

ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber Tuesday, March 11, 2025 1:05 PM

#### **ENGINEERING SERVICES**

- 1. Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase 2.
- 2. Approve supplement funding (supplement 4) in amount not to exceed \$15.0 million for Hurricane Helene Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund fund-balance to fund these services. AE/ 24-915
- 3. Approve supplement funding (supplement 5) in amount not to exceed \$3.728 million for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916
- 4. Approve the extension of the existing 2024 MOU with Augusta University and the signing of the 2025 MOU for an internship program centered around environmental and smart city sensors and programs.
- 5. Approve Vacant Lot Program Fee Charge Updated Rate Structure, depicted as attached Exhibit A, effective April 1, 2025 to cover the current cost of the vacant lot program Services. AE
- **6.** W.W. Williams to provide onsite technical services for #6 and #7 Diesel Engine for the period to include the Augusta National Tournament for a fee of \$45,731.80.
- 7. Augusta Corporate Park Easement Deed and Lift Station Warranty Deed.
- **8.** Motion to **approve** the minutes of the February 25, 2025 Engineering Service Committee Meeting.



#### **Engineering Services Committee Meeting**

Meeting Date: March 11, 2025

Captains Corner, Ph. II Subdivision Dedication

File Reference: 23-005(A)3

**Department:** Engineering & Environmental Services

**Presenter:** Dr. Hameed Malik, Director

**Caption:** Approve the deed of dedications, maintenance agreements, and road

resolutions submitted by the Engineering Department and the Augusta

Utilities Department for Captains Corner, Phase 2.

**Background:** The final plat for Captains Corner, Phase 2, was approved by the

Commission on October 17, 2023. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our

inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

Analysis: This section meets all codes, ordinances and standards. Portions of this

subdivision lie within the 100-year flood plain and wetlands, which are noted

on the final plat.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta,

Georgia for operation and maintenance.

**Financial Impact:** By accepting these roads and storm drainage installations into the County

system and after the 18-month maintenance warranty by the

developer/contractor for the road and storm drainage has expired, all future

maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deed and maintenance agreement, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

**Alternatives:** 

1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities

Departments for Captains Corner, Phase 2.

2. Do not approve and risk litigation.

**Recommendation:** 

Approve Alternative Number One.

 $\label{eq:second} \begin{tabular}{ll} Funds are available in & N/A \\ the following accounts: \\ \end{tabular}$ 

**REVIEWED AND** HM/dh

**APPROVED BY:** 

AGENDA ITEM	NUMBER:	
	<b>EDITION:</b>	

DATE:

February 24, 2025

TO:

HONORABLE GARNETT JOHNSON, MAYOR

MEMBERS OF COMMISSION ALVIN MASON, CHAIRMAN,

ENGINEERING SERVICES COMMITTEE

THROUGH: TAKIYAH DOUSE, INTERIM ADMINISTRATOR

FROM:

HAMEED MALIK, PHD., PE

DIRECTOR OF ENGINEERING

**SUBJECT:** 

CAPTAINS CORNER, PHASE 2, SUBDIVISION DEDICATION

FILE REFERENCE: 23-005(A)3

**CAPTION:** 

Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta

Utilities Department for Captains Corner, Phase 2.

**BACKGROUND:** 

The final plat for Captains Corner, Phase 2, was approved by the Commission on October 17, 2023. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

**ANALYSIS:** 

This section meets all codes, ordinances and standards. Portions of this subdivision lie within the 100-year flood plain and wetlands, which are noted on the final plat.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

			AGENDA ITEM: EDITION: February 24, 2025 Page Two	
	ANCIAL ACT:	system and after developer/contractor for	ads and storm drainage installations into the County the 18-month maintenance warranty by the or the road and storm drainage has expired, all future iated costs will be borne by Augusta, Georgia.	
		maintenance and as installations will be be	utility deed and maintenance agreement, all future sociated costs for water and sanitary sewer orne by Augusta, Georgia, and positive revenue will sale of water and sanitary sewer taps and monthly	
ALT	ERNATIVES:	1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Captains Corner, Phase 2.		
		2. Do not appr	rove and risk litigation.	
REC	OMMENDATI	ON: Approve Altern	ative Number One.	
REQ	UESTED AGE	NDA DATE: Comm	ussion Meeting March 4, 2025	
	ARTMENT ECTOR:		FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:	
	ARTMENT ECTOR:		N/A	
ADM	IINISTRATOR		FINANCE:	
HM/c	lh			
Attac	hments			
cc:	Agenda File Main File Walt Corbin			

#### Item 1.

#### **ENGINEERING DEPARTMENT**

Hameed Malik, PhD., PE, Director Plan & Review Section Manager Richard A. Holliday, Sr. Lead Design Engineer

#### **MEMORANDUM**

To:

Hameed Malik. P.E., PhD

Director of Engineering

Through:

Brett Parsons, Principal Engineer Land Development

From:

Richard A. Holliday, Lead Design Engineer

Date:

June 24, 2024

Subject:

Certificate of Completion

Dedication of Captains Corner, Phase 2

File reference: 23-005(A3)

A final inspection has been conducted on the above referenced development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on October 17, 2023. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

#### **RAH**

#### Attachment

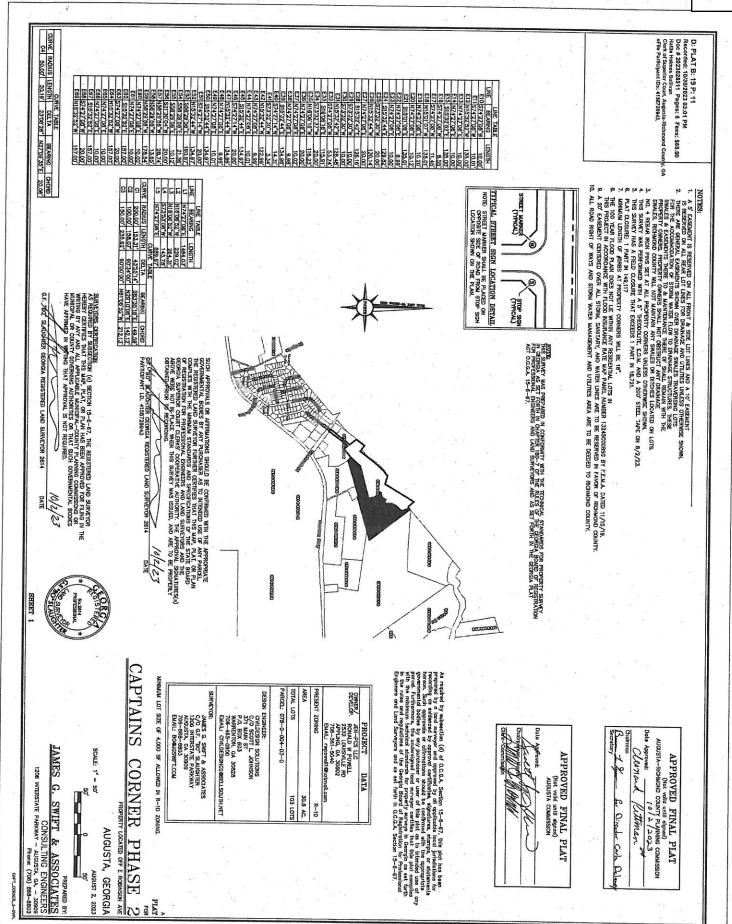
cc:

Walt Corbin, P.E., Engineering Manager

Carla Delaney, Interim Director of Planning and Development

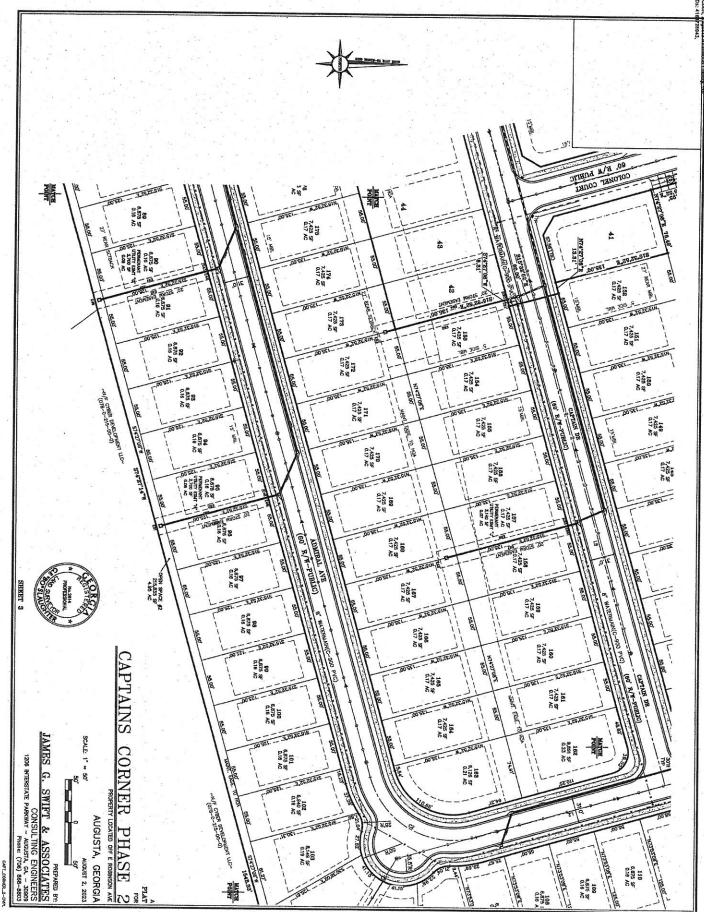
Kevin Boyd, Development Services Manager

File

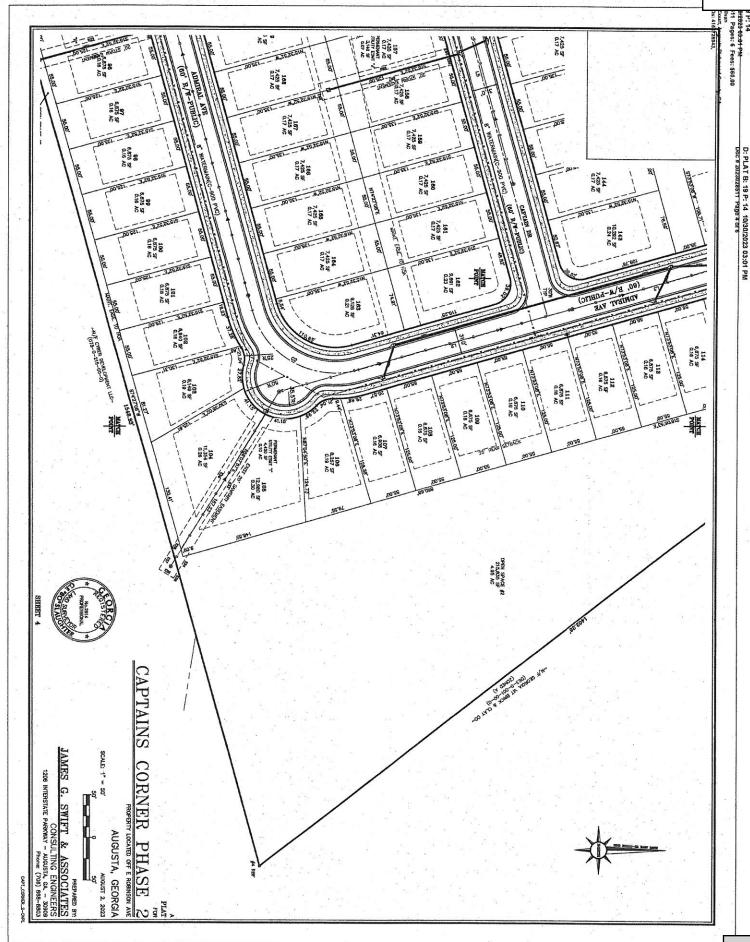


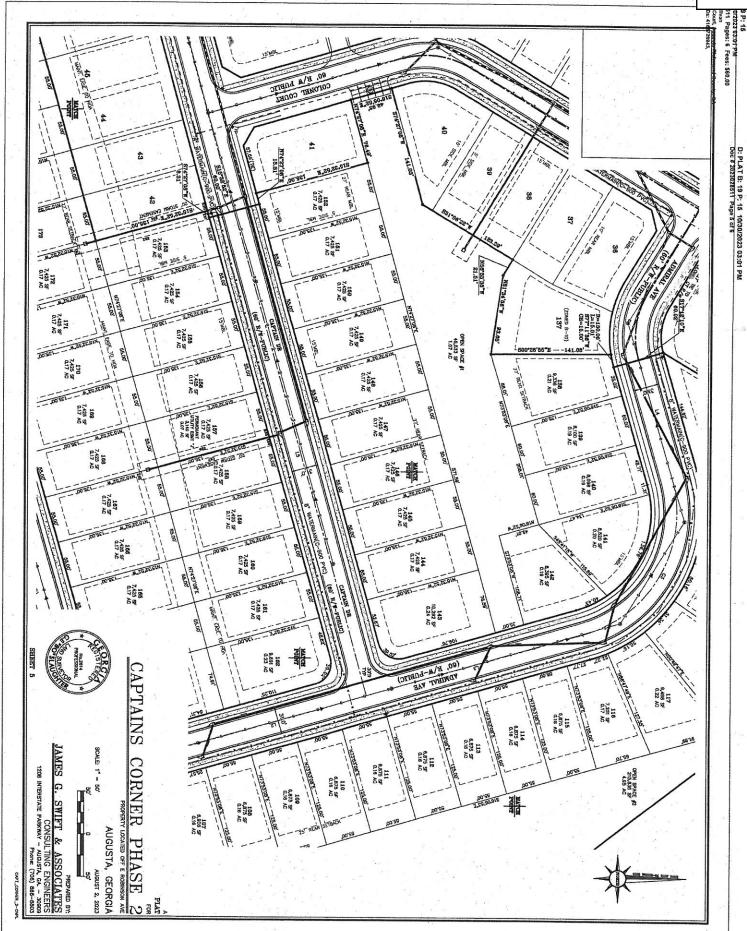
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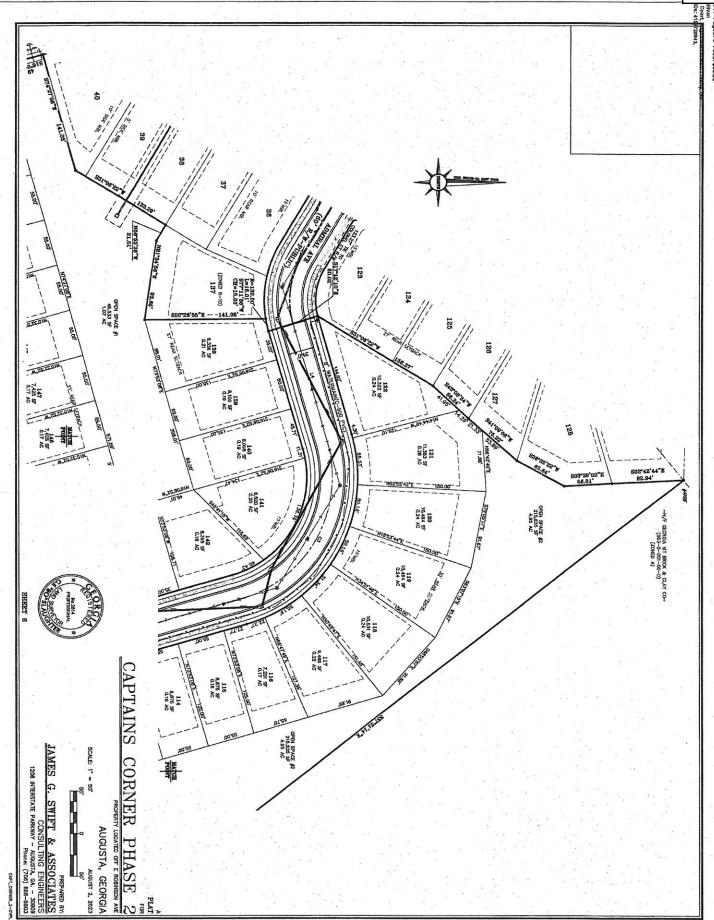
D: PLAT B: 19 P: 13 10/30/2023 03:01 PM Doc # 2023028511 Page 3 of 6











Return To:
Augusta Engineering
452 Walker Street, Suite
Augusta, Georgia 30901
Attn: Diane Hilliard

STATE OF GEORGIA

COUNTY OF RICHMOND

Output

(County of the county o

# DEED OF DEDICATION CAPTAINS CORNER, PHASE 2 Roads and Storm System

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by and between **Jen-PCS**, **LLC**, a Georgia limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA**, **GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WHEREAS, **D. R. HORTON, INC.**, a corporation established under the laws of the State of Delaware, hereinafter referred to as "HORTON", joins in this Deed of Dedication as Owner of certain lots within the Subdivision, as evidenced by that certain Limited Warranty Deed dated November 22, 2023, and recorded in Deed Book 1908, Pages 1576-1579, Aforesaid Records; and

#### WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the roads, storm sewer system, **excluding detention pond**, as the same are now located within a certain 60' R/W and additional drainage and utility easements shown and delineated on the plat titled <u>CAPTAINS CORNER, PHASE 2</u>, as prepared by James G. Swift & Associates, dated August 2, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond

County, Georgia, in Plat Book # 19, Page # 11-16; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property. The detention pond is to remain private.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewer system.

TOGETHER with all that lot or parcel of land shown and designated as "Captain Drive" and "Admiral Avenue" - 60' R/W; on the plat <u>CAPTAINS CORNER, PHASE 2</u>, as prepared by James G. Swift & Associates, dated August 2, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 19, Page # 11-16; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED in our presence:

Witness . ()

Notary Public, Georgia

(SEAL)

Jen-PCS, LLC in our presence:

By: Level W Power

As its: Manhar Title

Member Title

Signed, sealed and delivered in the pres	sence
of:	
Unofficial Witness	D. R. HORTON, INC., a Delaware corporation
Sherry Profisition 27	Name: SHANN TOKANEL
S C SS VS C	Name: SHAWN TOKANEL  Title: VICE PRESIDENT
My Commession Expires	
ACCEPTED BY:	
AUGUSTA, GEORGIA, a political sul the Augusta-Richmond County Commiss	bdivision of the State of Georgia, acting by and through sion
	By: Garnett L. Johnson As Its: Mayor
(SEAL)	Attest: Lena Bonner As Its: Clerk of Commission

Return To:
Augusta Engineering
452 Walker Street, Suite
Augusta, Georgia 30901
Attn: Diane Hilliard

STATE OF GEORGIA

COUNTY OF RICHMOND

#### **MAINTENANCE AGREEMENT**

CAPTAINS CORNER, PHASE 2 Roads and Storm System

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between **Jen-PCS LLC**, hereinafter referred to as "Developer," and **AUGUSTA**, **GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept all or a portion of certain roads, storm drains, **excluding detention pond**, and appurtenances for Captain Drive (60' R/W) and Admiral Avenue (60' R/W), as shown by a PLAT, titled <u>Captains Corner, Phase</u> 2, contemporaneously tendered and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 19, Page # 11-16; and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by Deed of Dedication;

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

- (1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, **excluding detention ponds**, as respectfully described in the Plat, contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 19\_, page # 11-16\_.
- (2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in the Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein. **The detention pond is to remain private.**
- (3) The Developer agrees that if during said eighteen-month period there is a failure of the installations laid or installed in said subdivision described in the said Deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.
- (4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then reinspect the work for acceptance and approval. If necessary, the eighteen-month period may be extended, as determined by Augusta.
- (5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, Augusta shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

in our presence:	Jen-PCS, LLC
Witness V	By: Dur Wherell
Notary Public, Georgia (SEAL)	As its: Mauring Member
(SEAL)  WOTARY  OF PUBLIC OF STATES  NOTARY  OF PUBLIC OF STATES  OF STA	ACCEPTED BY: AUGUSTA, GEORGIA
COUNTY WHITE	By: Garnett L. Johnson As Its: Mayor  Attest:
	Lena Bonner As Its: Clerk of Commission (SEAL)

Return to: Augusta Engineering Department 452 Walker Street Ste 110 Augusta, GA 30901 Attn: Diane Hilliard

SUBDIVISION:

**CAPTAINS CORNER, PHASE 2** 

## RESOLUTION ADDING ROAD TO THE AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, <u>Captain Drive</u> is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make <u>Captain Drive</u> a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that <u>Captain Drive</u> is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a)	Points of beginning and ending:
	Beginning at _existing Captain Drive
	Extending NE, approx. 590.0 ft to Admiral Avenue
(b)	Length of road to nearest 1/100th mile:
	0.11_mile
(c)	Width & type of road surface:
	31 feet from back of curb to back of curb; Type E asphalt
(d)	Right-of-Way:

60 foot

Item	1.

The Augusta Commission is hereby	y directed to forward a certified copy of this resolution
to: Georgia Department of Transportation, Road Ir	nventory Section District 2, Post Office Box 8, Tennille
Georgia 31089.	
Adopted this day of	, 20
ACCEPTED BY:	
	AUGUSTA, GEORGIA
	By:
Witness	Garnett L. Johnson As Its Mayor
	Attest:
Notary Public State of Georgia, County of	Lena Bonner As Its Clerk of Commission
My Commission Expires:	(SEAL)
(Notary Seal)	

Return to: Augusta Engineering Department 452 Walker Street Ste 110 Augusta, GA 30901 Attn: Diane Hilliard

(d)

Right-of-Way:

60 foot

SUBDIVISION:

**CAPTAINS CORNER, PHASE 2** 

## RESOLUTION ADDING ROAD TO THE AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, <u>Admiral Avenue</u> is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make <u>Admiral Avenue</u> a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that <u>Admiral Avenue</u> is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

t said R	oad.
(a)	Points of beginning and ending:
	Beginning at _existing Admiral Avenue
	Extending NE, NW, then SW approx. 2663.11 ft to existing Admiral Avenue
(b)	Length of road to nearest 1/100th mile:
	0.50 mile
(c)	Width & type of road surface:
	31 feet from back of curb to back of curb; Type E asphalt

The Augusta Commission is hereby directed to for	rward a certified copy of this resolution to: Georgia
Department of Transportation, Road Inventory Sec	ction District 2, Post Office Box 8, Tennille, Georgia
31089.	
Adopted this day of	, 20
6	
ACCEPTED BY:	
	AUGUSTA, GEORGIA
Witness	By: Garnett L. Johnson As Its Mayor
Notary Public State of Georgia, County of	Attest: Lena Bonner As Its Clerk of Commission
My Commission Expires:	(SEAL)
(Notary Seal)	

#### STATE OF GEORGIA

#### COUNTY OF RICHMOND

# EASEMENT DEED OF DEDICATION Water and Gravity Sanitary Sewer Systems CAPTAINS CORNER, PHASE 2

WHEREAS, JEN-PCS, LLC, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as "JEN-PCS", owns a tract of land in Augusta, Georgia, located on the north side of Gordon Highway, on Captain Drive, which is off of East Robinson Avenue, and JEN-PCS has developed a residential subdivision known as Captains Corner, Phase 2, (the "Subdivision") as shown on that certain plat of Captains Corner, Phase 2, prepared by James G. Swift & Associates, dated August 2, 2023, approved by the Augusta-Richmond County Planning Commission on October 2, 2023, by the Augusta Commission on October 17, 2023, and recorded on October 30, 2023, in Plat Book 19, Pages 11-16, in the office of the Clerk of the Superior Court of Richmond County, Georgia, (the "Plat"). Reference is hereby made to the Plat for a more complete and accurate description as to the land herein described; and

WHEREAS, D. R. HORTON, INC., a corporation established under the laws of the State of Delaware, hereinafter referred to as "HORTON", joins in this Deed of Dedication as owner of certain lots within the Subdivision, as evidenced by that certain Limited Warranty Deed dated November 22, 2023, and recorded in Deed Book 1908, Pages 1576-1579, aforesaid Records; and

WHEREAS, as shown and depicted on the Plat, the Subdivision has been developed with a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of JEN-PCS and HORTON to deed the water distribution system and the gravity sanitary sewer system, to AUGUSTA, GEORGIA, a political subdivision established under the laws of the State of Georgia, (hereinafter known as "AUGUSTA"), acting by and through the Augusta Commission, for maintenance and control; and

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

WHEREAS, JEN-PCS and HORTON have agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture is made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, between JEN-PCS and HORTON, as Grantor and AUGUSTA, as Grantee:

#### WITNESSETH:

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

Exclusive twenty-foot (20') easement(s) (unless otherwise noted), in perpetuity, centered over the water distribution system and gravity sanitary sewerage system, as laid out in the aforementioned plat.

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

JEN-PCS and HORTON also grant AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easements, along with the non-exclusive right of ingress and egress to and from said permanent easements for this purpose.

JEN-PCS and HORTON further agree that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of

pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

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

IN WITNESS WHEREOF, JEN-PCS and HORTON have hereunto set their hands and affixed their seals the day and year first above written.

JEN-PCS, LLC

By:

Ronald Powell

As Its: President and Owner

Notary Public

State of Georgia, County of Columbia

My Commission Expires: 04/27/2025

atures continued on next page.)

Notary Public

State of Georgia, County of Film.

My Commission Expires

(Notary Seal)



D. R. HORTON, INC., a Delaware corporation

Shamyl Maher

As Its: Vice-President

Attest:

Printed Name: June Jones M

As Its: VICE PROCESSOR

(Corporate Seal)



(Signatures continued on next page.)

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AC	 PI	H.	13'

### AUGUSTA, GEORGIA

Witness	By: Garnett L. Johnson As Its Mayor
	Attest:
Notary Public	Lena Bonner
State of Georgia, County of	As Its Clerk of Commission
My Commission Expires:	
	(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

### MAINTENANCE AGREEMENT

CAPTAINS CORNER, PHASE 2

Water Distribution System and Gravity Sanity Sewer System

THIS AGREEMENT, entered into thisday of	Vision actablished under the I
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#### WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as CAPTAINS CORNER, PHASE 2, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, AUGUSTA has adopted a policy requiring that DEVELOPER maintain those installations and systems laid or installed in the subdivision, for a certain length of time. In this instance, AUGUSTA and DEVELOPER have agreed that that certain length of time shall be for a period of three (3) years from the date first written above;

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

(1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

- (2) DEVELOPER agrees to maintain all the installations laid or installed in said subdivisions as described in said Deed for a period of three (3) years from the date of the acceptance of said Deed of Dedication by the Augusta Commission.
- (3) DEVELOPER agrees that, if during said three (3) year period, there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, DEVELOPER shall be responsible for adequate maintenance and repair.
- (4) DEVELOPER further agrees that if there is a failure, as described in Paragraph number three (3), and this failure occurs within any of the paved rights-of-way, or any other paved area, DEVELOPER will be solely responsible for repaving said area.
- (5) In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.
- (6) If, in the event of an emergency, as determined by AUGUSTA, DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at DEVELOPER'S expense and allow DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.
- (7) In the event DEVELOPER fails to perform such repairs as indicated in paragraph (5) and/or paragraph (6) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.
- (8) This Agreement shall terminate three (3) years after the date of the acceptance of said Deed of Dedication by the Augusta Commission.
- (9) In this Agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.
- (10) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

**IN WITNESS WHEREOF**, DEVELOPER has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER:

Vonna & Christian
Witness

Lehip L. Tawell

Notary Public

State of Georgia, County of

My Commission Expires: 06/27/2025

(Notary Seal)

JEN-PCS, LLC

Populd Powell

As Its: President and Owner



(Signatures continued on next page.)

AUGUSTA, GEORGIA
Ву:
Garnett L. Johnson As Its Mayor
Attest:
Lena Bonner
As Its Clerk of Commission
(SFAI)

x , , , , e



#### **Engineering Services Committee Meeting**

Meeting Date: March 11, 2025

Hurricane Helene Debris Removal Services –

Supplemental Funding – Supplement 4

RFP 24-915

File Reference: 25-014(A)

**Department:** Engineering & Environmental Services

**Presenter:** Dr. Hameed Malik, Director

**Caption:** Approve supplement funding (supplement 4) in amount not to exceed \$15.0

million for Hurricane Helene Debris Removal services with Ceres

Environmental Services, Inc. Also approve use of General Fund fund-balance

to fund these services. AE/ 24-915

**Background:** Hurricane Helene passed through Augusta-Richmond (ARC) the last week of

September (September 26-27, 2024). The entire ARC service area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Ceres Environmental Services, Inc. (Ceres) was mobilized immediately, under Augusta Emergency Procurement policy, for tree debris removal. In addition, Augusta, Georgia initiated a request for proposals (RFP) to select the disaster debris removal contractor for continuity of services beyond the emergency contract period and future similar service needs. Ceres was selected as the contractor based on RFP evaluation criteria. On November 19, 2024 Augusta Commission awarded the disaster debris removal contract to Ceres. Ceres ongoing services under emergency contract transitioned to this new contract effective January 1, 2025. Funds initial allocation to RFP24-195 contracted services is \$15.4 million and is soon reaching the full utilization amount. As of February 23, 2025 Ceres roughly removed & hauled 2.95 million CY vegetative, 523 thousand mulch, 2000

C&D debris.

**Analysis:** Ceres is presently providing hurricane Helene debris removal services under

RFP 24-195 contract. Augusta Commission allocated \$15.3 initially to this contract. As of February 23, 2025 Ceres Has roughly reached around \$13.3M billable amount. Given debris current project volume, additional funds in an amount not to exceed \$15M is requested to be allocated for Ceres to continue its services. It will bring total NTE allocation to \$61.7 million (both emergency period & regular contract allocations). Continuity of ongoing debris removal is critical not only for road traffic safety but also for

public health & safety. Hence continuous funding is needed.

32

Item 2.

**Financial Impact:** Funding will be provided on a reimbursement basis from FEMA and GEWIA.

**Alternatives:** N/A

**Recommendation:** Approve supplement funding (supplement 4) in amount not to exceed \$15.0

million for Hurricane Helene Debris Removal services with Ceres

Environmental Services, Inc. Also approve use of General Fund fund-balance

to fund these services. AE/24-915.

HM/sr

Funds are available in

(\$15,000,000) - 220-041252-52.21112/814000003-52.21112

the following accounts:

REVIEWED AND APPROVED BY:



#### **Engineering Services Committee Meeting**

Meeting Date: March 11, 2025

Hurricane Helene Debris Monitoring Services –

Supplemental Funding – Supplement 5

RFP 24-916

File Reference: 25-014(A)

**Department:** Engineering & Environmental Services

**Presenter:** Dr. Hameed Malik, Director

**Caption:** Approve supplement funding (supplement 5) in amount not to exceed \$3.728

million for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund

fund-balance to fund these services. AE/ 24-916

**Background:** Hurricane Helene passed through Augusta-Richmond (ARC) the last week of

September (September 26-27, 2024). The entire ARC service area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Emergency response was initiated immediately utilizing inhouse forces and contract services that are extension of Augusta Engineering Infrastructure Maintenance program. Given the disaster's magnitude, Augusta mobilized CERES and GMC under emergency contract for removal & monitoring of debris from roadways and removal monitoring, simultaneous as required by FEMA for federal reimbursement of such expenses. In addition, Augusta, Georgia initiated a request for proposals (RFP) to select disaster debris removal and monitoring contractors for continuity of services beyond emergency contract period and similar services for future needs. GMC was the selected firm based on RFP evaluation & selection criteria. On January 7, 2025, Augusta Commission awarded the disaster debris monitoring services contract to GMC. GMC's ongoing services under the emergency contract transitioned to this new contract effective January 1, 2025. Funds initial allocation to RFP24-196 contracted services was \$1,271,856.54 and full utilization amount has been reached.

**Analysis:** 

GMC is presently providing hurricane Helene debris removal monitoring & management services under RFP 24-196 contract. Augusta Commission allocated \$1,271,856.54 initially to this contract. Initial allocated amount reached its full utilization and supplement funds addition is warranted for continuity of GMC services. Such services are critical to ensure Augusta gets its hurricane Helene debris removal expenses reimbursed by the FEMA. FEMA requires disaster debris removal shall be monitored and removed

Item 3.

**Financial Impact:** Funding will be provided on a reimbursement basis from FEMA and GEMA.

**Alternatives:** N/A

**Recommendation:** Approve supplement funding (supplement 5) in amount not to exceed \$3.728

million for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund

fund-balance to fund these services. AE/ 24-916.

Funds are available in the following accounts: (\$3,728,000) - 220-041252-52.21113/814000003-52.121113

REVIEWED AND APPROVED BY:

HM/sr



#### **Engineering Services Committee**

Meeting Date: 3/11/2025

Item Name: Approve extension of MOU with Augusta University to develop an internship program centered

around Smart City sensors and programs.

**Department:** Utilities

**Presenter:** Wes Byne

**Caption:** Approve the extension of the existing 2024 MOU with Augusta University and the

signing of the 2025 MOU for an internship program centered around

environmental and smart city sensors and programs.

**Background:** AUD and AED have worked with Augusta University since 2014 on a variety of

initiatives centered around developing intelligent water sensing products. This program has been formalized since 2023 in an MOU between Augusta and Augusta University. This MOU allows us to scale the program as appropriate and needed to quicken the pace of development and deployment and provides the

flexibility to address current and future needs

**Analysis:** This MOU would allow for the commitment of full-time faculty and staff for

approximately 3 months per year, in addition to approximately 10 full-time students and materials over the summer. AU will provide facilities as well as specialized knowledge of electronics required to rapidly prototype and assemble

these projects.

**Financial Impact:** Funding in the amount of \$260,141.11 is available in the following accounts: 506-

04-3110/52-13119

**Alternatives:** No alternatives are recommended

**Recommendation:** AUD recommends approving this MOU.

**Funds are available in**Funds are available in the following accounts after transfer:

the following accounts: G/L 506-04-3110/52-13119

**REVIEWED AND** N/A

APPROVED BY:

# Non-Clinical Sponsored Agreement

# AUGUSTA UNIVERSITY RESEARCH INSTITUTE SPONSORED AGREEMENT

Agreement No. 41933 - 01

#### THIS SPONSORED AGREEMENT, dated as of February 26, 2025,

("Agreement"), is made and entered into by and between <u>Augusta Utilities</u> and being a local government entity (hereinafter referred to as "Sponsor"), and Augusta University Research Institute, Inc. a Georgia nonprofit research and educational corporation, (hereinafter AURI) located at Augusta University, 1120 15th Street, Augusta, GA 30912-4810.

WHEREAS, the sponsored program contemplated by this Agreement is of mutual interest and benefit to AURI and to Sponsor, and will further the instructional and research objectives of AURI in a manner consistent with its status as a non-profit, tax-exempt, research and educational institution;

WHEREAS, the research program (hereinafter "Sponsored Program") will be performed through an MOU with Augusta University (hereinafter "Augusta University").

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

#### **SECTION 1. DEFINITIONS**

- 1.1 "Project Period" shall mean the period commencing as of <u>May 19, 2025</u>, and ending on <u>May 15, 2026</u>. The Project Period may be extended by written agreement of duly authorized representatives of Sponsor and AURI.
- 1.2 "Intellectual Property" shall mean all patentable inventions, discoveries, software, formulae, processes, methods, techniques, data, and databases.
- 1.3 "Intellectual Property Protections" shall mean the registration, application, filing, prosecution or maintenance of a patent, copyright, or other protective measure for Intellectual Property.

Item 4.

- 1.4 "Sponsored Project" shall mean the project and deliverables as described in Exhibit A.
- 1.5 "Principal Investigator(s)" shall mean Dr. Joseph Hauger . The Principal Investigators shall conduct, supervise and direct the Sponsored Project. Principal Investigator shall not be changed without the prior written consent of Sponsor and AURI. The Principal Investigator is not authorized to amend or modify this Agreement. Any such amendments or modifications must be approved by the Division of Sponsored Programs.
- 1.6 "Project Funds" shall mean those funds to be paid by Sponsor to AURI for the Sponsored Project in the amount of two hundred fifty-nine thousand one hundred and forty-six dollars (\$259,146) as set forth in the budget attached as Exhibit B.
- 1.7 "Project Team" shall mean the Principal Investigator(s) Dr. Joseph Hauger and any faculty, staff, or students supported by the Project Funds.
- 1.8 "Field of Use" shall mean sensors for use in municipal services, including water quality monitoring.

#### **SECTION 2. PROJECT FUNDS**

- 2.1 Sponsor shall pay AURI the Project Funds for direct and indirect costs incurred in the conduct of the Sponsored Project. Sponsor acknowledges that this amount is a good faith estimate only and not a guarantee of the cost to conduct the Sponsored Project. AURI shall promptly notify Sponsor of any anticipated funding deficiencies, including an estimate of the additional funds required. Sponsor may, in its discretion, provide AURI all or part of such additional funds. In no event shall AURI be obligated to incur costs in excess of the Project Funds paid by Sponsor to AURI.
- 35,000 2.2 Sponsor shall make an advance payment of \$ of the Project Funds upon

execution of this Agreement, to cover startup costs of the project. Thereafter, AURI shall invoice Sponsor no less than monthly for expenses incurred up to the total of \$259,146.

All payments shall be in U.S. dollars and made by check payable to the order of AURI and delivered to:

Augusta University Research Institute, Inc. P.O. Box 945552 Atlanta, GA 30394-5552

Attn: Agreement # 41933-01

The AURI tax identification number is 58-1418202.

Commencement of the Project is contingent upon the timely receipt of the foregoing advance payment of the Project Funds. A final payment that includes all outstanding payments due will be sent within thirty (30) days after all data has been received by Sponsor and all queries have been resolved.

- 2.3 AURI shall account for, and maintain records of, direct and indirect costs incurred in the conduct of the Sponsored Project in accordance with AURI's standard policies and practices. Such records shall be made available for Sponsor's review during AURI's normal business hours upon reasonable prior notice, but not more frequently than once a year.
- 2.4 Sponsor acknowledges and agrees that payments are made payable or sent to any individual other than specified above shall not be credited toward fulfillment of Sponsor's obligations under this Article.
- 2.5 Augusta University shall retain title to any equipment purchased with funds provided by Sponsor under this agreement.

# SECTION 3. PUBLICATIONS AND PRESENTATIONS; OTHER RESEARCH RIGHTS; NAME AND LOGO USE

- 3.1 Publications and Presentations. Sponsor acknowledges that AURI, the Principal Investigator and the other Project Team members shall have the right to publish or otherwise publicly disclose at academic and professional conferences and other meetings the results of the Sponsored Project, subject to the following limitations. A draft copy of the proposed publication or public presentation shall be provided to Sponsor for its review at least 30 days prior to submission for publication or public presentation. During such 30 day period, Sponsor may request that AURI delay the proposed publication or public presentation for up to an additional 30 days to allow for patent or copyright filings or other matters related to the protection of Intellectual Property. In addition, Sponsor may suggest changes to the proposed publication or public presentation, but the author shall retain final authority; provided, however, that the author shall be obligated to remove any confidential information furnished by Sponsor pursuant to the non-disclosure agreement as contemplated below. Notwithstanding anything in this Agreement to the contrary, copyrights in publications, public presentations and other scholarly writings shall be owned by their respective authors.
- 3.2 Other Research Rights. Sponsor acknowledges that this Agreement shall not be construed to limit the freedom of AURI, the Principal Investigator or the Project Team members to engage in any other research. Notwithstanding any license that may be granted to Sponsor with respect to the Intellectual Property owned by AURI resulting from the Sponsored Project, AURI shall retain an irrevocable worldwide right to use such Intellectual Property on a non-exclusive royalty-free basis for research and education purposes.
- 3.3 Name and Logo Use. Neither Sponsor nor AURI shall use the other party's name, trademarks or other logos, or the names of any individuals involved in the Sponsored Project, including, but not limited to, the Principal Investigator and the other Project Team members, in any publication or public presentation without the prior written consent of such other party. The foregoing restriction shall not apply to the inclusion of an acknowledgment of Sponsor's funding of the Sponsored Project in any such publication or public presentation. Notwithstanding the above, each party has the right to post on their websites that an award to AURI/Augusta University has been made and include a short public abstract.

#### **SECTION 4. INTELLECTUAL PROPERTY**

- 4.1 Any Intellectual Property invented, reduced to practice, created, or developed solely by AURI under this Agreement shall be owned by AURI ("AURI Intellectual Property").
- 4.2 Any Intellectual Property invented, reduced to practice, created, or developed solely by Sponsor under this Agreement shall be owned by Sponsor ("Sponsor Intellectual Property").
- 4.3 Any Intellectual Property invented, reduced to practice, created, or developed jointly by AURI and Sponsor under this Agreement shall be owned jointly by AURI and Sponsor ("Joint Intellectual Property").
- 4.4 Invention Disclosures. AURI will notify Sponsor, in confidence and in writing ("Notification"), of any Intellectual Property resulting from the Sponsored Project reported to AURI pursuant to AURI's Intellectual Property Policy then in effect ("Disclosure"). Notification shall be made by AURI within sixty (60) days of receipt of Disclosure. Intellectual Property Disclosures made by AURI pursuant to this section, and any related discussions between Sponsor and AURI shall be kept confidential by Sponsor, and shall not be further disclosed or used by Sponsor in any manner inconsistent with the provisions of this Agreement. Upon receipt of Disclosure, Sponsor may request (under either licensing option) that AURI pursue Intellectual Property Protections in a particular country at Sponsor's expense.
- 4.5 Joint Intellectual Property. In the event that either party desires to obtain any Intellectual Property Protections concerning Joint Intellectual Property, such party will notify the other party and the parties shall mutually agree upon patent strategy and cost allocation. Each party agrees to execute documentation necessary in connection therewith. Title to all patents issued on Joint Intellectual Property shall be joint and each party shall have the right to license such Joint Intellectual Property to third parties, with the right to sublicense thereunder, without accounting to the other and without seeking the consent of the other. In the event that consent by each joint owner is necessary for either joint owner to non-exclusively license the Joint Intellectual Property, the parties hereby consent to the other party's grant of one or more licenses under the Joint Intellectual Property to third parties and shall execute any document or do any other reasonable act deemed necessary to evidence such consent.

#### **SECTION 5. LICENSING OPTIONS**

5.1 In accordance with Section 4 and the remainder of Section 5, it is anticipated that Intellectual Property resulting from the Sponsored Project, whether hardware or software, will be released under an open-source license.

Any software code developed pursuant to this Sponsored Project shall be contributed and released pursuant to the Apache 2.0 or an equivalent permissive open-source license.

For hardware, design files for the hardware shall be released under a copyleft license once any Intellectual Property has been disclosed, reviewed, and potentially protected under Sections 4 and 5 of this agreement. This license will be under the CERN Open Hardware License, the TAPR Open Hardware License, or an equivalent open-source hardware license.

5.2 Sponsor's Evaluation of AURI's Intellectual Property. Intellectual Property owned by AURI resulting from the Sponsored Project disclosed by AURI to Sponsor may be used by Sponsor on a non-exclusive royalty-free basis, solely for internal research purposes to evaluate whether or

not Sponsor is interested in licensing the technology from AURI.

5.3 License Options. Within sixty (60) days after Notification to Sponsor by AURI of a Disclosure, Sponsor may request (1) a non-exclusive, non-transferable, limited term, royaltybearing license, or (2) an exclusive, non-transferable, limited-term, royalty-bearing license, to AURI Intellectual Property and/or AURI's ownership in Joint Intellectual Property in the Field of Use ("Option Period"); however, neither option shall be available to Sponsor if Sponsor is in breach of this Agreement, if Sponsor or any of Sponsor's affiliates, parents or subsidiaries are in breach of any license agreement with AURI, or if this Agreement has been terminated because of a breach by Sponsor. The license will be to make, have made, use, import, lease, sell, or otherwise dispose of products and/or services (a) in the United States and/or any other country for which Sponsor alone or Sponsor and AURI jointly choose to obtain Intellectual Property Protections and (b) in the Field of Use which embodies some or all of such Intellectual Property covered by the Disclosure. Sponsor agrees to demonstrate reasonable efforts to commercialize such Intellectual Property. The license shall be based on mutually-agreeable economic conditions and in accordance with standard AURI terms and conditions. Sponsor shall have ninety (90) days from the date of written notification to AURI of its intention to license the AURI Intellectual Property to negotiate a license agreement with AURI ("Negotiation Period"). Sponsor agrees to reimburse AURI for all Intellectual Property Protection costs and related expenses during the Option and Negotiation Periods. After expiration of the Negotiation Period, Sponsor shall have no further rights to AURI Intellectual Property. Such Negotiation Period, however, may be extended by the mutual consent of both parties.

5.4 AURI's Research License. AURI will have a non-exclusive, non-transferable, non-royalty bearing license to use and make derivative works of all Sponsor Intellectual Property solely for the purpose of fulfilling its obligations to complete the Sponsored Project.

# SECTION 6. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION; INDEMNIFICATION; EXPORT COMPLIANCE

- 6.1 Disclaimer of Warranties. Notwithstanding anything in this Agreement to the contrary, AURI makes no representations or warranties of any kind, express or implied, concerning the results of the Sponsored Project or any related Intellectual Property, including, but not limited to, representations and warranties as to non infringement, merchantability and fitness for any particular purpose.
- 6.2 Liability Limitation. Neither Sponsor nor AURI shall be liable for any incidental, consequential, special or other economic damages, such as loss of anticipated business or profits, suffered by the other party in connection with this Agreement, the Sponsored Project or any related Intellectual Property, including, but not limited to, any use or commercialization thereof.

#### SECTION 7. INDEMNIFICATION AND INSURANCE

Sponsor agrees to indemnify and hold harmless AURI and its duly authorized agents, servants and employees from all claims, demands, actions, causes of action and suites of whatever kind or nature and to indemnify AURI and its duly authorized agents, servants and employees from all damages, losses, judgments, costs and fees, including attorneys' fees, which result from this Study, provided that:

(1) AURI, and its agents, servants and employees have followed the Protocol described herein as Exhibit A and were not negligent in conducting the work under Protocol; and

- (2) AURI promptly gives SPONSOR notice of, and the right to defend against, any claim or suit as well as the unconditional right to settlement of such suits in the sole discretion of SPONSOR; and
- (3) AURI agrees to cooperate fully with SPONSOR in its defense of any claim or suit. AURI warrants and represents that Augusta University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by Augusta University. Augusta University has no liability insurance policy as such that can extend protection to any other person. Sponsor acknowledges that this Agreement does not confer upon Sponsor any right of claim of indemnification by the AURI or Augusta University, either express or implied.
- 7.1 Sponsor's Export Compliance. All rights granted to Sponsor in connection with this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project are subject to compliance with U.S. laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. Sponsor shall not, directly or indirectly, export any such controlled commodities in connection with this Agreement, the Sponsored Project or the Intellectual Property resulting from the Sponsored Project, unless the required authorization and/or license is obtained from the proper governmental authorities prior to export. By granting Sponsor rights in this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project, AURI does not represent that an export authorization and/or license will not be necessary or, if necessary, that such authorization and/or license will be granted.

#### SECTION 8. SPONSOR'S CONFIDENTIAL PROPRIETARY INFORMATION

Sponsor's Confidential Proprietary Information. In the event it becomes necessary for Sponsor to furnish any of its confidential proprietary information to AURI for purposes of the Sponsored Project, Sponsor may request that the Principal Investigator and the other Project Team members individually execute appropriate non disclosure agreements with Sponsor. Notwithstanding the foregoing, Sponsor shall not disclose to AURI, the Principal Investigator or the other Project Team members, any information subject to U.S. export laws or regulations. Sponsor acknowledges that AURI shall not be obligated to accept any confidential proprietary information from Sponsor, and AURI shall not bear any institutional responsibility with respect to any such information provided by Sponsor.

# SECTION 9. TERMINATION; ACTIONS UPON TERMINATION; SURVIVAL OF OBLIGATIONS

- 9.1 Termination. This Agreement may be terminated prior to the expiration of the Project Period as follows:
  - (a) By written agreement of the parties, effective upon the date set forth in such agreement;
  - (b) By either Sponsor or AURI in the event the other party fails to cure any material breach of this Agreement within 30 days after receipt of written notice of such breach from the

terminating party, effective upon receipt of written notice from the terminating party, after the expiration of the 30 day cure period; and

- (c) By either Sponsor or AURI in the event the Principal Investigator is no longer able to conduct the Sponsored Project on behalf of AURI, effective upon receipt of written notice from the terminating party.
- 9.2 Actions upon Termination. Upon any expiration or termination of this Agreement:
  - (a) Sponsor shall not be obligated to make any further payments of Project Funds to AURI pursuant to Exhibit B;
  - (b) AURI shall be entitled to retain any prior payments of Project Funds by Sponsor for direct and indirect costs incurred in connection with the Sponsored Project prior to termination of this Agreement, including non-cancelable commitments for property or services, such as student or postdoctoral support;
  - (c) AURI shall deliver to Sponsor within 90 days after termination of this Agreement a final accounting report of all Project Funds received and direct and indirect costs incurred in connection with the Sponsored Project, including non-cancelable commitments for property or services, such as student or postdoctoral support; and
  - (d) AURI shall return to Sponsor any excess Project Funds indicated in such final accounting report within 30 days after delivery of such report to Sponsor.
- 9.3 Survival of Obligations. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 3.2, 3.3, 4, 5 and 6 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

#### **SECTION 10. NOTICES**

Any notice or other communication of the parties required or permitted to be given or made under this Agreement shall be in writing and be deemed effective upon receipt if delivered personally, by reputable courier, by facsimile or electronic transmission, or by certified registered mail, postage prepaid, return receipt requested, addressed to the other party as follows (or as changed by written notice pursuant to Section 9):

Sponsor AURI

Contractual and Administrative: Contractual and Administrative:

Executive Director Augusta University Research Institute, Inc. CJ-3301, 1120 15th Street Augusta, GA 30912-4810 Phone: 706-721-3087

E-mail: spacontracts@augusta.edu

Technical:

Technical: Dr. Joseph Hauger

Phone: 706-737-1541

Email: jhauger@augusta.edu

#### **SECTION 11. MISCELLANEOUS**

11.1 Power and Authority; Due Authorization; No Conflict; Enforceability; Binding Effect. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such party and does not and shall not conflict with any agreement or instrument to which it is bound, (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, and (iv) this Agreement, and the interests, rights, duties and obligations hereunder, shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

11.2 Entire Agreement; Further Assurances. This Agreement, including Exhibits A and B attached hereto, constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous negotiations, understandings and agreements, with respect to the subject matter hereof. In addition, the terms of any purchase order or other purchasing document issued for this Sponsored Project, and prepared and executed subsequent to signing this Agreement, shall not be applicable to this Agreement other than to provide for funding as identified herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.

11.3 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.

11.4 Force Majeure; Remedies Cumulative. Either party's delayed performance under this Agreement may be temporarily excused without liability, if such delay is a result of causes or conditions beyond that party's control and without that party's fault or negligence (such causes or conditions specifically do not include the financial incapacity to pay); provided, however, that such party must diligently pursue actions to remedy such cause or condition. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law and in equity.

- 11.5 Resolution of Disputes. In the event of any dispute or disagreement between the parties either in interpreting any provision of this Agreement or about the performance of either party and upon the written request of either party, each of the parties will appoint a designated representative to attempt to resolve such dispute or disagreement. The designated representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without any formal proceedings. The specific format of such discussion shall be left to the discretion of the designated representatives. No litigation for the resolution of such dispute may be commenced until the designated representatives have met and either party has concluded in good faith that amicable resolution through continued negotiation does not appear likely (unless either party fails or refuses to appoint a designated representative and schedule a meeting of such representatives within thirty (30) days after a request to do so by the other party).
- 11.6 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Georgia (without regard to the conflicts or choice of law principles thereof).
- 11.7 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.
- 11.8 Construction of Agreement. The provisions of this Agreement shall not be construed more favorably toward one party than the other party as a result of one party being the primary drafter of the Agreement. This section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.
- 11.9 Independent Contractor Relationship; No Third-Party Beneficiaries. Sponsor and AURI intend that their relationship under this Agreement shall be as independent contractors, and neither Sponsor nor AURI shall conduct themselves in a manner inconsistent with such independent contractor status. Nothing in this Agreement nor any performance hereunder is intended, or shall be construed, to create a partnership, joint venture or other form of business enterprise, or relationship of agency or employment, between Sponsor and AURI (including, but not limited to, the Principal Investigator and the other Project Team members). Moreover, neither party shall have the authority to enter into contracts on behalf of the other party. Nothing in this Agreement, express or implied, is intended to confer, any benefits, rights or remedies on any person, other than the parties hereto and their successors and permitted assigns.
- 11.10 Conflict of Interest. Augusta University institutional policy requires that persons engaged in Sponsored research must disclose potential financial conflicts of interest with such research, including certain consulting, stock ownership or other relationships with a company which Sponsors such research, and that Augusta University must take measures to eliminate or minimize any effects of such potential conflicts on the objectivity of such research. By signing

Title: Professor

below, Principal Investigators agrees to comply with Augusta University institutional policy and requirements governing conflict of interest.

- 11.11 Record Retention: Augusta University agrees to retain all books, financial records and other documents relative to this Agreement for three (3) years, or as required by Federal, State or local laws, following completion or termination of the Agreement. AURI shall retain copies of all documentation
- 11.12 Nondiscrimination. Neither AURI nor Sponsor shall discriminate against any person on the basis of race, national origin, religion, creed, sex, sexual orientation, age or handicaps in the performance of this Agreement
- 11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Sponsor and AURI have each duly executed and delivered this Agreement as of the date first written above.

Augusta Utilities	Augusta University Research Institute, Inc.	
By:	Cheyanna Mitchell  By: Cheyanna Mitchell	
Date:	Date: 2/26/2025   18:02:53 EST	
Title:	Title: Interim Executive Director	MOL
Read and Acknowledged by PI(s): Or. Joseph EB457BE679EB4	Hauzer	
By: Dr. Joseph Hauger, PhD		
Date: 2/26/2025   18:01:05 EST		

#### Exhibit A

#### Timeline:

Summer Intern Program

Summer Interns would work between 19 May and 1 August, 2025.

Academic Year Intern Program

Academic Year Interns would work between 11 August, 2025 and 15 May, 2026.

#### Job Description:

Interns employed through the Augusta Utilities – Augusta University summer program will be trained on a variety of design, fabrication and electronics skills before being assigned to a research and development project of interest to the overall goals of the program. The initial training would teach basic skills that would improve the overall capability in the applied sciences. These skills would be refined during the research and development project phase of the internship under the guidance of more experienced interns as well as scientists and engineers supervising this work.

The following is a list of skills and capabilities that we expect to be included in the initial training of each student intern:

3D Computer Aided Design (3D CAD)
3D Printing
Basic hand tools and safety protocols
Basic power tools and safety protocols
Electronic circuit construction and prototyping
Printed circuit board design and production.
Applications of fundamental electronic components including resistors, capacitors, inductors, diodes, transistors, operational amplifiers, power supplies, regulators
Basic electronic instruments including digital multimeters and oscilloscopes.
Soldering, connecting and device construction methods
Microcontroller programming and selection
Internet of things (IoT) techniques and applications
Device interconnectivity and long-range communications via LoRaWAN
IoT programming using the Particle microcontroller platform
Battery use, solar charging and low-power electronics techniques.
Experimental fluid mechanics

#### Exhibit B

#### Augusta University Research Institute - Augusta Utilities Budget

- Faculty
  - $\circ$  2.0 summer month salary (2 x \$16,658 = \$33,316)
  - o 2.7 academic months (30% effort) (2.7 x \$16,658 = \$44,977)
  - o Summer Fringe (21%) \$6,996
  - o Academic Fringe (34%) \$15,292

Total: \$100,581

- Student Interns
  - O Summer: 10 Weeks, 40 hours, 16.50\$/hour rate (\$6,600 each): \$52,800 for eight students
  - O Academic Year: 2 terms, 15 weeks, 3 hours weekly (\$1,485 each): \$5,940 for four students
  - o Total: \$58,740
- Supplies and Consumables
  - o Electronics supplies: \$10,000
  - o Shop supplies (3D printing, CNC materials): \$10,000

Total: \$20,000

- Equipment
  - o Tools: \$1,000
  - o Water Quality Sensors: \$7,500
  - o Hydraulic Flume Accessories: \$10,000
  - o Total: \$18,500

**Direct Cost:** \$197,821 **Indirect Cost (31%):** \$61,325

Total Project Cost: \$259,146



#### **Certificate Of Completion**

Envelope Id: C215C13C-F808-4651-8902-6C62662241FD Status: Completed

Subject: Complete with Docusign: Augusta Utilities - Sponsored Agreement 2025-26 Students CLEAN FINAL.pdf

Source Envelope:

Document Pages: 12 Signatures: 2 **Envelope Originator:** Initials: 1 Certificate Pages: 5 Michael Carr AutoNav: Enabled 1120 15th Street

Envelopeld Stamping: Enabled

Augusta, GA 30912 Time Zone: (UTC-05:00) Eastern Time (US & Canada) MCARR2@augusta.edu

IP Address: 158.93.6.17

Sent: 2/26/2025 5:51:37 PM

Viewed: 2/26/2025 6:00:36 PM

Signed: 2/26/2025 6:01:05 PM

Sent: 2/26/2025 6:01:06 PM

Viewed: 2/26/2025 6:01:32 PM

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**Record Tracking** 

Status: Original Holder: Michael Carr Location: DocuSign

2/26/2025 5:44:14 PM MCARR2@augusta.edu

**Signer Events** Signature **Timestamp** Signed by:

Dr. Joseph Hauger

Dr. Joseph Hauger jhauger@augusta.edu Professor of Physics

Security Level: Email, Account Authentication

Signature Adoption: Pre-selected Style Using IP Address: 158.93.6.22

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 2/26/2025 6:00:36 PM ID: 73c582ca-16ee-448f-ac15-7424e844ce44

Michael Carr mcarr2@augusta.edu

Director, Pre-Award Services

Augusta University

Security Level: Email, Account Authentication

(None)

Signature Adoption: Drawn on Device Using IP Address: 158.93.6.17

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Cheyanna Mitchell CHEMITCHELL@augusta.edu

Interim Associate Vice President for Sponsored

Programs Administration / Exe

Augusta University

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Cheganna Mitchell Viewed: 2/26/2025 6:02:40 PM 69D44591E8234D2... Signed: 2/26/2025 6:02:53 PM

Signature Adoption: Pre-selected Style Using IP Address: 76.129.27.202

Signed using mobile

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Item 4.

Carbon Copy Events Status Timestamp

Karyn Nixon

KNIXON@augusta.edu

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

SPA Contracts

spacontracts@augusta.edu

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

COPIED

**COPIED** 

Sent: 2/26/2025 6:02:54 PM

Sent: 2/26/2025 6:02:54 PM

Witness Events	Signature	Timestamp					
Notary Events	Signature	Timestamp					
Envelope Summary Events	Status	Timestamps					
Envelope Sent	Hashed/Encrypted	2/26/2025 5:51:37 PM					
Certified Delivered	Security Checked	2/26/2025 6:02:40 PM					
Signing Complete	Security Checked	2/26/2025 6:02:53 PM					
Completed	Security Checked	2/26/2025 6:02:54 PM					
Payment Events	Status	Timestamps					
Electronic Record and Signature Disclosure							

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# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

# How to contact Augusta University:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: swright@augusta.edu

#### To advise Augusta University of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at swright@augusta.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

# To request paper copies from Augusta University

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to swright@augusta.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to swright@augusta.edu and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari™ 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Augusta University as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Augusta University during the course of my relationship with you.



# **Engineering Services Committee Meeting**

Meeting Date: March 11, 2025

Environmental Services Operations – Vacant Lots Management

Revision to Fees Structure File Reference: 24-014(A)

Engineering & Environmental Services **Department:** 

Dr. Hameed Malik, Director **Presenter:** 

Approve Vacant Lot Program Fee Charge Updated Rate Structure, depicted Caption:

as attached Exhibit A, effective April 1, 2025 to cover the current cost of the

vacant lot program Services. AE

**Background:** The Environmental Services Operations (ESO) have providing the Vacant

Lot management Services (inspection, enforcement & grass cutting & disposal) since 2012. The fees for this service were set at that time and adjusted only one time in 2018 (Augusta Commission action dated July 17, 2018). 2012 Fee was \$20 Administrative fee and \$50 per hour for contract and/or inmate services. In 2018 fees increased to \$100 Administrative fee per job per property, and \$200 per hour for contractor services or inmate crew services. However, COVID-19 resulted in significant cost escalation and post-Covid-19 contract vacant lot management services cost escalated almost double. Pe-Covid contract services cost was \$3,000/3men crew/week, and that escalated now to \$6,000/3men crew/week. Also, there is cost increase in

the program administrative cost.

The cutting and cleaning vacant lots is an ongoing issue for Augusta. There **Analysis:** 

> are roughly 14000 vacant lots needing cutting & cleaning services. ESO presently providing cutting and cleaning services on average 77 per month; however there are so many more that still need to be cut. Current vacant lot vegetation management contracted services cost is \$6,000/3men crew/week. One crew on average cuts roughly 18 to 20 vacant lots/week that equates to around two (2) hours per lot. The current fees \$100/\$200 rate structure is not a deterrent, and the fees do not cover the cost of the program. Hence the

Department is recommending increase in fee rate structure. The

recommended adjusted rate is \$175 Administrative fee per job per property,

and \$350 per hour for contractor services or inmate crew services.

**Financial Impact:** There is no additional cost to the Department at this time, however the

increase in fees will allow the program to become more financially viable.

1) Do not approve recommend fee new rate structure and find alternative

path for continuity of services at desired level of service.

54

# **Alternatives:**

Item 5.

**Recommendation:** Approve Vacant Lot Program Fee Charge Updated Rate Structure, depicted

as attached Exhibit A, effective April 1, 2025 to cover the current cost of the

vacant lot program Services. AE

Funds are available in N/A

the following accounts:

HM/sr

REVIEWED AND APPROVED BY:

# **EXHIBIT A**

# VACANT LOT VEGETATION CUTTING & MANAGEMENT PROGRAM FEE STRUCURE-2025

Current Fees				
ITEM	Unit	Rate		
Grapple Truck	Hour	\$90.00		
Roll Off Truck	Hour	\$90.00		
Rear Load Truck	Hour	\$98.00		
Skid Steer/Backhoe	Hour	\$75.00		
Tractor	Hour	\$50.00		
Inmate Crew	Hour	\$50.00		
Contract Labor Crew	Hour	\$50.00		
Labor/Person	Hour	\$25.00		
Sprayer	Acres	\$200.00		
Disposal	Yards	\$15.00		
Tires	Each	\$5.00		
Administrative Fee	Each	\$20.00		
Vacant Lot, Inmate Crew	Hour	\$200.00		
Vacant Lot, Contract Labor	Hour	\$200.00		
Vacant Lot, Admin Fee	Each	\$100.00		

New Fees (Effective 4/1/2025)							
ITEM	Unit	Rate					
Grapple Truck	Hour	\$150.00					
Roll Off Truck	Hour	\$150.00					
Rear Load Truck	Hour	\$150.00					
Skid Steer/Backhoe	Hour	\$150.00					
Tractor	Hour	\$125.00					
Inmate Crew	Hour	\$150.00					
Contract Labor Crew	Hour	\$150.00					
Labor/Person	Hour	\$50.00					
Sprayer	Each	\$350.00					
Disposal	Cubic Yard	\$15.00					
Tires	Each	\$5.00					
Administrative Fee	Each	\$75.00					
Vacant Lot, Inmate Crew	Hour	\$350.00					
Vacant Lot, Contract Labor	Hour	\$350.00					
Vacant Lot, Admin Fee	Each	\$175.00					



# **Engineering Committee Meeting**

Meeting Date: 3/11/2025

W.W. Williams provide Onsite Testing during Master Tournament

**Department:** Utilities Department

**Presenter:** Wes Byne

Caption: W.W. Williams to provide onsite technical services for #6 and #7 Diesel

Engine for the period to include the Augusta National Tournament for a fee

of \$45,731.80.

**Background:** W. W. Williams is a local representative for Detroit Engines, and we have

had some issues on long run times with #6 and #7 diesel pumps, with the Augusta National Tournament coming up, we need one of their technicians

onsite doing tests and PM's.

**Analysis:** W. W. Williams is a local representative for Detroit Engines. The onsite

technician will be available to ensure that these pumps are ready to run in case something should happen to the Augusta Canal, the Highland Water

Treatment Plant can continuously supply water.

**Financial Impact:** \$45,731.80 is the impact and there are funds available

**Alternatives:** To not proceed with WW.Williams as the local Representative and go to bid

which would take us past the tournament and no guarantee we can have them

onsite if a failure were to happen.

**Recommendation:** Approve this purchase of service to WW.Williams

**Funds are available in** 506-04-3520-5425110

the following accounts:

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

# Rev. 4/29/2013

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REOUISITION		
160	UTILITIES DEPA	IN-HOUSE REQUISITION
		IN-HOUSE RE

									TOTAL PRICE		0.00	0.00	0.00	0.00	0.00	0.00	00.00	00.00	00.00	0.00	0.00	0.00	00.00	000	000	000	>>>>
#	ROUTINE	✓ EMERGENCY	SOLE SOURCE	PREFER ITEM					UNIT PRICE																		
<b>REQUISITION #</b>	ш	SCADA	INVENTORY	BID ITEM					TOTAL PRICE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.00	000	00.0	
	WB O	UNIFORM	LIFT STATION	OTHER $\square$					UNIT PRICE																		
	CHEMICAL   14	GASES U	REPAIR $\square$	MAINTENACE 🛂 O'		2610 AUGUSTA RD. WEST WEST COLUMBIA,SC 29169-4548		р	TOTAL PRICE		45,731.80	0.00	00.00	0.00	0.00	0.00	0.00	0.00	00.00	0.00	0.00	0.00	0.00	0.00	0.00	45.731.80	
	EQUIPMENT (	Tools C	SAFETY	OFFICE	ww. Williams	2610 AUGUSTA RD. WEST M	(803) 794-2527	Courtney Stanfield	UNIT PRICE		45,731.80																
r apply:	✓ WATER	SEWER	☐ SUPPLIES ☐	✓ SERVICE	VENDOR:	ADDRESS:	PHONE #:	QUOTED BY:	QUANTITY		1														1	AL	URCHASE:
CHECK ALL THAT APPLY:	DATE: 2/14/2025	DIVISION Highland Water Filter Plant	٠	FUND #: 506043520 5425110			2822 Central ave. Augusta, Ga 30909 PHONE #:		ITEM DESCRIPTION		Technical service	on #6 and #7 Diesel	Engine during Masters												SHIPPING CHARGES	TOTAL	JUSTIFICATION AND EXPLANATION FOR PURCHASE:
	DATE	DIVIS		FUND	SHIP TO:	0	787		ITEM	#	1.	2.	3.	4	5.	.9	7.	œ	9.	10.	11.	12.	13.	14.			JUSTIF

#6 and # 7 Diesel Engine had issues in the past and want to make sure a technician is onsite in case of emergency

REQUESTED BY: Steve Orden

APPROVED BY: Bolly Rolinson





# UTILITIES DEPARTMENT

Wes Byne, P.E. Director

TO: Darrell White

Interim Director, Procurement Department

**THRU**: Wes Byne, P.E.

Director, Utilities Department

FROM: Steve Orton

CC:

**DATE**: 2/14/2025

**SUBJECT**: Technical Service on #6 and #7 Diesel Pumps

W. W. Williams is a local representative for Detroit Engines, and we have had some issues on long run times with #6 and #7 diesel pumps.

With the Augusta National Tournament coming up, we need one of their technicians onsite doing tests and PM's. The onsite technician will be available to ensure that these pumps are ready to run in an emergency, or if something should happen to the Augusta Canal, the Highland Water Treatment Plant can continuously supply water.

Please approve this emergency to avoid interruption in water supply.

Thank you for your kind assistance to move forward with this request.

Sincerely,

Steve Orton



Columbia 2610 Augusta Rd, W W. Columbia, SC 29169 803-791-5910 \*\*\* Customer Review \*\*\*

Date / Time: 2/13/2025 2:11

Item 6.

Repair Order: 22039

Customer: 410996

Branch: CBS

Branch: CBS Invoice Total: \$45,731.80

\*\*\*Charge\*\*\*
Page 1 of 2

Bill To: CITY OF AUGUSTA AP DPT.STE 800

535 Telfair St.

Municipal Bldg 1000 Augusta, GA 30901

Shop: 706-821-2335

I-2335 Fax:

Ship To: CITY OF AUGUSTA AP DPT.STE 800

2421 RIVERLOOK DRIVE

AUGUSTA, GA 30904

Customer P/O:

cstanfield

Completion Date:

Unit Number: CANALPUMP

Type: Stationary Fire Pump

VIN: CANALPUMP

706-821-2891

Make/Model: TBD TBD

Task: 1 28

Repair Work

Saturday 5th of April thru Monday April 14th

Be onsite for 8 hours per day

Department: Gen SVC

Supp. Part

Expenses

Complaint:

Description / Ref Number HOTEL & FOOD

Misc

U/M Quantity

Price Price 14,851.80 14,851.80

Extended

\$0.00

Task Subtotals

Parts: Core Chg: Core Ret:

EHC:

\$0.00 \$0.00 \$0.00

Labor: Miscellaneous: \$14,880.00 \$14,851.80

CUSTOMER

Task 1 Subtotals:

\$29,731.80

Task: 2 28 Complaint: Repair Work

Department: Gen SVC

PRICING FOR TECHNICIAN TO STAND BY AND BE 30MINS WITHIN RANGE OF GETTING ONSITE SHOULD

IT BE NEEDED.

IF THE TECHNICIAN GETS CALLED OUT TO THE SITE DURING STANDBY HOURS, NORMAL AFTER HOUR

RATES WILL BE ADDED TO THE PRICE AND THE STANDBY HOURS REMOVED

Extended Price Price Quantity U/M Description / Ref Number Part Supp. Task Subtotals \$0.00 Parts: \$0.00 Core Chg: \$0.00 Core Ret: \$0.00 EHC: \$16,000.00 Labor: \$0.00 Miscellaneous: \$16,000.00 Task 2 Subtotals:



Columbia 2610 Augusta Rd, W W. Columbia, SC 29169 803-791-5910

\*\*\* Customer Review \*\*\*

Date / Time: 2/13/2025 2:

22039

Item 6.

Repair Order: Customer: 410996

Branch: CBS \$45,731.80 Invoice Total:

> \*\*\*Charge\*\*\* Page 2 of 2

Bill To: CITY OF AUGUSTA AP DPT.STE 800

535 Telfair St.

Municipal Bldg 1000 Augusta, GA 30901

Shop: 706-821-2335

Fax:

706-821-2891

Ship To: CITY OF AUGUSTA AP DPT.STE 800

2421 RIVERLOOK DRIVE

AUGUSTA, GA 30904

Customer P/O: 0

cstanfield

Completion Date:

**Totals Total Parts:** \$0.00 **Total Core Chg:** \$0.00 **Total Core Ret:** \$0.00 Total EHC: \$0.00 **Total Labor:** \$30,880.00 **Total Miscellaneous:** \$14,851.80 **Invoice Subtotal:** \$45,731.80 **Total Tax:** \$0.00 **Invoiced Total:** \$45,731.80

Warranty/Terms and Conditions\*

Payment Terms: Net 30

Payment Method

Charge

W.W. Williams warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. W.W. Williams expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. IN NO EVENT SHALL W.W. WILLIAMS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR UNKNOWN DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF INCOME. \*For complete warranty limitations, disclaimers and detailed Terms and Conditions please see wwwilliams.com/Terms.

Return Policy: Returns must be accompanied by this invoice and in the original, unopened box or packaging. A 15% restocking charge will be applied to all returned items. No returns on electrical items. No returns on special order items. No returns after 30 days from the date of invoice.

Cianoturo:			
Signature:			



# **Engineering Services Committee Meeting**

Meeting Date: March 11, 2025

Acceptance of Augusta Corporate Park Easement Deed and Lift Station Warranty Deed

**Department:** Utilities

**Presenter:** Wes Byne, Director

Caption: Augusta Corporate Park Easement Deed and Lift Station Warranty Deed.

**Background:** The Utilities Department is constructing a sanitary sewer pipeline and lift

station at the Augusta Corporate Park. The project requires easements and a

parcel on which to construct the lift station.

**Analysis:** The Development Authority of Augusta, Georgia, is granting the needed

properties to Augusta and has executed deeds to same.

**Financial Impact:** N/A

**Alternatives:** Disapprove acceptance of the Easement Deed and Lift Station Warranty

Deed.

**Recommendation:** Approve and accept the Easement Deed and Lift Station Warranty Deed.

Funds are available in

the following accounts:

REVIEWED AND APPROVED BY:

N/A

N/A

State of Georgia County of Richmond

#### AUGUSTA, GEORGIA EASEMENT DEED

PARCEL IDENTIFICATION NUMBER: 323-0-039-01-0 ADDRESS: 11 Valencia Way

THIS INDENTURE made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, between **Development Authority of Augusta, Georgia**, a statutory authority existing under the laws of the State of Georgia, hereinafter referred to as Grantor, and **Augusta, Georgia**, a political subdivision under the laws of the State of Georgia, hereinafter referred to as Grantee;

WITNESSETH, that Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand and truly paid by Grantee at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors, assigns and legal representatives an exclusive utility, access and maintenance easement in perpetuity under, across and through the hereinafter described parcel of land as follows;

An easement consisting of 29,389 Square Feet (0.67 ac.), more or less and being of variable width, of permanent utility, access and maintenance easement, shown as "Sanitary Sewer Easement 2" on a plat prepared for Augusta-Richmond County, Georgia, by Cranston Engineering, dated September 6, 2024, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of laying, relaying, installing, extending, operating, repairing and maintaining pipelines transporting and carrying utility and fiber optics services.

In addition, an easement consisting of 11,556 (0.265 ac.) Square Feet, more or less, of Temporary Construction Easement, as shown on said plat. Said temporary construction easement is granted together with the right to dig such trenches in said parcel of land as may be necessary for this pipeline, to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along and across the said parcel of land. Said temporary construction easement shall expire at the completion and final acceptance of this pipeline by Grantee; and

Grantor does also grant, bargain, sell and convey unto Augusta, its successors, assigns, and legal representatives the right, but not the duty, to clear and to keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

Grantor further grants unto Grantee the right to stretch communication lines, or other lines, within the easements, for the use of Grantee, its successors, assigns and legal representatives, designees and agents, upon or under said land, within said easements, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign said easements in whole or in part.

Grantor, its successors, assigns, and legal representatives after the completion of this Project, shall have the right to use said parcel of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, 1. the right to plant thereon any trees or other vegetation that may interfere with the accessing, expanding, adding, laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services; and 2. the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements (such as, but not limited to. brick, concrete, or other immovable fences/structures), within the interior area of the permanent easement or within fifteen feet (15') outside of the boundaries of said permanent easement.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto Grantee, and its successors, assigns and legal representatives, in perpetuity.

And Grantor, its successors, assigns, and legal representatives shall and will forever warrant and defend unto Grantee, its successors and assigns, the rights, ways, easements privileges and appurtenances conveyed herein, against the claim of any person or persons whomsoever.

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

Signed, Sealed and Delivered in the presence of:

DEVELOPMENT AUTHORITY OF AUGUSTA

Mitness

Notary Public, Richmond County, Georgia

My Commission Expires:

(NOTARY SEAL)

Attest By:

Shell Berry As Its Secretary

Wayne Gossage As its Chairman

ACCEPTED:	
	AUGUSTA, GEORGIA
-	By:
Witness	Garnett L. Johnson As Its Mayor
	Attest:
Notary Public	Lena Bonner
State of Georgia, County of	As Its Clerk of Commission
My Commission Expires:	(SEAL)
(Notary Seal)	

AFTER RECORDING, RETURN TO:

Augusta Law Department Kayla E. Cooper, Attorney at Law 535 Telfair Street, Building 3000 Augusta, Georgia 30901

STATE OF GEORGIA COUNTY OF RICHMOND WARRANTY DEED OF DEDICATION Lift Station – Valencia Way

THIS INDENTURE, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, by and between **DEVELOPMENT AUTHORITY OF AUGUSTA**, **GEORGIA**, a statutory authority existing under the laws of the State of Georgia, called **Grantor**, which expression shall include the plural as well as the singular, and the legal representatives, successors and assigns, where the context so requires or admits, and **AUGUSTA**, **GEORGIA**, a political subdivision of the State of Georgia, called **Grantee**, which expression shall include the plural as well as the singular and legal representatives, successors and assigns, where the context so requires or admits.

# <u>WITNESSETH</u>

THAT the said Grantor, for and in consideration of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable consideration paid by the said Grantee, the receipt and adequacy of which are hereby acknowledged, has bargained, granted, sold, aliened, conveyed and confirmed, and by these presents does bargain, grant sell, alien, convey and confirm unto said Grantee, the property hereinafter described, to-wit;

All that lot, tract or parcel of land situate, lying and being in Richmond County, Georgia and being shown and designated as "N/F DEVELOPMENT AUTHORITY OF RICMOND COUNTY, PORTION OF TMP# 323-0-039-03-0 (PROPOSED SANITARY SEWER LIFT STATION SITE)" consisting of 1.96 acres0.04 acres (1,902 square feet) on that certain Plat for Augusta-Richmond County, Georgia prepared by Cranston dated September 4, 2024 and recorded in the Office of Clerk of Superior Court of Richmond County, Georgia, in Plat Book B:20, Page 76. Reference is hereby made to said plat for a more complete description of the property hereby conveyed.

The Plat is incorporated herein by reference for a more complete description of the metes, bounds, courses, distances and location of all land and easements over land described herein.

To Have and To Hold said property, and all singular said rights and privileges, unto the said Grantee, in fee simple or permanent easement as set forth above forever. Grantor hereby warrants and represents that Grantor is the owner of the above-described property, and has the authority to convey to the Grantee the property and easements set forth herein. Grantor shall and will warrant and forever defend by virtue of these presents the said bargained premises unto the said Grantee against said Grantor, and all and every other person or persons, subject to any exceptions set forth herein, including applicable easements and restrictions of record.

IN WITNESS WHEREOF, the said Grantor has executed this warranty deed under seal the day and year first above written.

Witness

Notary Public

DEVELOPMENT AUTHORITY OF AUGUSTA

Wayne Gossage

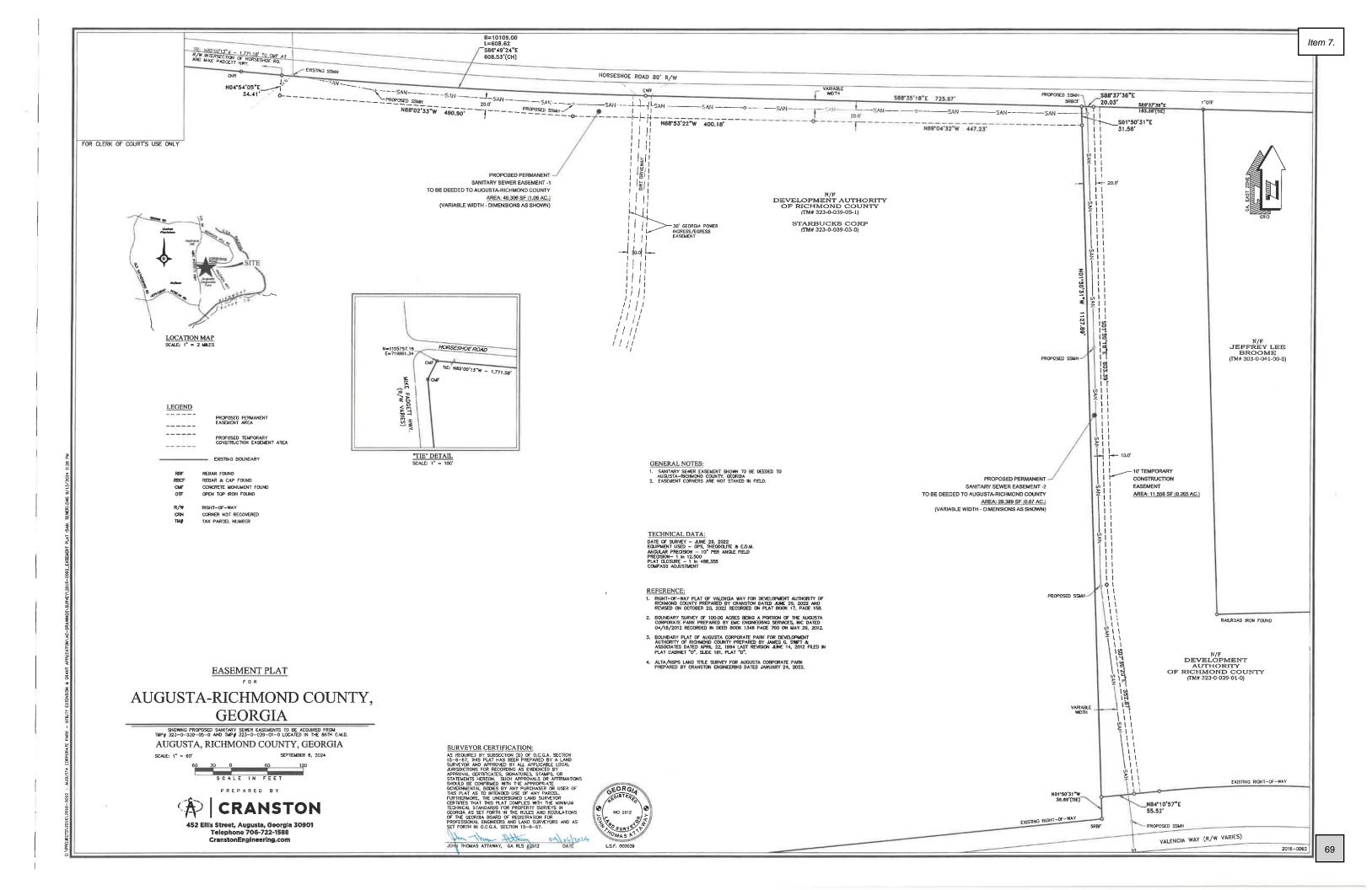
As its Chariman

Attest By:

Shell Berry

As Its Secretary

ACCEPTED:	
	AUGUSTA, GEORGIA
	By:
Witness	Garnett L. Johnson As Its Mayor
	Attest:
Notary Public	Lena Bonner
State of Georgia, County of	As Its Clerk of Commission
My Commission Expires:	(SEAL)
(Notary Seal)	



D: PLAT B: 20 P: 76 Recorded: 12/18/2024 07:32 AM Doc # 2024031212 Pages: 1 Fees: \$10.00

Hattie Holmes Sullivan Clerk of Superior Court, Augusta-Richmond County, GA eFile Participant IDs: 8038030127,

FOR CLERK OF COURT'S USE ONLY

N=1195757.16 E=719861.34

MIKE PADGETT HWY.



TECHNICAL DATA:

DATE OF SURVEY - JUNE 10, 2024 SEPTEMBER 2024 EQUIPMENT USED - GPS, THEODOLITE & E.D.M. ANGULAR PRECISION - 10" PER ANGLE FIELD PRECISION- 1 in 12,500 PLAT CLOSURE - 1 in 227,556 COMPASS ADJUSTMENT

> DEVELOPMENT **AUTHORITY OF**

RICHMOND COUNTY PORTION OF TMP# 323-0-039-03-0

FLOOD NOTE:

ACCORDING TO THE OFFICIAL FEMA FLOOD HAZARD MAP, FIRM PANELS 13245C0240G AND 13245C0245G EFFECTIVE NOVEMBER 15, 2019, THIS LOT IS NOT LOCATED IN A DESIGNATED 100 YEAR

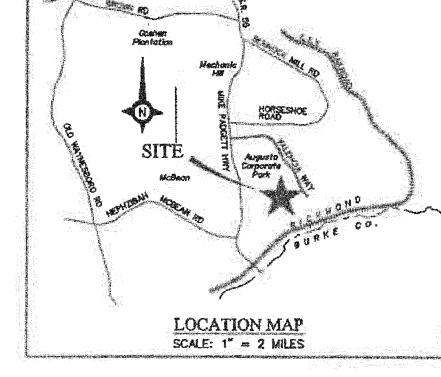
REFERENCE:

N43"41"29"W 117.86'(TIE)

EXISTING . OVERHEAD POWER LINE

4RBCS

- 1. RIGHT-OF-WAY PLAT OF VALENCIA WAY FOR DEVELOPMENT AUTHORITY OF RICHMOND COUNTY PREPARED BY CRANSTON, DATED JUNE 29, 2022, REVISED ON OCTOBER 20, 2022, RECORDED IN P8:17, PG:160.
- 2. ALTA/NSPS LAND TITLE SURVEY OF PORTION OF TAX PARCEL No. 323-0-039-03-0 PREPARED BY D+L SURVEYING, DATED SEPTEMBER 7, 2022.
- 3. ALTA/ NSPS LAND TITLE SURVEY FOR GF CASTING SOLUTIONS AUGUSTA, LLC PREPARED BY CRANSTON, DATED JUNE 17, 2024.



LEGEND

EXISTING PROPERTY LINE

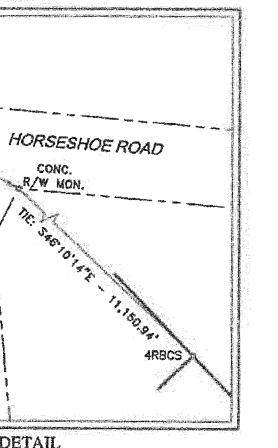
ADJOINER PROPERTY LINE REBAR FOUND

REBAR & CAP FOUND REBAR & CAP SET

EXISTING UTILITY POLE

RBCF RBCS TMP# TAX MAP PARCEL NUMBER

RBF



"TIE" DETAIL SCALE: 1" = 100"

CONC.

R/W MON.

DEVELOPMENT **AUTHORITY OF** RICHMOND COUNTY KALCACIA MAY (180.

4RBCK

PORTION OF TMP# 323-0-039-03-0 [PROPOSED SANITARY SEWER LIFT STATION SITE)

AREA: 1.96 AC.

\$22'41'46"W

67.44

572'01'16"W 265.75

GEORGIA POWER VARIABLE EASEMENT

N43'40'48"W

"41.90"(TIE)

DEVELOPMENT SUBDIVISION

RICHMOND COUNTY 12

Date

BY AUTHORITY OF AUGUSTA PLANNING W DEVELOPMENT DEPARTMENT

# SURVEYOR'S NOTE:

- 1. BASIS OF BEARING IS GEORGIA STATE PLANE GRID, EAST ZONE, NORTH AMERICAN DATUM (NAD '83).
- 2. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
- 3. FIELD MEASUREMENTS FOR THIS SURVEY WERE OBTAINED WITH A TRIMBLE ST ROBOTIC TOTAL STATION AND TRIMBLE R121 GPS EQUIPMENT.
- 4. NO WETLANDS DELINEATION HAS BEEN PERFORMED ON THIS SITE.

PLAT FOR

# AUGUSTA-RICHMOND COUNTY, **GEORGIA**

SHOWING PROPOSED SANITARY SEWER LIFT STATION SITE LOCATED IN THE BOTH G.M.D.

AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1" = 60"

SEPTEMBER 4, 2024





# CRANSTON

452 Ellis Street, Augusta, Georgia 30901 Telephone 706-722-1588 Cranston Engineering.com

# SURVEYOR CERTIFICATION:

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

4RBCS

GE RGIA REGISTERED LAND SURVEYOR 2512



L.S.F. 000039



# **Engineering Services Committee**

March 11, 2025

### Minutes

**Department:** N/A

**Presenter:** N/A

Caption: Motion to approve the minutes of the February 25, 2025 Engineering

Service Committee Meeting.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 

**APPROVED BY:** 



#### **ENGINEERING SERVICES COMMITTEE MINUTES**

Commission Chamber Tuesday, February 25, 2025 1:20 PM

## **PRESENT:**

Commissioner Don Clark, Member Commissioner Jordan Johnson, Member

Commissioner Wayne Guilfoyle, Member

Commissioner Catherine Rice Commissioner Stacy Pulliam Commissioner Tina Slendak Commissioner Brandon Garrett Commissioner Francine Scott Commissioner Tony Lewis

**Mayor Garnett Johnson** 

# **ABSENT:**

# Commissioner Alvin Mason, Member

1. Motion to receive as information the emergency procurement for Cummins Sales and Service to Replace Radiator on Highland Water Treatment Plant Generator at a cost of \$37,506.80.

# Motion to approve

Motion made by J. Johnson, Seconded by Guilfoyle Voting Yea J. Johnson, Clark, Guilfoyle

#### **Motion Carries 3-0**

**2.** Motion to award Bid Item 24-238 for Instrumentation to the Lowest Bidders – FLW Southeast, Inc. and Hydrocal

# Motion to approve

Motion made by J. Johnson, Seconded by Guilfoyle Voting Yea J. Johnson, Clark, Guilfoyle

#### **Motion Carries 3-0**

**3.** Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Bellemeade Landing.

# Motion to approve

Motion made by J. Johnson, Seconded by Guilfoyle Voting Yea J. Johnson, Clark, Guilfoyle

#### **Motion Carries 3-0**

**4.** Motion to increase the funding for approved RFQ #23-263: Task Order Program (2023) for Water and Sewer Infrastructure for Utilities Department (AUD) in the amount of \$6,000,000.00.

# Motion to approve

Motion made by J. Johnson, Seconded by Guilfoyle Voting Yea J. Johnson, Clark, Guilfoyle

#### **Motion Carries 3-0**

5. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Southampton Section 10. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

#### **Motion to approve**

Motion made by J. Johnson, Seconded by Guilfoyle Voting Yea J. Johnson, Clark, Guilfoyle

#### **Motion Carries 3-0**

**6.** Motion to receive as information the emergency procurement for Bearings and Drives to Repair Bearings on #4 Raw Water Pump Station Gearbox at a cost of \$54,848.00

#### **Motion to approve**

Motion made by J. Johnson, Seconded by Guilfoyle Voting Yea J. Johnson, Clark, Guilfoyle

#### **Motion Carries 3-0**

7. Approve supplemental funding to Cranston Engineering in the amount of \$28,550.00 for the James Brown Blvd. Streetscape Project (PI 0013707)-Phase III (Twiggs to Laney Walker) Phase III Improvements Construction Phase Services (CEI). AE / RFQ 16-216

# Motion to approve

Motion made by J. Johnson, Seconded by Guilfoyle Voting Yea J. Johnson, Clark, Guilfoyle

#### **Motion Carries 3-0**

**8.** Motion to approve the first amendment to the October 15, 2024, Intergovernmental Agreement between Augusta, Georgia and the City of Blythe, Georgia for Hurricane Helene debris removal.

# Motion to approve

Motion made by J. Johnson, Seconded by Guilfoyle Voting Yea J. Johnson, Clark, Guilfoyle

#### **Motion Carries 3-0**

9. Approve Emergency Procurement of Midco Diving and Marine Services, Inc.

# Motion to approve

Motion made by J. Johnson, Seconded by Guilfoyle Voting Yea J. Johnson, Clark, Guilfoyle

#### **Motion Carries 3-0**

10. Motion to approve the February 11, 2025 Engineering Services Committee Meeting minutes.

# Motion to approve

Motion made by J. Johnson, Seconded by Guilfoyle Voting Yea J. Johnson, Clark, Guilfoyle

#### **Motion Carries 3-0**

**11.** Discussion regarding a community stakeholder prepared to provide 50% of funding, with the City of Augusta supplementing the other 50% to refurbish the landscaping and

Item 8.

trees within the gateway of Wheeler Road from I-20 through the Bobby Jones corr (Requested by Mayor Garnett Johnson)

Motion to approve

Motion made by J. Johnson, Seconded by Guilfoyle Voting Yea: Johnson Guilfoyle, Clark

**Motion carries** 

3-0