

ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber Tuesday, September 12, 2023 1:20 PM

## **ENGINEERING SERVICES**

- 1. Approve the exchange of Water Main Easements on Washington Road.
- **2.** Approve the dedication of Water and Sanitary Sewer in Porcelain Court.
- 3. Motion to approve the minutes of the Engineering Services Committee held on August 29, 2023.



## **Engineering Services Committee**

Meeting Date: August 29, 2023

Exchange of Water Main Easements on Washington Road

**Department:** Utilities

**Presenter:** Wes Byne, Director

Caption: Exchange of Water Main Easements on Washington Road

**Background:** During the construction of a building at Woodsedge Drive and Washington

Road, two water mains had to be relocated.

**Analysis:** The easements over the old locations of the water mains need to be

abandoned to the property owners and the easements over the relocated water

mains need to be dedicated to Augusta.

**Financial Impact:** None

**Alternatives:** None

**Recommendation:** Approve the exchange of easements.

Funds are available in N/A

the following accounts:

REVIEWED AND

**APPROVED BY:** 

N/A

STATE OF GEORGIA
COUNTY OF RICHMOND

AGREEMENT FOR RELOCATION OF 60" RAW WATER LINE EASEMENT

(Reel 5-H, Page 439)

(Reel 39-F, Page 106)

(Reel 641, Page 673)

(Reel 641, Page 1675)

THIS AGREEMENT FOR RELOCATION OF 60" RAW WATER LINE EASEMENT (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia (the "City"), and THE GREENS ON WASHINGTON ROAD VENTURES, LLC, a Georgia limited liability company, BIG TREE, LLC, a Georgia limited liability company, and BERCKMAN RESIDENTIAL PROPERTIES, LLC, a Georgia limited liability company (collectively, "Grantor").

## **RECITALS**

WHEREAS, Grantor owns those tracts of land labeled as "The Greens on Washington Road Ventures, LLC, TMP #019-2-166-04-0 and TMP No. 019-4-167-00-0;" "Big Tree, LLC, TMP #019-4-157-00-0 and 019-2-166-03-0;" and "Berckman Residential Properties, LLC, TMP# 019-4-158-00-0" on that Easement Plat prepared for Augusta, Georgia by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering, dated July 2, 2019, last revised July 30, 2021, and attached as Exhibit "A" to this Agreement (the "Easement Map");

WHEREAS, the City holds easements for the installation, operation, maintenance, and replacement of raw water lines on said property by virtue of that Easement from J.H. Alexander to the City Council of Augusta recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia in Reel 5-H, Page 439, as confirmed by that Agreement from J. H. Alexander, et al. to the City Council of Augusta recorded in said records in Reel 39-F, Page 106; that Easement from Cornerstone Realty Income Trust, Inc. to Augusta, Georgia, recorded in said records in Reel 641, Page 1673; and that Easement from Cornerstone Realty Income Trust, Inc. to Augusta, Georgia, recorded in said records in Reel 641, Page 1675 (collectively, the "Water Line Easement");

WHEREAS, a portion of the water line described in the Water Line Easement has been relocated to the areas shown as hatched on the Easement Map (i.e., labeled as Easement Areas Nos. 1, 2, 8 and 9 on the Easement Map (the "New Easement Area");

{01692767-3}

WHEREAS, the City has abandoned the water lines within the areas shown as cross-hatched on the Easement Map (i.e., Easements Areas Nos. 3, 4, 5, 6, 7, 10, and 11 on the Easement Map) ("Abandoned Easement Area"); and

WHEREAS, Grantor and the City desire to encumber the New Easement Area with the Water Line Easement and release the Abandoned Easement Area from the encumbrance of the Water Line Easement.

NOW, THEREFORE, the parties hereby covenant and agree as follows:

- 1. <u>Amendment of Water Line Easement to Cover New Easement Area</u>. The Water Line Easement is amended to include the New Easement Area within the description of the perpetual easement areas for the raw water treatment line, subject to all terms and conditions of the Water Line Easement.
- 2. <u>Termination of Water Line Easement within the Abandoned Easement Area</u>. The Water Line Easement and all other easements held by the City within the Abandoned Easement Area are hereby released and abandoned by the City and are hereby terminated. The remainder of the Water Line Easement outside of the Abandoned Easement Area shall remain in full force and effect. Grantor may, at its election, either remove and dispose of the abandoned utility lines within the Abandoned Easement Area or leave said utility lines in place, or a combination of both.
- 3. Additional Rights. 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 utilities services; along with the further right to stretch communication lines, or other lines, for the use of the City, its assigns, representatives, agents, and designees, 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. Any such utility lines, communication lines, cables, wires, apparatus, fixtures, and appliances shall be underground.
- 4. <u>Notices</u>. All notices required by applicable law or agreement in any matter relating to this Agreement shall be deemed received (a) when personally delivered (to the person or department if one is designated); (b) one (1) business day following the date deposited with Federal Express, overnight U.S. mail or other national overnight courier, fees prepaid; or (c) three (3) days following the date deposited with U.S. certified or registered mail, return receipt requested, postage prepaid, and addressed in each such case to the parties at their respective addresses set forth below or such other single address as either party may designate in a written notice given as herein provided (except that a change of address notice shall not be effective until actual receipt).

In case of the City to:
Augusta-Richmond County
City County Municipal Building
535 Telfair Street

Augusta, Georgia 30901 Attn: City Administrator

In the case of Grantor to:
Berckman Residential Properties, LLC
The Greens on Washington Road Ventures, LLC
Big Tree, LLC
2604 Washington Road
Augusta, GA 30904
Attn: Robert L. Geoffroy

5. Miscellaneous. The recitals and any exhibits hereto are incorporated herein by This Agreement shall bind and inure to the benefit of parties hereto and their reference. successors and assigns. If any provision of this Agreement or its application to any party is determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person, other than those as to which it is so determined invalid or unenforceable, will not be affected thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law. Time is of the essence. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event of any litigation relating to this Agreement or the transactions described herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses from the non-prevailing party. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by the parties hereto.

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers under seal, effective the day and year first above written.

Signed, sealed and delivered in the presence of:	<u>City</u> :
	Augusta, Georgia
Unofficial Witness	By:
	Its Mayor
Notary Public	Attest:
My Commission Expires:	Its Clerk of Commission
-	(Seal)
(Notarial Seal)	

{01692767-3}

Signed, sealed and delivered in the presence of:

~

Unofficial Witness

Notary Public

My Commission Expires: 1/22 1014

(Notarial Seal)

Notary Public, Richmond County, Georgia My Commission Expires June 22, 2024 Grantor:

BERCKMAN RESIDENTIAL PROPERTIES, LLC, a Georgia limited liability company (Seal)

THE GREENS ON WASHINGTON ROAD VENTURES, LLC, a Georgia limited liability company (Seal)

BIG TREE, LLC, a Georgia limited liability company (Seal)

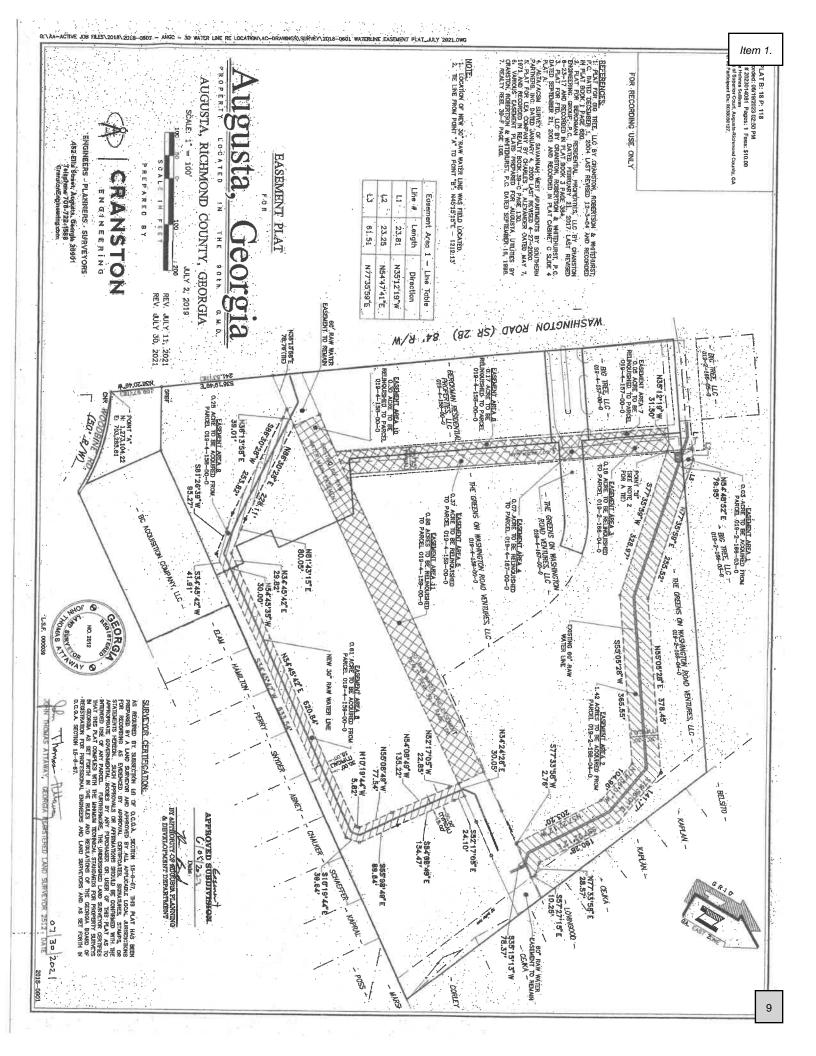
By:

Robert L. Geoffroy As Manager

## Exhibit A

## Easement Map

See attached. Said Easement Map is also recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia in Plat Book 18, page 118.





## **Meeting Name**

Meeting Date: August 29, 2023

Dedication of Water and Sanitary Sewer in Porcelain Court

**Department:** Utilities

**Presenter:** Wes Byne, Director

N/A

N/A

**Caption:** Dedication of Water and Sanitary Sewer in Porcelain Court

**Background:** Porcelain Court (formerly known as Anna Court) is a cul-de-sac constructed

off the northern right-of-way of Harper Franklin Avenue. In the construction of Porcelain Court, a water pipeline and a sanitary sewer pipeline were laid.

**Analysis:** The water and sanitary sewer pipelines have passed all testing and are ready

to be added to Augusta's systems.

Financial Impact: Future payments for water and sanitary sewer from homes or commercial

ventures constructed along this road.

**Alternatives:** Disapprove acceptance of the Deed of Dedication and Maintenance

Agreement for the water and sanitary sewer pipelines in Porcelain Court.

**Recommendation:** Approve and accept the Deed of Dedication and Maintenance Agreement for

the water and sanitary sewer pipelines in Porcelain Court.

Funds are available in

the following accounts:

REVIEWED AND

**APPROVED BY:** 

## STATE OF GEORGIA

## COUNTY OF RICHMOND

## EASEMENT DEED OF DEDICATION

Water and Gravity Sanitary Sewer Systems
Private Street (May be dedicated to Augusta at a later date.)

## PORCELAIN COURT

Formerly Known As Anna Court

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Wherever herein Grantor or Grantee is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS, Chillmill, LLC, a Georgia Limited Liability Company, (hereinafter known as "DEVELOPER") owns a tract of land in Richmond County, Georgia, on the northern side of Harper Franklin Avenue right-of-way and the western side of Jimmie Dyess Parkway right-of-way (known as Parcel Identification Number 066-3-002-00-0), and DEVELOPER has constructed a street, or roadway, which has been named Porcelain Court, on said tract, in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of DEVELOPER to deed the water distribution system and the gravity sanitary sewer system, to AUGUSTA, GEORGIA, (hereinafter known as "AUGUSTA"), a political subdivision acting by and through the Augusta Commission for maintenance and control; and

WHEREAS, the street right-of-way and storm drainage system will remain private and the maintenance and control of the street right-of-way and storm drainage system will be strictly the responsibility of **DEVELOPER**. However, should Porcelain Court be dedicated to **AUGUSTA**, at some future date, then the terms of that dedication agreement will prevail as to the street right-of-way and storm drainage system; and

WHEREAS, said water distribution system and sanitary sewer system are shown on Utility Plan Sheet prepared by Bluewater Engineering Services, marked "Exhibit A",

attached to this instrument and filed contemporaneously with same, to which reference is hereby made for a more complete and accurate description as to the land and systems herein described; and

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

WHEREAS, DEVELOPER has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between DEVELOPER and AUGUSTA,

#### WITNESSETH:

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

An exclusive 80-foot easement, in perpetuity, over the right-of-way of Porcelain Court, as shown on the aforementioned Exhibit A and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVLELOPER.

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 utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

**DEVELOPER**, shall maintain the roads and streets as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which **AUGUSTA** may excavate or perform other work in connection with repairs, construction,

maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the AUGUSTA the necessary easement(s) in connection with such construction and/or extension. If, at some future date, Porcelain Court is dedicated to AUGUSTA, this paragraph will become null and void.

DEVELOPER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

**DEVELOPER** further agrees that no trees or other vegetation that may interfere with the 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.

AND DEVELOPER, its successors, assigns and legal representatives, will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against the lawful claims of all persons owning, holding or claiming by, through or under **DEVELOPER**.

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

DEVELOPER:

CHILLMILL, LLC

By:

Fred Sims

As Its: Managing Partner

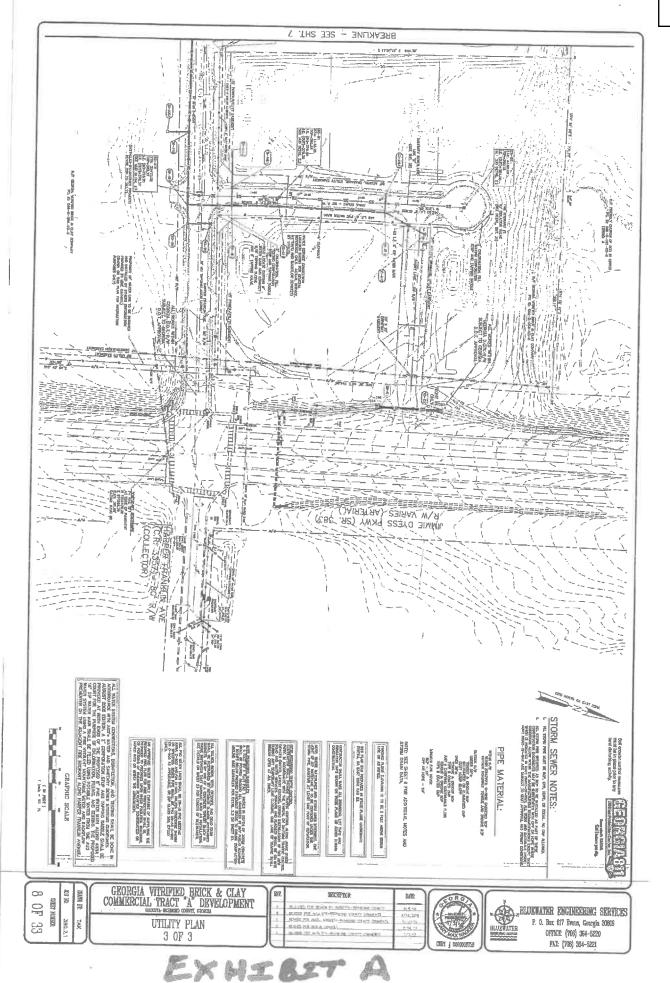
State of Georgia, County of Columbia

Notary Public, Columbia County, Georgia

My Commission Expires: My Commission Expires Feb 24, 2027

(Notary Seal)

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



## STATE OF GEORGIA COUNTY OF RICHMOND

## MAINTENANCE AGREEMENT

Water and Gravity Sanitary Sewer Systems
Private Street (May be dedicated at a later date.)
PORCELAIN COURT
Formerly Known As ANNA COURT

THIS AGREEMENT, entered into this \_\_\_\_\_day of \_\_\_\_\_\_\_, 2023, by and between CHILLMILL, LLC, a Georgia limited liability corporation, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "AUGUSTA":

### WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system, within the private street known as PORCELAIN COURT, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, **AUGUSTA** has adopted a policy requiring 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) The **DEVELOPER** agrees to maintain all 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) 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 or poor workmanship, the

**DEVELOPER** shall be responsible for adequate maintenance and repair.

- 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 (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.
- If, in the event of an emergency, as determined by AUGUSTA, the DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or 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 allow the DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.
- In the event the DEVELOPER fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and the DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.
- This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.
- In this Agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

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

DEVELOPER:

Witness

CHILLMILL, LLC

As Its: Managing Partner

Notary Public

, County of Columbia County, Georgia

My Commission Expires: My Commission Expires Feb 24 300 X

(Notary Seal)

	ACCEPTED BY:
	AUGUSTA, GEORGIA
Witness	By: Garnett L. Johnson
	As Its Mayor
NY 1 75 131	Attest:
Notary Public	Lena Bonner
State of Georgia, County of	As Its Clerk of Commission
My Commission Expires:	
	(SEAL)



# **Engineering Services Committee September 12, 2023**

## Minutes

**Department:** N/A

**Presenter:** N/A

Caption: Motion to approve the minutes of the Engineering Services Committee held

on August 29, 2023.

N/A

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 

**APPROVED BY:** 



## **ENGINEERING SERVICES COMMITTEE MEETING MINUTES**

Commission Chamber Tuesday, August 29, 2023 1:05 PM

## **ENGINEERING SERVICES**

**PRESENT** 

Mayor Garnett Johnson
Commissioner Catherine Smith-McKnight
Commissioner Tony Lewis
Commissioner Brandon Garrett

ABSENT

Commissioner Alvin Mason

Approve funding in the amount of \$1,283,905.00 for Atlas Technical Consultants LLC (Atlas)
 Supplemental Agreement #1 for Task Order Two (TO2) for Willis Foreman Road
 Improvements Project Right of Way Acquisition under On-Call Property Appraisal and
 Acquisition for Augusta Engineering contract. Requested by Engineering. RFP 22-147
 – 23ENG146

Motion to approve.

Motion made by Garrett, Seconded by Lewis. Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

2. Authorize and approve construction of street lights for Windsor Spring Road Corridor between Meadowbrook Dr. & Crosscreek Rd. Also, Approve and Authorize allocating \$600,000 from Street Lighting Program ARPA designated funds to the streetlights construction. Requested by Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

3. Approve proposal from Cranston Engineering Group, P.C. to provide additional engineering services to the sewer design for the Augusta Corporate Park Utility Extension.

Motion to approve.

Motion made by Garrett, Seconded by Lewis. Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

4. Approve a professional services contract with Ardurra Group for the Hicks Water Treatment Plant Filter 4 Rehabilitation project (RFQ18-132).

Motion to approve.

Motion made by Garrett, Seconded by Lewis. Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

5. Approve sole source contract with Kleinschmidt Associates to provide the Federal Energy Regulatory Commission's mandated Part 12D Independent Consultant Safety Inspection of the Augusta Canal in the amount of \$85,000.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

6. Motion to approve the minutes of the Engineering Services Committee held on August 8, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.