



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, September 17, 2024

2:00 PM

INVOCATION

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

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

RECOGNITION(S)

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

DELEGATION(S)

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

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

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

CONSENT AGENDA

(Items 1-17)

PLANNING

- 1.** **Z-24-31** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Reid Forzley requesting a **rezoning** from **Zone P-1 (Professional/Office) to Zone R-1C (One-family Residential)** affecting property containing approximately 0.17 acre located at **803 Metcalf Street**. Tax Map #035-3-357-00-0 **DISTRICT 3**
- 2.** **SE-24-13** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by Sid Hone on behalf of Greater Apostolic Temple, requesting a special exception to construct a church parking lot affecting properties containing approximately 1.18 acres located at **3002, 3004, and 3006 Green Forest Drive**. Zoned R-1C. Tax Map #118-0-242-00-0, 118-0-243-00-0 and 118-0-244-00-0. **DISTRICT 5**
- 3.** **SE-24-14** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Widespread Properties on behalf of Dennis Rich requesting a special exception to construct one-family detached and attached dwellings affecting property containing approximately 60.99 acres located at **2359 Old McDuffie Road**. Zoned R-1A. Tax Map #083-0-107-03-0. **DISTRICT 5**

ENGINEERING SERVICES

- 4.** Motion to **approve** adding additional funding to the Memorandum of Understanding (MOU) with the Phinizy Center for Water Sciences to pay for continued services at a cost of \$30,000 quarterly, ratify funding for quarters 1 and 2 2024, and to allow extension of the MOU in 2025 as funds are available. **(Approved by Engineering Services Committee September 10, 2024)**
- 5.** Motion to **approve** emergency procured rental equipment (Horizontal Grinder) at “Rent-to-Lease” terms from Vermeer Southeast Sales & Services, Inc. for continuity of Environmental Services Waste Intake Operation and keep Solid Waste Facility in compliance with its regulatory permit Operation & Maintenance requirements. Rent is on monthly basis and lease term is forty-eight (48) months. Monthly rent and lease amount is \$48,000 and \$13,517.25, respectively. AE **(Approved by Engineering Services Committee September 10, 2024)**
- 6.** Motion to **approve** Supplementing Construction Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator for continuation of sediments dredging and including Turknett Spring Sediment Basin area. Also approve supplemental funding in the amount of \$644,000.00 for Turknett Spring Sediment Basin dredging activities. AE/ RFP 20-224 **(Approved by Engineering Services Committee September 10, 2024)**
- 7.** Motion to **approve** the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$61,580 for James Brown (Twiggs to Laney Walker) Phase III Improvements Project. MEG assigned to James Brown Phase III construction. AE/ RFP 19-179 **(Approved by Engineering Services Committee September 10, 2024)**
- 8.** Motion to **approve** supplemental funding (SA2) for continued roadway pavement assessment & asset Inventory data verification and analysis to Infrastructure Management Services (IMS) in the amount of \$189,000.00 for Augusta Roadway Infrastructure Pavement System Assessment and Preventive Maintenance Solutions Professional Services Agreement. AE/ RFQ 21-242 **(Approved by Engineering Services Committee September 10, 2024)**
- 9.** Motion to **approve** the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Hearthstone Commons. **(Approved by Engineering Services Committee September 10, 2024)**
- 10.** Motion to **approve** the purchase through a sole source procurement for the replacement of Richmond County’s Rhythm In-Sync Adaptive Signal Timing System for next phase of the TIA Intelligent Transportation System project. Approve funds in the amount of \$567,574.92. Requested by the Augusta Engineering & Solid Waste Department. **(Approved by Engineering Services Committee September 10, 2024)**
- 11.** Motion to **approve** the sole source purchase of 2 – Verderflex Hose Pumps in the Amount of \$27,410.00 from J.H. Wright & Associates. **(Approved by Engineering Services Committee September 10, 2024)**
- 12.** Motion to **approve** beginning the process to procure the traffic control chain curtain device as displayed by the Traffic Engineer and to reopen Olive Road immediately. **(Approved by Engineering Services Committee September 10, 2024)**

PUBLIC SAFETY

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

- 14.** Motion to **accept** two grant awards from Discretionary Community Project Grants- Office of Justice. RCSO Body Worn Camera program Awarded: **\$690,000.00**; RCSO Crisis Intervention Team (CIT) Initiative Awarded: \$317,000.00 (**Approved by Public Safety Committee September 10, 2024**)
- 15.** Motion to **approve** Inmate Telephone Contract Addendum E. (**Approved by Public Safety Committee September 10, 2024**)
- 16.** Motion to **approve** the purchase of Latent workstation for the Richmond County Sheriff's Office via Sole Source Procurement. (**Approved by Public Safety Committee September 10, 2024**)

PETITIONS AND COMMUNICATIONS

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

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 18-33)

PUBLIC SERVICES

- 18.** A.N. 24-40 - **New Location: Ricky Patel for Siya Ram Investments GA, LLC, BDA Sparks by Hilton** requesting **Beer and Wine consumption on premises with Sunday Sales** located at 1050 Claussen Road. District 7, Super District 10 (**Lack committee quorum**)
- 19.** A.N. 24-41 – **Existing Location, New Ownership: Retail Package for Beer and Wine, Sarita Gammage** Applicant for **Prabish Foodmart1, Inc. DBA Prabish Food Mart** located at 1675 Olive Road. District 1, Super District 9 (**Lack meeting quorum**)
- 20.** A.N. 24-42 – **Existing Location, New Ownership: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, Joseph Tankersley** applicant for Tanksaug, LLC, DBA Tanks Bar & Grill located at 215 Tenth Street. District 1, Super District 9. (**Lack meeting quorum**)
- 21.** **Motion to approve A.N. 24-43** – **New Location: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, Alesia Council for The Patio1, LLC**, located at 2417 Milledgeville Road. District 2, Super District 9. (**Requested by Commissioner Bobby Williams**)
- 22.** A request by **Amy Grier** for **Massage Operator's License, Garden City Wellness** in connection with existing Bliss Salon located at 1432 Monte Sano Avenue. District 2, Super District 9. (**Lack meeting quorum**)
- 23.** **Approve** the Daniel Field Airport Amended FY2024 Tentative Allocation of \$2,750,000 State funding and approve Mayor Johnson signing the acceptance letter of this tentative allocation. (**Lack meeting quorum**)

- 24.** **Approve** the Daniel Field Airport FY2025 Tentative Allocation of \$1,841,331 FAA & State (GDOT) funding and approve Mayor Johnson signing the acceptance letter of this tentative allocation. **(Lack meeting quorum)**
- 25.** Motion to **approve** instructing the Planning and Development Department to review and offer amendments to the Historic Preservation Ordinance, Bylaws and Guidelines as it pertains to appeals. **(Requested by Commissioner Sean Frantom)**

ADMINISTRATIVE SERVICES

- 26.** Receive as information the emergency request for the repairs of the two air handler units located at the Richmond County Sheriff's Office in the amount of \$35,428.00 by Augusta Chiller Service. **(Lack committee quorum)**
- 27.** Request to approve the sole source procurement from Critical Components Services in c/o with Schneider Electric for the installation of 32 new generator batteries and the replacement of 16 existing generator power batteries at E911 Emergency Services Department in the amount of \$42,174.00. **(Lack committee quorum)**
- 28.** Receive as information the emergency request for the assessment and corresponding drawings for the Augusta Riverwalk electrical distribution and lighting systems in the amount of \$84,500.00 by Johnson Laschober & Associates, P.C. **(Lack committee quorum)**
- 29.** Motion to **approve** the award of bid #24-214, Animal Control Center – Floor Replacement in the amount of \$87,000.00 to be performed by Riley Contracting, Inc. **(Lack committee quorum)**
- 30.** Motion to **approve** utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of a 2025 Ford F350, at a total cost of \$77,680.50 from Allan Vigil Ford for the Recreation Department. **(Lack committee quorum)**
- 31.** Motion to approve the Second Amendment to the Agreement, dated January 28, 1985, between the Church of the Good Shepherd of Augusta, and Augusta, Georgia, the Augusta, Richmond County Public Library and the Scott B. and Annie P. Appleby Trust.

FINANCE

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

LEGAL MEETING

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



Commission Meeting

September 17, 2024

Years of Service

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! 2024 August Years of Service (YOS) 25–50-year recipients.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



HUMAN RESOURCES DEPARTMENT

Suite 400 - Municipal Building
535 Telfair Street - Augusta, GA 30901
Phone (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov

August 22, 2024

Department Directors & Elected Officials,

The Commission on June 16, 2009, adopted the Augusta-Richmond County Employee Incentive Awards Program (EIAP). The program provides a number of initiatives that have been designed to show our appreciation for our dedicated and loyal employees. The ability to recognize and honor our employees' longevity has been established through our new Years of Service (YOS) program. A complete description of the EIAP and its operating procedures is located on the Human Resources site at http://augwebv017:8080/EmployeeResources/hrcitynet/default.aspx.

We are pleased to advise you that for the month of August 2024, the following employee(s) have attained their anniversary date in recognition of 25-50 years of dedicated service and are now eligible to receive their Years of Service pin and plaque:

Table with 4 columns: FIRST, LAST, DEPARTMENT, YOS. Rows include SHAD JOHNSON (FIRE DEPARTMENT, 30), BARRY SMITH (ENGINEERING, 30), ARLENE NEW (CENTRAL SERVICES, 35), ALVIN TAPLEY (ENGINEERING, 35), WILLIAM MCCARTY (SHERIFF'S OFFICE, 35), NATHANIEL GOODWIN (SHERIFF'S OFFICE, 35), DAVID HOLMES (RCCI, 40).

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for Tuesday, September 17, 2024, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. All the persons to be recognized should be in the Commission Chambers by 1:45 p.m.

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 826-1376 or via e-mail at tbacote@augustaga.gov, by Friday, September 13, 2024, 12:00 Noon. Your support and cooperation are much appreciated.

With regards,
Anita Rookard, HR Director
/tnb

- cc: Mayor Garnett Johnson
Takiyah A. Douse, Interim Administrator
Lena Bonner, Clerk of Commission



Commission Meeting

September 17, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Messrs. Bob Young and Don Clark regarding final report on State Veterans Cemetery Augusta.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

FINAL REPORT
STATE VETERANS CEMETERY, AUGUSTA
By Bob Young and Don Clark
September 2024

Five years ago this Commission summoned us to these chambers to give us an assignment. That task was to acquire a state veterans cemetery for Augusta. We immediately picked up the torch and ran with it. Not even COVID could slow us down.

The Georgia Board of Veterans Services joined us in approaching the Veterans Administration for a construction grant for a cemetery on the Gracewood property in South Augusta.

We met with the governor and worked with the State Properties Commission to reserve more than 200 acres for this project. As part of those discussions, the City agreed to construct an access road off Tobacco Road and to assist with demotion, totaling nearly 2.5 million dollars.

The Georgia Legislature included in its annual budget one million dollars as a down payment on a Veterans Administration grant. Working closely with the offices of Senators Ossoff and Warnock and Congressman Allen we aggressively pursued federal funds in the amount of ten million dollars.

While Georgia's application for a cemetery in Augusta was warmly received, it faced strong headwinds at the VA. The obstacle that was impossible to overcome was the requirement that cemeteries funded in the grant program be more than 75 miles from an existing cemetery. Unfortunately, Augusta is too close of cemeteries in Milledgeville, Georgia and Ft. Jackson, South Carolina.

Don and I pressed our Congressmen to include the cemetery as an earmark, a form of stand alone funding. However, there is no budget line to which to tie a veterans cemetery outside of the VA grant program.

Having been rebuffed by the VA, we turned out attention to the Georgia Capitol. The governor's staff urged us to work with the Legislature to let the funding originate there. We took two busloads of local veterans to lobby lawmakers on behalf of the cemetery. And, working through our local delegation, presented testimony to House and Senate Committees.

However, no appropriation passed through either chamber. The unofficial feedback we received was that if the state paid for a cemetery in Augusta, then it would set a precedent for other communities wanting a veterans cemetery.

The time consumed by all of this work over the last five years has resulted in the estimated cost of the cemetery rising from ten million dollars to twelve million dollars. And, if work were not to begin for another year or two, the estimate will rise to thirteen million dollars.

Our half a decade of work brings us back to the Augusta Commission with two questions you must answer:

- 1) As a matter of public policy, do you want a state veterans cemetery in Augusta?
- 2) If so, are you willing to pay for construction?

As your advocates for this project, we ask you to answer the first question in the affirmative.

As to the second point, we urge you to consider the cemetery as an infrastructure item in your next round of SPLOST, and to include thirteen million dollars to fund it.

Allow me to explain why this would be a good investment for Augusta.

Augusta is no stranger to partnerships with the state. Recently, you used the URA to build a fourteen-million-dollar parking deck for the Board of Regents.

For your investment in the veterans cemetery, the Georgia Department of Veterans Services will construct the cemetery on the state property that is reserved at Gracewood. The cemetery will be owned and operated in perpetuity of GDVS.

The cemetery will be a revenue generator for the City. The cemetery will provide local jobs and procurement opportunities, as well as be a draw for visitors.

Unlike other SPLOST projects like roads, bridges, parks, etc, the City will have no liability – financial, maintenance or otherwise – to support the cemetery. It will function as a state entity on state property, just like Augusta University.

Additionally, the Veterans Administration has assured GDVS that it would treat this locally funded cemetery the same as one built under the grant program, allowing GDVS to receive reimbursements for interments and grants for expansion.

So, this is where we are, five years to the month after being given this assignment. Believe me, we've looked under every rock for funding. We've come full circle.

Don and I thank you for this opportunity to have served you and the veterans in the CSRA.



Commission Meeting

September 17, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Janet M. Small regarding the lack of an Electric Utility Company's Service Center in Augusta and the price of apartment rentals.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting	9-17-24
<input type="checkbox"/> Public Safety Committee	Date of Meeting	
<input type="checkbox"/> Public Services Committee	Date of Meeting	9-17-24
<input type="checkbox"/> Administrative Services Committee	Date of Meeting	
<input type="checkbox"/> Engineering Services Committee	Date of Meeting	
<input type="checkbox"/> Finance Committee	Date of Meeting	

Contact Information for Individual/Presenter Making the Request:

Name: Janet M. Small
 Address: 2133 Anderson Rd
 Telephone Number: 219. 580-9583
 Fax Number: _____
 E-Mail Address: _____

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

- 1- Lack of Place to go for Electric Bill to dispute any issues. Then being misled by persons in Mayor's office who should know of City
- 2- That Gov. Kemp Dine where Apt limit Ask you to MAKE 3X RENT illegal AS of July yet being don

Please send this request form to the following address:

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

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



Commission Meeting

September 17, 2024

Ms. Jo A. Nash-Conner

Department:	N/A
Presenter:	N/A
Caption:	Ms. Jo A. Nash-Conner to discuss the issues surrounding the Marina where I live.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

- Commission Date of Meeting SEP-17, 2024
- Public Safety Committee Date of Meeting _____
- Public Services Committee Date of Meeting _____
- Administrative Services Committee Date of Meeting _____
- Engineering Services Committee Date of Meeting _____
- Finance Committee Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: JO A. NASH - CONNER

Address: 1 5TH STREET MARIAN

Telephone Number: 706-910-4670

Fax Number: _____

E-Mail Address: _____

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

TO DISCUSS THE ISSUES SURROUNDING THE MARINA
WHERE I LIVE.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

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



Commission Meeting

September 17, 2024

Item Name: Z-24-31

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-24-31</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Reid Forzley requesting a rezoning from zone P-1 (Professional/Office) to zone R-1C (One-family Residential) affecting property containing approximately 0.17 acre located at 803 Metcalf Street. Tax Map #035-3-357-00-0
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: September 4, 2024
Case Number: Z-24-31

Applicant: Reid Forzley
Property Owner: Reid Forzley
Property Addresses: 803 Metcalf St
Tax Parcel No(s): 035-3-357-00-0
Current Zoning: P-1 (Professional)
Fort Eisenhower Notification Required: N/A
Commission District 3: Catherine Smith McKnight
Super District 10: Wayne Guilfoyle



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from P-1 (Professional) to R-1C (One-Family Residential)	Single-Family Home	Section 11

SUMMARY OF REQUEST:

The petition seeks to rezone 0.17 acres. The property contains a single-family residence that is approximately 1,423 square feet and was built in 1929. The request to change the zoning from P-1 (Professional) to R-1C (One-Family Residential) is to continue to utilize the property as residential.

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan update, the property is located within the Old Augusta character area. The Comprehensive Plan recommends that this area “maintain an enhance its historic character and unique mix of land uses while maintaining stability in established neighborhoods”.

FINDINGS:

1. The property was rezoned in 1987 from R-1C (One-Family Residential) to P-1 (Professional) to establish a dental laboratory.
2. According to Section 11-1(b), every lot in the R-1C zone shall have a minimum width of sixty (60) feet and a minimum area of 6,000 square feet.
3. The property is approximately fifty (50) feet wide and approximately 7,405 square feet in area.
4. The property is located right outside of the Historic Summerville area and is part of the Harrisburg neighborhood.
5. Adjacent zoning to this parcel is a mix of B-1 (Neighborhood Business) and R-1C (One-Family Residential).
6. According to the FEMA Flood Insurance Rate Maps (FIRM), the property is not located within a Special Flood Hazard Area.
7. According to Augusta-Richmond County GIS data, there are no wetlands located on the property.

8. Public water and sewer are present.
9. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, Metcalf Street is considered a local road.
10. As of August 9, 2024, staff has not received inquiries regarding the petition.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- None received at this time

RECOMMENDATION: The Planning Commission recommends **APPROVAL** of the request to rezone from P-1 (Professional) to R-1C (One-Family Residential).

NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

July 22, 2024

To whom it may concern,

I am writing this letter to express my interest and intent to have my property at 803 Metcalf Street in Augusta, Georgia rezoned. My name is Reid Forzley, and I have been the owner of this property since February 2020. Upon preparing to close the sale of my home this month, we discovered that it is zoned as a professional property (P-1). After doing some research, it has been discovered that my property was rezoned in 1987 for professional use. However, it has been sold multiple times since then as a residential property (1992, 1999, 2009, 2020). It is also taxed as a residential property. With that being said, I believe it is simply correcting an error to have this property rezoned as a residential property.

So, with this letter, and the attached required documents, I am hoping that we can fix this error that I have inherited - so that the sale of my home can close. The buyers of my home are getting a VA loan and the VA will not approve until the property is rezoned. I purchased my home from a single family, I lived in my home as part of a single family, and I am selling my home to a single family. It is not a professional property, and it has not been for quite some time. Please consider this when reviewing my application to have this property rezoned from P-1 for professional to R-1 for residential. Thank you.

Respectfully,



Reid Forzley



Planning Commission
Z-24-31
September 4, 2024
803 Metcalf Street

Aerial

Legend

 **Subject Property**

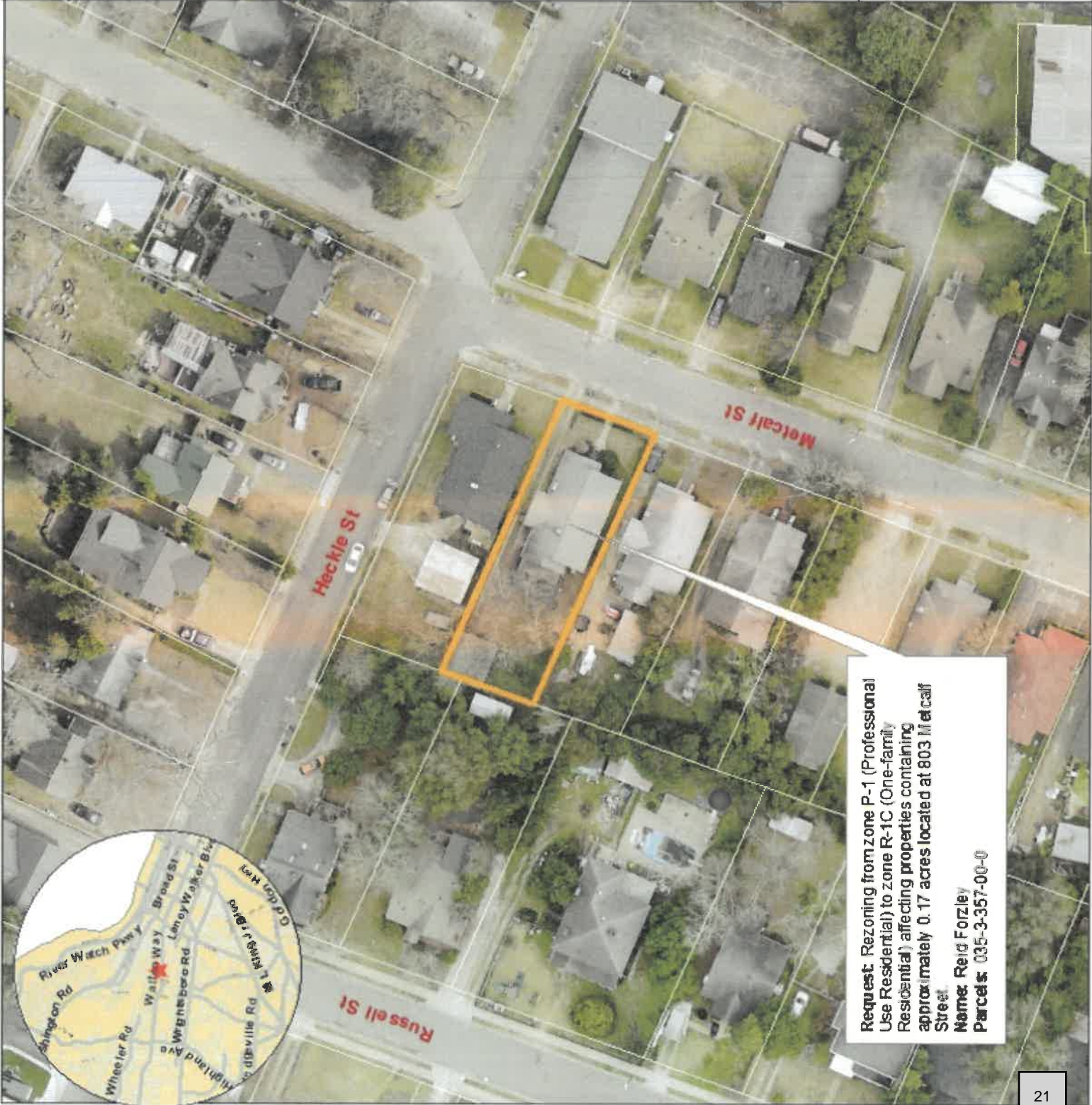


Produced By: City of Augusta
 Planning & Development Department
 835 Telfair Street Suite 300
 Augusta, GA 30901
 823/2024 4722176

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Item 1.



Request: Rezoning from zone P-1 (Professional Use Residential) to zone R-1C (One-family Residential) affecting properties containing approximately 0.17 acres located at 803 Metcalf Street.
Name: Reid Forzley
Parcels: 035-3-357-00-0







Planning Commission
Z-24-31
September 4, 2024
803 Metcalf Street

Current Zoning

Legend

 Subject Property

Zoning Classification

-  B-1: Neighborhood Business
-  B-2: General Business
-  P-1: Professional Residential
-  R-1B: One Family Residential
-  R-1C: One Family Residential
-  R-3C: Multiple-Family Residential

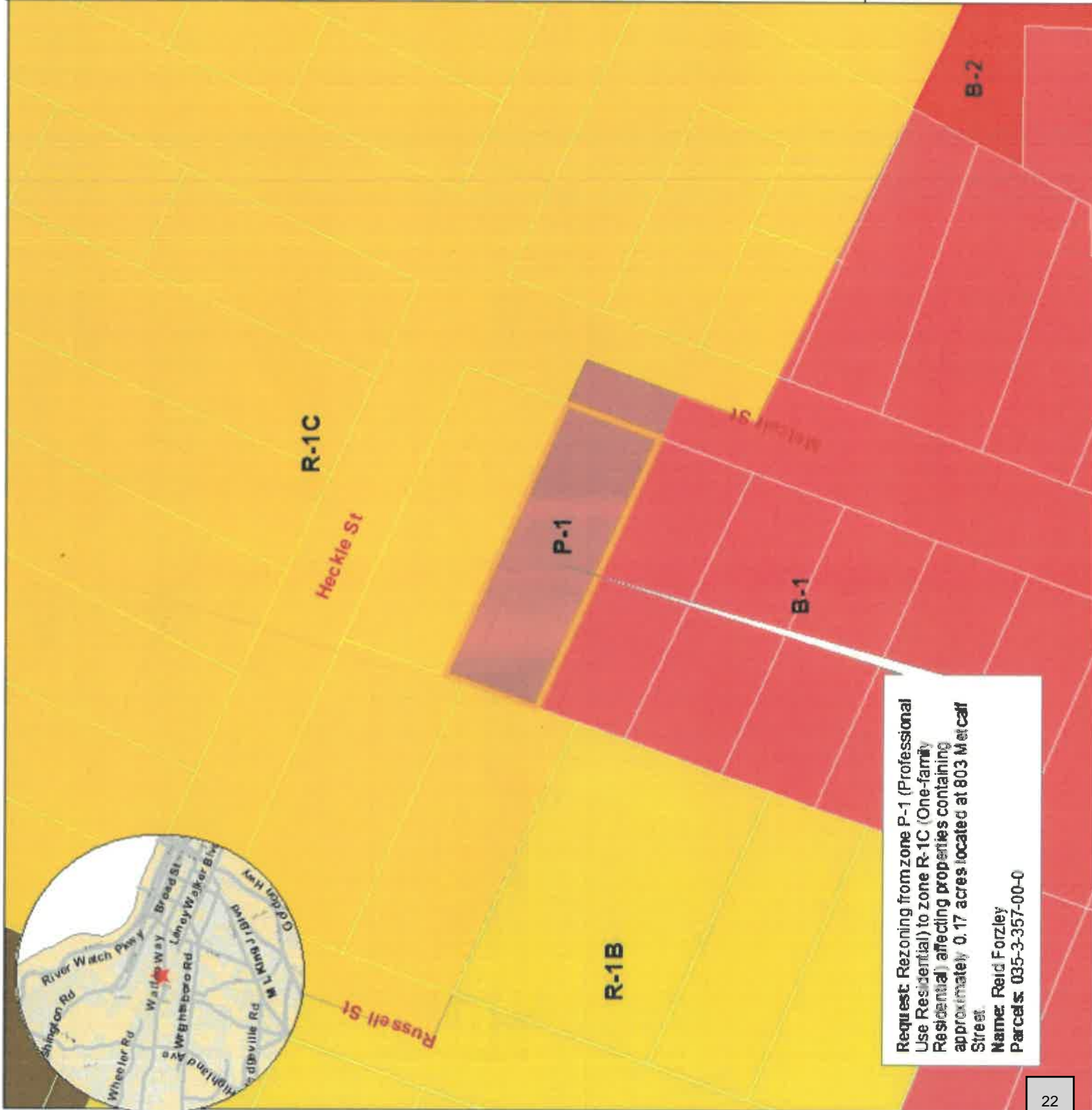


Produced By: City of Augusta
 Planning & Development Department
 535 Telfair Street Suite 300
 Augusta, GA 30901
 8/29/2024 c723178

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Item 1.



Request: Rezoning from zone P-1 (Professional Use Residential) to zone R-1C (One-family Residential) affecting properties containing approximately 0.17 acres located at 803 Metcalf Street.
Name: Reid Forzley
Parcels: 035-3-357-00-0

Planning Commission
Z-24-31
September 4, 2024

803 Metcalf Street

Future Zoning

Legend

 Subject Property

Zoning Classification

 B-1: Neighborhood Business

 B-2: General Business

 P-1: Professional

 R-1B: One Family Residential

 R-1C: One Family Residential

 R-3C: Multiple-Family Residential

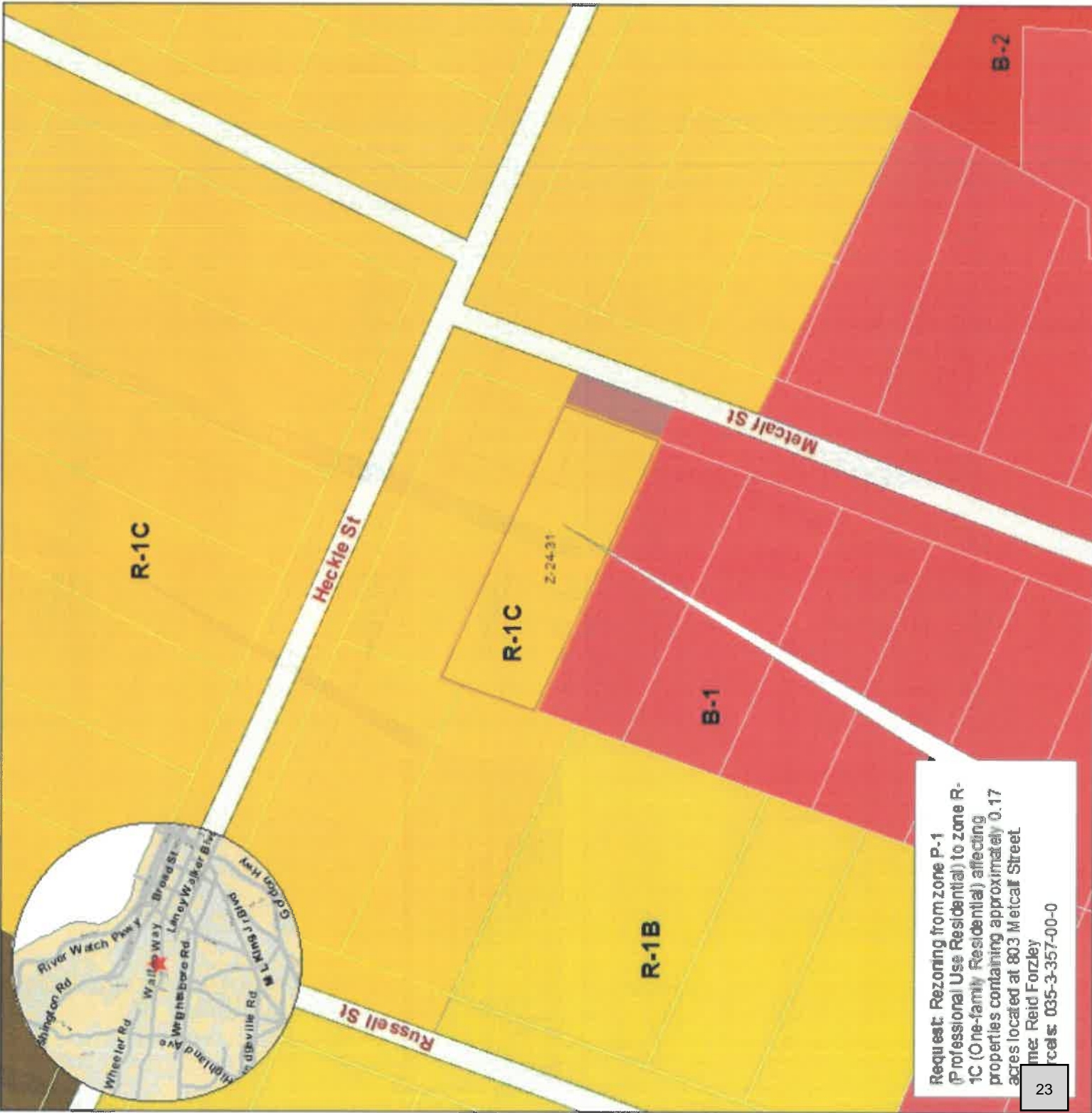


Produced By: City of Augusta
 Planning & Development Department
 535 Telfair Street Suite 300
 Augusta, GA 30901
 820.2026 or 221.178

This data was prepared on 08/29/2024. It may have been updated by the user without notification. Accuracy of information shown does not warrant information or any other services provided by the City of Augusta, Georgia. This information is provided for informational purposes only and is not intended to be used for any other purpose. The City of Augusta is not responsible for any errors or omissions in this information. All other information is the property of the City of Augusta, Georgia. All other information is the property of the City of Augusta, Georgia.



Item 1.



Request: Rezoning from zone P-1 (Professional Use Residential) to zone R-1C (One-family Residential) affecting properties containing approximately 0.17 acres located at 803 Metcalf Street
 Name: Reid Forzley
 Phone: 035-3-357-00-0



Commission Meeting

September 17, 2024

Item Name: SE-24-13

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	SE-24-13 – A request for concurrence with the Augusta Planning Commission to DENY a petition by Sid Hone on behalf of Greater Apostolic Temple, requesting a special exception to construct a church parking lot affecting properties containing approximately 1.18 acres located at 3002, 3004, and 3006 Green Forest Drive. Zoned R-1C. Tax Map #118-0-242-00-0, 118-0-243-00-0 and 118-0-244-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Denial
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: September 4, 2024
Case Number: SE-24-13

Applicant: Sid A. Hone
Property Owner: Greater Apostolic Temple
Property Addresses: 3002, 3004, & 3006
Green Forest Drive
Tax Parcel No(s): 118-0-242-00-0, 118-0-243-00-0, & 118-0-244-00-0
Current Zoning: R-1C (One-Family Residential)
Fort Eisenhower Notification Required: N/A
Commission District 5: Bobby Williams
Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Church Parking Lot	Section 11-2 and Section 26-1

SUMMARY OF REQUEST:

The applicant is requesting a special exception to establish a church parking lot in a residential neighborhood.

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan update, the property is located within the Old Augusta character area. The Comprehensive Plan recommends that this area “maintain and enhance its historic character and unique mix of land uses while maintaining stability in established neighborhoods”.

FINDINGS:

1. The properties are located at the beginning of the Green Forest Village subdivision.
2. The properties are currently zoned R-1C (One-Family Residential).
3. The properties located at 3004 and 3006 Green Forest Drive each have an open code enforcement case for their use not being allowed by right in their current zoning.
4. According to Section 11-2(b) “public parking areas, when located and developed as in Section 4 and where the area adjoins a use other than provided for in the R-1 Zone, provided such transitional use does not extend more than one hundred (100) feet from the boundary of the less restricted one”.
5. The proposed parking lot is less than one hundred (100) feet away from the adjoining R-1C property – approximately zero (0) feet away.

6. According to Section 26-1 “special exceptions may be permitted in any zone where such uses are deemed essential or desirable to the public convenience or welfare and are in harmony with the various elements or objectives of the Master Plan/Planning Document in effect”.
7. The establishment of a church parking lot at the beginning of a residential neighborhood is not essential or desirable to the public convenience. Additionally, it is not in alignment with the various elements or objectives of the Comprehensive Plan.
8. As of August 26, 2024, staff has received many complaints from the community regarding this petition.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- None received at this time

RECOMMENDATION: The Planning Commission recommends **DENIAL** of this special exception to establish a church parking lot as it does not comply with Section 11-2(b), nor Section 26-1 of the Comprehensive Zoning Ordinance.

NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

LETTER OF INTENT

Greater Apostolic Holy Temple Church
3443 Morgan Rd.
Hephzibah, GA. 30815

Date: May 26, 2024

Planning Division
515 Telfair Street, Suite 300
Augusta, GA. 30901

Dear Planning Division,

This letter is to inform you that our intent is to have three houses demolished. Those house are located at the following addresses: 3002, 3004, and 3006 Green Forest Drive. Following the demolition of the houses at those addresses, it is also our intention to have a parking lot constructed where those houses previously existed but were demolished. The tentative date of demolition of the above houses will take place in the month of November 2024, with the construction of the parking lot to follow shortly thereafter.

Respectfully Yours,

Sid Hone (Chairman of the Deacon Board)

June 10, 2024

Subject: Authorization to Proceed with Demolition for Parking Lot Development

To Whom It May Concern:

As we continue to grow and accommodate our congregation and visitors, it is imperative that we provide adequate parking facilities to ensure accessibility and convenience for all attending our services.

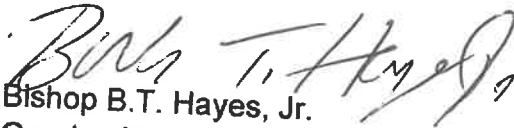
Following our recent discussions and the approval from the church's property management committee, I hereby authorize Sid Hone to move forward with the demolition of the three properties owned by Greater Apostolic Holy Temple.

This action is the first and necessary step towards developing a new parking lot that will cater to the needs of our church members and guests. The demolition process should be carried out in compliance with all applicable local, state, and federal regulations, ensuring that all procedures are environmentally friendly and considerate of our community's well-being.

Please coordinate with the relevant contractors and city officials to ensure that all necessary permits are acquired before commencing any demolition activities. We trust in your capability to manage this project efficiently, aligning with the church's vision for expansion and community service.

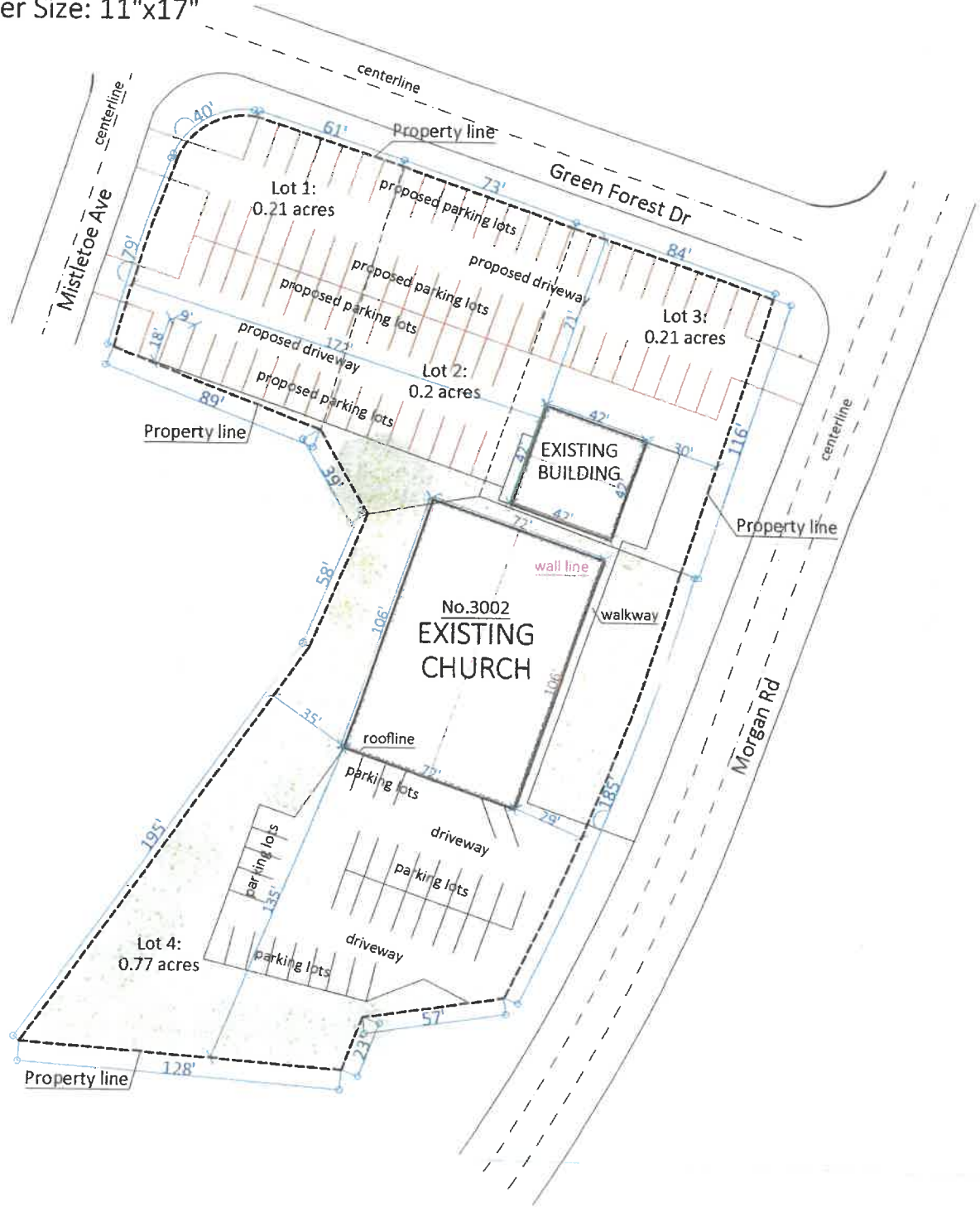
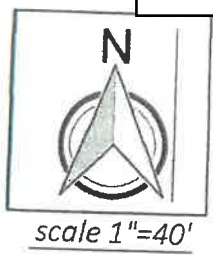
If you require further details or clarification regarding this project, please feel free to reach out to me directly.

Warm regards,


Bishop B.T. Hayes, Jr.
Greater Apostolic Holy Temple, Inc.

SITE PLAN

3002 Green Forest Dr
 Hepzibah, GA 30815
 Parcel ID 1: 118-0-244-00-0
 Lot area 1: 0.21 Acres
 Parcel ID 2: 118-0-243-00-0
 Lot area 2: 0.2 Acres
 Parcel ID 3: 118-0-242-00-0
 Lot area 3: 0.21 Acres
 Parcel ID 4: 118-0-011-04-0
 Lot area 4: 0.77 Acres
 Paper Size: 11"x17"



Item 2.



Planning Commission
SE-24-13
September 4, 2024

3002, 3004, and 3006
Green Forest Drive

Aerial


Legend

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 900
Augusta, GA 30901
87202024 #22178

Item 2.



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Request: A special exception to construct a church parking lot affecting properties containing approximately 1.18 acres located at 3002, 3004, and 3006 Green Forest Drive
Name: Sid Hone on behalf of Greater Apostolic Temple
Parcels: 118-0-242-00-0, 118-0-243-00-0 and 118-0-244-00-0





Planning Commission
SE-24-13
September 4, 2024
3002, 3004, and 3006
Green Forest Drive

Current Zoning

Legend

 Subject Property

Zoning Classification

-  B-1: Neighborhood Business
-  R-1: One Family Residential
-  R-1C: One Family Residential
-  R-MH: Manufactured Home Residential

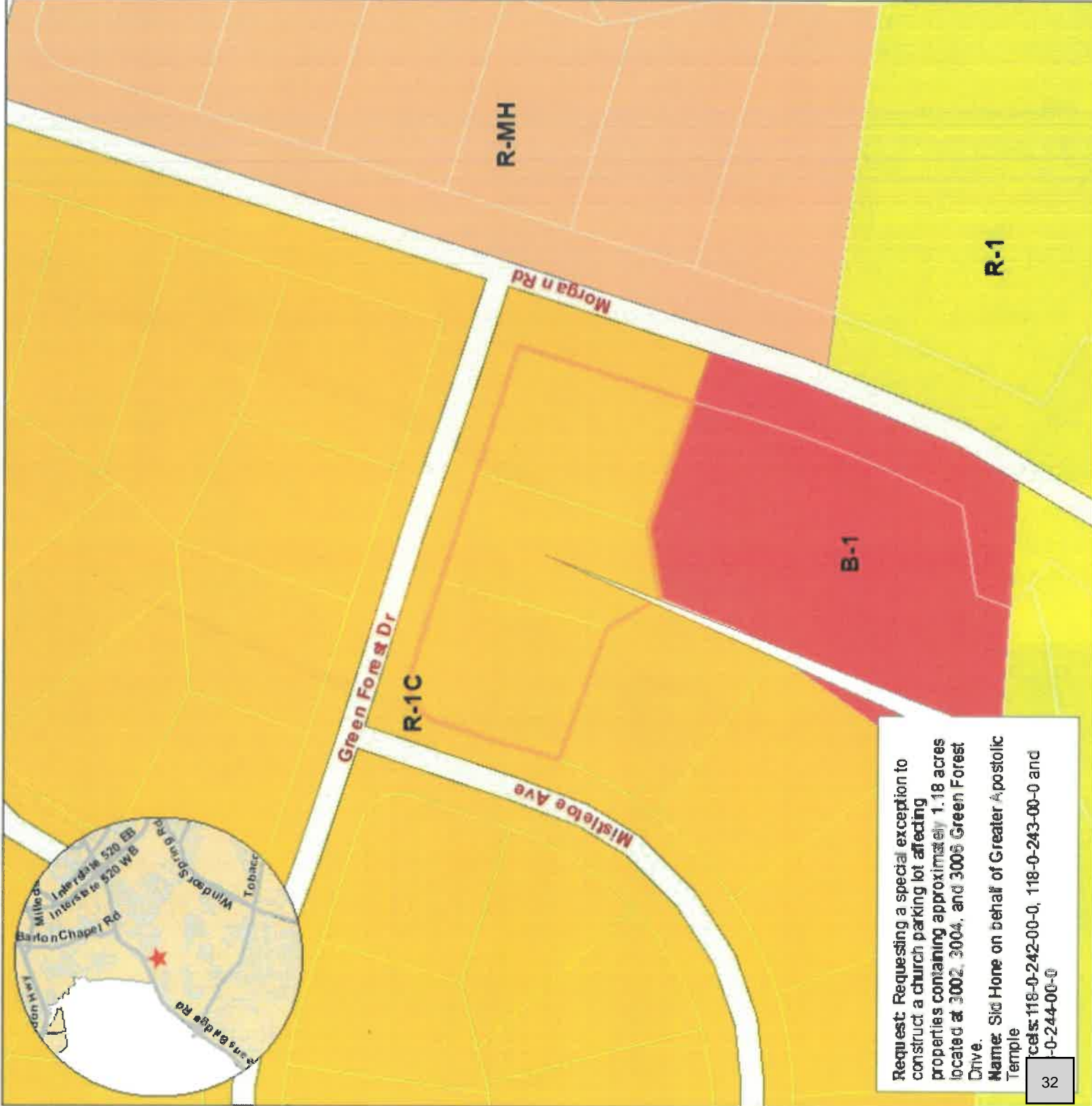


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 Planning & Development Department
 505 Telfair Street Suite 300
 Augusta, GA 30901
 820.202.4422 #22174

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Item 2.



Request: Requesting a special exception to construct a church parking lot affecting properties containing approximately 1.18 acres located at 3002, 3004, and 3006 Green Forest Drive.
Name: Sid Home on behalf of Greater Apostolic Temple
Phone: 118-0-242-00-0, 118-0-243-00-0 and 118-0-244-00-0

**Planning Commission
SE-24-13
September 4, 2024**





**3002, 3004, and 3006
Green Forest Drive**

Future Zoning

Legend

 Subject Property

Zoning Classification

-  B-1: Neighborhood Business
-  R-1: One Family Residential
-  R-1C: One Family Residential
-  R-MH: Manufactured Home Residential

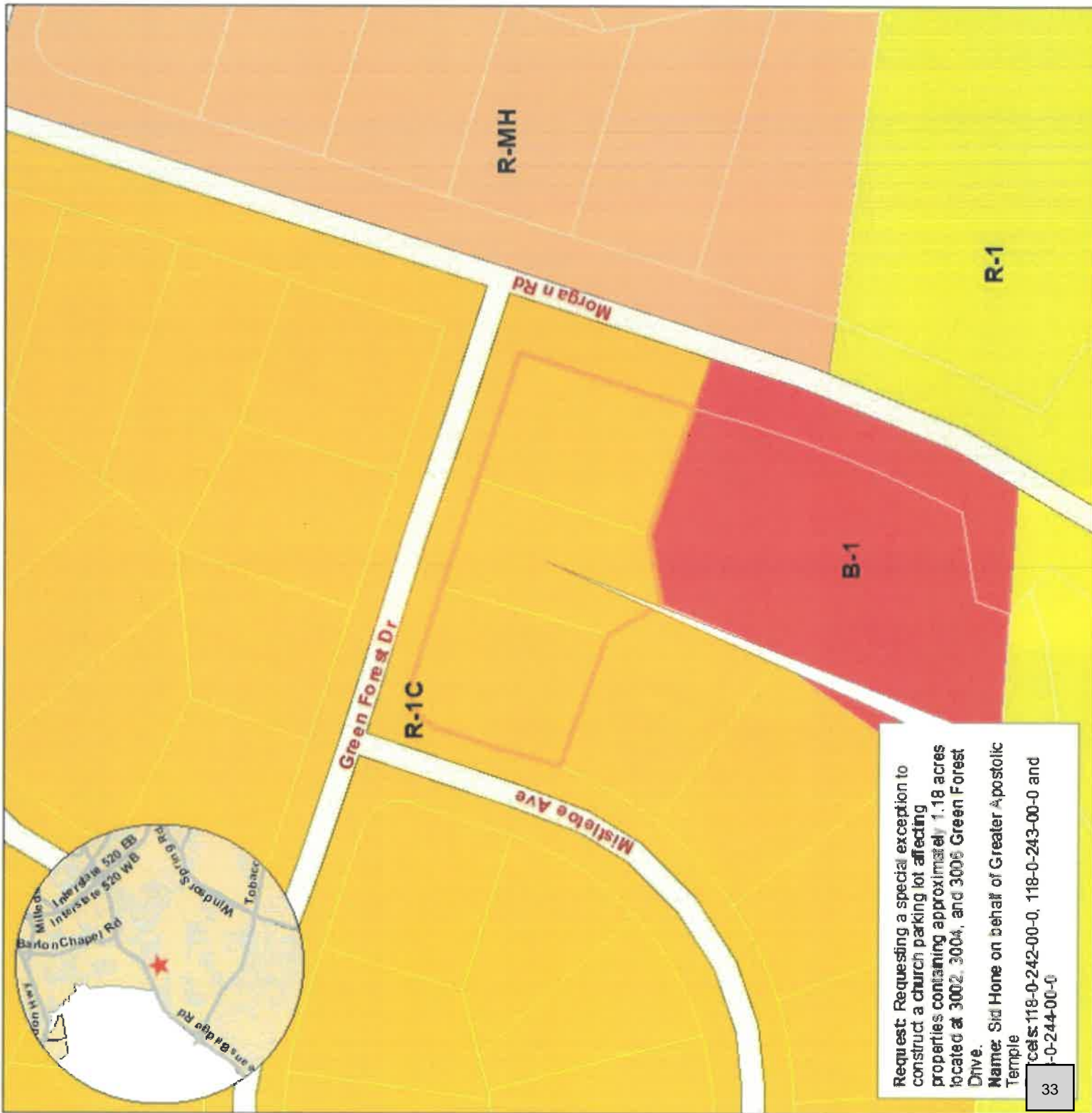


Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
#292024 #2317A

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Item 2.



Request: Requesting a special exception to construct a church parking lot affecting properties containing approximately 1.18 acres located at 3002, 3004, and 3006 Green Forest Drive.
Name: Sid Hone on behalf of Greater Apostolic Temple
Parcel: 118-0-242-00-0, 118-0-243-00-0 and 118-0-244-00-0



Commission Meeting

September 17, 2024

Item Name: SE-24-14

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<p>1. SE-24-14 – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Widespread Properties on behalf of Dennis Rich requesting a special exception to construct one-family detached and attached dwellings affecting property containing approximately 60.99 acres located at 2359 Old McDuffie Road. Zoned R-1A. Tax Map #083-0-107-03-0.</p>
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The minimum lot width shall be 26ft. Maximum number of dwelling units not to exceed 2.8 dwelling units per acre. 2. Sidewalks are required on both sides of the street. 3. Provide “Guest” parking spaces in the townhome section, using 2.5 spaces per dwelling unit. 4. A wetland permit is needed from the U.S. Army Corp of Engineers. 5. A six (6) foot privacy fence must be installed in the rear yards of the homes that abut Old McDuffie Road and I-520. 6. The graveyard site be fenced to prevent encroachment. 7. Should vinyl siding be used on the residences it shall have a 25 -year warranty. 8. Provide a minimum of 3 different facades for single family detached homes not to be adjacent to one another. 9. Shall provide an amenities package to be approved by Planning and Development Director or designated staff. 10. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: September 4, 2024
Case Number: SE-24-14

Applicant: Widespread Properties
Property Owner: Dennis E. Rich
Property Address: 2359 Old McDuffie Road
Tax Parcel No(s): 083-0-107-03-0
Current Zoning: R-1A (One-Family Residential)



Fort Eisenhower Notification Required: N/A
Commission District 5: Bobby Williams
Super District 9: Francine Scott

REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Attached and Detached Homes	Sections 9 & 13

SUMMARY OF REQUEST:

The applicant is requesting a special exception to establish single-family attached and detached dwellings. The parcel is approximately 60.99 acres of undeveloped, wooded land. The concept plan presented with the special exception application proposes the following:

- 74 detached dwellings and 67 attached two-story townhome units that are fee simple
- A density of 2.3 units/acre
- Public road throughout the development with two neighborhood entrances and exits
- A sidewalk on one side of the street
- Parking pads for each unit
- A mail kiosk and open space
- Two stormwater detention ponds
- A 10ft street yard buffer
- A 10ft buffer on the eastern side
- A 40ft buffer on the western side

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2018 Comprehensive Plan the property is located within the South Augusta Character Area. The vision for South Augusta reflects a mix of housing types, preserving suburban-style, single-family

neighborhoods, while medium density residential developments are added in a targeted manner to diversify housing options as utility and transportation infrastructure improves. Underserved neighborhoods are revitalized through infrastructure improvements and public-private-partnerships in new and rehabilitated housing.

FINDINGS:

1. There are no zoning actions impacting the property.
2. The site has access to public water, but not sewer.
3. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
4. According to the Augusta-Richmond County GIS Map Layer there are wetlands located on the property.
5. Public transit is not available near the property on Old McDuffie Road.
6. According to the Georgia Department of Transportation State Functional Classification Map Old McDuffie Road is a major collector.
7. Based on the preliminary traffic impact worksheet, the traffic engineering department has indicated that there will not be a traffic study conducted.
8. The development provides 2 parking spaces per driveway, which totals 148 spaces in the detached section.
9. The development provides 2 parking spaces per driveway, which totals 134 spaces in the attached townhome section, where 168 are required.
10. The development provides 47% open space, where only 25% is required.
11. The adjacent zoning is a mix of B-2 (General Business), LI (Light Industry), A (Agriculture), R-1E (One-Family Residential), and R-1A (One-Family Residential).
12. As of August 26, 2024, staff have not received any inquiries regarding the petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- None received at this time

RECOMMENDATION: The Planning Commission recommends **Approval** of this special exception with the following conditions:

1. The minimum lot width shall be 26ft. Maximum number of dwelling units not to exceed 2.8 dwelling units per acre.
2. Sidewalks are required on both sides of the street.
3. Provide "Guest" parking spaces in the townhome section, using 2.5 spaces per dwelling unit.

4. A wetland permit is needed from the U.S. Army Corp of Engineers.
5. A six (6) foot privacy fence must be installed in the rear yards of the homes that abut Old McDuffie Road and I-520.
6. The graveyard site be fenced to prevent encroachment.
7. Should vinyl siding be used on the residences it shall have a 25 -year warranty.
8. Provide a minimum of 3 different facades for single family detached homes not to be adjacent to one another.
9. Shall provide an amenities package to be approved by Planning and Development Director or designated staff.
10. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

OLD MCDUFFIE TRACT - ZONING NARRATIVE

Current Zoning: R-1A (One-Family Residential)

Request for Special Exception to R-1A zoning

Tax Map No.: 083-0-107-03-0

Special Exception Request

The +/-60.99-acre tract located at 2359 Old Mcduffie Road is currently zoned R-1A. The applicant is requesting for a special exception to allow for a reduction in lot size and a mix of single family attached and detached lots. We believe this request is in accordance with the intent of section 9-2(a) of the Comprehensive Zoning ordinance. The special exception is being requested due to buildable area limitations and to allow for a development more suitable in today's market.

Site Description

The property in its existing condition is undeveloped and the existing terrain elevations indicate moderate fall toward the existing stream and wetlands on-site. A second stream originates at the existing storm sewer outfall near Old Mcduffie Road and flows toward the tributary and wetlands centralized on the property. A wetland delineation was completed by Southern Environmental Group, Inc in June of 2024 and there is no studied flood zone located on the property. Based on the current recorded plat, there is an existing grave site present on the property which will be avoided during development. Water utilities are available along Old Mcduffie Road and the closest access to public sewer is on the high side of the property on Lumpkin Road.

Proposed Development and Design Requirements

The proposed development will consist of a mix of single family detached and attached units. The proposed concept shows 141 lots consisting of 74 – 50' detached lots and 67 – 24' townhome lots. The exact lot widths may vary at the time of development depending on the demand of the market and the home builder once one has been engaged. Access to the property will be provided by a two new entry drives off Old Mcduffie Road. 60' rights-of-ways will be provided with roads measured 31' wide from the back of curb and sidewalk on one side of the street. The concept also shows potential stream impacts to access the smaller portion of property east of the existing stream flowing from Old Mcduffie Road. A nationwide permit will be required to make this crossing if this stream is determined jurisdictional by the USACE. Two detention ponds are expected to be required to control stormwater from the development. A pump station and force main will also be required to access the sewer on Lumpkin Road and water will be extended from Old Mcduffie Road to serve the development.

The development will be designed and developed in accordance with Section 13 of the Comprehensive Zoning Ordinance aside from the maximum density limitations described in Section 9-2(a). The proposed concept shows a density of 2.3 units/acre which is well below the maximum of 4 units/acre.

Conclusion

Due to the nature of the wetlands and streams on-site, approximately 23 acres of property on the northern portion of the site are not accessible without substantial stream or wetland impacts. The existing grave site is also located in the center of most desirable area for development. These buildable area limitations make it difficult to provide a practical and marketable development in accordance with the R-1A zoning. The concept is also consistent with majority of the developments within a mile of the property.

July 29, 2024

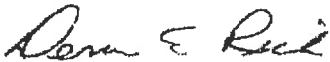
Augusta Planning and Development Department
535 Telfair Street, Suite 300
Augusta, Georgia 30901

RE: Old McDuffie Tract
Special Exemption Request
Augusta, Georgia

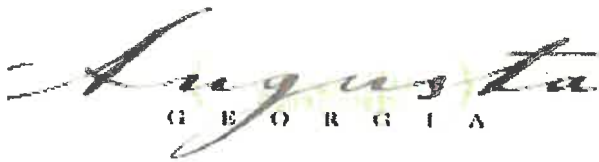
To whom it may concern:

As the owner of the property located at 2359 Old McDuffie Road and identified as Richmond County TMP 083-0-107-03-0, we are submitting this letter of consent to authorize Widespread Properties Land Acquisition, LLC to pursue amendments to the current zoning of the property. If you have any questions or concerns, my contact information is provided below.

Sincerely,



Dennis E Rich
604 Highview Circle
Grovetown, GA 30813
706-799-6173
drich726@bellsouth.net



ENGINEERING DEPARTMENT

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

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 2359 Old Mcduffie Rd

Tax Parcel Number: 083-0-107-03-0

Type of Development (Circle One): *Commercial or Industrial or Residential or Other*

Any new public roadways? (Circle One): *Yes or No*

Proposed Development Less Than 20 Lots (Circle One): *Yes or No; if "Yes", contact Traffic Engineering at 706-821-1850 and ask to speak to the Traffic Operations Manager or Assistant Director prior to completing worksheet.*

Existing streets adjacent to property: 1) Old Mcduffie Road 3) _____
2) _____ 4) _____

Volume on each existing street (AADT): 1) 4700 3) _____
2) _____ 4) _____

Level of Service (LOS) on each street: 1) LOS B (4700<5900) 3) _____
2) _____ 4) _____

Land Use Type / Code (ITE Trip Generation): Single Family Detached Housing / 210 (10th generation)
Multi-Family Low Rise / 220 (10th generation)

Basis for Calculation (sq ft, # units, etc.): 74 SFD units
67 SFA units

Trips Generated by Proposed Development: 1254 trips

Adjusted street volumes based on trips generated:
1) 5954 3) _____
2) _____ 4) _____

Projected Level of Service (LOS) on each street based on trips generated:
1) LOS C (5954>5900) 3) _____
2) _____ 4) _____

Consider existing traffic circle at Milledgeville Rd)

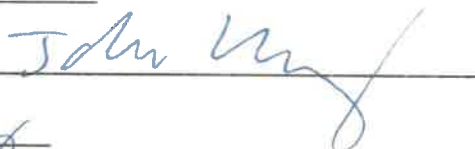
Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

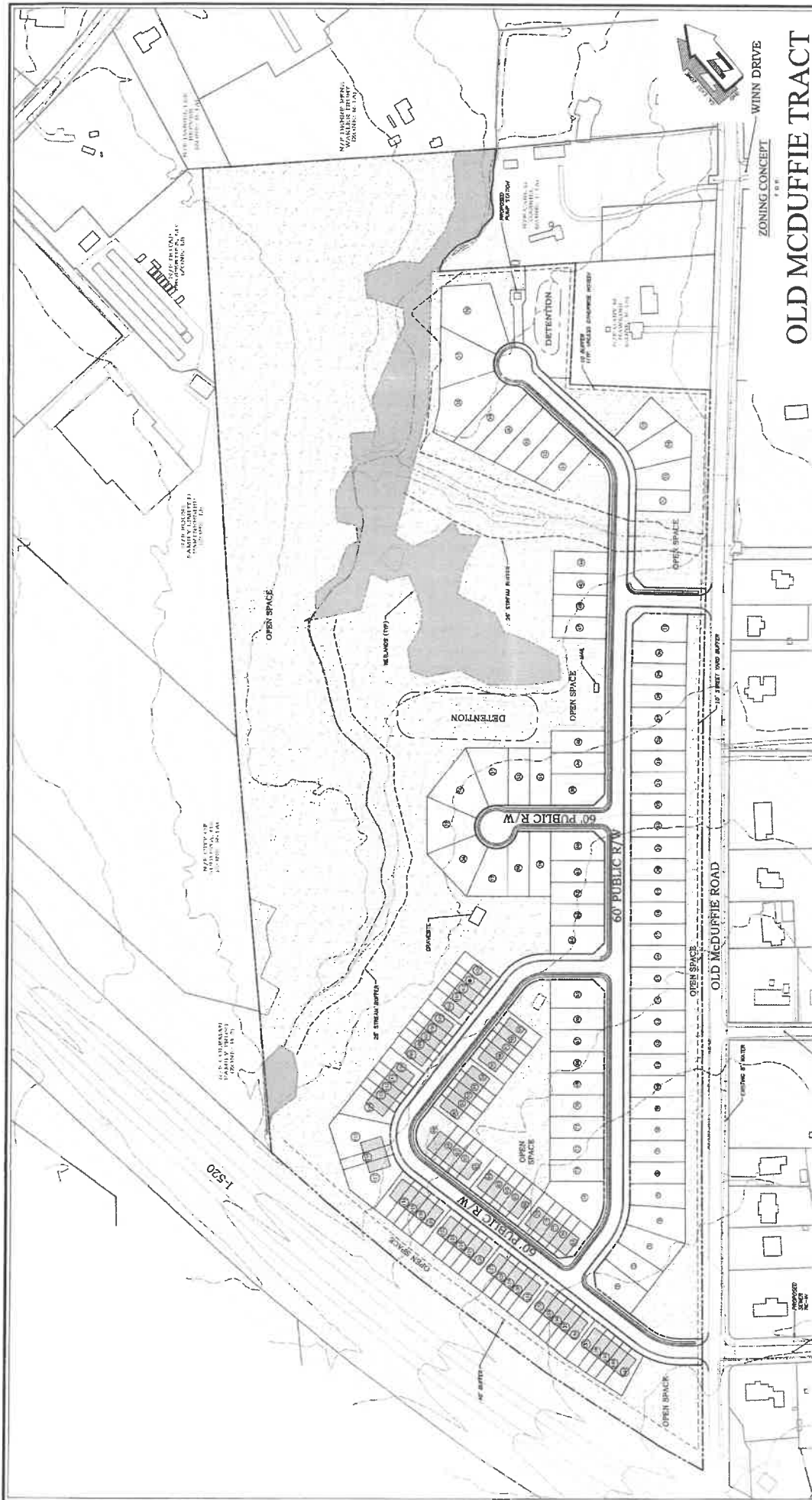
* If there are more than 4 streets affected by proposed zone change and development, include on separate sheet of paper or use a second form.

** Utilize the website <https://gdottrafficdata.drakewell.com/publicmultinodemap.asp> for current volume data.

*** Utilize the website <https://www.fhwa.dot.gov/policyinformation/pubs/pl18003/chap00.cfm> for LOS calculations/tables.

**** Use current edition of the ITE Trip Generation Manuals.

Official Use Only
Does this Rezoning Application require a full Traffic Impact Study/Analysis (TIS/TIA): Y or <input checked="" type="radio"/> N
Date of Review: <u>8-13-24</u>
Signature of Traffic Engineer or Designee: <u></u>
Print Name: <u>John Ussery</u>
Title: <u>Assistant Director.</u>



AUGUSTA, GA
 SCALE 1" = 100'
 SCALE IN FEET
 PREPARED BY



CRANSTON

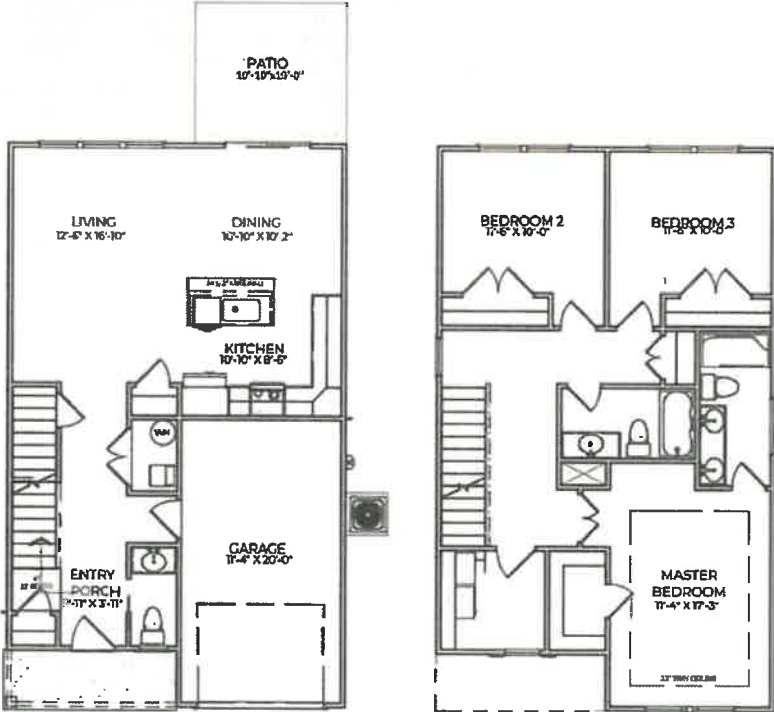
PROJECT INFORMATION

- 1) APPROVALS REQUIRED:
 - 2) CITY OF AUGUSTA
 - 3) STATE OF GEORGIA
 - 4) FEDERAL AGENCY
 - 5) COUNTY BOARD
 - 6) ENVIRONMENTAL
 - 7) HISTORICAL
 - 8) OTHER
- 2) UNIT COUNT:
 - 3) 1 - 24' x 30' TERRACE UNITS
 - 4) 1 - 24' x 30' TERRACE UNITS
- 3) TOTAL AREA:
 - 4) 15.8 AC
 - 5) 15.8 AC
 - 6) 15.8 AC
 - 7) 15.8 AC
 - 8) 15.8 AC
 - 9) 15.8 AC
 - 10) 15.8 AC
 - 11) 15.8 AC
 - 12) 15.8 AC
- 4) DENSITY PER ACRE:
 - 5) 15.8 AC
 - 6) 15.8 AC
 - 7) 15.8 AC
 - 8) 15.8 AC
 - 9) 15.8 AC
 - 10) 15.8 AC
 - 11) 15.8 AC
 - 12) 15.8 AC

UNIT COUNT
 1 - 24' x 30' TERRACE UNITS
 1 - 24' x 30' TERRACE UNITS

COAKS MIDTOWN

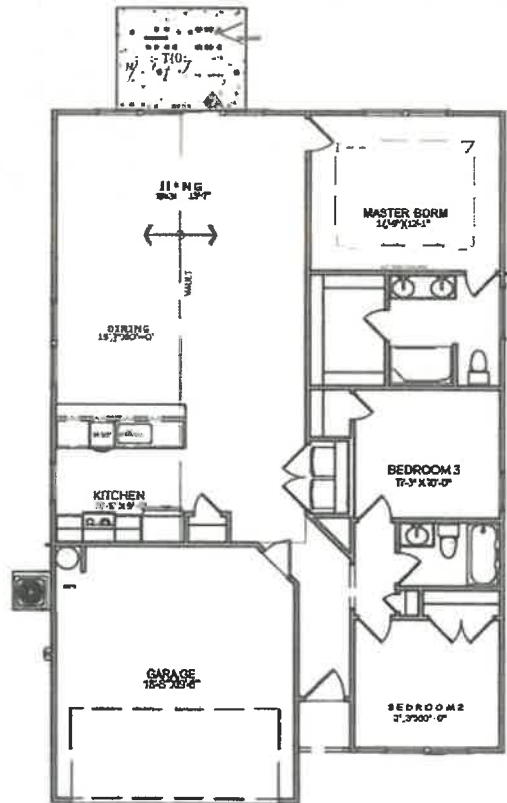
The Willow - 1A



1,917 Total SF
1,619 Heated SF
3 Bed/ 2 1/2 Bath
1 Bay Garage

Disclaimer:
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The Laurel - 1A

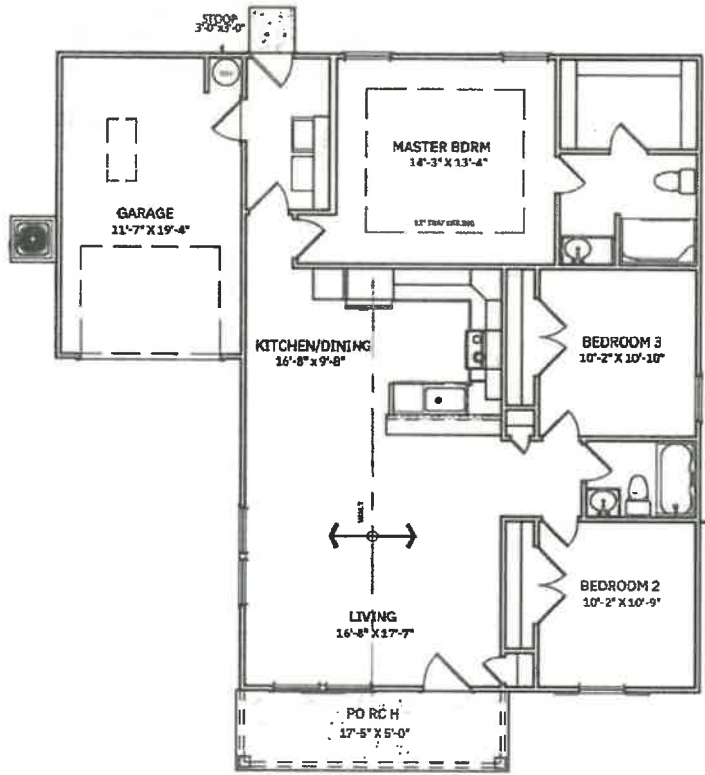


7,854 Total SF
7,457 Heated SF
3 Bed/2 Bath
2 Bay Garage

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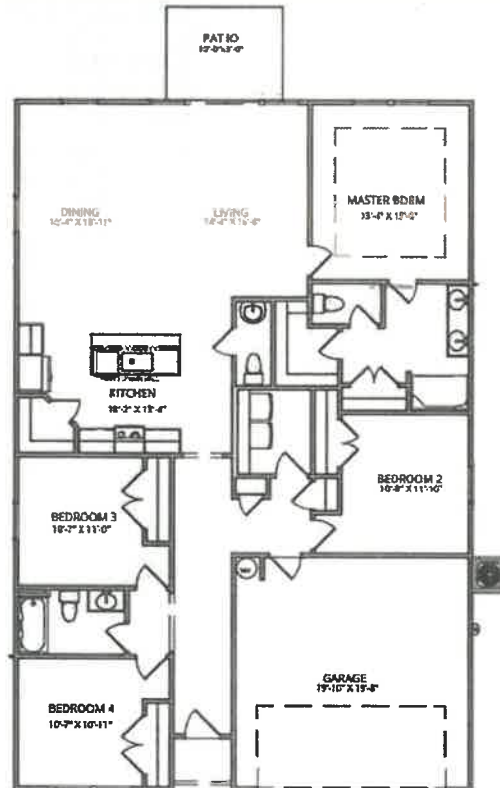
The Marion - 1A



1,611 Total SF
1,270 Heated SF
3 Bed/ 2 Bath
1 Bay Garage

Disclaimer:
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The Myrtle - 1A



2,331 Total SF
1,898 Heated SF
4 Bed/ 2 1/2 Bath
2 Bay Garage

Disclaimer:

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Planning Commission
SE-24-14
September 4, 2024

2359 Old McDuffie Road

Aerial

Legend

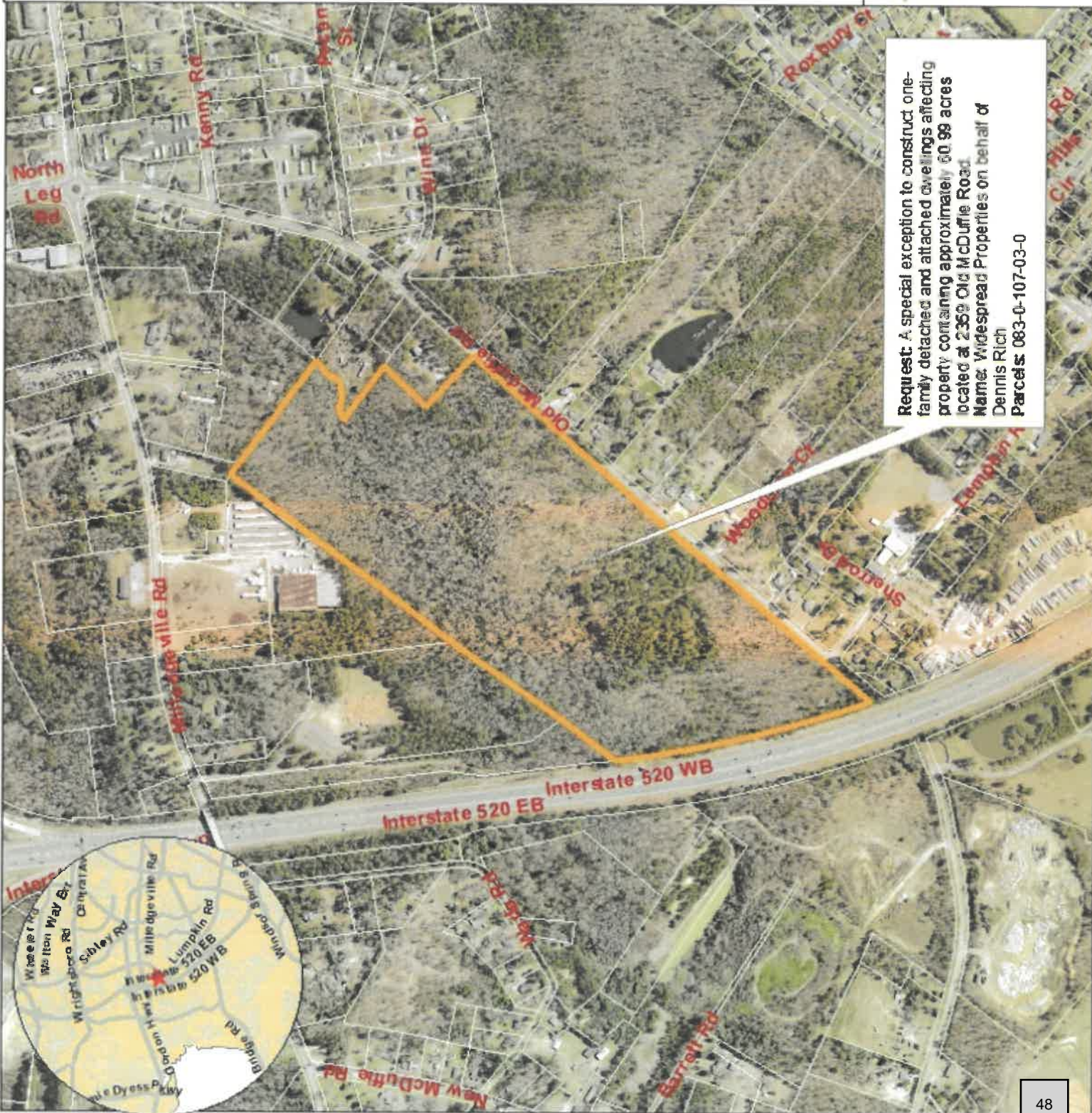
 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
872 92024 #22178

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Item 3.



Request: A special exception to construct one-family detached and attached dwellings affecting property containing approximately 60.99 acres located at 2359 Old McDuffie Road.
Name: Widespread Properties on behalf of Dennis Rich
Parcels: 083-0-107-03-0



Planning Commission
SE-24-14
September 4, 2024

2359 Old McDuffie Road

Current Zoning

Legend

Subjcted Property

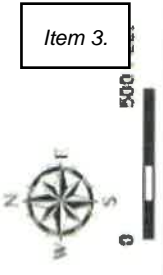
Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- HI: Heavy Industry
- LI: Light Industry
- R-1A: One Family Residential
- R-1B: One Family Residential
- R-1E: One Family Residential
- R-3B: Multiple-Family Residential
- R-MH: Manufactured Home Residential

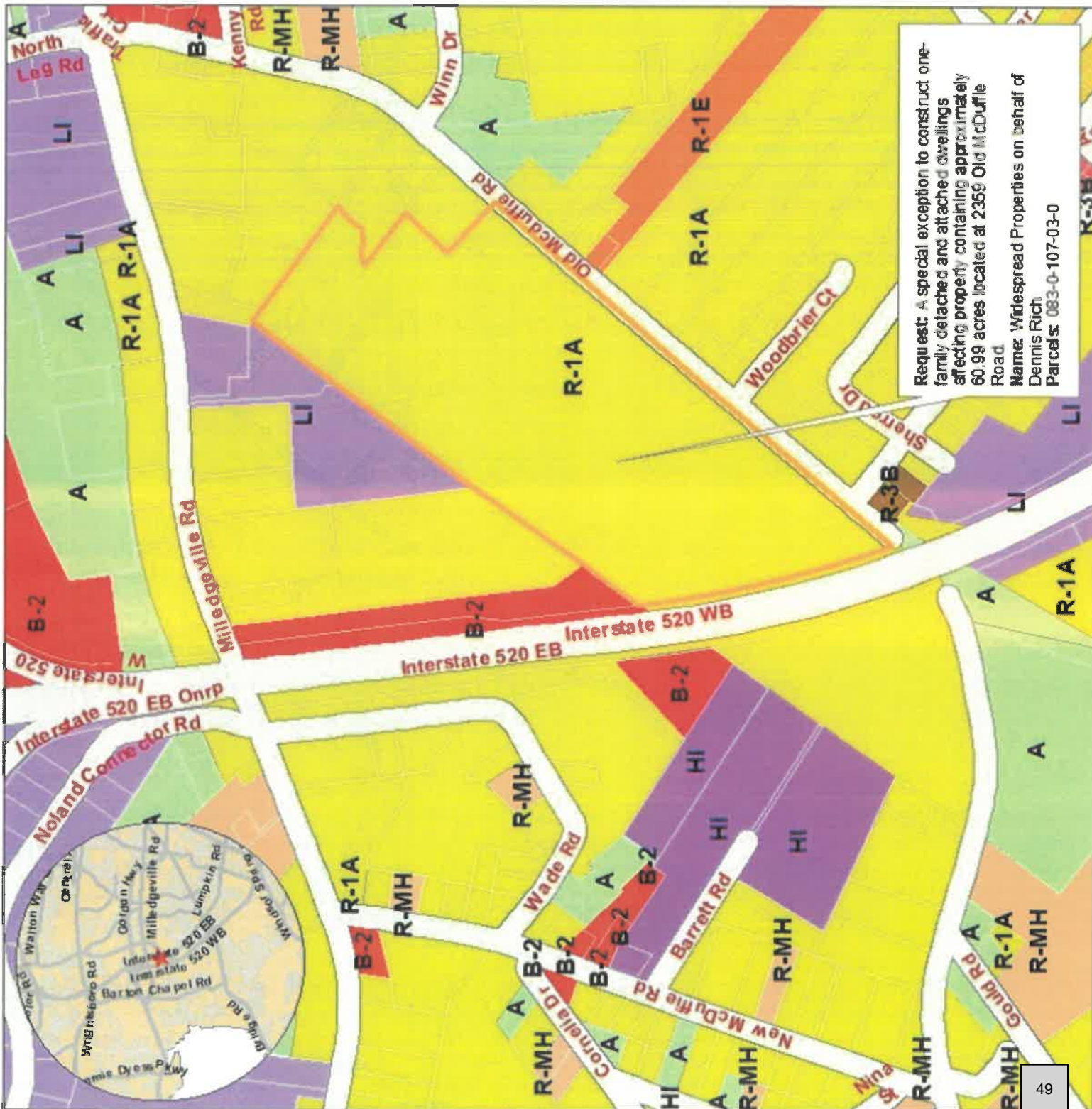


Produced By: City of Augusta
Planning & Development Department
535 Telfer Street Suite 300
Augusta, GA 30901
87.02024 472.176

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Item 3.



Request: A special exception to construct one-family detached and attached dwellings affecting property containing approximately 60.99 acres located at 2359 Old McDuffie Road.
Name: Widespread Properties on behalf of Dennis Rich
Parcels: 083-0-107-03-0

Planning Commission
 SE-24-14
 September 4, 2024

2359 Old McDuffie Road

Future Zoning

Legend

Subject Property

Zoning Classification

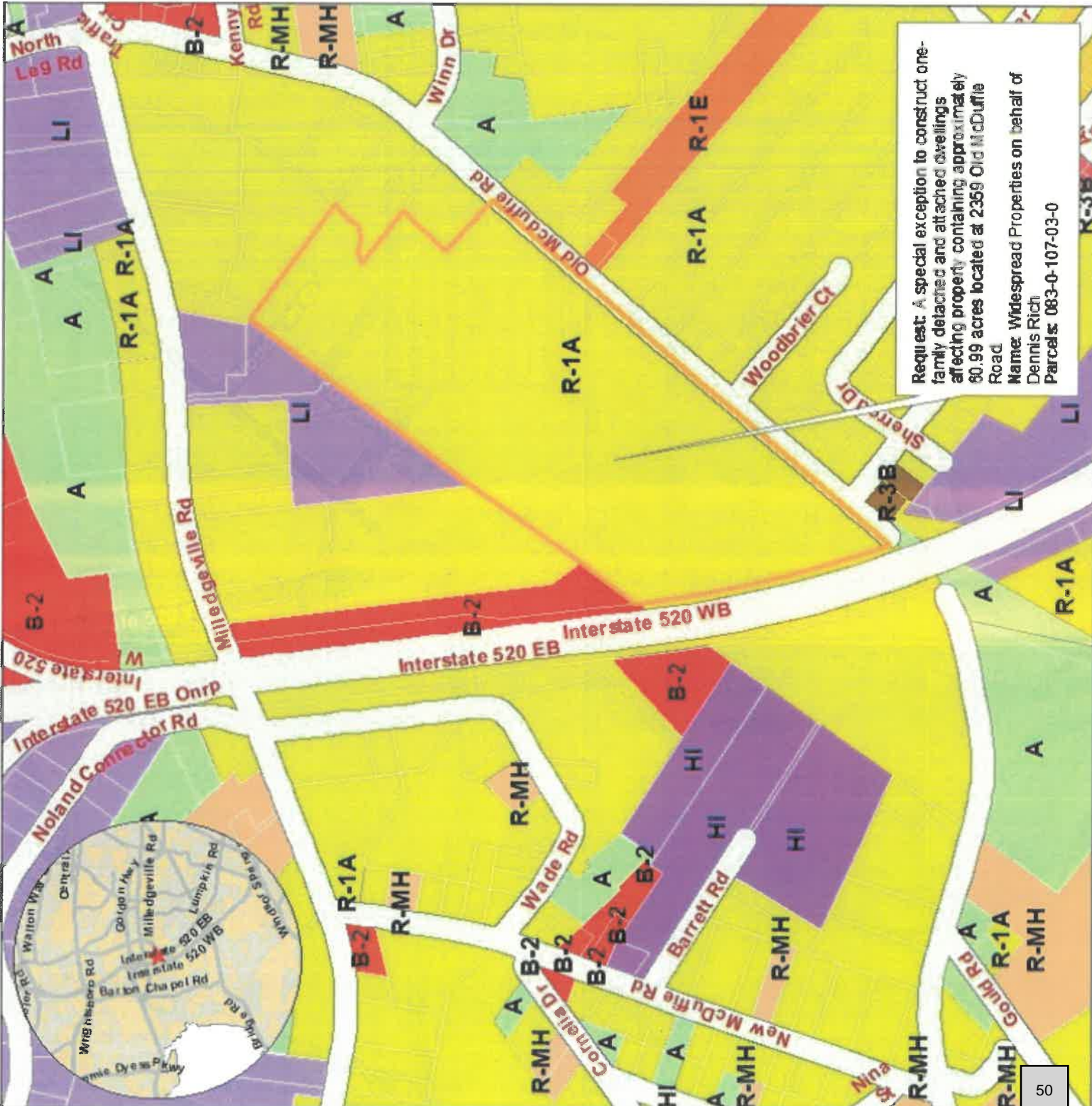
- A: Agriculture
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- R-3B: Multiple-Family Residential Residential
- R-MH: Manufactured Home Residential



Produced By: City of Augusta
 Planning & Development Department
 935 Telfair Street Suite 300
 Augusta, GA 30901
 871/2024 / 22178

The data presented on this map has been compiled by the local government. Accuracy of information shown on this map is not guaranteed. The City of Augusta and its departments do not assume any liability for any errors or omissions on this map. The City of Augusta and its departments do not assume any liability for any errors or omissions on this map. The City of Augusta and its departments do not assume any liability for any errors or omissions on this map.

Item 3.



Request: A special exception to construct one-family detached and attached dwellings affecting property containing approximately 80.99 acres located at 2359 Old McDuffie Road.
 Name: Widespread Properties on behalf of Dennis Rich
 Parcels: 083-0-107-03-0





Meeting Name

Meeting Date: 09/10/2024

Updated Memorandum of Understanding – Phinizy Center for Water Sciences

- Department:** Utilities
- Presenter:** Wes Byne
- Caption:** Approve adding additional funding to the Memorandum of Understanding (MOU) with the Phinizy Center for Water Sciences to pay for continued services at a cost of \$30,000 quarterly, ratify funding for quarters 1 and 2 2024, and to allow extension of the MOU in 2025 as funds are available.
- Background:** Phinizy conducts routine monitoring and maintenance on Augusta’s water quality monitoring equipment, and supports AUD’s and Engineering’s data collection for state grants. This request supplements the MOU to accommodate those costs. The MOU will be extended quarterly until funds are exhausted.
- Analysis:** Phinizy conducts valuable research and support services for AUD. This partnership is best facilitated through the MOU process, as it allows for easy addition of services as required.
- Financial Impact:** Funding in the amount of \$120,000.00 is available from accounts: G/L 506043110-5213119

The MOU will be automatically extended in 2025 if funds are approved in the budget through the same account.
- Alternatives:** No alternatives are currently recommended.
- Recommendation:** AUD recommends that this MOU supplement be approved.
- Funds are available in the following accounts:** Funds are available in the following accounts: G/L 506043110-5213119
- REVIEWED AND APPROVED BY:** FWB

TECHNICAL SERVICES CONTRACT CHANGE ORDER

CO NUMBER	4
BID ITEM	
DATE	08/20/2024

PROJECT TITLE MEMORANDUM OF UNDERSTANDING-PHINIZY
ORIGINAL CONTRACT DATE 12/15/2021 **PROJECT NUMBER** _____
OWNER AUGUSTA, GEORGIA **PO NUMBER** P423082

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):
MEMORANDUM OF UNDERSTANDING FOR WATER SCIENCES TO PROVIDE STAFF TO
SUPPORT SURFACE WATER QUALITY MONITORING AND OTHER SCIENTIFIC SERVICES
REQUIRED BY STATE AND FEDERAL PERMITS SERVICE

PAYEE PHINIZY CENTER
TOTAL AMOUNT OF THIS CHANGE ORDER \$ 120,000.00

The contract time will be INCREASED by __ calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT \$ 120,000.00
PREVIOUS CHANGE ORDER (INCREASE) \$ 305,000.00
THIS CHANGE ORDER (INCREASE) \$ 120,000.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ 545,000.00

FUNDING NUMBER/ACCOUNT NUMBER 506043110 5213119

PROPOSED BY: _____ DATE: _____
CONTRACTOR

REQUESTED BY: _____ DATE: _____
ENGINEER

SUBMITTED BY: *FW Byrne* DATE: 20Aug24
DEPARTMENT HEAD

FINANCE ENDORSEMENT: _____ DATE: _____
COMPTROLLER

RECOMMENDED BY: _____ DATE: _____
ADMINISTRATOR

APPROVED BY: _____ DATE: _____
MAYOR

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

This Memorandum of Understanding (hereinafter “Memorandum”) made this 19th day of August , 2024, by and between AUGUSTA, GEORGIA, as a political subdivision of the State of Georgia (hereinafter referred to as “Augusta, Georgia” or “Augusta”), as Party of the First Part, and Phinizy Center for Water Sciences (hereinafter referred to as “Phinizy Center”) as Party of the Second Part.

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

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

UNDERSTANDING:

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

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

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

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

3. Augusta shall contribute funds not to exceed the designated amount of \$30,000 per quarter for this MOU phase. The MOU will continue until funds are exhausted.

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

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

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

DELIVERABLES:

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

TIME:

This MOU will remain in effect until the funding is exhausted, but not for a period of greater than 24 months unless otherwise amended.

TERMINATION:

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

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

MISCELLANEOUS:

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

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

TO AUGUSTA, GA:

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

**TO: Phinizy Center:
ATTENTION: _____
Address**

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

**APPROVED:
Phinizy Center**

AUGUSTA, GEORGIA

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

Date: _____

Date: _____

AUGUSTA, GEORGIA

Item 4.

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

PURCHASE ORDER NO.
P423082

REQUISITION/QUOTE NO.
R355673

DATE 02/20/23	DEPARTMENT 043110	VENDOR PHONE # (706) 828-2109	
VENDOR # 23040	E-VERIFY # 775283	EMAIL MATT.ERICKSON@PHINIZYCENTER.ORG	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR PHINIZY CENTER 1858 LOCK & DAM RD. AUGUSTA, GA 30906	ATTN: CO 2 BID NUMBER: CONTRACT #: BUYER: NANCY
--	--

SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
--	--

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		MEMORANDUM OF UNDERSTANDING FOR WATER SCIENCES TO PROVIDE STAFF TO SUPPORT SURFACE WATER QUALITY MONITORING AND OTHER SCIENTIFIC SERVICES REQUIRED BY STATE AND FEREAL PERMITS SERVICE ARE IN EFFECT UNTIL THE FUNING IS EXHAUSED AND IS NOT TO EXCEED 24 MONTHS APPROVED BY COMMISSION 9/7/21, ITEM #41 506-04-3110/52-13119	120,000.00	120,000.00
0002	1	EACH		CO1: ADDITONAL SVCS TO PERFORM WATER ANALYSIS FOR EPD PERMITS APPROVED BY ADMINISTRATOR 12/12/22 506-04-3110/52-13119	25,000.00	25,000.00
0003	1	EACH		CO2: ADDITIONAL SVCS TO PERFORM WATER ANALYSIS FOR EPD PERMITS ***CONTINUED***	250,000.00	250,000.00

- CONDITIONS - READ CAREFULLY**
1. The purchaser is exempt by statue from payment of Federal, State, and Municipal sales, excise and other taxes.
 2. Shipping charges prapaid by vendor.
 3. Payment will be made on complete shipments only, unless otherwise requested.
 4. DELIVERY TICKET MUST ACCOMPANY GOODS.
 5. No back orders. We will reorder if available.
 6. Please make deliveries between 9 A.M. and 4 P.M.
 7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
 8. Indoor delivery if necessary.
 9. Payment Net 30 or according to contract.

NET TOTAL.....

APPROVED FOR ISSUE

G.A. Sims

PROCUREMENT DIRECTOR

REQUISITIONER

AUGUSTA, GEORGIA

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

Item 4.

PURCHASE ORDER

PURCHASE ORDER NO.
P423082

REQUISITION/QUOTE NO.
R355673

DATE 02/20/23	DEPARTMENT 043110	VENDOR PHONE # (706) 828-2109	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.
VENDOR # 23040	E-VERIFY # 775283	EMAIL MATT.ERICKSON@PHINIZYCENTER.ORG	

VENDOR PHINIZY CENTER 1858 LOCK & DAM RD. AUGUSTA, GA 30906	ATTN: CO 2 BID NUMBER: CONTRACT #: BUYER: NANCY
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0004	1	EACH		APPROVED BY COMMISSION 1/17/23, ITEM #23 506-04-3110/52-13119 CO #3: MOU WATER SCIENCES SVANNAH RIVER MONITORING PROJECT 485 HOURS - 4TH QUARTER 2023 APPROVED BY COMMISSION 1/17/23, ITEM #31 506-04-3110/52-12999	30,000.00	30,000.00
				12/20/2023		
				<i>Jess Thompson</i>		

- CONDITIONS - READ CAREFULLY**
1. The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
 2. Shipping charges prepaid by vendor.
 3. Payment will be made on complete shipments only, unless otherwise requested.
 4. DELIVERY TICKET MUST ACCOMPANY GOODS.
 5. No back orders. We will reorder if available.
 6. Please make deliveries between 9 A.M. and 4 P.M.
 7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
 8. Indoor delivery if necessary.
 9. Payment Net 30 or according to contract.

NET TOTAL.....	425,000.00
APPROVED FOR ISSUE	
<i>G.A. Sims</i>	
PROCUREMENT DIRECTOR	

REQUISITIONER



Committee Meeting

Meeting Date: September 10, 2024

Landfill Operation & Compliance

Equipment/Grinder Rent-to-Lease

File Reference: 24-014 (A)

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve emergency procured rental equipment (Horizontal Grinder) at “Rent-to-Lease” terms from Vermeer Southeast Sales & Services, Inc. for continuity of Environmental Services Waste Intake Operation and keep Solid Waste Facility in compliance with its regulatory permit Operation & Maintenance requirements. Rent is on monthly basis and lease term is forty-eight (48) months. Monthly rent and lease amount is \$48,000 and \$13,517.25, respectively. AE
- Background:** Deans Bridge Road Solid Waste Facility (Landfill) permit requires providing & maintaining all weather access road up to the active phase of the landfill for waste hauling vehicles so collected solid waste is being disposed at the permitted open phase area. At present frequent wet weather is causing delays in waste hauling trucks to get to active phase and results in keeping the landfill open longer than normal operation hours. Recent frequent wet weather created real challenges that would result in the facility being out of compliance if access road long-term maintenance control measures are not taken immediately. The professional staff (Staff) managing landfill operations explored and evaluated alternate options and determined it is cost effective to use incoming green waste material in stabilizing the access road. Accordingly, the Staff recently approached Engineering on-call tree contractors for assisting grinding green waste for use as landfill active phase access road stabilization admix support material/amendment. However, at present on-call tree contractors are not able to assist as needed. Given that, the Staff did market search and found that Vermeer Southeast Sales & Services (Vermeer) has needed equipment in stock and can provide its delivery immediately.
- Analysis:** Vermeer is providing rent-to-lease option. Rent is on monthly basis and lease term is forty-eight (48) months. Monthly rent amount is \$48,000 and monthly lease amount is \$13,517.25. Since the Landfill has continuous need for Vermeer provided equipment, AEES is selecting rent-to-lease option. It is cost effective option, and spreads cost over four-year period, that is manageable through Landfill yearly operational budget.

Financial Impact: Funds in amount of \$162,207 available in Environmental Services Operations yearly budget.

Alternatives: N/A

Recommendation: Approve emergency procured rental equipment (Horizontal Grinder) at “Rent-to-Lease” terms from Vermeer Southeast Sales & Services, Inc. for continuity of Environmental Services Waste Intake Operation and keep Solid Waste Facility in compliance with its regulatory permit Operation & Maintenance requirements. Rent is on monthly basis and lease term is forty-eight (48) months. Monthly rent and lease amount is \$48,000 and \$13,500, respectively. AE

Funds are available in the following accounts: (\$48,000/monthly rent, \$13,500/lease) - 541044210-58.22110 Solid Waste Operational Funds

REVIEWED AND APPROVED BY: HM/SR



Vermeer Southeast Sales & Service, Inc.
2965 McEver Road
Buford, GA 30518

QUOTE

Date: 08/08/24

Sales Rep: Kelly Lee

Customer Information:

City of Augusta Public Works
2316 Tobacco Rd
Augusta Ga 30906

Delivered to:

Contact Name: Oscar Flite
Phone Number: 762-333-5620

Picked up at this Vermeer Store Location:

Confidence Plus Included: YES
Confidence Plus Plan: CP PREM 24

Payment method: _____

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	Vermeer Demo HG4000G Horizontal Grinder S#1VRJ32A1XR1050040 CAT 536HP T4F/StageV Eng S#N3H01364 Standard infeed chain Axial mannetic drive pulley Series 3 duplex drum Work lights Tlematics Damage defense & Thrown object deflector Weight 46,500lbs 2) 2.5" screens wireless remote control 100 hours	\$ 600,000.00	\$ 600,000.00
1	Confidence Plus Prem 24months unlimited hours plus 1000 hrs maint	\$ 48,828.00	\$ 48,828.00
SubTotal			\$ 648,828.00
Tax			
Total			\$ 648,828.00
Less Down Payment			
Balance Due			\$ 648,828.00

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____

VERMEER SOUTHEAST SALES & SERVICE, INC.

An authorized Vermeer Rental System Dealer, with offices at

2965 McEver Rd Buford GA 30518 (Lessor),

hereby rents to City of Augusta Public Works

with offices at ~~2916 Tobacco Rd~~ 535 Telfair St (Lessee),

Contact Name: Oscar Flite

Contact Number: 762-333-5620

and LESSEE hereby hires from LESSOR, the following Equipment (the equipment), for the approximate rental period and at the rental rate show below, subject to the other terms and conditions of this agreement.

ITEM OF EQUIPMENT AND IDENTIFICATION NO.	APPROXIMATE RENTAL PERIOD	RENTAL RATE			AGREED VALUE
		DAY	WEEK	MONTH	
HG4000G 1VRJ32A1XR1050040	1 month				600,000
<small>LESSEE IS RESPONSIBLE FOR INSURANCE AND MAINTENANCE WHILE EQUIPMENT IS ON RENT. LESSEE MUST FURNISH LESSOR WITH CERTIFICATE OF INSURANCE THAT INCLUDES "ALL RISK" DAMAGE INSURANCE, LIABILITY INSURANCE WITH MINIMUM LIMITS OF \$500,000 SINGLE LIMIT, SHOWS AGREED VALUE OF PHYSICAL EQUIPMENT ON RENT AND LISTS LESSOR AS "LOSS PAYEE" AND "ADDITIONAL INSURED".</small>					

The Equipment will be kept and used by LESSEE at: 4330 Deans Bridge Rd Augusta Ga

LOCATION	DATE	AMOUNT
DELIVERY TO LESSEE AT: <u>Same address as noted above.</u>		48000
PICKED UP (RETURNED TO LESSOR) AT: <u>Vermeer Southeast Marietta Ga</u>		
RENTAL PREPAYMENT FOR:		
	TAXES	
	OTHER CHARGES	
	TOTAL PAYMENT DUE ON DELIVERY	\$48000

	DATE	TIME	HOUR METER READING
TIME OUT	8/8/24	10:00	100
TIME IN			
TOTAL HOURS			

LESSOR AND LESSEE AGREE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT AND ARE THOROUGHLY UNDERSTOOD.

LESSOR: VERMEER SOUTHEAST SALES & SERVICE, INC.

LESSEE: _____

BY [Signature]

BY _____

DATE 8/8/2024

DATE 8/8/2024

THIS FORM TO BE MADE OUT IN TRIPLICATE, LESSOR RETAINS 1ST & 3RD COPY, LESSEE KEEPS 2ND COPY.



www.vermeersoutheast.com

RENTAL PURCHASE OPTION AGREEMENT (RPO)

LESSOR Vermeer Southeast Sales & Service, Inc.	LESSEE
--	--------

Machine Information

MFG Vermeer	MODEL HG4000G	SERIAL # 1VRJ32A1R1050040
MFG	MODEL	SERIAL #
MFG	MODEL	SERIAL #
MFG	MODEL	SERIAL #

The purpose of this RPO is to define what portion of the rental monies that will be applied to the purchase of the rental machine(s) should the LESSEE choose to execute this agreement. This RPO agreement is in addition to the attached Rental Agreement, and in no way alters any of the terms or conditions of the rental agreement. This agreement applies only to the equipment listed above in the Machine Information section. The purchase price is, as stated on the rental agreement in the machine value section. The machine(s) must be rented from the original date of this agreement up until the time that it is purchased. If either party terminates the rental, prior to the execution of this RPO agreement, the purchase option is also terminated as of that time. **The amount of rental revenues applied toward the purchase price are as follows:**

INITIAL

1. If the LESSEE exercises the option to purchase during the 1st month rental day **1-30, 100%** of all rental monies will be applied to the purchase price. _____
2. If the LESSEE exercises the option to purchase during the 2nd or 3rd consecutive month rental days ^{KL}~~31-90, 90%~~ ^{100%} of all accumulated rental monies will be applied towards the purchase price. _____
3. If the LESSEE exercises the option to purchase during the 4th through 6th consecutive month rental days **91-180, 85%** of all accumulated rental monies will be applied to the purchase price. _____
4. No monies will be applied to the purchase price if the purchase price option is not exercised by the end of the 6th consecutive month. _____

Terms

Initial rental payments and security deposit are due upon delivery per the Vermeer Southeast Sales & Service, Inc. Rental Agreement. Beginning with the second month's rental, the LESSEE will be invoiced in advance and payment is due no later than the first day of the up-coming rental month. Any payment that is made after this date will be considered late and will render this purchase option **NULL AND VOID**. LESSEE's parts and service account must be current and in good standing in order to exercise this Rental Purchase Option.

The LESSEE must notify the LESSOR in writing, at the address above, fifteen (15) days prior to exercising this RPO. In order to exercise this RPO agreement, the LESSOR must receive payment in full including any taxes or mutually agreed additional items corresponding to the machine(s)

This agreement in no way gives the LESSEE any right of ownership, until such time as the purchase option is exercised, and balance of monies due under this agreement are paid to LESSOR.

Signing of this agreement by the LESSEE acknowledges that the LESSEE has read and understands the rental agreement as well as this purchase option agreement, and has received copies of both documents at the time of signing.

LESSEE _____ Date 8/8/24 LESSEE's Name (please print) _____

LESSOR [Signature] Date 8/8/2024

1. The rental period shall begin on and include the date of delivery to the LESSEE and shall end on and include the date of return to LESSOR'S business location designated herein. The rental period shall be the rental period shown on the face thereof and if LESSEE retains the Equipment after the expiration of said period this agreement shall be deemed to be extended. Prior authorization must be obtained by LESSEE from LESSOR to extend the rental period. If prior authorization is obtained, the rental rate shall be the same as noted above unless otherwise stated by LESSOR.

2. The LESSEE agrees that the rates provided for in this contract are considered straight time rates based on not more than eight (8) hours per day, forty (40) hours per week, or one hundred seventy-six (176) hours in any one thirty (30) consecutive day period. Should the machinery be used longer than the above specified hours in any specific period, the overtime rate shall be based as follows:

- 1/8th of the daily rate for each hour worked in excess of eight (8) hours in one day;
- 1/40th of the weekly rate for each hour worked in excess of forty (40) hours in any one weekly period;
- 1/176th of the monthly rate for each hour in excess of one hundred seventy-six (176) hours worked in any thirty (30) consecutive day period.

The minimum rental period is one day. The weekly rate applies only if the Equipment is out at least one full week. The monthly rate applies only if the Equipment is out at least thirty days. No allowance will be made for Sunday, holidays, time in transit, or any period of time Equipment may not be in actual use while in LESSEE'S possession, except as provided in paragraph 7.

3. LESSEE shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license or registration fees levied or based upon based upon the rentals, or the Equipment, or the use or the operation thereof.

4. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF THE RENTED EQUIPMENT, NOR AN AGENT OF THE MANUFACTURER, AND MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE RENTED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO WARRANTIES AGAINST PATENT OR LATENT DEFECTS IN MATERIAL, WORKMANSHIP OR EQUIPMENT CAPACITY. FURTHERMORE, LESSOR GIVES NO WARRANTIES AS TO WHETHER THE EQUIPMENT MEETS ANY CERTAIN REQUIREMENTS OF LAW, RULES, SPECIFICATIONS OR CONTRACT TERMS. EQUIPMENT IS RENTED BY LESSEE "AS IS", WITHOUT WARRANTIES EXPRESS OR IMPLIED. LESSOR FURTHER ACKNOWLEDGES THAT LESSEE HAS BEEN PROVIDED THE OPORTUNITY TO REVIEW ALL OPERATIONS MANUALS AND OTHER MATERIALS PROVIDED BY THE MANUFACTURER AND MAINTAINED AT LESSOR'S PLACE OF BUSINESS, THAT LESSEE HAS INSPECTED THE RENTAL ITEMS AND THAT THE SAME MEET WITH LESSEE'S APPROVAL, ARE SUITABLE TO LESSEE'S INTENDED PURPOSES, AND ARE IN PROPER OPERATING CONDITION UPON DELIVERY.

5. LESSOR shall use reasonable care to see that the Equipment is in proper working condition before delivery to LESSEE. If LESSEE so requests, the Equipment will be operated in LESSEE'S presence at a time and place designated by LESSOR prior to delivery to LESSEE. If the Equipment is shipped to LESSEE and arrives in damaged condition, LESSEE shall note such damage on the bill of lading or any other receipt requested by the transporter and shall immediately notify LESSOR. The acceptance by LESSEE of the Equipment shall constitute an acknowledgement that the Equipment has been received undamaged, in good repair and operating condition except to the extent noted by LESSEE on the bill of lading or other delivery receipt.

6. LESSEE agrees to care for the Equipment properly, to use it within its rated capacity, to restrict its use to LESSEE'S qualified personnel and to prohibit anyone other than LESSOR'S authorized personnel to repair, modify, or adjust the Equipment and to notify LESSOR immediately of accidents, disabilities, failures or like information concerning the Equipment. LESSEE further agrees to pay for all damage to the Equipment resulting from causes from other than normal wear and tear upon receipt of invoice therefor from LESSOR for LESSOR'S costs and expense of repair. LESSEE shall take care of normal needs of the Equipment, including supplying fuel, oil, grease and water, daily checking of general condition, including tires, oil levels, cooling system, water and batteries, recharging batteries, and will perform routine preventive maintenance set forth in the Machine Operator's Manual for the Equipment. LESSOR will provide all other service and maintenance. LESSEE agrees to promptly make the equipment available for inspection and/or servicing WITHIN 24 HOURS of LESSOR'S request. If LESSEE requires service at times other than LESSOR'S business hours, LESSEE agrees to pay the difference between LESSOR'S straight time and overtime rates for mechanic's time.

7. In the event the Equipment becomes inoperable for reasons other than accident, improper use or failure of LESSEE to comply with its obligations hereunder, no rental shall be charged for the period of time between actual notice to LESSOR of the inoperable condition of the Equipment and the time when it is returned to service. LESSOR shall not be obligated to furnish substitute Equipment nor shall it be liable for down time or special or consequential damages of any nature whatsoever.

8. LESSEE ASSUMES ALL RISKS AND LIABILITIES ARISING FROM RENTAL AND EXPRESSLY AGREES TO FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO CLAIMS OR LIENS ASSERTED FROM LOSS OF OR DAMAGE TO THE EQUIPMENT, BUSINESS LOSSES, PENALTIES, LIABILITIES FOR PERSONAL INJURY OR DEATH AND ALL EXPENSES RELATED THERETO INCLUDING COSTS, PENALTIES, ATTORNEY FEES, HOWSOEVER INCURRED, ARISING FROM THE RENTAL, USE, TRANSPORT, STORAGE OR OPERATION OF SAID EQUIPMENT. LESSEE, at its own expense, shall carry and provide proof satisfactory to LESSOR of adequate public liability insurance against bodily injury, including death, and against property damage shall keep all Equipment insured at its full insurable value against fire and theft and under extended coverage, and shall name LESSOR as loss payee and additional insured.

9. LESSEE agrees, whenever requested by LESSOR, to give LESSOR the exact location of the Equipment covered by this lease and LESSOR and the manufacturer of the equipment shall have the privilege at all times of entering any shop, building, or location where the Equipment is being used for the purpose of inspection. LESSOR shall have the right of removing the Equipment without notice, and terminating this lease if it is being overloaded or taxed beyond its capacity or in any manner abused or neglected. If LESSEE fails to pay any rental or other sum payable hereunder when due, or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding. If LESSEE shall default in any other term of the Contract, LESSOR may immediately terminate this Contract by notice in writing to LESSEE and repossess all items of Equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due and unpaid, plus a reasonable amount for attorney's fees and such expenses as may be expended in the repossession of the Equipment and all costs and fees arising from LESSEE'S breach of this agreement. The remedies provided herein in favor of LESSOR shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in LESSOR'S favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to LESSEE personally, or sent by mail addressed to LESSEE at the address set forth upon the reverse side hereof.

10. This is a Contract of rental only and nothing herein conveys to LESSEE any right, title or interest in or to any of the Equipment except as a LESSEE.

11. LESSEE shall not assign this lease or sublet the Equipment. LESSOR shall have the right to assign this lease and/or the rental due hereunder and LESSEE agrees to honor any such assignment in accordance with its terms upon receipt of written notice thereof.

I have read and agree to the above terms and conditions.

LESSEE:

By: _____

Name (print): _____

Dated: 8/8/24

Vendor: **Vermeer Southeast Sales**
 Salesman: **Scott Holder**
 Contact: **Jonathan Hallberg**
 Phone: **(800) 656-6593**
 Fax: **(770) 456-5036**

Application for Financing

This application is for the purpose of obtaining financing for the purchase of equipment from Vermeer Southeast Sales & Service, Inc. All information must be complete to be processed. All information will be held in confidence.

Full Company Name			Federal ID#
Company Street Address			Phone Number
City, State and Zip Code			Cell Phone Number
Principal/Owner Name	Social Security #	Address	Date of Birth
Principal/Owner Name	Social Security #	Address	Date of Birth
Type of Business (must check one) <input type="checkbox"/> Corporation State? <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship			Year Started

Trade Reference	Contact Name	Account #	Phone Number	Fax Number
Trade Reference	Contact Name	Account #	Phone Number	Fax Number

Bank Reference	Contact Name	Account #	Phone Number	Fax Number
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Finance/Loan Reference	Contact Name	Account #	Phone Number	Amount
------------------------	--------------	-----------	--------------	--------

Equipment Being Purchased	Serial #	Purchase Price	
Sales Tax	Down Payment	Terms	Total Amount To Finance

I/We hereby authorize Vermeer Southeast Sales & Service, Inc., or its assigns, to obtain credit and/or financial information from the references listed above in order to determine our creditworthiness and/or financial responsibility. I/We further hereby authorize Vermeer Southeast Sales & Service, Inc., or its assigns, to obtain credit reports on the undersigned principals/owners of the company.

Signature of Principal	Title	Date
Signature of Principal	Title	Date




ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director – Engineering & Environmental Services

DATE: August 8, 2024

SUBJECT: Deans Bridge Road Landfill Active Phase Waste Placement Operation Permit Compliance- Wet Weather Access and Emergency Need to Rent/Lease a Grinder

Augusta Engineering & Environmental Services Department (AEES) is seeking to make an emergency Rent-to-Lease "Horizontal Grinder" purchase from Vermeer Southeast Sales & Services, Inc. (vendor) under Augusta, Georgia Emergency Procurement process. Deans Bridge Road Landfill (Landfill) permit requires providing & maintaining all weather access road up to the active phase of the landfill for waste hauling vehicles so collected solid waste is being disposed at the permitted open phase area. Permit prohibits opening of multiple active phases at same time. At present frequent wet weather causing delays in waste hauling trucks to get to active phase and resulting keep landfill open longer than normal operation hours. Recent frequent wet weather created real challenge that would result in facility being out of compliance if access road long-term maintenance control measures are not taken immediately.

Access road is not a permanent feature and its location changes as active open phase location changes. Hence construction of paved road is not a feasible option. The professional staff (Staff) managing landfill operations explore and evaluate alternate options and determine it is cost effective to use incoming green waste material in stabilizing access road. Accordingly, the Staff recently approached Engineering on-call tree contractors for assisting grinding green waste for use as landfill active phase access road stabilization admix support material/amendment. However, at present on-call tree contractors are not able to assist as needed. Given that, the Staff did market search to find a vendor that can provide needed equipment immediately. Vermeer Southeast Sales & Services (Vermeer) has needed equipment in stock and be at the landfill site quickly. Hence, the Staff planned with the Vermeer to mobilize.

Vermeer is providing rent-to-lease option. Rent is on monthly basis and lease term is forty-eight months. Monthly rent amount is \$48,000 and lease monthly amount is \$13,500. Since the Landfill has continuous need for Vermeer provided equipment, AEES is selecting rent-to-lease option. It is cost effective option, and spreads cost over four-year period, that is manageable through Landfill yearly operational budget.

Please contact me if you have any questions.

Thank you,



/hm

Attachments: Vendor Document

cc: Darrell White & Nancy Williams, Procurement Department
Lewis Avery, Engineering & Environmental Services
Walt Corbin, Oscar Flite, Engineering & Environmental Services
File

Augusta Engineering Administration
452 Walker Street, Suite 110 – Augusta, GA 30901
Office: (706) 796 – 5040 Fax: (706) 796 -5045
www.augustaga.gov



Vermeer Southeast Sales & Service, Inc.
2965 McEver Road
Buford, GA 30518

QUOTE

Date: 08/08/24

Sales Rep: Kelly Lee

Customer Information:

City of Augusta Public Works
2316 Tobacco Rd
Augusta Ga 30906

Delivered to:

Contact Name: Oscar Flite
Phone Number: 762-333-5620

Picked up at this Vermeer Store Location:

Confidence Plus Included: YES
Confidence Plus Plan: CP PREM 24

Payment method: _____

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	Vermeer Demo HG4000G Horizontal Grinder S#1VRJ32A1XR1050040 CAT 536HP T4F/StageV Eng S#N3H01364 Standard infeed chain Axial magnetic drive pulley Series 3 duplex drum Work lights Tiematics Damage defense & Thrown object deflector Weight 46,500lbs 2) 2.5" screens wireless remote control 100 hours	\$ 600,000.00	\$ 600,000.00
1	Confidence Plus Prem 24months unlimited hours plus 1000 hrs maint	\$ 48,828.00	\$ 48,828.00
		SubTotal	\$ 648,828.00
		Tax	
		Total	\$ 648,828.00
		Less Down Payment	
		Balance Due	\$ 648,828.00

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____

VERMEER SOUTHEAST SALES & SERVICE, INC.

An authorized Vermeer Rental System Dealer, with offices at

2965 McEver Rd Buford GA 30518 (Lessor),

hereby rents to City of Augusta Public Works

with offices at 2916 Tobacco Rd 535 Telfair St (Lessee),

Contact Name: Oscar Flite Contact Number: 762-333-5620

and LESSEE hereby hires from LESSOR, the following Equipment (the equipment), for the approximate rental period and at the rental rate show below, subject to the other terms and conditions of this agreement.

ITEM OF EQUIPMENT AND IDENTIFICATION NO.	APPROXIMATE RENTAL PERIOD	RENTAL RATE			AGREED VALUE
		DAY	WEEK	MONTH	
HG4000G 1VRJ32A1XR1050040	1 month				600,000
<small>LESSEE IS RESPONSIBLE FOR INSURANCE AND MAINTENANCE WHILE EQUIPMENT IS ON RENT. LESSEE MUST FURNISH LESSOR WITH CERTIFICATE OF INSURANCE THAT INCLUDES "ALL RISK" DAMAGE INSURANCE, LIABILITY INSURANCE WITH MINIMUM LIMITS OF \$500,000 SINGLE LIMIT, SHOWS AGREED VALUE OF PHYSICAL EQUIPMENT ON RENT AND LISTS LESSOR AS "LOSS PAYEE" AND "ADDITIONAL INSURED".</small>					

The Equipment will be kept and used by LESSEE at: 4330 Deans Bridge Rd Augusta Ga

LOCATION	DATE	AMOUNT
DELIVERY TO LESSEE AT: <u>Same address as noted above.</u>		48000
PICKED UP (RETURNED TO LESSOR) AT: <u>Vermeer Southeast Marietta Ga</u>		
RENTAL PREPAYMENT FOR:		
	TAXES	
	OTHER CHARGES	
	TOTAL PAYMENT DUE ON DELIVERY	\$48000

	DATE	TIME	HOURLY METER READING
TIME OUT	8/8/24	10:00	100
TIME IN			
TOTAL HOURS			

LESSOR AND LESSEE AGREE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT AND ARE THOROUGHLY UNDERSTOOD.

LESSOR: VERMEER SOUTHEAST SALES & SERVICE, INC. LESSEE: _____
 BY [Signature] BY _____
 DATE 8/8/2024 DATE 8/8/2024

THIS FORM TO BE MADE OUT IN TRIPLICATE, LESSOR RETAINS 1ST & 3RD COPY, LESSEE KEEPS 2ND COPY.



www.vermeersoutheast.com

RENTAL PURCHASE OPTION AGREEMENT (RPO)

LESSOR Vermeer Southeast Sales & Service, Inc.	LESSEE
--	--------

Machine Information

MFG Vermeer	MODEL HG4000G	SERIAL # 1VRJ32APR1050040
MFG	MODEL	SERIAL #
MFG	MODEL	SERIAL #
MFG	MODEL	SERIAL #

The purpose of this RPO is to define what portion of the rental monies that will be applied to the purchase of the rental machine(s) should the LESSEE choose to execute this agreement. This RPO agreement is in addition to the attached Rental Agreement, and in no way alters any of the terms or conditions of the rental agreement. This agreement applies only to the equipment listed above in the Machine Information section. The purchase price is, as stated on the rental agreement in the machine value section. The machine(s) must be rented from the original date of this agreement up until the time that it is purchased. If either party terminates the rental, prior to the execution of this RPO agreement, the purchase option is also terminated as of that time. The amount of rental revenues applied toward the purchase price are as follows:

INITIAL

1. If the LESSEE exercises the option to purchase during the 1st month rental day 1-30, 100% of all rental monies will be applied to the purchase price. _____
2. If the LESSEE exercises the option to purchase during the 2nd or 3rd consecutive month rental days ^{KL} ~~31-90, 90%~~ ^{100%} of all accumulated rental monies will be applied towards the purchase price. _____
3. If the LESSEE exercises the option to purchase during the 4th through 6th consecutive month rental days 91-180, 85% of all accumulated rental monies will be applied to the purchase price. _____
4. No monies will be applied to the purchase price if the purchase price option is not exercised by the end of the 6th consecutive month. _____

Terms

Initial rental payments and security deposit are due upon delivery per the Vermeer Southeast Sales & Service, Inc. Rental Agreement. Beginning with the second month's rental, the LESSEE will be invoiced in advance and payment is due no later than the first day of the up-coming rental month. Any payment that is made after this date will be considered late and will render this purchase option NULL AND VOID. LESSEE's parts and service account must be current and in good standing in order to exercise this Rental Purchase Option.

The LESSEE must notify the LESSOR in writing, at the address above, fifteen (15) days prior to exercising this RPO. In order to exercise this RPO agreement, the LESSOR must receive payment in full including any taxes or mutually agreed additional items corresponding to the machine(s)

This agreement in no way gives the LESSEE any right of ownership, until such time as the purchase option is exercised, and balance of monies due under this agreement are paid to LESSOR.

Signing of this agreement by the LESSEE acknowledges that the LESSEE has read and understands the rental agreement as well as this purchase option agreement, and has received copies of both documents at the time of signing.

LESSEE _____ Date 8/2/24 LESSEE's Name (please print) _____

LESSOR  Date 8/8/2024

Terms and Conditions

1. The rental period shall begin on and include the date of delivery to the LESSEE and shall end on and include the date of return to LESSOR'S business location designated herein. The rental period shall be the rental period shown on the face thereof and if LESSEE retains the Equipment after the expiration of said period this agreement shall be deemed to be extended. Prior authorization must be obtained by LESSEE from LESSOR to extend the rental period. If prior authorization is obtained, the rental rate shall be the same as noted above unless otherwise stated by LESSOR.

2. The LESSEE agrees that the rates provided for in this contract are considered straight time rates based on not more than eight (8) hours per day, forty (40) hours per week, or one hundred seventy-six (176) hours in any one thirty (30) consecutive day period. Should the machinery be used longer than the above specified hours in any specific period, the overtime rate shall be based as follows:

- 1/8th of the daily rate for each hour worked in excess of eight (8) hours in one day;
- 1/40th of the weekly rate for each hour worked in excess of forty (40) hours in any one weekly period;
- 1/176th of the monthly rate for each hour in excess of one hundred seventy-six (176) hours worked in any thirty (30) consecutive day period.

The minimum rental period is one day. The weekly rate applies only if the Equipment is out at least one full week. The monthly rate applies only if the Equipment is out at least thirty days. No allowance will be made for Sunday, holidays, time in transit, or any period of time Equipment may not be in actual use while in LESSEE'S possession, except as provided in paragraph 7.

3. LESSEE shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license or registration fees levied or based upon based upon the rentals, or the Equipment, or the use or the operation thereof.

4. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF THE RENTED EQUIPMENT, NOR AN AGENT OF THE MANUFACTURER, AND MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE RENTED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO WARRANTIES AGAINST PATENT OR LATENT DEFECTS IN MATERIAL, WORKMANSHIP OR EQUIPMENT CAPACITY. FURTHERMORE, LESSOR GIVES NO WARRANTIES AS TO WHETHER THE EQUIPMENT MEETS ANY CERTAIN REQUIREMENTS OF LAW, RULES, SPECIFICATIONS OR CONTRACT TERMS. EQUIPMENT IS RENTED BY LESSEE "AS IS", WITHOUT WARRANTIES EXPRESS OR IMPLIED. LESSOR FURTHER ACKNOWLEDGES THAT LESSEE HAS BEEN PROVIDED THE OPPORTUNITY TO REVIEW ALL OPERATIONS MANUALS AND OTHER MATERIALS PROVIDED BY THE MANUFACTURER AND MAINTAINED AT LESSOR'S PLACE OF BUSINESS, THAT LESSEE HAS INSPECTED THE RENTAL ITEMS AND THAT THE SAME MEET WITH LESSEE'S APPROVAL, ARE SUITABLE TO LESSEE'S INTENDED PURPOSES, AND ARE IN PROPER OPERATING CONDITION UPON DELIVERY.

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10. This is a Contract of rental only and nothing herein conveys to LESSEE any right, title or interest in or to any of the Equipment except as a LESSEE.

11. LESSEE shall not assign this lease or sublet the Equipment. LESSOR shall have the right to assign this lease and/or the rental due hereunder and LESSEE agrees to honor any such assignment in accordance with its terms upon receipt of written notice thereof.

I have read and agree to the above terms and conditions.

LESSEE:

By: _____

Name (print): _____

Dated: 8/8/24

Vendor: **Vermeer Southeast Sales**
 Salesman: **Scott Holder**
 Contact: **Jonathan Hallberg**
 Phone: **(800) 656-6593**
 Fax: **(770) 456-5036**

Application for Financing

This application is for the purpose of obtaining financing for the purchase of equipment from Vermeer Southeast Sales & Service, Inc. All information must be complete to be processed. All information will be held in confidence.

Full Company Name			Federal ID#	
Company Street Address			Phone Number	
City, State and Zip Code			Cell Phone Number	
Principal/Owner Name	Social Security #	Address	Date of Birth	
Principal/Owner Name	Social Security #	Address	Date of Birth	
Type of Business (must check one) <input type="checkbox"/> Corporation State? <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship				Year Started
Trade Reference	Contact Name	Account #	Phone Number	Fax Number
Trade Reference	Contact Name	Account #	Phone Number	Fax Number
Bank Reference	Contact Name	Account #	Phone Number	Fax Number
Finance/Loan Reference	Contact Name	Account #	Phone Number	Amount
Equipment Being Purchased		Serial #	Purchase Price	
Sales Tax	Down Payment	Terms	Total Amount To Finance	
<p>I/We hereby authorize Vermeer Southeast Sales & Service, Inc., or its assigns, to obtain credit and/or financial information from the references listed above in order to determine our creditworthiness and/or financial responsibility. I/We further hereby authorize Vermeer Southeast Sales & Service, Inc., or its assigns, to obtain credit reports on the undersigned principals/owners of the company.</p>				
Signature of Principal		Title	Date	
Signature of Principal		Title	Date	



Committee Meeting

Meeting Date: September 10, 2024

Construction Services for Lake Sediment Dredging – Turknett Spring

RFP ITEM #20-224

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Supplementing Construction Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator for continuation of sediments dredging and including Turknett Spring Sediment Basin area. Also approve supplemental funding in the amount of \$644,000.00 for Turknett Spring Sediment Basin dredging activities. AE/ RFP 20-224
Background:	On November 4, 2020, Augusta Commission awarded waterbodies sediments dredging & disposal contract to Gator Dredging. Augusta Engineering tasked Gator Dredging to dredge sediments from Upper & Lower Lake Olmstead followed by Warren Lake. Tasks also included sediment disposal site preparation, operation & maintenance and stabilization of disturbed areas. All of this work is substantially completed with the exception of placing two-ft (2') clean dirt cap over disposed dredged material. Turknett Spring is another waterbody serving as the sediment basin (basin) for the Highland Water Treatment Plant filter backwash discharge under a regulatory NPDES Permit. This basin is also needing sediments removal to regain its sediment storage capacity and avoid regulatory non-compliance potential enforcement.
Analysis:	Removal of sediments from Turknett Spring sediment basin is a regulatory compliance requirement. The basin is not providing needed retention time for sediments to settle, that is creating a discharge permit compliance issue. In addition, its sediment removal is important for safety of adjacent residential & commercial areas. It is Augusta Engineering determination that supplementing Turknett Spring Sediment Basin dredging to in-progress dredging work is a cost effective & timely option. Waterbody dredging requires specialized skills & equipment and Gator Dredging possess both. Gator Dredging is the only contractor previously submitting proposals for such work (20-244).
Financial Impact:	Funds in amount of \$644,000.00 (AUD/\$322,000 + AE/322,000) available in following accounts. 1) Augusta Utilities: 507043410-5425110/ 8090040-5425110

2) Augusta Engineering: Engineering SPLOST8-Lake Dredging & Maintenance.

Alternatives:

1). No Alternate proposed. Continuity of services for sediments removal at Turknett Spring Basin is essential for its regulatory permit compliance.

Recommendation:

Approve Supplementing Construction Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator for continuation of sediments dredging and including Turknett Spring Sediment Basin area. Also approve supplemental funding in the amount of \$644,000.00 for Turknett Spring Sediment Basin dredging activities. AE/ RFP 20-224

Funds are available in the following accounts:

(\$644,000) < \$322,000 – 507043410-54.25110/8090040-54.25110>

<\$322,000 – 330041140- 54.14910/222830911-54.14910>

REVIEWED AND APPROVED BY:

HM/SR



13630 50th Way North
Clearwater, FL 33760
Phone: 727-527-1300 Fax: 727-527-1303

Quote
PO # TBD
Date
8/19/2024

Hameed Malik, PE, Director of Engineering
 City of Augusta - Engineering Administration
 452 Walker Street, Suite 110
 Augusta, GA 30901

Project Name: Dredging - City of Augusta Turknett Spring Pond - WTP Backwash Lagoon

Description of work: The City of Augusta has identified a sediment build-up in the water plant backwash pond, known as Turknett Spring Pond, see attached exhibit A. The pond is located near Hiram Road. The accumulated sediment will be removed mechanically and transported within the site to previopusly constructed dewatering cells for final disposal left in place. Payment will be paid upon mobilization monthly (approximately 3 months duration). Gator Dredging proposes to provide the following services:

1. Mechanical Dredging of accumulated sediment
2. Placement of dredged sediment into existing on-site dewatering cells
3. Pre-post sediment elevation exhibit for calculation of volume removed for payment

City will provide:

1. All permits necessary to perform work (if necessary)
2. Brush-hogging of site prior to our work
3. Removal and capping of existing weirs from dewatering cells, if required.
4. Access to the Lagoon from all gates surrounding site
5. All restoration of landscaping, sidewalk, asphalt, or any other disturbances (if necessary)

Item	Description	Qty	Rate	Amount
1	Mobilization	1	\$85,000.00	\$85,000.00
2	Dredging	43,000	\$13.00	\$559,000.00
			Total	\$ 644,000.00



ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

FROM: Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Monday, August 26, 2024

SUBJECT: Construction Services for Lake Dredging – Turknett Spring Sediment Basin
 Lake Dredging Contract Supplement Work
 Regulatory Permit Compliance
 RFP 20-224
 File Reference: 24-014(A)

Augusta Engineering (AE) is seeking to supplement Turknett Spring Sediment Basin sediments dredging to the in-progress Lake sediments dredging and disposal contract (RFP20-224) to keep the basin in compliance with its regulatory flow discharge permit. Following paragraphs state reasoning for extending contract and proceed with Turknett Spring Sediment Basin sediments removal.

Removal of sediments from Turknett Spring sediment basin is regulatory compliance requirement. Turknett Spring Sediment Basin receives filter backwash discharge, containing solids, from Augusta Highland Water Treatment facility. This discharge is permitted/regulated under state NPDES General Permit. Solids settle at Turknett Spring by gravity. This process requires incoming discharge extended retention time in the basin. Presently the Basin is filled with sediments and its storage capacity is near full. The basin is not providing needed retention time for sediments to settle, that is creating discharge permit compliance issue. Hence, it is likely current state of the basin will yield non-compliance status soon. It is AE determination that supplementing Turknett Spring Sediment Basin dredging to dredging work in-progress is cost effective and timely option, and Gator Dredging is the only contractor previously submitting proposals for such specialized work (20-244). AE estimated that such action will yield cost saving of approximately one (1) million dollars. Cost saving comes from contractor's site-specific operation setup and low dredging cost due to the Gator's recent local experience dredging comparable waterbodies such as Hiers Ponds and Lake Aumond.

Gator Dredging is under contract providing waterbody dredging services to AE. AE is seeking to supplement Turknett Spring sediment basin dredging to the in-progress sediments dredging and disposal contract so the basin sediments holding capacity can be regained in a timely manner.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
 June Hamal, AED Construction Manager and Program Delivery Lead
 File

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Committee Meeting

Meeting Date: September 10, 2024

James Brown (Twiggs St. to Laney Walker) Phase III Improvements-

GDOT PI #013707

Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/
Quality Control

File Reference: 24-014(A)

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$61,580 for James Brown (Twiggs to Laney Walker) Phase III Improvements Project. MEG assigned to James Brown Phase III construction. AE/ RFP 19-179
- Background:** The Project is phase 3 of James Brown Blvd. Streetscaping improvements Project. The Project is listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of Phase III is to repair delinquent sidewalk and streetscape features along James Brown Boulevard from Twiggs Street to Laney Walker Boulevard. Alternatively, this project will bring the deficient pedestrian facilities within the project boundary into compliance with the Americans with Disabilities Act (ADA), and also serve to beautify and create a consistent façade for the James Brown Boulevard corridor. Project construction phase is under contract and Augusta Engineering (AE) is about to commence construction.
- Analysis:** On February 6, 2024 Augusta Commission awarded James Brown (Twiggs to Laney Walker) Improvements contract to JHC Corporation. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral parts of construction activities to ensure improvements quality control and quality assurance (QA/QC), and construction per design. QA/QC is essential to ensure Federal FHWA funds utilization requirements compliance. MEG is under contract for such services.
- Financial Impact:** Funds are available in amount of \$61,580 in Engineering SPLOST8-Emergency Construction

Alternatives: 1. Do not approve and find alternative way to provide required CMT_Geotech, Construction QA/QC Services and meet GDOT/FHWA construction QA/QC requirements.

Recommendation: Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of \$61,580 for James Brown (Twiggs to Laney Walker) Phase III Improvements Project. MEG assigned to James Brown Phase III construction. AE/ RFP 19-179

Funds are available in the following accounts: (\$61,580) 330-041110-54.14110 / 222830902-54.14110 - SPLOST 8 On-Call Construction

REVIEWED AND APPROVED BY: HM/SR



August 7th, 2024

Ms. June Hamal
 Associate Director Construction & Program Delivery
 Augusta Engineering Department
 452 Walker Street, Suite 110
 Augusta, Georgia, 30901

**Re: Proposal for Construction Materials Testing & Engineering Services
 James Brown Blvd (Twiggs Street to Laney Walker Blvd) – Phase III Project**

Dear Ms. Hamal:

Pursuant to your email request on August 7th, Matrix Engineering Group, Inc. {MATRIX} is pleased to submit our proposal for the provisions of Construction Materials Testing Services for the James Brown Blvd (Twiggs Street to Laney Waker-Blvd) Phase III project. Based on the total schedule of 180 calendar days (estimate 130 works days), and the construction drawings that were provided, Matrix will perform the materials testing services for a total estimated fee of **Sixty-One Thousand, Five Hundred and Eighty Dollars (\$61,580)**, as shown in Table 1.

Matrix inspectors utilize a proprietary, cloud-based reporting, scheduling, and document management system {*Matrix | Sequence*}, that connects the construction team to the project's Schedule of Special Inspections (SSI). This robust tool uniquely synchronizes the entire construction team on our findings including a dynamic open item record that gives a barometer of the status of the various inspections. Our staff also leverages *Filio*, a cutting edge, geospatial photo management software that captures and geo-tags photographs which document the inspected activities. Through machine learning and artificial intelligence, the photographs are searchable by date and type of activity or observation.

We appreciate the opportunity to submit this proposal and look forward to providing the testing services on these important and exciting projects.

Sincerely,

MATRIX ENGINEERING GROUP, INC.

Naser Ackall, ICC
 Field Services Coordinator
naser@matrixengineeringgroup.com

Sam Alyateem, PE
 Principal
samp@matrixengineeringgroup.com

\\ZMATRIX\drive_m\1.0 MATRIX PROJECTS FOLDER\2.0 Matrix Proposals\1.0 CMT\James Brown Blvd - Phase III\CMT Proposal for James Brown Blvd on 8 7 24.doc

INTRODUCTION

This proposal is presented for the provisions of Construction Materials Testing Services for the James Brown Blvd (Twiggs Street to Laney Waker-Blvd) Phase III project. Our scope includes soils testing, reinforcing steel inspections, bearing capacity determination, GAB testing, asphalt documentation, subgrade evaluations, related laboratory testing and Professional Engineer consulting and recommendations.

SCOPE OF SERVICES

Our scope of services was developed to meet the testing requirements, as defined by the project specifications and GDOT specs and guidelines. The following sections detail our scope of services. The most cost-effective services will be achieved through our strategic allocation of experienced manpower, our quality approach to providing the required services, and our competitive rates.

CONSTRUCTION MATERIALS TESTING SERVICES

- Monitor and document progress of work on daily basis and schedule construction inspections as required by the project specifications
- Subgrade evaluation of existing materials: Proof-roll and/ bearing capacity evaluation
- Geotechnical Engineer to provide evaluation & recommendations for Stabilization, as needed
- Monitoring of over excavation and quantification
- Backfill monitoring and testing of structural fill
- Backfill monitoring and testing of pipe backfill on storm drain lines, water lines and site walls
- Subgrade inspections of finished grades for pavements and sidewalks on both sides of the roadway
- Concrete testing on sidewalks on both sides of the roadway (8' wide and 6' wide), and Curbs/Gutters, and structures.
- GAB Compaction testing and Proof-roll testing
- Laboratory testing
 - Soil Proctors tests
 - GAB Proctors
 - Asphalt testing
 - Concrete Testing
 - Gradations
- Professional Engineer for report review, consultation, site visits and recommendations

COMPENSATION

The following table provides a breakdown of the costs associated with the requested inspection and testing services. It is anticipated that inspections will be required on a daily basis. In developing the following budget, we have taken into consideration the overlapping nature of the construction activities. Therefore, it is impractical to separate the costs of testing services for each individual task. We have estimated the testing budget based on the estimated construction schedule and the required inspection services. Any additional services that may be required will be based on the unit fees provided in the Schedule of Fees and upon your prior authorization. Matrix will perform the materials testing services for a total estimated fee of **Sixty-One Thousand, Five Hundred and Eighty Dollars (\$61,580)**. The work will be billed on a monthly basis in accordance with our annual contract with the City of Augusta.

**TABLE 1:
 SCHEDULE OF FEES – CONSTRUCTION MATERIALS TESTING**

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
<u>ITEM 1 – Senior Tech for Construction Materials Testing:</u> <ul style="list-style-type: none"> • Attendance of weekly site meetings • Subgrade evaluations • Soil Backfill monitoring • Soil Backfill Compaction Testing • Bearing Capacity Evaluations • GAB Testing • Nuclear Gauge Density testing • Asphalt Temperature Determination 	4 hrs/day x 130 days x \$62*/hr	\$32,240.00
<u>ITEM 2 – Staff Engineer & Professional Engineer:</u> <ul style="list-style-type: none"> • Staff Engineer for documentation of construction activities • Geotechnical Engineer to provide evaluations and recommendations for stabilization • Geotechnical Engineering Consultation & Recommendations • PE for Report Review and Certification of Reports 	2 hrs/day x 130 days x \$85/hr 1 hr/wk x 26 weeks x \$115/hr	\$22,100.00 \$2,990.00
<u>ITEM 3 – Laboratory Testing for Soils / Asphalt</u> <ul style="list-style-type: none"> • Soil Standard Proctors • Gradations • Atterberg Limits • Asphalt Specific Gravity Testing 	LUMP SUM	\$1,250.00
<u>ITEM 4 – Laboratory Testing for Concrete Cylinders</u> <ul style="list-style-type: none"> • Concrete Cylinder Pick-Ups & transportation to lab • Compressive Strength Testing 	LUMP SUM	\$3,000.00
Estimated Maximum Fee:		\$61,580.00

**The total does not include costs associated with re-testing of areas that fail to meet the project specifications upon initial inspection, nor any additional assignments that are requested by the owner that are beyond the scope of work provided herein. All testing services are assumed to occur during regular work hours. Services exceeding 40 hours per week and work on weekends will be billed at 1.5 times the hourly rates listed above. Shop Visits are not included in this estimate.*

***Senior Technician rate is based on daily rate of \$496 divided by 8 hours*



**RFP 19-179 On-Call Construction Material Inspection and Testing,
Construction Monitoring and Quality Assurance/Quality Control and
Geotechnical Inspections and Investigations
for Augusta, GA – Engineering Department
RFP Due: Friday, March 29, 2019 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 10
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 125
Georgia Procurement Registry: 448
Mandatory Pre-Qualifications Conference Attendees: N/A
Total Number Mailed to Local Vendors: 3
Total packages submitted: 9
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
CSRA TESTING & ENGINEERING 1005 EMMETT STREET, SUITE A AUGUSTA, GA 30904	Yes	138689	Yes	Yes	Yes	Yes	Yes
NOVA ENGINEERING 3900 KENNESAW 75 PKWY SUITE 100 KENNESAW, GA 30144	Yes	124398	Yes	Yes	Yes	Yes	Yes
MC SQUARED INC 1275 SHILOH RD NW SUITE 2620 KENNESAW, GA 30144	Yes	228126	Yes	Yes	Yes	Yes	Yes
WOOD 2677 BUFORD HWY ATLANTA, GA 30324	Yes	44372	Yes	Yes	Yes	Yes	Yes
ATC 1453 GREENE STREET AUGUSTA, GA 30901	Yes	46692	Yes	Yes	Yes	Yes	Yes
GMC 1450 GREENE STREET, SUITE 505 AUGUSTA, GA 30901	Yes	425070	Yes	Yes	Yes	Yes	Yes
MATRIX ENGINEERING 3459 WRIGHTSBORO RD, SUITE B AUGUSTA, GA 30909	Yes	46339	Yes	Yes	Yes	Yes	Yes
S & ME 1527 CRESCENT DRIVE AUGUSTA, GA 30909	Yes	53285	Yes	Yes	Yes	Yes	Yes



**RFP 19-179 On-Call Construction Material Inspection and Testing,
Construction Monitoring and Quality Assurance/Quality Control and
Geotechnical Inspections and Investigations
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VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
EMC ENGINEERING 4424 COLUMBIA RD, SUITE B MARTINEZ, GA 30907	Yes	324715	Yes	Yes	Yes	Yes	Yes



Committee Meeting

Meeting Date: September 10, 2024

Pavement Management System and Preventive Maintenance Solutions

For Augusta Roadway Infrastructure

RFQ 21-242

File Reference: 24 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplemental funding (SA2) for continued roadway pavement assessment & asset Inventory data verification and analysis to Infrastructure Management Services (IMS) in the amount of \$189,000.00 for Augusta Roadway Infrastructure Pavement System Assessment and Preventive Maintenance Solutions Professional Services Agreement. AE/ RFQ 21-242
Background:	Augusta Engineering (AED) is actively seeking data-driven decision-making processes for implementing a proactive Pavement Management Program (PMP). Since 2019, AED reviewed various pavement management technologies and discussed implementation options with subject matter experts (SME). AED Current PMP is budget driven. Total miles of road paved per year are subject to budget availability. AED maintains road paving list and set paving priority based on road conditions, safety and use. List consists of roads identified by AED, neighborhood representatives, Augusta Commissioners, and area other elected officials. In 2021, AED transitioned to PMP utilizing outsourced pavement data collection process for pavement condition index that can be used prioritizing road resurfacing and pavement preservation to enhance recently paved or constructed road good life. On April 19, 2022, Augusta Commission awarded these specialized services agreement to Infrastructure Management Services (IMS).
Analysis:	On April 19, 2022, Augusta Commission awarded roadway pavement condition assessment & asset inventory specialized services contract to Infrastructure Management Services (IMS). First phase of field data collection is complete, however, data quality assurance/quality control review revealed that additional field verification and data analysis is warranted. In addition, since collection of first data set, new tools/technology with enhance pavement data evaluation capabilities become available and utilizing these new tools/technology is beneficial & cost effective for continuity of Augusta Pavement Assessment & Preventative Maintenance.

Financial Impact: Funds in amount of \$189,000.00 available in Engineering SPLOST8-road resurfacing funds.

Alternatives: No alternate proposed. Continuity of services is essential for completing Augusta’s Roadway Pavement Management Program.

Recommendation: Approve supplemental funding (SA2) for continued roadway pavement assessment & asset Inventory data verification and analysis to Infrastructure Management Services (IMS) in the amount of \$189,000.00 for Augusta Roadway Infrastructure Pavement System Assessment and Preventive Maintenance Solutions Professional Services Agreement. AE/ RFQ 21-242

Funds are available in the following accounts: (\$189,000) 330-041110-54.14110 / 222830908-54.14110 - SPLOST 8-Roadway Resurfacing

REVIEWED AND APPROVED BY: HM/sr

**AUGUSTA-RICHMOND COUNTY
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Augusta Richmond County Project Number(s):	330-041110-52.12115/222830908-52.12115
Supplemental Agreement Number:	2
Purchase Order Number:	22ENG166

WHEREAS, We, Infrastructure Management Services entered into a contract with Augusta-Richmond County on May 18, 2022, for Engineering Design Services for **Pavement System Assessment & Preventative Maintenance Solutions for Augusta Roadway Infrastructure**, and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

For Continued roadway Pavement Assessment & Asset Inventory data verification and analysis

It is agreed that as a result of the above described modification the contract amount is increased by **\$189,000.00** from **\$506,049** to a new total of **\$695,049.00**.

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Infrastructure Management Services, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2024.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Infrastructure Management Services

Mayor Garnett L. Johnson

Approved: Date _____

Approved: Date _____

[ATTACHED CORPORATE SEAL]

ATTEST: _____

ATTEST: _____

Title: _____

Title: _____



Augusta-GA 2024 Road Condition and
Asset Inventory

Quotation

Opportunity ID: 24-08-05152



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8/23/2024

Augusta-Richmond County
 Mohamed Mahgoub
 Email: mmahgoub@augustaga.gov
 Phone: 706-821-4851

Re: Augusta-GA 2024 Road Condition and Asset Inventory

Dear Mohamed,

IMS Infrastructure Management Services (IMS) is pleased to present this quotation for a roadway pavement condition survey for Augusta-Richmond County as an addendum to the current contract. As an industry leader with four decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work side-by-side with our clients to ensure all project goals are met and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (854) 458-7052 or by email at cfarley@icc-ims.com.

Best Regards,
 IMS Infrastructure Management Services

Chris Farley

Chris Farley, CSM



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 Largo, FL 33777



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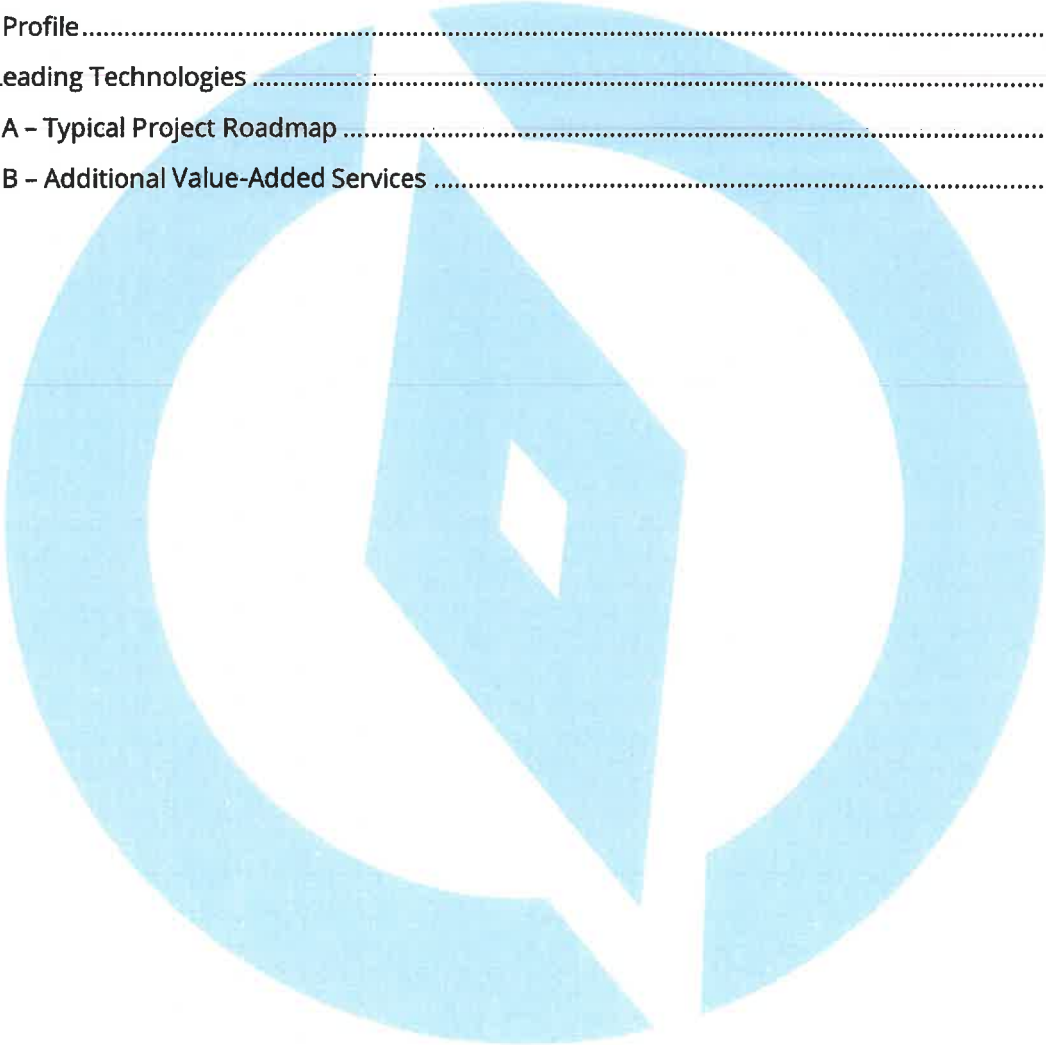


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Project Overview

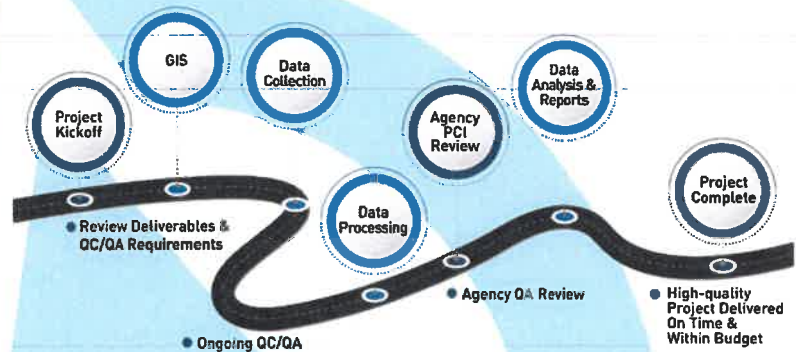
The primary objective of this project is to collect 1,080 test miles of roadway condition data. To ensure adequate coverage across the roadway network, we survey roads with greater than three lanes in both directions and all remaining roads in one direction. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team's collective experience of successfully delivering thousands of similar projects. (See Appendix A for more details on each step in our project roadmap.)

The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.

An asset inventory will also be performed using the right-of-way imagery. The following asset types will be inventoried following a similar data dictionary and scope of work as performed in the previous cycle, but with suitable clarifications and enhancements to improve data quality as mutually agreed:

1. Pavement Markings - Point
2. Pavement Striping - Linear
3. Sidewalk/Curb Ramps
4. Curb & Gutter
5. Traffic Signals and Flashers
6. Sign Supports



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Deliverables

01**Roadway Pavement Condition Data**

Reported in an Excel spreadsheet and a geodatabase.

02**Easy Street Analysis (ESA) of Roadway Pavements**

- Easy Street Analysis (ESA) pavement management spreadsheet
- Customizable prioritization and deferred cost analysis over 10-year timeframe
- ESA training session (two hours) via Teams

03**Ten (10) Year, Network-Level Pavement Management Plan****04****Inform™ Online Data Viewer**

Enables convenient, browser-based viewing of collected data and imagery. The quoted price includes data hosting and software access for unlimited agency users for 5 years.

05**Additional Value-Added Services**

If applicable, based on our discussions with you, this budgetary estimate includes information and pricing on additional value-added services, described in more detail below.



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Quotation

Augusta-GA 2024 Road Condition and Asset Inventory

This offer expires on 9/27/2024. Note: The final fee and scope of work depends on confirmation of test miles to be surveyed and analysis and reporting requirements.

Budgetary Estimate					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff	1	Lump Sum	\$2,462.00		\$2,462.00
Project Management	1	Lump Sum	\$1,000.00		\$1,000.00
GIS Review and Survey Extents Verification	1,080	Test Miles	\$1.75		\$1,890.00
Mobilization/Calibration	1	Lump Sum	\$4,500.00		\$4,500.00
Field Data Collection - IrisPRO Pave	1,080	Test Miles	\$55.00		\$59,400.00
Pavement Management Report	1	Lump Sum	\$3,500.00		\$3,500.00
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	1,080	Test Miles	\$20.00		\$21,600.00
Asset Inventory - Pavement Markings - Point	1,080	Test Miles	\$11.50		\$12,420.00
Asset Inventory - Pavement Striping - Linear	1,080	Test Miles	\$11.50		\$12,420.00
Asset Inventory - Sidewalk/Curb Ramps	805	Test Miles	\$18.00		\$14,490.00
Asset Inventory - Curb & Gutter	805	Test Miles	\$18.00		\$14,490.00
Asset Inventory - Traffic Signals and Flashers	350	Test Miles	\$18.00		\$6,300.00
Asset Inventory - Sign Supports	1,080	Test Miles	\$23.00		\$24,840.00
Easy Street Analysis (ESA) Pavement Management Plan (PMP)	1	Lump Sum	\$8,500.00		\$8,500.00
Ladybug Image Delivery and Table (per camera view)	1,080	Test Miles	\$1.10		\$1,188.00
Inform Web Hosting (90 days included at no charge)	1,080	Miles per year	\$1.20	100%	\$0.00
			Total Price:		\$189,000.00
Continued on page 7					



Optional Add-ons *The following line items will be activated upon approval of the Augusta Engineering dept and are not included in total price above.					
Inform Web Hosting	1,080	Miles per year	\$1.20		\$1,296.00
Inform - 800 to 1,200 lane miles	1	Year	\$6,000.00		\$6,000.00
Easy Street Analysis Support	1	Year	\$1,000.00		\$1,000.00
Contingency Reserve	1	Lump Sum	\$20,000.00		\$20,000.00

If the City chooses to execute this contract addendum, IMS will apply 50% of the asset inventory balance from the current contract, or \$74,757.25, as a down payment towards the above services. For clarity, upon payment of the outstanding balance of \$149,514.50 for assets and \$13,300.75 for pavement, IMS will credit \$74,757.25 towards this addendum, making the balance to be paid for the new work only **\$114,242.75**.

The quantity of miles for asset extraction can vary by +/-10% at no change in the total cost shown in the table above.

Easy Street Analysis Support includes both technical support and routine updates to ESA such as treatment costs, added/removed segments, and analysis extracts. It does not include re-running analysis or performing new analysis.



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Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA) compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. **Together, IMS – now powered by ICC – are paving the way forward!**



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Industry-Leading Technologies

IrisPRO Pave™

The pavement condition survey will be performed using an IrisPRO Pave™ data collection system. The IrisPRO Pave™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an iXBlue A7 or OxTS INS with DGPS.



Inform™ Online Data Viewer

The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits.



"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

– Robert Bush, Program Manager, Arizona DOT



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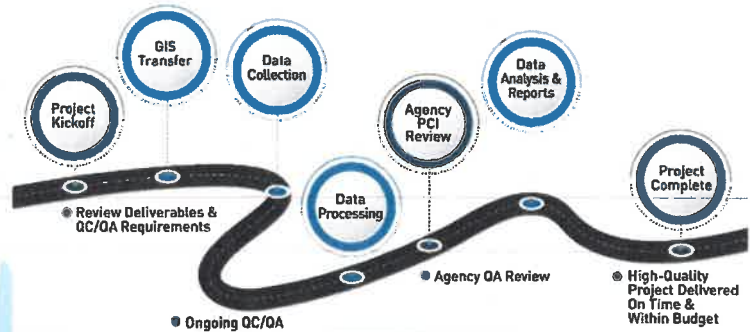
APPENDIX



Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency's project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.



Step 2: GIS Linkage and Survey Map Development

Following the kickoff meeting, IMS' GIS team reviews the agency's roadway network and verifies the roadways to be collected. The agreed-upon roadway network is loaded into ICC Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered.

Step 3: Data Collection

The pavement condition survey is performed with an ICC IrisPRO Pave™ data collection system. Georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements are collected.

Step 4: Data Processing

The collected data are processed using ICC Connect™ software to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported using the International Roughness Index (IRI) method.



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Largo, FL 33777



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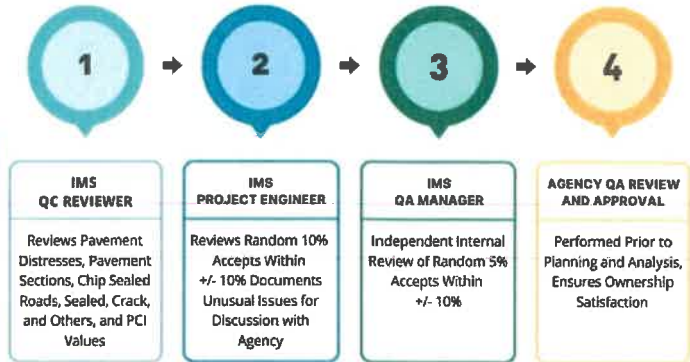


www.icc-ims.com



Step 5: Multi-step QC/QA IMS has developed a unique approach to pavement condition surveys by coupling the power of automated algorithms with manual review of distress data by trained and certified pavement raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance. This rigorous QC/QA process provides an added measure of confidence that the pavement condition data is accurate.

Comprehensive Data Quality Management



Step 6: Data Analysis & Reports

- **Comprehensive Analysis**
Our data analysis is thorough and tailored to provide insights that drive decision-making.
- **Detailed Reporting**
We deliver comprehensive reports that are clear, concise, and customized to your reporting standards.

Step 7: Project Closeout

Project deliverables will be sent to you for final approval and acceptance. Once accepted, we will facilitate a final project close-out meeting with you, where we will present our findings and recommendations. This workshop-style meeting is an opportunity to clarify any final questions and discuss other ways IMS can support your pavement management program in the future.



10630 75th Street
Largo, FL 33777



+1 727-547-0696



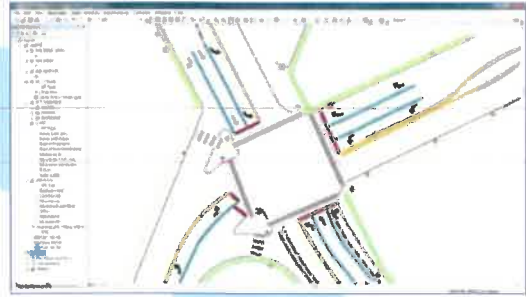
www.icc-ims.com



Appendix B – Additional Value-Added Services

Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, ADA ramps, pavement markings and striping, traffic signals, trees, and many others. While we offer multiple methods for collecting ROW asset data, which is a primary component of half of all our projects, this is the most efficient.



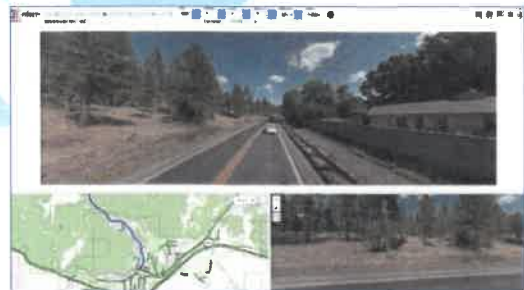
Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Data Hosting

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Ninety (90) days of complimentary hosting is included with all IMS projects.** Competitive pricing for data hosting in year two and beyond is available upon request.



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Largo, FL 33777



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Structural Testing with a Fast-Falling Weight Deflectometer (FastFWD)

IMS offers additional pavement testing techniques to enhance decision-making and project prioritization.

The FastFWD applies a dynamic load to the pavement surface to measure structural capacity and pavement layer stiffness values.

We integrate the structural index (SI) as a component of each roadway's final PCI to help you better predict future performance and fine-tune rehabilitation activities, such as determining when to reconstruct vs. mill and overlay.



Sidewalk, Trail, and Parking Lot Surveys with a Sidewalk Surface Tester (SST)

We deploy our Sidewalk Surface Testers (SST) for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys yield comprehensive sidewalk condition data that may be used in combination with lidar pedestrian curb ramp data to develop detailed ADA transition plans. With the evolving Prowag requirements, it is critical for agencies to have a plan in place for routinely assessing the condition of and proactively maintaining their pedestrian walkways.



Mobile Lidar for Pedestrian Curb Ramp Assessments

Mobile Lidar is deployed to supplement ROW inventory surveys by creating a 3D point cloud from which measurements can be extracted. Our mobile lidar system collects 1.2 million points per second, resulting in extremely dense point clouds. The integrated Ladybug5+ camera captures high-resolution spherical imagery at defined intervals. Using the lidar point cloud, IMS can efficiently take detailed measurements of pedestrian curb ramps.



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Roadway Friction Testing

Friction testing is a critical element of roadway safety inspections. Adequate friction can help reduce accidents and save lives. In the last five years alone, we have successfully completed 174 friction testing projects. The friction of the pavement surface is measured in accordance with ASTM E274 and incorporates a ribbed tire in accordance with ASTM E501 for studies of the left wheel path at each site.



In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.



Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.



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Largo, FL 33777



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Software “Needs Assessments,” Training, and Technical Support

IMS performs software needs assessments for agencies to determine the pavement management system that will best meet the agency’s needs. We also provide software training as a value-added service. We review the agency’s existing IT structure, program goals, and user skillsets to make a recommendation on what pavement management software will best meet the need. Ongoing technical support is another popular value-added service available regardless of software.



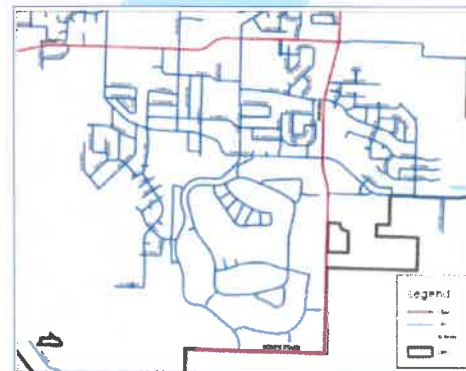
GIS “Clean-up” Services – No GIS... No Problem!

IMS reviews the integrity of the agency’s GIS to ensure that segmentation conforms to pavement management best practices and that the existing attribution is correct. Our team of GIS technicians and analysts assist agencies in validating their GIS and modifying it, when necessary, to meet pavement management goals and objectives. Developing pavement-specific GIS layers is often necessary for reporting pavement conditions in a logical, easy-to-understand format.



Roadway Functional Class Review

IMS reviews the functional classification and characteristics of the agency’s roadway network to make any necessary adjustments to highway, road, and street classifications. Understanding the volume of traffic and associated traffic loads is critical in determining the appropriate maintenance and rehabilitation activity for each roadway pavement.





Committee Meeting

Meeting Date: September 10, 2024

DEDICATION OF: HEARTHSTONE COMMOMS

FILE REFERENCE: 23-005(A)

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 Hearthstone Commons.
Background:	<p>The final plat for Hearthstone Commons was approved by the Commission on March 15, 2022 . The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.</p> <p>The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.</p>
Analysis:	<p>This section meets all codes, ordinances and standards. Portions of this subdivision lie within the 100-year flood plain and wetlands, which are noted on the final plat.</p> <p>Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.</p>
Financial Impact:	<p>By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.</p> <p>By acceptance of the utility deed and maintenance agreement, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.</p>
Alternatives:	<p>1. Approve the deed of dedication, maintenance agreement, and road resolutions submitted by the Engineering Department and Augusta Utilities Department for Hearthstone Commons.</p>

2. Do not approve and risk litigation.


Recommendation: Approve Alternative Number One.


Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: HM/WC

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: August 16, 2024

Subject: Certificate of Completion
Dedication of Hearthstone Commons
File reference: 23-005(A)3

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 March 15, 2022. 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

DE PLAT 61-171-43
 Record of Deeds, Volume 1124
 Page 1
 Filed for Record August 1, 1924
 County of Hampden, Massachusetts
 City of Springfield

RECORD PLAT
 OF
 HEARTHSTONE
 COMMONS
 PREPARED BY
 H. C. STURGEON & CO.
 ENGINEERS
 100 STATE STREET
 SPRINGFIELD, MASS.

CONVEYED UNDER
 DEED OF TRUST
 TO THE
 RECORD PLAT
 OF HEARTHSTONE
 COMMONS
 BY
 DEED OF TRUST
 DATED
 AUGUST 1, 1924
 BETWEEN
 THE
 RECORD PLAT
 OF HEARTHSTONE
 COMMONS
 AND
 THE
 RECORD PLAT
 OF HEARTHSTONE
 COMMONS

RECORD PLAT
 OF
 HEARTHSTONE
 COMMONS
 SHEET 1 OF 5

RECORD PLAT
 OF
 HEARTHSTONE
 COMMONS
 SHEET 1 OF 5



EASEMENT DATA

NEW EASEMENT IN FULL EASEMENT
 TO AND FROM THE RECORD PLAT
 OF HEARTHSTONE COMMONS

PROPERTY DATA
 The property is situated in the City of Springfield, County of Hampden, State of Massachusetts, and is bounded as follows:
 North by the Record Plat of Hearthstone Commons, containing 1.25 acres, more or less, as shown on the Record Plat of Hearthstone Commons, Book 1124, Page 1, of the Record of Deeds for the County of Hampden, State of Massachusetts.
 South by the Record Plat of Hearthstone Commons, containing 1.25 acres, more or less, as shown on the Record Plat of Hearthstone Commons, Book 1124, Page 1, of the Record of Deeds for the County of Hampden, State of Massachusetts.
 East by the Record Plat of Hearthstone Commons, containing 1.25 acres, more or less, as shown on the Record Plat of Hearthstone Commons, Book 1124, Page 1, of the Record of Deeds for the County of Hampden, State of Massachusetts.
 West by the Record Plat of Hearthstone Commons, containing 1.25 acres, more or less, as shown on the Record Plat of Hearthstone Commons, Book 1124, Page 1, of the Record of Deeds for the County of Hampden, State of Massachusetts.

ESSEMENT NO. 1
 ESSEMENT NO. 2
 ESSEMENT NO. 3
 ESSEMENT NO. 4
 ESSEMENT NO. 5
 ESSEMENT NO. 6
 ESSEMENT NO. 7
 ESSEMENT NO. 8
 ESSEMENT NO. 9
 ESSEMENT NO. 10

GENERAL NOTES
 1. The property is situated in the City of Springfield, County of Hampden, State of Massachusetts, and is bounded as follows:
 North by the Record Plat of Hearthstone Commons, containing 1.25 acres, more or less, as shown on the Record Plat of Hearthstone Commons, Book 1124, Page 1, of the Record of Deeds for the County of Hampden, State of Massachusetts.
 South by the Record Plat of Hearthstone Commons, containing 1.25 acres, more or less, as shown on the Record Plat of Hearthstone Commons, Book 1124, Page 1, of the Record of Deeds for the County of Hampden, State of Massachusetts.
 East by the Record Plat of Hearthstone Commons, containing 1.25 acres, more or less, as shown on the Record Plat of Hearthstone Commons, Book 1124, Page 1, of the Record of Deeds for the County of Hampden, State of Massachusetts.
 West by the Record Plat of Hearthstone Commons, containing 1.25 acres, more or less, as shown on the Record Plat of Hearthstone Commons, Book 1124, Page 1, of the Record of Deeds for the County of Hampden, State of Massachusetts.

RECORD PLAT
 OF
 HEARTHSTONE
 COMMONS
 SHEET 1 OF 5



D: PLAT B: 17 P: 49 05/13/2022 11:39 AM
Doc # 2022024556 Page 3 of 3



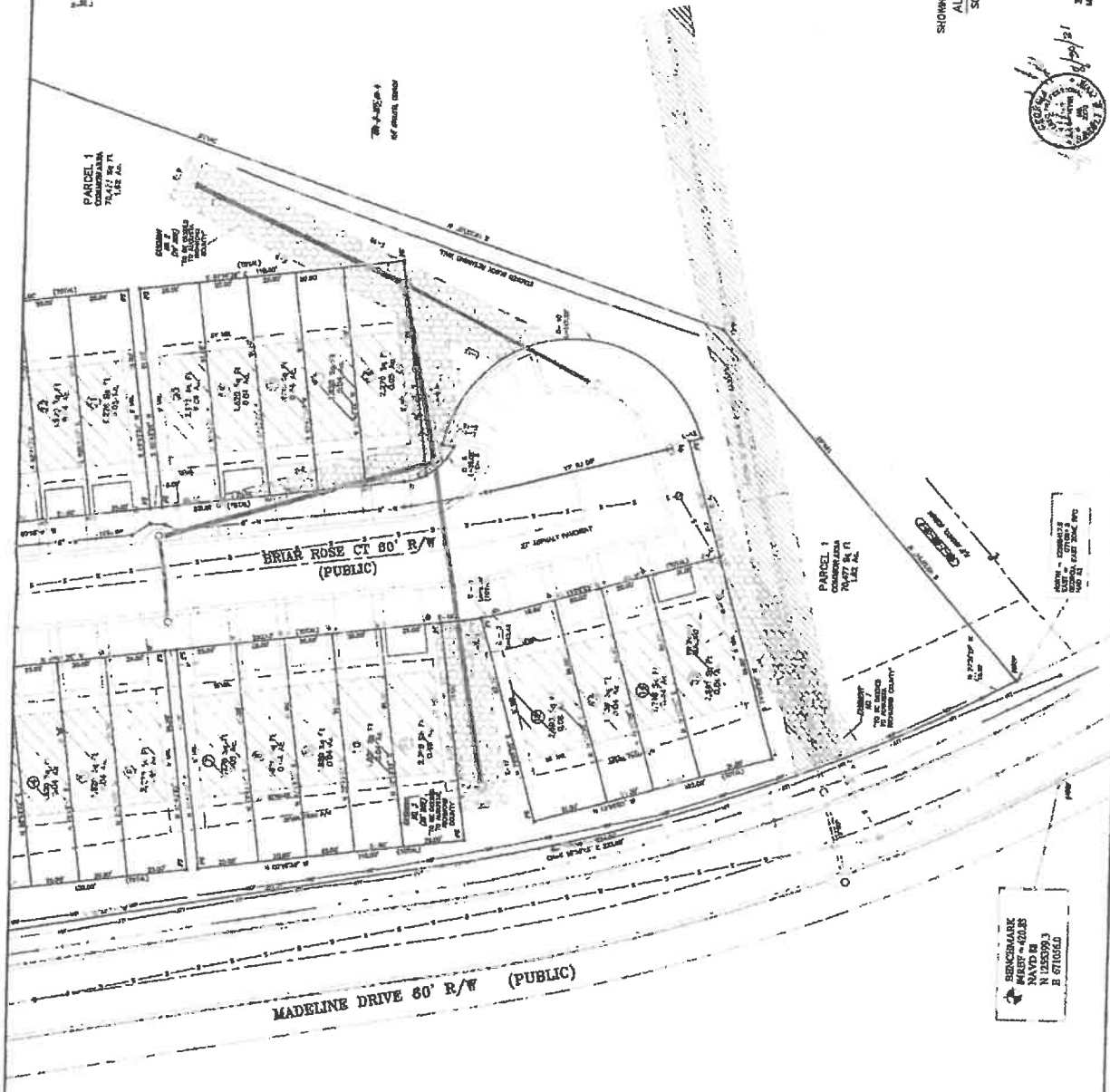
RECORD PLAT
OF
HEARTHSTONE COMMONS

SHOWING PROPERTY LOCATED OFF MADELINE DR.
AUGUSTA-RICHMOND COUNTY, GEORGIA
SCALE 1" = 20'
PREPARED BY AUGUST 30, 2021



H&C Surveying, Inc.
S.D. 2021
3822-E COMMERCIAL COURT
MARTINEZ, GA. 30017 PHONE (770) 882-3183

SHEET 3 OF 3



D: PLAT B: 17 P: 49
Doc # 2022024556 Page 3 of 3
05/13/2022 11:39 AM
Augusta-Richmond County, Georgia
Surveyor General
11/15/2018 11:39 AM



FOR THE CLERK OF COURT USE ONLY

Table with 2 columns: 'Lot No.', 'Area (sq. ft.)'. Contains lot numbers 1 through 12 and their respective areas.

Table with 2 columns: 'Lot No.', 'Area (sq. ft.)'. Contains lot numbers 13 through 24 and their respective areas.

BENCHMARK
#4223
NAVD 83
N 128399.3
E 011056.0

Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
Roads, Storm System, and Pond
HEARTHSTONE COMMONS

THIS INDENTURE, made and entered into this ____ day of _____, _____, by and between **DOGS RENTAL INVESTMENT, 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.

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 storm sewerage system as the same are now located within deeded 60' R/W and existing as shown and delineated on a plat of Hearthstone Commons, as prepared by H & C Surveying INC, dated August 30, 2021, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 17, Pages 47-49; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

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

TOGETHER with all that lot or parcel of land shown and designated as "Hearthstone Way and Briar Rose Court - 60' R/W; on that plat of Hearthstone Commons, as prepared by H & C Surveying INC, dated August 30, 2021, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 17, Pages # 47-49; 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.

TO HAVE AND TO HOLD SAID property and all the members and appurtenances therein belonging as aforesaid, and every part thereof, unto the said party of the SECOND PART, its successors and assigns, forever.

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:

Amy Blaschke
Witness

**DOGS RENTAL INVESTMENT,
LLC**

By: [Signature]
Keith Blaschke

As Its: [Signature]
Title

[Signature]
Notary Public, Georgia
My Commission Expires 2026
(Notary Seal)
COLUMBIA COUNTY, GEORGIA
PUBLIC
SEPTEMBER 07 2026

ACCEPTED:

AUGUSTA, GEORGIA

By _____
Garnett L. Johnson
As Its Mayor

Lena Bonner
As Its Clerk of Commission

(SEAL)

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, 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 # 17, Pages #47-49.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein.

(3) The Developer agrees that if during said eighteen-month period there is a failure of the installations laid or installed in said subdivision described in the 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, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

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

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

SIGNED, SEALED AND DELIVERED
in our presence:

DOG RENTAL INVESTMENT, LLC

Amy Blascke
Witness

By: [Signature]

As its: Manager
Title



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its Mayor

Attest: _____
Lean Bonner
As Its Clerk of Commission
(SEAL)

Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

SUBDIVISION: Hearthstone Commons

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Briar Rose Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Briar Rose Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Briar Rose Court 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 Hearthstone Way
Extending South approx. 359.90 ft to cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.07 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution

to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)

Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

SUBDIVISION: Hearthstone Commons

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Hearthstone Way is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Hearthstone Way a part of its County Road System.

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

- (a) Points of beginning and ending:
Beginning at ☐ of Madeline Drive
Extending East 344.50 ft to Termination
- (b) Length of road to nearest 1/100th mile:
0.07 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution

to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
 Water and Gravity Sanitary Sewer Systems
HEARTHSTONE COMMONS

WHEREAS, **DOGS RENTAL INVESTMENT, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as “DOGS”, owns a tract of land in Augusta, Georgia, located on the east side of Madeline Drive, off Harper Franklin Avenue, on which there was constructed a residential subdivision known as Hearthstone Commons, (the “Subdivision”) as shown on that certain plat of Hearthstone Commons, prepared by H&C Survey, Inc., dated August 30, 2021, approved by the Augusta-Richmond County Planning Commission on March 7, 2022, by the Augusta Commission on March 15, 2022, and recorded on May 13, 2022, in Plat Book 17, Pages 47-49, 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, 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 DOGS 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, DOGS 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 DOGS, as Grantor, and AUGUSTA, as Grantee:

WITNESSETH:

THAT DOGS, 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.

Also, an exclusive permanent offsite sanitary sewer easement, shown as Easement No. 1, on said Plat, consisting of 2,160 S. F., or 0.05 Ac.

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

DOGS also grants 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.

DOGS further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, 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, DOGS has hereunto set its hand and affixed its seal the day and year first above written.

DOGS RENTAL INVESTMENT, LLC

Keith Rosen
Witness

By: [Signature]
Keith Blaschke

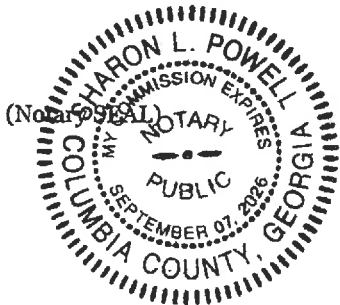
As Its: Manager

[Signature]
Notary Public

State of Georgia, County of Columbia

My Commission Expires: 9-7-24

(SEAL)



(Signatures continued on next page.)

ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

Seal)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT
HEARTHSTONE COMMONS
Water Distribution System and Gravity Sanitary Sewer System

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between **DOGS RENTAL INVESTMENT, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as "DEVELOPER", and **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the townhome subdivision known as HEARTHSTONE COMMONS, as shown by a Deed of Dedication (the "Deed"), contemporaneously tendered and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS AUGUSTA has adopted a policy requiring the DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months.

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the 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 of the installations laid or installed in said subdivision, as described in said Deed, for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivision described in the Deed, due to failure or poor workmanship, DEVELOPER shall be responsible for adequate maintenance and repair.

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)

DATE: August 29, 2024

TO: The Honorable Garnett L. Johnson, Mayor
Members of the Commission
Alvin Mason, Chairman, Engineering Services Committee

THROUGH: Takiyah Douse, Interim Administrator

FROM: Hameed Malik, Ph.D., PE, Director of Engineering & Envir. Services

SUBJECT: Purchase of Upgraded Rhythm Systems for Richmond County for TIA ITS
Part 2

CAPTION: Approve the purchase through a sole source procurement for the replacement of Richmond County’s Rhythm In-Sync Adaptive Signal Timing System for next phase of the TIA Intelligent Transportation System project. Approve funds in the amount of \$567,574.92. Requested by the Augusta Engineering & Solid Waste Department.

BACKGROUND: The first phase of Augusta Engineering’s ITS project was installed in 2016 and 2017. Many of the necessary hardware and software components are now reaching eight to ten years old and need upgrades and replacement. In the second round of TIA funding, there is a project titled “Intelligent Transportation Operations and Maintenance Repairs” programmed for this purpose.

ANALYSIS: The Augusta Traffic Engineering network has been in operation for over eight years. The existing Rhythm In-Sync System predates that network by almost 10 years. The system running currently in our signal cabinets have been in place since 2008 and 2009. This system, along with the TE network has greatly improved our ability to enhance traffic safety and flow throughout Richmond County. It has also helped tremendously with the annual Masters Golf Tournament held each April. Much of the hardware and software that currently runs on our network is in need of upgrades or replacement. This purchase will allow AED to replace all of the adaptive signal timing systems and have them tuned to today’s traffic needs.

FINANCIAL IMPACT: Adequate funds are available, and an expenditure of this amount will leave funding for other uses in this TIA project.

ALTERNATIVES: Do not approve the sole source funding request.

RECOMMENDATION: Approve sole source purchase order request to replace all Rhythm In-Sync Adaptive Signal Timing Systems

REQUESTED AGENDA DATE: Committee Meeting: September 10, 2024
Commission Meeting: September 17, 2024

FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:

(\$567,574.92) 372041110-54.24910 / TIA224905-54.24910

HM/SR

Attachment – Sole Source PO request



Print Form

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

Vendor: Rhythm Engineering E-Verify Number: 238686

Commodity: Upgraded System Hardware

Estimated annual expenditure for the above commodity or service: \$ 567,574.92

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

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

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

Name: Hameed Malik Department: AE&SWD Date: 8/28/24
Department Head Signature: [Signature] Date: 8/29/24
Approval Authority: [Signature] Date: 9/3/24
Administrator Approval: (required — not required) Date:


COMMENTS:

**ENGINEERING DEPARTMENT**

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

MEMORANDUM

TO: Ms Geri Sams – Procurement Director

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

DATE: August 28, 2024

SUBJECT: Rhythm Engineering System Upgrades

Rhythm Engineering is the industry standard provider for adaptive traffic control systems throughout the country. Rhythm Engineering is the sole provider of the In-Sync Adaptive Traffic Control System used extensively throughout Augusta, Richmond County, and the CSRA. Any In-Sync items that need to be repaired or replaced must be done by them, as they are the only authorized entity to sell their own products or perform such work.

This solution will allow the Augusta Engineering Department Traffic Engineering Division to continue to utilize the existing adaptive signal timing system that has been in place for over a decade. This system maximizes existing signal infrastructure for the safe and efficient flow of traffic throughout the Augusta area.

Rhythm Engineering is headquartered in Lenexa, Kansas and has customers throughout the United States. Funding is available through the TIA 2 - Operations and Maintenance Project.

JU/SR

cc: File

Augusta Engineering Administration
452 Walker St, Suite 110 - Augusta, Georgia 30901
Phone: (706) 796-5040 - Fax: (706) 796-5045
www.augustaga.gov



7/8/2024

To John Ussery & the Augusta Team,

Upon review of adaptive traffic management equipment in Augusta, GA, Rhythm Engineering identified the following recommendations for processor upgrades and support contract renewal, totaling \$567,574.92

- River Watch Road Equipment Upgrade - \$84,360
- Washington Rd Equipment Upgrade - \$176,175
- Hwy 25 Equipment Upgrade - \$117,450
- Wrightsboro Rd Equipment (Phase 1) Upgrade - \$46,980
- Wrightsboro Rd Equipment (Phase 2) Upgrade - \$58,725
- Support Contract Renewal - \$83,884.92

If Support Renewals are purchased, we're going to offer corridor reconfigurations for only the additional onsite charges (\$2k/day). We'll include the other work as part of a partnership, instead of charging in-office hours as previously quoted. This means that a typical reconfiguration of one corridor requiring Tu-Th onsite (M/F travel days) will cost \$6k. We do not include travel days, just the days onsite for engagement or requested to be on-call for engagement (such as the next Masters). This will significantly decrease Augusta's costs from previous quoting.

Thank you for your partnership!

A handwritten signature in black ink, appearing to read "Richard Cole".

Richard Cole | General Manager | **Rhythm Engineering**

14019 W 95th St. Lenexa, KS 66215 | P 913.227.0603 ext 113

24 Hour Technical Support: 913.8.Rhythm | 913.674.9846



Engineering Services Committee Meeting

Meeting Date: 09/10/2024

Sole Source Procurement of Verderflex Pumps From J.H Wright & Associates

Department:	Utilities
Presenter:	Stephen Orton-Maintenance Supt.
Caption:	Motion to Approve the sole source purchase of 2 – Verderflex Hose Pumps in the Amount of \$27,410.00 from J.H. Wright & Associates.
Background:	The Highland Ave. Water Treatment Plant has Verderflex pumps in service for feeding chemicals, these units are 15 years old and have become obsolete. The manufacture has stated parts for these pumps are no longer supported
Analysis:	N/A
Financial Impact:	\$27,410.00 from Budgeted Funds
Alternatives:	Continue to use current pumps and look for other Manufactures
Recommendation:	Approve the purchase Of 2 – Verderflex Pumps from J.H. Wright & Associates
Funds are available in the following accounts:	506043520-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A



Print Form

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

Vendor: J.H. Wright & Associates E-Verify Number: 477196

Commodity: Chemical Feed Pumps

Estimated annual expenditure for the above commodity or service: \$ 27,410.00

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

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

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

Name: Stephen Orton Department: 4416 Date: 9/3/2024

Department Head Signature: Frank W Byns Date: 3Sept24

Approval Authority: [Signature] Date: 9/3/24

Administrator Approval: (required – not required) Date:

COMMENTS:



UTILITIES DEPARTMENT

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

TO: Geri Sams
Director, Procurement Department

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

FROM:

CC:

DATE: 9/3/2024

SUBJECT: SOLE SOURCE of Verdeflex Pumps

This is a sole source for J.H Wright & Associates for the purchase of Verdeflex Pumps, they are the only Distributor that can sell these Pumps in Georgia.(see attached letter). We already use this pump in our process and the new pumps will fit into the same footprint as the older pumps, without more cost to have to revamp the footprint for a different manufacture.



05/02/2023

Re: Sourcing Verder Products

Augusta Utilities

To whom it may concern,

Please use this letter as verification that J.H. Wright & Associates are our exclusive sales representative for all direct/aftermarket sales of Verderflex products in the state of Georgia. This includes all our pumps, parts, and accessories. All inquiries, purchase orders, and requests for service should be directed to J.H. Wright for consideration.

If there are any questions or concerns, feel free to contact myself or the main office at any time.

Sincerely,
Dustin Adams

Regional Sales Manager – East / Municipal



Verder, Inc. HQ

312 Corporate Parkway, Suite 101

Macon, GA 31210

Tel: 877-783-7337

Fax: 877-471-3569

Website: www.verder-us.com

Home Office: NE Indiana

Cell: 478-283-6994

Email: dustin.adams@verder-us.com



J. H. WRIGHT & ASSOCIATES
 P. O. BOX 1085
 DAPHNE, AL
 PHONE 888-655-7867 / 251-621-1491
 FAX 251-621-8111

QUOTATION # DF0824-21
DATE: 8/26/2024

PREPARED BY:
 David Foster

TO:	<i>Chris Washington</i>	PROJECT:	<i>Verder Dura 35 Upgrade</i>
COMPANY:	<i>Augusta Utilities</i>	MODEL/SN:	<i>Dura 35</i>
	<i>2835 Central Ave</i>	LOCATION:	
	<i>Augusta, GA 30909</i>	PO#	
PHONE:	<i>706-840-6802</i>	ENGINEER:	
EMAIL:	<i>cwashington3@augustaga.gov</i>	CONTACT:	
SPECS			
CREDIT TERMS:	<i>Net 30 Upon Shipment</i>	PROVIDED VIA:	<i>Chris Washington</i>
DELIVERY:	<i>4-6wks</i>	FREIGHT:	<i>Allowed/Delivered</i>

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>Price Each</u>
2	Dura 35 Standard Pump Unit with EPDM Hose and VFOCS Leak Detection; Standard Pressure Rotor up to 90psi; 1.25" 316ss ANSI flanges	\$ 13,705.00

TOTAL SELLING PRICE \$ 27,410.00

- Notes:**
1. Freight IS included in the pricing
 2. Manufacturer's standard pump warranty applies

- 1 Due to today's highly volatile materials and labor market, pricing is guaranteed for only 30 days from the date of this quote.
- 2 Under no circumstances are "Retainage Fees" allowed.
- 3 All material is subject to the design engineer's final approval of submittals.
- 4 Our prices do not include any Federal, State or Local sales taxes.
- 5 All quotations are for material only and do not include any labor or installation unless otherwise noted.
- 6 Manufacturer's standard warranty applies to all products.
- 7 JHW standard terms and conditions apply (see attached).
- 8 Should the services of a collection agency, attorney, or other legal service become necessary for collection, purchaser shall assume responsibility for all expenses accrued in the collection process.
- 9 Any material held at JHW's warehouse will be invoiced based on customer's original required date and payment is due per the terms described in "Credit Terms" above.

The undersigned agrees to, and has the authority to, bind purchaser to the terms and conditions and equipment above:

SIGNATURE: _____ **DATE:** _____

Verderflex

Dura 35



VERDERFLEX®

Description

The Verderflex Dura 35 is a compact, high pressure medium flow hose pump with superior secondary containment. Designed for dosing, metering, sampling, high lift or medium head applications in brewing, chemical processing, industrial plants, water treatment and effluent and waste water processing

Features and benefits

- Ideal for abrasive or high solid content slurries
- Self Priming, problem free pumping of gaseous liquids
- Easily pumps viscous liquids
- Gentle low shear pumping action
- Dry running capabilities
- Long life hoses
- No seals or valves
- FDA CFR21 and EC/1935, optional ATEX

Technical data

Maximum Flow Rate	5488 l/h	Maximum Medium Temperature	80°C *
Maximum Discharge Pressure	16 bar	Maximum Incompressible Solid Size	3.5 mm
Maximum Suction Lift	9.5 mwc	Maximum Compressible Solid Size	8.75 mm
Hose ID	35 mm		

* Continuous use with NR hose

Materials

Description	Material	Paint Detail
Pump Housing	Cast Iron (GG25)	Green Powder Coated
Front Cover	Carbon Steel with Plexiglass Inspection Window	Powder Coated
Rotor	Cast Iron (GG25)	
Drive Shaft	EN24T Steel	
Port Flange	316 Stainless Steel Universal slotted design fits with DIN PN16 DN32, ANSI 150# 1 1/4" & JIS10K 32 Options: 304 Stainless Steel with Polypropylene or P.V.D.F Insert*	
Mounting Frame	Carbon Steel	Powder Coated
Gearbox Flange	Aluminium	
Bearing	Bearing Steel	
Shaft Seal	Viton Option: PTFE	
Lubricant	Verderlube - Glycerine based lubricant** Verdersil - Silicone based lubricant***	
Hose	Natural Rubber (NR) Options: Nitrile Buna Rubber (NBR) Ethylene Propylene Diene Monomer (EPDM), Food Grade Nitrile Buna (NBRF), Hypalon® (CSM) and Verderprene	
Weight	Complete pump excluding drive: 70 kg	

* Temperature Limit for PP Insert is 40°C and for PVDF Insert is 80°C.

** Temperature Limit for Verderlube is 50°C.

*** Suitable for application above 50°C, but subject to maximum temperature limit of the hose and applications involving strong oxidising agents and nitrogenous compounds.

Verderflex

Dura 35

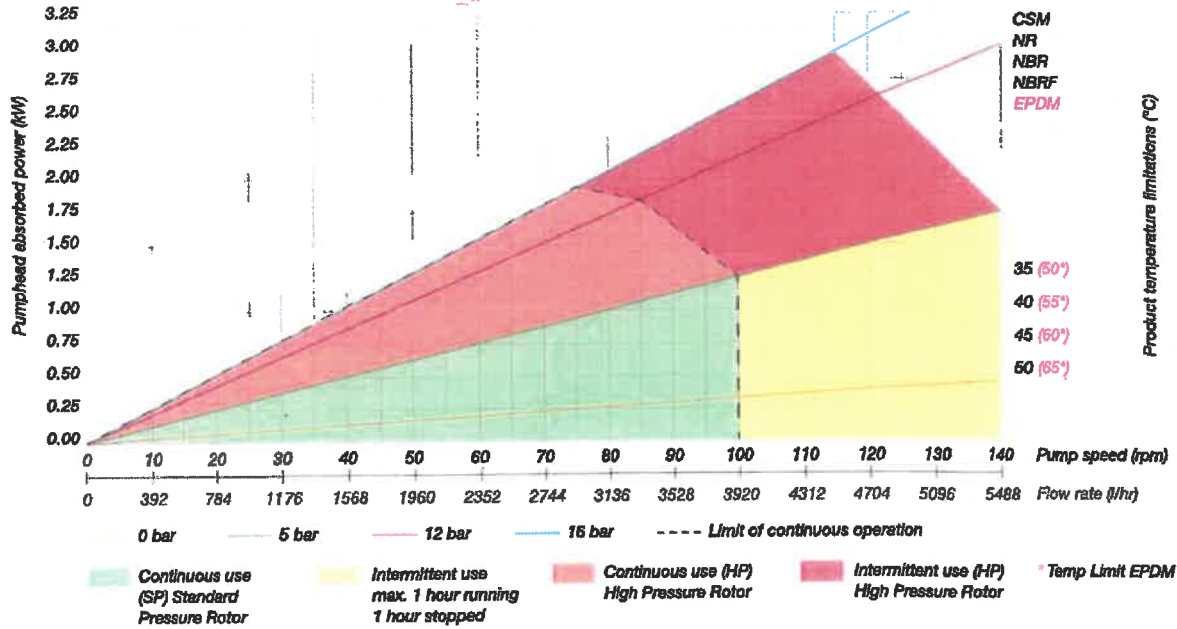


VERDERFLEX®

Standard Pump Options for 50Hz Motor Fitted With Worm Gearbox, Suitable for Inverter Duty

Flow l/hr	Pump Speed RPM	Installed Motor Power kW	Max Turndown at 6 Bar discharge pressure
431	11	0.55	1.5:1
706	18	1.1	2:1
1098	28	1.5	2:1
1372	35	1.5	2:1
1842	47	1.5	2:1
2744	70	2.2	3:1

Performance curve



Any application below 15 Hz may require special review. Flows are typical and were measured with water at 20°C with no suction lift or discharge pressure. Actual flows will vary according to suction conditions, discharge pressure and normal component production tolerances.

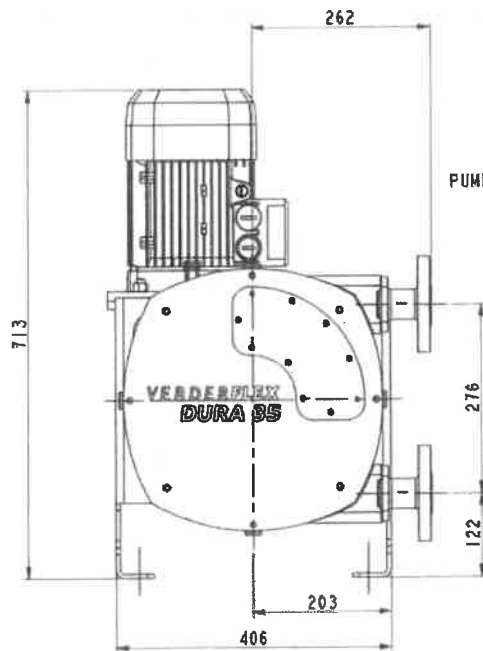
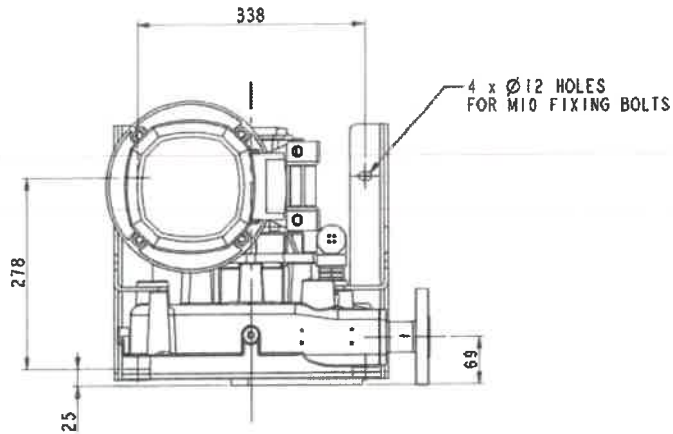
DURA PUMPS OPERATING ABOVE 6 BAR REQUIRE CONSULTATION WITH MANUFACTURER OR DISTRIBUTOR.

Verderflex Dura 35

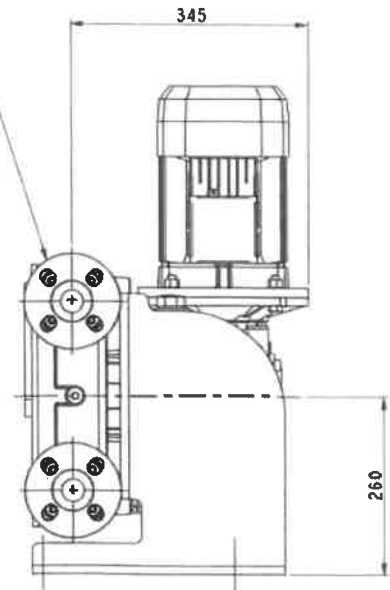


VERDERFLEX®

Dimensions



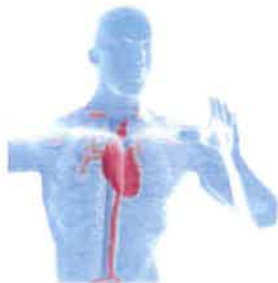
INLET / DISCHARGE
FLANGE OPTIONS: -
DN32 - PN16
1 1/4" - ANSI 1501b
32 - JIS 10k
PUMP CAN RUN IN EITHER DIRECTION



GMU MOTOVARIO NMRVP090 FA BN100 B5

All dimensions are in mm.

All dimensions and weights are for guidance only.



Find your local supplier at www.verderflex.com

For construction, installation and floor mounting drawings please contact your local authorised Verderflex® distributor.

VERDER
passion for pumps



Engineering Services Committee

September 10, 2024

Olive and White Roads re-opening

Department:	N/A
Presenter:	N/A
Caption:	Update on the Olive and White Roads re-opening. (Requested by Commissioner Francine Scott)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Francine Scott
Sent: Thursday, September 5, 2024 8:19 AM
To: Lena Bonner
Cc: Commissioner Jordan Johnson
Subject: Olive Road & White Rd Update

Good Morning Ms.Bonner,

Please place on the agenda: Olive Rd & White Rd Re-opening Update.

Thank you.

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



Public Safety Committee

Meeting Date: **September 10, 2024**

1% Budget Reinstatement

- Department:** Animal Services
- Presenter:** Director Hill
- Caption:** Motion to approve Reinstatement of 1% to Animal Services Budget
- Background:** At the Commission meeting on November 21, 2024, Commission directed all departments to decrease their 2024 budgets by 1%. As a result, Animal Services was forced to reduce its budget by \$18,830.
- Analysis:** The Veterinarian (5212130) and Medical (5317710) accounts are the most critical as it pertains to preparing adoptable pets for adoption. Prior to the 1% budget cut, we planned for a quarterly budget of \$26,825 for the Veterinarian account and \$20,950 for the Medical account. However, as a result of the 1% budget cut we only have approximately \$6,783.46 left in the Veterinarian account and approximately \$20,069.24 left in the Medical account for the final quarter of 2024. That is a total gap of \$20,922.30. The reinstatement of the \$18,830 will minimize that gap.
- Financial Impact:** N/A
- Alternatives:** N/A
- Recommendation:** Approve reinstatement of 1% that was cut from the Animal Services budget
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** James H. Hill III

James Hill

From: Nancy A. Ocque
Sent: Monday, November 27, 2023 3:39 PM
To: James Hill
Subject: FY24 budget cuts

James,

*At the November 21st Commission meeting, it was directed departments decrease their 2024 budgets by 1%. Some items such as depreciation, indirect costs and capital expenditures were excluded.
 To assist with this process, Finance has calculated the amount your budget(s) need to be reduced.
 Please identify the specific expenditure accounts and the amount each line is to be cut.
Return the proposed reductions by email to your analyst no later than 5 pm Wednesday November 29th.
 This information will be presented to the Commission on December 5th.*

Should you have any questions, do not hesitate to call.

ORG KEY	DEPARTMENT NAME	2024 ADMIN RECOM	1% Cut from AR
101039110	Animal Services	1,882,790	18,830

Thanks,
 Nancy

*Nancy A. Ocque
 Senior Accountant, BBA, MBA
 Augusta Georgia
 706-821-2879*

GL Budgets and Actuals with Encumbrances

<u>Object</u>	<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Encumbrance</u>	<u>Balance</u>
Org. Key:	101039110 Animal Services				
Director:	HILL				
Report To:	ADMIN				
111110	Petty Cash	0.00	100.00	0.00	-100.00
371110	Contributions And Donations Fr	1,000.00	425.00	0.00	575.00
511110	Perm Full-Time S&W-Regular	957,500.00	473,696.27	0.00	483,803.73
511111	Perm Full-Time S&W-Comp Time	0.00	10,186.26	0.00	-10,186.26
511112	Perm Full-Time S&W-Sick Pay	0.00	21,099.99	0.00	-21,099.99
511113	Perm Full-Time S&W-Vacation	0.00	24,979.95	0.00	-24,979.95
511120	Perm Part-Time S&W-Regular	35,100.00	4,325.98	0.00	30,774.02
511310	Perm Full-Time S&W-Overtime	45,000.00	37,766.21	0.00	7,233.79
511621	ARP supplement	49,520.00	3,189.04	0.00	46,330.96
512110	Health Insurance	91,680.00	31,699.69	0.00	59,980.31
512112	Life Insurance	4,200.00	2,336.29	0.00	1,863.71
512113	Long-Term Disability Insurance	2,330.00	1,152.45	0.00	1,177.55
512210	FICA	67,400.00	34,879.48	0.00	32,520.52
512212	Medicare	15,750.00	8,157.26	0.00	7,592.74
5123113	GMEBS Pension Plan	77,550.00	42,929.35	0.00	34,620.65
5129110	Auto Allowance	6,000.00	3,923.09	0.00	2,076.91
5129112	Clothing Allowance	200.00	200.00	0.00	0.00
5212130	Veterinarians	107,300.00	99,383.67	1,132.87	6,783.46
5213115	Water Testing	620.00	0.00	0.00	620.00
5213117	Pest Control	700.00	410.00	0.00	290.00
5222140	Landfill Fees (Backcharge Only)	3,260.00	2,618.70	0.00	641.30
5222150	Stormwater Fee	2,070.00	1,945.60	0.00	124.40
5223110	Repairs and maintenance	10,000.00	5,078.21	1.00	4,920.79
5223112	R&M-Contract-Equipment	11,950.00	3,062.54	3,223.52	5,663.94
5232110	Telephone	1,000.00	518.75	0.00	481.25
5232112	Cellular Phone	8,320.00	4,559.09	0.00	3,760.91
5232114	Radios-Air Time	6,930.00	4,040.40	0.00	2,889.60
5232116	MDT Communication Costs	2,740.00	1,596.42	0.00	1,143.58
5232119	Other Communications Equip	2,430.00	1,132.00	0.00	1,298.00
5232120	Postage-Print shop Only	1,160.00	182.58	0.00	977.42
5233111	Legal Advertising	700.00	90.02	285.00	324.98
5234110	Printing and binding	1,000.00	810.00	100.00	90.00
5236110	Membership Dues	130.00	0.00	0.00	130.00
5236131	Credit Card Service Charge	1,800.00	381.69	0.00	1,418.31
5237110	Education & Training	7,700.00	5,111.96	0.00	2,588.04
5238110	Licenses	400.00	400.00	0.00	0.00
5311110	General supplies and materials	11,650.00	1,165.34	1,779.14	8,705.52
5311111	General Office Supplies	1,670.00	728.50	0.00	941.50
5311112	Cleaning Supplies	5,000.00	3,725.40	501.57	773.03
5311114	Animal Supplies	2,370.00	1,040.86	672.96	656.18
5311210	Copy Services - Contract	2,220.00	1,823.59	0.00	396.41
5311211	Copy Services - Paper	660.00	457.30	0.00	202.70

GL Budgets and Actuals with Encumbrances

<u>Object</u>	<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Encumbrance</u>	<u>Balance</u>
5311410	Uniforms	7,000.00	3,270.59	1,280.04	2,449.37
5311810	Special Events	340.00	0.00	0.00	340.00
5311815	Special Programs	3,500.00	2,530.00	630.00	340.00
5311915	Computer Hardware Supplies	500.00	0.00	0.00	500.00
5312110	Water and Sewerage	6,900.00	2,669.02	0.00	4,230.98
5312310	Electricity	71,920.00	63,768.56	0.00	8,151.44
5312510	Oil	100.00	0.00	0.00	100.00
5312710	Gasoline	41,580.00	20,292.05	0.00	21,287.95
5313110	Food	14,200.00	10,696.82	2,535.95	967.23
5317710	Medical Services	83,800.00	53,744.57	9,986.19	20,069.24
5319135	R & M - Radios - Contract Only	1,440.00	0.00	0.00	1,440.00
5512110	Vehicle Cost Alloc-Contract	55,670.00	30,784.79	0.00	24,885.21
5512111	Vehicle Cost All-NonContract	15,450.00	10,066.43	0.00	5,383.57
5531111	Print Shop Charges	300.00	0.00	0.00	300.00
	Revenue & Transfers In:	<u>1,000.00</u>	<u>425.00</u>	<u>0.00</u>	<u>575.00</u>
	Expenditure and Transfers Out:	<u>1,848,710.00</u>	<u>1,038,606.76</u>	<u>22,128.24</u>	<u>787,975.00</u>
	Net:	<u>-1,847,710.00</u>	<u>-1,038,181.76</u>	<u>-22,128.24</u>	<u>-787,400.00</u>
Grand Total (RV & TI) by Fund: 101		<u>1,000.00</u>	<u>425.00</u>	<u>0.00</u>	<u>575.00</u>
Grand Total (XP & TO) by Fund: 101		<u>1,848,710.00</u>	<u>1,038,606.76</u>	<u>22,128.24</u>	<u>787,975.00</u>
	Net:	<u>-1,847,710.00</u>	<u>-1,038,181.76</u>	<u>-22,128.24</u>	<u>-787,400.00</u>



Meeting Name

Meeting Date: 9/10/2024

Accept an award from Discretionary Community Project Grants- Office of Justice

Department: Richmond County Sheriff’s Office

Presenter: Major Gerald Metzler

Caption: Accept an award from Discretionary Community Project Grants- Office of Justice

Background Department of Justice (DOJ) offered an open application process in March 2023. The Richmond County Sheriff’s Office submitted an application to apply for grant funding and two projects were awarded totaling: \$1,007,000.00.

Information as follows:

RCSO Body Worn Camera program

Awarded: \$690,000.00

The Richmond County Sheriff’s Office will use the funds from this grant to purchase additional Body Worn Cameras that will be implemented in an existing comprehensive BWC program. The new BWCs will replace outdated BWCs, expand the department’s data storage capabilities, and make videos more accessible for follow-up investigations and as evidence in criminal proceedings.

RCSO Crisis Intervention Team (CIT) Initiative

Awarded: \$317,000.00

The Richmond County Sheriff’s Office proposes to implement a Mental Health Response Team. The purpose is to create a co-responder effort in Richmond County, Georgia between mental health clinicians, certified peer specialists, and law enforcement officers to assist on-scene dealing with individuals in active mental health crises and/or who need follow-up case management and treatment rather than placement in the criminal justice system. Project activities include creating two co-responder teams consisting of licensed clinician, CIT-trained deputy, and certified peer counselor to assist in dealing with people in mental health crisis and obtaining treatment as opposed to incarceration. Expected outcomes are to reduce the risk of serious injury or death during an emergency interaction between persons with mental illness and law enforcement officers, provide access to mental health treatment rather than placement in the criminal justice system, and to provide to safety, understanding and compassion when dealing with mental health related calls for service. The co-responder team will attempt to restore the person to a pre-crisis level. The team will also work with community partners to provide affected

individuals and support individuals with community resources and case management

Analysis:

N/A

Financial Impact:

This is a 100% reimbursable grant. Upon completion of purchases, RCSO will submit reimbursement request to Department of Justice.

Alternatives:

N/A

Recommendation:

Accept the award amount \$1,007,000.00 from Department of Justice (DOJ)

Funds are available in the following accounts:

N/A-100% Reimbursable from grant

REVIEWED AND APPROVED BY:

N/A



Department of Justice (DOJ)

Item 14.

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	AUGUSTA-RICHMOND COUNTY GOVERNMENT 535 TELFAIR ST STE 800		
City, State and Zip:	AUGUSTA, GA 30901		
Recipient UEI:	ZH93N1J4TBE8		
Project Title: Mental Health Response Team	Award Number: 15PBJA-24-GG-00439-BRND		
Solicitation Title: BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program			
Federal Award Amount: \$317,000.00	Federal Award Date: 8/15/24		
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance		
Funding Instrument Type:	Grant		
Opportunity Category: D			
Assistance Listing: 16.753 - Congressionally Recommended Awards			
Project Period Start Date: 10/1/24	Project Period End Date: 12/31/25		
Budget Period Start Date: 10/1/24	Budget Period End Date: 12/31/25		
Project Description:			
<p>The Richmond County Sheriff’s Office proposes to implement a Mental Health Response Team. The purpose is to create a co-responder effort in Richmond County, Georgia between mental health clinicians, certified peer specialists, and law enforcement officers to assist on-scene dealing with individuals in active mental health crises and/or who need follow-up case management and treatment rather than placement in the criminal justice system. Project activities include creating two co-responder teams consisting of licensed clinician, CIT-trained deputy, and certified peer counselor to assist in dealing with people in mental health crisis and obtaining treatment as opposed to incarceration. Expected outcomes are to reduce the risk of serious injury or death during an emergency interaction between persons with mental illness and law enforcement officers, provide access to mental health treatment rather than placement in the criminal justice system, and to provide to safety, understanding and compassion when dealing with mental health related calls for service. The co-responder team will attempt to restore the person to a pre-crisis level. The team will also work with community partners to provide affected individuals and support individuals with community resources and case management.</p>			

Award Letter

August 15, 2024

Dear NANCY HE,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by AUGUSTA-RICHMOND COUNTY GOVERNMENT for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/ Byrne Discretionary Grants Program. The approved award amount is \$317,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Item 14.

Recipient Information

Recipient Name

AUGUSTA-RICHMOND COUNTY GOVERNMENT

UEI

ZH93N1J4TBE8

Street 1

535 TELFAIR ST STE 800

Street 2

City

AUGUSTA

State/U.S. Territory

Georgia

Zip/Postal Code

30901

Country

United States

County/Parish

Province

Award Details

Federal Award Date

8/15/24

Award Type

Initial

Award Number

15PBJA-24-GG-00439-BRND

Supplement Number

00

Federal Award Amount

\$317,000.00

Funding Instrument Type

Grant

Assistance Listing Number

Assistance Listings Program Title

16.753

Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

OJP

Program Office
BJA

2024 BJA FY24 Invited to Apply- Byrne Discretionary
Community Project Grants/Byrne Discretionary Grants
Program

Application Number

GRANT14158904

Grant Manager Name

Wai Yee Tsang-White

Phone Number

[202-451-7159](tel:202-451-7159)

E-mail Address

Wai.Yee.Tsang-White@usdoj.gov

Project Title

Mental Health Response Team

Performance Period Start

Date

10/01/2024

Performance Period End Date

12/31/2025

Budget Period Start Date

10/01/2024

Budget Period End Date

12/31/2025

Project Description

The Richmond County Sheriff’s Office proposes to implement a Mental Health Response Team. The purpose is to create a co-responder effort in Richmond County, Georgia between mental health clinicians, certified peer specialists, and law enforcement officers to assist on-scene dealing with individuals in active mental health crises and/or who need follow-up case management and treatment rather than placement in the criminal justice system. Project activities include creating two co-responder teams consisting of licensed clinician, CIT-trained deputy, and certified peer counselor to assist in dealing with people in mental health crisis and obtaining treatment as opposed to incarceration. Expected outcomes are to reduce the risk of serious injury or death during an emergency interaction between persons with mental illness and law enforcement officers, provide access to mental health treatment rather than placement in the criminal justice system, and to provide to safety, understanding and compassion when dealing with mental health related calls for service. The co-responder team will attempt to restore the person to a pre-crisis level. The team will also work with community partners to provide affected individuals and support individuals with community resources and case management.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Year 1	Total
Personnel	
\$317,000	\$317,000
Fringe Benefits	
\$0	\$0
Travel	
\$0	\$0
Equipment	
\$0	\$0
Supplies	
\$0	\$0
Construction	
\$0	\$0
SubAwards	
\$0	\$0
Procurement Contracts	
\$0	\$0
Other Costs	
\$0	\$0
Total Direct Costs	
\$317,000	\$317,000
Indirect Costs	
\$0	\$0
Total Project Costs	
\$317,000	\$317,000

Spacer

Federal

Non-Federal

Year1

\$317,000

\$0

Spacer

\$317,000

\$0

Budget Totals

	Total	Percentage
Total Project Cost	\$317,000	
Federal Funds	\$317,000	100.00~symbolPlaceholder~
Non-Federal Amount	\$0	0.00~symbolPlaceholder~
Match Amount	\$0	0.00~symbolPlaceholder~
Program Income	\$ 0	

0.00~symbolPlaceholder~

Empty Space

Budget Category

Personnel

Fringe Benefits

Travel

Equipment

Supplies

Construction

SubAwards

Procurement Contracts

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm>

(select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies

banning employees from text messaging while driving any vehicle during the course of performing work funded award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that

prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described a will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on

this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) a unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body

armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

48

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

49

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

50

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

51

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	8/9/24 8:58 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

Grant Coordinator

Signed Date And Time

—

AUGUSTA, GEORGIA New Grant Proposal/Application

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

Proposal Project No. Project Title

PR000429 SHERIFF RCSO Crisis Intervention Program

Requesting grant funds offered through Senator Jon Offoff's Congressional Directed Spending from the COPS Funding for implementation of a Crisis Intervention Team (CIT) Program. The CIT Program will create a co-responder effort between mental health clinicians, certified peer specialists, and law enforcement officers to assist on-scene dealing with individuals in active mental health crisis and/or who need follow-up case management and treatment rather than placement in the criminal justice system.

No cash match required/ EEO required: no.

Start Date: 01/01/2024 **End Date:** 12/31/2024
Submit Date: 02/28/2023 **Department:** 032 Sheriff **Cash Match?** N
Total Budgeted Amount: 316,160.00 **Total Funding Agency:** 316,160.00 **Total Cash Match:** 0.00

Sponsor: GM0014 US Dept of Justice
Sponsor Type: F Federal
Purpose: 12 Mental Health **Flow Thru ID:**

Contacts


Type	ID	Name	Phone
I	GMI053	Hal Hitchcock	(706)261-0438

Approvals


Type **By** **Date**
FA R. ROUNDTREE 02/28/2023

Dept. Signature: 
Grant Coordinator Signature:  3/2/2023

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

 3-2-2023
Finance Director Date

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

 3/3/23
Administrator Date

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

AUGUSTA, GEORGIA New Grant Proposal/Application

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

Proposal Project No. Project Title

PR000430 SHERIFF RCSO Violence Intervention and De-escalation Program


Requesting funds offered through Senator John Ossoff's Congressional Directed Spending from the COPS Funding for implementation of the Richmond County Sheriff's Office Domestic Violence Intervention and De-escalation Program. This is a multifaceted program that will utilize the funds from this program to purchase Body-worn cameras, BWCs, that will record evidence in domestic violence case that will increase guilty convictions as well as promote de-escalation by documenting every encounter with citizens. No cash match required / EEO required: no. / EEO Department Notified: no.

Start Date: 01/01/2024 **End Date:** 12/31/2024
Submit Date: 03/01/2023 **Department:** 032 Sheriff **Cash Match?** N
Total Budgeted Amount: 689,956.94 **Total Funding Agency:** 689,956.94 **Total Cash Match:** 0.00

Sponsor: GM0014 US Dept of Justice
Sponsor Type: F Federal
Purpose: 7 Crime control/Invest **Flow Thru ID:**

Type	ID	Name	Contacts	Phone
I	GMI053	Hal Hitchcock		(706)261-0438

Approvals

<u>Type</u>	<u>By</u>	<u>Date</u>	Dept. Signature: 
FA	R. ROUNDTREE	03/01/2023	Grant Coordinator Signature: <u>WR@3/2/2023</u>

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

Ronnab Williams 3-2-2023
Finance Director Date

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

J. House 3/3/23
Administrator Date

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



Department of Justice (DOJ)

Item 14.

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		AUGUSTA-RICHMOND COUNTY GOVERNMENT 535 TELFAIR ST STE 800	
City, State and Zip:		AUGUSTA, GA 30901	
Recipient UEI:		ZH93N1J4TBE8	
Project Title: Law Enforcement Body-Worn Camera Technology Upgrades		Award Number: 15PBJA-24-GG-00436-BRND	
Solicitation Title: BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program			
Federal Award Amount: \$690,000.00		Federal Award Date: 8/15/24	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.753 - Congressionally Recommended Awards			
Project Period Start Date: 3/9/24		Project Period End Date: 12/31/25	
Budget Period Start Date: 3/9/24		Budget Period End Date: 12/31/25	
Project Description:			
<p>The Richmond County Sheriff's Office proposes to implement the Law Enforcement Body-Worn Camera Technology Upgrades Program. Body-worn cameras have proven effective in the investigation phase and in the prosecution phase of the criminal case by recording details of the crime scene such as physical injuries, witness statements, or confessions. The objective evidence recorded on the body-worn camera will aid the prosecutor by corroborating the evidence presented by the investigator. The purpose of the program is to replace a body-worn camera program that was implemented in 2015 and has been plagued with problems. The cameras are outdated, and the servers that store body camera videos crashed resulting in the loss of videos. This program will provide more advanced body-worn cameras for officers, provide an effective storage and management system to track videos, and make the videos more accessible for prosecutors. Project activities include purchasing new body-worn cameras, docking/charging stations, and access to an unlimited data storage system. Expected outcomes include upgrading the body-worn cameras; implementing an unlimited data storage system; making videos more accessible for prosecutors; providing recorded, objective evidence for court; providing the citizens of Augusta-Richmond County more transparency in police actions.</p>			

Award Letter

August 15, 2024

Dear NANCY HE,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by AUGUSTA-RICHMOND COUNTY GOVERNMENT for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/ Byrne Discretionary Grants Program. The approved award amount is \$690,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Item 14.

Recipient Information

Recipient Name

AUGUSTA-RICHMOND COUNTY GOVERNMENT

UEI

ZH93N1J4TBE8

Street 1

535 TELFAIR ST STE 800

Street 2

City

AUGUSTA

State/U.S. Territory

Georgia

Zip/Postal Code

30901

Country

United States

County/Parish

Province

Award Details

Federal Award Date

8/15/24

Award Type

Initial

Award Number

15PBJA-24-GG-00436-BRND

Supplement Number

00

Federal Award Amount

\$690,000.00

Funding Instrument Type

Grant

Assistance Listing Number

16.753

Assistance Listings Program Title

Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

OJP

Program Office
BJA

2024 BJA FY24 Invited to Apply- Byrne Discretionary
Community Project Grants/Byrne Discretionary Grants
Program

Application Number

GRANT14157710

Grant Manager Name

Wai Yee Tsang-White

Phone Number

[202-451-7159](tel:202-451-7159)

E-mail Address

Wai.Yee.Tsang-White@usdoj.gov

Project Title

Law Enforcement Body-Worn Camera Technology Upgrades

Performance Period Start

Date

03/09/2024

Performance Period End Date

12/31/2025

Budget Period Start Date

03/09/2024

Budget Period End Date

12/31/2025

Project Description

The Richmond County Sheriff's Office proposes to implement the Law Enforcement Body-Worn Camera Technology Upgrades Program. Body-worn cameras have proven effective in the investigation phase and in the prosecution phase of the criminal case by recording details of the crime scene such as physical injuries, witness statements, or confessions. The objective evidence recorded on the body-worn camera will aid the prosecutor by corroborating the evidence presented by the investigator. The purpose of the program is to replace a body-worn camera program that was implemented in 2015 and has been plagued with problems. The cameras are outdated, and the servers that store body camera videos crashed resulting in the loss of videos. This program will provide more advanced body-worn cameras for officers, provide an effective storage and management system to track videos, and make the videos more accessible for prosecutors. Project activities include purchasing new body-worn cameras, docking/charging stations, and access to an unlimited data storage system. Expected outcomes include upgrading the body-worn cameras; implementing an unlimited data storage system; making videos more accessible for prosecutors; providing recorded, objective evidence for court; providing the citizens of Augusta-Richmond County more transparency in police actions.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with

Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and

cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees,

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce) of their employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity

and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ

awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grant; or termination of an award(s).

38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any

accompanying accessories to support UAS.

45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

48

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

49

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

50

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

51

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any

employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

52

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

53

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted

(including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	8/9/24 8:58 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Grant Coordinator

Signed Date And Time



Meeting Name

Meeting Date: 8/27/2024

Motion to approve Inmate Telephone Contract Addendum E

Department:	Richmond County Sheriff’s Office
Presenter:	A/Major Kim Lee
Caption:	Motion to approve Inmate Telephone Contract Addendum E
Background:	Inmate Telephone Services Agreement was originally entered by the Richmond County Sheriff Office (Customer) with its principal place of business at 1941 Phinzy Road, Augusta GA 30906 and Bealls Communications Group (Company), and was originally signed on February 4th, 2013. Combined Public Communications, LLC (CPC) subsequently acquired the Agreement and has assumed the obligations of Bealls Communications Group as the provider of Inmate Communications Services. The current request is to add Addendum E which will provide services for reading material, courses, and entertainment.
Analysis:	<p>The annual operating budget of the Richmond County Sheriff’s Office includes commission revenue from the current telephone contract.</p> <p>The Richmond County Sheriff’s Office would like to add an addendum for the following services: education and entertainment.</p>
Financial Impact:	This action is expected to immediately generate an additional \$12,000 - \$16,000 in monthly telephone commissions followed by further increases once the initial cost of the devices (\$228,600) is recouped (estimated time frame is 12-18 months). Future commission increase will be based on 20% from the 0.05 per minute charge.
Alternatives:	None
Recommendation:	The Richmond County Sheriff’s Office request the approval for Combined Public Communications Addendum E (providing tablets for inmate education and entertainment).
Funds are available in the following accounts:	Costs covered by additional monthly commissions
<u>REVIEWED AND APPROVED BY:</u>	N/A



Combined Public Communications, LLC
Inmate Telecommunications General Service Agreement
Addendum E - AXXS Handheld Device Solution

WHEREAS, this addendum relates to the Inmate Telecommunications General Service Agreement originally entered into by the Richmond County Sheriff Department (Customer) with its principle place of business at 1941 Phinzy Road, Augusta, GA 30911 and Bealls Communication Group (Company), originally signed on February 4th, 2013. Combined Public Communications, LLC (CPC) subsequently acquired the Agreement and has assumed the obligations of Bealls Communications Group as the provider of Inmate Communications Services.

WHEREAS, Customer and CPC wish to amend the agreement.

NOW THEREFORE, the parties to this Agreement do agree as follows:

CPC Equipment:

The Offering and all associated equipment installed under this Agreement shall remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of all systems and associated equipment related to the Offering. Customer will not use the Offering for Customer's business purposes nor list or advertise in any manner the telephone numbers of the Offering without the prior written consent of CPC.

CPC will provide, install, and maintain the educational and entertainment solution, associated operational hardware, charging stations and transport containers (a tub and/or cart for the handheld devices). Additionally, CPC will provide ongoing service, support, and maintenance of the handheld device platform. CPC will review handheld device usage ninety (90) days after installation and determine if the initial number of handheld devices should be increased based on usage. If CPC determines additional handheld devices are required, CPC reserves the right to determine the number of additional handheld devices and will provide those at no cost to the County. Additionally, and at no cost to County, CPC will provide up to twenty five percent (25%) of the initial number of deployed handheld devices per year to cover normal wear and tear as determined by CPC.

If additional devices are requested above and beyond the initial number determined by CPC for reasons other than usage, those will be provided at a rate of two hundred dollars (\$200.00) per handheld mini device. If an inmate damages a handheld device or a handheld mini device, CPC will invoice the County corresponding amount per device listed above from the following month's commissions for recovery of those costs and will provide the County an invoice in which they can choose to place that debt on the inmate's trust account.

CPC will retain ownership of all tablets, handheld devices and associated hardware and software. CPC shall have the discretion to select brand, type, and other specifications of the handheld devices, including the specific services and applications available on the handheld devices and may replace, upgrade, or substitute the handheld devices any time during the agreement.

Customer will provide a secure area for a tub and/or cart to store unused handheld devices, at no charge to CPC. Additionally, Customer will provide the labor to check the handheld devices in/out and keep the handheld devices charged. Customer shall exercise reasonable care to prevent damage or destruction of handheld devices. Customer shall notify CPC of any misuse, destruction, damage, loss, or vandalism to the handheld devices as soon as practicable. Customer or its agents shall not (a) alter, modify, repair, enhance or modify the handheld devices or any software thereon (b) connect the handheld devices to any software or products not provided and approved by CPC, or (c) allow any third party to do any of the above.



AXXS Inmate Education and Entertainment (IEE) Rates & Commission

CPC will provide, install, and maintain an inmate education and entertainment (IEE) solution with an initial installation of ninety (90) mini handheld devices. After a three-month (3) trial period, beginning from date of handheld device solution installation and activation, CPC will provide up to a one-to-one ratio of devices, based on usage.

Mini handheld devices can function as an all-in-one device, if the Customer so chooses. In addition to being configured with AXXS IEE, the mini handheld can include access to CPC View Video Visitation, Email, Calling, and Inmate Text Messaging. Please select services with Option 1 below to be included on the mini handheld device.

Feature	Rate	Commission
AXXS IEE Solution Non-online reading material & courses, entertainment, etc	\$0.05/minute**	20%* all IEE revenue**
AXXS Handheld Calling	See current calling rates + \$0.05/minute** handheld device rate	See ITS commission + 20%* all IEE revenue**

*CPC will begin paying such commission once the total initial cost of devices has been recovered. The total cost of devices being two hundred twenty-eight thousand, six hundred dollars (\$228,600.00) to cover a device total of one thousand, one hundred and forty-three (1,143) based on the one-to-one ADP ratio.

**such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges and free content usage.

_____ Option 1: Customer agrees to utilize AXXS inmate education and entertainment (IEE).

Please select additional services to be included with AXXS IEE on the mini handheld device:

- _____ AXXS Handheld Calling
- _____ Inmate Secure Text Messaging
(see Inmate Secure Text Messaging section for rates and labor reimbursement details)
- _____ CPC View Video Visitation
(see CPC View Video Visitation section for rates and commission details)
- _____ Inmate Email
(see CPC View Email section for rates and commission details)

_____ Option 2: Customer is not interested in utilizing AXXS IEE.

***This rate applies to all paid AXXS inmate education and entertainment (IEE) services and does not include additional costs for premium services. CPC maintains the ability to adjust the rate per minute for AXXS handheld devices.

CPC has the ability to recover and reclaim unused handheld devices at CPC's discretion.



Inmate Secure Text Messaging Rates, Funding & Labor Reimbursement¹:

Feature	Rate	Labor Reimbursement
Chirping rates	\$0.10/chirp	\$0.02*/completed chirp

** To the extent that chirps are used from chargeback deposits, total chirp count will be adjusted for purposes of calculating the labor reimbursement.*

Inmate Messaging Service implementation, activation and usage is based on seventy percent (70%) of the of one thousand one hundred and forty-three (1,143) ADP utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than seventy percent (70%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Vendor reserves the right to adjust the proposed ITS commission percentages. Please reference the Commission Overview section of the original Agreement for details.

Disclaimer of Warranties

The handheld devices are provided “AS IS” without warrant of any kind. Customer understands that all information used and obtained in connection with the AXXS Handheld Device applications is provided “AS IS”. Customer acknowledges that content is subject to availability and is subject to change at CPC’s discretion.

CPC does not warrant or guarantee the correctness, completeness, legality, merchantability, or fitness for a particular purpose of the selected content. CPC does not warrant that handheld device services will meet all Customer requirements or be error free. For issues or defects such as common “bugs” or similar problems, along with feature requests, a case is created and sent to CPC’s development team. The case is placed on a list for CPC’s programmers who deploy fixes and upgrades based on priority.

Although CPC makes its best effort to secure all AXXS Handheld Devices by utilizing device, application and network level security, it does not warrant or guarantee network access security will be maintained in locations that utilize unsecure wireless networks or broadcast open SSID’s as part of the customer’s owned, preexisting, or future network infrastructure as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Additionally, CPC advises the customer that all such networks be secured through encrypted authentication for all internal wireless networks that reside within the customer’s facility prior to installation of any handheld devices.

The customer is solely responsible for maintaining network security for owned, preexisting, or future wireless networks as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Any open wireless network breach, whether it is maintained or not by the customer, on an AXXS Handheld Device cannot be used to claim a material breach of the entire or any part of the current CPC services agreement(s) as it resides outside of CPC’s direct control and CPC’s internally maintained network infrastructure required to provide services.

¹ U.S. Patent Nos. 10,082,835 and 10,085,126, used under license from Hank Technology LLC. or U.S. Patent No. 11,330,436 B1, used under license from Prodigy Solutions, Inc.



This written addendum shall constitute understanding of the parties and all prior agreements and understandings are merged herein. The Original Agreement and this Addendum shall not be modified, changed or altered in any respect except in writing signed by CPC and Customer.

This Addendum entered into on the _____ day of _____, _____.

Richmond County Sheriff's Department

Combined Public Communications, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____



Meeting Name

Meeting Date: 8/27/2024

Motion to Approve the Purchase of Latent Workstation – Sole Source

- Department:** Richmond County Sheriff’s Office
- Presenter:** Major Patrick Young
- Caption:** Motion to approve the purchase of Latent workstation for the Richmond County Sheriff’s Office via Sole Source Procurement.
- Background:** The Latent Workstation is The Sheriff’s Office’s gateway to fingerprint identification on latent prints (unknown prints found at a crime scene, etc.) to run the prints through AFIS (Automated Fingerprint Identification System) that run the prints nationwide through the databases to include NCIC (National Crime Information Center). Therefore, it is a great need to have access to the system and in order for the Sheriff’s Office to maintain that access, the system has to be updated.
- Analysis:** The Sheriff’s Office needs to upgrade the current system to maintain access. The Procurement is a sole source procurement due to fact that this item is a upgrade to the current system.
- Financial Impact:** The cost of the system is \$35,450.00 and funding is available.
- Alternatives:** None
- Recommendation:** The Richmond County Sheriff’s Office recommends the purchase of the Latent Workstation.
- Funds are available in the following accounts:** 272-03-2110/54-25310
- REVIEWED AND APPROVED BY:** N/A

5205 N. O'Connor Blvd. Suite 400
Irving, Texas 75039-3712
Tel: (916) 463-7000
Fax: (916) 463-7041

Date of Quotation: 7/19/2024
EXPIRATION DATE: 10/17/2024
Quote # INS157

NEC Sales Person: Kelly Gallagher (Kelly.Gallagher@necam.com)

Quote Issued to: Shawn Newsome
snewsome@augustaga.gov
400 Walton Way
Augusta, GA 30901
706-821-1074

GBI - Remote Agency Workstation Quotation - Richmond County Sheriff's Office

IBW Latent Workstation - Software and Professional Services Only

NEC Software Licenses Including:
Latent IBW Workstation License
Third Party Software Licenses

Professional Services

Upgrade IBW License Installation & Training
1 Year Warranty

IBW Latent Workstation - Software and Professional Services Only Price	\$29,900
Annual 8x5 Maintenance Support	\$5,550

- * License will be installed on existing hardware equipment per the specifications previously approved by NEC.
- * Remote agency is responsible to ensure network connectivity to GBI is available and approved by the State.

Terms and Conditions of Sale:

This Quotation for the goods and services is governed, in NEC's discretion, by one of the following: (1) NEC's General Terms and Conditions of Quotations and Sale; or (2) a separate mutually agreed upon contract. Contract vehicles are determined based upon a number of factors, including but not limited to, complexity and associated dollar value. **Purchase Orders shall not be accepted by NEC until a mutually agreed upon contract has been executed between the parties.**

Validity of offer: 90 calendar days from date of quote.

Warranty and Maintenance: 1-Year Warranty

Payment Terms: 100% Upon Delivery & Due 30 Days After Date of Invoice

Acceptance of Good and Services: Customer acceptance shall occur when NEC has completed the services and provided the deliverables to customer (Project Completion). Customer acceptance is irrevocable and final. Unless otherwise expressly agreed to by the parties, payments shall be due in accordance with Section 2 (Price, Taxes and Payment) of the General Terms and Conditions of Quotations and Sale. Quotation does not include provincial / federal taxes, which are the responsibility of the customer.

At any time before Acceptance, NEC reserves the right to add, delete, and/or substitute items of equipment and software (“Substitutions”), provided that such substitution will not adversely affect the functionality and performance of the deliverables. Substitutions do not adjust a fixed priced contract.

A quotation is not to be construed as an obligation, but merely an indication to supply the goods and services at a particular price and no contractual relationship shall arise from it until the customer’s purchase order has been accepted by NEC.

In the case of any remote workstation quotes, the recipient of this quote is responsible for securing approval/permission from the AFIS/MBIS provider in respect to interfacing with and submitting fingerprint or other transactions to its system.

Integra-ID AFIS/MBIS Bandwidth Requirements

Introduction

AFIS/MBIS applications utilize bandwidth on an on-demand basis. Normal, idle operations require minimal bandwidth for connectivity checks to the central server, job queue updates, etc. Usage bandwidth is characterized by peaks of activity dependent upon the operation (scanning a tenprint card, viewing a list of candidates, etc.). Additional factors include fingerprint image resolution (500ppi vs. 1000ppi) and search throughput design.

Bandwidth Requirements

The following chart illustrates the bandwidth required along with illustrations of the necessary backbone type. Figures given are dedicated bandwidth allocations per device. These requirements are the minimum necessary bandwidth for a productive user experience; additional bandwidth will enhance performance accordingly.

Remote Product Type	500ppi	1000ppi
Fingerprint Workstation (Latent, Tenprint, Palm, Archive*)	1.5mb (T1)	4mb (Bonded T1, Fractional DS3)
IntegraID (AFIS to AFIS connection)	1.5mb (T1)	4mb (Bonded T1, Fractional DS3)

Central Site Product Type	500ppi	1000ppi
Fingerprint Workstation (Latent, Tenprint, Palm)	100mb Fast Ethernet	1gb Ethernet
Inter-AFIS server communication**	1gb Ethernet	1gb Ethernet
Central Site Remote Connection (inbound/outbound traffic to remotes***)	10mb (Bonded T1, Fractional DS3)	25mb (DS3/T3)

*Archive usage is based upon average document sizes of 700kb.

**Inter-AFIS server networking is provided by NEC; all other networking costs are the responsibility of the customer.

***We can support up to 12 workstations for the 10MB(500ppi)/25MB(1000ppi). If the device count exceeds that, the line speed needs to be increased in proportion with the # of workstations.

General Terms and Conditions of Quotations and Sale

1. GENERAL The General Terms and Conditions ("Agreement") contained herein shall apply to all quotations and offers made by and purchase orders accepted by NEC Corporation of America ("NEC"). These terms, including terms referenced in any Appendices and/or Exhibit, if any, apply to all NEC Products which customer acquires from NEC, except to the extent that terms conflict with an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document. As used herein, "NEC Product(s)" means any NEC equipment, software and/or services provided by NEC under this Agreement, including maintenance, professional, or other related services. Acceptance of customer's purchase order is conditioned upon customer's acceptance of the terms and conditions herein, irrespective of whether the customer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. NEC's failure to object to provisions contained in any communication from customer shall not be deemed a waiver of the provisions herein. Any changes in the terms contained herein, or any additional or different terms must specifically be agreed to in writing, and signed by an authorized representative of NEC before becoming binding on either party. For the purposes of this Agreement, an "Order(s)" means a written binding document outlining additional or different terms covering a specific transaction; such terms shall be contained in a Statement of Work ("SOW"), purchase order, NEC quotation or addendum (together, either collectively or individually), with this Agreement, referred to as an ("Order"). NEC reserves the right to reject any Order which is not credit-approved or does not conform to the provisions of this Agreement.

2. PRICE, TAXES AND PAYMENT Unless otherwise expressly agreed to by the parties in writing, all payments are due within thirty (30) calendar days from the date of an invoice. Unless otherwise agreed in writing, all payments are to be in United States dollars. If customer fails to pay the undisputed portion of any invoice within the time specified, NEC may charge customer interest equal to the lesser of 1.5% per month [eighteen percent (18%) per annum] or the maximum rate allowed by law on such undisputed portion. NEC's provision of products and services is subject to credit approval for each transaction. Customer understands that any information obtained by NEC from any third party credit bureau for the purpose of verifying customer's credit worthiness will be held in confidence and will remain the property of NEC, whether or not credit is extended. In the event that NEC is required to bring legal action to collect delinquent accounts, customer agrees to pay reasonable attorneys fees and costs of suit.

All prices are exclusive of any present or future sales or other tax applicable to the manufacture or sale of any product, if required to be collected or paid by NEC shall be paid by Buyer to NEC. Such taxes, when applicable, shall be paid by customer unless customer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by NEC are those current at the date of quotation and shall be subject to variation by NEC. Customer acknowledges that this purchase may constitute a bundled transaction or mixed transaction for sales tax purposes and, as such, may be fully subject to sales tax. If claiming a sales tax exemption, customer must provide NEC with valid resale certificate(s) for all jurisdictions where deliveries are made to End Users. Such certificates must be provided to and accepted by NEC prior to, or at the time of, NEC's receipt of the customer's Order. "Licensed Customer" and/or "End User" means an entity who has purchased and licensed, the NEC software product for its internal business purposes and not for resale.

3. LIMITATION OF LIABILITY EXCEPT AS AND TO THE EXTENT PROVIDED IN THIS AGREEMENT, NEITHER NEC NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR OWNERS WILL IN ANY CIRCUMSTANCES BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS) ARISING OUT OF THE USE, OR SUPPLY OR NON-SUPPLY, OF THE NEC PRODUCT AND ANY ACCOMPANYING NEC TECHNICAL DATA REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF NEC, OR AN AUTHORIZED REPRESENTATIVE OF NEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEC'S TOTAL LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT AND/OR ORDER IS, IN ANY CASE, LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO NEC FOR THE NEC PRODUCT UNDER THE ORDER GIVING RISE TO THE CLAIM.

4. INDEMNITY NEC agrees to indemnify, defend and hold harmless customer against all demands, claims, actions, proceedings, losses, damages, liabilities, cost and expenses (including reasonable attorneys' fees and expenses) directly arising from or relating to third party claims directly resulting from any actual or alleged infringement or misappropriation of any United States patent, copyright, or trademark arising from or in connection with the NEC Product(s) licensed and/or provided under this Agreement, provided that: (a) NEC is notified promptly in writing of the claim, (b) customer gives NEC (or the software manufacturer or service provider, as applicable) the sole right to defend and settle any suit, and (c) customer fully cooperates in the defense when and as requested by NEC. Should customer's continued use of equipment, software, and/or services be enjoined, NEC may at its option and expense, either: (a) if commercially reasonable, procure for customer the right to continue using the affected equipment, software and/or service(s),

(b) replace or modify the same so that infringement is eliminated, or (c) If none of these alternatives are commercially reasonable, either party may terminate this Agreement.

Item 16.

This indemnity shall not apply to any claims or suits concerning: (a) items manufactured by NEC at customer's request and according to customer's specifications, (b) use of the NEC Product(s) in a manner or for a purpose not contemplated by this Agreement, (c) NEC Product(s) used by customer in conjunction with the equipment, but which was not supplied by NEC, or (d) commercial merchandise available on the open market or its equivalent. The foregoing provisions state the entire liability and obligations of each party, and the exclusive remedy of the other, with respect to any alleged intellectual property infringement hereunder.

INDEMNIFICATION CUSTOMER OR ITS DESIGNEE SHALL INDEMNIFY, DEFEND AND HOLD NEC HARMLESS AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, INTEREST AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF, RELATING TO, OR RESULTING FROM A CLAIM THAT CUSTOMER'S USE, MARKETING OR DISTRIBUTION OF ANY NEC PRODUCT ARE NOT IN COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND GOVERNMENTAL ORDERS.

5. LIMITED WARRANTY –

EQUIPMENT NEC represents and warrants that all equipment manufactured by NEC, or an NEC affiliate, will be free from defects in material and workmanship and will operate substantially in accordance with manufacturers' specifications for the period stated in the applicable Order. For equipment not manufactured by NEC or an NEC affiliate, NEC will pass the manufacturer's warranty through to customer to the extent NEC is lawfully permitted to do so. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement.

SERVICES NEC represents and warrants that all services provided to customer shall be performed by competent personnel, with professional diligence and skill, consistent with industry standards, and will conform in all material respects to the specifications and requirements set forth, and for the period stated or incorporated, in the applicable Order. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement.

SOFTWARE NEC DOES NOT WARRANT THAT ANY NEC SOFTWARE PRODUCT PROVIDED WILL MEET CUSTOMER AND/OR END USER'S REQUIREMENTS OR THAT OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. EACH NEC SOFTWARE PRODUCT IS PROVIDED BY NEC "AS IS". THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF EACH NEC SOFTWARE PRODUCT SHALL BE WITH CUSTOMER. EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR UNLESS OTHERWISE EXPRESSLY AGREED TO BY THE PARTIES, IN WRITING, NEC DISCLAIMS AND EXCLUDES TO THE FULL EXTENT PERMISSIBLE ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SOFTWARE AND/OR SERVICES COVERED HEREUNDER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEC SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY UPON SUCH INFORMATION OR ADVICE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND NON INFRINGEMENT. NEC PARTICULARLY DISCLAIMS ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ALL WARRANTIES RELATED TO THIRD PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE NOT PROVIDED HEREUNDER ARE EXPRESSLY EXCLUDED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION OF THIS AGREEMENT, (A) NEC, NOR ANY OTHER PERSON ON NEC'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING THE NEC PRODUCTS, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FITNESS OF THE NEC PRODUCTS FOR USE IN COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS OR GOVERNMENTAL ORDERS GOVERNING OR RELATING TO SUCH USE, AND (B) CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY NEC, OR ANY OTHER PERSON ON NEC'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION OF THIS AGREEMENT.

6. SCOPE OF LICENSE With respect to any NEC software product licensed under this Agreement, customer is hereby granted a non-exclusive, non-transferrable license to (i) use each NEC software product specified in an Order, and only to the extent and purpose stated in the applicable NEC quotation ("Specified Purpose").

7. LICENSE RESTRICTIONS Except as expressly permitted under this Agreement, customer shall not have the right to sell, resell, distribute, license, sub-license, rent, lease, permit access to, or use of, or otherwise transfer any NEC software product to any other third-party and specifically agrees not to (a) provide usage of any NEC software product to any third parties; (b) generate income from any third parties' use of any NEC software product; or (c) generate income by acting as an agent for a third party and processing the business information of other third-parties. Except as otherwise expressly permitted under this Agreement, customer shall not have any rights to use any NEC software product, in whole or in part, for any other use or purpose whatsoever and any right not expressly provided to customer under this Agreement shall be reserved by NEC. Customer further agrees not to: (a) use, reproduce, modify, disclose, distribute, sublicense, lease, transfer, pledge, encumber or otherwise transfer the NEC program; (b) remove, cover, alter, or obfuscate any copyright notices or other proprietary rights notices placed on or in the NEC program; nor (c) take any action which will have the direct or indirect effect of causing the NEC program to become Publicly Available Software (hereinafter defined) or otherwise be subject to a Publicly Available Software license. The software will be used for identification and/or facial recognition purposes only and will not be used and implemented in direct connection with armed weapons. To ensure compliance with this Agreement, upon forty-five (45) days written notice, NEC shall have the right to audit customer's use of the software.

For the purposes of this Agreement, the term "Publicly Available Software" shall mean (a) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models; or (b) any software that requires, as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

8. Other Requirements for Distribution of NEC Product If permitted under the applicable Order, Customer shall solely distribute and license the NEC Product(s) to Licensed Customer under the terms of an End User License Agreement containing terms that are generally as protective of NEC as set forth herein. Customer shall make reasonable efforts to ensure that the form and provisions of customer's End User (Licensed Customer) License Agreement shall be enforceable and customer shall enforce such agreements to the full extent under applicable law. Customer's End User License Agreement shall include the following:

- a) Licensed Customer shall not copy, reproduce, modify, reverse compile, disassemble or reverse engineer (except to the extent allowed by local law) the NEC program, provided that each such Licensed Customer may be permitted to make one (1) additional copy of the NEC program for back-up purposes only;
- b) Licensed Customer shall not disclose or otherwise make available to any other person or entity any part of the NEC program;
- c) Licensed Customer shall not remove any of NEC's copyright and proprietary notices that appear on any portion or copy of the NEC program furnished to it;
- d) Licensed Customer shall use the NEC program only for Licensed Customer's own internal business use and not for the benefit of any third party such as use on an ASP basis, a timeshared basis or outsourcing basis;
- e) No title to the NEC program shall be transferred to such Licensed Customer;
- f) NEC and/or its licensors shall own all the intellectual property to the NEC program and any modifications, improvements or derivative works thereto.
- g) The NEC program is provided with Restricted Rights. The use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this Agreement and in the applicable provisions of subparagraphs (b) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 CFR 12.212 (Computer Software) and 48 CFR 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 CFR 227.7202-3 of the DOD FAR Supplement ("DFAR") and its successors. The Software was developed entirely at private expense. The Software licensed under this Agreement is "commercial computer software" as the term is described in 48 CFR. 252.227-7014(a) (1). **Manufacturer: NEC Corporation of America, Biometrics Solutions Division, 10850 Gold Center Drive, Rancho Cordova, CA 95670.** The software will be used for identification and/or facial recognition purposes only and will not be used and implemented in direct connection with armed weapons.

9. TERMINATION

9.1 Termination for Default. In the event of any material default or failure on the part of a Party in the performance of any of its duties, obligations or responsibilities under this Agreement, that is susceptible to cure, the non-defaulting Party may terminate this Agreement provided that the defaulting Party had been given thirty (30) days prior written notice of the default and failed to cure the default within such thirty (30) day period.

9.2 License Termination Any license granted to use any NEC software product pursuant to an applicable Order may be terminated ("License Termination") for any of the following reasons: (i) by NEC for customer's failure to make monetary payment of any amount due to NEC under this Agreement for the NEC software product set forth in the Order by the date such payment is due (hereafter, a termination under this Subsection (i) shall be referred to as a ("Termination for Nonpayment"); or (ii) by either party upon written notice to the other party after the other party's breach of any material non-monetary provision of this Agreement (including, but not limited to, a breach of this Section 9.2) that is not cured within thirty (30) days of written notice of such breach to the breaching party (hereafter, a termination under this Subsection (ii) shall be referred to as a ("Termination for Breach").

9.3 Monetary Obligations Upon Early License Termination. In the case of a Termination for Nonpayment or a Termination for Breach resulting from the customer's breach, any unpaid payment obligations of customer shall survive and continue beyond termination and NEC shall be considered to have earned all fees set forth in the terminated Order and shall be entitled to retain any fees that have already been paid by customer and to collect the balance of any fees that remain unpaid by customer.

9.4 Other Obligations Upon License Termination. Upon a license termination for a license granted to use any NEC software product pursuant to an applicable Order, the following will occur: (i) if, pursuant to an Order, NEC is providing any services for or related to the NEC software product, NEC will immediately cease providing the services to the customer for the NEC software product; and (ii) customer shall promptly return or destroy all copies of NEC software product, and provide NEC with a certification that all copies and modifications in any form have been either returned or destroyed.

10. ASSIGNMENT NEC may assign this Agreement to any NEC Affiliate upon prior written notice to customer, otherwise, this Agreement may not be assigned by either party without the express written consent of the other party. No transfer or assignment of this Agreement, or of any interest hereunder, shall release either party from its obligations hereunder. Any assignment or attempted assignment in violation of this provision shall be null and void.

11. IMPORT EXPORT CONTROLS Customer hereby acknowledges that the NEC Product(s) supplied hereunder may be subject to export controls under the laws and regulations of the United States (U.S.) and or other countries. Customer shall comply with such laws and regulations and agrees not to export, re-export or transfer the products without first obtaining all required U.S. Government authorizations or licenses. NEC and customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents.

Customer further certifies none of the products supplied to customer hereunder will be exported, re-exported, or otherwise transferred by customer:

- To a U.S. embargoed or highly restricted destination, (15 United States Code of Federal Regulations ("CFR") Part 746)
- For use by or for any military end-user, or in any military end-use located in or operating under the authority of any country identified in Country Group D1 under 15 CFR, Supplement No. 1 to Part 740, (15 CFR Part 740)
- To, or made available by customer for use by or for, any entity that is engaged in the design, development, production, stockpile or use of nuclear, biological or chemical weapons or missiles, (15 CFR Part 744)
- To parties on any of the following U.S. Government's lists of denied persons, without first obtaining all required U.S. Government authorizations or licenses.

Denied parties List:

<http://www.bis.doc.gov/dpl/thedeniallist.asp>

Unverified List:

http://www.bis.doc.gov/enforcement/unverifiedlist/unverified_parties.html

Entity List:

<http://www.access.gpo.gov/bis/ear/pdf/744spir.pdf>

Specially Designated Nationals List;

<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

Debarred List:

<http://www.pmdtcc.state.gov/compliance/debar.html>

Nonproliferation Sanctions: <http://www.state.gov/t/isn/c15231.htm#>

Customer's obligation under this clause shall survive the expiration or termination of this Agreement. Customer agrees to maintain a record of exports, re-exports, and transfers of the products for five years and to forward within that time period any required records to NEC or, at NEC' request, to the U.S. Government. Customer agrees to permit audits by NEC or the U.S. Government as required under the applicable regulations to ensure compliance with these Terms.

12. FORCE MAJEURE Except for the obligation to pay monies due and owing, neither party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the party, including but not limited to governmental actions, acts of terrorism, transportation or labor strikes, environmental conditions, fire, flood, riot, strike, life or health-threatening conditions.

13. GOVERNING LAW Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of Texas without giving effect to conflict of laws provisions. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

14. COMPLIANCE WITH APPLICABLE LAWS Customer shall (a) comply with all applicable laws, regulations and governmental orders governing or relating to the use of the NEC Products, including, but without limitation, all applicable privacy and data protection laws, and (b) at its own expense, obtain and maintain in full force and effect throughout the continuance of this Agreement, all licenses, permits, authorizations, approvals and government filings and registrations necessary or appropriate for the exercise of its rights and the performance of its obligations under this Agreement and for use of the deliverables and services.

15. CONFIDENTIALITY "Confidential Information" as used herein, means non-public information that is exchanged between the Parties, provided that such information is: (i) labeled or identified "Confidential" at the time it is provided by the disclosing party, or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving the information. If the disclosing party fails to identify information as "Confidential Information" at the time of disclosure it may subsequently identify the information as "Confidential Information" by giving written notice to the other party.

Notwithstanding the foregoing definition, the term Confidential Information does not include information which: (i) has been published by the disclosing party or is otherwise in the public domain through no fault of the receiving party; (ii) is properly within the legitimate possession of the receiving party prior to its disclosure hereunder and without any obligation of confidence; (iii) is lawfully received by receiving party from a third party who lawfully possesses the information and who is not restricted from disclosing the Confidential Information to the receiving party; (iv) is independently developed by the receiving party without use of the Confidential Information; or (v) is approved for disclosure by the disclosing party, in writing, prior to its disclosure.

Each party understands and agrees that in the performance of services under this Agreement, or in contemplation thereof, that a party may have access to Confidential Information of the other party. The receiving party agrees that all Confidential Information disclosed by the other party shall be held in confidence and used only in performance of services under this Agreement. The receiving party shall exercise the same standard of care to protect such Confidential Information as is used to protect its own proprietary data, but in no event, less than a reasonable standard of care.

Confidential Information may be disclosed in response to a valid order of a court or other governmental body or as otherwise required by law; provided, however, that the receiving party first gives notice to the disclosing party and has, as appropriate: (i) fully cooperated in the disclosing party's attempt to obtain a "protective order" from the appropriate court or other governmental body, or (ii) attempted to classify the media containing the Confidential Information to prevent access by the public, in accordance with the provisions of the federal Freedom of Information Act ("FOIA") or similar state statutes.

16. INTELLECTUAL PROPERTY OWNERSHIP Customer acknowledges and agrees that the NEC Products may contain, embody or be based on, patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, "Intellectual Property Rights") owned or controlled by NEC or the manufacturer or supplier, and that NEC or the manufacturer or supplier, respectively shall continue to be the sole owner of all Intellectual Property Rights in the NEC Products.

17. DELIVERY Unless otherwise agreed in writing, NEC Products shall delivered to the contact name specified in the applicable Order and shipped via F.O.B. origin. If applicable, NEC software products will be provided on a disk containing the software libraries that comprise the NEC software product, sample programs illustrating the use of the libraries and the NEC technical data. NEC will select the carrier for shipment and risk of loss shall pass to customer upon shipment. Subject to the applicable Order, title to the NEC equipment, which expressly excludes any NEC software products, shall pass upon shipment. NEC's period of performance shall commence no more than forty-five (45) days after NEC's acceptance of customer's purchase order or otherwise within a time period agreed by the parties.

18. SEVERABILITY If any provision of this Agreement is for any reason held to be unenforceable, all other provisions of this Agreement will remain in full force and effect and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision consistent with the Parties' original intent.

19. SURVIVAL OF OBLIGATIONS The respective obligations of customer and NEC under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement, shall survive termination, cancellation or expiration.

20. WAIVER OF TERMS AND CONDITIONS Failure of either party to enforce any of these terms or conditions shall not constitute a waiver of any such terms or conditions, or of any other terms or conditions.

21. NOTICES Any notice hereunder shall be deemed to have been given if contained in writing and delivered by hand, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested to the party concerned at its last known address. Notice to NEC shall be to; **NEC Corporation of America, Attn: Legal Division – Contract Administration Department, 3929 W. John Carpenter Freeway, Irving, TX 75063.**

22. COMPLETE AGREEMENT Unless otherwise mutually agreed upon by the parties in an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document, this Agreement including all Appendices, if applicable, is the complete agreement between the parties concerning the subject matter herein and supersedes any prior oral or written communications between the parties with regard to the subject matter contained herein. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified or incorporated herein. **THIS AGREEMENT MAY NOT BE MODIFIED, CHANGED OR AMENDED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.**

Print Form



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

Vendor: NEC E-Verify Number: EXEMPT

Commodity: Technology

Estimated annual expenditure for the above commodity or service: \$ 35,450

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

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

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

Name: Patrick Young Department: RCSO/CID Date: 8/21/2024
Department Head Signature: [Signature] Date: 8/21/24
Approval Authority: [Signature] Date: 8/21/24
Administrator Approval: (required - not required) Date:

COMMENTS:

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

DEPARTMENT NAME RCSO/CID
 DEPARTMENT NUMBER 272-03-2110/54-25310
 DEPARTMENT HEAD *Heonice Barry*

REQUISITION
 REQUISITION DATE
 PURCHASE ORDER NUMBER
 PURCHASE ORDER DATE

August 21, 2024

ITEM NO	DESCRIPTION	QUANTITY	NAME OF BIDDER		NAME OF BIDDER		TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE					
	VENDOR		NAME OF BIDDER		NAME OF BIDDER						
	PHONE NUMBER		916-463-7000		916-463-7000						
	QUOTED BY		Kelly Gallagher		Kelly Gallagher						
1	IBW Latent Workstation-Software and	1	29900.0000	29,900.00			0.00		0.00		0.00
2	and Professional Services Only Price			0.00			0.00		0.00		0.00
3				0.00			0.00		0.00		0.00
4	Annual 8 X 5 Maintenance Support	1	5550.0000	5,550.00			0.00		0.00		0.00
5				0.00			0.00		0.00		0.00
6				0.00			0.00		0.00		0.00
7				0.00			0.00		0.00		0.00
8				0.00			0.00		0.00		0.00
9				0.00			0.00		0.00		0.00
10				0.00			0.00		0.00		0.00
11				0.00			0.00		0.00		0.00
12				0.00			0.00		0.00		0.00
13				0.00			0.00		0.00		0.00
14				0.00			0.00		0.00		0.00
15				0.00			0.00		0.00		0.00
16				0.00			0.00		0.00		0.00
17				0.00			0.00		0.00		0.00
18				0.00			0.00		0.00		0.00
19				0.00			0.00		0.00		0.00
20				0.00			0.00		0.00		0.00
21				0.00			0.00		0.00		0.00
TOTAL BID				\$35,450.00			\$0.00		\$0.00		\$0.00
SHIPPING CHARGES											
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER											

Item 16.



RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree

Law Enforcement Center

400 Walton Way

Augusta, GA 30901

Phone: 706.821.1000 Fax: 706.821.1064

MEMORANDUM

To: Geri Sams
FROM: Veronica Freeman Brown *VFB*
DATE: August 21, 2024
RE: NEC

NEC is the sole source vendor for the Richmond County Sheriff's Office. NEC provides the Automated Fingerprint Identification System (AFIS) equipment.

Please use this as correspondence for the sole source information requested. Thanking you in advance

NEC

NEC Corporation of America
Biometrics Solutions Division
6535 N. State Hwy 161, 2nd Floor
Irving, TX 35039-2402

Rhonda Bradley
Richmond County Sheriff's Office
401 Walton Way, Room B275
Augusta, Ga. 30901

RE: Sole Source Letter for NEC Integra-ID Fingerprint Workstation (iFW)

Dear Ms. Bradley,

On behalf of NEC Corporation of America, I am responding to your request for sole source justification of the existing NEC Integrated Fingerprint Workstation located at the Richmond County Sheriff's Office.

Due to the proprietary matching algorithms and workstation application software, NEC is the only vendor that can provide Tenprint and Latent workstations to search against the Georgia Bureau of Investigation AFIS.

For over 25 years, NEC Corporation of America has provided the Georgia Bureau of Investigation with an Automated Fingerprint Identification System (AFIS) comprised of our proprietary matching hardware and software for extracting fingerprint minutia, creating multiple fingerprint databases and searching/matching algorithms for fingerprint identification. The current Virginia State Police fingerprint databases used for comparison and searching tasks are integrated, proprietary and use native data exchange algorithms that interface exclusively with the NEC Advanced Image Matching (AIM) subsystem and the NEC iFW-L.

NEC Corporation of America is the sole provider of the Automated Fingerprint Identification System (AFIS) used by the Georgia Bureau of Investigation. In addition, NEC Corporation of America holds all patents and has exclusive proprietary software rights on all application programs, fingerprint matching algorithms and native fingerprint images. No other vendor can convert proprietary data or provide database performance expansion services, interfaces to external data sources or make modification to products legally authorized to be marketed by NEC under penalty of patent infringement laws of the United States.

We do appreciate your confidence in NEC and our Biometrics products. Please do not hesitate to call me at 404-308-1166 if you have any further questions.

Sincerely,

5205 N. O'Connor Blvd. Suite 400
Irving, Texas 75039-3712
Tel: (916) 463-7000
Fax: (916) 463-7041

Date of Quotation: 7/19/2024
EXPIRATION DATE: 10/17/2024
Quote # INS157

NEC Sales Person: Kelly Gallagher (Kelly.Gallagher@necam.com)

Quote Issued to: Shawn Newsome
snewsome@augustaga.gov
400 Walton Way
Augusta, GA 30901
706-821-1074

GBI - Remote Agency Workstation Quotation - Richmond County Sheriff's Office

IBW Latent Workstation - Software and Professional Services Only

NEC Software Licenses Including:
Latent IBW Workstation License
Third Party Software Licenses

Professional Services

Upgrade IBW License Installation & Training
1 Year Warranty

IBW Latent Workstation - Software and Professional Services Only Price	\$29,900
Annual 8x5 Maintenance Support	\$5,550

* License will be installed on existing hardware equipment per the specifications previously approved by NEC.
* Remote agency is responsible to ensure network connectivity to GBI is available and approved by the State.

Terms and Conditions of Sale:

This Quotation for the goods and services is governed, in NEC's discretion, by one of the following: (1) NEC's General Terms and Conditions of Quotations and Sale; or (2) a separate mutually agreed upon contract. Contract vehicles are determined based upon a number of factors, including but not limited to, complexity and associated dollar value. **Purchase Orders shall not be accepted by NEC until a mutually agreed upon contract has been executed between the parties.**

Validity of offer: 90 calendar days from date of quote.

Warranty and Maintenance: 1-Year Warranty

Payment Terms: 100% Upon Delivery & Due 30 Days After Date of Invoice

Acceptance of Good and Services: Customer acceptance shall occur when NEC has completed the services and provided the deliverables to customer (Project Completion). Customer acceptance is irrevocable and final. Unless otherwise expressly agreed to by the parties, payments shall be due in accordance with Section 2 (Price, Taxes and Payment) of the General Terms and Conditions of Quotations and Sale. Quotation does not include provincial / federal taxes, which are the responsibility of the customer.

At any time before Acceptance, NEC reserves the right to add, delete, and/or substitute items of equipment and software ("Substitutions"), provided that such substitution will not adversely affect the functionality and performance of the deliverables. Substitutions do not adjust a fixed priced contract.

A quotation is not to be construed as an obligation, but merely an indication to supply the goods and services at a particular price and no contractual relationship shall arise from it until the customer's purchase order has been accepted by NEC.

In the case of any remote workstation quotes, the recipient of this quote is responsible for securing approval/permission from the AFIS/MBIS provider in respect to interfacing with and submitting fingerprint or other transactions to its system.

Integra-ID AFIS/MBIS Bandwidth Requirements

Introduction

AFIS/MBIS applications utilize bandwidth on an on-demand basis. Normal, idle operations require minimal bandwidth for connectivity checks to the central server, job queue updates, etc. Usage bandwidth is characterized by peaks of activity dependent upon the operation (scanning a tenprint card, viewing a list of candidates, etc.). Additional factors include fingerprint image resolution (500ppi vs. 1000ppi) and search throughput design.

Bandwidth Requirements

The following chart illustrates the bandwidth required along with illustrations of the necessary backbone type. Figures given are dedicated bandwidth allocations per device. These requirements are the minimum necessary bandwidth for a productive user experience; additional bandwidth will enhance performance accordingly.

Remote Product Type	500ppi	1000ppi
Fingerprint Workstation (Latent, Tenprint, Palm, Archive*)	1.5mb (T1)	4mb (Bonded T1, Fractional DS3)
IntegralID (AFIS to AFIS connection)	1.5mb (T1)	4mb (Bonded T1, Fractional DS3)

Central Site Product Type	500ppi	1000ppi
Fingerprint Workstation (Latent, Tenprint, Palm)	100mb Fast Ethernet	1gb Ethernet
Inter-AFIS server communication**	1gb Ethernet	1gb Ethernet
Central Site Remote Connection (inbound/outbound traffic to remotes***)	10mb (Bonded T1, Fractional DS3)	25mb (DS3/T3)

*Archive usage is based upon average document sizes of 700kb.

**Inter-AFIS server networking is provided by NEC; all other networking costs are the responsibility of the customer.

***We can support up to 12 workstations for the 10MB(500ppi)/25MB(1000ppi). If the device count exceeds that, the line speed needs to be increased in proportion with the # of workstations.

General Terms and Conditions of Quotations and Sale

1. GENERAL The General Terms and Conditions ("Agreement") contained herein shall apply to all quotations and offers made by and purchase orders accepted by NEC Corporation of America ("NEC"). These terms, including terms referenced in any Appendices and/or Exhibit, if any, apply to all NEC Products which customer acquires from NEC, except to the extent that terms conflict with an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document. As used herein, "NEC Product(s)" means any NEC equipment, software and/or services provided by NEC under this Agreement, including maintenance, professional, or other related services. Acceptance of customer's purchase order is conditioned upon customer's acceptance of the terms and conditions herein, irrespective of whether the customer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. NEC's failure to object to provisions contained in any communication from customer shall not be deemed a waiver of the provisions herein. Any changes in the terms contained herein, or any additional or different terms must specifically be agreed to in writing, and signed by an authorized representative of NEC before becoming binding on either party. For the purposes of this Agreement, an "Order(s)" means a written binding document outlining additional or different terms covering a specific transaction; such terms shall be contained in a Statement of Work ("SOW"), purchase order, NEC quotation or addendum (together, either collectively or individually), with this Agreement, referred to as an ("Order"). NEC reserves the right to reject any Order which is not credit-approved or does not conform to the provisions of this Agreement.

2. PRICE, TAXES AND PAYMENT Unless otherwise expressly agreed to by the parties in writing, all payments are due within thirty (30) calendar days from the date of an invoice. Unless otherwise agreed in writing, all payments are to be in United States dollars. If customer fails to pay the undisputed portion of any invoice within the time specified, NEC may charge customer interest equal to the lesser of 1.5% per month [eighteen percent (18%) per annum] or the maximum rate allowed by law on such undisputed portion. NEC's provision of products and services is subject to credit approval for each transaction. Customer understands that any information obtained by NEC from any third party credit bureau for the purpose of verifying customer's credit worthiness will be held in confidence and will remain the property of NEC, whether or not credit is extended. In the event that NEC is required to bring legal action to collect delinquent accounts, customer agrees to pay reasonable attorneys fees and costs of suit.

All prices are exclusive of any present or future sales or other tax applicable to the manufacture or sale of any product, if required to be collected or paid by NEC shall be paid by Buyer to NEC. Such taxes, when applicable, shall be paid by customer unless customer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by NEC are those current at the date of quotation and shall be subject to variation by NEC. Customer acknowledges that this purchase may constitute a bundled transaction or mixed transaction for sales tax purposes and, as such, may be fully subject to sales tax. If claiming a sales tax exemption, customer must provide NEC with valid resale certificate(s) for all jurisdictions where deliveries are made to End Users. Such certificates must be provided to and accepted by NEC prior to, or at the time of, NEC's receipt of the customer's Order. "Licensed Customer" and/or "End User" means an entity who has purchased and licensed, the NEC software product for its internal business purposes and not for resale.

3. LIMITATION OF LIABILITY EXCEPT AS AND TO THE EXTENT PROVIDED IN THIS AGREEMENT, NEITHER NEC NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR OWNERS WILL IN ANY CIRCUMSTANCES BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS) ARISING OUT OF THE USE, OR SUPPLY OR NON-SUPPLY, OF THE NEC PRODUCT AND ANY ACCOMPANYING NEC TECHNICAL DATA REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF NEC, OR AN AUTHORIZED REPRESENTATIVE OF NEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEC'S TOTAL LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT AND/OR ORDER IS, IN ANY CASE, LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO NEC FOR THE NEC PRODUCT UNDER THE ORDER GIVING RISE TO THE CLAIM.

4. INDEMNITY NEC agrees to indemnify, defend and hold harmless customer against all demands, claims, actions, proceedings, losses, damages, liabilities, cost and expenses (including reasonable attorneys' fees and expenses) directly arising from or relating to third party claims directly resulting from any actual or alleged infringement or misappropriation of any United States patent, copyright, or trademark arising from or in connection with the NEC Product(s) licensed and/or provided under this Agreement, provided that: (a) NEC is notified promptly in writing of the claim, (b) customer gives NEC (or the software manufacturer or service provider, as applicable) the sole right to defend and settle any suit, and (c) customer fully cooperates in the defense when and as requested by NEC. Should customer's continued use of equipment, software, and/or services be enjoined, NEC may at its option and expense, either: (a) if commercially reasonable, procure for customer the right to continue using the affected equipment, software and/or service(s),

(b) replace or modify the same so that infringement is eliminated, or (c) if none of the alternatives are commercially reasonable, either party may terminate this Agreement.

This indemnity shall not apply to any claims or suits concerning: (a) items manufactured by NEC at customer's request and according to customer's specifications, (b) use of the NEC Product(s) in a manner or for a purpose not contemplated by this Agreement, (c) NEC Product(s) used by customer in conjunction with the equipment, but which was not supplied by NEC, or (d) commercial merchandise available on the open market or its equivalent. The foregoing provisions state the entire liability and obligations of each party, and the exclusive remedy of the other, with respect to any alleged intellectual property infringement hereunder.

INDEMNIFICATION CUSTOMER OR ITS DESIGNEE SHALL INDEMNIFY, DEFEND AND HOLD NEC HARMLESS AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, INTEREST AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF, RELATING TO, OR RESULTING FROM A CLAIM THAT CUSTOMER'S USE, MARKETING OR DISTRIBUTION OF ANY NEC PRODUCT ARE NOT IN COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND GOVERNMENTAL ORDERS.

5. LIMITED WARRANTY -

EQUIPMENT NEC represents and warrants that all equipment manufactured by NEC, or an NEC affiliate, will be free from defects in material and workmanship and will operate substantially in accordance with manufacturers' specifications for the period stated in the applicable Order. For equipment not manufactured by NEC or an NEC affiliate, NEC will pass the manufacturer's warranty through to customer to the extent NEC is lawfully permitted to do so. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement.

SERVICES NEC represents and warrants that all services provided to customer shall be performed by competent personnel, with professional diligence and skill, consistent with industry standards, and will conform in all material respects to the specifications and requirements set forth, and for the period stated or incorporated, in the applicable Order. Additional warranty terms may be mutually agreed upon by the parties under a separate agreement.

SOFTWARE NEC DOES NOT WARRANT THAT ANY NEC SOFTWARE PRODUCT PROVIDED WILL MEET CUSTOMER AND/OR END USER'S REQUIREMENTS OR THAT OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. EACH NEC SOFTWARE PRODUCT IS PROVIDED BY NEC "AS IS". THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF EACH NEC SOFTWARE PRODUCT SHALL BE WITH CUSTOMER, EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR UNLESS OTHERWISE EXPRESSLY AGREED TO BY THE PARTIES, IN WRITING, NEC DISCLAIMS AND EXCLUDES TO THE FULL EXTENT PERMISSIBLE ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SOFTWARE AND/OR SERVICES COVERED HEREUNDER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEC SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY UPON SUCH INFORMATION OR ADVICE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND NON-INFRINGEMENT. NEC PARTICULARLY DISCLAIMS ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ALL WARRANTIES RELATED TO THIRD PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE NOT PROVIDED HEREUNDER ARE EXPRESSLY EXCLUDED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION OF THIS AGREEMENT, (A) NEC, NOR ANY OTHER PERSON ON NEC'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING THE NEC PRODUCTS, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FITNESS OF THE NEC PRODUCTS FOR USE IN COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS OR GOVERNMENTAL ORDERS GOVERNING OR RELATING TO SUCH USE, AND (B) CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY NEC, OR ANY OTHER PERSON ON NEC'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION OF THIS AGREEMENT.

6. SCOPE OF LICENSE With respect to any NEC software product licensed under this Agreement, customer is hereby granted a non-exclusive, non-transferable license to (i) use each NEC software product specified in an Order, and only to the extent and purpose stated in the applicable NEC quotation ("*Specified Purpose*").

7. LICENSE RESTRICTIONS Except as expressly permitted under this Agreement, customer shall not have the right to sell, resell, distribute, license, sub-license, rent, lease, permit access to, or use of, or otherwise transfer any NEC software product to any other third-party and specifically agrees not to (a) provide usage of any NEC software product to any third parties; (b) generate income from any third parties' use of any NEC software product; or (c) generate income by acting as an agent for a third party and processing the business information of other third-parties. Except as otherwise expressly permitted under this Agreement, customer shall not have any rights to use any NEC software product, in whole or in part, for any other use or purpose whatsoever and any right not expressly provided to customer under this Agreement shall be reserved by NEC. Customer further agrees not to: (a) use, reproduce, modify, disclose, distribute, sublicense, lease, transfer, pledge, encumber or otherwise transfer the NEC program; (b) remove, cover, alter, or obfuscate any copyright notices or other proprietary rights notices placed on or in the NEC program; nor (c) take any action which will have the direct or indirect effect of causing the NEC program to become Publicly Available Software (hereinafter defined) or otherwise be subject to a Publicly Available Software license. The software will be used for identification and/or facial recognition purposes only and will not be used and implemented in direct connection with armed weapons. To ensure compliance with this Agreement, upon forty-five (45) days written notice, NEC shall have the right to audit customer's use of the software.

For the purposes of this Agreement, the term "Publicly Available Software" shall mean (a) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models; or (b) any software that requires, as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

8. Other Requirements for Distribution of NEC Product If permitted under the applicable Order, Customer shall solely distribute and license the NEC Product(s) to Licensed Customer under the terms of an End User License Agreement containing terms that are generally as protective of NEC as set forth herein. Customer shall make reasonable efforts to ensure that the form and provisions of customer's End User (Licensed Customer) License Agreement shall be enforceable and customer shall enforce such agreements to the full extent under applicable law. Customer's End User License Agreement shall include the following:

- a) Licensed Customer shall not copy, reproduce, modify, reverse compile, disassemble or reverse engineer (except to the extent allowed by local law) the NEC program, provided that each such Licensed Customer may be permitted to make one (1) additional copy of the NEC program for back-up purposes only;
- b) Licensed Customer shall not disclose or otherwise make available to any other person or entity any part of the NEC program;
- c) Licensed Customer shall not remove any of NEC's copyright and proprietary notices that appear on any portion or copy of the NEC program furnished to it;
- d) Licensed Customer shall use the NEC program only for Licensed Customer's own internal business use and not for the benefit of any third party such as use on an ASP basis, a timeshared basis or outsourcing basis;
- e) No title to the NEC program shall be transferred to such Licensed Customer;
- f) NEC and/or its licensors shall own all the intellectual property to the NEC program and any modifications, improvements or derivative works thereto.
- g) The NEC program is provided with Restricted Rights. The use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this Agreement and in the applicable provisions of subparagraphs (b) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 CFR 12.212 (Computer Software) and 48 CFR 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 CFR 227.7202-3 of the DOD FAR Supplement ("DFAR") and its successors. The Software was developed entirely at private expense. The Software licensed under this Agreement is "commercial computer software" as the term is described in 48 CFR. 252.227-7014(a) (1). **Manufacturer: NEC Corporation of America, Biometrics Solutions Division, 10850 Gold Center Drive, Rancho Cordova, CA 95670.** The software will be used for identification and/or facial recognition purposes only and will not be used and implemented in direct connection with armed weapons.

9. TERMINATION

9.1 Termination for Default. In the event of any material default or failure on the part of a Party in the performance of any of its duties, obligations or responsibilities under this Agreement, that is susceptible to cure, the non-defaulting Party may terminate this Agreement provided that the defaulting Party had been given thirty (30) days prior written notice of the default and failed to cure the default within such thirty (30) day period.

9.2 License Termination Any license granted to use any NEC software product pursuant to an applicable Order may be terminated ("License Termination") for any of the following reasons: (i) by NEC for customer's failure to make monetary payment of any amount due to NEC under this Agreement for the NEC software product set forth in the Order by the date such payment is due (hereafter, a termination under this Subsection (i) shall be referred to as a ("Termination for Nonpayment"); or (ii) by either party upon written notice to the other party after the other party's breach of any material non-monetary provision of this Agreement (including, but not limited to, a breach of this Section 9.2) that is not cured within thirty (30) days of written notice of such breach to the breaching party (hereafter, a termination under this Subsection (ii) shall be referred to as a ("Termination for Breach").

9.3 Monetary Obligations Upon Early License Termination. In the case of a Termination for Nonpayment or a Termination for Breach resulting from the customer's breach, any unpaid payment obligations of customer shall survive and continue beyond termination and NEC shall be considered to have earned all fees set forth in the terminated Order and shall be entitled to retain any fees that have already been paid by customer and to collect the balance of any fees that remain unpaid by customer.

9.4 Other Obligations Upon License Termination. Upon a license termination for a license granted to use any NEC software product pursuant to an applicable Order, the following will occur: (i) if, pursuant to an Order, NEC is providing any services for or related to the NEC software product, NEC will immediately cease providing the services to the customer for the NEC software product; and (ii) customer shall promptly return or destroy all copies of NEC software product, and provide NEC with a certification that all copies and modifications in any form have been either returned or destroyed.

10. ASSIGNMENT NEC may assign this Agreement to any NEC Affiliate upon prior written notice to customer, otherwise, this Agreement may not be assigned by either party without the express written consent of the other party. No transfer or assignment of this Agreement, or of any interest hereunder, shall release either party from its obligations hereunder. Any assignment or attempted assignment in violation of this provision shall be null and void.

11. IMPORT EXPORT CONTROLS Customer hereby acknowledges that the NEC Product(s) supplied hereunder may be subject to export controls under the laws and regulations of the United States (U.S.) and or other countries. Customer shall comply with such laws and regulations and agrees not to export, re-export or transfer the products without first obtaining all required U.S. Government authorizations or licenses. NEC and customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents.

Customer further certifies none of the products supplied to customer hereunder will be exported, re-exported, or otherwise transferred by customer:

- To a U.S. embargoed or highly restricted destination, (15 United States Code of Federal Regulations ("CFR") Part 746)
- For use by or for any military end-user, or in any military end-use located in or operating under the authority of any country identified in Country Group D1 under 15 CFR, Supplement No. 1 to Part 740, (15 CFR Part 740)
- To, or made available by customer for use by or for, any entity that is engaged in the design, development, production, stockpile or use of nuclear, biological or chemical weapons or missiles. (15 CFR Part 744)
- To parties on any of the following U.S. Government's lists of denied persons, without first obtaining all required U.S. Government authorizations or licenses.

Denied parties List:

<http://www.bis.doc.gov/dpl/thedeniallist.asp>

Unverified List:

http://www.bis.doc.gov/enforcement/unverifiedlist/unverified_parties.html

Entity List:

<http://www.access.gpo.gov/bis/ear/pdf/744spir.pdf>

Specially Designated Nationals List:

<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

Debarred List:

<http://www.pmdtc.state.gov/compliance/debar.html>

Nonproliferation Sanctions: <http://www.state.gov/t/issn/c15231.htm#>

Customer's obligation under this clause shall survive the expiration or termination of this Agreement. Customer agrees to maintain a record of exports, re-exports, and transfers of the products for five years and to forward within that time period any required records to NEC or, at NEC' request, to the U.S. Government. Customer agrees to permit audits by NEC or the U.S. Government as required under the applicable regulations to ensure compliance with these Terms.

12. FORCE MAJEURE Except for the obligation to pay monies due and owing, neither party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the party, including but not limited to governmental actions, acts of terrorism, transportation or labor strikes, environmental conditions, fire, flood, riot, strike, life or health-threatening conditions.

13. GOVERNING LAW Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of Texas without giving effect to conflict of laws provisions. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

14. COMPLIANCE WITH APPLICABLE LAWS Customer shall (a) comply with all applicable laws, regulations and governmental orders governing or relating to the use of the NEC Products, including, but without limitation, all applicable privacy and data protection laws, and (b) at its own expense, obtain and maintain in full force and effect throughout the continuance of this Agreement, all licenses, permits, authorizations, approvals and government filings and registrations necessary or appropriate for the exercise of its rights and the performance of its obligations under this Agreement and for use of the deliverables and services.

15. CONFIDENTIALITY "Confidential Information" as used herein, means non-public information that is exchanged between the Parties, provided that such information is: (i) labeled or identified "Confidential" at the time it is provided by the disclosing party, or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving the information. If the disclosing party fails to identify information as "Confidential Information" at the time of disclosure it may subsequently identify the information as "Confidential Information" by giving written notice to the other party.

Notwithstanding the foregoing definition, the term Confidential Information does not include information which: (i) has been published by the disclosing party or is otherwise in the public domain through no fault of the receiving party; (ii) is properly within the legitimate possession of the receiving party prior to its disclosure hereunder and without any obligation of confidence; (iii) is lawfully received by receiving party from a third party who lawfully possesses the information and who is not restricted from disclosing the Confidential Information to the receiving party; (iv) is independently developed by the receiving party without use of the Confidential Information; or (v) is approved for disclosure by the disclosing party, in writing, prior to its disclosure.

Each party understands and agrees that in the performance of services under this Agreement, or in contemplation thereof, that a party may have access to Confidential Information of the other party. The receiving party agrees that all Confidential Information disclosed by the other party shall be held in confidence and used only in performance of services under this Agreement. The receiving party shall exercise the same standard of care to protect such Confidential Information as is used to protect its own proprietary data, but in no event, less than a reasonable standard of care.

Confidential Information may be disclosed in response to a valid order of a court or other governmental body or as otherwise required by law; provided, however, that the receiving party first gives notice to the disclosing party and has, as appropriate: (i) fully cooperated in the disclosing party's attempt to obtain a "protective order" from the appropriate court or other governmental body, or (ii) attempted to classify the media containing the Confidential Information to prevent access by the public, in accordance with the provisions of the federal Freedom of Information Act ("FOIA") or similar state statutes.

16. INTELLECTUAL PROPERTY OWNERSHIP Customer acknowledges and agrees that the NEC Products may contain, embody or be based on, patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, "Intellectual Property Rights") owned or controlled by NEC or the manufacturer or supplier, and that NEC or the manufacturer or supplier, respectively shall continue to be the sole owner of all Intellectual Property Rights in the NEC Products.

17. DELIVERY Unless otherwise agreed in writing, NEC Products shall delivered to the contact name specified in the applicable Order and shipped via F.O.B. origin. If applicable, NEC software products will be provided on a disk containing the software libraries that comprise the NEC software product, sample programs illustrating the use of the libraries and the NEC technical data. NEC will select the carrier for shipment and risk of loss shall pass to customer upon shipment. Subject to the applicable Order, title to the NEC equipment, which expressly excludes any NEC software products, shall pass upon shipment. NEC's period of performance shall commence no more than forty-five (45) days after NEC's acceptance of customer's purchase order or otherwise within a time period agreed by the parties.

18. SEVERABILITY If any provision of this Agreement is for any reason held to be unenforceable, all other provisions of this Agreement will remain in full force and effect and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision consistent with the Parties' original intent.

19. SURVIVAL OF OBLIGATIONS The respective obligations of customer and NEC under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement, shall survive termination, cancellation or expiration.

20. WAIVER OF TERMS AND CONDITIONS Failure of either party to enforce any of these terms or conditions shall not constitute a waiver of any such terms or conditions, or of any other terms or conditions.

21. NOTICES Any notice hereunder shall be deemed to have been given if contained in writing and delivered by hand, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested to the party concerned at its last known address. Notice to NEC shall be to: **NEC Corporation of America, Attn: Legal Division – Contract Administration Department, 3929 W. John Carpenter Freeway, Irving, TX 75063.**

22. COMPLETE AGREEMENT Unless otherwise mutually agreed upon by the parties in an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document, this Agreement including all Appendices, if applicable, is the complete agreement between the parties concerning the subject matter herein and supersedes any prior oral or written communications between the parties with regard to the subject matter contained herein. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified or incorporated herein. **THIS AGREEMENT MAY NOT BE MODIFIED, CHANGED OR AMENDED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.**



Commission Meeting

September 17, 2024

Minutes

Department: N/A

Presenter: N/A

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

Background: N/A

Analysis: N/A

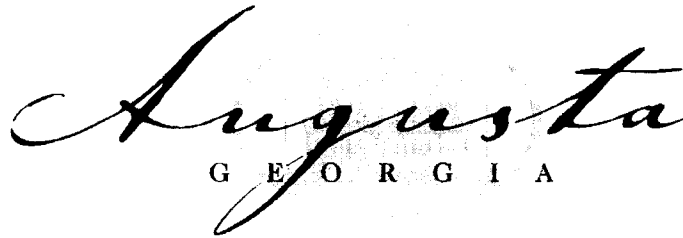
Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A



COMMISSION MEETING MINUTES

Commission Chamber

Tuesday, September 03, 2024

2:00 PM

PRESENT

- Mayor Garnett Johnson
- Commissioner Brandon Garrett
- Commissioner Jordan Johnson
- Commissioner Sean Frantom
- Commissioner Francine Scott
- Commissioner Catherine Smith-McKnight (participates by telephone)
- Commissioner Stacy Pulliam
- Commissioner Tony Lewis

ABSENT

- Commissioner Bobby Williams
- Commissioner Alvin Mason
- Commissioner Wayne Guilfoyle

INVOCATION

Reverend Vanessa Stanley, Interim Pastor, Thankful Baptist Church

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

DELEGATION(S)

- A. **Mr. Oliver Page** regarding the recognition of September as Prostate Cancer Awareness Month, to increase prostate cancer awareness in Richmond County and highlight a local support group that offers camaraderie, support and resources.
Presentation is made by Mr. Page.
- B. **Christina & Alvin Watson-** Bike Bike Baby regarding bringing Mardi Gras to Augusta.
Presentation is made by Mr. and Mrs. Watson.

CONSENT AGENDA

(Items 1-10)

ADMINISTRATIVE SERVICES

- 1. Motion to **approve** award of contract to Horizon Construction and Associates, Inc. in the amount of **\$285,000.00** to demolish and renovate Phase 1 of Fleming Park. ITB 24-164. **(Approved by Administrative Services Committee August 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

- 2. Motion to **approve** the reinstatement of 1% budget cut from the Central Services Department Y24 budget. **(Approved by Administrative Services Committee August 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

- 3. Motion to **approve** the recruitment process for the **Parks & Recreation Department Director** be closed; receive the five candidates and interview them within the next three weeks. **(Approved by Administrative Services Committee August 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

ENGINEERING SERVICES

- 4. Motion to **approve** contracting with Goodwyn, Mills and Cawood, LLC (GMC) to provide engineering services for Utilities Department’s Fort Eisenhower 47th Street Lift Station Replacement project. **(Approved by Engineering Services Committee August 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

- 5. Motion to **approve** tasking the Administrator with coming up with a strategic plan for lot maintenance including city owned, land bank, and private owned lots. Include the following departments and offices Code Enforcement, Engineering, Land Bank, and Marshal's Office. **(Approved by Engineering Services Committee August 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

FINANCE

- 6. Motion to approve the request to reinstate the 1% budget reduction in Superior Court’s 2024 budget. **(Approved by Finance Committee August 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

7. Motion to **approve** directing the Administrator and the Procurement Department to work with the Law Department to bring back a recommended Policy after a review of the current credit card policy and to reimburse the submitted expenses of the Mayor that were confirmed by his Chief of Staff as business expenses and that the Mayor receive a credit card for his use in the meantime under the current policy while a determination is made concerning the establishment of the limits on the credit card. **(Approved by Finance Committee August 27, 2024)**

Motion to approve with the recommendation regarding the credit card limits to come back from the Administrator and staff at the September 24 committee cycle.

Motion made by Frantom, Seconded by Garrett.

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

Voting Abstaining: G. Johnson

Motion carries 7-1.

8. Motion to **approve** a request from Ms. Nancy Glaser, Executive Director of the **Augusta Museum** of History, regarding the reinstatement of the 2024 1% cut for the budgets of the Augusta Museum of History and the Ezekiel Harris House; and the restatement of the 1% budget cut for the **Lucy Craft Laney Museum**. **(Approved by Finance Committee August 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

9. Motion to **approve** Housing and Community Development Department's (HCD's) request to transfer budget funds of **\$121,000** from Salary/Benefits object 51 codes to object code 5239112 for temporary workforce expenditures. **(Approved by Finance Committee August 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

PETITIONS AND COMMUNICATIONS

10. Motion to **approve** the minutes of the regular Commission Meeting held August 20, 2024 and Special Called Meeting held August 27, 2024.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

**AUGUSTA COMMISSION
REGULAR AGENDA**

(Items 11-16)

PUBLIC SERVICES

11. **A.N. 24-39 – Existing Location, New Ownership: Consumption on Premises Liquor, Beer and Wine with Dance, Artesha Warren** applicant, located at 1289 Broad Street. District 1, Super District 9**(Lack meeting quorum August 27, 2024)**

Motion to approve.

Motion made by Johnson, Seconded by Frantom.

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

Motion carries 8-0.

12. Presentation by Garian Henry regarding lack of appropriate funding towards education, not enough awareness towards children with special needs, lack of teachers and classrooms designed to accommodate children on spectrums, investment of money in private sectors, teachers' salaries and better buses and allowing parents to place children in better schools.**(Lack meeting quorum August 27, 2024)**

Mr. Henry did not appear before the Commission.

13. Motion to **approve** the Planning & Development Department amending the Occupational Tax Business License Ordinance concerning transient vendors licenses. **(Lack meeting quorum August 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

FINANCE

14. Motion to **approve** resolution adopting the **2024 millage rates** for County-Wide General Fund Maintenance and Operations, the Urban Services District, the Capital Outlay Fund, the Fire Protection Fund, and the Blythe Fire District Maintenance and Operations Fund as shown on the accompanying schedule.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

PUBLIC SAFETY

15. Motion to **approve** the Mutual Aid Agreement between Augusta, Georgia and Columbia Georgia and to authorize the mayor to execute the appropriate documents. **(Lack meeting quorum August 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 8-0.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

ADDENDUM ITEM

1. Discuss manpower needs to assist in cleaning up Broad Street prior to the Arts in the Heart Festival. (Requested by Commissioner Sean Frantom)

It was the consensus of the Commission that this item be added to the agenda.

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

CALLED MEETING

COMMISSION CHAMBER
September 10, 2024

Augusta Richmond County Commission convened at 1:52 p.m., Tuesday, September 10, 2024, the Honorable Garnett Johnson, Mayor, presiding.

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

ABSENT: Hons. J. Johnson, Williams, Scott, Pulliam, members of Augusta Richmond County Commission.

Mr. Mayor: We've got one item from 11:00 o'clock that's time sensitive for the airport. Madam Clerk, can we call the 11:00 o'clock to order? What's the deadline on the grant? The 12th?

The Clerk: It had to be signed by the 13th and submitted back so you could either sign it today or ratify it at our meeting on Tuesday.

Mr. Mayor: Okay. Today is the 10th. We need to do this today.

The Clerk: My thing was to allow the Mayor to execute and then have it ratified at the 17th meeting.

Mr. Mayor: Okay, have it ratified. All right, so we're good?

Mr. Garrett: Motion to approve.

Ms. McKnight: Second.

Mr. Mayor: There's a motion and second, Madam Clerk. We're voting.

Mr. Frantom: All of us need to vote on that item.

Mr. Mayor: Yes. It was consented so it needs to be voted on by the Commission, correct?

Mr. Garrett: But we all need to vote on the first item. We haven't voted yet. Let's just start over. This addendum agenda that should have been added to the special called meeting. Can you read it for the record, please?

The Clerk: It's to authorize application for GEFA Forgivable Loan Opportunity for Water Infrastructure.

Mr. Mayor: All right, colleagues, we've heard it and need a motion to approve.

Mr. Garrett: Motion to approve.

Ms. McKnight: Second.

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

The Clerk: Well, let me ask you this. We need to have unanimous consent to get it added on. So that's what we need to acknowledge that we have unanimous consent.

Mr. Mayor: Are there any objections to having this item added to the agenda?
Seeing nor hearing none –

The Clerk: So what we can do is go ahead on. The first motion, why don't we go ahead on and take care of the item regarding the airport grant, just go ahead on and vote on that and then we'll take up the second one.

Mr. Mayor: All right. Can you read it for the record, please?

The Clerk: The motion to accept and authorize the Mayor to sign the FAA AIP Grant No. 3-13-0011-058-2024 (#58 in the amount of \$8,898,512.

Mr. Mayor: All right, colleagues, we've heard. Is there a motion?

Mr. Garrett: So moved.

Mr. Frantom: Second.

The Clerk: I have the motion. I just needed you all to vote.

Mr. Mayor: Oh, just need to vote. Let's vote.

The Clerk: Mr. Garrett and Ms. McKnight was the –

Motion carries 7-0.

The Clerk: Next item is to authorize the application of the GEFA Forgivable Loan Opportunity for Water Infrastructure.

Mr. Garrett: Motion to approve.

Ms. McKnight: Second.

Mr. Mayor: Motion and then there's a second and we're voting.

**Mr. Mason votes No.
Motion carries 6-1.**

Mr. Mayor: The Chair recognizes Commission Brandon Garrett.

Mr. Garrett: Thank you. Since we were able to add the item from Engineering to the regular special called meeting can we also add the other item that was previously not able to be discussed earlier in regards to the Administrator?

Mr. Plunkett: Mr. Garrett, I think the initial motion was that we were going to have approval and ratify on Tuesday. I thought that was what the Clerk had said earlier.

Mr. Garrett: I'm talking about the item from the 10:30 meeting, the Administrator item. We just added an item from a committee to this meeting. I was asking to add that other item.

Mr. Plunkett: What I'm saying is I thought that the posture was that the Clerk was suggesting that the two matters be voted on today for ratification on Tuesday so it would not be, if I may have misunderstood the Clerk in that regard. Was it a –

The Clerk: That's what I suggested but they decided to –

Mr. Plunkett: I apologize. I did not realize, I thought that was the posture of it. So if that was the case and then those two votes occur then you could ask that it be added to the agenda.

Mr. Garrett: That's what I'm asking.

Mr. Plunkett: Yes, that would be appropriate. It would require unanimous consent.

(Mr. Lewis exits the meeting)

Mr. Mayor: All right. Is there unanimous consent to add this item to the agenda?

The Clerk: You lost your quorum.

Mr. Mayor: We just lost a quorum. All right. Thank you, Attorney Plunkett, Madam Clerk. This meeting is hereby adjourned. Thank you so much.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on September 10, 2024.

Clerk of Commission



Public Services Committee Meeting

September 10, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-40 - New Location: Ricky Patel for Siya Ram Investments GA, LLC** requesting **Beer and Wine consumption on premises with Sunday Sales** located at 1050 Claussen Road. District 7, Super District 10
- Background:** New Location – Sparks by Hilton
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$1,247.50
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.
Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 24-0201

1. Name of Business Siya Ram Investments, LLC
2. Business Address 1050 Claussen Rd.
3. City Augusta State GA Zip 30907
4. Business Phone (706) 738-7773 Home Phone () _____
5. Applicant Name and Address: Ricky Patel
305 Old Wood Dr.
Columbia, SC 29212
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel 012-0-014-08-0 Zoning C
9. Location Manager(s) Ricky Patel
Jagadish Patel

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 4/6/23
12. Mailing Address:
 Name of Business Spark by Hilton
 Attention Ricky Patel
 Address 1050 Claussen Rd.
 City/State/Zip Augusta, GA 30907
13. Ownership Type: () Corporation Partnership () Individual
14. Corporate Name: Siya Ram Investments GA, LLC
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Ricky Patel</u>	<u>Manager</u>		<u>305 Old Wood Dr.</u>	<u>25%</u>
<u>Neal Patel</u>	<u>owner</u>		<u>305 Old Wood Dr</u>	<u>25%</u>

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

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

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

16. Have you ever applied for an Alcohol Beverage License before: NO
 If so, give year of application and its disposition: _____

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? Yes () No If so, please initial RP



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

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

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

21. List owner or owners of building and property.
Siva Ram Investments GA, LLC

22. List the name and other required information for each person, firm or corporation having any interest in the business.
Mits Properties, LLC
Shree Ram Hotel LLC

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

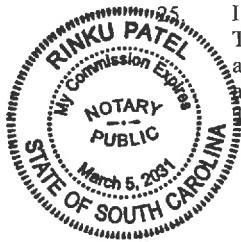
24. State of Georgia, Augusta-Richmond County, I, Ricky Patel
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

[Signature]
Applicant Signature

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

this 22 day of May, in the year 2024.

[Signature]
Notary Public



FOR OFFICE USE ONLY

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

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

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-40

Application Type: Consumption on Premises for Beer and Wine with Sunday Sales
New Location

Business Name: Sparks by Hilton

Hearing Date: September 10, 2024

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

Applicant: Ricky Patel

Property Owner: Siya RAM Investments GA, LLC

Address of Property: 1050 Claussen Road

Tax Parcel #: 012-0-014-08-0

Commission Districts: District 7, Super District 10

ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$ 1,247.50

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

September 10, 2024

Alcohol License

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

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2024 Alcohol Account Number _____

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

OWNERSHIP INFORMATION

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

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

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

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

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

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



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

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

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

21. List owner or owners of building and property.
S2 REAL ESTATE INC

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

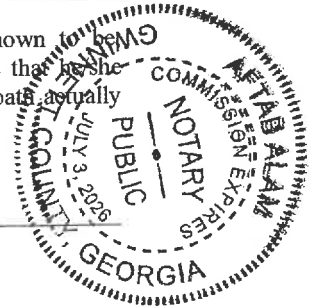
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold. Not Applicable
A.) Church _____ C.) School _____
B.) Library _____ D.) Public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

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

[Signature]
Applicant Signature

25. I hereby certify that Sarita G Gammage is personally known to me that he/she knew and understood all statements and answers made herein, and, under oath, actually administered by me, has sworn that said statements and answers are true.
This 12th day of June, in the year 2024.

[Signature]
Notary Public



FOR OFFICE USE ONLY

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

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

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-41

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

Business Name: Prabish Food Mart

Hearing Date: September 10, 2024

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

Applicant: Sarita Gammage

Property Owner: S2 Real Business, Inc.

Address of Property: 1675 Olive Road

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

Commission Districts: District 1, Super District 9

ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

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

RECOMMENDATION:

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

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

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



Augusta Public Services Committee Meeting

September 10, 2024

Alcohol License

- Department:** Planning & Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** **A.N. 24-42 – Existing Location, New Ownership: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, Joseph Tankersley** applicant for Tanksaug, LLC, located at 215 Tenth Street. District 1, Super District 9
- Background:** Existing Location, New Name – Tanks Bar & Grill
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant will pay a fee of \$2,805.00
- Alternatives:** N/A
- Recommendation:** Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.

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

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-42

Application Type: Consumption on Premises for Liquor, Beer, and Wine with Sunday Sales
New Location

Business Name: Tanks Bar & Grill

Hearing Date: September 10, 2024

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

Applicant: Joseph Tankersley

Property Owner: Beehive Group, LLC

Address of Property: 215 Tenth Street

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

Commission Districts: District 1, Super District 9

ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$2,805.00

RECOMMENDATION:

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

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

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

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Tanksaug LLC
2. Business Address 215 Tenth St Augusta, GA 30901
3. City Augusta State Georgia Zip 30901
4. Business Phone (770) 757-9427 Home Phone ()
5. Applicant Name and Address: Joseph Kyle Tankersley
692 Riverfront Dr
Augusta, GA 30901
 Email address tanksaug@gmail.com
6. Applicant Social Security # _____ D.O.B _____
7. If Application is a transfer, list previous Applicant: na
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) Joseph Kyle Tankersley
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
 Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 15 JUL 2024
12. Mailing Address:
 Name of Business Tanksaug LLC
 Attention na
 Address 692 Riverfront Dr
 City/State/Zip Augusta GA 30901
13. Ownership Type: () Corporation () Partnership Individual
14. Corporate Name: Tanksaug LLC
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Joseph Kyle Tankersley</u>	<u>owner</u>		<u>692 Riverfront Dr</u>	<u>100%</u>
<u>na</u>	<u>na</u>	<u>na</u>	<u>Augusta, GA</u>	<u>na</u>
<u>na</u>	<u>na</u>	<u>na</u>	<u>30901</u>	<u>na</u>
<u>na</u>	<u>na</u>	<u>na</u>	<u>na</u>	<u>na</u>

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer	<u>na</u>	<u>na</u>	<u>na</u>	<u>na</u>	<u>na</u>
Consumption on Premises	<u>x</u>	<u>x</u>	<u>x</u>	<u>na</u>	<u>x</u>
Wholesale	<u>na</u>	<u>na</u>	<u>na</u>	<u>na</u>	<u>na</u>

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

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



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

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

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

na

21. List owner or owners of building and property.
Joseph Kyle Tankersley

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

na

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

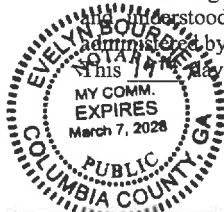
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____

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

[Signature]
Applicant Signature

25. I hereby certify that Joseph Kyle Tankersley is personally known to be, That he/she signed his/her name to the forgoing application stating to me that he/she knew the contents of all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.

This 17th day of July, in the year 2024.



[Signature]
Notary Public

FOR OFFICE USE ONLY

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

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

Administrator Date



Public Services Committee Meeting

September 10, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	A.N. 24-43 – New Location: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, Alesia Council for The Patio1, LLC, located at 2417 Milledgeville Road. District 2, Super District 9
Background:	New Location – The Patio
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$2,805.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 24-43

Application Type: Consumption on Premises for Liquor, Beer and Wine with Sunday Sales
New Location

Business Name: The Patio

Hearing Date: September 10, 2024

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

Applicant: Alesia Council

Property Owner: Eunice Cheeks

Address of Property: 2417 Milledgeville Road

Tax Parcel #: 071-4-017-00-0

Commission Districts: District 2, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, LI
- **Distance Requirements:** The proposed location for consumption on premises for Beer, and Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$ 2,805.00

RECOMMENDATION:

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

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

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

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business The Patio 1 LLC
2. Business Address 2417 milledgeville rd
3. City Augusta State GA Zip 30904
4. Business Phone (706) 550-8713 Home Phone _____
5. Applicant Name and Address: Alesia Council
221 Corley Cir
Grainetown GA 30913
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel 07-4-017-00-0 Zoning _____
9. Location Manager(s) _____

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
 Name of Business The Patio 1 LLC
 Attention _____
 Address 2417 milledgeville rd
 City/State/Zip Augusta GA 30904
13. Ownership Type: Corporation () Partnership Individual
14. Corporate Name: The Patio
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Alesia Council</u>	<u>owner</u>		<u>221 Corley Cir Grainetown GA</u>	<u>30813</u>

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

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

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

16. Have you ever applied for an Alcohol Beverage License before: NO
 If so, give year of application and its disposition: _____

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? Yes () No If so, please initial AC



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

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

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

21. List owner or owners of building and property? Raymond Oglesby

22. List the name and other required information for each person, firm or corporation having any interest in the business. none

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

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

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

Alesia Counce
Applicant Signature

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

Notary Public

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Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	✓		<u>B. J. [Signature]</u>
Sheriff	✓		<u>[Signature]</u>
Fire Inspector			

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

Administrator Date



Public Services Committee Meeting

September 10, 2024

Massage Operator’s License Application

- Department:** Planning and Development
- Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions
- Caption:** A request by **Amy Grier** for **Massage Operator’s License, Garden City Wellness** in connection with existing Bliss Salon located at 1432 Monte Sano Avenue. District 2, Super District 9.
- Background:** New Business in Existing Location
- Analysis:** The applicant meets the requirements of the City of Augusta’s Massage Therapy Ordinance.
- Financial Impact:** The applicant will pay an application fee of \$120.00, and a fee based on Gross Revenue.
- Alternatives:** N/A
- Recommendation:** Planning & Development recommends approval of the application subject to additional information not contradicting the applicant’s statements.
 Sheriff’s Office recommends approval of the application subject to additional information not contradicting the applicant’s statements.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

**AUGUSTA RICHMOND COUNTY
PERSONNEL STATEMENT
1815 MARVIN GRIFFIN ROAD
AUGUSTA GA 30906**

Item 22.

- 1) Full Name of Applicant: Amy Lynn Grier
- 2) Home Address: 1008 Fairfield Ave NASL 29841
- 3) Telephone #: 706 277 714 SS#: _____ Date of Birth: _____
- High School Diploma: Yes No _____ or GED: Yes _____ No _____
- 4) Trade name of Business of which personnel statement is a part of: Bliss Salon and Spa
- 5) Business Address: H32 Monte Sand Ave Augusta Ga 30904
- 6) Business Telephone: 706 305 1696
- 7) Position of Applicant in Business: LMT
- 8) Other names use by applicant: maiden name, names used in former marriages, alias, stagename, and or nicknames _____
- 9) Place of Birth: Kankakee Ill. U.S. Citizen (yes () no
- Naturalized: _____ Date, Place and Court: _____
- Certification No: _____
- 10) Martial Status: () Married (Divorced () Separated () Widowed () Single ()
- 11) If married, divorced, or widowed, complete the information requested below.
- Full name of spouse: Howard Thomas SS# _____
- 12) Applicants: Height: 5'6" Weight: _____ Age: _____
- Color Hair: blonde Color Eyes: blue

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

From		To		Occupation and Description of Duties Performed	Salaries Received	Employer	State	Reason for Leaving
Month	Year	Month	Year					
06	2019	06	2023	LMT	\$12,000	self Altoid	Ga	went back to school
01	2015	05	2023	LMT		self spa/Bliss	Ga	business moved location
01	2012	11	2014	Lead Instructor in Massage Program		M.M.T.C.	Ga	went back to private practice
01	2004	12	2011	LMT		self spa/Bliss	Ga	went to teaching
01	2003	12	2003	LMT		self shared space	Ga	new location
01	2000	12	2002	LMT		La Dolce Vita	Ga	new location

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

From		Street	City	State
Month	Year			
June	2013	1008 Fairfield Ave	NASC	29841
	to present			

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

Darren Scheyer 454 Furry's Ferry Rd Martinez Ga 17 yrs
 Miranda Petre 1105 Furry's Ln Augusta Ga 24 yrs
 Dr. Julie Blankenship 420 West Ave NASC 24 yrs

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

Ø

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

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

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

VERIFICATION

State of Georgia Richmond County

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

Amy Lynn Grier
Applicant's signature (Full name in ink)

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

This 1st day of July in the year 2021.

Lea Bottoms
Notary Public

Sheriff Department Approval _____ Disapproval _____

LEA BOTTOMS
 Notary Public, State of South Carolina
 My Commission Expires
 December 10, 2031

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: Discussion

Application Type: Massage Operators License – New Business in Existing Business Location

Business Name: Garden City Wellness

Hearing Date: September 10, 2024

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

Applicant: Amy Grier

Property Owner: McConnell Wilson Bliss, LLC

Address of Property: 1432 Monte Sano Avenue

Tax Parcel #: 044-1-070-00-0

Commission Districts: District 2, Super District 10

Background: New Business in Existing Business Location

ANALYSIS:

Location Restrictions:

- **Zoning:** Neighborhood Business – B-1

LICENSE REQUIREMENTS:

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

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

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

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

RECOMMENDATION:

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

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

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



Meeting Name

Meeting Date: September 10, 2024

Cover Sheet – Amended FY24 Tentative Allocation for Daniel Field Airport

- Department:** Daniel Field Airport
- Presenter:** Becky Shealy
- Caption:** Approve the Daniel Field Airport Amended FY2024 Tentative Allocation of \$2,750,000 State funding and approve Mayor Johnson signing the acceptance letter of this tentative allocation.
- Background:** This is the amended tentative allocation of State funding GDOT has approved for Fiscal Year 2024 for Daniel Field Airport. This funding source is from Georgia’s FY24 surplus funds to support the improvement of the state’s transportation infrastructure.
- Analysis:** CONSTRUCTION PROJECT – REHABILITATE RUNWAY 11/29
Runway 11/29 is not federally funded since it is not the primary runway. Lack of federal funding has prevented much needed asphalt improvements to 11/29. GDOT has agreed to fund a state grant for the construction of the runway rehabilitation. (Projected schedule: Start December 2024)
- Financial Impact:** State (GDOT) grant funded at 75%. The remaining 25% to be funded by TIA 2 awarded to Daniel Field Airfield Improvements.
TOTAL: \$3,666,667.
- Alternatives:** Deny the recommendation of the Daniel Field General Aviation Commission (DNL GAC) to approve the tentative allocation and Mayor Johnson signing the acceptance letter.
- Recommendation:** The DNL GAC recommends approval of the tentative allocation and approval of Mayor Johnson signing the acceptance letter on behalf of Daniel Field Airport.
- Funds are available in the following accounts:** \$2,750,000 State funding at 75%
\$ 916,667 TIA 2 contract with Daniel Field at 25%
- REVIEWED AND APPROVED BY:** Becky Shealy – Airport Manager



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

July 31, 2024

Via Email

The Honorable Garnett L. Johnson, Mayor
Augusta-Richmond County
535 Telfair St., Suite 200
Augusta, GA 30901

Dear Mayor Johnson:

During the 2024 Legislative Session, as recommended in Governor Brian Kemp’s Amended Fiscal Year 2024 (AFY24) budget, the Georgia General Assembly appropriated \$1.5 billion of surplus funds to support the improvement of the state’s transportation infrastructure. Pursuant to the recent letters sent to legislators from Commissioner Russell McMurry, the AFY24 budget allocated \$98 million to the Georgia Department of Transportation (GDOT) airport aid program for airport improvements.

GDOT is pleased to announce a tentative allocation of state funding assistance in the amount of \$2,750,000 for **Rehabilitate Runway 11-29** at Daniel Field. **This project will require matching funds from Augusta-Richmond County estimated in the amount of \$916,667.** Please note that this is a tentative allocation of funds, the actual contract amount will be based on preapproved design, planning and engineering costs and/or competitive bids received to accomplish the project.

Please confirm, by letter, no later than **September 1, 2024**, your intent to proceed with and fund this project. State funding for this project, if unconfirmed by this date, may be reassigned. As acknowledgement to this tentative allocation award, please provide a letter with the following: (See attachment)

- Confirmation of intent to proceed with and fund this project
- Formal request for state funding assistance

Also, Brian Walden will serve as the Project Manager from the Office of Aviation, Intermodal Division. Your project manager will contact you shortly to schedule a meeting on this tentative allocation award and guide you on the next steps. Please contact Brian Walden, Aviation Project Manager at 706.339.0921 if you have any questions.

We look forward to the successful completion of this project.

Sincerely,

Digitally signed by Leigh Ann Trainer
DN: C=US,
E=ltrainer@dot.ga.gov, O=GDOT,
OU=Division of Intermodal,
CN=Leigh Ann Trainer
Date: 2024.07.31 13:40:15-0400

Leigh Ann Trainer, Assistant Director
Division of Intermodal

cc: Daniel Snipes, State Transportation Board
Steve Gay, Airport Manager
Becky Shealy, VP Business Development
Clement Solomon, Division of Intermodal
Colette Williams, Aviation Program Manager

Attachment

[On Sponsor Letterhead]**[Date]**

Mr. Russell R. McMurry, P.E., Commissioner
Georgia Department of Transportation
600 W. Peachtree St., NW
Atlanta, GA 30308

Attn: Tracie D. Kleine, Assistant Aviation Program Manager

Dear Commissioner McMurry:

By copy of this letter, we confirm our intent to proceed with and fund **Rehabilitate Runway 11-29** at Daniel Field.

1. In accordance with Department policy, we respectfully request state funding assistance in the amount of 75% of the project.
2. We acknowledge that time is of the essence and will work with our designated aviation project manager to develop an overall project schedule. This schedule shall be submitted to our project manager no later than October 1, 2024.

Sincerely,

[Signature]**[Airport Sponsor Representative Printed Name]**

cc: Brian Walden, Aviation Project Manager

AUGUSTA, GEORGIA New Grant Proposal/Application

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

Proposal	Project No.	Project Title
PR000524	DNL FIELD	State/Local Grant - Construction Rehabilitate Runway 11/29

Requesting GDOT grant funds tentatively allocated to DNL as a State/Local grant (no FAA funds) for a construction project to rehabilitate the pavement on Runway 11/29. The approval letter from TIA as the local match is included in this grant application. Cash Match Source: TIA 2 EEO Required: YES EEO Notified: NO

Start Date: 11/01/2024 End Date: 11/30/2025
 Submit Date: 08/02/2024 Department: 082 Daniel Field Cash Match? Y
 Total Budgeted Amount: 3,666,667.00 Total Funding Agency: 2,750,000.00 Total Cash Match: 916,667.00 TIA

Sponsor: GM0006 GDOT
 Sponsor Type: S State
 Purpose: 19 Airport improvement Flow Thru ID:

Contacts			
Type	ID	Name	Phone
I	GMI019	Shealy, Becky	(706)922-0408

Type	By	Date	Approvals
FA	B.SHEALY	08/02/2024	Dept. Signature: <u>Becky Shealy</u> Grant Coordinator Signature: <u>11/19/2024</u>

1.) I have reviewed the Grant application and enclosed materials and:
 Find the grant/award to be feasible to the needs of Augusta Richmond County
 Deny the request _____
Donna Williams 8-19-2024
 Finance Director Date

2.) I have reviewed the Grant application and enclosed materials and:
 Approve the Department Agency to move forward with the application
 Deny the request _____
J. House 8/22/24
 Administrator Date

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



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

April 29, 2024

TIA NTP-4

Dr. Hameed Malik, P.E.
Director of Engineering
City of Augusta
452 Walker St, Suite 110
Augusta, Georgia 30901

Amended FY24-TA	\$ 910,667
FY25-TA	\$ 419,431
	\$ 1,330,098

SUBJECT: PI 0017623, Richmond County
Daniel Field Airport – Airfield Improvements
Conditional Notice to Proceed

Dr. Malik:

This is a Conditional Notice to Proceed (NTP) to perform construction activities on the subject project per the TIA Agreement. This conditional NTP is a revision to the original Construction NTP sent on July 13th, 2023 and only covers the cost of the runway pavement rehab construction included in the project. The total amount of TIA funding that will be applied toward the runway pavement rehab construction phase of the project is not to exceed \$1,336,098.00.

Should you have any questions, or need additional information, please contact Jeremy Durrence at 404-694-6545 or by email at jdurrence@dot.ga.gov.

Sincerely,

Jeremy Durrence for

Kenneth Franks,
State TIA Administrator

KKF:JPD

Cc: General Files
Priti Patel, Office of Financial Management
TIA Contracts

AUGUSTA, GEORGIA New Grant Proposal/Application

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

Proposal	Project No.	Project Title
PR000524	DNL FIELD	State/Local Grant - Construction Rehabilitate Runway 11/29

Requesting GDOT grant funds tentatively allocated to DNL as a State/Local grant (no FAA funds) for a construction project to rehabilitate the pavement on Runway 11/29. The approval letter from TIA as the local match is included in this grant application.

Match Source: TIA 2 EEO Required: YES EEO Notified: NO

Cash

Start Date:	11/01/2024	End Date:	11/30/2025	Daniel Field	Cash Match?	Y
Submit Date:	08/02/2024	Department:	082	2,750,000.00	Total Cash Match:	916,667.00 TIA
Total Budgeted Amount:	3,666,667.00	Total Funding Agency:				

Sponsor:	GM0006	GDOT	Flow Thru ID:
Sponsor Type:	S	State	
Purpose:	19	Airport improvement	

Type	ID	Name	Contacts	Phone
I	GMI019	Shealy, Becky		(706)922-0408

Type	By	Date	Approvals
FA	B.SHEALY	08/02/2024	Dept. Signature: <u>Becky Shealy</u> Grant Coordinator Signature: <u>WJ@8/19/2024</u>

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

o Deny the request _____

Donna Williams _____ 8-19-2024

Finance Director Date

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

o Deny the request _____

J. House _____ 8/22/24

Administrator Date

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



Meeting Name

Meeting Date: September 10, 2024

Cover Sheet – FY25 Tentative Allocation for Daniel Field Airport

Department:	Daniel Field Airport
Presenter:	Becky Shealy
Caption:	Approve the Daniel Field Airport FY2025 Tentative Allocation of \$1,841,331 FAA & State (GDOT) funding and approve Mayor Johnson signing the acceptance letter of this tentative allocation.
Background:	<p>This is the tentative allocation funding GDOT has approved for the Fiscal Year 2025 for Daniel Field Airport based on the Capital Improvement Plan submitted last November. Projects include:</p> <ol style="list-style-type: none"> 1. Reimbursement of federal funds for DBE Plan Update (FY2024-FY2026) 2. Environmental Assessment – Obstruction Mitigation 3. Airport Layout Plan Update & Zoning Ordinance 4. Design Taxiway D & Apron Rehabilitation 5. Construction – Rehabilitate Taxiway A parallel to Runway 11/29 Tower Apron pavement
Analysis:	<p>REIMBURSEMENT OF FEDERAL FUNDS FOR DBE PLAN UPDATE (FY2024-FY2026) Daniel Field is to be reimbursed 90% from the FAA for the FY2024-FY206 DBE Plan in the upcoming FY25 contract. Reimbursement: \$13,037</p> <p>ENVIRONMENTAL ASSESSMENT – OBSTRUCTION MITIGATION Airspace obstructions needing to be mitigated on the approach ends of RW 23 and RW29 have been identified. Environmental assessments of these areas are required prior to removing the obstructions.</p> <p>AIRPORT LAYOUT PLAN (ALP) UPDATE & ZONING ORDINANCE It has been over 14 years since the Daniel Field Airport Layout Plan was updated. This update is important to make sure future projects in the Capital Improvement Plan are eligible for federal and state funding. The ALP update allows for the airport zoning ordinance update to be federally funded. Daniel Field is in communication with Augusta Regional Airport to update the airport zoning ordinance for the airspace over both airports.</p>

DESIGN TAXIWAY D & TERMINAL APRON REHABILITATION

Taxiway D is the parallel taxiway to RW 5/23 (the primary runway). Rehabilitation of TW D was not included in the pavement rehab construction project for RW 5/23 in 2019 due to funding. Based on the 2018 GDOT asphalt assessment, this taxiway is rated at 65 and in need of rehabilitation. Likewise, the terminal apron asphalt is needing rehabilitation due to loose aggregate, causing potential damage to aircraft and aircraft engines.

REHABILITATE TAXIWAY A AND TOWER APRON

Taxiway A is the parallel taxiway to RW 11/29. Lack of local funding has prevented much-needed pavement improvements to this area. GDOT has agreed to fund a state grant for the construction of Taxiway A and the Tower Apron at the same time of the rehabilitation of RW 11/29. (The funding for Runway 11/29 is in the Amended FY24 TA). This is a State (GDOT) grant funded at 75%. The remaining 25% to be funded by TIA 2 awarded to Daniel Field Airfield Improvements. (Projected Schedule: Start December 2024)

Financial Impact: FAA and State (GDOT) grant funding: \$1,841,331. The remaining balance to be funded by TIA 2 awarded to Daniel Field Improvements: \$450,880.

Alternatives: Deny the recommendation of the Daniel Field General Aviation Commission (DNL GAC) to approve the tentative allocation and Mayor Johnson signing the acceptance letter.

Recommendation: The DNL GAC recommends approval of the tentative allocation and approval of Mayor Johnson signing the acceptance letter on behalf of Daniel Field Airport.

Funds are available in the following accounts: \$1,841,331: FAA and GDOT grants
\$ 450,880: TIA 2 contract with Daniel Field.

REVIEWED AND APPROVED BY: Becky Shealy – Airport Manager



Russell R. McMurry, P.E., Commissioner
 One Georgia Center
 600 West Peachtree NW
 Atlanta, GA 30308
 (404) 631-1990 Main Office

Via Email

August 13, 2024

The Honorable Garnett L. Johnson, Mayor
 Augusta-Richmond County
 535 Telfair St., Suite 200
 Augusta, GA 30901

Dear Mayor Johnson:

The Department is pleased to announce a tentative allocation of federal and state funding assistance for the following projects and amounts at Daniel Field.

Project Description	Est Total	Est Federal AIP	Est Federal BIL	Est State	Est Local
DBE Plan Update (FY 2024-2026)	\$14,486	\$0.00	\$13,037	\$0.00	\$1,449
Environmental Assessment - Obstruction Mitigation	\$220,000	\$0.00	\$198,000	\$11,000	\$11,000
Airport Layout Plan Update & Zoning Ordinance	\$200,000	\$0.00	\$180,000	\$10,000	\$10,000
Design Taxiway D and Terminal Apron Rehabilitation	\$180,000	\$0.00	\$162,000	\$9,000	\$9,000
Rehabilitate Taxiway and Apron	\$1,677,725	\$0.00	\$0.00	\$1,258,294	\$419,431
Project Totals	\$2,292,211	\$0.00	\$553,037	\$1,288,294	\$450,880

Please confirm, by letter, no later than **September 23, 2024**, your intent to proceed with and fund these projects in the state's Fiscal Year 2025, which ends June 30, 2025. State funding if unconfirmed by this date may be reassigned.

State funding assistance must be formally requested by letter to the Department's Commissioner. See attached sample letter. **These projects will require matching funds from Augusta-Richmond County estimated in the amount of \$450,880.** This is a tentative allocation of funds, the actual contract amount will be based on design, planning and engineering costs and/or competitive bids received to accomplish the project. Any work seeking reimbursement with federal funds must have been reviewed and approved by the Department prior to work commenting to be considered eligible.

As a reminder, projects containing professional services estimated to be over \$100,000 require an independent fee estimate (IFE) be conducted in accordance AC 150/5100-14E - Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. These services are eligible for reimbursement at 90%.

The Honorable Garnett L. Johnson, Mayor
DNL FY25 TA Letter
August 13, 2024
Page 2 of 2

Brian Walden has been assigned as your Project Manager to assist in this tentative allocation award, including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a confirmation letter. See attached example.

Please contact Brian Walden, Aviation Project Manager, at (706) 339-0921 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Leigh Ann Trainer

Digitally signed by Leigh Ann Trainer
DN: c=US, E=ltrainer@dot.ga.gov,
ou=DOT, ou=Division of Intermodal,
cn=Leigh Ann Trainer
Date: 2024.08.13 15:44:06-04'00'

Leigh Ann Trainer, Assistant Director
Division of Intermodal

cc: Greg Morris, State Transportation Board
Steve Gay, Airport Manager
Becky Shealy, VP Business Development

Attachment

AUGUSTA, GEORGIA New Grant Proposal/Application

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

Proposal Project No. Project Title

PR000528 DNL FIELD Daniel Field - EA, ALP, Pave Design, Const. Taxiway & Apron
Requesting FAA & State grant funds tentatively allocated to DNL for airport improvement projects. The FAA funds are for environmental assessment for obstruction mitigation, airport layout plan update & zoning ordinance updates, and design of taxiway D & terminal apron pavement rehab. The State funds are for state match on the Federal projects. \$1,288,294 of State funds are for the construction project to rehabilitate the pavement on the parallel taxiway of runway 11/29 and apron. This construction funding is state/local only, and will be combined with the amended tentative allocation for FY24 of \$2,750,000. The approval letter from TIA as the local match for this construction project is included in this grant application covering all of the local match less \$10,000. The local match balance for all of the projects for this TA is \$41,449

Airport management is working with TIA on using the TIA funds in Contact ID: IGTIA 2301552 / PID 0017623 to cover the local match of \$41,449. The current balance in this account for Daniel Field is \$2,090,386.

EEO Required: YES EEO Notified: NO

Start Date: 10/01/2024 **End Date:** 10/30/2025
Submit Date: 08/15/2024 **Department:** 082 Daniel Field **Cash Match?** Y
Total Budgeted Amount: 2,292,211.00 **Total Funding Agency:** 1,841,331.00 **Total Cash Match:** 450,880.00
Sponsor: GM0004 Fed Aviation Adm
Sponsor Type: F Federal
Purpose: 19 Airport improvement **Flow Thru ID:** GM0006 GDOT
Handwritten: 40,449
Handwritten: 419,431 TIA

Type	ID	Name	Contacts	Phone
I	GMI019	Shealy, Becky		(706)922-0408

Approvals
Type FA **By** B.SHEALY **Date** 08/15/2024
Dept. Signature: *Becky Shealy*
Grant Coordinator Signature: *[Signature]* 8/19/2024

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

Deny the request
Donna Williams 8-19-2024
Finance Director Date

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

Deny the request
[Signature] 8/27/24
Administrator Date



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

April 29, 2024

TIA NTP-4

Dr. Hameed Malik, P.E.
Director of Engineering
City of Augusta
452 Walker St, Suite 110
Augusta, Georgia 30901

Amended FY24-TA	\$ 910,607
<u>FY25-TA</u>	<u>\$ 419,431</u>
	\$ 1,336,098

SUBJECT: PI 0017623, Richmond County
Daniel Field Airport – Airfield Improvements
Conditional Notice to Proceed

Dr. Malik:

This is a Conditional Notice to Proceed (NTP) to perform construction activities on the subject project per the TIA Agreement. This conditional NTP is a revision to the original Construction NTP sent on July 13th, 2023 and only covers the cost of the runway pavement rehab construction included in the project. The total amount of TIA funding that will be applied toward the runway pavement rehab construction phase of the project is not to exceed \$1,336,098.00.

Should you have any questions, or need additional information, please contact Jeramy Durrence at 404-694-6545 or by email at jdurrence@dot.ga.gov.

Sincerely,

Jeramy Durrence for

Kenneth Franks,
State TIA Administrator

KKF:JPD

Cc: General Files
Priti Patel, Office of Financial Management
TIA Contracts

AUGUSTA, GEORGIA New Grant Proposal/Application

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

Proposal Project No. Project Title

PR000528 DNL FIELD Daniel Field - EA, ALP, Pave Design, Const. Taxiway & Apron

Requesting FAA & State grant funds tentatively allocated to DNL for airport improvement projects. The FAA funds are for environmental assessment for obstruction mitigation, airport layout plan update & zoning ordinance updates, and design of taxiway D & terminal apron pavement rehab. The State funds are for state match on the Federal projects. \$1,288,294 of State funds are for the construction project to rehabilitate the pavement on the parallel taxiway of runway 11/29 and apron. This construction funding is state/local only, and will be combined with the amended tentative allocation for FY24 of \$2,750,000. The approval letter from TIA as the local match for this construction project is included in this grant application covering all of the local match less \$10,000. The local match balance for all of the projects for this TA is \$41,449

Airport management is working with TIA on using the TIA funds in Contact ID: IGTIA 2301552 / PID 0017623 to cover the local match of \$41,449. The current balance in this account for Daniel Field is \$2,090,386.

EEO Required: YES EEO Notified: NO

Start Date: 10/01/2024

End Date: 10/30/2025

Submit Date: 08/15/2024

Department: 082

Daniel Field

Cash Match?

Y

Total Budgeted Amount: 2,292,211.00

Total Funding Agency:

1,841,331.00

Total Cash Match: 450,880.00

Sponsor: GM0004

Fed Aviation Adm

Sponsor Type: F

Federal

Purpose: 19

Airport improvement

Flow Thru ID: GM0006 GDOT

40,449
419,431 TIA

Contacts

Type	ID	Name	Phone
I	GMI019	Shealy, Becky	(706)922-0408

Approvals

Type	By	Date
FA	B.SHEALY	08/15/2024

Dept. Signature: Becky Shealy

Grant Coordinator Signature: [Signature]

1.) I have reviewed the Grant application and enclosed materials and:

Find the grant/award to be feasible to the needs of Augusta Richmond County

Deny the request

Donna Williams 8-19-2024
Finance Director Date

2.) I have reviewed the Grant application and enclosed materials and:

Approve the Department Agency to move forward with the application

Deny the request

[Signature] 8/27/24
Administrator Date

User: RS11464 - Rebecca Shealy

Page

Current Date: 08/19/2024

Report: GM1000_PROPOSAL - GM1000: Grants Management: 1

Current Time: 12:02:50



Commission Meeting

September 17, 2024

Historic Preservation Ordinance, Bylaws and Guidelines

Department: N/A

Presenter: N/A

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

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Lena Bonner

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

Ms. Bonner,

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

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

Thank you,
Sean

Get Outlook for iOS

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AED:104.1



Administrative Services Committee

Meeting Date: Tuesday, September 10, 2024

Emergency – Richmond County Sheriff’s Office Air Handler Units Repairs

- Department:** Central Services Department
- Presenter:** Ron Lampkin
- Caption:** Receive as information the emergency request for the repairs of the two air handler units located at the Richmond County Sheriff’s Office in the amount of \$35,428.00 by Augusta Chiller Service.
- Background:** The air handler units that service the Richmond County Sheriff’s Office were found to be experiencing deficiencies. An inspection revealed that replacement of the ERV energy wheels and belts would be required. The deficiencies of these units prevent temperatures to be successfully regulated within the building and is currently causing excessive condensation. It is of utmost importance that the repairs of the air handler units take place in order to properly regulate the HVAC system throughout the facility.
- Analysis:** Augusta Chiller Service will perform the repairs to the two air handler units.
- Financial Impact:** \$35,428.00; SPLOST VIII
GL: 330-05-1120/53.19130
JL: 224-05-6120/53.19130
- Alternatives:** A – Receive as information
B – Do not receive as information
- Recommendation:** Receive as information the emergency request for the repairs of the two air handler units located at the Richmond County Sheriff’s Office in the amount of \$35,428.00 by Augusta Chiller Service.
- Funds are available in the following accounts:** \$35,428.00; SPLOST VIII
GL: 330-05-1120/53.19130
JL: 224-05-6120/53.19130



Central Services Department

Ron Lampkin, Interim Director 2760 Peach Orchard Road, Augusta, GA 30906
Maria Rivera-Rivera, Deputy Director (706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

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

DATE: August 21, 2024

SUBJECT: Emergency Memo – Richmond County Sheriff’s Office AHU

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Richmond County Sheriff’s Office regarding the failure of the air handler units.

The air handler units that service the Richmond County Sheriff’s Office were found to be experiencing deficiencies. An inspection revealed that replacement of the ERV energy wheels and belts would be required to address the deficiencies. The failure of the air handler units, coupled with the current outside temperature, is causing room temperatures to increase and excessive condensation within the facility. It is imperative that the replacement of the ERV energy wheels and belts take place to ensure proper air circulation throughout the facility. Augusta Chiller Service has been deemed qualified to make the necessary installations.

Please process a purchase order for Augusta Chiller Service, in the amount of \$35,428.00 for the repairs to the air handler units.

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

RL/mcrr

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


REQUISITION:

REQUISITION DATE: 8/21/2024

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

Item 26.

DEPARTMENT NAME: Central Services Department
 ITEM NUMBER: SPL0ST VIII, see below
 DEPARTMENT HEAD: 

VENDOR	NAME OF BIDDER	NAME OF BIDDER	NAME OF BIDDER
PHONE NUMBER	Augusta Chiller Service		
QUOTED BY	(706) 364-4314		
	E. Russell Scott		

ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	LABOR AND MATERIALS TO REPLACE BELT AND ENERGY WHEELS IN THE 2 ERVS ON 1ST FLOOR AIR HANDLER AND 2ND FLOOR AIR HANDLER	1	\$35,428.00	\$35,428.00				
2								
3								
4	*Emergency							
5	Richmond County Sheriff's Office HVAC - Air Handlers							
6	Proposal: 8/15/24							
7								
8	Funding is available in the following SPL0ST VIII account:							
9	GL: 330-05-1120/53.19130							
10	JL: 224-05-6120/53.19130							
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
TOTAL BID				\$35,428.00				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								



Augusta Chiller Service, Inc.

Post Office Box 1331
Clearwater, SC 29822
(706)364-4314 FAX (706-364-4317)
Augusta_CHILLER@yahoo.com

Augusta Richmond County Government
Central Service Department-Facilities
538 Telfair St.
Augusta, GA 30906

August 15, 2024

Subject: Richmond County Sherrif's Office
2 ERV energy wheel replacements for 1st & 2nd floor Air Handlers

Dear Mr. Howard,

Per your request we are providing you with a quote to provide the man power and materials to replace the belt and the energy wheels in the 2 ERVs on the 1st floor air handler and 2nd floor air handler. When determining the scope and price of this project we tried to minimize any disruption to the occupants work flow and the operation of the facility. Our price is based on standard work hours with flexibility to shut the air handler down.

Customer Investment: **\$35,428.00**

Note:
As stated during our survey, the wheels look to be approximately 70%-80% loaded (used up).

Customer authorization to proceed: Augusta Chiller Service, Inc.

Name: _____

Name: _____

Date: _____

Date: _____

Purchase order: _____

Proposal # 23748-ERS-001

SPECIAL NOTES:

- ◆ Above price is firm and valid for 30 days, project will be re-quoted at the time of release if the beyond these dates.
- ◆ All order's subject to credit acceptance.
- ◆ Unless expressly stated all work is to be done during normal working hours (7:30am – 4:30pm)
- ◆ Unless expressly stated permits and fees are not included.
- ◆ Once materials and or equipment is delivered to job-site, it is considered the owners property.



Augusta **Chiller** Service, Inc.

Post Office Box 1331
Clearwater, SC 29822
(706)364-4314 FAX (706-364-4317)
Augusta_CHILLER@yahoo.com

- ◆ Customer agrees not to copy or disclose Company's proprietary information to others and agrees to provide free access to work site as described in the scope of work.
- ◆ **Electrical is included in this price.**
- ◆ Company shall not be liable for personal injuries or property damage arising from causes beyond its reasonable control or without its fault or negligence. Company does not insure against equipment failure under this scope of work. In no event shall Company liability for direct or compensatory damages exceed the payments received by Company from Customer under this contract.

Augusta Chiller Service appreciates the opportunity to serve you. Please feel free to call if you should have any questions.

Sincerely

E. Russell Scott

E. Russell Scott
Augusta Chiller Service

CC: James Overton
Tracy Brown


Katie Cornelius

From: Timothy Schroer
Sent: Wednesday, August 21, 2024 11:43 AM
To: Scarlet Green
Cc: Arlene New; Katie Cornelius; Ron Lampkin; Maria Rivera-Rivera
Subject: RE: Emergency Request - Sheriff's Office HVAC

RSCO – Air Handlers

GL 330-05-1120 / 5319130
 JL 224056120 / 5319130

Ledger: JL		<u>JL Budgets and Actuals with Encumbrances</u>			Fiscal Year:
Report Date: 08/21/2024					Fiscal Period:
					Budget Version:
<u>Object</u>	<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Encumbrance</u>	<u>Balance</u>
224056120	RCSO - Air Handlers				
5319130	R & M-Equipment	35,430.00	0.00	0.00	35,430.00
	Revenue & Transfers In:	0.00	0.00	0.00	
	Expenditure and Transfers Out:	35,430.00	0.00	0.00	35,430.00
	Net:	-35,430.00	0.00	0.00	-35,430.00
Grand Total (RV & TI):		0.00	0.00	0.00	
Grand Total (XP & TO):		<u>35,430.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35,430.00</u>
	Net:	-35,430.00	0.00	0.00	-35,430.00

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

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

From: Scarlet Green <SGreen@augustaga.gov>
Sent: Tuesday, August 20, 2024 11:26 AM
To: Timothy Schroer <tschroer@augustaga.gov>
Cc: Arlene New <anew@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>

Subject: FW: Emergency Request - Sheriff's Office HVAC
Importance: High

Good morning Tim,

Could you please provide us with a SPLOST 8 Facilities Maintenance account number for the attached quote? It is for 2 ERV energy wheel replacements. Procurement approval is below.

Thanks,
Scarlet

Scarlet Green | Business Analyst
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5254 | (c) 762-333-4654
sgreen@augustaga.gov | www.augustaga.gov



From: Katie Cornelius <KCornelius@augustaga.gov>
Sent: Tuesday, August 20, 2024 10:21 AM
To: Ron Lampkin <RLampkin@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>
Cc: Arlene New <anew@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: FW: Emergency Request - Sheriff's Office HVAC
Importance: High

Good morning,

Please see the attached quote and approval for the emergency at RCSO relating to the HVAC units.

Please let me know what the funding source may be for this emergency, and I will proceed with preparing the necessary documents. This will require an agenda item as it is over \$25,000.00.

Thanks,
Katie

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

Katie Cornelius

From: Darrell White
Sent: Thursday, August 15, 2024 3:33 PM
To: Katie Cornelius
Cc: Ron Lampkin; Maria Rivera-Rivera; Timothy Howard; Scarlet Green; Arlene New; Geri Sams; Audrey Sutton; Nancy M. Williams
Subject: RE: Emergency Request - Sheriff's Office HVAC

Yes proceed.

From: Katie Cornelius <KCornelius@augustaga.gov>
Sent: Thursday, August 15, 2024 3:28 PM
To: Darrell White <DWhite2@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Arlene New <anew@augustaga.gov>; Geri Sams <gsams@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>
Subject: RE: Emergency Request - Sheriff's Office HVAC
Importance: High

Good afternoon,

As a correction to this emergency, we are requesting for Augusta Chiller Service to perform the needed repairs to the issues found with the units (please see attached quote).

We are also requesting approval to proceed with contacting PuroClean to provide MRI remediation services as the excessive condensation has caused moisture related issues and poses a health and safety risk.

Thank you,
 Katie

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



From: Darrell White <DWhite2@augustaga.gov>
Sent: Thursday, August 8, 2024 2:32 PM
To: Katie Cornelius <KCornelius@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Arlene New <anew@augustaga.gov>; Geri Sams

<gsams@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>

Subject: RE: Emergency Request - Sheriff's Office HVAC

Approved. Please proceed with this emergency project.

From: Katie Cornelius <KCornelius@augustaga.gov>

Sent: Thursday, August 8, 2024 2:20 PM

To: Darrell White <DWhite2@augustaga.gov>

Cc: Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Arlene New <anew@augustaga.gov>; Geri Sams <gsams@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>

Subject: Emergency Request - Sheriff's Office HVAC

Importance: High

Good afternoon,

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

- Richmond County Sheriff's Office
 - The HVAC system at this location is currently experiencing deficiencies that is causing excessive condensation in the facility. This poses as a safety risk (fall) and health risk (moisture related issues). It is of utmost importance that these issues are resolved to prevent a health & safety risk to citizens and staff that utilize this facility.

We are requesting approval to proceed with Trane Service on an emergency service call to assess the situation and make the needed corrections.

Thank you,
Katie

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



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AED:104.1



Administrative Services Committee

Meeting Date: 9/10/2024

Sole Source – E911 Power Generator Batteries

Department: Central Services Department

Presenter: Ron Lampkin

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

Background: The replacement and installation of modular batteries are a necessity as the batteries allow for a system backup of 14kW during the disconnect period of the current Automatic Transfer Switch (ATS) and the connection period of the new Automatic Transfer Switch (ATS). In addition, the E911 facility is required to comply with National Electrical Code NFPA 70-2020:

- a) **708.2 Definitions:** Designated Critical Operations Area (DCOA) – Areas within a facility or site designated as requiring critical operations power. (The 911 Building falls within this area.)
- b) **708.20 Sources of Power:** Current supply shall be such that, in the event of failure of the normal supply to the DCOA, critical operations power shall be available within the time requires for the application. The supply system of critical operations power, in addition to the normal services to the building and meeting the general requirements of this section, shall be one or more of the types of systems described in 708.10(E) through (H).
 - i) **708.20 E – Storage Battery:** An automatic battery charging means shall be provided.
 - ii) **708.20 F – Generator Set**
 - (1) **708.20 F 5 – Outdoor Generator Sets**
 - (2) **708.20 F 6 – Means for Connecting Portable or Vehicle-Mounted Generator.** Where the COPS is supplied by a single generator, a means to connect to a portable or vehicle-mounted generator shall be provided.
 - iii) **708.20 G – Uninterruptible Power Supplies.** Uninterruptible power supplies used as the sole source of power for COPS shall comply with 708.20 (E) and (F).

In the event of the combined failure of the normal supply and the outdoor generator set, the batteries would supply power to the building until the portable or vehicle mounted generator is provided.

- Analysis:** Critical Components Services in c/o with Schneider Electric will perform the corresponding battery installations, replacement work and system configuration of the unit.
- Financial Impact:** \$42,174.00
216-03-7110/52.23110
- Alternatives:** A – Approve
B – Do not Approve
- Recommendation:** Request to approve the sole source procurement from Critical Components Services in c/o with Schneider Electric for the installation of 32 new batteries and the replacement of 16 existing power batteries at E911 Emergency Services Department in the amount of \$42,174.00.
- Funds are available in the following accounts:** \$42,174.00
216-03-7110/52.23110



Print Form

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

Vendor: Critical Components, Inc. E-Verify Number: 563821

Commodity: Install/Replace Generator Batteries

Estimated annual expenditure for the above commodity or service: \$ 42,174.00

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

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

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

Name: Scarlet Green Department: Central Services Date: 8/26/2024

Department Head Signature: [Signature] Date: 8/27/24

Approval Authority: [Signature] Date: 8/30/24

Administrator Approval: (required — not required) Date:

COMMENTS:



Central Services Department

Ron Lampkin, Interim Director
Scarlet Green, Business Analyst

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: Ron Lampkin, Interim Director, Central Services Department

DATE: August 26, 2024

RE: Sole Source Memo – E911 Generator New Batteries Installation and Existing Batteries Replacement

In accordance with the Procurement Policies and Procedures Manual, §1-10-56 we are seeking approval to proceed with a sole source procurement to install 32 new batteries and replace 16 existing batteries for the emergency generator for the 911 Emergency Center.

The replacement and installation of modular batteries are a necessity as the batteries allow for a system backup of 14kW during the disconnect period of the current Automatic Transfer Switch (ATS) and the connection period of the new Automatic Transfer Switch (ATS). In addition, the E911 facility is required to comply with National Electrical Code NFPA 70-2020:

- a) **708.2 Definitions:** Designated Critical Operations Area (DCOA) – Areas within a facility or site designated as requiring critical operations power. (The 911 Building falls within this area.)
- b) **708.20 Sources of Power:** Current supply shall be such that, in the event of failure of the normal supply to the DCOA, critical operations power shall be available within the time requires for the application. The supply system of critical operations power, in addition to the normal services to the building and meeting the general requirements of this section, shall be one or more of the types of systems described in 708.10(E) through (H).
 - i) **708.20 E – Storage Battery:** An automatic battery charging means shall be provided.
 - ii) **708.20 F – Generator Set**
 - (1) **708.20 F 5 – Outdoor Generator Sets**
 - (2) **708.20 F 6 – Means for Connecting Portable or Vehicle-Mounted Generator.** Where the COPS is supplied by a single generator, a means to connect to a portable or vehicle-mounted generator shall be provided.
 - iii) **708.20 G – Uninterruptible Power Supplies.** Uninterruptible power supplies used as the sole source of power for COPS shall comply with 708.20 (E) and (F).



Central Services Department

Ron Lampkin, Interim Director
Scarlet Green, Business Analyst

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

In the event of the combined failure of the normal supply and the outdoor generator set, the batteries would supply power to the building until the portable or vehicle mounted generator is provided. The Central Services Department will utilize Critical Components, Inc. in c/o with Schneider Electric for the installation of the new generator batteries and replacement of existing generator batteries as the batteries are required from this source to permit standardization.

Please process a purchase order to Critical Components, Inc. in the amount of \$42,174.00 for the emergency generator batteries. Your assistance with this procurement is appreciated.

Feel free to reach out to me with any further questions or concerns.

RL/mcrr

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT**

REQUISITION

REQUISITION:

REQUISITION DATE: 8/27/2024

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

DEPARTMENT NAME: Central Services Department

DEPARTMENT NUMBER: 216-03-7110/52.23110

DEPARTMENT HEAD: 

ITEM NO	DESCRIPTION	Quantity	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	SYMMETRA PX40KW EXTENDED RUN SOLUTION (INCLUDES MATERIALS AND SERVICES), SYMMETRA PX 40KW EXTENDED RUN BATTERY FRAME W/ 8 BATTERY MODULES, MODULAR BATTERY REPLACEMENT OF (16) BATTERY UNITS, 5X8 STARTUP AND ASSEMBLY	1	\$ 42,174.00	\$ 42,174.00				
2								
3								
4								
5								
6	*Sole Source							
7	Proposal CCL082124							
8	E911 Generator New Batteries Installation & Existing Batteries Replacement							
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
TOTAL BID			\$	42,174.00				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

<<CCI>>
Critical Components, Inc.
www.criticalcomponents.net
 120 Interstate North Parkway, Suite 305, Atlanta, Georgia 30339
 Office: 770-933-5511 Fax: 678-868-2211

Quote

Customer

Name:
Attention: Timothy Howard
Address:
Phone:
Email: THoward@augustaga.gov
Project: Richmond 911 Extended Run Battery RFQ

Date: August 21, 2024
Quote #: CCI.082124
Rep: BTA / DW
FOB: Destination
Terms: NET30

Qty	Description	TOTAL
1	Symmetra PX40kW Extended Run Solution <i>Includes materials and services as listed below:</i>	\$42,174.00
1	Symmetra PX 40KW Extended Run Battery Frame with 8 Battery Modules System Runtime: ~ 95 Minutes at current 14kW load	
1	Modular Battery Replacement of (16) battery units <i>Refer to Proposal ID: 454401216GE revE</i>	
1	5x8 Startup and Assembly	

*** Pricing does not include any equipment, spare parts, special factory testing, field testing, rigging, electrical contracting, installation or other services other than those specifically mentioned above.

Please Note: Items not specifically noted on this quotation may or may not be available. Please consult with CCI for clarification, questions and/or additional items.

Provided will be manufacturer's standard product unless noted otherwise. CCI is not responsible for items not specifically noted on this quotation.

Standard One (1) Year Warranty unless otherwise noted above.

Current Lead Time to Ship A.R.O. : ~ 11-13 weeks (subject to change)

Please provide two (2) weeks notice for product services (including start-up if applicable).

*** (FOB Destination; Best Way; White Glove Delivery) ***

SubTotal	\$42,174.00
Shipping	*** Included
Tax Rate(s)	NOT INCLUDED
TOTAL	\$42,174.00

Make Purchase Order out to: Critical Components, Inc.; Please email POs to Orders@CCI.tech or fax to 678-868-2211

Credit Application and Terms & Conditions will be required with purchase order; please note on PO: Net 30 Days unless specific progress payment terms are noted otherwise in the quotation/proposal; Freight is FOB Destination

Please Note: Quote is valid for thirty (30) days. Please check pricing after 30 days.

IMPORTANT NOTE: Shipping/Handling/Freight and Sales Tax are NOT Included in the Total Price and will be included on final invoicing unless otherwise specified

TERMS and CONDITIONS OF SALE: Critical Components, Inc. Terms and Conditions of Sale shall apply to all sales made by Critical Components, Inc. stemming from this quotation. Any additional or different terms contained in Buyer's purchase orders, invoices, confirmations or other documents generated by the Buyer are hereby specifically and unequivocally rejected and shall not be binding on Critical Components, Inc. unless Critical Components, Inc. specifically agrees in writing to accept such additional or different terms. CCI reserves the right to request progress payment terms based upon the monetary value of the order and/or for credit reasons. Terms are subject to credit approval. It is agreed that all invoices will be paid within thirty (30) days unless otherwise agreed to in writing. Any invoice not paid within thirty (30) days shall be considered past due and be subject to a finance charge of 1.5% per month (18% per annum), or the maximum rate permitted by applicable state law, whichever is lesser. If any legal action is instituted to collect past due amounts, CCI shall be entitled to recover, in addition to all said past due amounts, any damages, legal interest, collection costs and a reasonable attorney's fee.

Returns are subject to the manufacturer's specific product return policies and procedures (RMAs/CMAs). All products returned are subject to a minimum 33% restocking fee by Critical Components, Inc. (restocking fees are subject to change at any time in CCI's sole discretion). If these terms are accepted, it is agreed that the individual / Company will provide Critical Components, Inc. with any additional documents needed to perfect a security interest in all goods, inventory, and/or equipment purchased from Critical Components, Inc. (eg. Signed Credit Application and signed Purchase Order). Freight (if included) is to job site, (no lift-gate truck). Off-loading, rigging and installation of equipment is by others (unless noted otherwise on quotation). Please provide two (2) weeks notice for product startup (if applicable).

Katie Cornelius

From: Daniel Dunlap
Sent: Tuesday, August 27, 2024 12:32 PM
To: Katie Cornelius
Cc: Ron Lampkin; Maria Rivera-Rivera
Subject: RE: 911 Center - Modular Battery Replacement Service Quotes

Hi Katie –

Please use 216037110-5223110 (Repairs and maintenance) for the battery installation and replacement.

Thanks,

Daniel R. Dunlap, CPE, ENP
911 Director
Augusta 911 Center
911 4th Street
Augusta, GA 30901
(706) 821-1209 (office)
(706) 829-7560 (cell)

From: Katie Cornelius <KCornelius@augustaga.gov>
Sent: Tuesday, August 27, 2024 9:20 AM
To: Daniel Dunlap <DDunlap@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: RE: 911 Center - Modular Battery Replacement Service Quotes

Good morning,

Hope everything is well. I have attached an updated quote provided by the vendor for the battery installation and replacement.

What would be the funding source for the procurement of the batteries?

Thank you,
Katie

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



5/30/2023

RE: Schneider Electric Authorized Service Provider Statement

Schneider Electric (specifically, Schneider Electric IT Corporation) is the manufacturer of APC/MGE power equipment. Schneider Electric and its Authorized Service Providers (ASPs) offer expertise, service, and support for building, industry, power, and data center infrastructure, including but not limited to, uninterruptible power supply (UPS) and cooling products, power distribution units (PDUs), batteries, and Square D switchgear.

Our field service representatives (FSRs) and ASPs are provided with continual training in preventative and remedial maintenance of our products. Regular field advisories as well as updated firmware and software enable the FSRs and ASPs to implement the latest engineering changes and upgrades to APC/MGE brand equipment. Other non-authorized service providers cannot offer the benefits of Schneider Electric factory-trained technicians or the proprietary documentation and materials integral to providing our superior level of service.


Schneider Electric certifies only select ASPs to service APC/MGE equipment. External personnel may not be adequately trained or otherwise familiar with our equipment, which could result in risk of equipment damage or failure, as well as other loss or injury. Schneider Electric is also unable to ensure the reliability of competitor parts and materials provided or installed on our equipment. Warranty and contracted customers who elect competitor parts and service risk voiding their coverage plans and may incur additional charges as a result of unauthorized modifications to equipment.

What sets Schneider Electric apart from the competition and makes us exceptional?

- **Reputation** – Our highly trained teams – technical support, project managers, FSRs – and our strong commitment to quality service have earned us a reputation as a trusted advisor in industries we serve.
- **Availability** – Our extensive worldwide authorized service network is one of the largest in the world. This enables us to deliver service where and when you need it.
- **Expertise** – Our highly skilled, certified FSRs are trained directly by the product developers themselves. This provides them with the highest level of system knowledge, resulting in accurate, quick diagnosis and repair.
- **Speed** – If equipment issues should arise, our technical team is only a phone call away. They are ready to help you quickly diagnose the problem. When on-site help is required, our service plans dispatch a FSR rapidly, ensuring your system is up and running as fast as possible.
- **Experience** – Our proud 170-year history has led us to worldwide recognition as the thought leader in energy management, power and cooling infrastructure, and energy efficiency.
- **Commitment to Safety** – All of our employees and contractors benefit from the highest possible standards of health and safety in our work activities. This includes adherence to standards set in OSHA, IEEE and NFPA related to proper work procedures, protective clothing, etc...
- **Worldwide Brand Recognition** - Schneider Electric is a service provider for Schneider Electric brands and products respected around the world: APC by Schneider Electric, Square D by Schneider Electric, Pelco by Schneider Electric, Merlin Gerin, MGE, NetBotz, StruxureWare, T.A.C.

Thank you for your support of Schneider Electric products and services.

Sincerely,


Jerome Soltani
SVP, US Services



Schneider Electric
132 Fairgrounds Road
West Kingston, RI 02892

Critical Components, Inc.

August 12, 2024

To Whom It May Concern:

Schneider Electric confirms that Critical Components, Inc. is a member of the Certified Service Sales Program and is authorized as a reseller of APC and Schneider Electric Services, as governed by their Certified Service Sales Program guide. Schneider Electric may change the terms of the Certified Service Sales Program Guide at any time by providing notice of change, and reserves the right to remove Critical Components, Inc. from the Certified Service Sales Partner Program should they fail to operate within the Certified Service Sales Program guidelines.

This authorization demonstrates Critical Components, Inc.'s knowledge of Schneider Electric services, as well as their commitment and dedication to Schneider Electric.

Please contact Amy Pavell with any questions regarding this authorization.

Regards,

Amy Pavell
National CSSP Manager
Amy.Pavell@se.com

Life Is On



5/30/2023

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Thank you for your support of Schneider Electric products and services.

Sincerely,



Jerome Soltani
SVP, US Services



Schneider Electric
132 Fairgrounds Road
West Kingston, RI 02892

Critical Components, Inc.

August 12, 2024

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Please contact Amy Pavell with any questions regarding this authorization.

Regards,

Amy Pavell
National CSSP Manager
Amy.Pavell@se.com

Life Is On





Administrative Services Committee

Meeting Date: 09/10/2024

Emergency – Augusta River Walk Electrical Assessment

- Department:** Central Services Department
- Presenter:** Ron Lampkin
- Caption:** Receive as information the emergency request for the assessment and corresponding drawings for the Augusta Riverwalk electrical distribution and lighting systems in the amount of \$84,500.00 by Johnson Laschober & Associates, P.C.
- Background:** During recent work at the Augusta Riverwalk location, deficiencies related to circuits and underground wiring were detected. These findings present an imminent safety risk, thus constituting an emergency. Johnson Laschober & Associates is working to comply with electrical and safety regulations through an evaluation of the current condition of the electrical distribution system. The Bid phase was included to have oversight of the construction by JLA. This is to ensure design and electrical codes requirements are met by the awarded contractor.
- Analysis:** Johnson Laschober & Associates, P.C. is performing the corresponding work.
- Financial Impact:** \$84,500.00
GL: 230-06-1495/54.12110
JL: ARP015/54.12110
- Alternatives:** A – Receive as information
B – Do not receive as information
- Recommendation:** Receive as information the emergency request for the assessment and corresponding drawings for the Augusta Riverwalk electrical distribution and lighting systems in the amount of \$84,500.00 by Johnson Laschober & Associates, P.C.
- Funds are available in the following accounts:** \$84,500.00
GL: 230-06-1495/54.12110
JL: ARP015/54.12110

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT**

119968

REQUISITION

REQUISITION
REQUISITION DATE 8-16-2024 12:48:19 1:35 PM
PURCHASE ORDER NUMBER
PURCHASE ORDER DATE

DEPARTMENT NAME Recreation & Parks
DEPARTMENT NUMBER 030-09-1495-5410110
Cryl - 8/24/24
DEPARTMENT HEAD

ITEM NO	DESCRIPTION	QUANTITY	NAME OF BIDDER		NAME OF BIDDER		TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
			VENDOR PHONE NUMBER QUOTED BY	NAME OF BIDDER	NAME OF BIDDER						
1	Augusta River Walk Electrical			Hubb							
2	Improvements										
3											
4	Assessment & Report										
5	Design										
6	Bid Phase Services										
7	Construction Phase Services										
8	Reimbursable Allowance										
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
										21,300.00	\$

R 394573
8/22/24

Item 28.

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Administrator's Office

Takiyah A. Douse
Interim Administrator

June 30, 2022

MEMO TO FILE

At the regular meeting held Thursday, June 30, 2022 the Augusta, Georgia Commission took action on the following items:

- 14. Approved a request for allocation of funds of \$300,000, from the ARPA, to the Augusta Boxing Club.
- 17. Approved the Quick Strike Pilot Program by allocating \$100,000,000 for Right of Way; \$500,000 to ACE for an additional two years; \$500,000 for Riverwalk and \$500,000 for illegal dumping initiative.
- 18. Deleted - Discuss/approve the readjustment of priority of SPLOST VIII Downtown Camera Project. (Requested by Richmond County Sheriff's Office)

In Service,

Takiyah A. Douse
Interim Administrator

GL 230-06-1495-5412110 Site Improvement
JL ARPO15-5412110



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

SCOPE OF WORK AND FEE AGREEMENT**PROPOSAL #:** 167**DATE:** 6/17/24**To:** Maria Rivera-Rivera
Augusta-Richmond County**SENT BY:** PHONE
 FAX
 EMAIL MRivera-Rivera@augustaga.gov**RE:** Augusta River Walk Electrical Improvements**BY:** Howard Wayt, P.E.
Rett Harbeson, PLA**FEE ARRANGEMENT:** Assessment & Report - \$17,500
Design - \$45,000
Bid Phase Services - \$7,000
Construction Phase Services - \$10,000
Reimbursable Allowance - \$5,000
TOTAL: \$84,500**LOCATION:** Augusta, GA**SCOPE OF SERVICES:**

Johnson, Laschober & Associates (JLA) appreciates the opportunity to provide a fee proposal for electrical engineering services to Augusta-Richmond County for an evaluation and redesign of the electrical distribution systems for the Augusta River Walk in Augusta, GA.

Scope of Services shall include the following under this contract:

- Evaluation of the existing function and condition of the electrical distribution and lighting systems for the River Walk, to include:
 - The walk at the top of the levee
 - The walking paths and patios/seating areas below the levee along the Savannah River
 - The Jessye Norman Amphitheatre
 - Oglethorpe Park
 - Heroes Overlook
 - Japanese Pocket Garden
 - Riverwalk Connectors including 10th Street, 9th Street, 8th Street, 6th Street and the Marina connector.
- Catalog the general condition of the electrical systems observed via digital photography
- Determination of desired function for the electrical distribution and lighting systems.
- Design modifications and/or upgrades to the electrical distribution systems.

Deliverables shall include the following under this contract:

- A memo reporting the results of the evaluation and recommendations for design.
- Design drawings.

JLA proposes to perform the following bid related services:

- Provide appropriate bid documents to Augusta Richmond County Procurement.
- Attend a pre-bid meeting if required.
- Answer questions to assist the owner in issuing addenda, as necessary.

JLA proposes to perform the following limited construction related services:

- Answer Contractor questions and Requests for Information (RFI's.)
- Perform up to three (3) site visits during construction to observe compliance with the design intent.
- Provide clarifying sketches, if required for the contractor.
- Review submittals
- Review contractor pay applications

SPECIAL CONDITIONS:

Assessment is based on visual inspection only. No structural testing, material sampling or destructive testing will be performed. It is assumed that the client will provide all available record information including drawings, as-builts, material submittals, etc..

As-builts are not included in fee

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

Rett Harbeson, PLA

Terms and Conditions

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site -- Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee --The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications -- The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

Hidden Conditions -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation -- In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety -- Neither the professional activities of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents -- All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

Applicable Law -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by **Augusta-Richmond County**:

(signature)

(signature)

(printed name/title)

(printed name/title)

Billing Address: _____

(executed agreement date)

Marilyn Newton

From: Darrell White
Sent: Tuesday, July 16, 2024 3:06 PM
To: Maria Rivera-Rivera
Subject: RE: Augusta River Walk - Electrical Improvements Request

Follow Up Flag: Follow up
Flag Status: Flagged

Approved, thank you! Please proceed with PO for JLA Ms. Sams approved the request.

From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Sent: Tuesday, July 16, 2024 2:42 PM
To: Darrell White <DWhite2@augustaga.gov>
Subject: FW: Augusta River Walk - Electrical Improvements Request
Importance: High

Good afternoon,

I did not receive your approval for this request. Could you send it again?

Thanks,
 Maria Rivera-Rivera

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



From: Maria Rivera-Rivera
Sent: Friday, July 12, 2024 12:37 PM
To: Geri Sams <gsams@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>
Cc: Darrell White <DWhite2@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Arlene Nev <anew@augustaga.gov>
Subject: Augusta River Walk - Electrical Improvements Request
Importance: High



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Good afternoon,

Per our discussion on May 30th, 2024, attached you will find the proposal for the Augusta River Walk Electrical Improvement. It was agreed that due to the nature of the present hazard, this request would be received as an emergency.

Funding will be allocated through the SPLOST VIII account.

Please advise on how we may move forward.

Regards,
Maria Rivera-Rivera

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



From: Rett Harbeson <rharbeson@thejlagroup.com>
Sent: Thursday, July 11, 2024 11:29 AM
To: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>
Subject: RE: [EXTERNAL] RE: Augusta River Walk - Electrical

Maria,

Sorry for the delay in getting this to you. I was hopeful I would be able to put my hands on the design drawings to get our fee down a little.

Let me know if you have any questions or comments.

Thanks, Rett

Everett D. Harbeson III, PLA
CLARB Certified Landscape Architect
Johnson, Laschober & Associates, P.C.
1296 Broad Street
Augusta, Georgia 30901
Tel. 706.724.5756
Cell 706.394.2052
Fax 706.724.3955

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

AED:104.1

PURCHASE ORDER

AUGUSTA, GEORGIA

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

Item 28.

PURCHASE ORDER NO.
 P474110
 REQUISITION/QUOTE NO.
 R394573

DATE 08/27/24	DEPARTMENT 061495	VENDOR PHONE #
VENDOR # 8657	E-VERIFY # 226309	EMAIL

**PURCHASE ORDER NUMBER ABOVE
 MUST APPEAR ON ALL INVOICES,
 SHIPPING PAPERS, AND PACKAGES.**

VENDOR JOHNSON LASCHOBER AND ASSOC P O BOX 2103 AUGUSTA, GA 30903	ATTN: EMERGENCY BID NUMBER: CONTRACT #: BUYER: DOREEN
--	--

SHIP TO: RECREATION DEPARTMENT ADMIN. 2027 LUMPKIN ROAD AUGUSTA, GA 30906	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
--	---

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1			AUGUSTA RIVER WALK ELECTRICAL IMPROVE, EMTS; ASSESSMENT & REPORT 230-06-1495/54-12110	17,500.00	17,500.00
0002	1			DESIGN 230-06-1495/54-12110	45,000.00	45,000.00
0003	1			BID PHASE SERVICES 230-06-1495/54-12110	7,000.00	7,000.00
0004	1			CONSTRUCTION PHASE SERVICES 230-06-1495/54-12110	10,000.00	10,000.00
0005	1			REIMBURSABLE ALLOWANCE 230-06-1495/54-12110	5,000.00	5,000.00

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.**
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL.....	84,500.00
APPROVED FOR ISSUE	<i>G.A. Sims</i>
	PROCUREMENT DIRECTOR



Meeting Name

Meeting Date: September 10, 2024

Bid Item #24-214; Animal Control Center – Floor Replacement

- Department:** Central Services Department
- Presenter:** Ron Lampkin
- Caption:** Motion to approve the award of bid #24-214, Animal Control Center – Floor Replacement in the amount of \$87,000.00 to be performed by Riley Contracting, Inc.
- Background:** The project relates to a floor replacement for the Animal Control Center, located at 4164 Mack Lane in Augusta, GA. Work will be performed in accordance to plans and specification provided by Riley Contracting, Inc.
- Analysis:** Central Services recommends award to Riley Contracting, Inc. as the company submitted a compliant bid.
- Financial Impact:** \$87,000.00, Capital
272-03-9110/54.13120
- Alternatives:** A -Award bid
B -Do not award bid
- Recommendation:** Motion to approve the award of bid #24-214, Animal Control Center – Floor Replacement in the amount of \$87,000.00 to be performed by Riley Contracting, Inc.
- Funds are available in the following accounts:** \$87,000.00, Capital
272-03-9110/54.13120

REVIEWED AND APPROVED BY:

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, July 10, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **821 7438 4196**; Passcode: **24214** for furnishing:

**Bid Item #24-214 Animal Control Center – Floor Replacement for Augusta, GA – Central Service Department
Facilities Maintenance Division**

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

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

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

A Pre-Bid Conference will be held on Monday, June 24, 2024 @ 11:00 a.m. via Zoom Meeting ID: 891 7124 1315; Passcode: 981303. Optional Site-Visit will be held on Tuesday, June 25, 2024, @ 9:30 a.m., at the site location. Please contact James Hill at (706) 564-7829 for additional information.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, June 26, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder. **A 100% performance bond and a 100% payment bond will be required for award.**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

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

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

**Augusta Procurement Department
Attn: Gerri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle May 30, 2024 and June 6, 13, 20, 2024
Metro Courier May 30, 2024



**Bid Opening Bid Item #24-214
Animal Control Center-Floor Replacement
for Augusta, GA-Central Services Department-Facilities
Maintenance Division
Bid Date: Wednesday, July 10, 2024 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 16
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 121
Georgia Procurement Registry: 552
Total Packages Submitted: 3
Total Noncompliant: 0**

VENDORS	Attachment "B"	E-Verify Number	SAVE Form	Base Bid
Concrete Constructors, Inc. 1090 Sugar Hill Drive Buckhead, GA 30625	Yes	328207	Yes	\$179,000.00
Quintech Solutions, Inc. 2550 Lithonia West Drive Lithonia, GA 30058	Yes	590711	Yes	\$93,785.00
Riley Contracting, Inc. 205 Marcie Court Senoia, GA 30276	Yes	1467399	Yes	\$87,000.00



Central Services Department

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

MEMORANDUM

TO: Ms. Geri Sams, Director, Procurement Department
FROM: Mr. Ron Lampkin, Interim Director, Central Services Department
DATE: August 13, 2024
SUBJECT: Bid Item #24-214; Animal Control Center – Floor Replacement

On July 10, 2024, the Central Services Department – Facilities Maintenance Division received three (3) compliant proposals for bid #24-214; Animal Control Center – Floor Replacement.

Proposals received:

- Concrete Constructors, Inc. in the amount of \$179,000.00 which was over the estimated budget.
- Quintech Solutions, Inc. in the amount of \$93,785.00 within the estimated budget.
- Riley Contracting, Inc. in the amount of \$87,000.00 within the estimated budget.

The Central Services Department and Animal Control Services recommend the award of a contract to Riley Contracting, Inc. This company will perform the required work utilizing the specification provided in the bid scope.

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

cc: Ron Lampkin
Maria Rivera-Rivera

**MASTER CRAFT FLOORING
4189 CROSSTOWNE CT
EVANS, GA 30809**

**SOUTHERN FLOORING
6820 AUGUSTA ROAD
GREENVILLE, SC 29605**

**CONTRACT MANAGEMENT, INC.
1829 KILLINGSWORTH RD.
AUGUSTA, GA 30904**

**AMERICAN CARPET ONE FLOOR
& HOME
1920 NORTH LEG RD
AUGUSTA, GA 30909**

**MASTER CITY FLOORING
3034 MILLEDGEVILLE ROAD
AUGUSTA, GA 30904**

**QUINTECH SOLUTIONS, INC
2550 LITHONIA WEST DRIVE
LITHONIA, GA 30058**

**AUGUSTA FLOORING AND CARPET
202 BOBBY JONES EXPY
MARTINEZ, GA 30907**

**CCS FLOORING TECH, LLC.
232 SANDBAR FERRY RD., SUITE A
AUGUSTA, GA. 30901**

**WEST FLOORING SERVICE, INC
440 BRANDYWINE DRIVE
EVANS, GA 30809**

**BONITZ FLOORING
3719 BENCHMAK DR
AUGUSTA, GA 30909**

**MERIT COMMERCIAL FLOORING
3114 WRIGHTSBORO RD.
AUGUSTA, GA 30909**

**H&H CONCRETE FINISHING
ATTN: HERMAN HAZEL
1820 FAIRVIEW AVE.
AUGUSTA, GA 30904**

**DANIELLE SMITH
QUINTECH SOLUTIONS, INC.
102 SANGAREE PARK COURT, SUITE 4
SUMMERSVILLE, SC 29486**

**UGMS GENERAL
31 JAY BOY LANE
GLENNVILLE, GA 30427**

**WBM CONSTRUCTION
P.O. BOX 966
METTER, GA 30439**

**JAMES HILL
ANIMAL SERVICES**

**MARIA RIVERIA-RIVERIA
CENTRAL SERVICES**

**RON LAMKIN
CENTRAL SERVICES**

**PHYLLIS JOHNSON
COMPLIANCE OFFICE**

**BID ITEM #24-214
ANIMAL CONTROL CENTER-FLOOR
REPLACEMENT FOR AUGUSTA-
CENTRAL SERVICES DEPARTMENT
BID DUE: WED 07/10/24 @ 11:00 A.M.**

**BID ITEM #24-214
ANIMAL CONTROL CENTER-FLOOR
REPLACEMENT FOR AUGUSTA-
CENTRAL SERVICES DEPARTMENT
BID MAILED 06/03/24**

BIDDERS LIST

Item 29.

BID RFP () RFQ () ITEM #

24.214

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
7/3/24	Jeremy Edwards	6186 Old Pollard Jay, FL 32565	24.214	[Signature]

Nancy M. Williams

From: bidnotice.donotreply@doas.ga.gov
Sent: Wednesday, June 5, 2024 11:32 AM
To: Nancy M. Williams
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000060

Dear Nancy Williams,
nwilliams@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000060
Event Title: 24-214 Animal Control Center - Floor Replacement
Event Type: Non-State Agency

Process Log
2024/06/05 11:28:11 : Log starts for - 13777450 - EVENT_RELEASE_TO_SUPL
2024/06/05 11:28:13 : Email Process Log for the Event#: PE-72155-NONST-2024-000000060
2024/06/05 11:28:13 : Email Batch# 2406050237
2024/06/05 11:28:13 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/06/05 11:28:38 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2024/06/05 11:28:38 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2024/06/05 11:29:23 : Bad Email not sent to lynda3456bellsouth.net of SOUTHERN FLOORING INC
2024/06/05 11:31:51 : Total No of Contacts found for sending Email: 555
2024/06/05 11:31:51 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000060&sourceSystemType=gpr20>

06/05/2024 11:31:51 AM

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

Planholders

Add Supplier

Export To Excel

Supplier (7)

Supplier

Download Date

ConstructConnect

06/06/2024

Dodge Data

06/05/2024

KDS EXPRESS LLC

06/24/2024

On My Way Commercial Cleaning Services LLC

06/05/2024

Onvia, Inc. - Content Department

06/05/2024

Riley Contracting Inc

06/05/2024

The Concrete Masters

06/05/2024

Add Supplier

Supplier Details

Supplier Name	ConstructConnect
Contact Name	ConstructConnect Bid Opportunities
Address	3825 Edwards Rd Suite 800, Cincinnati, OH 45209
Email	content@constructconnect.com
Phone Number	877-227-1680

Documents

Filename	Type	Action
24-214_ITB	Bid Document / Specifications	View History



Administrative Services Committee Meeting

Meeting Date:

2024 – SWC Ford F350

- Department:** Central Services – Fleet Management
- Presenter:** Ron Lampkin; Interim Central Services Director
- Caption:** Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of a 2025 Ford F350, at a total cost of \$77,680.50 from Allan Vigil Ford for the Recreation Department.
- Background:** Recreation will be replacing asset #206170, a 2006 Chevrolet 1500 with 144,470 miles. Currently, Recreation and Parks utilizes an Isuzu truck with a towing weight capacity of 12,000lbs-18,000lbs to transport the mobile stage for events hosted at Augusta Common. Due to the trailer weighing 18,000lbs, the Isuzu truck is not properly suitable to transport the mobile stage trailer. The Ford F350 has a towing weight capacity of 21,000lbs and would be more suitable to transport the trailer.

The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2025 Ford F350s is currently open and to place orders as soon as possible to ensure we meet the state pricing deadline. The vendor requested a LOI to potentially hold our order until the Augusta Commission has approved the purchases. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.
- Analysis:** The Procurement Department approved the request to utilize Georgia State Contract (#SWC 99999-SPD-ES40199373-002) awarded to Allan Vigil Ford via letter of intent to purchase the one 2025 Ford F350 at a total cost of \$77,680.50.
- Financial Impact:** Fleet Capital – (272-01-6440/54-22210) - \$77,680.50
- Alternatives** (1) Approve (2) Do not approve
- Recommendation:** Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of a 2025 Ford F350, at a total cost of \$77,680.50 from Allan Vigil Ford for the Recreation Department.

REVIEWED N/A
AND
APPROVED BY:



Procurement Department

Mrs. Geri Sams, Director

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

This letter of intent dated, August 14, 2024, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: one (1) 2024 Ford F350 for the below listed Departments, utilizing:

Statewide Contract Number: 99999-SPD-ES40199373-002
Vehicles: 2024 Ford F350
Contract: Effective Date: November 15, 2013 – Expiration Date: November 30, 2024

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

- 1. Buyer: Augusta, Georgia – Central Services Department: Fleet Management Division
2. Seller: Allan Vigil Ford: Fleet & Government Sales (Attn: Mike Brown) 6790 Mt. Zion Boulevard, Morrow, GA 30260
3. Vehicle Total Purchase Price: \$77,680.50
4. Source: Georgia Statewide Contract Number: 99999-SPD-ES40199373-002

Vehicles to be purchased and Departments to receive vehicles:

Table with 4 columns: # of Vehicles, Department, Division, Price. Row 1: One (1), Parks and Recreation Department, Operations, \$77,680.50

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

Respectfully submitted, [Signature]

Geri A. Sams
Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes





Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: Geri Sams, Director, Procurement Director

FROM: Ron Lampkin, Interim Director, Central Services Director

DATE: August 8, 2024

SUBJECT: Request to Utilize State Contract #SWC 99999-SPD-ES40199373-002
– 2024 Ford F350

'24AUG 13 3:40PM

Central Services-Fleet Management request to utilize state contract #SWC 99999-SPD-ES4019373-002, 2025 Ford F350, and a "Letter of Intent" (LOI) to purchase on Ford F350 for the Recreation and Parks Department.

Currently, Recreation and Parks uses an Isuzu truck with a weight capacity of 12,000 lbs. - 18,000 lbs to transport the mobile stage for the events hosted at Augusta Commons. Due to the trailer weighing 18,000 lbs., tthe Isuzu truck is not properly suitable for this operation. The Ford F350 will be more suitable for towing the mobile stage because it has a 21,000 lbs. towing capacity.

The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford F350 is currently open and to place orders as soon as possible to ensure we meet the state pricing deadline. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchases.

Please approve the use of the state contract and LOI in total amount of \$77,680.50 to Allan Vigil Ford for one 2024 Ford F350.

Funding is available in the Fleet Capital account: 272016440/54.22110.

Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

QUOTE

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
8/8/2024	8037

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

Qty	Item	Description	Rate	Total
		2024 FORD F350		
1	WAY-44250	COUNTY PKG WITH TOOLBOX	8.50	8.50
1	SOU-EPL71PDAC	WAYTEC 44250 TOGGLE SWITCH	335.00	335.00
		SOUND OFF EPL7PDAC 7000 SERIES MINI BAR- CLEAR DOME, AMBER LEDS		
1	BYR-8895551	BUYER 8895551 15+ F-150, 17+ F250-550 FLEET SERIES DRILL FREE MINI BAR MOUNT	225.00	225.00
1	BYR-BA0972	BUYERS BA0972 97 DECIBEL SELF GROUNDING BACK UP ALARM	39.00	39.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	TINT-LABOR	WINDOW TINT 35% TWO FRONT ROLLDOWNS & STRIP	195.00	195.00
1	MYRS-UWS-TOOLB...	MEYER UWS-TOOL BOX	550.00	550.00
1	Misc	SHOP SUPPLY (WIRE, LOOM,FUSE,ETC)	35.00	35.00
1	LABOR	LABOR TO INSTALL ABOVE	675.00	675.00

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

Sales Tax (8.0%) \$0.00

Total \$2,127.50

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford 350 Regular Cab **Base Price** \$ 45,375.00
V8 Long Bed 4X2 (1 ton)

	Options	Price	
SWC #99999-SPD-ES40199373-002	6.7L V8 Diesel Engine	10,225.00	
	6.7L V8 Diesel Eng. Hi output	12,500.00	\$ 12,500.00
Equipment included in	4X4 Option	5,225.00	\$ 5,225.00
Base price	LT245 All-terrain tires	160.00	\$ 160.00
	Super Cab Long Bed	5,975.00	
	Super Cab Short Bed	5,475.00	
6.8L V8 Gasoline/E85 Engine	Crew Cab Long Bed	6,725.00	\$ 6,725.00
10 Speed Automatic Transmission	Crew Cab Short Bed	6,225.00	
Factory Installed A/C	Dual Rear Wheels(Long bed)	2,745.00	\$ 2,745.00
1,000# GVWR	Locking rear axle	595.00	\$ 595.00
Single rear wheels	Roof Clearance Lights	125.00	\$ 125.00
AM-FM RadioMP3	Brake light mounted Strob	750.00	
8" screen, bluetooth	Cab Steps (running boards)	425.00	\$ 425.00
Power windows, locks, mirrors	Retractable Bed Side-Step	315.00	
Remote keyless entry	Engine block heater	95.00	\$ 95.00
40/20/40 Vinyl Bench Seat	PTO Transmission-diesel only	270.00	\$ 270.00
Rubber Floor Covering	Interior work surface	225.00	
Full Size Spare Tire	110 AC outlet	275.00	
Rear Step Bumper	XL Off-road package-4X4 only	940.00	
Solar Tinted Glass	includes skid plates		
Trailer brake controller	R.window defrost-privacy glass	468.00	
2.5" Receiver Hitch (12.5k)	Cloth 40/20/40 Bench Seat	595.00	
Tilt Steering Wheel	HD Alternator	125.00	\$ 125.00
Rear View Camera	Upfitter Switches	175.00	
Electric Shift (4X4 only)	Spray-in Bedliner	499.00	\$ 499.00
Cruise control	XLT Pkg Upgrade	6,411.00	

Colors Available

	Exterior	Interior
M7 Carbonized Gray		Gray
PQ Race Red		Gray
JS Iconic Silver		Gray
D1 Stone Gray		Gray
UM Agate Black		Gray
Z1 Oxford White		Gray

The XLTs are 4X4, 2 wheel drive is not available

Tailgate Step	599.00	
Snow plow prep(4X4 only)	335.00	
Gooseneck hitch(long bed & 4X4 only)	995.00	
Dual battery(gas engines)	325.00	
2KW Pro Power Onboard- Requires Dual Battery	945.00	
Wheel well liners (front)	170.00	
Exterior Backup Alarm	140.00	\$ 140.00
Additional key	399.00	\$ 399.00
cng/propane prep pkg	\$350.00	
Option total		\$ 30,028.00
Other vendor added equipment		\$ 2,127.50
Delivery		\$ 150.00
Total		\$ 77,680.50

FOB Allan Vigil Ford
 Delivery \$1.50 per mile, \$75 minimum

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

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

Department _____

Phone Number _____

Fax number _____

Code

99T
99M
F3B
TBM
X30I
X30s
W30I
W30s
C&D
X4L
592
91S
18B
87S
41H
62R
52S
43C
17X

435/924
1S
67D
66S
ATK
XLT

85G
473
53W/15J

86M
43K

61L
76C

98F

06/13/23

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

Asset Information		
Department Name:	Recreation	Date: 20-Aug-24
Org Key:	101-06-1110	
Vehicle Description:	06 Chevrolet 1500	Asset Number: 206170

Assigned Use: The vehicle was assigned to Recreation and Parks for daily nutrition services to eligible participants for all seniors countywide.

Signature of Director/Elected Official: *Charles Jackson*
 Name of Director/Elected Official: Charles Jackson - Interim Recreation & Parks Director

Purchase Date: 11/14/2006
 Purchase Price: \$39,673.00
 Current Mileage: 144,470 N/A
 Current Hours: _____

Replacement Criteria Scoring		
	Score	Details
Miles/Hours	14	144,470 miles
Type of Service	3	Public Service for Senior Citizens
M&R Cost	3	73% OR \$28,820.87
Reliability	1	Once a quarter
Condition	3	
Total Score	24	

Fleet Manager Recommendation:
 This 2006 Chevrolet 1500 has been used to deliver approximately 5,200 meals on a monthly basis to senior citizens in Richmond County. The current FMV is \$6,725.00, accident history repair total is \$2,200 and the total maintenance and repair cost is \$28,820.87. Fleet Management recommends replacement of this vehicle as it is no longer economically feasible to continue repairing a deteriorating asset. The Department has deemed that this vehicle is in need of replacement to ensure the safety of the city employees providing the quality services.

Planned Replacement Year: 2024
 Funding Source: Fleet Capital

Fleet Manager Approval: *Laquona C. Sanderson*
 Name of Fleet Manager: Laquona C. Sanderson, Fleet Manager
 Central Services Director Approval: *[Signature]*



Commission Meeting

Meeting Date: September 17, 2024

EDS Lease Amendment 2

Department:	Administrator’s Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve the Second Amendment to the Agreement, dated January 28, 1985, between the Church of the Good Shepherd of Augusta, and Augusta, Georgia, the Augusta, Richmond County Public Library and the Scott B. and Annie P. Appleby Trust.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to approve the Second Amendment to the Agreement, dated January 28, 1985, between the Church of the Good Shepherd of Augusta, and Augusta, Georgia, the Augusta, Richmond County Public Library and the Scott B. and Annie P. Appleby Trust.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

STATE OF GEORGIA)
COUNTY OF RICHMOND)

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is made and entered into this ____ day of _____, 2024, by and between The Church of the Good Shepherd of Augusta (“Lessee”), and Augusta, Georgia, a political subdivision of the State of Georgia, the Augusta, Richmond County Public Library, an unincorporated association, and the Scott B. and Annie P Appleby Trust (collectively “Lessors”).

WITNESSETH

WHEREAS, the parties hereto, or their predecessors in interest, entered into that certain Agreement, dated January 28, 1985 (the “Agreement”), as amended by the First Amendment to Agreement, dated October 19,1999, a copy of which is attached hereto as Exhibit A, whereby the City Council of Augusta and the Richmond County Board of Commissioners, predecessors to Augusta, Georgia leased to The Church of The Good Shepherd of Augusta that certain property identified therein; and

WHEREAS, The Parties now desire to renew and extend the Agreement for the mutual benefit of The Church of the Good Shepherd and Augusta, Georgia; and

WHEREAS, the Appleby Library conducts various activities for the benefit of the Augusta Community, including cultural events that draw participants in quantities greater than the Appleby Library parking can accommodate; and

WHEREAS, The Church of The Good Shepherd has more than adequate parking available at the times when parking is at peak demand for Appleby events, but needs additional parking at other times when Appleby Library itself has excess parking; and

WHEREAS, the current Agreement expires December 31, 2024 and the Parties hereto desire to renew and extend the Agreement for the mutual benefit of The Church of the Good Shepherd and Augusta, Georgia to facilitate additional improvements by Lessee; and

NOW, THEREFORE, in consideration of these presents, mutual benefits and other good and valuable consideration to be derived herefrom, the parties hereto agree as follows:

1. The term of the Agreement shall be automatically extended annually until December 31, 2049.
2. The terms of this Agreement can be terminated by either party at any time with 30 days prior written notice to the other party. If terminated using this term, Lessee has 30 days from date of notice to remove any upgrades or improvements made to the associated property. Any improvements remaining on the property after 30 days may be removed by Augusta, Georgia and the cost associated with the removal billed to Lessee. Any deviation from this term must be in writing and signed by both parties.

- 3. In order to enhance security for its students, Lessee may construct and install a masonry wall along the line of the Lease Area where it adjoins the property used by the Appleby Library, which wall shall be consistent with the aesthetics of the masonry walls existing on Lessee's property and constructed at the sole expense of the Lessee. Such wall shall be removed at the Lessee's expense upon the expiration of this Agreement at the option of the Lessor.
- 4. The Licenses for reciprocal parking and pedestrian access contained in the First Amendment to Agreement are hereby continued by both Parties for the mutual benefit of each.
- 5. The rent of One Dollar (\$1) per annum specified in the Agreement shall continue for the term of this amendment and is payable in advance.
- 6. The Trustees of the Scott B. and Annie P. Appleby Trust have joined in this instrument showing their consent to this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed by their duly authorized officers.

Signed, sealed and delivered in the presence of:

THE CHURCH OF THE GOOD SHEPHERD OF AUGUSTA

Unofficial Witness

By: _____
As its: _____

Notary Public

My commission expires:

[SEAL]

Signed, sealed and delivered in the presence of:

AUGUSTA, GEORGIA

By: _____

Unofficial Witness

As its: _____

Notary Public

My commission expires:

[SEAL]

Signed, sealed and delivered in the presence of:

AUGUSTA-RICHMOND COUNTY PUBLIC LIBRARY, an unincorporated association

By: _____

Unofficial Witness

As its: _____

Notary Public

My commission expires:

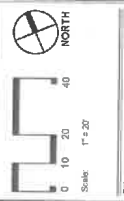
EXHIBIT A



MAIN CAMPUS IMPROVMENTS
AUGUSTA PLANNING PROJECT NUMBER: 2014-099

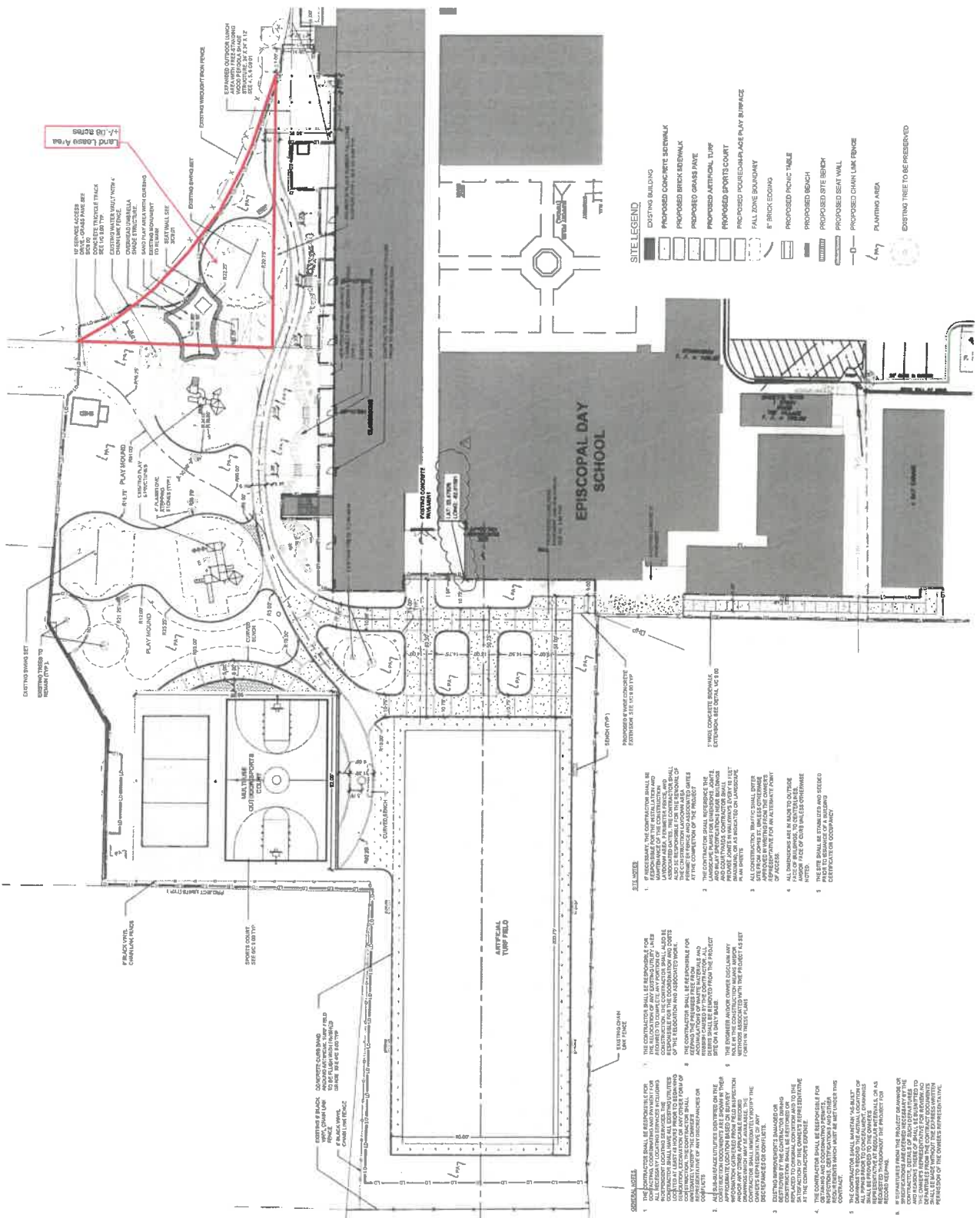


CONSTRUCTION DOCUMENTS
No. Date Description
1 10/21/14 PRELIMINARY CONSTRUCTION DOCUMENTS
2 03/11/15 FINAL CONSTRUCTION DOCUMENTS
3 02/24/15 CITY OF AUGUSTA RE-SUBMITTAL



SITE PLAN

Project Number: C-14022 Sheet:
Date: 02/23/2015 RASE
Approved by: JFJ C3.00



- SITE LEGEND**
- EXISTING BUILDING
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED BRICK SIDEWALK
 - PROPOSED GRASS PAVE
 - PROPOSED ARTIFICIAL TURF
 - PROPOSED SPORTS COURT
 - PROPOSED PAVED/PAVEMENT PLAY SURFACE
 - FALL ZONE BOUNDARY
 - 8" BRICK EDGING
 - PROPOSED PAVING TABLE
 - PROPOSED SITE BENCH
 - PROPOSED SEAT WALL
 - PROPOSED CHAIN LINK FENCE
 - PLAYING AREA
 - EXISTING TREE TO BE PRESERVED

- NOTES**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SERVICES LOCATED WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SERVICES LOCATED WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SERVICES LOCATED WITHIN THE PROJECT AREA.
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 3. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SERVICES LOCATED WITHIN THE PROJECT AREA.
 4. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 5. PRIOR TO BEGAINING OF A RECORDING PERMIT, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF AUGUSTA.

- GENERAL NOTES**
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 5. PRIOR TO BEGAINING OF A RECORDING PERMIT, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF AUGUSTA.

STATE OF GEORGIA)
) FIRST AMENDMENT TO AGREEMENT
COUNTY OF RICHMOND)

This First Amendment to Agreement is made and entered into this 19 day of NOVEMBER, 1999, by and between The Church of The Good Shepherd of Augusta (“Lessee”), and Augusta, Georgia, a political subdivision of the State of Georgia, the Augusta-Richmond County Public Library, an unincorporated association, and the Scott B. and Annie P. Appleby Trust (collectively “Lessors”).

WITNESSETH

WHEREAS, the parties hereto, or their predecessors in interest, entered into that certain Agreement, dated January 28, 1985 (the “Agreement”), a copy of which is attached hereto as Exhibit A, whereby the City Council of Augusta and the Richmond County Board of Commissioners, predecessors to Augusta, Georgia leased to The Church of The Good Shepherd of Augusta that certain property identified therein; and

WHEREAS, The Church of The Good Shepherd of Augusta contemplates expanding and remodeling a portion of its property known as the Comey Wing (as shown on a plat of July 24, 1996, prepared by Southern Partners, Inc. and attached hereto as Exhibit B) and the parties hereto desire the same to be developed in an aesthetically pleasing manner compatible with the adjacent Appleby Library property; and

WHEREAS, the Appleby Library conducts various activities for the benefit of the Augusta Community, including cultural events that draw participants in quantities greater than the Appleby Library parking can accommodate; and

WHEREAS, The Church of The Good Shepherd has more than adequate parking available at the times when parking is at peak demand for Appleby events, but needs additional parking at other times when Appleby Library itself has excess parking; and

WHEREAS, the parties hereto desire to amend and modify this Agreement.

NOW, THEREFORE, in consideration of these presents, mutual benefits and other good and valuable consideration to be derived herefrom, the parties hereto agree as follows:

1. The term of the Agreement shall be extended until December 31, 2024.
2. Lessors agree to increase the land leased pursuant to this Agreement to include the land identified as additional leased area on Exhibit B. The Church of The Good Shepherd of Augusta shall be allowed to develop improvements on this property. Upon the termination of the Lease and at the option of Lessors, all improvements on the leased property

shall be removed by The Church of The Good Shepherd of Augusta, and the leased property shall be returned to the Lessors.

3. The Church of The Good Shepherd of Augusta shall construct and install a wrought iron fence in the location designated on Exhibit B, which fence shall be consistent with the aesthetics of the fence which currently exists on part of the boundaries of the Appleby Library property. The Church of the Good Shepherd shall also provide a gate in the fence and provide such paving as is necessary so that the parking lots of the church and the library shall be accessible and shared as more fully described in paragraphs 4 and 5 below.

4. The Church of The Good Shepherd shall grant to the Augusta-Richmond County Public Library, as operator of the Appleby Library, a license to use the parking facilities of the Church of The Good Shepherd (including the Episcopal Day School) with the exception that the license shall not extend during the hours of 8:00 a.m. to 1:00 p.m. on Sundays and during the hours of 8:00 a.m. to 5:00 p.m. on days when the Episcopal Day School is in session.

5. Lessors shall grant a license to the Church of The Good Shepherd to utilize the parking at the Appleby Library when the Library is not in use.

6. The rent of One Dollar (\$1) per annum specified in the Agreement shall continue for the term of this amendment and is payable in advance.

7. The Trustees of the Scott B. and Annie P. Appleby Trust have joined in this instrument showing their consent to this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed by their duly authorized officers.

Signed, sealed and delivered in the presence of:

THE CHURCH OF THE GOOD SHEPHERD OF AUGUSTA

Robert D. Jant

Unofficial Witness

BY: *David L. Burton*
As its: *Senior Warden*

Susan C. Story
Notary Public

My commission expires:

My Commission Expires July 8, 2006



Signed, sealed and delivered in the presence of:

AUGUSTA, GEORGIA

Betty W Murysky
Unofficial Witness

BY: [Signature]
As its: Mayor

Berinda J Brown
Notary Public

Attest: [Signature]
As its: _____

My commission expires: Notary Public, Richmond County, Georgia
My Commission Expires Dec. 5, 2001

[SEAL]

Signed, sealed and delivered in the presence of:

AUGUSTA-RICHMOND COUNTY PUBLIC LIBRARY, an unincorporated association

[Signature]
Unofficial Witness

BY: [Signature]
As its: BOARD PRESIDENT

Martha H. Odom
Notary Public

My commission expires: 6/16/02

[SEAL]

Signed, sealed and delivered in the presence of:

SCOTT B. AND ANNIE P. APPLEBY TRUST

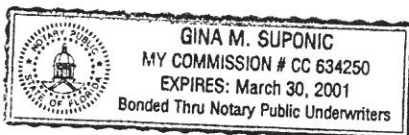
[Signature]
Unofficial Witness

BY: [Signature]
As its: _____

[Signature]
Notary Public

My commission expires: 3/30/01

[SEAL]



STATE OF GEORGIA)
)
COUNTY OF RICHMOND) AGREEMENT

This agreement made and entered into this 28th
day of January, ¹⁹⁸⁵~~1984~~, by and between the
Church of The Good Shepherd of Augusta; the City Council of Augusta;
Richmond County, Georgia, acting by and through its Board of Com-
missioners; the Augusta-Richmond County Public Library, an unin-
corporated association; and the Trustees of the Scott B. and Annie
P. Appleby Trust;

W I T N E S S E T H:

WHEREAS, the Church of The Good Shepherd of Augusta owns
and operates the Episcopal Day School located at 2230 Walton Way,
Augusta, Georgia, as a parochial elementary school; and

WHEREAS, the City of Augusta and Richmond County, Georgia
jointly own a certain tract of land located at the intersection
of Walton Way and Johns Road in the City of Augusta, County of
Richmond, State of Georgia, and on said property the Appleby
Branch of the Augusta-Richmond County Library is operated; and

WHEREAS, this property on which the library is located
was conveyed to the City Council of Augusta and Richmond County,
Georgia pursuant to a deed from James Scott Appleby with said
property being conveyed for the specific purpose of the operation
of a public library facility on this property; and

WHEREAS, this property is bounded on the East by the
property of the Church of The Good Shepherd of Augusta and a cer-
tain portion of this property adjacent to the property owned by
the Church of The Good Shepherd of Augusta is of little or no
present use in the operation of said library and can be used by
the Church of The Good Shepherd of Augusta in the operation of
the Episcopal Day School; and

WHEREAS, the parties desire to enter into a lease of a portion of this property to the Church of The Good Shepherd of Augusta for use in the operation of the Episcopal Day School and other uses consistent with this instrument.

THEREFORE, it is hereby agreed as follows:

1. That the property outlined in red on the attached drawing shall be leased by the City of Augusta and Richmond County, Georgia to the Church of The Good Shepherd of Augusta for a term of fifteen (15) years commencing January 1, 1985.

2. That the Church of The Good Shepherd of Augusta shall pay to the Augusta-Richmond County Public Library as annual rent the sum of One and NO/100 (\$1.00) Dollar per year payable in advance.

3. The Church of The Good Shepherd of Augusta shall be permitted to move the present fence along the existing boundary between the property of the City of Augusta and County of Richmond and the property of the Church of The Good Shepherd of Augusta so that the leased property is inside the boundary of the Church of The Good Shepherd of Augusta, provided, however, that the costs of moving the fence and any other expenses associated with improving or modifying the leased property shall be borne exclusively by the Church of The Good Shepherd of Augusta.

4. During the terms of this lease, the Church of The Good Shepherd of Augusta shall construct no permanent structures on the leased area, and, upon the termination of the lease, any and all temporary improvements constructed or added to the leased property shall be removed with the leased property being returned to the City of Augusta and County of Richmond.

5. The Trustees of the Scott B. and Annie P. Appleby Trust have joined in this instrument showing their consent to this lease.

THE CHURCH OF THE GOOD SHEPHERD
OF AUGUSTA

BY: [Signature]

AS ITS: [Signature]

CITY COUNCIL OF AUGUSTA

BY: Charles A. Denton

AS ITS: Mayor

ATTEST: Charles O. Fickel

AS ITS: Clerk of Council

COUNTY OF RICHMOND, GEORGIA ACTING
BY AND THROUGH ITS BOARD OF COMMISSIONERS

BY: R. Jack Miles

AS ITS: County Commission Chairman

ATTEST: John W. Beazley

AS ITS: County Administrator

AUGUSTA-RICHMOND COUNTY PUBLIC LIBRARY,
AN UNINCORPORATED ASSOCIATION

BY: A. Ray Leonard

AS ITS: Vice President

THE SCOTT B. AND ANNIE P. APPLEBY TRUST

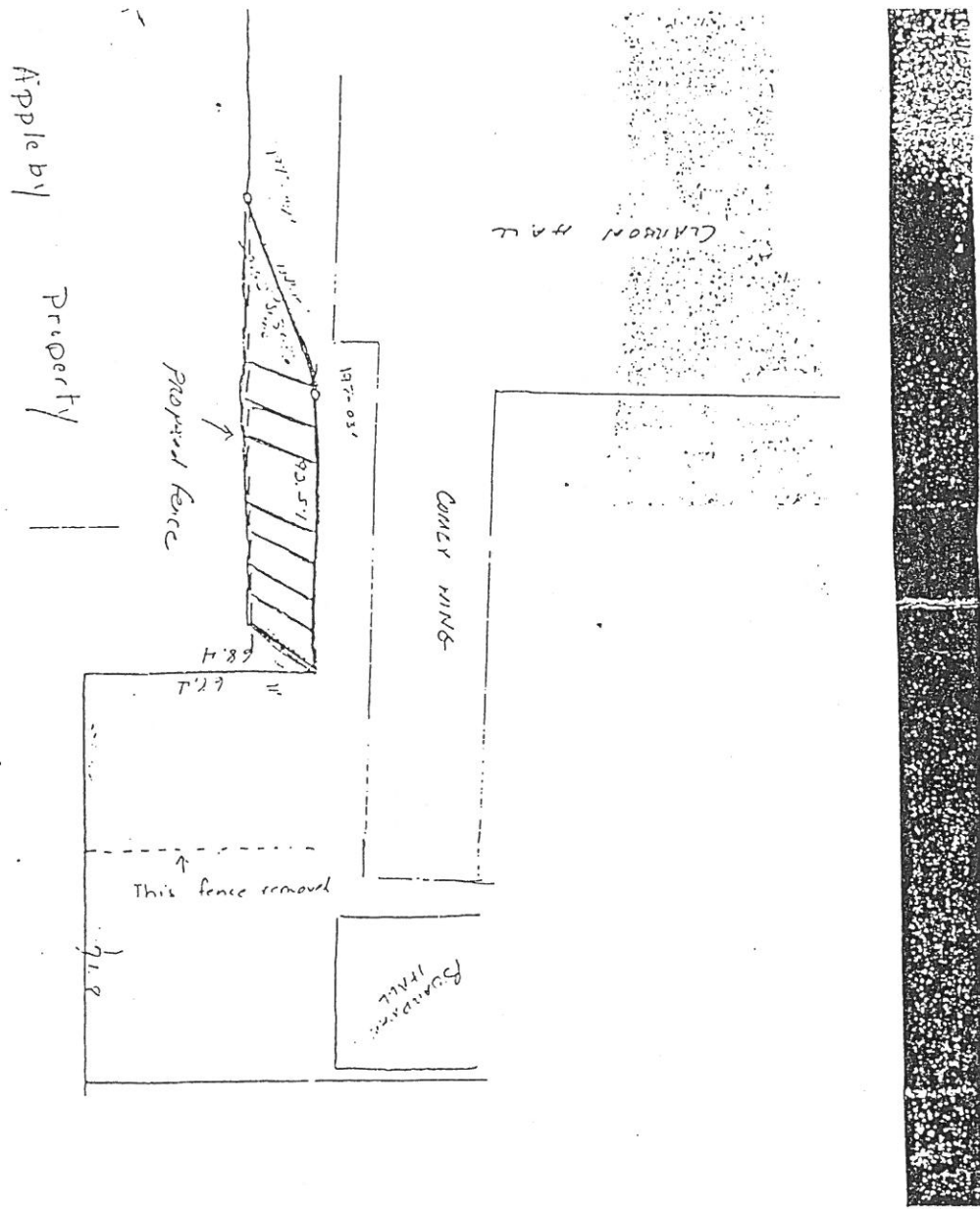
BY: Sarah P. Appleby Williams
Mrs. Sarah P. Appleby Williams
As Trustee

BY: F. Colby
Mr. F. Jordan Colby
As Trustee

NATIONAL BANK OF WASHINGTON, TRUSTEE

BY: Beverly Moffett

AS ITS: TRUST OFFICER



ADAIR & BETTY
BLACKWOOD
TAX MAP 34-4
PARCEL 128.1

N 62°57'33" W 152.62'

PLAYGROUND AREA

WOODEN BUILDING

Additional Leased Area

S 62°57'53" E

250.21'

Chain-link Fence

Play Area

LEASE AREA

- CCA -

AUGUSTA-RICHMOND COUNTY
PUBLIC LIBRARY
APPLEBY BRANCH

TAX MAP 34--4, PARCEL 114

106.25'

Power Pole

Light Pole

N 5°50'07" E

Light Post

School

*Plot is being prepared to be attached.
In Way*

TRAFFIC LIGHT

5

Emanuel Mitchell
Director, Augusta-Richmond County Public Library
823 Telfair Street
Augusta, Georgia 30901
Email: mitchelle@arcpls.org

September 1, 2024

Dear Mr. Mitchell,

I hope this message finds you well.

Pursuant to our phone call of August 19, I am providing you with this letter to state that it is the unanimous decision of the current Trustees of the Appleby Charitable Foundation (formerly known as the Scott B. and Annie P. Appleby Trust) to absolve the board and staff of the Appleby Library of any obligation to seek consent from said trustees to enter into a lease agreement with the Church of the Good Shepherd, or any other entity.

We are aware that our predecessor, Sarah P. Williams, was one of the signatories to the Amendment Document, dated October 19, 1999, by which a lease with the Church of the Good Shepherd was established. It is our understanding that this level of involvement in the operations of the Appleby Library on Ms. Williams' part was primarily a show of support for the good work that the Appleby Library does in its community, and not a legal necessity.

Henceforth, it will no longer be necessary to seek consent from the Trustees of the Appleby Charitable Foundation for the execution of any lease agreement in which the Augusta-Richmond County Public Library chooses to enter.

We do, however, thank you for keeping us abreast of developments regarding the Appleby Library, and look forward to seeing the building after its upcoming renovations.

Sincerely,



Jamie Allen

August 30, 2024

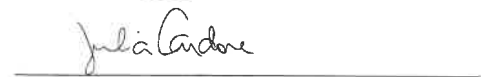
Date



Alicia Jensen

August 30, 2024

Date



Julia Cardone

August 30, 2024

Date



Commission Meeting

Meeting Date: September 17, 2024

Issuance of Water and Sewer Revenue Bonds, Series 2024A

- Department:** Administrator / Finance / Water & Sewer
- Presenter:** Timothy E. Schroer, Deputy Finance Director
- Caption:** Approve resolution authorizing the refunding of Water and Sewer Bonds Series 2012 and 2014.
- Background:** On August 2, 2024, the Augusta Commission authorized the refunding of the Water and Sewer Bonds Series 2012 and 2014. It has been determined to be economically feasible and beneficial to refund the bonds.
- Analysis:** The bonds will be sold on the morning of September 17, 2024. The results of the sale will be presented to the commission providing the details of the sale including the winning bid, the interest rate and the budgetary savings.
- Financial Impact:** The bond debt service will be funding from Water and Sewer operations.
- Alternatives:** N/A
- Recommendation:** Approve resolution authorizing the refunding of Water and Sewer Bonds Series 2012 and 2014.
- Funds are available in the following accounts:** Water and Sewer operational funds
- REVIEWED AND APPROVED BY:** TS, DBW

SUPPLEMENTAL SERIES 2024A BOND RESOLUTION

WHEREAS, Augusta, Georgia (the “Consolidated Government”), acting by and through its governing body, the Augusta-Richmond County Commission (the “Governing Body”) adopted its Series 2024A Bond Resolution on August 20, 2024 (the “2024A Bond Resolution”) authorizing the issuance of its Water and Sewerage Revenue Refunding Bonds, Series 2024A (the “Series 2024A Bonds”) for the purpose of refunding all or a portion of the outstanding Series 2012 Bonds maturing on and after October 1, 2025 and all of the Series 2014 Bonds maturing on and after October 1, 2025 (as defined in the 2024A Bond Resolution, and referred to therein as the “Refunded Bonds”), funding any required debt service reserve account, with cash or through payment of a premium for a Reserve Account Credit Facility (as defined in the hereafter defined Bond Resolution), and paying costs of issuance of the Series 2024A Bonds; and

WHEREAS, capitalized terms used in this Supplemental Series 2024A Bond Resolution (this “Supplemental Bond Resolution,” and together with the Prior Resolution and the 2024A Bond Resolution, the “Bond Resolution”), but not defined herein, shall have, unless otherwise stated, the meanings assigned to them in the 2024A Bond Resolution; and

WHEREAS, the 2024A Bond Resolution provides that the Series 2024A Bonds (1) may be issued in one or more series in an aggregate principal amount not to exceed \$240,000,000, which amounts are to be specified in a Supplemental Resolution, (2) shall bear interest at the rates per annum to be specified in a Supplemental Resolution to be adopted by the Governing Body (but which shall not in any event exceed a maximum per rate of interest of 5.00%), computed on the basis of a 360-day year consisting of twelve 30-day months, payable on each April 1 and October 1 of each year commencing on the April 1 or October 1 specified in a Supplemental Resolution and shall mature on October 1 in the years (with a final maturity no later than October 1, 2042), and mature in the principal amounts to be specified in a Supplemental Resolution to be adopted by the Governing Body (provided the principal of and interest in any Fiscal Year shall not in any event exceed a maximum of \$30 million), unless earlier called for redemption, (3) that mature on October 1 of the years to be specified in a Supplemental Resolution to be adopted by the Governing Body shall be Term Bonds, and (4) will be subject to optional and mandatory redemption prior to maturity as specified in a Supplemental Resolution to be adopted by the Governing Body (collectively, the “Parameters”); and

WHEREAS, the 2024A Bond Resolution further provides that (1) the Series 2024A Bonds are authorized to be sold by competitive sale, (2) a Notice of Sale and a Preliminary Official Statement be prepared and distributed to all securities dealers deemed to have an interest in purchasing all, but not a part of, the Series 2024A Bonds, and (3) once the bids are received for the sale of the Series 2024A Bonds pursuant to such Notice of Sale, the Mayor is authorized to accept the bid with the lowest total interest cost and the Governing Body will adopt a Supplemental Resolution ratifying the acceptance of the winning bid for the Series 2024A Bonds, and setting forth, among other things, the final interest rates on, maturities, redemption

provisions and principal amount of the Series 2024A Bonds, which interest rates and principal amounts shall be within the Parameters set forth in the 2024A Bond Resolution; and

WHEREAS, pursuant to an Official Notice of Sale with respect to the Series 2024A Bonds, dated September 10, 2024 (the “2024A Notice of Sale”), circulated by the Consolidated Government, providing for receipt by the Consolidated Government of electronic bids submitted via PARITY for the purchase of the Series 2024A Bonds on September 17, 2024, the Consolidated Government has received electronic bids submitted via PARITY for the purchase of the Series 2024A Bonds; and

WHEREAS, the 2024A Notice of Sale provided that the Series 2024A Bonds would be sold to the responsible bidder whose bid complies with the terms of the 2024A Notice of Sale and specifies interest rates and prices that would result in the lowest true interest cost to the Consolidated Government for the Series 2024A Bonds, and the bids were as follows:

<u>Bidder</u>	<u>True Interest Cost Bid</u>
---------------	-------------------------------

; and

WHEREAS, the bid of the responsible bidder resulting in the lowest true interest cost to the Consolidated Government and within the parameters set forth in the 2024A Bond Resolution was submitted by _____ (the “Purchaser”), and a copy of such bid is attached to this Supplemental Bond Resolution as Exhibit A and incorporated herein by reference; and

WHEREAS, after due consideration it is deemed advisable and in the best interest of the Consolidated Government that the Series 2024A Bonds be sold to the Purchaser, the Purchaser having in all respects complied with the terms of the 2024A Notice of Sale; and

WHEREAS, the Financial Advisor has recommended, and the Consolidated Government concurs, that the Refunded Bonds shall consist of the Series 2012 Bonds maturing October 1, 2030 and a portion of the Series 2012 Bonds maturing October 1, 2032, now outstanding in the aggregate principal amount of \$_____ and all of the Series 2014 Bonds maturing on and after October 1, 2025 and currently outstanding in the aggregate principal amount of \$159,410,000, and that such refunding of the Refunded Bonds should be accomplished by making due and legal provision for the redemption of the Refunded Bonds through payment of the principal and interest due on the Refunded Bonds on December 31, 2024 (the “Redemption Date”); and

WHEREAS, the Financial Advisor has advised that it is economically beneficial to the Consolidated Government for the proceeds of the Series 2024A Bonds allocable to the refunding of the Refunded Bonds be deposited, together with other available moneys, simultaneously with the issuance and delivery of the Series 2024A Bonds with U.S. Bank Trust Company, National Association (the “Escrow Agent”) and used to pay the cost of acquiring certain direct obligations of the United States of America (the “Direct Obligations”) and to provide an initial cash balance, which cash and Direct Obligations will be deposited in trust with the Escrow Agent under an Escrow Deposit Agreement, dated as of October 1, 2024 (the “Escrow Agreement”), among the Consolidated Government, the Escrow Agent and U.S. Bank Trust Company, National Association, as paying agent for the Refunded Bonds, and the cash and principal of and interest on the Direct Obligations will provide funds in the amounts required to refund all the Refunded Bonds as aforesaid, and will be used for that purpose, as hereinafter provided; and

WHEREAS, the Governing Body also proposes to ratify the use and distribution of a Preliminary Official Statement, dated September 10, 2024 (the “Preliminary Official Statement”) and authorize the execution, use and distribution of an Official Statement, dated the date hereof (the “Official Statement”) relating to the Series 2024A Bonds; and

WHEREAS, the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014 Bonds, the Series 2017 Bonds and the Series 2019 Bond (as each are defined in the 2024A Bond Resolution, and, excluding the Refunded Bonds, are collectively referred to herein as the “Reserve Secured Bonds”) are secured in part by cash on deposit in the Prior Bonds Reserve Subaccount of the Debt Service Reserve Account held under the Bond Resolution, which is funded in an amount equal to the Debt Service Reserve Requirement; and

WHEREAS, the Bond Resolution permits a Reserve Account Credit Facility (as defined in the Resolution) issued by a Reserve Account Credit Facility Provider to be substituted for the cash on deposit in the Prior Bonds Reserve Subaccount upon meeting the requirements contained in Section 5.4(f) of the Master Resolution, as amended; and

WHEREAS, the Financial Advisor has recommended that a Reserve Account Credit Facility be acquired from Assured Guaranty Inc. (more particularly defined herein as the “Reserve Secured Bonds Reserve Policy”) to satisfy the Debt Service Reserve Requirement for the Reserve Secured Bonds (excluding the Refunded Bonds); and that the cash contained in the Prior Bonds Reserve Subaccount be applied to the refunding of the Refunded Bonds and to pay the cost of the Reserve Account Credit Facility.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission, and it is hereby resolved by authority of the same, as follows:

Section 1. Terms of the Series 2024A Bonds. The Series 2024A Bonds shall be designated “Augusta, Georgia Water and Sewerage Revenue Refunding Bonds, Series 2024A,” issued in a single series in the original aggregate principal amount of \$_____, of which \$_____ (together with [net] premium and other available moneys), shall be applied to the refunding of the Refunded Bonds described in the preambles of this Supplemental Resolution. The Series 2024A Bonds (a) shall mature on October 1 in the years and amounts set

forth on Exhibit B hereto, unless earlier called for redemption, (b) shall bear interest at the rates per annum set forth on Exhibit B hereto, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on April 1, 2025, and semiannually thereafter on April 1 and October 1 of each year, and (c) shall be subject to optional and mandatory redemption as set forth on Exhibit B hereto, which Exhibit B by this reference thereto is incorporated herein and hereby approved. Such terms of the Series 2024A Bonds are within the Parameters.

Section 2. Acceptance of Bid. The bid submitted by the Purchaser to purchase the Series 2024A Bonds, attached hereto as Exhibit A, is hereby accepted, and all other bids so received are hereby rejected, and the actions of the Mayor, for and on behalf of the Consolidated Government, are hereby ratified and approved relating to his earlier notification to all bidders of the acceptance and rejection of such bids by the Consolidated Government. The purchase price for the Series 2024A Bonds is equal to \$_____ \$_____ plus [net] premium of \$_____ and less Purchasers' discount of \$_____). The Series 2024A Bonds shall, in due course, be delivered to the Purchaser against payment for the Series 2024A Bonds in accordance with the 2024A Notice of Sale and the Purchaser's bid accepted by the Consolidated Government.

Section 3. Authorization of Offering Documents. The use and distribution of the 2024A Notice of Sale and the Preliminary Official Statement is hereby ratified. The distribution, execution and delivery of the Official Statement are hereby authorized, ratified, confirmed and approved. The Official Statement shall be executed by the Mayor of the Consolidated Government. The Official Statement shall be in substantially the form as the Preliminary Official Statement presented at this meeting, subject to such changes, insertions or omissions as may be approved by the person executing the same, and the execution of the Official Statement shall be conclusive evidence of any such approval. The 2024A Notice of Sale, Preliminary Official Statement and the Official Statement are by this reference thereto spread upon the minutes.

Section 4. Application of the Proceeds of the Series 2024A Bonds and Cash in the Prior Bonds Reserve Subaccount of the Debt Service Reserve Account. From the proceeds derived from the sale of the Series 2024A Bonds (\$_____, which is net of Purchaser's discount of \$_____), and other available funds, the following payments shall be made, simultaneously with the issuance and delivery of the Series 2024A Bonds, to the extent and in the matter set forth herein and in the 2024A Bond Resolution:

(a) The sum of \$_____ (or such other amount as shall be necessary) together with \$_____ released from the Prior Bonds Reserve Subaccount of the Debt Service Reserve Account, shall be deposited into the escrow fund created under the Escrow Agreement and used to acquire Direct Obligations consisting of State and Local Government Series securities and establish an initial cash balance to be held under the terms of the Escrow Agreement and applied to the redemption of the Refunded Bonds by paying the principal of and interest due thereon on the Redemption Date; and

(b) The balance of the proceeds of the Series 2024A Bonds (\$_____) or such other remaining balance) together with \$_____ released from the Prior Bonds Reserve Subaccount of the Debt Service Reserve Account shall be deposited to the Series 2024A Costs of Issuance Account and used to pay the costs of issuance of the Series 2024A Bonds and the premium for the Reserve Account Credit Facility.

The release of any funds from the Prior Bonds Reserve Subaccount of the Debt Service Reserve Account in connection with the refunding of the Refunded Bonds or otherwise shall be applied to the refunding of the Refunded Bonds and as otherwise permitted under the Prior Resolution and the 2024A Bond Resolution. Notwithstanding the foregoing, if the Mayor of the Consolidated Government shall determine that a different application of funds is required to carry out the intent of the 2024A Bond Resolution, as supplemented by this Supplemental Bond Resolution, a different application of funds may be provided for in the authentication order to be delivered at the time of issuance of the Series 2024A Bonds.

Section 5. Ratification of 2024A Bond Resolution. The Consolidated Government hereby confirms, ratifies, restates and reaffirms its representations, warranties, covenants and agreements and all of the terms, conditions and provisions of the 2024A Bond Resolution, as supplemented and amended by this Supplemental Bond Resolution. Except as expressly amended, modified or supplemented by this Supplemental Bond Resolution, the provisions of the 2024A Bond Resolution are to be read as part of this Supplemental Bond Resolution as though copied verbatim herein, and provisions of this Supplemental Bond Resolution shall be read as additions to and not as substitutes for or modifications of (except as specifically provided herein) the 2024A Bond Resolution.

Section 6. General Authority; Ratification of Prior Acts. Any officer of the Consolidated Government is hereby authorized to execute and deliver all other documents and certificates necessary to affect the transactions contemplated by this Supplemental Resolution and to make covenants on behalf of the Consolidated Government. All actions heretofore taken by the Governing Body and the officers and agents of the Consolidated Government directed toward the issuance and sale of the Series 2024A Bonds be and the same are hereby ratified, approved and confirmed.

Section 7. Provisions Relating to Assured Guaranty Inc. and the Reserve Secured Bonds Reserve Policy.

(A) **Defined Terms.** All capitalized terms used herein and not otherwise defined in this Supplemental Bond Resolution (including the Recitals hereto) shall have the meanings ascribed to them in the 2024A Bond Resolution. The following terms shall have the meanings specified below.

“AG” means Assured Guaranty Inc., or any successor thereto or assignee thereof, as issuer of the Reserve Secured Bonds Reserve Policy.

“Reserve Secured Bonds,” as used in this Section 7, means the Series 2012 Bonds, the Series 2013 Bonds, Series 2017 Bonds and Series 2019 Bond, as each are defined in the 2024A Bond Resolution, excluding the Refunded Bonds.

“Reserve Secured Bonds Reserve Policy” means the debt service reserve insurance policy issued by AG and deposited in the Prior Bonds Reserve Subaccount in satisfaction of the Debt Service Reserve Requirement for the Reserve Secured Bonds as of the date of its issuance. The Reserve Secured Bonds Reserve Policy shall constitute a Reserve Account Credit Facility for all purposes of the Bond Resolution.

(B) Provisions Applicable to the Reserve Secured Bonds Reserve Policy Provided by AG. Unless otherwise provided in the Reserve Secured Bonds Reserve Policy, the following provisions shall govern claims made upon and payments made under the Reserve Secured Bonds Reserve Policy, notwithstanding anything to the contrary in the Bond Resolution:

(i) The Paying Agent for the Reserve Secured Bonds shall ascertain the necessity for a claim upon the Reserve Secured Bonds Reserve Policy in accordance with the provisions of Section 7(B)(iv) hereof and provide notice to AG in accordance with the terms of the Reserve Secured Bonds Reserve Policy at least five Business Days prior to each date upon which interest or principal is due on the Reserve Secured Bonds. Where deposits are required to be made by the Consolidated Government with the Paying Agent for the Reserve Secured Bonds to the Interest Account or the Principal Account for the Reserve Secured Bonds more often than semi-annually, the Paying Agent for the Reserve Secured Bonds shall give notice to AG of any failure of the Consolidated Government to make timely payment in full of such deposits within two Business Days of the date due. Amounts drawn under the Reserve Secured Bonds Reserve Policy shall be available only for the payment of scheduled principal and interest on the Reserve Secured Bonds when due.

(ii) Upon any payment by AG under the Reserve Secured Bonds Reserve Policy, AG shall furnish to the Consolidated Government written instructions as to the manner in which payment of amounts owed to AG as a result of such payment under the Reserve Secured Bonds Reserve Policy shall be made.

(iii) The Consolidated Government shall pay AG, solely from the Pledged Revenues, the principal amount of any draws under the Reserve Secured Bonds Reserve Policy and pay all related reasonable expenses incurred by AG and shall pay interest thereon from the date of payment by AG at the Late Payment Rate (collectively, “Policy Costs”). “Late Payment Rate” means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then-applicable highest rate of interest on the Reserve Secured Bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be

the publicly announced prime or base lending rate of such national bank as AG shall specify. If the interest provisions of this Section 7(B)(iii) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by AG or the Consolidated Government, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by AG, with the same force and effect as if the Consolidated Government had specifically designated such extra sums to be so applied and AG had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

(iv) All cash and investments, if any, in the Prior Bonds Reserve Subaccount shall be transferred to the Interest Account or the Principal Account for payment of debt service on the Reserve Secured Bonds before any drawing may be made on the Reserve Secured Bonds Reserve Policy or any other Reserve Account Credit Facility credited to the Prior Bonds Reserve Subaccount. Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Reserve Account Credit Facilities credited to the Prior Bonds Reserve Subaccount (including the Reserve Secured Bonds Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Prior Bonds Reserve Subaccount. Payment of Policy Costs and reimbursement of amounts with respect to other Reserve Account Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Prior Bonds Reserve Subaccount. Repayment of all Policy Costs and the replenishment of the Prior Bonds Reserve Subaccount shall be made on a *pari passu* basis with payments and replenishments required to be made under the Bond Resolution with respect to other Reserve Subaccounts, if any, securing any then outstanding Additional Bonds. For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(v) Repayment of Policy Costs shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw. Amounts in respect of Policy Costs paid to AG shall be credited first to interest due, then to the expenses due and then to principal due.

(vi) As and to the extent that payments are made to AG on account of principal due, the coverage under the Prior Bonds Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Secured Bonds Reserve Policy.

(vii) The Bond Resolution shall not be discharged until all Policy Costs owing to AG shall have been paid in full. The Consolidated Government's obligation to pay such amounts shall expressly survive payment in full of the Reserve Secured Bonds.

(viii) The obligation to pay Policy Costs shall be secured by a valid lien on the Pledged Revenues (subject only to the priority of payment provisions set forth under the Bond Resolution).

(C) Rights of AG. Notwithstanding anything to the contrary in the Bond Resolution, so long as the Reserve Secured Bonds Reserve Policy is in effect and provided that AG is not then in default thereunder, AG shall have the following rights; provided, however, that, to the extent AG has made any payments under the Reserve Secured Bonds Reserve Policy, it shall retain its rights to enforce the reimbursement of the Policy Costs under this Section 7 and the Reserve Secured Bonds Reserve Policy:

(i) Upon a failure to pay Policy Costs when due or any other breach of the terms of this Section 7, AG shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Bond Resolution, other than (i) acceleration of the maturity of the Reserve Secured Bonds or (ii) remedies which would adversely affect owners of the Reserve Secured Bonds.

(ii) The prior written consent of AG shall be a condition precedent to the deposit of any Reserve Account Credit Facility in substitution of the Reserve Secured Bonds Reserve Policy credited to the Prior Bonds Reserve Subaccount for the Reserve Secured Bonds.

(iii) AG is hereby expressly made a third-party beneficiary of the Bond Resolution.

(D) Covenants of the Consolidated Government. So long as the Reserve Secured Bonds Reserve Policy is in effect and provided that AG is not then in default thereunder, the Consolidated Government covenants and agrees as follows:

(i) The Consolidated Government shall include any Policy Costs then due and owing AG in the calculation of the additional bonds test in Section 6.3 of the Master Resolution and the rate covenant in Section 8.1 of the Master Resolution.

(ii) The Consolidated Government covenants to provide to AG, promptly upon request, any information regarding the Reserve Secured Bonds or the financial condition and operations of the Consolidated Government as reasonably requested by AG. The Consolidated Government will permit AG to discuss the affairs, finances and accounts of the Consolidated Government or any information AG may reasonably request regarding the security for the Reserve Secured Bonds with appropriate officers of the

Consolidated Government and will use commercially reasonable efforts to enable AG to have access to the facilities, books and records of the Consolidated Government on any Business Day upon reasonable prior notice.

(iii) The Consolidated Government shall fully observe, perform, and fulfill each of the provisions (as each of those provisions may be amended, supplemented, modified or waived with the prior written consent of AG) of the Bond Resolution applicable to it, each of the provisions thereof being expressly incorporated into this Section 7 by reference solely for the benefit of AG as if set forth directly herein. No provision of the Bond Resolution shall be amended, supplemented, modified or waived in any material respect or otherwise in a manner that could adversely affect the payment obligations of the Consolidated Government hereunder or the priority accorded to the reimbursement of Policy Costs under the Bond Resolution, without the prior written consent of AG.

(iv) The Consolidated Government shall pay or reimburse AG, solely from the Pledged Revenues, any and all charges, fees, costs, losses, liabilities and expenses which AG may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and costs of investigations, in connection with (a) any accounts established to facilitate payments under the Reserve Secured Bonds Reserve Policy, (b) the administration, enforcement, defense or preservation of any rights in respect of the Bond Resolution, including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the Consolidated Government) relating to the Bond Resolution, any party to the Bond Resolution, (c) the foreclosure against, sale or other disposition of any collateral securing any obligations under the Bond Resolution, or the pursuit of any remedies under the Bond Resolution to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, (d) any amendment, waiver or other action with respect to, or related to the Bond Resolution, the Reserve Secured Bonds Reserve Policy or any other Related Document whether or not executed or completed, or (e) any action taken by AG to cure a default or termination or similar event (or to mitigate the effect thereof) under the Bond Resolution; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of AG spent in connection with the actions described in clauses (ii) through (v) above; and provided however, the Consolidated Government shall not be liable for any costs set forth in (a) through (e) of this clause (iv) resulting from AG's failure to honor its obligations under the Reserve Secured Bonds Reserve Policy. AG reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Resolution. Amounts payable by the Consolidated Government hereunder shall bear interest at the Late Payment Rate from the date such amount is paid or incurred by AG until the date AG is paid in full. The Consolidated Government's obligation to pay such amounts shall expressly survive payment in full of the Reserve Secured Bonds.

(E) Nature of Obligations. The obligation of the Consolidated Government to pay all amounts due to AG shall be an absolute and unconditional obligation of the Consolidated Government payable solely from Pledged Revenues and will be paid or performed strictly in accordance with the provisions of this Section 7, irrespective of: (i) any lack of validity or

enforceability of or any amendment or other modifications of, or waiver with respect to the Reserve Secured Bonds, the Bond Resolution or any other Related Document; (ii) any amendment or other modification of, or waiver with respect to the Reserve Secured Bonds Reserve Policy; (iii) any exchange, release or non-perfection of any security interest in property securing the Reserve Secured Bonds or the Bond Resolution; (iv) whether or not such Reserve Secured Bonds are contingent or matured, disputed or undisputed, liquidated or unliquidated; (v) any amendment, modification or waiver of or any consent to departure from the Reserve Secured Bonds Reserve Policy or the Bond Resolution; (vi) the existence of any claim, setoff, defense (other than the defense of payment in full), reduction, abatement or other right which the Consolidated Government may have at any time against the Paying Agent for the Reserve Secured Bonds or any other person or entity other than AG, whether in connection with the transactions contemplated herein or unrelated transactions; (vii) any statement or any other document presented under or in connection with the Reserve Secured Bonds Reserve Policy proving in any and all respects invalid, inaccurate, insufficient, fraudulent or forged or any statement therein being untrue or inaccurate in any respect; or (viii) any payment by AG under the Reserve Secured Bonds Reserve Policy against presentation of a certificate or other document which does not strictly comply with the terms of the Reserve Secured Bonds Reserve Policy.

(F) Notices. Notices or other communication to AG shall be sent to the following address (or such other address as AG may designate in writing):

Assured Guaranty Inc.
 1633 Broadway
 New York, New York 10019
 Attention: Managing Director – Municipal Surveillance
 Re: Policy No ____-S
 Telephone: (212) 974-0100
 Email: munidisclosure@agltd.com

In each case in which the notice or other communication refers to a claim on the Reserve Secured Bonds Reserve Policy or an Event of Default, such notice or other communication shall be marked "URGENT MATERIAL ENCLOSED" and a copy shall also be sent to the attention of the General Counsel at the above address and at generalcounsel@agltd.com.

Section 8. Repealing Clause. All resolutions or parts of resolutions of the Consolidated Government in conflict with this Supplemental Bond Resolution are, to the extent of such conflict, hereby repealed.

Section 9. Bond Resolution Constitutes a Contract. This Supplemental Resolution supplements and amends a contract with the Bondholders binding the Consolidated Government, and therefore it is proper and appropriate for the Mayor to execute the same on behalf of the Consolidated Government and for the Clerk of Commission to attest the same.

Section 10. Execution and Attestation of Documents. The Mayor Pro Tem may take any action, or execute any document, agreement or other writing, which the Mayor is authorized to execute and deliver pursuant to this Supplemental Resolution. An Assistant or Deputy Clerk of Commission may attest any execution of any document, agreement or writing by the Mayor or Mayor Pro Tem, in the same manner as the Clerk of Commission would be authorized to attest any such execution.

Section 11. Effective Date. This Supplemental Bond Resolution shall be effective immediately upon its adoption.

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this 17th day of September, 2024.

AUGUSTA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

By: _____
Clerk of Commission

EXHIBIT A
WINNING BID
(Attached)

EXHIBIT B

TERMS OF SERIES 2024A BONDS

<u>October 1 of the Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			

¹ Yield calculated to October 1, ____ first call date.

Optional Redemption

The Series 2024A Bonds maturing on or after October 1, ____ are subject to redemption prior to their respective maturities at the option of the Consolidated Government, in whole or in part and in the order of maturities selected by the Consolidated Government (less than all such Series 2024A Bonds of a single maturity to be selected by lot in a manner as the Consolidated Government may determine), on any date on or after October 1, ____, from any moneys available therefor at a redemption price equal to 100% of the principal amount of the Series 2024A Bonds to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption

The Series 2024A Bonds maturing on October 1, ____ are subject to mandatory sinking fund redemption prior to their maturity on October 1 in the years and amounts set forth below, at a redemption price of par, plus accrued interest (the October 1, ____ amount to be paid rather than redeemed):

YearAmount

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date, the Consolidated Government may (a) receive a credit with respect to its scheduled mandatory redemption obligation for any Series 2024A Bonds subject to scheduled mandatory redemption which are delivered to the Paying Agent for cancellation and not theretofore applied as a credit against a scheduled mandatory redemption obligation or (b) receive a credit with respect to its scheduled mandatory redemption obligation for any Series 2024A Bonds which prior to said date have been redeemed (otherwise than through scheduled mandatory redemption) and canceled by the Paying Agent and not theretofore applied as a credit against said scheduled mandatory redemption obligation. Each Series 2024A Bond so delivered or previously redeemed shall be credited by the Paying Agent, at the principal amount thereof, to the obligation of the Consolidated Government on such scheduled mandatory redemption date and the principal amount of the Series 2024A Bonds to be redeemed by operation of such scheduled mandatory redemption on such date shall be accordingly reduced.

CLERK’S CERTIFICATE

The undersigned Clerk of Commission of Augusta, Georgia DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the Supplemental Series 2024A Bond Resolution adopted by the Augusta-Richmond County Commission (the “Commission”) on September 17, 2024 at a meeting that was duly called and assembled and that was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby certify that the Mayor, Garnett L. Johnson, and the following members of the Commission were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye ___ Nay ___

WITNESS my hand and the official seal of Augusta, Georgia, this _____ day of September, 2024.

Clerk of Commission

(SEAL)



Commission Meeting

September 17, 2024

Affidavit

Department: N/A

Presenter: N/A

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

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A