setback; 2] Increased front yard setback where utility easement occurs; or 3] reduced front yard setback where rear-loaded parking is provided
Blight, Property Maintenance, and Redevelopment	Encouraging reinvestment while addressing nuisance properties	- New Adaptive Reuse section incentives reuse of existing buildings by relaxing zoning requirements. - New Residential Infill incentives encourage redevelopment in established neighborhoods. - Nonconformity section has been updated to include provisions addressing lots, buildings, uses, sites, and signs. - The Zoning Ordinance could include stronger enforcement provisions to address deferred maintenance and unsafe conditions.

Planning Commission Trends (2021-2023)

Theme	Recurring Issues	Zoning Ordinance Strategies
Housing Variety, Density, and Compatibility	- Concerns regarding compatibility of townhouses and multifamily housing adjacent to single-family neighborhoods - Debates over appropriate density, lot sizes, and housing intensity - Questions about transitions between attached and detached housing types - Requests for greater housing diversity while maintaining neighborhood character	- New Building Design and Transition/Buffer sections include provisions that address townhouse and multifamily residential buildings. - New residential zoning districts (namely, Middle Neighborhood and Neighborhood Residential) allow for greater density, variation in lot size, and compact configurations. Building Design section applies to missing middle housing types. - Enhanced Buffer Yard section includes new buffer yard types required between land uses.
Transportation, Access, and Connectivity	- Concerns about traffic impacts generated by new development - Need for traffic studies and roadway improvements as part of project approvals - Incomplete sidewalk and street network connectivity	These concerns are predominantly addressed through the Subdivision Ordinance; however, the Traffic Impact Analysis Section includes requirements regarding traffic analysis for certain development applications.
Buffers, Screening, and Transitions	- Requests for greater separation between differing land uses and development intensities - Concerns about privacy, lighting, noise, and visual impacts - Preservation of existing trees as neighborhood transitions	- New Transitions section requires a transition plan as part of site plan review to demonstrate how new development relates to adjacent residential areas through enhanced screening, buffering, building scale, design measures, and performance standards. - Enhanced Buffer Yard section includes new buffer yard types required between land uses.
Open Space & Amenities	- Community expectation that new development provide meaningful amenities and gather spaces - Desire for parks, trails, dog parks, pools, and recreation facilities - Perception that projects with amenities provide greater community benefit	New Open Space section establishes minimum requirements for open space for major subdivisions, multifamily uses, mixed-use developments that include residential use, and Planned Development Districts. The amount of required open space is scaled to the intensity of each zoning district, and the standards include open space types that distinguish between natural open space versus amenity areas.
Parking & Site Design	- Concerns with parking shortages and spillover parking - Difficulty accommodating guest parking in townhouse developments - Conflicts between parking requirements and desired development form	- New Residential Guest Parking Requirements have been added for all residential uses. - New Alternative Parking Plan, Remote Parking, Shared Parking. - For Townhouse Developments, applicants now have options to develop either with rear-loaded parking from the alley/private drive or front-loaded parking.
Commercial Corridor Redevelopment	- Uncertainty regarding where commercial expansion should occur, particularly along Washington Rd.; Milledgeville Rd.; Claussen Rd.; Windsor Spring Rd. - Concerns about commercial encroachment into residential areas - Questions regarding redevelopment intensity along major corridors - Need for predictable transitions between commercial and residential uses	- New Future Land Use Map and Official Zoning Map will serve as a tool for rezoning decision-making. - New Transitions section requires a transition plan as part of site plan review to demonstrate how new development relates to adjacent residential areas through enhanced screening, buffering, building scale, design measures, and performance standards. - Enhanced Buffer Yard section includes new buffer yard types required between land uses.

Planning Commission Trends (continued)

Theme	Recurring Issues	Zoning Ordinance Strategies
Building Appearance	• Requests for higher-quality building materials and architectural design • Concerns regarding facade articulation and visual character • Desire for development that complements surrounding neighborhoods • Evaluation of project appearance often occurs through rezoning conditions rather than ordinance standards	• Proposed Building Design section adds clear and consistent expectations for higher intensity residential developments including duplex, triplex, quadplex, townhouse, low-rise, mid-rise, and high-rise residential buildings including materials, variation in wall plane, and orientation of buildings.
Neighborhood Engagement & Public Participation	• Concerns that neighborhoods are not engaged early enough in the process • Requests for additional outreach and community meetings • Petitions and organized neighborhood opposition • Frequent continuances to allow additional stakeholder engagement	• Proposed Neighborhood & Community Organization Registry allows voluntary registry of neighborhood associations and community organizations to facilitate communication and notification regarding zoning applications. • Proposed Citizen Participation Plan (CCP) encourages early communication between applicants and surrounding neighborhoods prior to the submission of certain development applications (PDs; SUPs; and applications determined by Director to have potential community impacts)
Administrative Review and Coordination	• Utility, easement, and infrastructure coordination challenges • Amendments to previously approved PUDs and zoning conditions • Requests for clarification of development commitments • Interpretation of site plans and development assumptions during rezoning review	• Revised Minimum Lot Reduction for Underground Utilities (previously 2%, now 10%) to be coordinated and approved by utility company and Planning Director • New Minor Modification of Final Site or Development Plan added • New criteria added to Planned Development to aid rezoning review

Board of Zoning Appeals Trends (2021-2023)

Theme	Recurring Issues	Zoning Ordinance Strategies
Accessory Structure Dimensional Requirements	- Accessory building size limits do not reflect lot size or property context - Difficulty meeting setback requirements for detached garages, workshops, and outbuildings - Restrictions on utility connections and placement of accessory structures	The Accessory Buildings and Structures section has been updated to include: - Allowing accessory buildings/structures to occur By Right versus a Conditional Use. - New minimum setback requirements for accessory structures that align with the Building Code. - New criteria and considerations for administrative adjustments for setback adjustments for accessory structures
Irregular Lot Configurations	- Irregular shaped lots make it difficult to adhere to setback requirements - Double- and triple-frontage lots are subject to multiple front-yard setbacks	- New provision addresses non-uniform front yard setbacks - Clearer guidance for setback standards on irregularly shaped lots - Administrative adjustments for narrow, shallow, or irregular lots - Acknowledge reduced Secondary Frontage yards for double- and triple-frontage lots
Corner Lot Requirements	- Secondary street frontages function like side yards but are regulated as front yards - Corner lot setback requirements reduce flexibility for additions, garages, and accessory structures	The draft currently states “corner lots having two street frontages shall have two front yards.” It is recommended that corner lots designate a Primary and Secondary Street Frontage based on the street address. Secondary Street Frontage yard may be reduced up to 50% of the Primary Street Frontage.
Historic Property Relief	- Historic buildings were constructed prior to modern zoning standards - Existing structures occupy nonconforming locations on the lot - Preservation goals limit the ability to relocate or reconfigure buildings - Modest additions frequently require relief due to existing nonconformities - Legacy lot patterns, such as narrow urban lots, predate the current zoning standards and make it difficult to adhere to modern setback requirements	A new Neighborhood Residential (NR) District has been added to the Zoning Ordinance to serve Augusta’s in-town neighborhoods initially developed during the late 19th and early 20th centuries. Additionally, new Residential Infill section applies to historic neighborhoods which provide relief. However, the draft dimensional requirements are still in conflict with existing conditions and require further review for added flexibility. Some options include: - Remove zoning restrictions for these areas since they pre-date zoning and have historic commission review; - Increase flexibility with alternative setback measures for NR District to reflect existing conditions (e.g., context-based versus strict dimensional requirements). - Increase administrative adjustments for historic properties up to 20%. - Add “preservation of a designated historic resource” as a unique site condition criteria when evaluating requests for dimensional relief. - Enhance nonconformity provisions to directly address buildings and structures in historic neighborhoods (e.g., allow increases of nonconforming structures in historic neighborhoods) - Acknowledge historic lot-of-record; small/narrow lots as existing conditions that are permitted to redevelop.
Nonconforming Structures, Lots, and Uses	- Existing nonconforming structures are difficult to expand, modernize, or improve - Property owners seek reinvestment opportunities without increasing nonconformities - Redevelopment of legacy commercial and residential sites often requires dimensional relief	Nonconformity section has been revised to include: - Exemption for lots preceding the Zoning Ordinance - Relief in the form of proportionate setbacks for nonconforming lots, up to 20% deviation - Continuance of nonconforming lot size provision that allow a principal structure, accessory structure, or building addition - Expansions of a nonconforming building/structure up to 20% of the existing building footprint

Board of Zoning Appeals Trends (continued)

Theme	Recurring Issues	Zoning Ordinance Strategies
Home Occupations	- Home occupation standards do not align with contemporary business practices - Questions regarding customer visits, deliveries, and accessory structure use - Balancing neighborhood compatibility with small business flexibility	Home-based Occupations section has been revised to include: - Type 1 (HBOs of little to no impact permitted with a Zoning Compliance Permit) and Type II (HBOs of greater impact requiring a Special Exception Permit). - Clear limits on number of employees, maximum size, outward appearance, and parking/traffic.
Sign Regulations	- Visibility constraints on commercial properties - Existing sign standards do not reflect redevelopment conditions or site geometry - Requests for relief from sign area, height, and placement requirements	The Sign regulations have been significantly revised. Major changes include: - Standards are broken up into residential districts and mixed-use/commercial districts to allow signs of appropriate scale and features that relate to context. - New sign area, height, and placement standards have been adjusted based on context/district.
Fence and Wall Standards	- Privacy and security needs conflict with fence height and location standards - Visibility and sight-distance concerns - Request for fencing associated with residential, multifamily, and commercial properties	This was not identified as a priority early on the process. However, some ways in which the Zoning Ordinance can address these issues include: - Context-sensitive fence height standards by yard type, zoning district, use type, and/or adjacent land use. - Establish separate standards for Primary/Secondary street frontages on corner lots. - Expand administrative review and approval of minor deviations (up to 10%).

Historic Preservation Commission Trends (2021-2023)

Many historic preservation issues are governed by the Historic Preservation Ordinance and Historic Preservation Overlay Design Standards; however, the Zoning Ordinance can improve flexibility and reduce conflicts through coordinated dimensional, parking, and nonconformity standards.

Theme	Recurring Issues	Zoning Ordinance Strategies
Additions, Accessory Structures, and Expansion of Historic Properties	Dimensional standards (setbacks and lot coverage) constrain compatible reinvestment in historic properties	- The draft Zoning Ordinance establishes a new zoning district for historic neighborhoods called the Neighborhood Residential District. - A new Residential Infill section relaxes lot dimension and setback requirements and exempts historic properties from density and lot coverage requirements. - Nonconformities section includes a provision that allows expansion of nonconforming building or structure up to 20% of the existing footprint area. - The Zoning Ordinance could allow Administrative Adjustment up to 20% for historic properties to assist with reinvestment of historic properties.
Parking, Driveways, and Site Access on Historic Properties	Modern parking requirements conflict with historic development patterns	- Residential Infill section reduces parking requirements in historic areas by one parking space. - However, the Zoning Ordinance could waive parking requirements for historic structures and adaptive reuse projects.
Demolition by Neglect	Property maintenance and enforcement challenges threaten historic resources	This was not identified as a priority earlier on in the process; however, the Zoning Ordinance could include provisions in the Enforcement section that addresses maintenance standards for historic structure, with timelines for corrective action.



Public Services Committee Meeting

July 28, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the July 14, 2026 Public Services Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



PUBLIC SERVICES COMMITTEE MINUTES

Commission Chamber

Tuesday, July 14, 2026

1:00 PM

PRESENT:

Commissioner Catherine Rice, Chair
Commissioner Tony Lewis, Member
Commissioner Tina Slendak, Member
Mayor Garnett Johnson
Commissioner Stacy Pulliam
Commissioner Lonnie Wimberly

ABSENT:

Commissioner Francine Scott, Member

1. Augusta Regional Airport (AGS) – Approve Work Authorization #24 for Mead and Hunt to provide Construction Administration and Construction Observation (CA/CO) services for the construction of Terminal Security Camera Upgrades in the amount of \$164,069.74. This item was approved by the Augusta Aviation Commission 06/25/26. (25-158C)

Motion to approve

Motion made by Slendak and seconded by Lewis

Motion carried 3-0

2. Augusta Regional Airport (AGS) - Approve the Construction Contract to NetPlanner Systems, Inc. in the amount of \$1,556,877.35 for the Security Camera Improvement project. This item was approved by the Augusta Aviation Commission 06/25/26 (ITB #26-150). The recommendation of award for this contract was approved by the Augusta Commission for May 21, 2026, item #23 (ITB 26-150).

Motion to approve

Motion made by Slendak and seconded by Lewis

Motion carried 3-0

3. Augusta Regional Airport (AGS) - Approve Work Authorization # 25 for Mead & Hunt to provide professional design Feasibility Study support for the development of a new Aircraft Rescue and Firefighting (ARFF) facility at the Augusta Regional Airport in the amount of \$55,176.50. This item was approved by the Augusta Aviation Commission 06/25/26. (RFP 25-156)

Motion to approve

Motion made by Slendak and seconded by Lewis

Motion carried 3-0

4. A.N. 26-27 – New Location: Shameka Jacobs is the applicant for 127 Taste LLC, requesting **Consumption on Premise Liquor, Beer, Wine, and Sunday Sales**. This is located at 127 Laney Walker Blvd Ext, Augusta GA 30901. District 1, Super District 9

Motion to approve

Motion made by Slendak and seconded by Lewis

Motion carried 3-0 (no objectors)

5. A.N. 26-35 – Existing location, new ownership: Melissa Winter is the applicant for Lounging Around LLC, requesting Consumption on Premise Liquor, Beer, Wine, and Sunday Sales. This is located at 2706 Gordon Highway, Augusta GA 30909. District 4, Super District 9

Motion to approve

Motion made by Lewis and seconded by Slendak

Motion carried 3-0 (no objectors)

6. M.N 26-06: A request by David Whitters II for Massage Operator's License to be used in connection with Oasis Massage & Spa located at 3351 Wrightsboro Road Ste 101. District 5, Super District 9.

Deferred to next Committee Meeting without objection.

7. Motion to approve the selection of JHC Corporation as the vendor for Bid Item# 26-161, Construction Services for May Park Improvements, in the amount of \$3,521,680, and Bid Item# 26-162, Construction Services for Boykin Road Park Improvements, in the amount of \$2,456,857; to approve associated SPLOST 7 allocations; and to authorize the mayor to execute the contracts and all related documents.

Motion to delete

Motion made by Slendak and seconded by Lewis

Motion carried 3-0

8. Planning and Development Department is requesting approval for additional funding to the zoning ordinance update to include but not limited to two (2) additional public engagement meetings/workshops for input from all Commissioners, stakeholders, and the public, and the production of an Official Zoning Map and Future Land Use Map. This request also is to extend the period of performance to November - December 2026 with an addition not-to-exceed the amount of \$68,368 for the adoption of the new Zoning Ordinance through White & Smith, LLC. RFQ Item #24-142. A scope of work and roadmap is attached for your review and consideration.

Motion to approve**Motion made by Slendak and seconded by Lewis****Motion carried 3-0**

9. Commission to discuss and consider amending the Comprehensive Zoning Ordinance of Augusta, Georgia to establish land use regulation criteria pertaining to data centers. Planning and Development is requesting approval of the regulations.

It was the consensus of the Committee to forward this matter to the full Commission without objection.

10. **Ms. Patricia Geter** -The Health & Financial Impact of Data Center Placement In Residential Spaces where wetlands reside.

Ms. Geter did not appear.

11. **Ms. Zakiya Mabery** - From Rezoning to Reality: Lessons Learned from the Eisenhower Data Center Process.

Presentation made accordingly.

12. **Receive** an update from the Administrator's Office regarding funding for right-of-way and vacant lot clean-up. **(Requested by Commissioner Stacy Pulliam)**

Deleted from the agenda without objections

13. **Dr. Melissa DeVelvis** regarding the placement of a state historic marker at May Park.

Motion to approve

Motion made by Lewis and seconded by Slendak

Motion carried 3-0

14. **Dr. Gayla Keesee** relative to suggestive changes and amendments to strengthen the Draft Data Center Zoning Ordinance.

Presentation made accordingly

15. Mr. Frank G. Howard regarding the Phalonda Yvette Howard Project Improvement to Diamond Lake Park.

Mr. Howard did not appear.

16. Motion to approve the minutes of the June 23, 2026 Public Services Committee Meeting.

Motion to approve

Motion made by Slendak and seconded by Lewis

Motion carried 3-0

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Public Safety Committee Meeting

Meeting Date: 7/28/26

Juvenile Court Special Exception Application Planning and Development

Department:	Juvenile Court
Presenter:	Nolan Martin
Caption:	Motion to approve a Special Exception to the Light Industrial Zoning for the Juvenile Justice Center formerly approved for Craig-Houghton Elementary School.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

SPECIAL EXCEPTION APPLICATION



Department of Planning and Development

Planning Division

535 Telfair Street, Suite 300

Augusta, GA. 30901

706.821.1796

Only Completed Applications will be accepted



Special Exception Application

An application to amend the official Zoning Map of Augusta, GA.

Application Date: _____

Applicant Information		Owner Information	
Name: <u>Nolan Martin</u>	Name: <u>Augusta Richmond Co.</u>		
Address: <u>735 James Brown #2200</u>	Address: <u>535 Telfair Street</u>		
City: <u>Augusta</u>	City: <u>Augusta</u>		
State: <u>GA</u> Zip: <u>30901</u>	State: <u>GA</u> Zip: <u>30901</u>		
Phone: <u>706 821-2387</u>	Phone: <u>706 826 4790</u>		
Contact Person: <u>Nolan Martin</u> Phone: <u>706 821 2387</u>			
Contact's e-mail: <u>nmartin@augustaga.gov</u>			

I hereby request a Special Exception for the purpose of: Juvenile Justice Center
 With the full acknowledgement that this exception is for the specified use only and cannot be changed without additional hearings before the Augusta Planning Commission and Augusta Commission.

Applicant is the: ☒ Owner ☐ Petitioner ☐ Contractor ☐ Purchaser ☐ Other

Property Address: <u>1001 Fourth Street, Augusta GA 30901</u>
Present zoning: <u>Light Industry (LI)</u>
Map/ Parcel #: <u>060-1-036-00-0</u>
Proposed Development: <u>Augusta Juvenile Justice Center</u>

I certify that I am the legal owner of the property for which this application is being made and that I have identified all individuals and business entities having an ownership interest in the real property in question in the space below.

Owner's Signature: Augusta Richmond County Date: 07/10/2026

Petitioner's Signature: Alfred Williams Jr Date: 07/10/2026

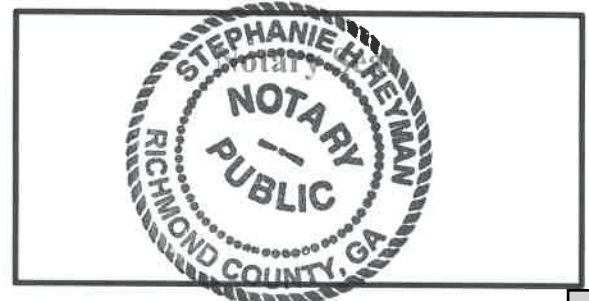
Subscribed and affirmed before me in the county of Richmond, State of Georgia,

this 10th day of July, 20 26.

Stephanie H Heyman
 (Notary's official signature)

Notary Public, Richmond County, Georgia
 My Commission Expires March 27, 2027

(Commission Expiration)





Standards Governing the Exercise of the Zoning Power

The following standards are used by staff to determine whether a proposed Special Exception will:

- a) Will permit a use that is suitable in view of the use and development of adjacent and nearby property;
- b) Adversely affect the existing use or usability of adjacent or nearby property;
- c) Will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;
- d) Be in conformity with the policy and intent of the Comprehensive Land Use Plan:

Section 26-1 describes additional requirements specific to the proposed use considered for the Special Exception. Other considerations include by are not limited to:

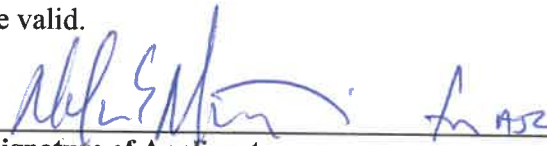
Whether the property to be affected by a proposed exception has reasonable economic use as currently zoned;

Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed exception.

**In order to make an application to the Planning Commission you must submit the following:
Completed application including all supporting documentation listed in this packet.**

1. The following fees made payable to Augusta Planning and Development Department: \$800.00
2. If you are not the property owner, you must attach a signed statement of consent from the property owner.
3. The Planning Commission meets on the first Monday of each month at 3:00 p.m. unless otherwise advertised due to a holiday. The calendar dates for said meetings are included in this application packet.
4. The Planning Commission is a recommending body and their decision is forwarded to the Augusta Commission for a final decision. The Augusta Commission meets on the third Tuesday of each month at 2:00 p.m. unless otherwise advertised.

Any use, other than churches or church related activities approved under 26-1 (A), established as a result of a Special Exception granted per Subsection 26-1 must be initiated within six (6) months of the granting, or the Special Exception shall no longer be valid. Special Exceptions for churches or church related activities granted per 26-1 shall initiate a use within five (5) years of the granting, or the Special Exception shall no longer be valid. The initiation of a use is established by the issuance of a valid business license by the Planning and Development Department or by other reasonable proof of the establishment of vested rights. If a Special Exception is granted and the use is initiated but later ceases to operate for a period of one (1) year, then the Special Exception shall no longer be valid.


 Signature of Applicant 07/10/2024
 Date
 Nelson E. Martel for Augusta Judicial Circuit
 Print Name and Title



Disclosure of Campaign Contributions

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating **\$250.00** or more to a local government official who will consider this application.

☐ Yes ☒ No

Applicant's Name: Nolan E. Martin

Name and Official position of Government official	Contributions made: (List all which aggregate to \$250 or more)	Date Contribution was Made: (in the last two years)

If necessary, attach additional sheets to disclose or describe all contributions.

Rezoning and Special Exception Checklist

The following is a checklist of information required for submission of a Rezoning application. The Planning and Development Department on behalf of the Planning Commission reserves the right to reject any incomplete applications.

A pre-application meeting is required preceding submission of this application for an application to be deemed complete – call 706-821-1796

☐ Pre-Application Meeting

☒ Application Form

☒ Deed (Legal Description)

☒ Prepared Boundary Survey

☐ (4) Four Site Plans or concept plans 24" x 36" to scale
Requests involving a single family lot must provide a 11" x 17" scale plan
* Note: Additional site plan requirements may be deemed necessary

☐ Letter of Intent

☒ Conflict of Interest Certification / Campaign Contributions

☐ Application Fee – payable to Augusta Planning and Development Department *ARC - waived*

☐ Photographs

☐ Community Meeting (Strongly Recommended)

N/A ☐ Located within local Historic Preservation District (Summerville, Downtown or Olde Town)

Additional Exhibits that may be required (as necessary):

☐ Traffic Study

☐ Review Form for Development of Regional Impact

Signature of Staff Member accepting application: _____

D: DEED B: 1766 P: 1060 Doc #: 2021005728 WD
 02/22/2021 03:30:28 PM Total Pages: 3
 Recording Fee: \$ 0.00
 Transfer Tax: \$0.00
 Hattie Holmes Sullivan, Clerk of Court, Augusta-Richmond County

After recording please return to:
 Fletcher, Harley & Fletcher, LLP
 3529 Walton Way Extension
 Augusta, GA 30909

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of the 9th day of February, 2021, by and between the COUNTY BOARD OF EDUCATION OF RICHMOND COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "Grantor"), and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alienate, convey and confirm unto said Grantee, all that tract or parcel of land lying and being located in Richmond County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"); and subject to the reservations of easements as hereinafter set forth.

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above-described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor but not otherwise.

D: DEED B: 1766 P: 1061 02/22/2021 03:30 PM
Doc # 2021005728 Page 2 of 3

IN WITNESS WHEREOF, Grantor has executed and sealed this Limited Warranty Deed on the day and year first above written.

GRANTOR

Signed, sealed and delivered this 9th day of February, 2021, in the presence of:

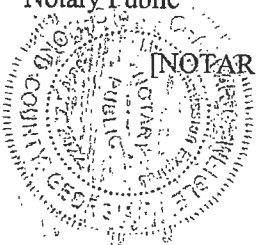
COUNTY BOARD OF EDUCATION OF
RICHMOND COUNTY

[Signature]
Unofficial Witness

By: [Signature] (L.S.)
As its President

[Signature]
Notary Public

Attest: [Signature] (L.S.)
As its Secretary



[SEAL]

STATE OF GEORGIA

COUNTY OF RICHMOND

ACCEPTANCE BY AUGUSTA, GEORGIA

Augusta, Georgia, hereby accepts the herewith and foregoing conveyance by the County Board of Education of Richmond County through said Limited Warranty Deed.

This 11th day of February, 2021.

AUGUSTA, GEORGIA

By: [Signature]
As its: Mayor

Attest: [Signature]
As its: Clerk

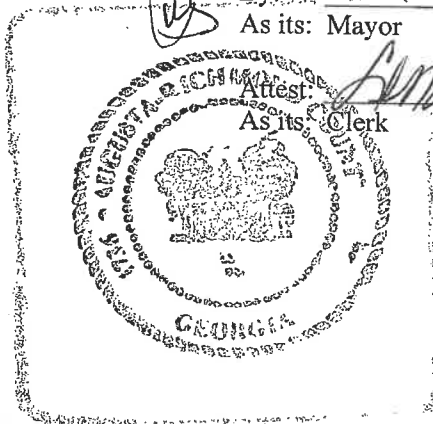


EXHIBIT "A"

Legal Description

ALL that lot and parcel of land, situate, lying and being in Augusta, Richmond County, Georgia, fronting on Fourth Street 333.2 feet; said property is Bounded on the North by Hale Street; on the East by Fourth Street; on the South by Walton Street; and, on the West by property now or formerly of SMP Hospitality LLC. For a more accurate description as to metes, bounds, bearing and distances a plat prepared by the M.W. Hall Company in August, 1950, recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia at Realty Book 17-Y, Page 125, and a plat prepared by M.P. Phillips, C.E., dated June, 1962, recorded in aforesaid Clerk's Office in Realty Book 28-Z, Page 547 are by reference incorporated herein and made a part hereof.

THIS being the same property known as 1001 Fourth Street under the present system of street numbering in Augusta, Richmond County, Georgia.

THIS being the same property conveyed to the County Board of Education of Richmond County by deeds recorded in the aforesaid Clerk's Office as follows: Realty Book 28-Z, Page 545; Realty Book 17-W, Page 193; Realty Book 17-y, Page 194; Realty Book 17-Y, Page 128; Realty Book 17-Y, Page 138; Realty Book 17-Y, Page 156; Realty Book 17-Y, Page 206; Realty Book 17-Y, Page 218; Realty Book 17-W, Page 528; Realty Book 17-X, Page 334; Realty Book 17-Y, Page 76; and Realty Book 17-W, Page 556.

Tax Map and Parcel No.: 060-1-036-00-0.