



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, August 15, 2023

2:00 PM

INVOCATION

Reverend Marc Trimm, Senior Pastor. Church of Our Redeemer Metropolitan Community Church

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

RECOGNITION(S)

- A. **Congratulations!** 2023 July Years of Service (YOS) 25-50 year recipients.
- B. Presentation of Proclamation to Raven Allen relative to her attending the Special Olympics.
(Requested by Mayor Garnett Johnson)

DELEGATION(S)

- C. **Ms. Lyn Cobbett** regarding her state of homelessness and disability.
- D. **Mr. R. John Ennis** regarding Food Truck in Downtown Augusta.
- E. **Mr. Moses Todd** regarding the Citizens City Cemetery Committee and Ed Matthews friends of Cedar Grove on the next available agenda, to address cemetery needs. Including road capital outlet SPLOST 8 600,000.
- F. **Mr. Nike Meyer** regarding instant runoff voting.
- G. **Mr. Dan Scott** regarding landscape, grounds keeping and technician apprenticeship program.

CONSENT AGENDA

(Items 1-46)

PLANNING

1. **Final Plat - S-981** – A request for concurrence with the Augusta Planning Commission to APPROVE Townhomes at Diamond Lakes – A petition by Southern Partners on behalf of Coel Beazley Homes requesting final plat approval for Townhomes at Diamond Lakes, located at 1000 Rosendale Drive, containing 37 townhomes. Tax Map #166-3-001-00-0. (Reviewing agency approval 7/31/2023) **DISTRICT 4**
2. **Final Plat - S-984** – A request for concurrence with the Augusta Planning Commission to **approve** Wedgewood Subdivision - A petition by Echols Land Surveying on behalf of Jacob Wilkerson requesting final plat approval for Wedgewood Subdivision (Formerly Peach Orchard Tract) located at 3810 Peach Orchard Road, containing 74 lots. Tax Map #181-1-001-00-0 (Project bonded 7/31/2023) **District 6.**

3. **Z-23-28** – A request for concurrence with the Augusta Planning Commission to **approve** with the conditions a petition by Pace Living, LLC on behalf of Hospitality Augusta LLC requesting a rezoning from **zone LI (Light Industrial) to zone R-3C (Multiple-family Residential)** affecting property containing approximately 6 acres located at 210 Reservation Way. Tax Map #068-0-128-00-0. **DISTRICT 5**
4. **Z-23-30** – A request for concurrence with the Augusta Planning Commission to **approve** with the conditions a petition by Vivian Butler on behalf of Troy & Tonda Booker requesting to amend conditions adopted with rezoning application **Z-12-72 for zone B-2 (General Business)** affecting properties containing approximately 0.31 acres located at **1101 Eleventh Street, 1108 Hopkins Street and 1102 Pine Street**. Tax Map #046-4-599-00-0, 046-4-600-00-0 & 046-4-579-00-0. **DISTRICT 1**
5. **Z-23-35** – A request for concurrence with the Augusta Planning Commission to approve with the conditions a petition by Robert Graham requesting a rezoning from **zone A (Agricultural) to zone LI (Light Industrial)** affecting property containing 4 acres out of a 9.53-acre tract located at **1650 Tobacco Road**. Portion of Tax Map #158-0-005-15-0. **DISTRICT 1**
6. **Z-23-36** – A request for concurrence with the Augusta Planning Commission to approve with the conditions a petition by Bonnie Gregory on behalf of Donna Williams & Gail Cawley requesting a **rezoning from zone A (Agricultural) to zone B-2 (General Business)** affecting property containing approximately 4.74 acres located at 3517 Wrightsboro Road. Tax Map #040-0-060-00-0. **DISTRICT 3**
7. **Z-23-37** – A request for concurrence with the Augusta Planning Commission to **APPROVE** with the conditions petition by Drayton Parker Companies on behalf of DOC MOB Augusta III, LLC requesting a rezoning from **zone A (Agricultural) and B-1 (Neighborhood Business) to zone B-2 (General Business)** affecting property containing approximately 2.54 acres located at **3645-Wheeler Road**. Tax Map #030-0-244-00-0. **DISTRICT 3**
8. **Z-23-38** – A request for concurrence with the Augusta Planning Commission to **approve** with the conditions a petition by Drayton Parker Companies on behalf of COLCO Solutions LLC requesting a rezoning from **zone B-1 (Neighborhood Business) to zone B-2 (General Business)** affecting property containing approximately 5.66 acres located at **1924 Barton Chapel Road**. Tax Map #068-0-007-00-0. **DISTRICT 5**
9. **SE-23-05** – A request for concurrence with the Augusta Planning Commission to **approve** with the conditions a petition by HETRIP UNIT, LLC on behalf of Walter F. Tereshinski requesting a **Special Exception** to establish a convenience store per Section 21-2(b) of the Comprehensive Zoning Ordinance affecting property containing approximately 1.04 acres located at **4495 Windsor Spring Road**. Tax Map #194-0-001-07-0. **DISTRCT 8**
10. **SV-23-02** – A request for concurrence with the Augusta Planning Commission to **approve** with the conditions petition by Kenneth McCumbers requesting a subdivision variance to exceed the required length of a dead-end street per Section 400-F of the Land Subdivision Regulations affecting property containing approximately 53.42 acres located at 1700 Pine Ridge Drive N. Tax Map #232-0-001-30-0. **DISTRICT 8**
11. A request for concurrence with the Augusta Planning Commission to **approve** the petition to rename the Utilities Building after former Director Thomas D. Wiedmeier.
12. A request for concurrence with the Augusta Planning Commission to **approve** the petition to rename the Diamond Lakes baseball field after former Commissioner Andrew Checks.

PUBLIC SERVICES

- 13.** Motion to **approve** New Ownership: A.N. 23-29: A request by Dipak Kumar Patel for a retail package **Liquor, Beer & Wine License** to be used in connection with Liquor Locker 214, LLC located at 214 Boy Scout Rd. **District 7. Super District 10. (Approved by Public Services Committee August 8, 2023)**
- 14.** Motion to **approve** New Location: A.N. 23-30: A request by Christopher Banks for an on-premises consumption **Liquor, Beer & Wine License** to be used in connection with Another Broken Egg located at 1095 Alexander Dr Ste 100. There will be Sunday Sales. District 7. Super District 10. **(Approved by Public Services Committee August 8, 2023)**
- 15.** Motion to **approve** New Location: **A.N. 23-31:** A request by Venkata Chowdavarapu for a retail package **Beer & Wine License** to be used in connection with RK Food Mart located at 2618 Peach Orchard Rd. **District 2. Super District 9. (Approved by Public Services Committee August 8, 2023)**
- 16.** Motion to **approve** new location: A.N. 23-32: A request by Africa Thomas for a retail package **Liquor, Beer & Wine License** to be used in connection with Dang Daiquiri dba Booze Pops located at 3062 Damascus Rd. **District 2. Super District 9. (Approved by Public Services Committee August 8, 2023)**
- 17.** Motion to **approve** selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-257) for Planning & Feasibility Study Services to be effective 8/21/2023. RFQ 23-257**(Approved by Public Services Committee August 8,**
- 18.** Motion to **approve** selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-256) for Engineering, Architectural & Construction Admin Services to be effective 8/21/2023.**(Approved by Public Services Committee August 8,2023)**
- 19.** Motion to **approve** the Daniel Field Airport FY2024 Tentative Allocation of \$2,152,726 for FAA & GDOT funding & approve Mayor Johnson signing the acceptance of the TA **(Approved by Public Services Committee August 8, 2023)**
- 20.** Motion to **approve** and **adopt** the Amendment to the Rental Car Concessions Agreements for Avis, Budget, Enterprise, and National/Alamo. Approved by the Augusta Aviation Commission on July 27, 2023 (ITB 23-299C).**(Approved by Public Services Committee August 8, 2023)**
- 21.** Motion to **approve** the Land Lease Agreement with Burrell Aviation Augusta LLC.. Approved by the Augusta Aviation Commission on July 27, 2023. **(Approved by Public Services Committee August 8, 2023)**
- 22.** Motion to **approve** identifying ARP as the funding source regarding the installation of new park equipment at Eastview Park in an amount of **\$150,000. (Approved by Public Services Committee August 8, 2023)**
- 23.** Motion to **approve** Contract with Trapeze Software Group for the Upgrade of the PASS IVR System as a sole source procurement. **(Approved by Public Services Committee August 8, 2023)**

ENGINEERING SERVICES

- 24.** Motion to **approve** scheduling a work session to be coordinated by the Administrator's Office to discuss grounds maintenance and to include every department that participates in any type of, right- of-way, vacant lot and tree maintenance along with the Warden and a representative from

311 and to hold the work session in the next 30 days. **(Approved by Engineering Services Committee August 8, 2023)**

- 25.** Motion to **authorize** condemnation to acquire title of a portion of property for right of way (Parcel 097-3-266-00-0) 2436 Lumpkin Road. **(Approved by Engineering Services Committee August 8, 2023)**
- 26.** Motion to **authorize** condemnation to acquire title of a portion of property for right of way (Parcel 097-3-253-03-0) 2504 Lumpkin Road. **(Approved by Engineering Services Committee August 8, 2023)**
- 27.** Motion to **authorize** condemnation to acquire title of a portion of property for right of way (Parcel 097-3-251-01-0) 2502 Lumpkin Road. **(Approved by Engineering Services Committee August 8, 2023)**
- 28.** Motion to **authorize** condemnation to acquire title of a portion of property for right of way (Parcel 097-3-265-00-0) 2438 Lumpkin Road. **(Approved by Engineering Services Committee August 8, 2023)**
- 29.** Motion to **authorize** condemnation to acquire title of a portion of property for right of way (Parcel 097-3-253-000) 2506 Lumpkin Road. **(Approved by Engineering Services Committee August 8, 2023)**
- 30.** Motion to **approve** adding the matter of the City hiring a full-time arborist to the workshop on grounds maintenance. **(Approved by Engineering Services Committee August 8, 2023)**
- 31.** Motion to Approve Award of “Augusta’s Grounds and Landscaped Improvements Maintenance” Contract Part2 to Pond Maintenance of Augusta for Attached EXHIBIT A Contract Services, subject to receipt of signed contract and proper insurance documents. The Contract is effective 10/1/2023 for four years with an option to renew for one additional one-year terms. Also, approve \$400,000/year to fund these contracted services. Requested by Engineering. RFP 22-301. **(Approved by Engineering Services Committee August 8, 2023)**
- 32.** Motion to **approve** scheduling a work session to be coordinated by the **Administrator's Office** to discuss grounds maintenance and to include every department that participates in any type of right-of-way, grounds, vacant lot and tree maintenance along with the Warden and a representative from 311; and hold work session in the next 30 days; regarding the needs in the way of budgeting and schedule implementation for upkeep/maintenance on a rotation schedule versus a reactive schedule. **(Approved by Engineering Services Committee August 8, 2023)**
- 33.** Motion to **table** this item until a future date and have a town meeting at a date and time to be determined with the company and any interested citizens to discuss Renovatio Solution. LLC (RLS) "**Consistency Letter**" request for Construction & Operation of Renewable Energy (Biofuel) Facility at 1680 Dixon Airline Road, Augusta, Georgia. Also, authorize Augusta Engineering & Environmental Services Director providing requested “Consistency Letter” (draft Letter attached) to RLS. Requested by Engineering. **(Approved by Engineering Services Committee August 8, 2023)**

ADMINISTRATIVE SERVICES

- 34.** Motion to **approve** the lease between Augusta, Georgia and the Downtown Development Authority of Augusta-Richmond County for property located at 600 Broad Street. **(Approved by Administrative Services Committee August 8, 2023)**

- 35.** Motion to **approve** Housing and Community Development Department's (HCD's) request to enter into agreement for Consultant Services with Point To Point Environmental for the Acquisition of one (1) Historic property located at 2403 Mount Auburn Street. (**Approved by Administrative Services Committee August 8, 2023**)
- 36.** Motion to **approve** HCD's request to enter into a service agreement with The Environmental Institute for one (1) Instructor to administer a Lead Worker and Renovation, Repair, and Paint (RRP) course. (**Approved by Administrative Services Committee August 8, 2023**)
- 37.** Motion to **approve** tasking the Administrator with scheduling a work session to explore the creation of an environmental justice ordinance with necessary staff and associated parties participating and to bring back a report at the second committee meeting in September. (**Approved by Administrative Services Committee August 8, 2023**)
- 38.** Motion to **ratify** the submission of the GICH Application on behalf of the Augusta by the Housing and Community Development Department.

PUBLIC SAFETY

- 39.** Motion to **award** Bid Item 23-164 Interior & Exterior Renovations at Fire Logistics Warehouse to Tyco Construction & Industrial Services, Inc. in the amount of \$42,658.63. (**Approved by Public Safety Committee August 8, 2023**)
- 40.** Motion to **accept** the FY 2022 Assistance to Firefighters Grant \$788,734.79 from FEMA, utilize Fire Department Fund Balance for 10% match and authorize the mayor to sign all appropriate documentation. (**Approved by Public Safety Committee August 8, 2023**)
- 41.** Motion to **accept** FY2022 Emergency Management Performance Grant (EMPG) in the amount of \$45,000. (**Approved by Public Safety Committee August 8, 2023**)
- 42.** Motion to **approve** the acceptance of a \$53,550 BOOST Grant from the Georgia Department of Education. (**Approved by Public Safety Committee August 8, 2023**)

PETITIONS AND COMMUNICATIONS

- 43.** Motion to **adopt** Amendment 4 to the Georgia Municipal Employees Benefits System Master Plan Documents to conform with the action taken by the GMEBS Board of Trustees on December 2, 2022. (**Approved by the Pension Committee May 16, 2023**)
- 44.** Motion to **approve** the minutes of the regular meeting of the Commission held August 1, 2023 and Special Called Meeting held August 8, 2023.

APPOINTMENT(S)

- 45.** Motion to **approve** the appointment of Mr. Charles Black to the Augusta Public Transit's Citizen Advisory Committee representing District 10.
- 46.** Motion to **approve** the appointment of Ms. Heather Morales to the Augusta Public Transit Citizens Advisory Committee representing District 1.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 47-54)

PUBLIC SERVICES

- 47.** Presentation of the Draft Comprehensive Plan to the Augusta Commission.

PUBLIC SERVICES

- 48.** Direct Planning and Zoning to increase the size of rezoning/zoning signs. **(Requested by Commissioner Mason)**

ADMINISTRATIVE SERVICES

- 49.** Motion to **approve** RFP 23-850 Professional Services for Executive Recruiting Services to Developmental Associates, LLC in the amount of \$31,750. **(No recommendation from Administrative Services Committee August 8, 2023)**
- 50.** Discuss FY2021 Choice Neighborhood Planning Grant. **(Requested by Commissioner Bobby Williams)**

ENGINEERING SERVICES

- 51.** Discussion of cutting schedule for easements, ditches, and drains. **(Requested by the Mayor's Office)**

FINANCE

- 52.** Motion to **approve** Resolution by Augusta – Richmond County Commission to approve plan of financing and the issuance of the Bonds from time to time in one or more series by the Authority for the benefit of Wellstar Health System in an aggregate principal amount currently estimated at not to exceed \$275,000,000
- 53.** Motion to **approve** funding to replace irrigation system for the entire length of Henry Street. **(Requested by Commissioner Catherine McKnight)**

LEGAL MEETING

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



Commission Meeting

August 15, 2023

Years of Service

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! 2023 July 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

Item A.

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

August 3, 2023

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 **July 2023**, 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:

FIRST	LAST	DEPARTMENT	YOS
MICHAEL	DAVIS	SHERIFF'S OFFICE	25
TOMMY	DOUGHERTY	ENGINEERING	50

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for **Tuesday, August 15, 2023**, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. **All 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, August 11, 2023, 12:00 Noon**. Your support and cooperation is 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

August 15, 2023

Presentation to Raven Allen

Department:	N/A
Presenter:	N/A
Caption:	Presentation of Proclamation to Raven Allen relative to her attending the Special Olympics. (Requested by Mayor Garnett Johnson)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**Commission Meeting**

August 15, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Lyn Cobbett regarding her state of homelessness and disability.
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



Commission Meeting

August 15, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. R. John Ennis regarding Food Truck in Downtown 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



Commission Meeting

August 15, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Moses Todd regarding the Citizens City Cemetery Committee and Ed Matthews friends of Cedar Grove on the next available agenda, to address cemetery needs. Including road capital outlet SPLOST 8 600,000.
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



Commission Meeting

August 15, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Nike Meyer regarding instant runoff voting.
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



Commission Meeting

August 15, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Dan Scott regarding landscape, grounds keeping and technician apprenticeship program.
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



Commission Meeting

August 15, 2023

Item Name: Final Plat S-981

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Final Plat - S-981</u> – A request for concurrence with the Augusta Planning Commission to APPROVE Townhomes at Diamond Lakes – A petition by Southern Partners on behalf of Coel Beazley Homes requesting final plat approval for Townhomes at Diamond Lakes, located at 1000 Rosendale Drive, containing 37 townhomes. Tax Map #166-3-001-00-0. (Reviewing agency approval 7/31/2023) DISTRICT 4
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approval
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT**

Case Number: Final Plat – Townhomes at Diamond Lakes, S-981

Hearing Date: Monday, August 7, 2021

Applicant: Southern Partners

Property Owner: Coel-Beazley

Address of Property: 1000 Rosendale Drive

Tax Parcel #: 166-3-001-00-0

Number of Lots: 37

Commission District: 5 (A. Mason) **Super District:** 9 (F. Scott)

Fort Gordon Notification Required: No



Commission Meeting

August 15, 2023

Item Name: Final Plat S-984

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Final Plat - S-984</u> – A request for concurrence with the Augusta Planning Commission to approve Wedgewood Subdivision - A petition by Echols Land Surveying on behalf of Jacob Wilkerson requesting final plat approval for Wedgewood Subdivision (Formerly Peach Orchard Tract) located at 3810 Peach Orchard Road, containing 74 lots. Tax Map #181-1-001-00-0 (Project bonded 7/31/2023) District 6.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approval
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT**

Case Number: Final Plat – Wedgewood, S-984

Hearing Date: Monday, August 7, 2021

Applicant: Echols Land Surveying

Property Owner: Land to Lots LLC

Address of Property: 3810 Peach Orchard Road

Tax Parcel #: 181-1-001-00-0

Number of Lots: 74

Commission District: 6 (T. Lewis) 10 (W. Guilfoyle)

Fort Gordon Notification Required: No

[illegible][illegible]

Prepared for:
LAND TO LOTS LLC
90 NORTH TOWER DRIVE
IRMO, SOUTH CAROLINA
803-240-3822



WEDGEWOOD
Food Part of Survey has

PROPERTY LOCATED IN WEST ARIZONA
COUNTY, ARIZONA COUNTY



Commission Meeting

August 15, 2023

Item Name: Z-23-28

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-28</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with the conditions a petition by Pace Living, LLC on behalf of Hospitality Augusta LLC requesting a rezoning from zone LI (Light Industrial) to zone R-3C (Multiple-family Residential) affecting property containing approximately 6 acres located at 210 Reservation Way. Tax Map #068-0-128-00-0. DISTRICT 5
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Conversion of the hotel to apartments shall be limited to a total of 150 studio apartments. 2. If a Traffic Study is required by the Transportation Engineer, the applicant shall submit one to the Traffic Engineer prior to submittal for site plan approval for the conversion of the hotel rooms to apartments and shall comply with the requirements of the Augusta Transportation Engineer as applicable. 3. The applicant shall agree that upon obtaining ownership of the property they shall execute an ingress/egress easement agreement with Hillpointe, LLC, for the apartment complex adjacent to the east. Said egress/egress easement agreement shall be recorded in the Clerk of Superior Courts Office. A copy of said recorded agreement shall be submitted to the Planning and Development Department prior to submittal for site plan approval for the conversion of the structure into apartments. 4. The reuse of the existing hotel into studio apartments will require site plan approval and shall be obtain in compliance with Site Plan Regulations of Augusta, Georgia prior to the issuance of any building permits for the property. 5. The development of apartments from hotel rooms shall obtain all applicable building permits and comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia at the time of construction. 6. Final exterior architectural feature design shall be subject to approval by Planning & Development's Development Services Manager, Deputy Director, or Director.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-28

Hearing Date: August 7, 2023 continued from July 5, 2023

Applicant: Pace Living, LLC

Property Owners: Hospitality Augusta, LLC

Address of Properties: 210 Reservation Way, Augusta, GA 30307

Tax Parcel #: 068-0-128-00-0

Present Zoning: LI (Light Industrial)

Commission District: 5 (B. Williams)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Comprehensive Zoning Ordinance
Rezoning from LI to R-3C	Multi-family Studio Apartments	Section 18

Summary of Request:

The applicant requests to rezone the property from LI (Light Industrial) to R-3C (Multiple-Family Residential) consisting of approximately 6.1 acres. The property is at the northeast corner of the intersection of Reservation Way and Leyland Place. The purpose of the rezoning is to convert the existing hotel of 150 rooms into studio apartments. Residential uses are not allowed in LI (Light Industrial) zoning districts, therefore requiring a rezoning of the property.

Comprehensive Plan Consistency:

The 2018 Comprehensive Plan identifies the property as being in the Belair Character Area. The vision for the Belair Character Area is to maintain the suburban pattern of low and medium density residential development already established in the area and that Interstate interchanges, frontage roads, and other identified nodes be the home to new commercial and light industrial/warehousing development.

Findings:

1. There are no previous zoning cases on file for the property.
2. The existing hotel is currently connected to the public potable water and public sanitary sewer systems that run along the right-of-way of Reservation Way.
3. Reservation Way and Leyland Place are identified as local roads on the GDOT Functional Classification Map, 2017. There are no public transit routes or transit stops located within a half a mile of the property.
4. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
5. According to the Augusta-Richmond County GIS Wetlands Layer there are no jurisdictional wetlands located on the property.
6. Properties to the north, south and west are zoned LI (Light Industrial) with an electrical substation adjacent to the north, a hotel across Reservation Way to the south, and a convenient store/gas station across Leyland Place to the west. The properties adjacent to the east were recently rezoned to R-3B at the end of 2022, for a large apartment complex.
7. The conversion of the hotel into studio apartments will create a residential density of 24.5 dwelling units per acre.
8. Rezoning the property to R-3C (Multiple-Family Residential) is required to meet the residential density requirements in the Comprehensive Zoning Ordinance for the proposed development.
9. The property currently has three ingress/egress points on Reservation Way and one on Leyland Place.
10. The conversion of the existing hotel building into 150 studio apartments will meet the setback requirements required in R-3C zoning.
11. The conversion to 150 studio apartments will require a minimum of 225 parking spaces. The existing hotel has 229 parking spaces and will not require the creation of any additional parking spaces.
12. The amenities the applicant is proposing to provide for this conversion are a pool, picnic area, fitness center, laundry, and more.
13. The property adjacent to the east was rezoning at the end of last year (Z-22-43, Hillpointe, LLC) for an apartment complex. One of the conditions for the approval of that rezoning requires them to obtain an ingress/egress agreement with the owners of this property to provide emergency access to the apartments as proposed in their application. At the time of this report this has not been completed. The applicant has been in conversation with Hillpointe, LLC and are working with them currently to execute the easement agreement once Pace-Living, LLC has obtained ownership of the property.
14. A Preliminary Traffic Impact Study has been submitted as requested by the Transportation Engineer and is under review by the Transportation Engineering Department.
15. At the time of completion of this report staff has not received any inquiries concerning this rezoning application.

Recommendation: The Planning Commission recommends **Approval** of this rezoning request with the following conditions.

1. Conversion of the hotel to apartments shall be limited to a total of 150 studio apartments.
2. If a Traffic Study is required by the Transportation Engineer, the applicant shall submit one to the Traffic Engineer prior to submittal for site plan approval for the conversion of the hotel rooms to apartments and shall comply with the requirements of the Augusta Transportation Engineer as applicable.
3. The applicant shall agree that upon obtaining ownership of the property they shall execute an ingress/egress easement agreement with Hillpointe, LLC, for the apartment complex adjacent to the east. Said egress/egress easement agreement shall be recorded in the Clerk of Superior Courts Office. A copy of said recorded agreement shall be submitted to the Planning and Development Department prior to submittal for site plan approval for the conversion of the structure into apartments.
4. The reuse of the existing hotel into studio apartments will require site plan approval and shall be obtain in compliance with Site Plan Regulations of Augusta, Georgia prior to the issuance of any building permits for the property.
5. The development of apartments from hotel rooms shall obtain all applicable building permits and comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia at the time of construction.
6. Final exterior architectural feature design shall be subject to approval by Planning & Development's Development Services Manager, Deputy Director, or Director.

Note: The 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 an oral recommendation at the hearing based on all the information available at that time.



Ramada Augusta Fort Gordon

HOTEL TO MULTIFAMILY CONVERSION
BUSINESS PLAN



PROJECT OVERVIEW

We will be converting the Ramada hotel into a multifamily property consisting of modern studio apartments. Our goal is to help revive the area and offer a unique rental experience.

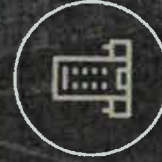
SHOW UP / START LIVING



All utilities are included and there is only one bill to pay: the rent. To add to the Pace Living experience, we offer our tenants a variety of amenities, including outdoor pool and picnic areas, a luxury fitness center, co-working spaces, a tenant lounge, a package delivery system, a laundry/library hall, and more.



Creating a multifamily community in the prime location of Fort Gordon will help to ease the Augusta's shortage of workforce housing and create the solution it needs. The prospective renters range from young professionals to military personnel. We can solve this problem by allowing this segment of the population to live in reasonably-priced homes, within a great community of like-minded individuals.



Thanks to the smaller size units and the property being newly renovated, our tenants will enjoy less maintenance issues. Also, having flexible leasing options and the cost for studio housing will typically rise less in inflationary periods due to the type and class of unit mix, is part of why our product stands out in the marketplace.

ASSET HIGHLIGHTS



Pace Village

- Location - Myrtle Beach, SC
- Units - 119
- Vintage - 2005
- Acquired - November 2021
- Purchase Price - \$8,200,000
- Stabilized Value - \$14,228,830
- Status (October 22) - 100% Occupancy (11-month Stabilization)



Pace View I

- Location - Myrtle Beach, SC
- Units - 68
- Vintage - 1968
- Acquired - November 2021
- Purchase Price - \$4,000,000
- Stabilized Value - \$7,921,320
- Status (October 22) - 100% Occupancy (11-month Stabilization)



Pace View II

- Location - Myrtle Beach, SC
- Units - 68
- Vintage - 1969
- Acquired - November 2021
- Purchase Price - \$4,000,000
- Stabilized Value - \$8,198,080
- Status (October 22) - 100% Occupancy (11-month Stabilization)

ASSET HIGHLIGHTS



Pace Landing

- Location - Charleston, SC
- Units - 130
- Vintage - 1977
- Acquired - January 2022
- Purchase Price - \$4,000,000
- Stabilized Value - \$15,730,000
- Status (October 22) - Full Rehab Completed



Pace Corners

- Location - Augusta, GA
- Units - 75
- Vintage - 1975
- Acquired - October 2022
- Purchase Price - \$2,800,000
- Stabilized Value - \$6,288,780
- Status (October 22) - Rehab (gut renovation)



Pace Leaf

- Location - Conway, SC
- Units - 27 (Phase 2 - 65 Additional Units)
- Vintage - New Development
- Acquired - March 2021
- Project Cost - \$6,354,814
- Stabilized Value - \$9,016,000
- Status (October 22) - Land Development

The Augusta Chronicle

Condemned Gordon Highway Inn to undergo renovations, become 75-unit apartment complex

Miguel Lopez
Augusta Chronicle

Published 2:12 p.m. ET Oct. 10, 2022 | Updated 7:58 a.m. ET Oct. 11, 2022

How this story View comments



Gordon Highway Inn on Wednesday, Oct. 10, 2022. Part of the Gordon Highway Inn was condemned in 2018 as a part of a redevelopment project. The building is now being converted into low-income apartments. (Miguel Lopez/Augusta Chronicle) USA TODAY NETWORK

An abandoned motel with a checkered past on Gordon Highway is getting a new look, a new purpose and new life.

The defunct Extended Stay Augusta motel at 1520 Gordon Highway, formerly known as Gordon Highway Inn, is being redeveloped into a new apartment complex called Pace Corners.

The \$2 million renovation project involves a thorough gutting of the interior down

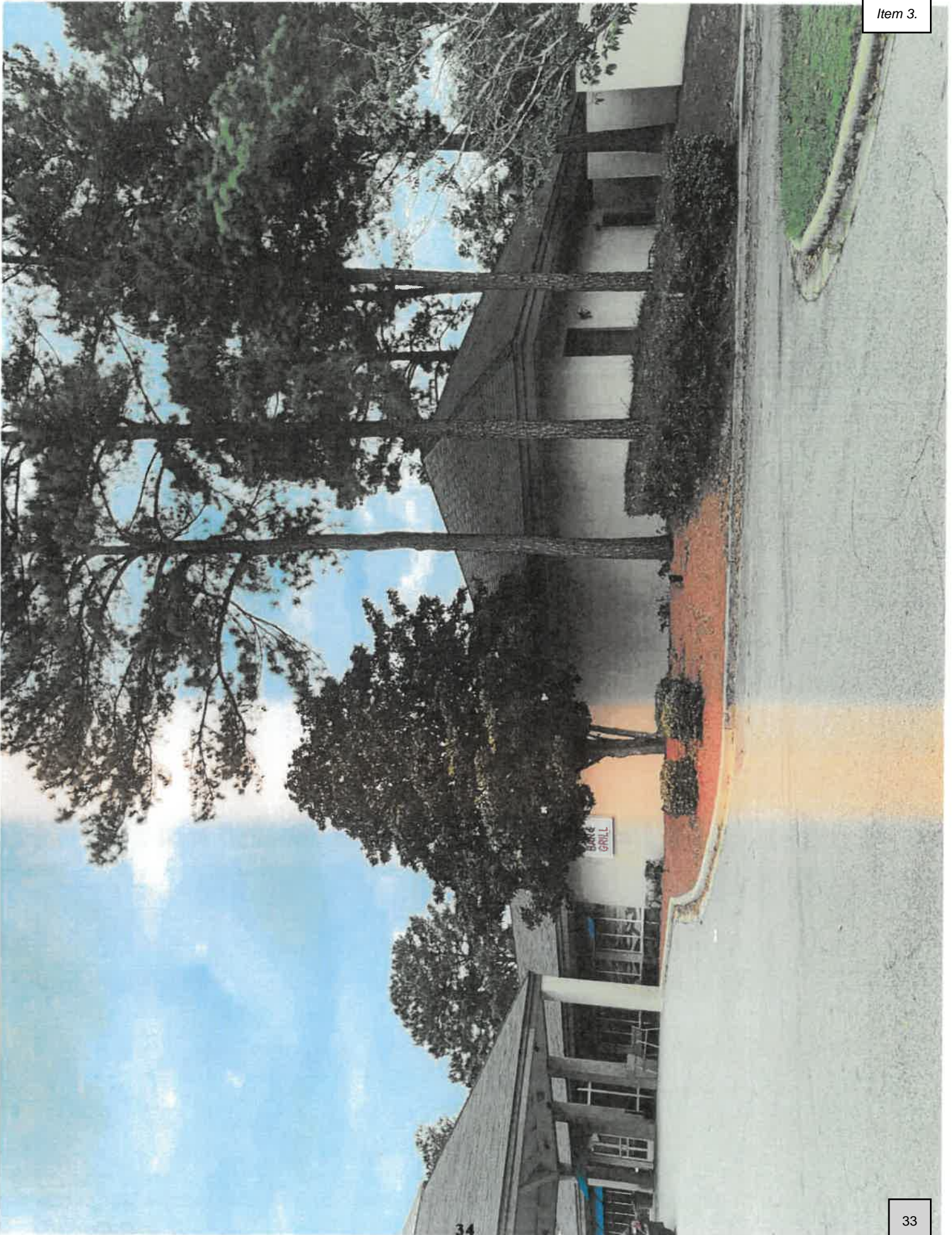
NHD Capital this week gave a better look at their affordable housing project underway in Augusta.

The firm's president, Roy Assaf, provided design renderings via email of their new apartment complex, Pace Corners, which is being built out of the bones of the defunct Extended Stay Augusta motel at 1520 Gordon Highway, formerly known as Gordon Highway Inn.

Inn to get new life: Condemned Gordon Highway Inn to undergo renovations, become 75-unit apartment complex

Redevelopment pause: Weed School in Augusta's Sand Hills back on the market, priced at almost \$1.3 million





FACADE - BEFORE



35

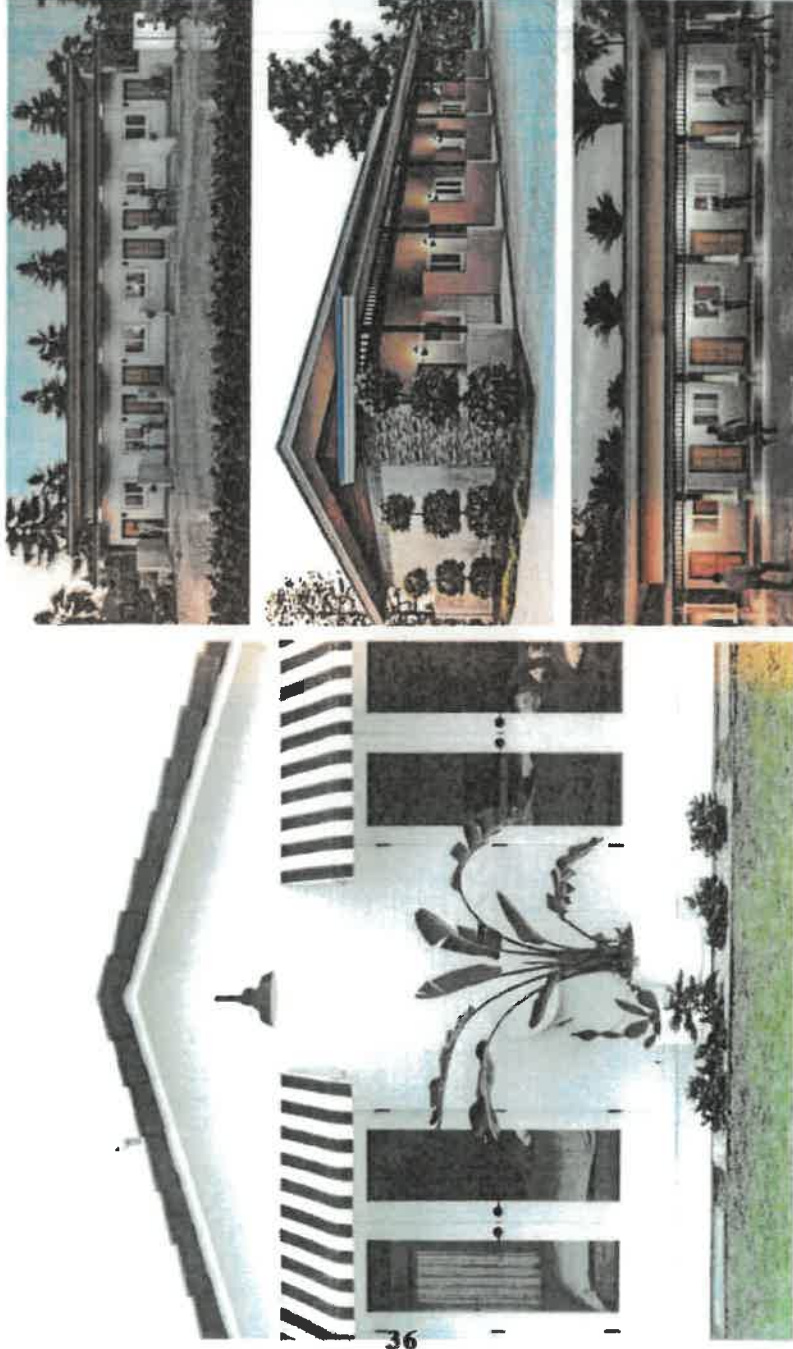


Archie Bolden

RAMADA INN | DESIGN CONCEPT | REV A | JULY 2023

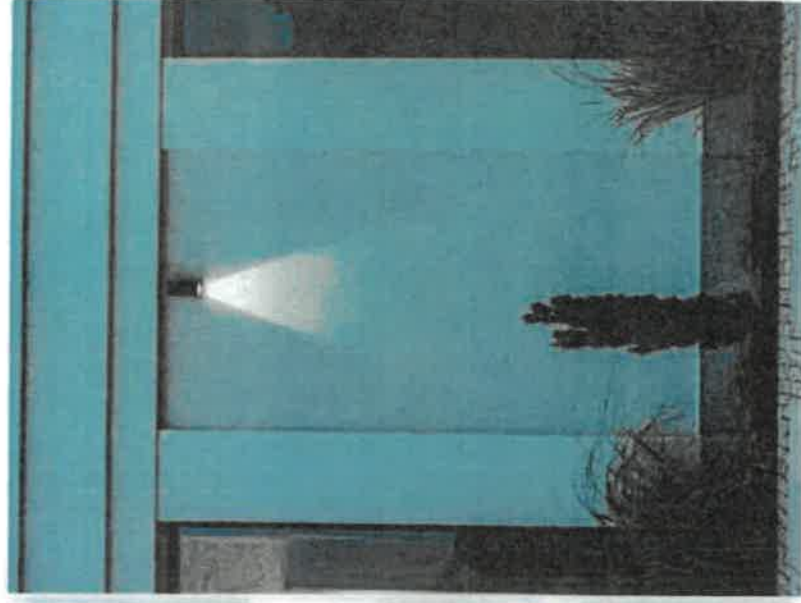
Item 3.

FACADE - AFTER



36

Archie Bolden



RAMADA INN | DESIGN CONCEPT | REV A | JULY 2023

Item 3.

LANDSCAPING



Archie Bolden

RAMADA INN | DESIGN CONCEPT | REV A | JULY 2023

PATIO



38

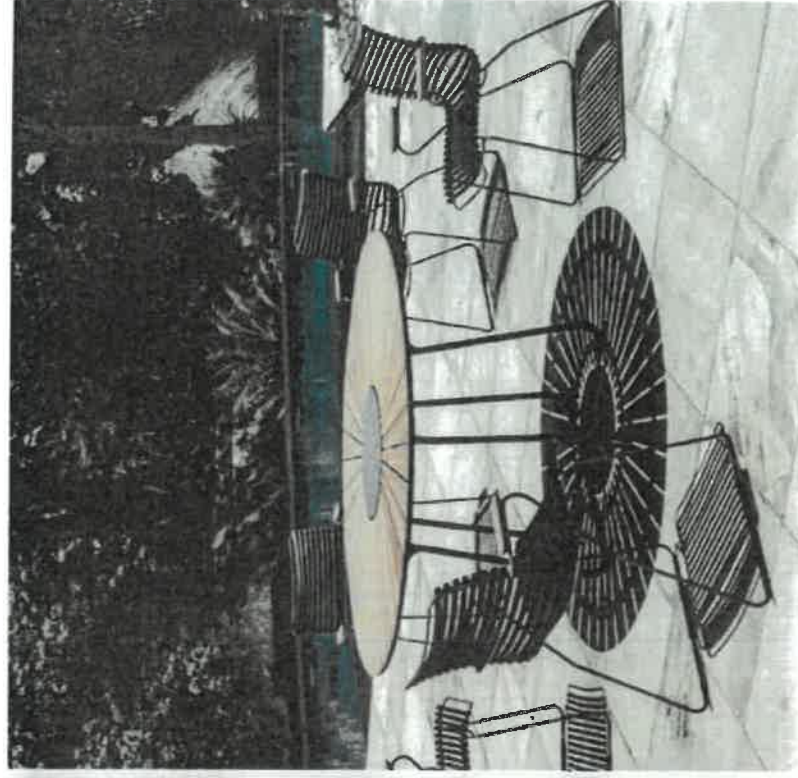
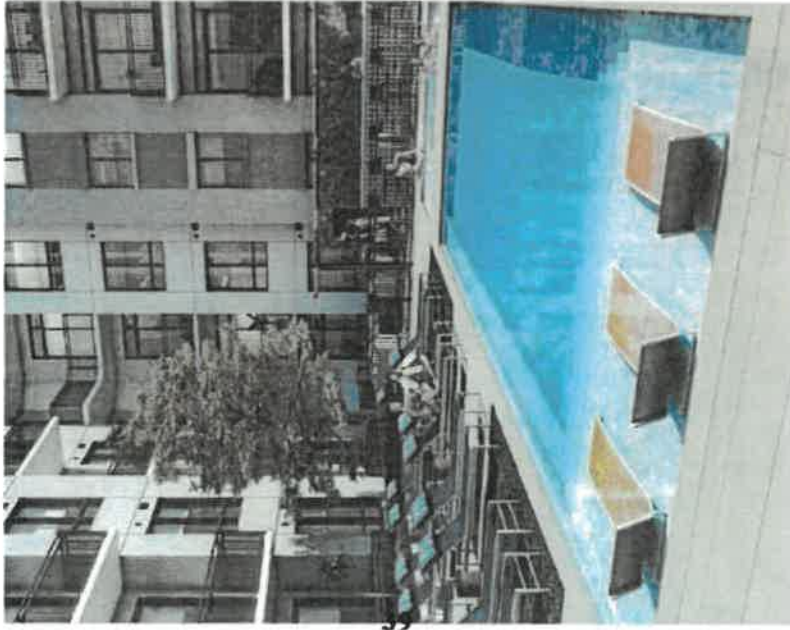


Archie Bolden

RAMADA INN | DESIGN CONCEPT | REV A | JULY 2023

Item 3.

POOL



Archie Bolden

RAMADA INN | DESIGN CONCEPT | REV A | JULY 2023

Item 3.



Planning Commission
Z-23-28
August 7, 2023
210 Reservation Way

Aerial

Legend

 Parcel of Interest



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/17/2023 bb21255

Augusta, GA Disclaimer

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0 200 Feet

Item 3.



Request: A Change of Zoning from Zone R-3C (Multiple-family Residential) affecting property containing approximately 6 acres located at 210 Reservation Way.

Name: Pace Living, LLC on behalf of Hospitality Augusta LLC
File: 068-0-128-00-0

Planning Commission
Z-23-28
August 7, 2023

210 Reservation Way

Current Zoning

Legend

Parcel of Interest

Zoning
Classification

A: Agriculture

B-2: General Business

LI: Light Industry

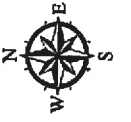


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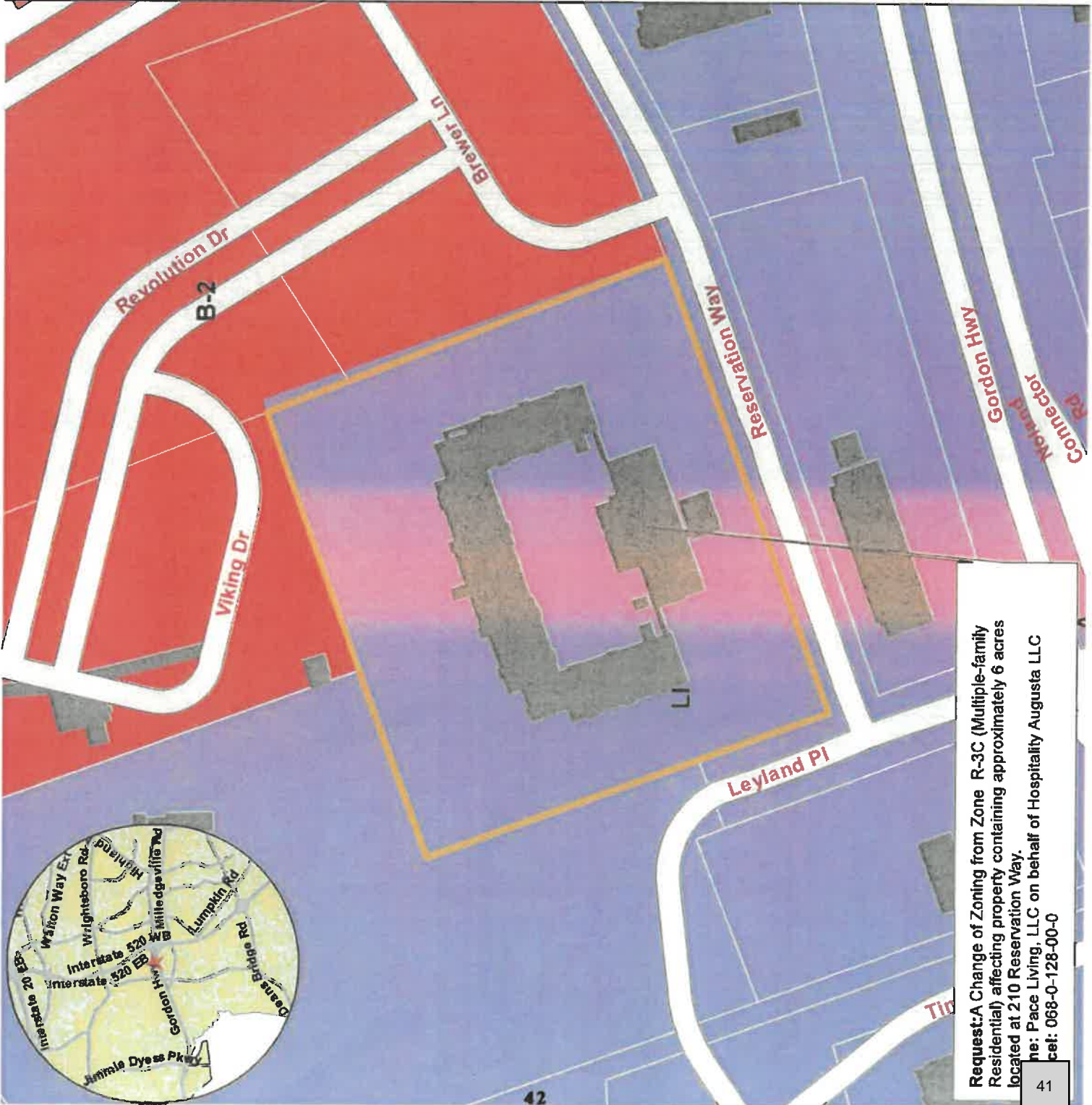
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Item 3.



0 200 Feet



Request: A Change of Zoning from Zone R-3C (Multiple-family Residential) affecting property containing approximately 6 acres located at 210 Reservation Way.
Requester: Pace Living, LLC on behalf of Hospitality Augusta LLC
Contact: 068-0-128-00-0

Planning Commission
Z-23-28
August 7, 2023

210 Reservation Way

Future Zoning

Legend

Parcel of Interest

Zoning
Classification

A: Agriculture

B-2: General Business

LI: Light Industry

R-3C: Multiple-Family
Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/17/2023 bb21255

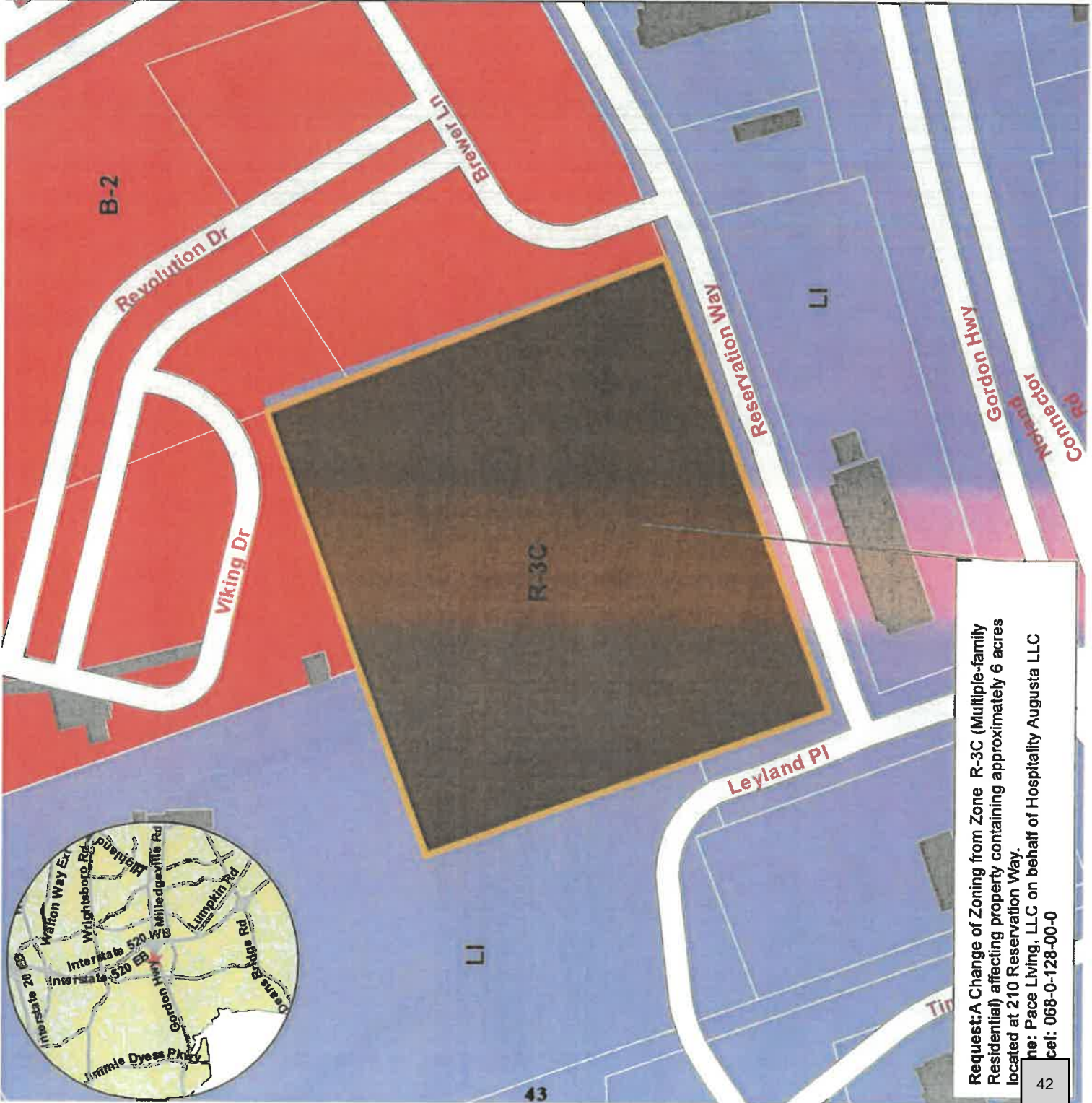
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0 200 Feet

Item 3.





Commission Meeting

August 15, 2023

Item Name: Z-23-30

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-30</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with the conditions a petition by Vivian Butler on behalf of Troy & Tonda Booker requesting to amend conditions adopted with rezoning application Z-12-72 for zone B-2 (General Business) affecting properties containing approximately 0.31 acres located at 1101 Eleventh Street, 1108 Hopkins Street and 1102 Pine Street. Tax Map #046-4-599-00-0, 046-4-600-00-0 & 046-4-579-00-0. DISTRICT 1
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The only use of the property shall be the requested child daycare/ learning center and the transportation service that was part of Z-12-72 or those uses allowed in the B-1 (Neighborhood Business) Zone. 2. Should the uses operate simultaneously they cannot operate out of the same building and shall be separated from each other by a solid board fence. 3. All required State and local business licenses and permits must be in place prior to opening and be maintained for the duration of the business. 4. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property. 5. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-30

Hearing Date: Monday, August 7, 2023 (Continued from July 5, 2023)

Applicant: Vivian Butler

Property Owner: Troy & Tonya Booker

Address of Property: 1101 Eleventh St., 1108 Hopkins St., & 1102 Pine St., Augusta, GA 30901

Tax Parcel #: 046-4-599-00-0; 046-4-600-00-0; & 046-4-579-00-0

Present Zoning: B-2 (General Business) amend conditions of Z-12-72

Commission District: 1 (J. Johnson)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: No

Request	Proposed Use/Activity	Applicable Comprehensive Zoning Ordinance Section
Amend conditions from Z-12-72	Establish a Child daycare and learning center	Section 22

Summary of Request:

This petition involves 3 parcels identified as 1101 Eleventh Street, 1108 Hopkins Street, and 1102 Pine Street totaling 0.31 acre located along Hopkins Street between Eleventh and Pine Streets. Z-12-72 was approved in December 2012 for the three parcels. This approval was subject to the following conditions:

1. That the only use of the property be a transportation service as described by the petitioner in his testimony before the Planning Commission or those uses allowed in an R-1C (One-family Residential) Zone for properties located at 1102 Pine Street and 1108 Hopkins Street and P-1 (Professional) Zone for properties located at 1101 Eleventh Street and
2. The existing chain link fence be fitted with dark colored translucent material known commercially as windscreen or privacy screen.

The applicant is petitioning to amend the rezoning conditions placed on the property for use as a child daycare and learning center. The owner of the property, the applicant's sister, requests retaining the option of the transportation service as conditioned in Z-12-72 along with allowing the proposed use.

Comprehensive Plan Consistency:

The property is in the Old Augusta Character Area which predates consolidation of the city and county. Most neighborhoods were developed prior to World War II and reflect the major characteristics of so-called traditional neighborhoods. These characteristics include small and irregular-shaped lots, a wide variety of housing types, medium-density residential development, access to public transit, sidewalks and street trees, buildings close to or at the front of the property line, narrow setbacks between buildings, neighborhood-scale businesses, and civic and institutional uses scattered throughout the area.

Findings:

1. The surrounding area includes a mix of vacant and occupied single-family residences and professional zoning classifications and land uses.
2. The three parcels that made up Z-12-72 were approved for the transportation business that was the subject of that zoning petition.
3. B-2 zoning and land uses are located along the Laney Walker Blvd. corridor approximately 300 ft. south of the subject properties.
4. The property is currently being served by public water and sewer.
5. Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, classifies Eleventh, Hopkins and Pine Streets as minor local streets.
6. The pyramid zoning system in Augusta permits child daycare and learning centers beginning in the B-1 (Neighborhood Business) zone.
7. The information submitted with this application indicates the existing 1,836 sq. ft. building will be utilized to provide childcare and after-school care to local families.
8. A concept plan has been provided indicating the location off-street parking spaces, a drop off/pick up area, and a fenced play area on the subject parcels.
9. The Zoning Ordinance requires parking for day cares centers at 1 space per 4 children at maximum occupancy. Occupancy is determined by the Augusta Fire Dept.
10. The owner of the property requests retaining the option of the transportation service as conditioned in Z-12-72 along with allowing the proposed use. There currently is no plan to operate both businesses at the same time.
11. According to the Augusta-Richmond County GIS Layer there are no Special Flood Hazard Areas or wetlands located on the property.
12. At the time of completion of this report staff has not received any inquiries concerning this rezoning application.

Recommendation: The Planning Commission recommends **APPROVAL** of the rezoning request with the following conditions:

1. The only use of the property shall be the requested child daycare/ learning center and the transportation service that was part of Z-12-72 or those uses allowed in the B-1 (Neighborhood Business) Zone.
2. Should the uses operate simultaneously they cannot operate out of the same building and shall be separated from each other by a solid board fence.
3. All required State and local business licenses and permits must be in place prior to opening and be maintained for the duration of the business.

4. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.
5. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, 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.

Letter of Intent for the Purpose of Rezoning

May 18, 2023

**Dept. Of Planning and Dev.
Planning Division
535 Telfair Street, Ste 300
Augusta, GA 30901
Ref: Remove zoning cond.**

I have found a great location for the purpose of a long-term dream of mine which is a Christian Learning Academy, a Daycare that is designed with the future of our youth as the main mission. After viewing 1101 11th street, Augusta GA 30901, I have envisioned this location as the ideal structure for Kings and Queens Christian Academy, the name of our Center.

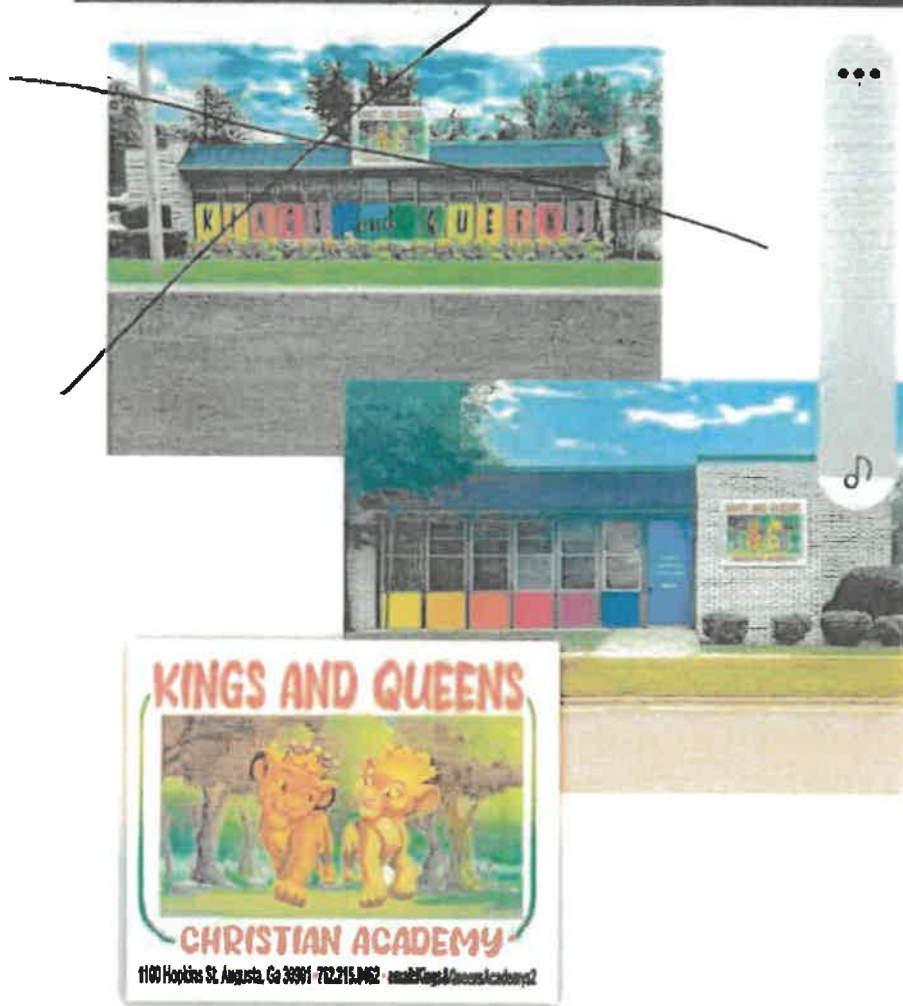
As the Director/Owner of Kings and Queens Christian Academy, I have contacted the owner of 1101 Eleventh street, and entertained a possible lease agreement, however during our discovery process we found that the initial zoning B2 is exactly what we need to start the process, but conditions were placed on this location which is the purpose of the request; to ask your committee to remove the conditions.

Our business would beautify this building and location downtown and bring life and accessibility for childcare services to families located in this growing area of new construction in the making, nurses and doctors less than 1 mile away, and the after school children with no where to go after leaving the Magnets schools nearby.

With an approval to remove conditions from 1101 Eleventh St, Augusta GA 30901 during this meeting I will be able to move forward with the other necessary steps to prepare this location for the Daycare in a timely manner avoiding any delays.

Thank for your time Sincerely,


Vivian Butler





Planning Commission
Z-23-30
August 7, 2023

1101 eleventh Street,
1108 Hopkins Street,
1102 Pine Street

Aerial
Legend
 Subject Property

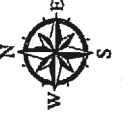


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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/25/2023 bb21255

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Item 4.



150 Feet

0




Request: Amend conditions adopted with rezoning application Z-12-72 for B-2 (General Business) with conditions affecting property containing approximately 0.31 acres at 1101 eleventh Street, 1108 Hopkins Street and 1102 Pine Street.
Name: Vivian Butler on behalf of Troy and Tonda Booker
tel: 046-4-599-00-0, 046-4-600-00-0, 046-4-579-00-0





Planning Commission
Z-23-30
August 7, 2023

1101 eleventh Street,
1108 Hopkins Street,
1102 Pine Street

Current Zoning
Legend

 Subject Property

Zoning Classification

-  B-2: General Business
-  P-1: Professional
-  PUD: Planned Unit Development
-  R-1C: One Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/25/2023 bb21255

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0 150 Feet

Item 4.



Request: Amend conditions adopted with rezoning application Z-12-72 for B-2 (General Business) with conditions affecting property containing approximately 0.31 acres at 1101 eleventh Street, 1108 Hopkins Street and 1102 Pine Street.
Name: Vivian Butler on behalf of Troy and Tonda Booker
Cell: 046-4-599-00-0, 046-4-600-00-0, 046-4-579-00-0



Commission Meeting

August 15, 2023

Item Name: Z-23-35

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-35</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with the conditions a petition by Robert Graham requesting a rezoning from zone A (Agricultural) to zone LI (Light Industrial) affecting property containing 4 acres out of a 9.53-acre tract located at 1650 Tobacco Road. Portion of Tax Map #158-0-005-15-0. DISTRICT 1
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 2. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development. 3. Truck parking, pumps, truck wash and ancillary services will not be visible on Tobacco Road.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-35

Hearing Date: Monday, August 7, 2023

Applicant: Robert Graham

Property Owner: Robert Graham

Address of Property: 1650 Tobacco Road, Augusta, Georgia 30906

Tax Parcel #: 158-0-005-15-0 (partial)

Present Zoning: A (Agricultural)

Commission District: 1 (Johnson)

Super District: 9 (Scott)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning (portion) from A to LI	Truck parking/service	Comprehensive Zoning Ordinance, Section 23

Summary of Request:

This rezoning request pertains to approximately 4.0 acres out of a 9.53-acre property in eastern Richmond County, located along Tobacco Road near its eastern terminus at Augusta Regional Airport. The applicant seeks to rezone the property for a High Caliber Trucking development.

Comprehensive Plan Consistency:

The property is located within the East Augusta Character Area. The 2018 Comprehensive Plan's vision for the East Augusta Character Area vision for this area is for new industry to be concentrated near the Augusta Regional Airport.

Findings:

1. There are no prior zoning actions associated with the subject property. However, recent rezonings (Z-20-32, Z-21-50, and Z-21-65) have been approved in proximity to the subject property; each of the previous rezonings was from A to LI.
2. The original 9.53 acre parcel was subdivided earlier this year creating this 4.0 acre parcel, which occupies a southern portion of the property not fronting Tobacco Road. However, a new tax parcel identification number has not yet be assigned to the property requesting the rezoning.
3. The property should be able to access municipal water and sewer lines.
4. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, Tobacco Road is a principal arterial road. The proposed site would front International Boulevard and Hartrich Road, each of which is classified as a local road.

5. Augusta Transit service does not reach the subject property.
6. According to the FEMA Flood Insurance Rate Maps (FIRM), there are no floodplains located on the property.
7. Per Augusta GIS data, there are no wetlands located on the property.
8. Site topography slopes slightly, from approximately 179 feet above sea level in the northwest corner of the property to 158 feet in the southeast corner.
9. All adjacent properties along the south side of Tobacco Road are zoned LI; property across Tobacco Road from the subject property is zoned A (Agriculture) but is owned by Augusta-Richmond County and operated by the Utilities Department.
10. The proposed rezoning request would be consistent with the 2018 Comprehensive Plan.
11. The site would provide an office building/shop, diesel pumps, truck wash, parking spaces, storm system (with proposed detention pond), and utility services. High Caliber Trucking would be situated along Hartrich Road in a southern portion of the existing parcel; the remainder of the property, fronting Tobacco Road, would retain A zoning.
12. At time of writing, staff have not received feedback from citizens pertaining to this request.

Recommendation: The Planning Commission recommends Approval of the rezoning request with the following conditions:

1. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
2. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
3. Truck parking, pumps, truck wash and ancillary services will not be visible on Tobacco Road.

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.

**JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS**

1206 Interstate Parkway * Augusta, GA 30909
Phone: 706-868-8803

LETTER OF INTENT

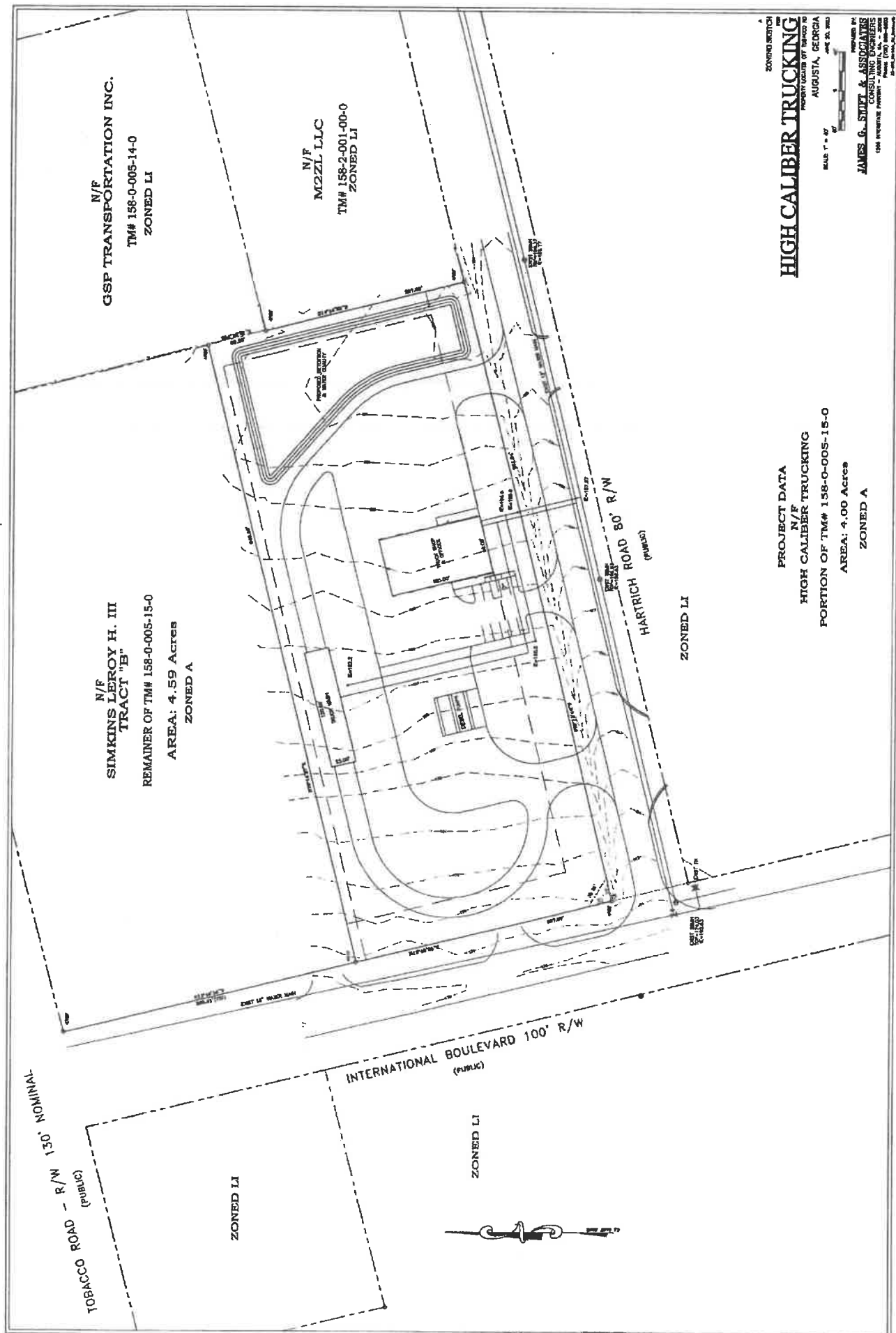
TO	Augusta Planning & Development
FROM	G.F. "Bo" Slaughter, PE RLS - President
DATE	JUNE 26, 2023
SUBJECT	1650 TOBACCO RD – PARCEL# 158-0-005-15-0

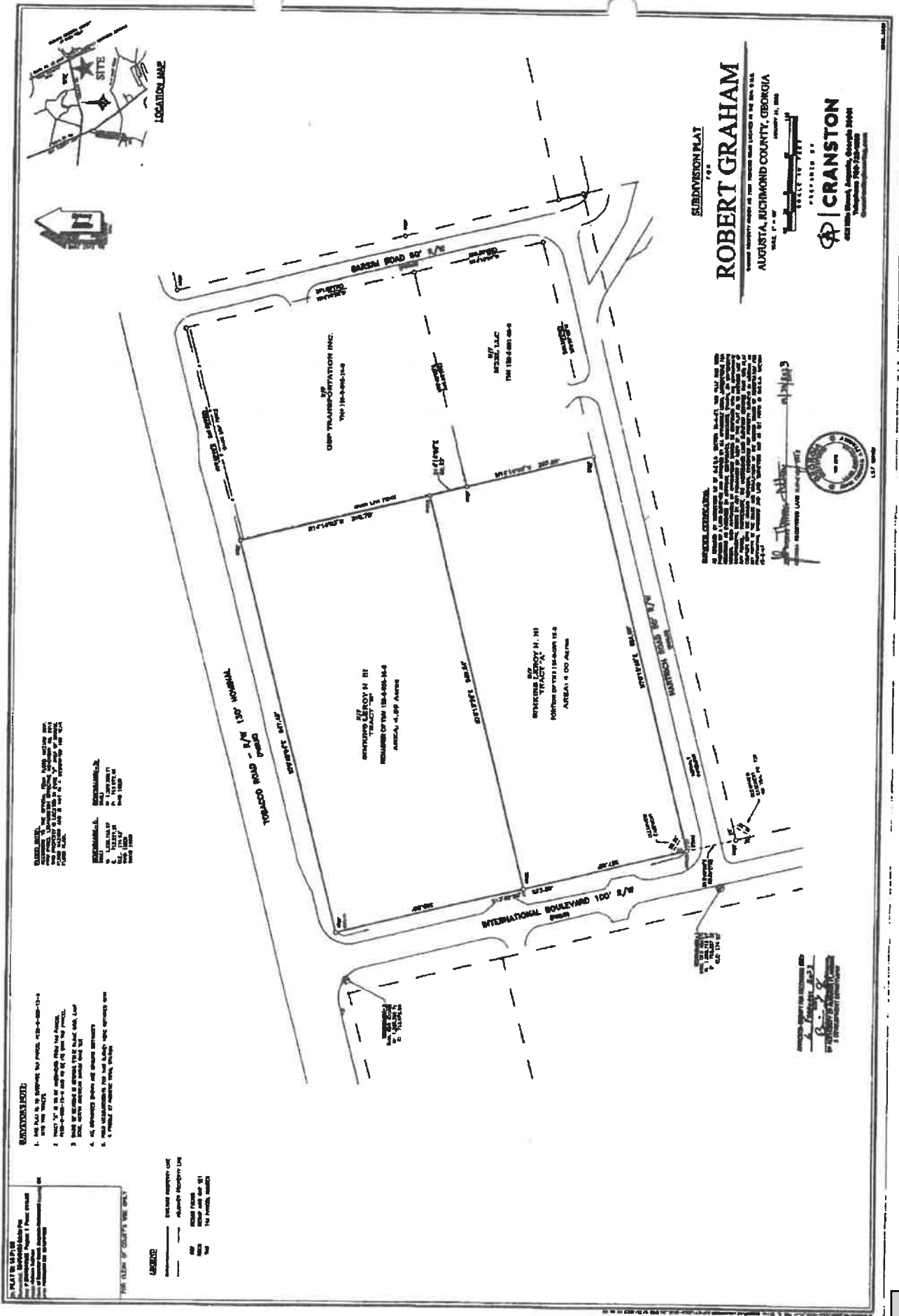
The site is currently an undeveloped wooded site.

The proposed use for this site will be for High Caliber Trucking. The improvements will consist of a shop/office building, diesel pumps, truck wash, parking spaces, storm system, and utility services. Stormwater will be handled in a proposed detention pond. The storm water quality to be provided by drop in filters, grass swale and grass filter strip for this site.

There are no known areas of downstream flooding near this site and no flood plain located hereon. There are no wetlands located on this site. The primary receiving water body is the Savannah River which is located 2 miles from the southeast corner of the site. No federal or state permits are required for this site improvement.

If you should have any questions or comments, please do not hesitate to call.







Augusta, GA



Augusta
GEORGIA

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Map Scale
1 inch = 200 feet
6/24/2023

Augusta, GA



Augusta
GEORGIA

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Map Scale
1 inch = 200 feet
6/24/2023

Planning Commission
Z-23-35
August 7, 2023
1650 Tobacco Road
Future Zoning

Legend

 Subject Property

Zoning Classification

 A: Agriculture
 LI: Light Industry



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/31/2023 bb21255

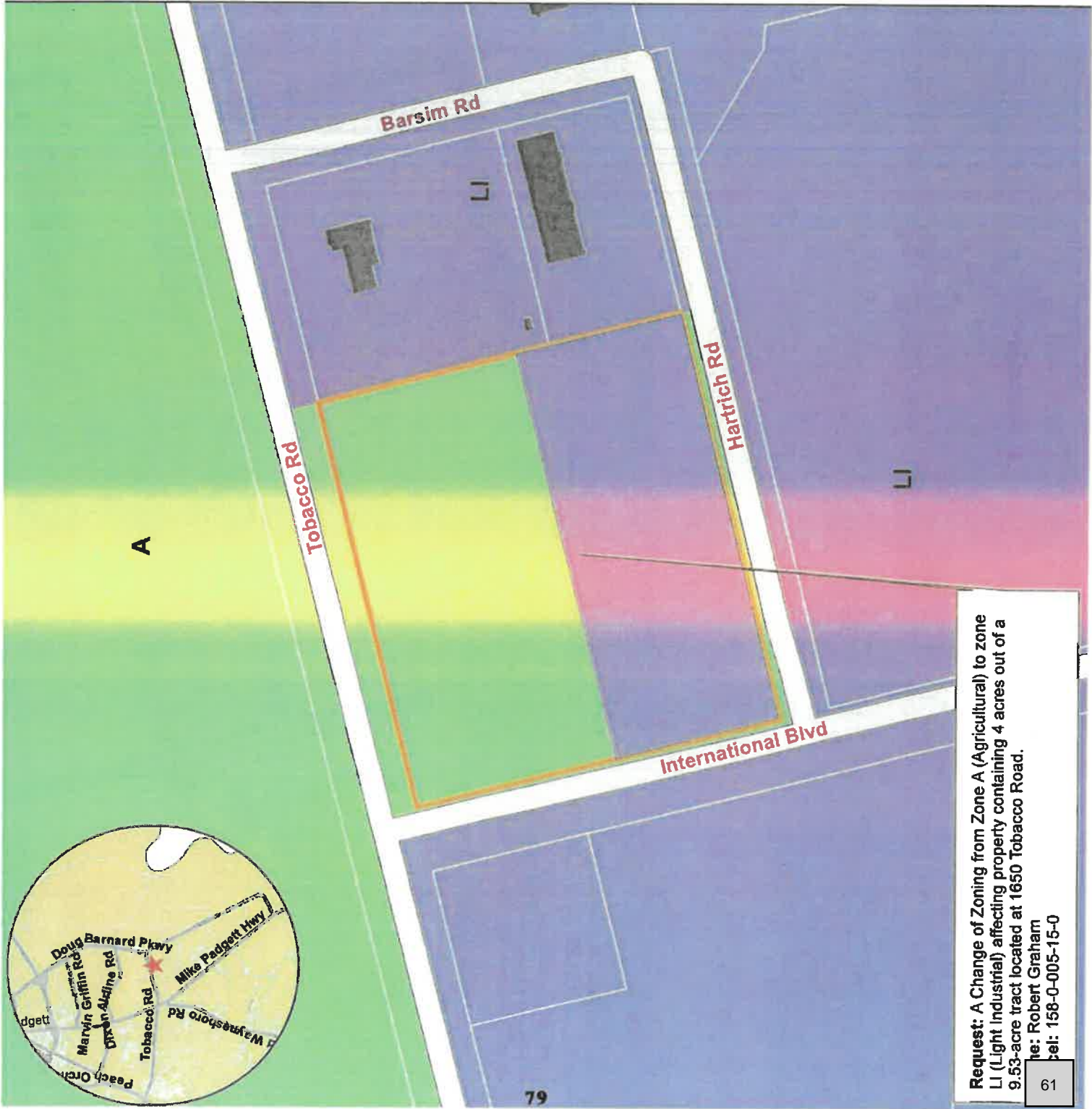
Augusta, GA Disclaimer

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Item 5.



0 200 Feet



Request: A Change of Zoning from Zone A (Agricultural) to zone LI (Light Industrial) affecting property containing 4 acres out of a 9.53-acre tract located at 1650 Tobacco Road.
Requester: Robert Graham
Phone: 158-0-005-15-0



Commission Meeting

August 15, 2023

Item Name: Z-23-36

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-36</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with the conditions a petition by Bonnie Gregory on behalf of Donna Williams & Gail Cawley requesting a rezoning from zone A (Agricultural) to zone B-2 (General Business) affecting property containing approximately 4.74 acres located at 3517 Wrightsboro Road. Tax Map #040-0-060-00-0. DISTRICT 3
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 2. The property shall comply with all development standards and regulations, including the Flood Damage Prevention Ordinance set forth by the City of Augusta-Richmond County, Georgia, at the time of development. 3. No materials will be stored in the front setback or in front plain view of the business
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-36

Hearing Date: Monday, August 7, 2023

Applicant: Bonnie Gregory

Property Owner: Donna Williams & Gail Cawley

Address of Property: 3517 Wrightsboro Road, Augusta, GA 30909

Tax Parcel #: 040-0-060-00-0

Present Zoning: A (Agriculture)

Commission District: 3 (C. McKnight)

Super District: 10 (W. Guilfoyle)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Ordinance Section(s)
Rezone from A (Agriculture) to B-2 (General Business)	Landscaping Business	Comprehensive Zoning Ordinance, Section 22

Summary of Request:

The applicant is requesting to rezone a 4.74-acre parcel from A (Agriculture) to B-2 (General Business). It is the intent of the applicants to move their already established landscaping business to the property.

Comprehensive Plan Consistency:

The property is located within the Belair Character Area. The 2018 Comprehensive Plan's vision for Belair Character Area is to maintain the existing suburban pattern of low and medium density residential development already established in the area and that Interstate interchanges, frontage roads and other identified nodes be the home to new commercial and light industrial/warehousing development. Quality Community Objectives listed, include the placement of appropriate business within the area, provide employment options, and encourage infill re-development.

Findings:

1. The property is located on the north side Wrightsboro Road between the intersection with Belair Road to the west and the intersection with Barton Chapel Road/Augusta West Parkway to the east.
2. There are no previous zoning cases on file for the property.
3. According to the Tax Assessor's Office, there is a 1,325 square foot house built in 1971 located on the property. The applicants state that the house will be removed prior to construction of the commercial facility.
4. The property can be served by public potable water as the system runs within the median of Wrightsboro Road.
5. Public sanitary sewer is available as there is a gravity main running across the northern portion of the property.
6. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, identifies this section of Wrightsboro Road as a major arterial street. There is a transit route and stop located within a half mile of the property.
7. According to the FEMA Flood Insurance Rate Maps (FIRM), the northern portion of the property is located within a Zone AE, Special Flood Hazard Area consisting of approximately 25% of the property.
8. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
9. The property is currently undeveloped with B-1 (Neighborhood Business) and R3-B (Multiple-family Residential) zoning to the north. Those properties have apartments and townhomes located on them. Rae's Creek separates the properties and there no structures to the north located within approximately 530 feet of the north property line. The properties to the east are zoned B-2 (General Business) with a self-storage business directly adjacent to the property. To the south across Wrightsboro Road properties are zoned B-2 (General Business), Agriculture (A) and B-1 (Neighborhood Business) with the agricultural zoned parcels direct across the street. The property to the west directly adjacent to the subject property is vacant with Agriculture (A) zoning and the parcels after that along Wrightsboro Road being zoned B-2 (General Business).
10. The change in zoning would be consistent with the 2018 Comprehensive Plan.
11. The conceptual site plan submitted with the application indicates a general retail sales type establishment consisting of 1,200 square feet of office space, and 5,000 square feet of warehousing with a fenced in staging/storage area located approximately 130 feet from the road right-of-way line of Wrightsboro Road.

Recommendation: The Planning Commission recommends **Approval** of the rezoning request with the following conditions:

1. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
2. The property shall comply with all development standards and regulations, including the Flood Damage Prevention Ordinance set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
3. No materials will be stored in the front setback or in front of business.

Note: The 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.


SOUTHERN PARTNERS, INC.

Engineering • Planning • Surveying

1233 Augusta West Parkway

Augusta, Georgia 30909

Phone: (706) 855-6000 Fax: (706) 869-9847

engineering@southernpartners.net

June 29, 2023

Ms. Amber Barron
 Zoning Technician Assistant
 535 Telfair Street – Suite 300
 Augusta, Georgia 30901

Re: Letter of Intent: Rezoning of land identified as Parcel #:040-0-060-00-0

Dear Mr. Boyd:

At the request of the petitioner and property owners listed on the included applications, I am requesting that the included rezoning applications be placed on the agenda Augusta Georgia Planning Commission's next scheduled meeting.

This rezoning is for the property located at 3517 Wrightsboro Road in Augusta, GA. The property is currently Zoned A (Agricultural) and it is being requested to be rezoning B-2 (General Business). It is the intent of the petitioner to purchase the property after rezoning occurs and move their business to this site.

If you have any questions regarding this project, please contact me by phone at 706-495-3636 or by email at dbanks@southernpartners.net.


Respectfully,

David Banks, P.E.
 Project Engineer

Planning Commission
Z-23-36
August 7, 2023
3517 Wrightsboro Road

Aerial

Legend

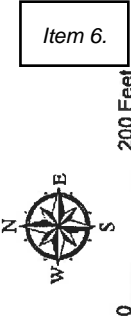
 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/17/2023 bb21255

Augusta, GA Disclaimer

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Item 6.



Request: A Change of Zoning from Zone A (Agricultural) to zone B-1 (Neighborhood Business) affecting property containing approximately 4.74 acres located at 3517 Wrightsboro Road.
Name: Bonnie Gregory on behalf of Donna Williams and Gail

View
cel: 040-0-060-00-0

Planning Commission
Z-23-36
August 7, 2023
3517 Wrightsboro Road

Current Zoning

Legend

Subject Property

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- LI: Light Industry
- R-3B: Multiple-Family Residential



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7/17/2023 bb21255

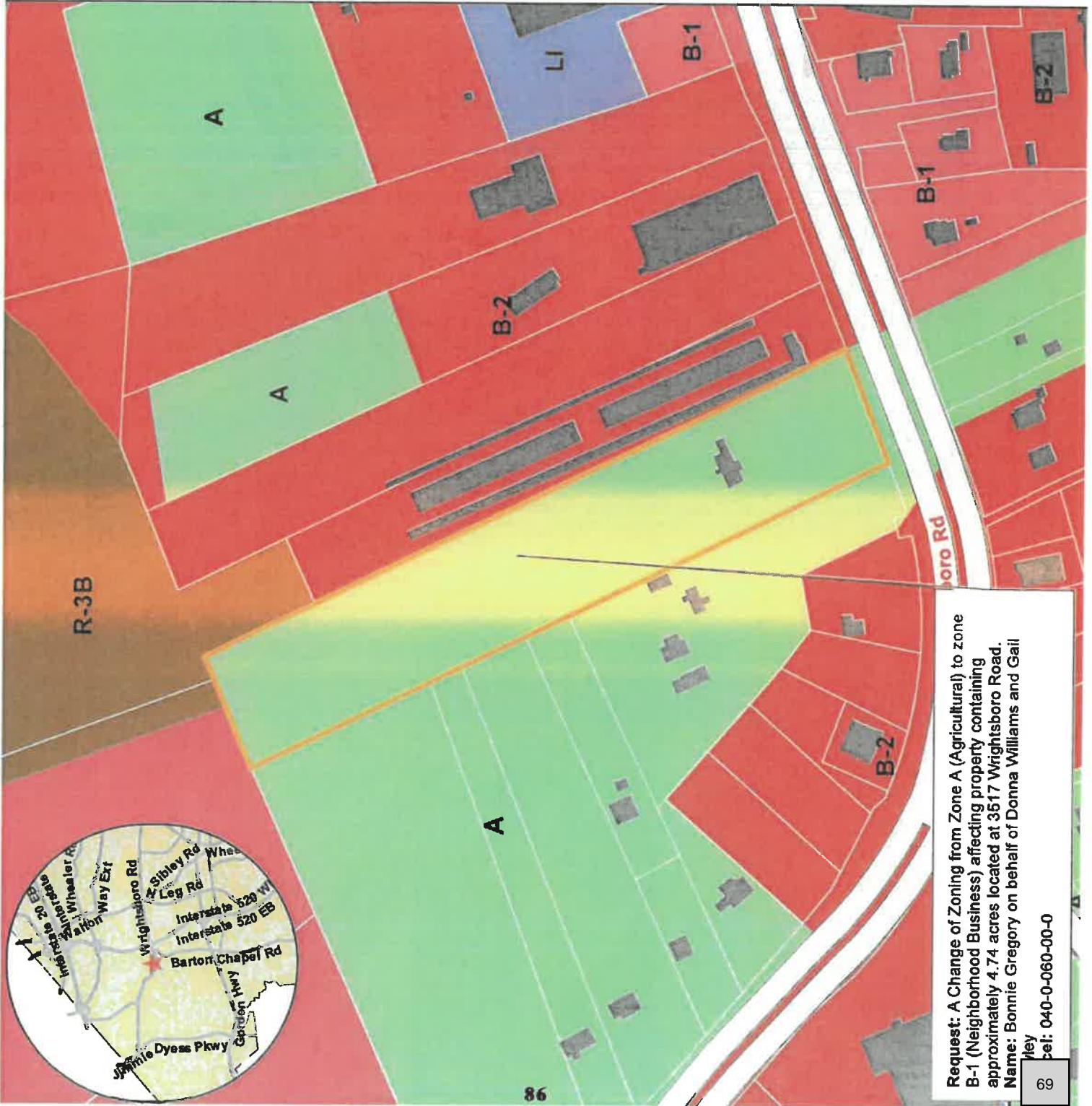
Augusta, GA Disclaimer

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0 200 Feet

Item 6.



Request: A Change of Zoning from Zone A (Agricultural) to zone B-1 (Neighborhood Business) affecting property containing approximately 4.74 acres located at 3517 Wrightsboro Road.
Name: Bonnie Gregory on behalf of Donna Williams and Gail


Key
Tel: 040-0-060-00-0

Planning Commission
Z-23-36
August 7, 2023

3517 Wrightsboro Road

Future Zoning


Legend


 Subject Property

Zoning Classification

 A: Agriculture

 B-1: Neighborhood Business

 B-2: General Business

 LI: Light Industry

 R-3B: Multiple-Family Residential



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
8/1/2023 bb21255

Augusta, GA Dickinson

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Item 6.



0 200 Feet



Request: A Change of Zoning from Zone A (Agricultural) to zone B-2 (Neighborhood Business) affecting property containing approximately 4.74 acres located at 3517 Wrightsboro Road.

Name: Bonnie Gregory on behalf of Donna Williams and Gail

May
cel: 040-0-060-00-0



Commission Meeting

August 15, 2023

Item Name: Z-23-37

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-37</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with the conditions petition by Drayton Parker Companies on behalf of DOC MOB Augusta III, LLC requesting a rezoning from zone A (Agricultural) and B-1 (Neighborhood Business) to zone B-2 (General Business) affecting property containing approximately 2.54 acres located at 3645-Wheeler Road. Tax Map #030-0-244-00-0. DISTRICT 3
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Approval of the rezoning request shall not constitute approval of the conceptual site plan submitted with the application. Site plan approval, in compliance with the Site Plan Regulations of Augusta, Georgia, is required prior to commencement of construction on the property. 2. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development. 3. No new access points shall be added along Medical Center Drive. 4. Auxiliary lanes will be added at the discretion of the Engineering Department. 5. All mature trees and landscaping shall be preserved. 6. The overall design and Site plan must comply with Augusta Traffic Engineering.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-37

Hearing Date: Monday, August 7, 2023

Applicant: Drayton Parker Companies

Property Owner: DOC MOB Augusta III, LLC

Address of Property: 3645 Wheeler Road, Augusta, Georgia 30909

Tax Parcel #: 030-0-244-00-0

Present Zoning: A (Agricultural) and B-1 (Neighborhood Business)

Commission District: 3 (McKnight)

Super District: 10 (Guilfoyle)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning from A (Agricultural) and B-1 (Neighborhood Business) to B-2 (General Business)	Convenience Store	Comprehensive Zoning Ordinance, Section 22

Summary of Request:

This rezoning request pertains to 2.54 acres of property in western Richmond County, located at the northeast corner of Wheeler Road and Medical Center Drive. The property was formerly occupied by a Wells Fargo branch, and the building is currently vacant. The applicants seek to demolish the existing building and redevelop the site into a Parker's Kitchen convenience store. Currently, the site is split between A (Agricultural) and B-1 (Neighborhood Business) zoning districts, and the property must be rezoned to B-2 to allow the proposed convenience store by right.

Comprehensive Plan Consistency:

The property is located within the Belair Character Area. The 2018 Comprehensive Plan envisions that "the Doctors Hospital activity center is home to a mix of healthcare-related businesses, offices, medium-density housing, and commercial establishments".

Findings:

1. There are no prior zoning actions associated with the subject property.
2. The property appears to have access to public water and sewer.
3. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, this segment of Wheeler Road is considered a minor arterial road, while Medical Center Drive is a local road.
4. Augusta Transit Route 2 serves the property.

5. According to the FEMA Flood Insurance Rate Maps (FIRM), there are no floodplains located on the property.
6. Per Augusta GIS data, there are no wetlands located on the property.
7. Site topography is mostly flat, varying from 368 to 388 feet above sea level.
8. The property is part of a largely commercial corridor, with B-1 and B-2 properties predominant along this portion of Wheeler Road. Properties along Medical Center Drive behind the subject property are zoned A, but are under ownership of Doctors Hospital.
9. Per the submitted site plan, the development will consist of a 5,175 square-foot building and 16 fueling stations. The existing bank building would apparently be demolished. There are three proposed access points; a right-in, right-out point along Wheeler Road, and two full-access points at Atrium Drive leading to an existing full-access point at Medical Center Drive.
10. The proposed rezoning would be consistent with the 2018 Comprehensive Plan.
11. At time of writing, staff have not received feedback from citizens pertaining to this request.

Recommendation: The Planning Commission recommends Approval of this rezoning request with the following conditions:

1. Approval of the rezoning request shall not constitute approval of the conceptual site plan submitted with the application. Site plan approval, in compliance with the Site Plan Regulations of Augusta, Georgia, is required prior to commencement of construction on the property.
2. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.
3. No new access points shall be added along Medical Center Drive.
4. Auxiliary lanes will be added at the discretion of the Engineering Department.
5. All mature trees and landscaping shall be preserved.
6. The overall design and Site plan must comply with Augusta Traffic Engineering.

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.



1211 Merchant Way
 Suite 201
 Statesboro, GA 30458
 Phone: (912) 764-7022
 Fax: (912) 233-4580
 www.emc-eng.com

**PROJECT NARRATIVE &
 TRAFFIC GENERATION STATEMENT**

June 22, 2023

Mr. Kevin Boyd
 Augusta – Richmond County
 535 Telfair Street
 Suite 300
 Augusta, GA 30901

RE: **Parker's Kitchen**
Wheeler Road at Medical Center
3645 Wheeler Road
PIN # 030-0-244-00-0
Augusta, Georgia

Dear Mr. Boyd,

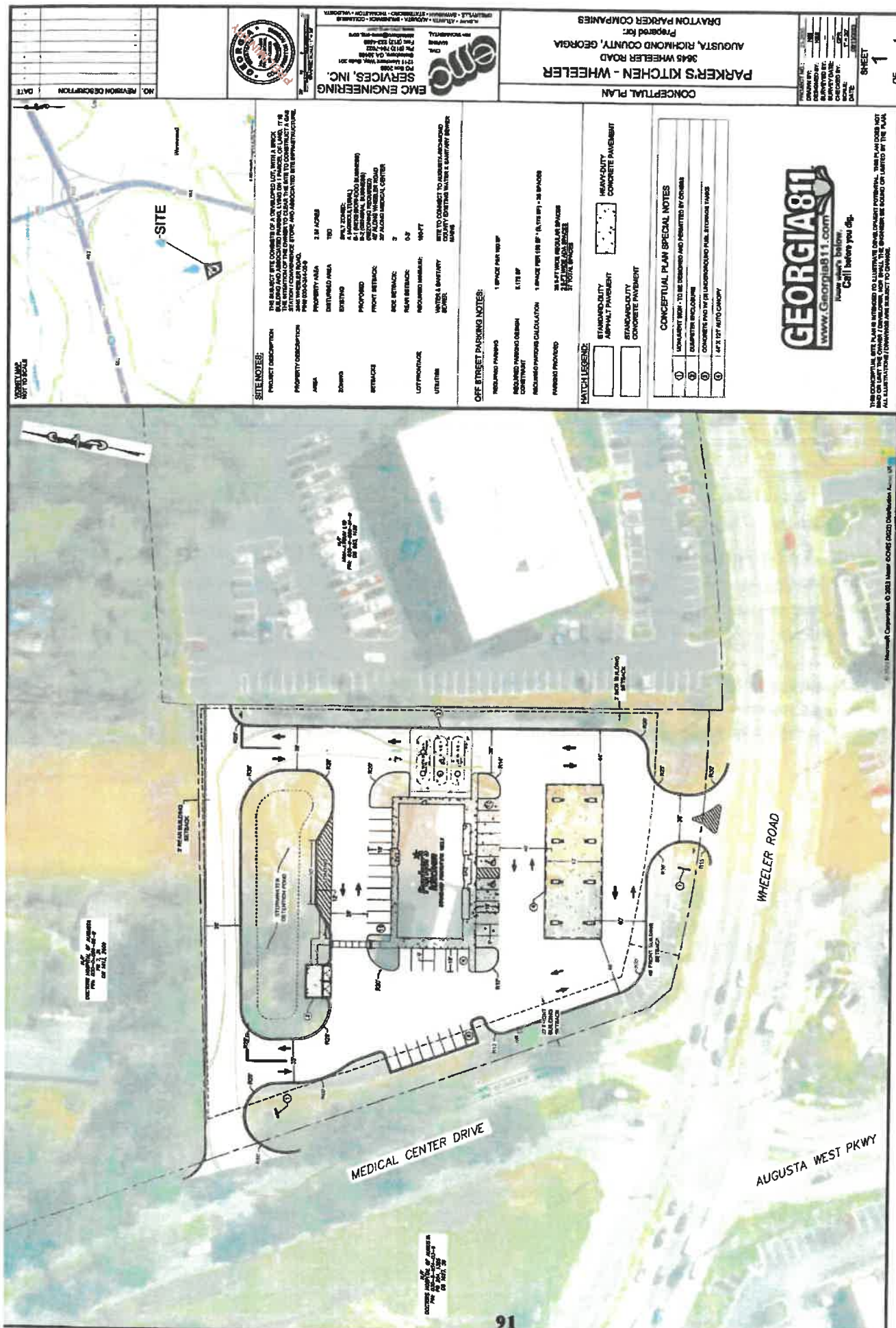
The proposed project consists of a commercial gas station / convenience store identified as Parker's Kitchen, located at the northeast corner of the Wheeler Road and Medical Center Drive intersection in Augusta, Georgia. The project site is located on one 2.54-acre parcel of land, identified as PIN # 030-0-244-00-0, and is currently split-zoned A – Agricultural & B-1- Neighborhood Business. The developer intends to rezone the property to B-2 – General Business.

It is the intent of the developer to clear existing vegetation onsite as necessary to construct the proposed gas station / convenience store with associated parking, utility infrastructure and stormwater control infrastructure. The intent is to connect utility laterals to the existing ARC water and sanitary sewer service mains located adjacent to the project site for utility service to the proposed development. Stormwater infrastructure will be installed onsite to treat runoff water quality and quantity in order to meet all local and state requirements.

Access to the site shall be provided via two curb cuts; one on Wheeler Road (RIRO) and an existing access road located at the north property boundary which connects to Medical Center Drive (full access). Auxiliary turn lanes will be installed to serve the development. A Traffic Impact Analysis (TIA) has been conducted and provided with the re-zoning submittal.

Sincerely,

Cody Rogers, PE
Statesboro Branch Manager








Planning Commission
Z-23-37
August 7, 2023

3645 Wheeler Road

Aerial

Legend

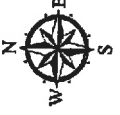
 Subject Property



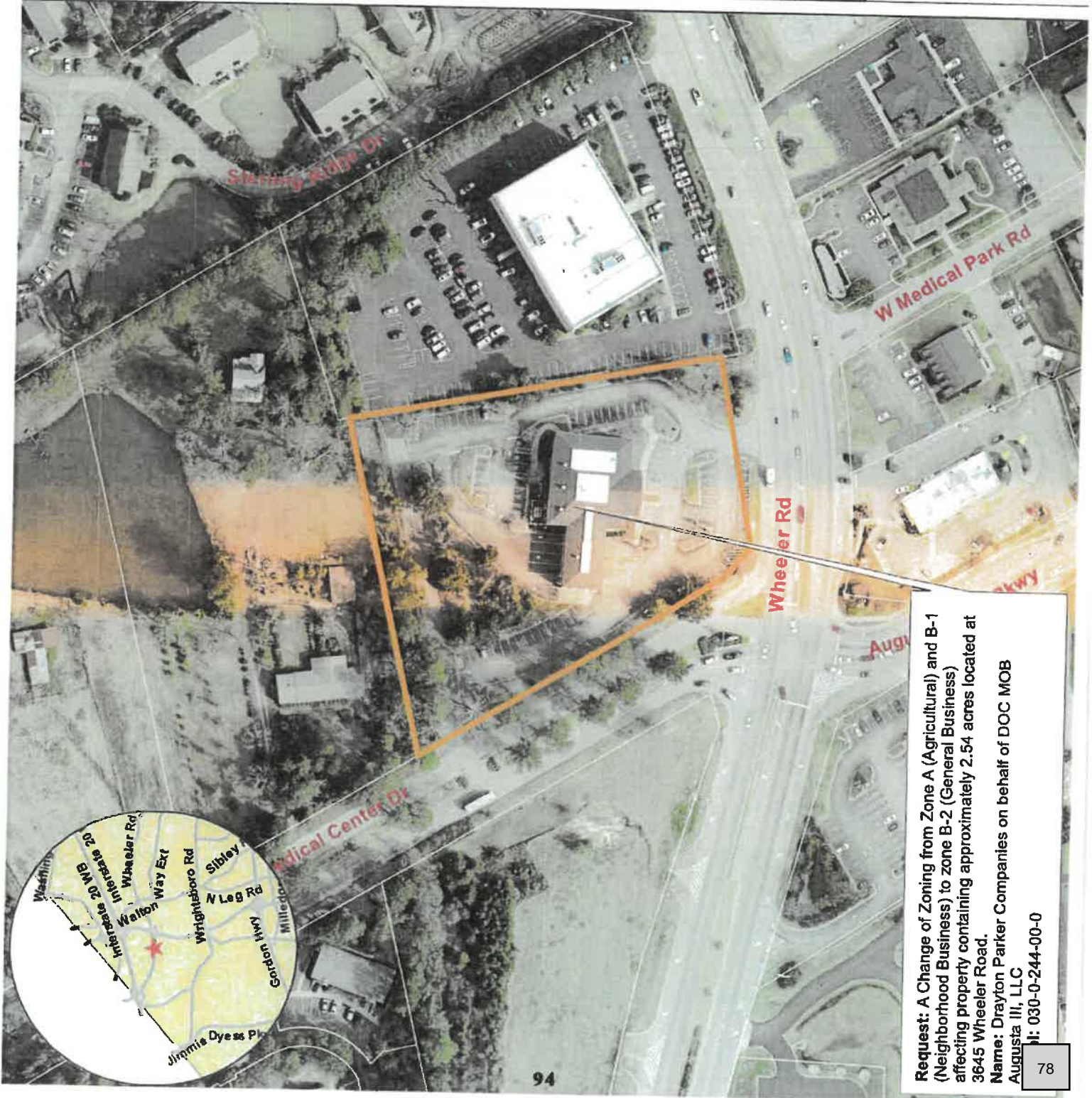
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Planning & Development Department
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0 200 Feet



Request: A Change of Zoning from Zone A (Agricultural) and B-1 (Neighborhood Business) to zone B-2 (General Business) affecting property containing approximately 2.54 acres located at 3645 Wheeler Road.

Name: Drayton Parker Companies on behalf of DOC MOB Augusta III, LLC
Phone: 030-0-244-00-0

Planning Commission
Z-23-37
August 7, 2023
3645 Wheeler Road

Current Zoning

Legend

Subject Property

Zoning Classification

A: Agriculture

B-1: Neighborhood
Business

B-2: General Business

P-1: Professional

R-3B: Multiple-Family
Residential



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/17/2023 bb21255

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0 200 Feet

Item 7.




Request: A Change of Zoning from Zone A (Agricultural) and B-1 (Neighborhood Business) to zone B-2 (General Business) affecting property containing approximately 2.54 acres located at 3645 Wheeler Road.

Name: Drayton Parker Companies on behalf of DOC MOB
Augusta III, LLC
Tel: 030-0-244-00-0

Planning Commission
Z-23-37
August 7, 2023
3645 Wheeler Road

Future Zoning


Legend

 Subject Property

Zoning Classification

 A: Agriculture

 B-1: Neighborhood Business

 B-2: General Business

 P-1: Professional

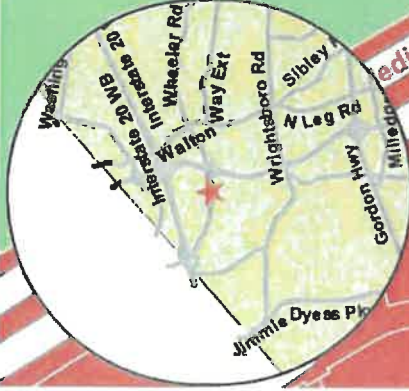
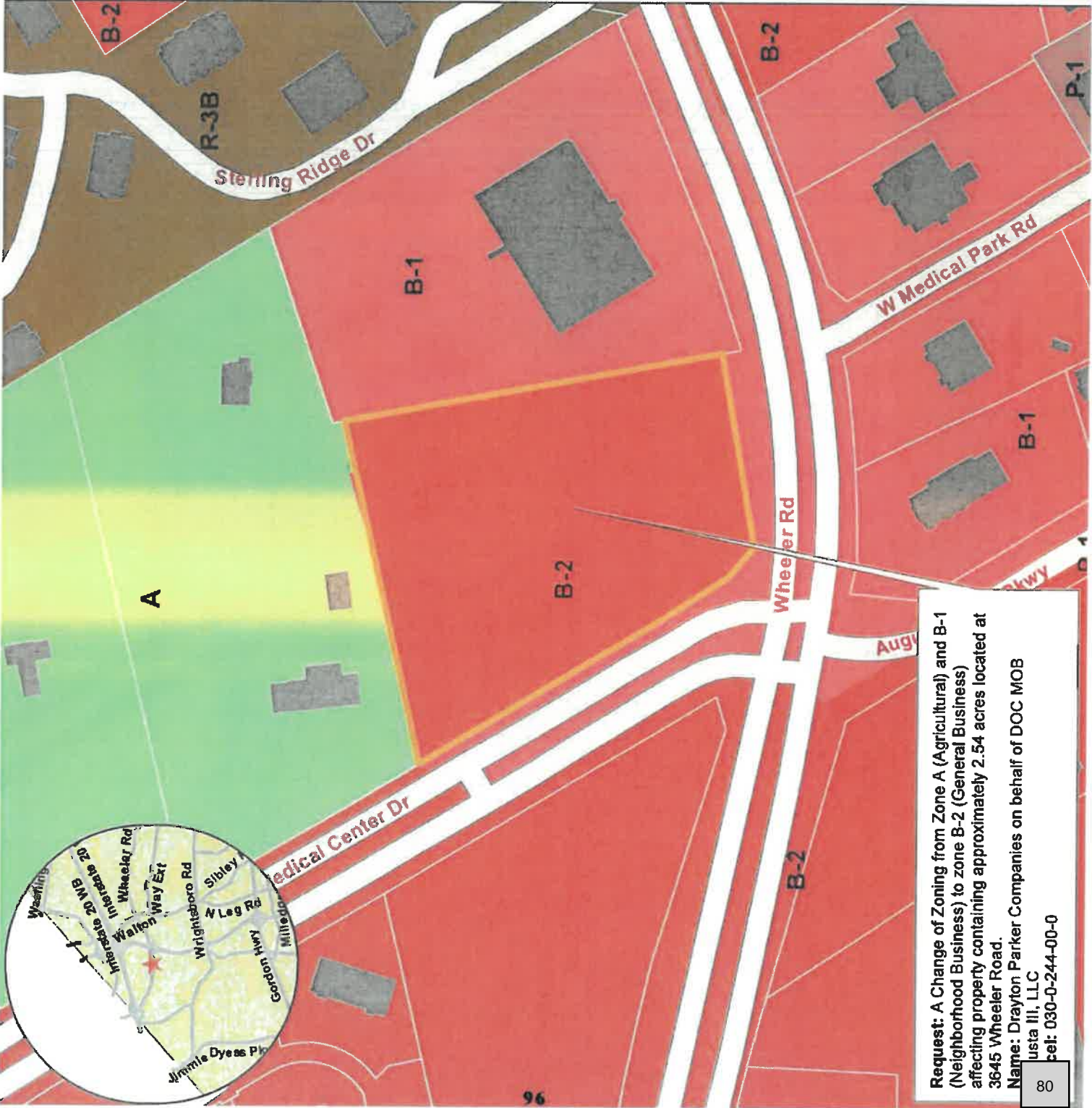
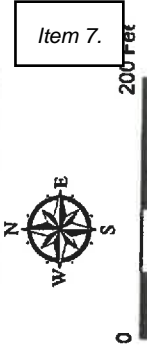
 R-3B: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30601
7/31/2023 b021255

Augusta, GA Disclaimer

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Request: A Change of Zoning from Zone A (Agricultural) and B-1 (Neighborhood Business) to zone B-2 (General Business) affecting property containing approximately 2.54 acres located at 3645 Wheeler Road.

Name: Drayton Parker Companies on behalf of DOC MOB
Augusta III, LLC
Tel: 030-0-244-00-0



Commission Meeting

August 15, 2023

Item Name: Z-23-38

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-38</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with the conditions a petition by Drayton Parker Companies on behalf of COLCO Solutions LLC requesting a rezoning from zone B-1 (Neighborhood Business) to zone B-2 (General Business) affecting property containing approximately 5.66 acres located at 1924 Barton Chapel Road. Tax Map #068-0-007-00-0. DISTRICT 5
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Coordinate with Augusta Traffic Engineering to provide a suitable means of ingress and egress for the proposed development. 2. There shall be a 25' buffer established from the delineated wetlands and no structures shall be located within the wetlands to avoid any negative impacts to this environmentally sensitive land. 3. Shall obtain any necessary permits required from Army Corps of Engineers for the development of the property. 4. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property. 5. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-38

Hearing Date: Monday, August 7, 2023

Applicant: Drayton Parker Companies

Property Owner: DOC MOB Augusta III, LLC

Address of Property: 1924 Barton Chapel Road, Augusta, GA 30909

Tax Parcel #: 068-0-007-00-0

Present Zoning: B-1 (Neighborhood Business)

Commission District: 5 (B. Williams)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezoning from B-1 to B-2	Convenience Store	Section 22

1. Summary of Request:

This petition involves a 5.66-acre commercial tract located at the intersection of Barton Chapel Road and Gordon Highway. The parcel is zoned B-1 (Neighborhood Business) and the applicant requests to rezone the property B-2 (General Business) to construct a convenience store.

2. Comprehensive Plan Consistency:

The proposed development is part of the Belair character area. The 2018 Comprehensive Plan characterizes commercial development in the Belair area as a mix of shopping centers, professional offices and suburban and highway-oriented commercial uses/service establishments arranged in a linear pattern along the major streets and highways. Development of the site should occur in a manner consistent with the existing land use patterns and architecture style and features of the surrounding area. The applicant's proposed land use is compatible with aspects of the Comprehensive Plan.

3. Findings:

1. Based on information submitted with the application, the developer intends to construct a 5,175 sq. ft. convenience store along with a new gas canopy and 16 pumps.

2. No structures exist on the property, but a quarter of the site has been cleared from previous developments. Mature trees and vegetation cover the remainder of the property.
3. The site plan includes a total of 35 off-street parking spaces, which is the minimum number of spaces allowed for this development.
4. Properties immediately north and east of the subject property are zoned LI (Light Industrial), to the south properties are situated in the R-3B (Multiple-family Residential), B-2 (General Business), and B-1 (Neighborhood Business) zones, and R-3B (Multiple-family Residential) and B-2 (General Business) zones to the east.
5. The site has access to public water and sewer.
6. Barton Chapel Road is identified as a minor arterial street on the Georgia Department of Transportation (GDOT) Function Classification map, Gordon Highway is classified as a major arterial street.
7. No sidewalks currently exist along Barton Chapel Road and Gordon Highway, in the vicinity of the subject property.
8. Transit service is not available in the immediate area.
9. According to the FEMA Flood Insurance Rate Maps (FIRM) approximately 37.3 percent or 91,883 square feet of the property lies within the Special Flood Hazard Zone AE of the 100-yr flood zone.
10. According to the Augusta-Richmond County GIS Wetlands Layer approximately 3 acres or 53 percent of the property is located within a freshwater forested/shrub wetland.
11. This zoning request is consistent with the 2018 Comprehensive Plan.
12. At the time of completion of this report, staff has not received any inquiries regarding this application.

Recommendation: The Planning Commission recommends Approval of the zoning request, subject to the following conditions:

1. Coordinate with Augusta Traffic Engineering to provide a suitable means of ingress and egress for the proposed development.
2. There shall be a 25' buffer established from the delineated wetlands and no structures shall be located within the wetlands to avoid any negative impacts to this environmentally sensitive land.
3. Shall obtain any necessary permits required from Army Corps of Engineers for the development of the property.
4. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.
5. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA 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.



ENGINEERING SERVICES, INC.
 Environmental • Marine • Civil • Survey

1211 Merchant Way
 Suite 201
 Statesboro, GA 30458
 Phone: (912) 764-7022
 Fax: (912) 733-4580
 www.emc-eng.com

PROJECT NARRATIVE & TRAFFIC GENERATION STATEMENT

June 22, 2023

Mr. Kevin Boyd
 Augusta – Richmond County
 535 Telfair Street
 Suite 300
 Augusta, GA 30901

RE: **Parker's Kitchen**
Barton Chapel at Gordon Highway
PIN # 068-0-007-00-0
Augusta, Georgia

Dear Mr. Boyd,

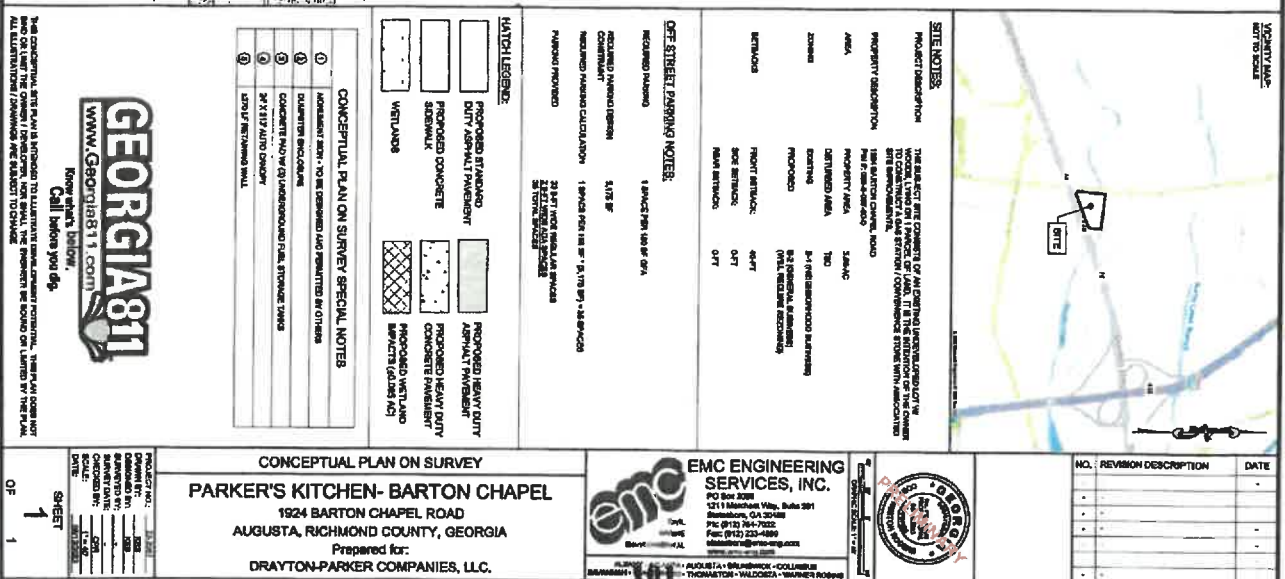
The proposed project consists of a commercial gas station / convenience store identified as Parker's Kitchen, located at the northeast corner of the Barton Chapel Road and Gordon Highway intersection in Augusta, Georgia. The project site is located on one 5.56-acre parcel of land, identified as PIN # 068-0-007-00-0, and is currently zoned B-1- Neighborhood Business. The developer intends to rezone the property to B-2 – General Business.

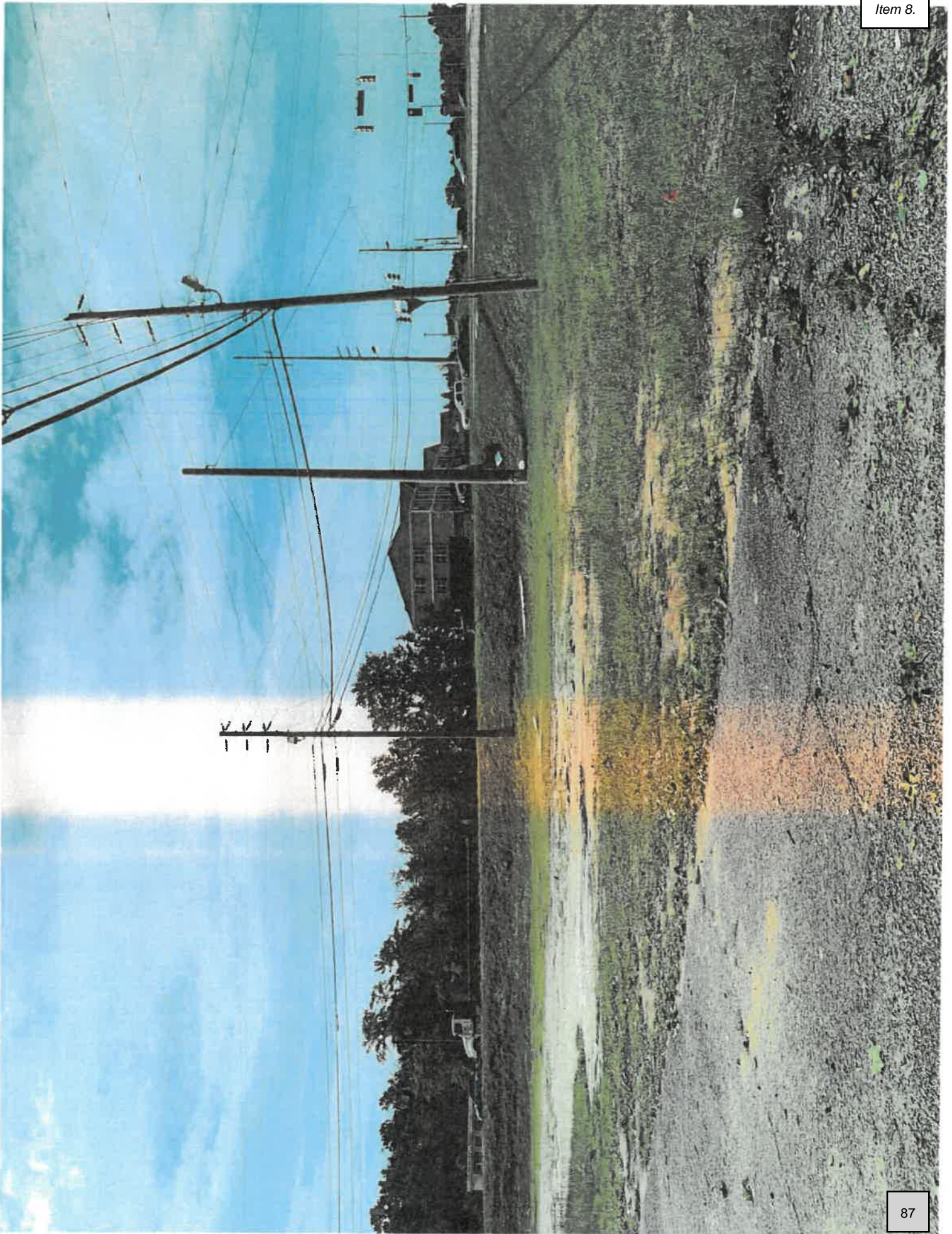
It is the intent of the developer to clear existing vegetation onsite as necessary to construct the proposed gas station / convenience store with associated parking, utility infrastructure and stormwater control infrastructure. The intent is to connect utility laterals to the existing ARC water and sanitary sewer service mains located adjacent to the project site for utility service to the proposed development. Stormwater infrastructure will be installed onsite to treat runoff water quality and quantity in order to meet all local and state requirements.

Access to the site shall be provided via two curb cuts; one on Gordon Highway (RIRO) and one on Barton Chapel Road (full access). Auxiliary turn lanes will be installed to serve the development. A Traffic Impact Analysis (TIA) has been conducted and provided with the rezoning submittal.

Sincerely,

Cody Rogers, PE
 Statesboro Branch Manager





Planning Commission
Z-23-38
August 7, 2023

1924 Barton Chapel Road

Aerial

Legend

 Subject Property

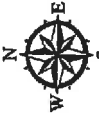


Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/17/2023 bb21255

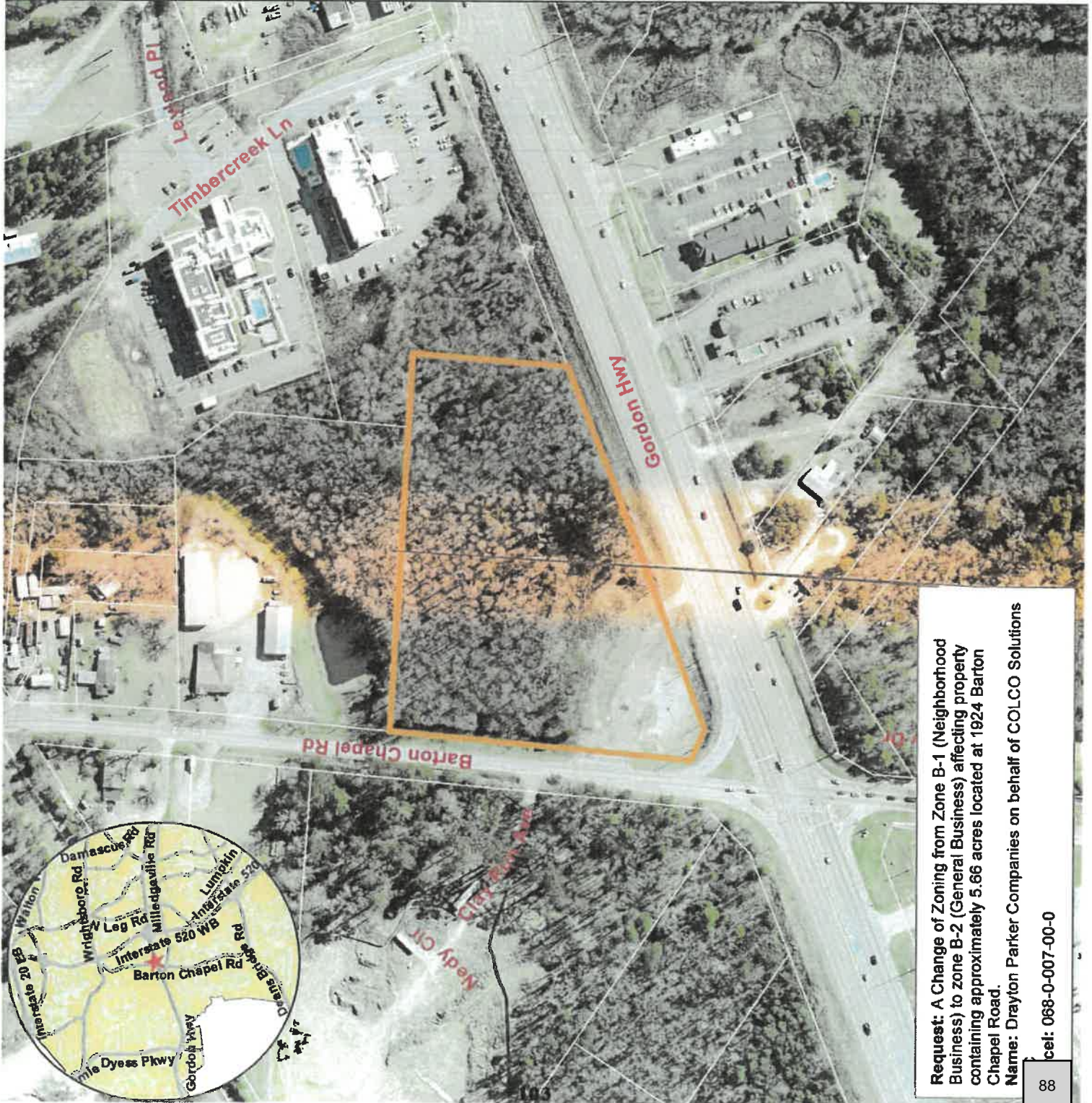
Augusta, GA Disclaimer

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Item 8.



0 200 Feet



Request: A Change of Zoning from Zone B-1 (Neighborhood Business) to zone B-2 (General Business) affecting property containing approximately 5.66 acres located at 1924 Barton Chapel Road.
Name: Drayton Parker Companies on behalf of COLCO Solutions

cel: 068-0-007-00-0

Planning Commission
Z-23-38
August 7, 2023
1924 Barton Chapel Road
Current Zoning

Legend

Subject Property

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- LI: Light Industry
- R-3B: Multiple-Family Residential



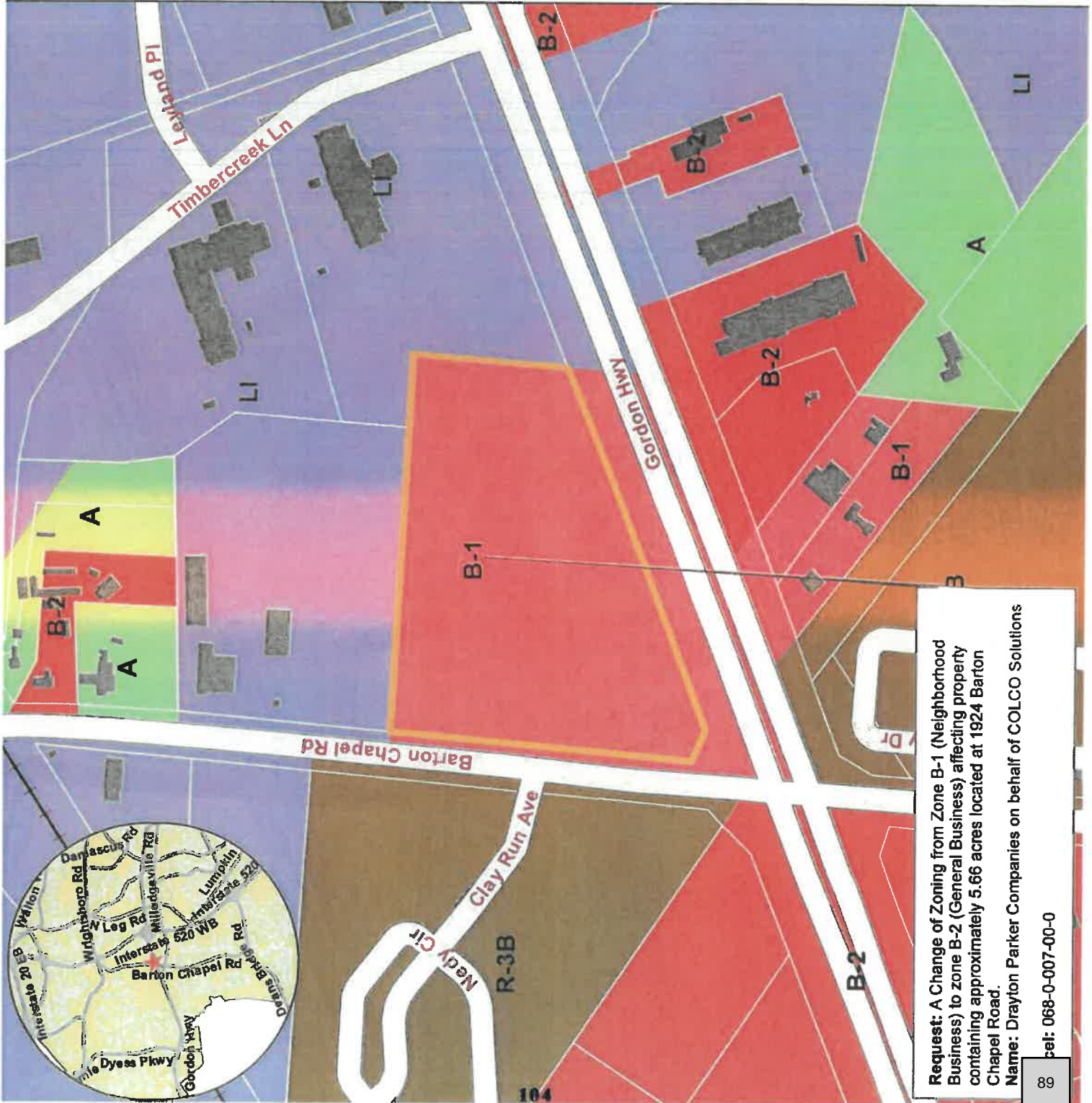
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Planning & Development Department
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Augusta, GA Disclaimers

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Item 8.



Request: A Change of Zoning from Zone B-1 (Neighborhood Business) to zone B-2 (General Business) affecting property containing approximately 5.66 acres located at 1924 Barton Chapel Road.
Name: Drayton Parker Companies on behalf of COLCO Solutions


tel: 068-0-007-00-0

Planning Commission
Z-23-38
August 7, 2023

1924 Barton Chapel Road

Future Zoning

Legend

 Subject Property

Zoning Classification

 A: Agriculture

 B-1: Neighborhood Business

 B-2: General Business

 LI: Light Industry

 R-3B: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street, Suite 300
Augusta, GA 30901
7/17/2023 bb21255

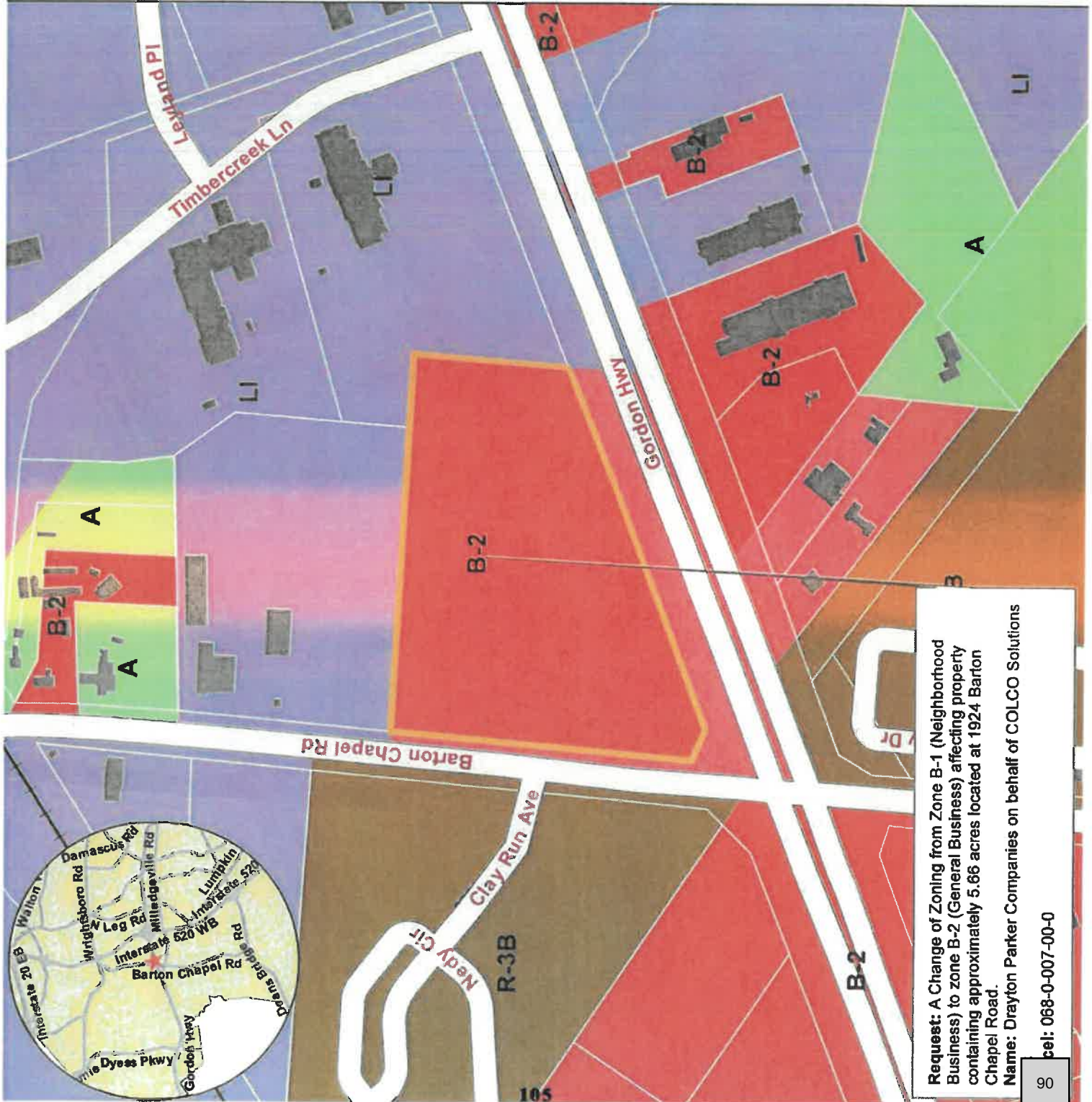
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Item 8.



0 200 Feet



Request: A Change of Zoning from Zone B-1 (Neighborhood Business) to zone B-2 (General Business) affecting property containing approximately 5.66 acres located at 1924 Barton Chapel Road.

Name: Drayton Parker Companies on behalf of COLCO Solutions

cel: 068-0-007-00-0



Commission Meeting

August 15, 2023

Item Name: SE-23-05

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	SE-23-05 – A request for concurrence with the Augusta Planning Commission to APPROVE with the conditions a petition by HETRIP UNIT, LLC on behalf of Walter F. Tereshinski requesting a special exception to establish a convenience store per Section 21-2(b) of the Comprehensive Zoning Ordinance affecting property containing approximately 1.04 acres located at 4495 Windsor Spring Road. Tax Map #194-0-001-07-0. DISTRICT 8
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The developer shall comply with all regulations set forth in Section 21-2(b) of the Comprehensive Zoning Ordinance of Augusta, Georgia. 2. Approval of this special exception request does not constitute approval of the concept site plan submitted with the application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property. 3. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: SE-23-05

Hearing Date: Monday, August 7, 2023

Applicant: HETRIP UNIT, LLC

Property Owner: Walter F. Tereshinski

Address of Property: 4495 Windsor Spring Road, Hephzibah, GA 30815

Tax Parcel #: 194-0-001-07-0

Present Zoning: B-1 (Neighborhood Business)

Commission District: 8 (B. Garrett)

Super District: 10 (W. Guilfoyle)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Special Exception	Convenience Store	Section 21-2(b)

1. Summary of Request:

This petition involves a 1.04-acre tract located on the corner of Windsor Spring Road and Willis Foreman Road. The property remains vacant land and is situated in the B-1 (Neighborhood Business) zone. Much of the property is covered with trees and mature vegetation. The applicant requests approval of a Special Exception to establish a convenience store on the property.

2. Comprehensive Plan Consistency:

The proposed development is part of the South Richmond character area. Rural residences, woodlands, open space, and agricultural uses predominate. Stand-alone commercial establishments are scattered throughout the area and serve both local residents and those passing through on the major highways. New residential development recently has increased in the area, resulting in a higher demand for commercial development. The applicant's proposal is consistent with surrounding land uses and compatible with aspects of the Comprehensive Plan.

3. Findings:

1. Convenience stores are permitted by Special Exception in a B-1 (Neighborhood Business) zone. Therefore, a Special Exception is required for the proposed convenience store.
 - Hours of operation – the establishment would not be open for business more than 18 hours per day; ***Proposed hours of operation 6:30 am to 9:30 pm.***
 - Illumination – the enter site would not be illuminated as a way to attract attention, but rather to a level consistent with security and identification of the business; ***Reviewed during site plan review for compliance.***
 - Location – the property is located at or within 500 feet of the intersection of arterial streets or within 500 feet of such an intersection; ***Complies***
 - Surrounding area – the nature of the surrounding area is not predominantly residential with only a few commercial uses interspersed; ***Complies***
 - Video games/Amusements – video games/nor similar amusement are to be located on the property; ***Must comply with regulations***
2. Based on details provided in the application, the developer intends to construct a 3,800 sq. ft. convenience store along with a new gas canopy and 4 pumps.
3. Properties immediately to the north of the subject property are zoned R-1 (One-family Residential), to the east properties are zoned A (Agricultural), R-1E (One-family Residential) and B-1 (Neighborhood Business), to the south properties are zoned R-1E (One-family Residential), B-1 (Neighborhood Business) and B-2 (General Business), and to the west properties are zoned R-1 (One-family Residential) and B-2 (General Business).
4. The site has access to public water, sanitary sewer is not available in the immediate area.
5. Windsor Spring Road is identified as a minor arterial street on the Georgia Department of Transportation (GDOT) Function Classification map, Willis Foreman Road is classified as a collector street.
6. Sidewalks are present along Windsor Spring Road and Willis Foreman Road, adjacent to the subject property.
7. Transit service is not available in the immediate area.
8. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
9. The site is not located within any wetlands.
10. This zoning action is consistent with the 2018 Comprehensive Plan which envisions that development of properties should occur in a manner consistent with the existing land use patterns of the surrounding area.
11. At the time of completion of this report, staff has not received any inquiries regarding this application.

Recommendation: The Planning Commission recommends **Approval** of the special exception request, subject to the following conditions:

1. The developer shall comply with all regulations set forth in Section 21-2(b) of the Comprehensive Zoning Ordinance of Augusta, Georgia.
2. Approval of this special exception request does not constitute approval of the concept site plan submitted with the application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.
3. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA 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.

June 23, 2023

City of Augusta
Planning Department
535 Telfair St
Augusta, GA 30901

Letter of Intent: 4495 Windsor Spring Road Hephzibah, GA

To whom it may concern:

4495 Windsor spring road is a 1.03 Acres vacant lot with a zoning of B-1. Our intent is to develop at 3800 Square foot, single tenant, Convenience store with 1 canopy that will hold 4 pumps. The store will operate 7 days a week from 6:30 AM to 9:30 PM.

We are willing to work with the city of Augusta, and nearby neighbors So We respectfully ask the Mayor and City Council of Augusta to approve special exception as requested.

Sincerely,
Kesarinand 158, LLC

Nirmal Patel, CEO



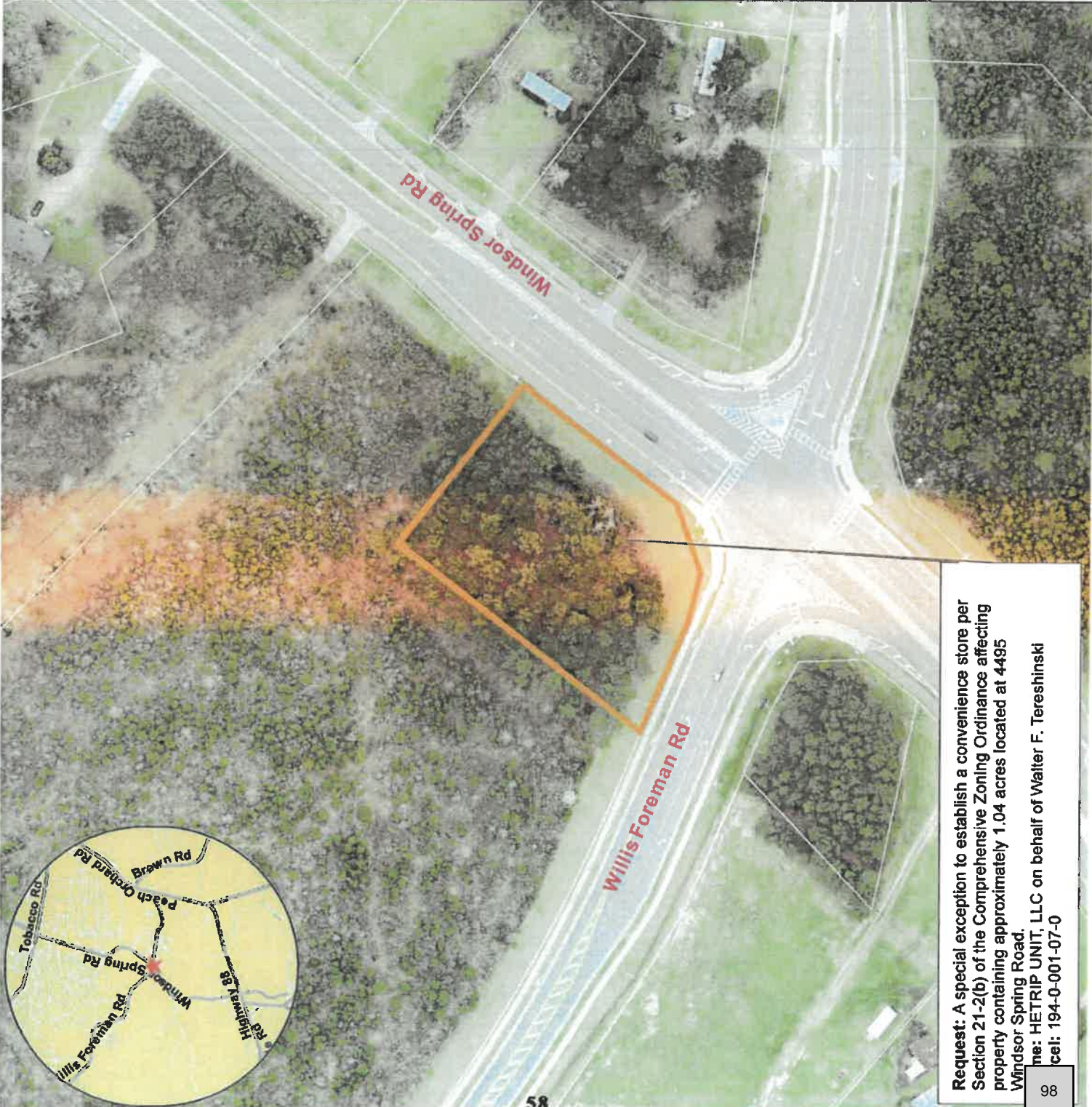
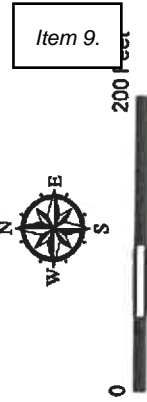


Planning Commission
 SE-23-05
 August 7, 2023
 4495 Windsor Spring Road

Aerial
 Legend
 Subject Property

Augusta
 GEORGIA
 Produced By: City of Augusta
 Planning & Development Department
 535 Telfair Street Suite 300
 Augusta, GA 30901
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Request: A special exception to establish a convenience store per Section 21-2(b) of the Comprehensive Zoning Ordinance affecting property containing approximately 1.04 acres located at 4495 Windsor Spring Road.
 Name: HETRIP UNIT, LLC on behalf of Walter F. Tereshinski
 Tel: 194-0-001-07-0

Planning Commission
SE-23-05
August 7, 2023

4495 Windsor Spring Road

Current Zoning

Legend

 Subject Property

Zoning Classification

 A: Agriculture

 B-1: Neighborhood Business

 B-2: General Business

 LI: Light Industry

 R-1: One Family Residential

 R-1B: One Family Residential

 R-1E: One Family Residential



Produced By: City of Augusta
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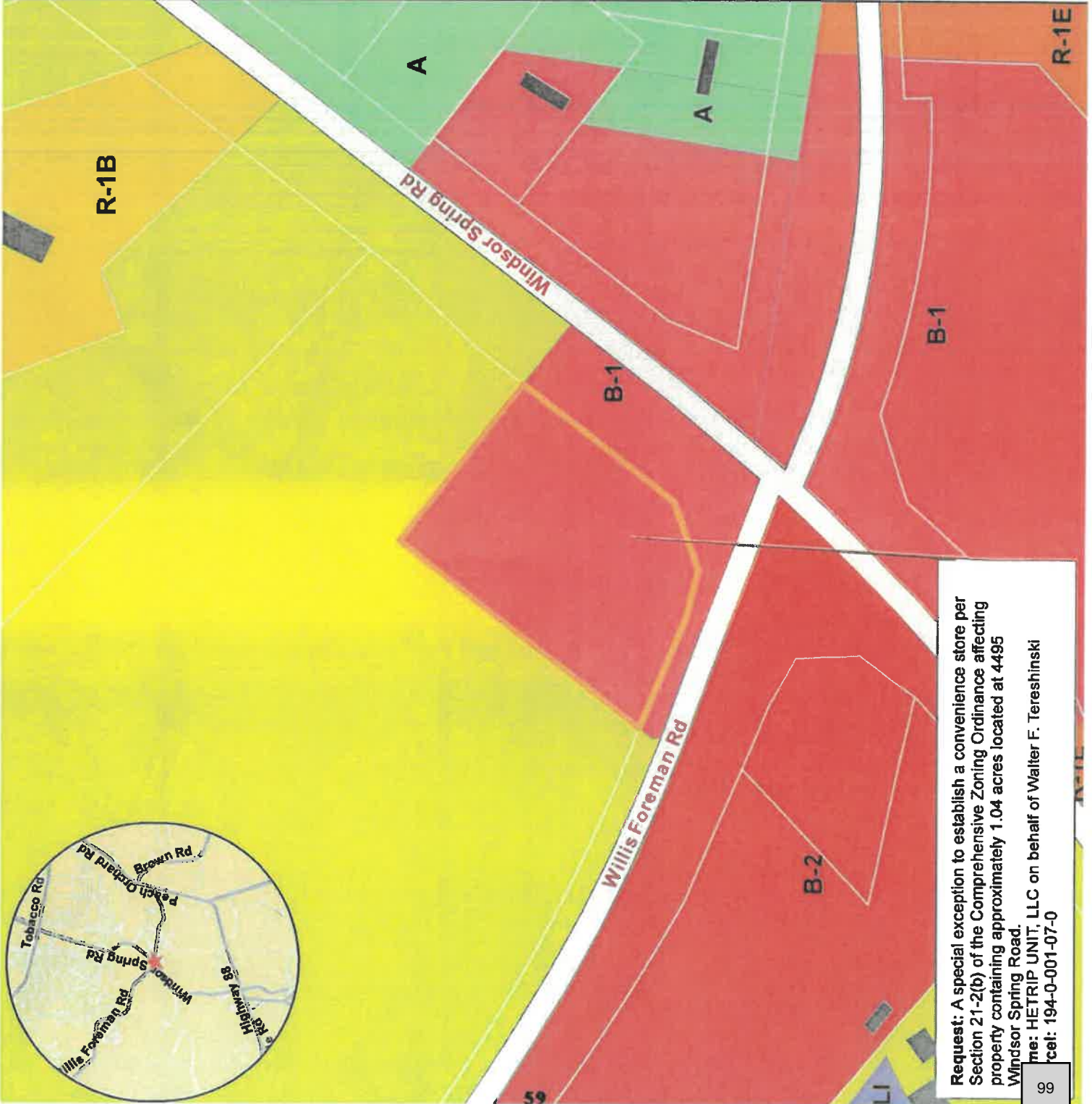
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Item 9.

0 100 200



Request: A special exception to establish a convenience store per Section 21-2(b) of the Comprehensive Zoning Ordinance affecting property containing approximately 1.04 acres located at 4495 Windsor Spring Road.
Name: HETRIP UNIT, LLC on behalf of Walter F. Tereshinski
Phone: 194-0-001-07-0



Commission Meeting

August 15, 2023

Item Name: SV-23-02

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<p>1. <u>SV-23-02</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with the conditions petition by Kenneth McCumbers requesting a subdivision variance to exceed the required length of a dead-end street per Section 400-F of the Land Subdivision Regulations affecting property containing approximately 53.42 acres located at 1700 Pine Ridge Drive N. Tax Map #232-0-001-30-0. DISTRICT 8</p>
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. As measured along the centerline of the street, the length of the segment of Pine Ridge Drive North extending from the center of the right-of-way of Forest Road to the proposed terminus of the cul-de-sac shall not exceed 2,100 feet. 2. Turn-around areas shall be provided along the cul-de-sac at the following distances: plus, or minus 50 feet, 700', 1200', 1700'. These are in addition to the turnaround at the terminus of the cul-de-sac. 3. Approval of this subdivision variance request does not constitute approval of the conceptual subdivision layout submitted with the application. The proposed development shall substantially conform to the concept plan submitted with the rezoning application. Subdivision Development Plan approval in compliance with the Land Subdivision Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: SV-23-02

Hearing Date: Monday, August 7, 2023

Applicant: Kenneth McCumbers

Property Owner: Kenneth McCumbers

Address of Property: 1700 Pine Ridge Drive North, Hephzibah, Georgia 30815

Tax Parcel #: 232-0-001-30-0

Present Zoning: R-1A (One-family Residential)

Commission District: 8 (Garrett)

Super District: 10 (Guilfoyle)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Increase in maximum length of cul-de-sac	Expansion of residential subdivision	Land Subdivision Regulations, Section 400(F)

Summary of Request:

This request pertains to a 53.42 acre property located at the periphery of the Cedar Ridge Farms neighborhood south of Brown Road. The applicant seeks to add the final phase of the Cedar Ridge Farms neighborhood (Section 6), which would add twenty-nine (29) units and extend Pine Ridge Drive North as a dead-end street. Per the submitted application, the total length of the cul-de-sac would equal roughly 2,050 feet (0.39 miles). The applicant states in the narrative that, due to the location of Buzzard Branch River on the property, Section 6 is unable to connect with Section 4.

Augusta's Land Subdivision Regulations include design standards for streets; Section F of these standards states that "dead-end streets designed to be permanently closed at one end shall not exceed seven hundred (700) linear feet". The guidelines give staff latitude to waive this restriction "based on environmental constraints, natural conditions, unusual topography" or a peculiarly shaped property; however, this latitude is limited to an increase in the dead-end cap from 700 to 800 feet. The applicant's request constitutes a 193 percent increase from the prescribed maximum, and a 156 percent increase from what could be granted by staff approval.

Findings:

1. There are no known zoning actions associated with the subject property; it is, however, within the boundaries of the 1998 blanket rezoning.
2. The property appears to have access to public water, but not to public sewer; the new homes, therefore, would require septic service.
3. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, Pine Ridge Drive North is a local road, while the segment of Brown Road connecting to the subdivision is classified as a minor arterial road.
4. Augusta Transit service does not reach the subject property.
5. According to the FEMA Flood Insurance Rate Maps (FIRM), there are no floodplains located on the property.
6. Per Augusta GIS data, there are no wetlands located on the property.
7. Site topography varies, ranging from 294 to 367 feet above sea level, generally sloping downward west-to-east.
8. Surrounding zoning is predominantly agricultural and single-family residential.
9. The property is located within the South Richmond character area; the 2018 Comprehensive Plan recommends targeting “any new low-density residential [development] for the suburban part of the character area”.
10. At time of writing, staff have not received feedback from citizens pertaining to this request.

Recommendation: Per Section 600 of the Land Subdivision Regulations, variances may be granted upon finding that such variance would not adversely affect public health, safety and welfare, and that failure to grant such variance would result in unnecessary hardship for the applicant. Consideration shall be given based on the following factors:

1. Unique conditions affecting the property.
2. Undue hardships would result from ordinary adherence to the requirements.
3. A determination that the granting of a variance shall not be detrimental to adjacent property or to the public interest.

In this scenario, an extension is proposed to a preexisting dead-end street. The current dead-end portion of Pine Ridge Drive North is just over 500 square feet. This would limit neighborhood expansion along this road to around 200-300 feet of additional roadway without a variance; for parcels of the size currently within Cedar Ridge Farms (roughly 100 feet wide each), this would mean no more than 5 or 6 parcels for the remaining 53+ acres of land. Given the apparent difficulties in connecting the addition with other roadways, the Planning Commission recommend

Approval of the requested subdivision variance, with the following conditions:

1. As measured along the centerline of the street, the length of the segment of Pine Ridge Drive North extending from the center of the right-of-way of Forest Road to the proposed terminus of the cul-de-sac shall not exceed 2,100 feet.

2. Turn-around areas shall be provided along the cul-de-sac at the following distances: plus, or minus 50 feet, 700', 1200', 1700'. These are in addition to the turnaround at the terminus of the cul-de-sac.
3. Approval of this subdivision variance request does not constitute approval of the conceptual subdivision layout submitted with the application. The proposed development shall substantially conform to the concept plan submitted with the rezoning application. Subdivision Development Plan approval in compliance with the Land Subdivision Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.

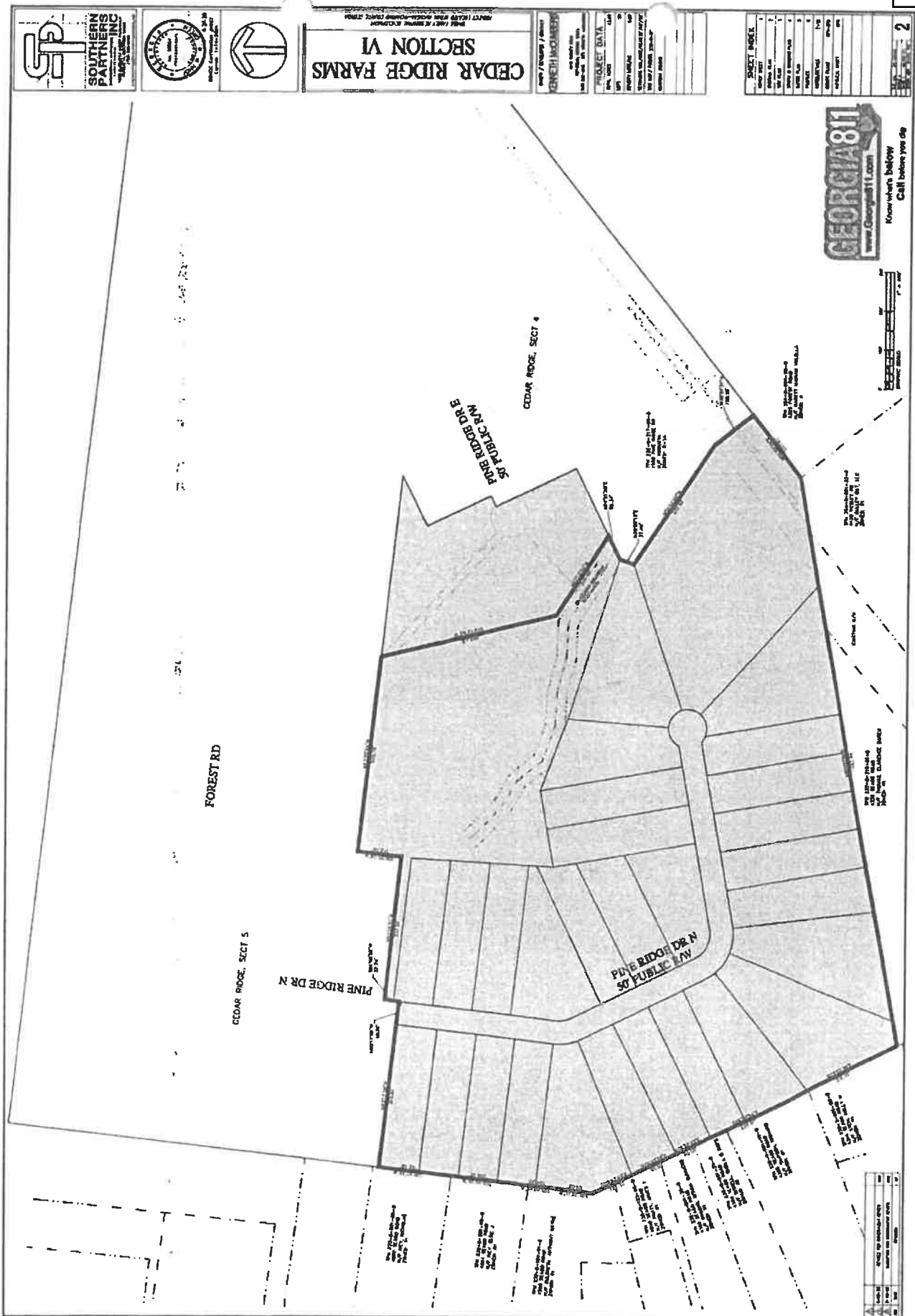
Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance 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.

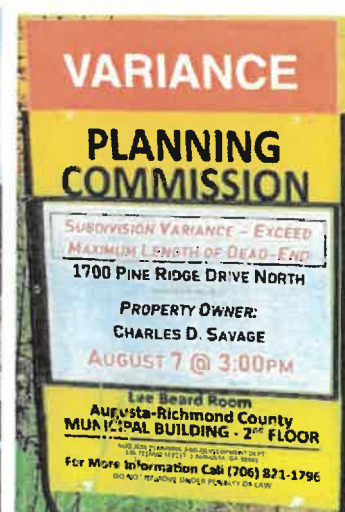
Variance Narrative for Cedar Ridge Farms, Sec 6

The development known as Cedar Ridge Farms, Sec 6 is a proposed single family residential development. The development is located off of Brown and is an extension of the existing road Pine Ridge Drive N. The owner /developer is Kenneth McCumbers.

This section is located on 43.08 acres and connects to Cedar Ridge Farms, Section 5. It is separated from Cedar Ridge Farms, Section 4 by a State Waters, identified as Buzzard Branch on the Quad sheets. Due to the topography, wet soils, and environmental concerns, the road cannot connect to Section 4.

The applicant, Kenneth McCumbers, is requesting a variance to the cul-de-sac length to allow for the development of this property. The total length of cul-de-sac is approximately 2050 linear feet. This is the final section of development in this subdivision and it was planned out approximately 30 years ago.





Planning Commission
SV-23-02
August 7, 2023

1700 Pine Ridge Drive N

Aerial

Legend

 Subject Property



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Planning & Development Department
535 Tellair Street Suite 300
Augusta, GA 30901
7/17/2023 bb21255

Augusta, GA Disclaimer

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0 800 Feet

Item 10.



Request: A subdivision variance to exceed the required length of a dead-end street per Section 400-F of the Land Subdivision Regulations affecting property containing approximately 53.42 acres located at 1700 Pine Ridge Drive N.
Contact: Kenneth McCumbers
Phone: 232-0-001-30-0

Planning Commission
SV-23-02
August 7, 2023

1700 Pine Ridge Drive N

Current Zoning

Legend

Subject Property

Zoning Classification

A: Agriculture

R-1: One Family
Residential

R-1A: One Family
Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30801
7/17/2023 bb21255

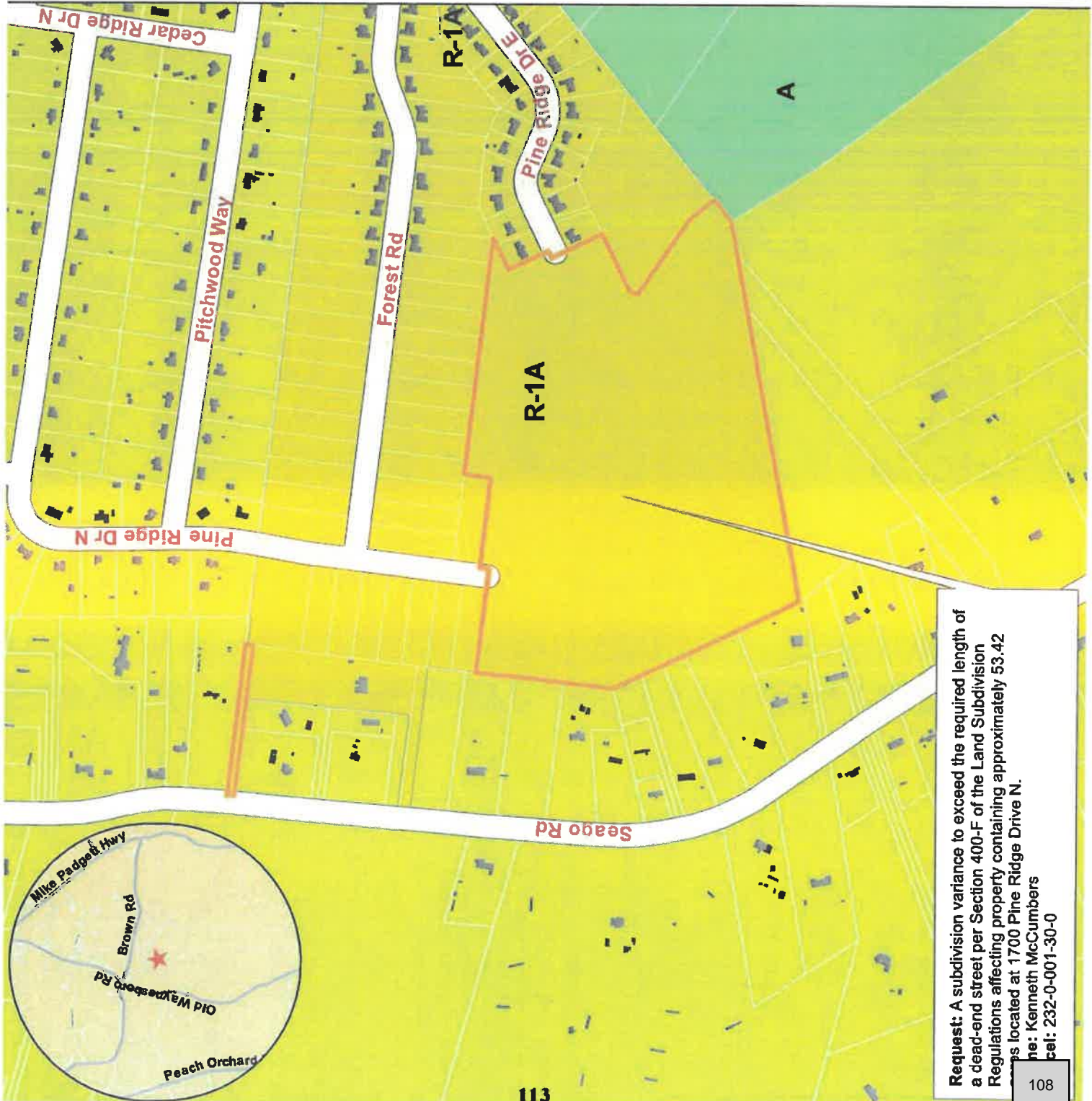
Augusta, GA Dickinson

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Item 10.



0 800 Feet



Request: A subdivision variance to exceed the required length of a dead-end street per Section 400-F of the Land Subdivision Regulations affecting property containing approximately 53.42 acres located at 1700 Pine Ridge Drive N.
Name: Kenneth McCumbers
Cell: 232-0-001-30-0



Commission Meeting

August 15, 2023

Item Name: Renaming of Utilities Bldg.

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	A request for concurrence with the Augusta Planning Commission to APPROVE the petition to rename the Utilities Building after former Director Thomas D. Wiedmeier.
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

**APPLICATION FORM
PLACEMENT OF MONUMENT/MARKER ON PUBLIC PROPERTY
CITY OF AUGUSTA, GEORGIA**

APPLICANT: Bon Lampkin Central Services Director
 ADDRESS: 2760 Peach Orchard Road, Augusta, GA 30906
 CONTACT PERSON: Bon Lampkin
 MAILING ADDRESS: 2760 Peach Orchard Road, Augusta, GA 30906
 TELEPHONE NUMBER: (706) 821-2899 EMAIL: rlampkin@augustaga.gov
 DESCRIPTION OF MONUMENT/MARKER: (attach separate documentation if necessary)

PROPOSED LOCATION OF MONUMENT/MARKER (please identify 3 possible locations if possible, list in order of preference:

1st location 452 Walker Street
 2nd location _____
 3rd location _____

INFORMATION TO SUBMIT WITH APPLICATION:

1. Scaled drawings of the monument or marker with dimensions shown
2. List of materials for the monument or marker
3. Scaled drawings showing approximate location on public property
4. Representative photographs of the proposed location
5. Estimate of the time and equipment needed to erect the Monument/Marker

Please submit all of the required information. Incomplete information may delay the review of the application.

SIGNATURE OF APPLICANT: 

NOTE: If application is approved, applicant must (1) secure an Encroaching Permit from the Engineering Dept. Before erecting the Monument/Marker and (2) enter into a Formal Maintenance Agreement with the City of Augusta. The City of Augusta reserves the right to remove any Monument/Marker not properly maintained or repaired.

DATE RECEIVED _____ DATE REVIEWED _____
 APPLICATION # _____ APPROVED _____ DENIED _____

Description

This is a request to name the Augusta Utilities building located at 452 Walker Street in honor of deceased Utilities Department Director Thomas D. Wiedmeier, P.E. in recognition of his faithful service to Augusta and his compassionate commitment to providing and maintaining quality water and wastewater services to the community. This recognition would be in the form of placing Mr. Wiedmeier's name on the building on both Walker Street and Watkins Street sides as well as on the building sign located at the corner of 5th Street and Walker Street. In addition, a plaque would be developed and placed at the main entrance recognizing the building being named in his honor.



Commission Meeting

August 15, 2013

Item Name: Renaming of 1-Diamond Lakes baseball fields

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	A request for concurrence with the Augusta Planning Commission to APPROVE the petition to rename the Diamond Lakes baseball field after former Commissioner Andrew Cheeks.
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

**APPLICATION FORM
PLACEMENT OF MONUMENT/MARKER ON PUBLIC PROPERTY
CITY OF AUGUSTA, GEORGIA**

APPLICANT: Ron Lampkin Central Services Director
 ADDRESS: 2760 Peach Orchard Road, Augusta, GA 30906
 CONTACT PERSON: Ron Lampkin
 MAILING ADDRESS: 2760 Peach Orchard Road, Augusta, GA 30906
 TELEPHONE NUMBER: (706) 821-2899 EMAIL: rlampkin@augusta.gov
 DESCRIPTION OF MONUMENT/MARKER: (attach separate documentation if necessary)

PROPOSED LOCATION OF MONUMENT/MARKER (please identify 3 possible locations if possible, list in order of preference:

1st location 4335 Windsor Spring Rd
 2nd location _____
 3rd location _____

INFORMATION TO SUBMIT WITH APPLICATION:

1. Scaled drawings of the monument or marker with dimensions shown
2. List of materials for the monument or marker
3. Scaled drawings showing approximate location on public property
4. Representative photographs of the proposed location
5. Estimate of the time and equipment needed to erect the Monument/Marker

Please submit all of the required information. Incomplete information may delay the review of the application.

SIGNATURE OF APPLICANT: _____

NOTE: If application is approved, applicant must (1) secure an Encroaching Permit from the Engineering Dept. Before erecting the Monument/Marker and (2) enter into a Formal Maintenance Agreement with the City of Augusta. The City of Augusta reserves the right to remove any Monument/Marker not properly maintained or repaired.

DATE RECEIVED _____ DATE REVIEWED _____

APPLICATION # _____ APPROVED _____ DENIED _____

Description

This is a request to name one of the baseball fields located at 4335 Windsor Spring Road, Diamond Lakes Regional Park in honor of deceased former County Commissioner Fred Ancil "Andy" Cheek III in recognition of his faithful service to Augusta and his compassionate commitment to mentoring and coaching youth in Augusta. Mr. Andy Cheek had a heart for public service and served as a Richmond County Parks and Recreation Department youth soccer, baseball, and football coach. This recognition would be in the form of placing Mr. Cheek's name on the back stop and the outfield score board. In addition, a plaque would be developed and placed on the scoring tower recognizing the field being named in his honor.



Commission Meeting

August 15, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	Motion to approve New Ownership: A.N. 23-29: A request by Dipak Kumar Patel for a retail package Liquor, Beer & Wine License to be used in connection with Liquor Locker 214, LLC located at 214 Boy Scout Rd. District 7. Super District 10. (Approved by Public Services Committee August 8, 2023)
Background:	This is a New Ownership Application. Formerly in the name of Hyung J. Kim.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$2,330.00.
Alternatives:	N/A
Recommendation:	<p>The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.</p> <p>The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.</p>
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. 23-29

Application Type: Retail Package Liquor, Beer, & Wine

Business Name: Liquor Locker 214, LLC

Hearing Date: August 8, 2023

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

Applicant: *Dipak Kumar Patel*

Property Owner: Kim and Yi Enterprises, LLC

Address of Property: 214 Boy Scout Rd

Tax Parcel #: 012-0-078-02-0

Commission District: District: 7 Super District: 10

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of \$2,330.00.

RECOMMENDATION:

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

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

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



Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business LIQUOR LOCKER 214 LLC
2. Business Address 214 BOY SCOUT RD
3. City AUGUSTA State GA Zip 30909
4. Business Phone (224) 595-7328 Home Phone (224) 595-7328
5. Applicant Name and Address: DIPAKKUMAR RAJNIKANT PATEL
1221 ARCILLA PT
MARTINEZ, GA 30907
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 0120078020 Zoning C3
9. Location Manager(s) DIPAKKUMAR RAJNIKANT PATEL
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(x) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05/23/2023
12. Mailing Address:
Name of Business LIQUOR LOCKER
Attention DIPAKKUMAR RAJNIKANT PATEL
Address 214 BOY SCOUT RD
City/State/Zip AUGUSTA, GA 30909
13. Ownership Type: (x) Corporation () Partnership () Individual
14. Corporate Name: LIQUOR LOCKER 214 LLC
List name and other required information for each person having interest in this business.

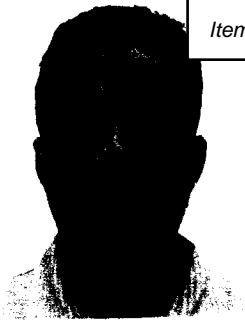
Name	Position	SSNO #	Address	Interest
DIPAKKUMAR RAJNIKANT PATEL	MEMBER		1221 ARCILLA PT MARTINEZ GA 30909	100%

15. What type of business will you operate in this location?
() Restaurant () Lounge () Convenience Store
(x) Package Store () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer	X	X	X		
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. [Signature]



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 (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
P AND D BHAVSAR 7 LLC
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, DIPAKKUMAR RAJNIKANT PATEL
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.

Dipak R. Patel
Applicant Signature

25. I hereby certify that DIPAKKUMAR RAJNIKANT PATEL is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 26 day of June, in the year 2023.

Billie Jean McDonal
Notary Public

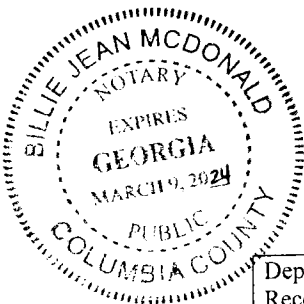
FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date





Commission Meeting

August 15, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	Motion to approve New Location: A.N. 23-30: A request by Christopher Banks for an on-premises consumption Liquor, Beer & Wine License to be used in connection with Another Broken Egg located at 1095 Alexander Dr Ste 100. There will be Sunday Sales. District 7. Super District 10. (Approved by Public Services Committee August 8, 2023)
Background:	This is a New location.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$3,492.50.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
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. 23-30

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

Business Name: Another Broken Egg

Hearing Date: August 8, 2023

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

Applicant: *Christopher Banks*

Property Owner: SEK Alexander Dr, LLC

Address of Property: 1095 Alexander Dr Ste 100

Tax Parcel #: 013-3-158-00-0

Commission District: District: 7 Super District: 10

Background: New Location

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

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of \$3,492.50.

RECOMMENDATION:

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

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

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



Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business Another Broken Egg of Augusta, LLC d/b/a Another Broken Egg
2. Business Address 1095 Alexander Drive, Suite 100, Atlanta, GA 30909
3. City Augusta State GA Zip 30909
4. Business Phone (TBD) _____ Home Phone (770) 403-3005
5. Applicant Name and Address: Christopher Bernard Banks, on behalf of Another Broken Egg of Augusta, LLC
175 Lowry Street NE, Apt. 1205
Atlanta, GA 30307
6. Applicant Social Security # XXX-XX-6243 D.O.B. 01/13/1984
7. If Application is a transfer, list previous Applicant:
N/A
8. Business Location: Map & Parcel 013-0-013-00-0 Zoning C4
9. Location Manager(s) Christopher B. Banks
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 01/21/2022
12. Mailing Address:
Name of Business Another Broken Egg of Augusta, LLC
Attention Ms. Jeri Snyder
Address 5955 T.G. Lee Boulevard, Suite 100
City/State/Zip Orlando, FL 32822
13. Ownership Type: () Corporation () Partnership () Individual (X) LLC
14. Corporate Name: Another Broken Egg of Augusta, LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Please see attached Exhibit "A"				

15. What type of business will you operate in this location?
(X) Restaurant () Lounge () Convenience Store
() Package Store () Other: _____

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

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

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

COPY

Item 14.

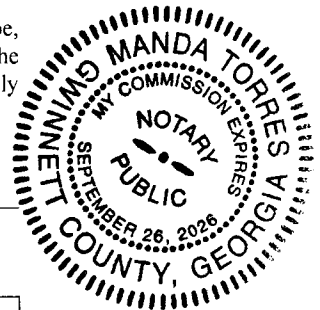


18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? (X) Yes () No
If yes, give full details: Another Broken Egg of Roswell, LLC, was cited for acquiring beverage alcohol from a non-licensed wholesaler, entered a plea of no contest, paid \$250.00 fine, placed on 12 month probation.
Mr. Chris Banks was not involved with this citation.
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.
N/A
21. List owner or owners of building and property.
SEK Alexander Drive, LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Please see attached Exhibit "A"
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church 1,175 ft. C.) School 5,330 ft
B.) Library 3.3 miles D.) Public Recreation 2.2 miles
24. State of Georgia, Augusta-Richmond County, I, Christopher B. Banks
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Applicant Signature

25. I hereby certify that Christopher B. Banks is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 22nd day of May, in the year 2023.

Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Commission Meeting

August 15, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	Motion to approve New Location: A.N. 23-31 : A request by Venkata Chowdavarapu for a retail package Beer & Wine License to be used in connection with RK Food Mart located at 2618 Peach Orchard Rd. District 2. Super District 9. (Approved by Public Services Committee August 8, 2023)
Background:	This is a New Location
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$665.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
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. 23-31

Application Type: Retail Package Beer & Wine

Business Name: RK Food Mart

Hearing Date: August 8, 2023

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

Applicant: Venkata Chowdavarapu

Property Owner: Sushma Kundura

Address of Property: 2618 Peach Orchard Rd

Tax Parcel #: 098-4-040-00-0

Commission District: District: 2 Super District: 9

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of \$665.00.

RECOMMENDATION:

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

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

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

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2023-1014

1. Name of Business RK FOOD MART
2. Business Address 2618 PEACH ORCHARD RD
3. City AUGUSTA State GA Zip 30906
4. Business Phone (706) 910-0061 Home Phone (706) 667-1108
5. Applicant Name and Address: VENKATA RAMANA CHOWDAVARAPU
2418 NORDAHL DR
AUGUSTA, GA 30906
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) VENKATARAMANA CHOWDAVARAPU
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
() Yes (X) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 08/06/2022
12. Mailing Address:
Name of Business RK FOOD MART
Attention VENKATA RAMANA CHOWDAVARAPU
Address 2418 NORDAHL DR
City/State/Zip AUGUSTA, GA 30906
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: RK FOOD MART LLC
List name and other required information for each person having interest in this business.

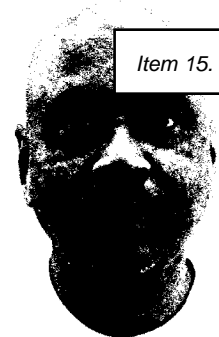
Name	Position	SSNO #	Address	Interest
VENKATA R. CHOWDAVARAPU	MEMBER		2418 NORDAHL DR AUGUSTA, GA. 30906	

15. What type of business will you operate in this location?
() Restaurant () Lounge (X) 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? (X) Yes () No If so, please initial. ee

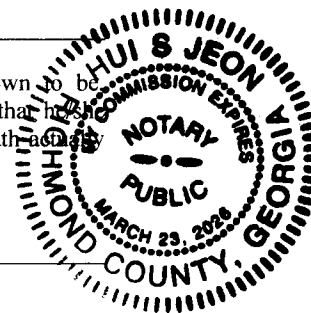


18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation 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.
SUSHMA KONDURU
22. List the name and other required information for each person, firm or corporation having any interest in the business. _____
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, VENKATA R. CHOWDAVARAPU
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.

Ch. V. B. e
Applicant Signature

25. I hereby certify that VENKATA R. CHOWDAVARAPU is personally known to be that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 26 day of JUNE, in the year 2023.

[Signature]
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Commission Meeting

August 15, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	Motion to approve new location: A.N. 23-32: A request by Africa Thomas for a retail package Liquor, Beer & Wine License to be used in connection with Dang Daiquiri dba Booze Pops located at 3062 Damascus Rd. District 2. Super District 9. (Approved by Public Services Committee August 8, 2023)
Background:	This is a New Location.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$2,330.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
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. 23-32

Application Type: Retail Package Liquor, Beer, Wine

Business Name: Dang Daiquiri LLC dba Booze Pops

Hearing Date: August 8, 2023

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

Applicant: *Africa Thomas*

Property Owner: Damascus Office LLC

Address of Property: 3062 Damascus Rd

Tax Parcel #: 056-1-001-04-0

Commission District: District: 2 Super District: 9

Background: New Location

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

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.

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

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of \$2,330.00.

RECOMMENDATION:

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

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

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



Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Dang Daiquiri LLC dba Booze Pops
2. Business Address 3062 Damascus Rd
3. City Augusta State GA Zip 30909
4. Business Phone (718) 344-4567 Home Phone () _____
5. Applicant Name and Address: Africa Thomas
411 36th St Unit 8124
Augusta, GA 30905
6. Applicant Social Security # 1 D.O.B. _____
7. If Application is a transfer, list previous Applicant:
N/A
8. Business Location: Map & Parcel 056-1-001-04-0 Zoning L1
9. Location Manager(s) Africa Thomas
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business Dang Daiquiri LLC dba Booze Pops
Attention Ms. Africa Thomas
Address 411 36th St. Unit 8124
City/State/Zip Augusta, GA 30905
13. Ownership Type: () Corporation () Partnership () Individual X LLC
14. Corporate Name: Dang Daiquiri LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Africa Thomas	Managing Member		411 36th St. Unit 8124 Augusta, GA 30905	100%

15. What type of business will you operate in this location?
() Restaurant () Lounge () Convenience Store
(X) Package Store () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer	X	X	X	No	Yes
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? (X) Yes () No If so, please initial. AT

COPY

Item 16.

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.

Harrison Lavery

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 1910'

C.) School 3440'

B.) Library 10500'

D.) Public Recreation 4350'

24. State of Georgia, Augusta-Richmond County, I. Africa Thomas

Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Applicant Signature

25. I hereby certify that Africa R. Thomas is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 5th day of December, in the year 2002.

Notary Public

PATRICIA KENNEDY
NOTARY PUBLIC
McDuffie County
State of Georgia
My Comm. Expires 10/30/2006

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



TFH | LEGAL

TAYLOR | FEIL | HARPER | LUMSDEN
ATTORNEYS AT LAW

Mitch Funk
MJFunk@TFHlegal.com

April 20, 2023

Via E-mail

City of Augusta-Richmond County
Planning and Development Department
ATTN: Ms. Julietta Walton
1803 Marvin Griffin Rd.
Augusta, GA 30906

Re: Dang Daiquiri LLC DBA Booze Pops Business Proposal for Augusta Alcohol License

Dear Ms. Walton,

As you know, this firm represents Dang Daiquiri LLC ("Booze Pops"). Booze Pops is applying for a retail package license in Augusta ("the City"). As part of the City's processing of its application, you have asked Booze Pops to submit a business proposal. This letter serves to outline the business as Booze Pops expects and plans to operate.

Booze Pops is a chain of alcohol retailers founded in South Carolina but located in various states. Our client holds the rights to the franchise in Central South Carolina as well as introducing the brand to Georgia. Booze Pops is centered around consumer interest in alcohol popsicles and other frozen treats. Under current Georgia law, frozen confections that contain alcohol are treated as alcoholic beverages and require all the licensing attendant to them.

Considering the above, Booze Pops is planning to operate as an alcohol caterer as defined under Augusta ordinance and State of Georgia law. These laws require that Booze Pops operate an alcohol retail establishment, and carry the requisite license, to obtain and utilize the alcohol caterer's license. We understand and respect the State and City's interest in ensuring alcohol is safely stored and monitored, hence the need for a physical, stationary space.

As such, Booze Pops has applied for a retail package license covering its space at 3062 Damascus Rd. Augusta, GA 30909. This "brick-and-mortar" space will be open to the public to come and purchase liquor, beer, and wine by the package. Hours will be by appointment during regular business hours, 8am-5pm. These hours will also allow the Booze Pops team to work with clients on planning alcohol catering events in the Augusta community and beyond.

Dang Daquiri, LLC
April 24, 2023
Page 2

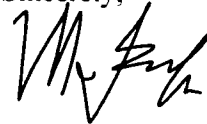
Under the alcohol caterers license, Booze Pops intends to engage with event organizers that would like Booze Pops, and the products it carries, at their events. Booze Pops will apply for licenses as required by municipal or county codes and notify the Georgia Department of Revenue of the dates and locations of these events.

Once those approvals are received, Booze Pops will drive its vehicle and the product needed, as ordered by the client-organizer, to the event location. Booze Pops will operate as a cash bar at the event location out of the window on its truck for the hours allotted to the event. Once the event is over Booze Pops will lock the window, drive the truck back to the storage facility and move all alcohol products back up to the secure area of its licensed facility. Except for the specific events for which Booze Pops contracts to cater, Booze Pops will not be selling or moving the product in its truck in Georgia.

We appreciate your concern, and we hope we have allayed any fears the City may have about the business model. Booze Pops has no plans to roam the streets of Augusta to sell its products. Africa and the team are under full knowledge and understanding that free-roaming or mobile alcohol sales are not allowed in Augusta or the State of Georgia. Booze Pops just wants to offer a fun alternative to event organizers and party hosts, while being a safe and contributing member of the community.

Many thanks for your assistance with this application. If you need anything further, please feel free to reach out to my office at (404) 214-1200. Please let me know your thoughts and I look forward to discussing them further with you and your office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mitchell Funk', written over a horizontal line.

Mitchell Funk



Meeting Name

Meeting Date: 8/8/2023

Daniel Field Consultant Selection Approval for Planning & Feasibility Study Services

Department:	Daniel Field Airport
Presenter:	Becky Shealy, Airport Manager
Caption:	Motion to approve selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-257) for Planning & Feasibility Study Services to be effective 8/21/2023.
Background:	The airport employs an airport consulting firm to provide engineering, architectural and construction admin services. The FAA requires the airport to conduct the Consultant Selection Process at least every 5 years. The current contract between Augusta and Goodwin, Mills and Cawood (GMC), expires 10/2/2023; therefore, a consultant selection is required at this time. The Daniel Field General Aviation Commission (DNL GAC) will review the work of the awarded consultant on a yearly basis. If the DNL GAC determines that the consultant of record has not provided the necessary support for Daniel Field within that year, it will recommend that the Consultant Selection Process be conducted prior to the required 5-year timeline, as set forth by the FAA.
Analysis:	The Consultant Selection Committee completed the selection process in accordance with federal, state and local government guidelines. The DNL GAC recommends approving MaesAwyr as its airport planning and feasibility study consultant of record based on the information presented by the Consultant Selection Committee.
Financial Impact:	MaesAwyr will submit a work authorization for each project/grant. The FAA will pay 90% for work on federally funded projects. The remaining balance will be paid from a GDOT match, and the Daniel Field enterprise fund.
Alternatives:	Deny the recommendation
Recommendation:	The DNL GAC recommends approving the selection of MaesAwyr as airport consultant for Daniel Field Airport.
Funds are available in the following accounts:	Grant Projects in Fund 552, Federal funding at 90%, remaining balance from GDOT match and the Daniel Field enterprise fund.
<u>REVIEWED AND APPROVED BY:</u>	N/A

Request for Qualifications

Request for Qualifications will be received at this office until **Wednesday, June 14, 2023 @ 1:00 p.m.** via ZOOM Meeting ID: **830 7803 5390**; Passcode: **848181** for furnishing:

RFQ Item #23-257 Daniel Field Airport Consultant Selection for Professional Planning and Feasibility Studies Services for Augusta, GA – Daniel Field Airport

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

A Pre-Qualification Conference will be held on Tuesday, May 30, 2023 @ 2:00 p.m. via Zoom Meeting ID: 892 3872 2778; Passcode: 782295.

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, May 31, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of **90 days** after RFQ have been opened, pending the execution of contract with the successful bidder(s).

Request for qualifications (RFQ) and specifications. An RFQ 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 request for qualification 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 waivable 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 RFQ number on the outside of the envelope.

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 qualification issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Respondents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

**Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle May 4, 11, 18, 25, 2023
Metro Courier May 4, 2023

Revised: 3/22/21



**RFQ Item #23-257 Daniel Field Airport Consultant Selection for Professional Planning and Feasibility Studies Services
for Augusta, GA – Daniel Field Airport
RFP Due: Wednesday, June 14, 2023 @ 1:00 p.m.**

Total Number Specifications Mailed Out: 42
 Total Number Specifications Download (Demandstar): 11
 Total Electronic Notifications (Demandstar): 299
 Georgia Procurement Registry: 1226
 Total packages submitted: 4
 Total Noncompliant: 1

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies	Compliance Review DBE Goal
MEAD & HUNT Alphagraphics #470 1058 East Washington Ave Madison, WI 53703	Yes	Yes	1430084	Yes	Yes	Yes	Yes
Maes Awyr, LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Yes	Yes	943176	Yes	Yes	Yes	Yes
Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210	Yes	Yes	665370	Yes	Yes	Yes	Yes
Kimberly Horn and Associates, Inc. 11720 Amber Park Drive, Suite 600 Alpharetta, GA 30009	No BID Response						



**Evaluation Sheet RFQ Item #23-257 Daniel Field Airport Consultant Selection
for Professional Planning and Feasibility Study Services for Augusta, GA – Daniel Field Airport
RFQ Evaluation Date: Monday, July 10, 2023 @ 3:00 p.m.**

Vendors			Mead & Hunt, Inc. 878 South Lake Dr. Lexington, SC 29072	MaesAwyr, LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210		Mead & Hunt, Inc. 878 South Lake Dr. Lexington, SC 29072	MaesAwyr, LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)				Weighted Scores		
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS		PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	25	3.4	4.0	3.5		85.4	100.0	87.5
3. Organization & Approach Include	(0-5)	20	3.8	4.2	3.2		76.7	83.3	63.3
4. Scope of Services - Firm's understanding of the Scope of Services and task requirements to be performed included in Section III. Firm's method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project to include the following: a. Firms Experience specifically consulting services in reference to aviation planning and feasibility studies. b. Relevant Project Experience and Performance on Past Similar Projects c. Demonstrated knowledge and familiarity with the Federal Aviation Administration (FAA) regulations, policies, and procedures as related to General Aviation airports. d. Working relationships with the FAA Atlanta District Office and the Georgia Department of Transportation (GDOT) Aviation Programs.	(0-5)	15	3.8	4.2	3.5		57.5	62.5	52.5
5. Schedule of Work	(0-5)	10	3.2	3.8	3.5		31.7	38.3	35.0
6. Financial Stability	(0-5)	10	3.7	4.0	3.7		36.7	40.0	36.7
7. References	(0-5)	5	3.7	4.3	3.7		18.3	21.7	18.3
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			21.6	24.5	21.0		306.3	345.8	293.3
Phase 2 (Option - Numbers 9-10 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
9. Presentation by Team	(0-5)	10					0	0	0
10. Q&A Response to Panel Questions	(0-5)	5					0	0	0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)			0	0	0		0	0	0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
Total Cumulative Score (Maximum point is 500)			21.6	24.5	21.0		306.3	345.8	293.3
Internal Use Only									
Evaluator: _____ Cumulative _____ Date: _____7/10/23_____									
Procurement Department Representative: _____Nancy Williams_____									
Procurement Department Completion Date: _____7/10/23_____									



DANIEL FIELD AIRPORT

Dedicated—October 27, 1927

Item 17.

GENERAL AVIATION COMMISSION

AIRPORT MANAGER

1775 HIGHLAND AVE.
AUGUSTA, GA 30904
(706) 733-1647

July 19, 2023

Ms. Geri Sams, Procurement Director

REF: RFQ Item #23-257 – Daniel Field Airport Consultant Selection for Professional Planning and Feasibility Study Services for Augusta, Ga – Daniel Field Airport

Dear Ms. Sams,

In accordance with the Augusta RFQ guidelines, the Consultant Evaluation Committee has completed the evaluation process for the Daniel Field Airport Planning Consultant. The Committee recommends the award to MaesAwyr.

Pursuant to the recommendation of the Consultant Evaluation Committee, the Daniel Field General Aviation Commission (DNL GAC) is hereby requesting that the airport consultant planning and feasibility study services for Daniel Field, RFQ Item #23-257, be awarded to MaesAwyr.

The DNL GAC also requests to enter into contract negotiations with MaesAwyr to negotiate fees. At the completion of the contract negotiation, the DNL GAC wishes to submit the approval recommendation of MaesAwyr as the Daniel Field Planning Consultant to the Augusta Commission for approval.

If you have any questions, please do not hesitate to contact me.

Kind regards,

Steve Gay
Airport Manager, Daniel Field

GOODWYN MILLS CAWOOD
6120 POWERS FERRY RD., NW
SUITE 350
ATLANTA, GA 30339

POND & COMPANY
621 NW FRONTAGE ROAD,
SUITE 320
AUGUSTA, GA 30907

MEAD & HUNT
878 SOUTH LAKE DRIVE
LEXINGTON, SC 29072

MORELAND ALTOBELLI
2450 COMMERCE AVENUE
SUITE 100
DULUTH, GA 30096-8910

JOHNSON LASCHNER & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

WOOLPERT
375 NORTHRIDGE RD, #100
ATLANTA, GA 30350

POND & COMPANY
621 NW FRONTAGE ROAD, STE 320
AUGUSTA, GA 30907

AULICK ENGINEERING, LLC
2000 AIRPORT RD., STE. 121
ATLANTA, GA 30341

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

WOOD
ATTN: GREGG HUDSPETH
1075 BIG SHANTY RD., SUITE 100
KENNESAW, GA 30144

PRIME ENGINEERING
3715 NORTHSIDE PARKWAY, NW
300 NORTHCREEK, SUITE 200
ATLANTA, GA 30327

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

JACOB ENGINEERING
10 10TH STREET NW, SUITE 1400
ATLANTA, GA 30309

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

HOLT CONSULTING COMPANY
2801 DEVINE ST., SUITE 201
COLUMBIA, SC 29205

OAC
144 BREAKAWAY TRAIL
TITUSVILLE, FL 32780

KIMLEY-HORN
817 W PEACHTREE ST NW
THE BILTMORE, SUITE 601
ATLANTA, GA 30308

MICHAEL BAKER INTERNATIONAL
420 TECHNOLOGY PARKWAY
SUITE 150
NORCROSS, GA 30092

ALFRED BENESCH & COMPANY
600 PEACHTREE ST., NE SUITE 940
ATLANTA, GA 30308

W. K. DICKSON & CO.
1450 GREENE STREET
SUITE 145
AUGUSTA, GA 30901

GOODWYN, MILLS & CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901

CHA CONSULTING, INC.
270 PEACHTREE STREET, NW
SUITE 1500
ATLANTA, GA 30303

CROY ENGINEERING, LLC
200 NORTH COBB
PKWY., BLD. 400, STE. 413
MARIETTA, GA 30062-3559

AECOM
101 RESEARCH DR
COLUMBIA, SC 29203

ICF
2635 CENTURY CENTER PARKWAY
SUITE 1000
ATLANTA, GA 30345

ALLIED SOLUTION ENTERPRISE
ATTN: JASON COLLIER
300 VETERANS WAY
CARMEL, IN 46032

ROBERT & COMPANY
229 PEACHTREE ST, NE INT TOWER
ATLANTA, GA 30303

GARVER, LLC
4701 NORTH SHORE DRIVE
LITTLE ROCK, AR 72118

HOLT CONSULTING COMPANY, LLC
2915 PREMIERE PARKWAYSUITE 125
DULUTH, GA 30097

INFRASTRUCTURE CONSULTING & ENGINEERING
4940 PEACHTREE INDUSTRIAL BLVD.,
SUITE 3
NORCROSS, GA 30071

KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD
SUITE 350
PEACHTREE CORNERS, GA 30092

MAESAWYR, LLC.
P O BOX 725046
ATLANTA, GA 31139

MEAD AND HUNT, INC.
2440 DEMING WAY
MIDDLETON, WI 53562

PARRISH AND PARTNERS, LLC
140 STONERIDGE DRIVE, SUITE 500
COLUMBIA, SC 29210

PASSERO ASSOCIATES, LLC
13453 N. MAIN STREET, SUITE 104
JACKSONVILLE, FL 32218

RS&H, INC.
730 PEACHTREE STREET, NE SUITE 430
ATLANTA, GA 30308

SOUTHEASTERN ENGINEERING, INC.
(SEI)
2470 SANDY PLAINS RD.
MARIETTA, GA 30066-5706

THE OHMEGA GROUP, LLC
1756 SILVER STREET
JACKSONVILLE, FL 32206

CRAWFORD MURPHY & TILLY, INC.
2750 W. WASHINGTON STREET
SPRINGFIELD, IL 32702

DELTA AIRPORT CONSULTANTS, INC.
2700 POLO PARKWAY
MIDLOTHIAN, VA 23113

**INFRASTRUCTURE CONSULTING &
ENGINEERING**
4940 Peachtree Industrial Blvd., Suite 3
Norcross GA 30071

MAESAWYR, LLC.
P O BOX 725046
ATLANTA GA 31139

Rebecca Shealy
Daniel Fields Airport

Phyllis Johnson
Compliance

**RFQ Item #23-257 Daniel Field Airport
Consultant Selection for Professional
Planning and Feasibility Studies
Services for Augusta, GA – Daniel Field
Airport**
DUE: Wed. June 14, 2023 @ 1:00 p.m.

Warehouse Engineers LLC 2023-05-04	andon@thewarehouseengineers.com Ashby, Brandon	N	NOM
Willis Management and Associates LLC 2023-05-04	info@willismgmtservice.com Willis, DeMarcus	Y	AFA
Wipro Infocrossing 2023-05-04	thomas.stockdale@wipro.com Stockdale, Tom	N	NOM
XEROX STATE HEALTHCARE LLC 2023-05-04	jeff.smith@xerox.com Smith, Jeff	N	NOM
XEROX STATE HEALTHCARE LLC 2023-05-04	jonathan.matheny@conduent.com Matheny, Jonathan		
XEROX STATE HEALTHCARE LLC 2023-05-04	shssvregistrations@conduent.com BIDDESK2, BIDDESK2		
crystal dish 2023-05-04	temmyteeb@yahoo.com ADEPOJU, TEMITOPE	N	NOM
iManagement Consulting LLC 2023-05-04	dan.johnson@imcllc.biz Johnson, Daniel	N	NOM
quality clinical laboratory consultants 2023-05-04	TANISHA@QCLC-LLC.COM TAYLOR-BURNETTE, TANISHA	N	NOM

ETHNIC GROUP	COUNT
--------------	-------

African American	68
Asian American	17
Native American	5
Hispanic/Latino	5
Pacific Island/American	3
Non Minority	462
Not Classified	0
Total Number of Vendors	560
Total Number of Contacts	1226

PR_bid_email_list

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (11)

Supplier 

Download Date

Atlas Technical Consultants LLC	05/04/2023
Avcon, Inc.	05/08/2023
Environmental International Corporation	05/04/2023
Environmental Science Associates	05/08/2023
Get it Done Landscape Management	05/05/2023
Imperial Bag and Paper	05/22/2023
MaesAwyr, LLC.	06/03/2023
Merchant Aviation, LLC	05/18/2023
Onvia, Inc. - Content Department	05/04/2023
Pond & Company	05/05/2023
The Can Man	05/30/2023

[Add Supplier](#)

Supplier Details

Supplier Name	Atlas Technical Consultants LLC
Contact Name	Monica Flournoy
Address	2450 Commerce Avenue Suite 100, Duluth, GA 30096
Email	monica.flournoy@oneatlas.com
Phone Number	770-263-5945

Documents

Filename	Type	Action
23-257_RFP	Bid Document / Specifications	View History

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
- (b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).
- (c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.
- (d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.
- (e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:
 - (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
 - (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

- (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
 - (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Commission Meeting

8/15/2023

Daniel Field Consultant Selection Approval for Engineering, Architectural & Construction Admin Services

Department:	Daniel Field Airport
Presenter:	Becky Shealy, Airport Manager
Caption:	Motion to approve selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-256) for Engineering, Architectural & Construction Admin Services to be effective 8/21/2023.
Background:	The airport employs an airport consulting firm to provide engineering, architectural and construction admin services. The FAA requires the airport to conduct the Consultant Selection Process at least every 5 years. The current contract between Augusta and Goodwin, Mills and Cawood (GMC), expires 10/2/2023; therefore, a consultant selection is required at this time. The Daniel Field General Aviation Commission (DNL GAC) will review the work of the awarded consultant on a yearly basis. If the DNL GAC determines that the consultant of record has not provided the necessary support for Daniel Field within that year, it will recommend that the Consultant Selection Process be conducted prior to the required 5-year timeline, as set forth by the FAA.
Analysis:	The Consultant Selection Committee completed the selection process in accordance with federal, state and local government guidelines. The DNL GAC recommends approving MaesAwyr as its airport engineering, architectural and construction admin consultant of record based on the information presented by the Consultant Selection Committee.
Financial Impact:	MaesAwyr will submit a work authorization for each project/grant. The FAA will pay 90% for work on federally funded projects. The remaining balance will be paid from a GDOT match, and the Daniel Field enterprise fund.
Alternatives:	Deny the recommendation
Recommendation:	The DNL GAC recommends approving the selection of MaesAwyr as airport consultant for Daniel Field Airport.
Funds are available in the following accounts:	Grant Projects in Fund 552, Federal funding at 90%, remaining balance from GDOT match and the Daniel Field enterprise fund.
<u>REVIEWED AND APPROVED BY:</u>	N/A

Request for Qualifications

Request for Qualifications will be received at this office until **Wednesday, June 14, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: 835 0590 4875; Passcode: 502617 for furnishing:

RFQ Item #23-256 Daniel Field Airport Consultant Selection for Engineering, Architectural, and Construction Admin Services for Augusta, GA – Daniel Field Airport

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

A Pre-Qualification Conference will be held on Tuesday, May 30, 2023 @ 10:00 a.m. via Zoom Meeting ID: 856 1645 7080; Passcode: 241820.

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, May 31, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of **90 days** after RFQ have been opened, pending the execution of contract with the successful bidder(s).

Request for qualifications (RFQ) and specifications. An RFQ 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 request for qualification 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 waivable 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 RFQ number on the outside of the envelope.

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 qualification issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Respondents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

**Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle May 4, 11, 18, 25, 2023
Metro Courier May 4, 2023

Revised: 3/22/21



**RFQ Item #23-256 Daniel Field Airport Consultant Selection
for Engineering, Architectural, and Construction Admin Services for Augusta, GA
Daniel Field Airport
RFP Due: Wednesday, June 14, 2023 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 42
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 299
Georgia Procurement Registry: 2355
Total packages submitted: 4
Total Noncompliant: 0

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies	Compliance Review DBE Goal
Mead & Hunt, Inc. 878 South Lake Dr. Lexington, SC 29072	Yes	Yes	1430084	Yes	Yes	Yes	Yes
Kimberly Horn and Associates, Inc. 11720 Amber Park Drive, Suite 600 Alpharetta, GA 30009	Yes	Yes	412062	Yes	Yes	Yes	Yes
MaesAwyr, LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Yes	Yes	943176	Yes	Yes	Yes	Yes
Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210	Yes	Yes	665370	Yes	Yes	Yes	Yes



Evaluation Sheet RFQ Item #23-256 Daniel Field Airport Consultant Selection
for Engineering, Architectural, and Construction Admin Services for Augusta, GA – Daniel Field Airport
RFQ Evaluation Date: Monday, July 10, 2023 @ 2:00 p.m.

Vendors			Mead & Hunt, Inc. 878 South Lake Dr. Lexington, SC 29072	Kimberly Horn and Associates, Inc. 11720 Amber Park Drive, Suite 600 Alpharetta, GA 30009	MaesAwyr,LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210		Mead & Hunt, Inc. 878 South Lake Dr. Lexington, SC 29072	Kimberly Horn and Associates, Inc. 11720 Amber Park Drive, Suite 600 Alpharetta, GA 30009	MaesAwyr,LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)					Weighted Scores			
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS		PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	25	3.4	3.2	3.9	3.8		85.4	79.2	97.9	95.8
3. Organization & Approach Include	(0-5)	20	3.8	3.2	4.2	3.2		76.7	63.3	83.3	63.3
4. Scope of Services - Firm’s understanding of the Scope of Services and task requirements to be performed included in Section III. Firm’s method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project to include the following: a. Firms experience specifically consulting services in reference to aviation architectural, engineering, planning or construction administration services. b. Relevant project experience and performance on past similar projects. c. Demonstrated knowledge and familiarity with the Federal Aviation Administration (FAA) regulations, policies, and procedures as related to general aviation airports. d. Working relationships with the FAA Atlanta District Office and the Georgia Department of Transportation (GDOT) Aviation Programs.	(0-5)	15	3.8	3.5	4.5	3.5		57.5	52.5	67.5	52.5
5. Schedule of Work	(0-5)	10	3.2	3.2	3.8	3.2		31.7	31.7	38.3	31.7
6. Financial Stability	(0-5)	10	3.7	4.2	4.0	3.7		36.7	41.7	40.0	36.7
7. References	(0-5)	5	3.7	4.0	4.3	3.7		18.3	20.0	21.7	18.3
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			21.6	21.2	24.8	21.0		306.3	288.3	348.8	298.3
Phase 2 (Option - Numbers 9-10 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
9. Presentation by Team	(0-5)	10						0	0	0	0
10. Q&A Response to Panel Questions	(0-5)	5						0	0	0	0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)			0	0	0	0		0	0	0	0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
Total Cumulative Score (Maximum point is 500)			21.6	21.2	24.8	21.0		306.3	288.3	348.8	298.3
Internal Use Only											
Evaluator: _____Cumulative Eval_____ Date: __7/10/23_____											
Procurement DepartmentRepresentative:_____Nancy Williams_____											
Procurement Department Completion Date: __7/10/23_____											



DANIEL FIELD AIRPORT

Dedicated—October 27, 1927

Item 18.

GENERAL AVIATION COMMISSION

AIRPORT MANAGER

1775 HIGHLAND AVE.
AUGUSTA, GA 30904
(706) 733-1647

July 19, 2023

Ms. Geri Sams, Procurement Director

REF: RFQ Item #23-256 – Daniel Field Airport Consultant Selection for Engineering, Architectural, and Construction Admin Services for Augusta, Ga – Daniel Field Airport

Dear Ms. Sams,

In accordance with the Augusta RFQ guidelines, the Consultant Evaluation Committee has completed the evaluation process for the Daniel Field Airport Engineering Consultant. The Committee recommends the award to MaesAwyr.

Pursuant to the recommendation of the Consultant Evaluation Committee, the Daniel Field General Aviation Commission (DNL GAC) is hereby requesting that the airport consultant engineering, architectural and construction admin services for Daniel Field, RFQ Item #23-256, be awarded to MaesAwyr.

The DNL GAC also requests to enter into contract negotiations with MaesAwyr to negotiate fees. At the completion of the contract negotiation, the DNL GAC wishes to submit the approval recommendation of MaesAwyr as the Daniel Field Engineering Consultant to the Augusta Commission for approval.

If you have any questions, please do not hesitate to contact me.

Kind regards,

Steve Gay
Airport Manager, Daniel Field

GOODWYN MILLS CAWOOD
6120 POWERS FERRY RD., NW
SUITE 350
ATLANTA, GA 30339

MORELAND ALTOBELLI
2450 COMMERCE AVENUE
SUITE 100
DULUTH, GA 30096-8910

POND & COMPANY
621 NW FRONTAGE ROAD, STE 320
AUGUSTA, GA 30907

WOOD
ATTN: GREGG HUDSPETH
1075 BIG SHANTY RD., SUITE 100
KENNESAW, GA 30144

JACOB ENGINEERING
10 10TH STREET NW, SUITE 1400
ATLANTA, GA 30309

OAC
144 BREAKAWAY TRAIL
TITUSVILLE, FL 32780

ALFRED BENESCH & COMPANY
600 PEACHTREE ST., NE SUITE 940
ATLANTA, GA 30308

CHA CONSULTING, INC.
270 PEACHTREE STREET, NW
SUITE 1500
ATLANTA, GA 30303

ICF
2635 CENTURY CENTER PARKWAY
SUITE 1000
ATLANTA, GA 30345

GARVER, LLC
4701 NORTH SHORE DRIVE
LITTLE ROCK, AR 72118

POND & COMPANY
621 NW FRONTAGE ROAD,
SUITE 320
AUGUSTA, GA 30907

JOHNSON LASCHOB & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

AULICK ENGINEERING, LLC
2000 AIRPORT RD., STE. 121
ATLANTA, GA 30341

PRIME ENGINEERING
3715 NORTHSIDE PARKWAY, NW
300 NORTHCREEK, SUITE 200
ATLANTA, GA 30327

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

KIMLEY-HORN
817 W PEACHTREE ST NW
THE BILTMORE, SUITE 601
ATLANTA, GA 30308

W. K. DICKSON & CO.
1450 GREENE STREET
SUITE 145
AUGUSTA, GA 30901

CROY ENGINEERING, LLC
200 NORTH COBB
PKWY., BLD. 400, STE. 413
MARIETTA, GA 30062-3559

ALLIED SOLUTION ENTERPRISE
ATTN: JASON COLLIER
300 VETERANS WAY
CARMEL, IN 46032

HOLT CONSULTING COMPANY, LLC
2915 PREMIERE PARKWAYSUITE 125
DULUTH, GA 30097

MEAD & HUNT
878 SOUTH LAKE DRIVE
LEXINGTON, SC 29072

WOOLPERT
375 NORTHRIDGE RD, #100
ATLANTA, GA 30350

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

HOLT CONSULTING COMPANY
2801 DEVINE ST., SUITE 201
COLUMBIA, SC 29205

MICHAEL BAKER INTERNATIONAL
420 TECHNOLOGY PARKWAY
SUITE 150
NORCROSS, GA 30092

GOODWYN, MILLS & CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901

AECOM
101 RESEARCH DR
COLUMBIA, SC 29203

ROBERT & COMPANY
229 PEACHTREE ST, NE INT TOWER
ATLANTA, GA 30303

**INFRASTRUCTURE CONSULTING &
ENGINEERING**
4940 PEACHTREE INDUSTRIAL BLVD.,
SUITE 3
NORCROSS, GA 30071

KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD
SUITE 350
PEACHTREE CORNERS, GA 30092

MAESAWYR, LLC.
P O BOX 725046
ATLANTA, GA 31139

MEAD AND HUNT, INC.
2440 DEMING WAY
MIDDLETON, WI 53562

PARRISH AND PARTNERS, LLC
140 STONERIDGE DRIVE, SUITE 500
COLUMBIA, SC 29210

PASSERO ASSOCIATES, LLC
13453 N. MAIN STREET, SUITE 104
JACKSONVILLE, FL 32218

RS&H, INC.
730 PEACHTREE STREET, NE SUITE 430
ATLANTA, GA 30308

SOUTHEASTERN ENGINEERING, INC.
(SEI)
2470 SANDY PLAINS RD.
MARIETTA, GA 30066-5706

THE OHMEGA GROUP, LLC
1756 SILVER STREET
JACKSONVILLE, FL 32206

CRAWFORD MURPHY & TILLY, INC.
2750 W. WASHINGTON STREET
SPRINGFIELD, IL 32702

DELTA AIRPORT CONSULTANTS, INC.
2700 POLO PARKWAY
MIDLOTHIAN, VA 23113

**INFRASTRUCTURE CONSULTING &
ENGINEERING**
4940 Peachtree Industrial Blvd., Suite 3
Norcross GA 30071

MAESAWYR, LLC.
P O BOX 725046
ATLANTA GA 31139

Rebecca Shealy
Daniel Fields Airport

Phyllis Johnson
Compliance

**RFQ Item #23-256 Daniel Field Airport
Consultant Selection for Engineering,
Architectural, and Construction Admin
Services for Augusta, GA – Daniel Field
Airport**
DUE: Wed. June 14, 2023 @ 11:00 a.m.

rohadfox Construction Control Services C 2023-05-04	debra.james@rccsc.net James, Debra	Y	AFA
rohadfox Construction Control Services C 2023-05-04	rccsc@rccsc.net Rohadfox, Rebekah J.		
sinc electrical 2023-05-04	bademail@doas.ga.gov key, Joey	N	NOM
sinc electrical 2023-05-04	lee@sincelectrical.com knight, lee		
vda 2023-05-04	bademail@doas.ga.gov McGarr, John	N	NOM
vda 2023-05-04	kdonner@vdassoc.com Donner, Ken		

ETHNIC GROUP	COUNT
African American	109
Asian American	22
Native American	8
Hispanic/Latino	5
Pacific Island/American	3
Non Minority	969
Not Classified	0
Total Number of Vendors	1116
Total Number of Contacts	2355

[PR_bid_email_list](#)

Planholders

Add Supplier

Export To Excel

Supplier (10)

Supplier	Download Date
Applied Pavement Technology, Inc.	05/05/2023
Atlas Technical Consultants LLC	05/04/2023
Consilience Group	05/04/2023
ConstructConnect	05/30/2023
Dodge Data	05/06/2023
MaesAwyr, LLC.	06/03/2023
Merchant Aviation, LLC	05/04/2023
Onvia, Inc. - Content Department	05/04/2023
Ross & Barruzzini	05/04/2023
Studio 3 Design Group	05/05/2023

Add Supplier

Supplier Details

Supplier Name	Applied Pavement Technology, Inc.
Contact Name	Tracey Greif
Address	115 W. Main Street , Reno, NV 61801
Email	tgreif@appliedpavement.com
Phone Number	775-345-1999

Remove

Documents

Filename	Type	Action
23-256_RFP	Bid Document / Specifications	View History

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
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- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:
 - (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
 - (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

- (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
 - (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Meeting Name

Meeting Date: August 8, 2023

Cover Sheet – 2024 Tentative Allocation for Daniel Field Airport

Department:	Daniel Field Airport
Presenter:	Becky Shealy
Caption:	Approve the Daniel Field Airport FY2024 Tentative Allocation of \$2,152,726 for FAA & GDOT funding & approve Mayor Johnson signing the acceptance of the TA.
Background:	<p>This is the tentative allocation funding GDOT has approved for Fiscal Year 2024 for Daniel Field Airport based on the Capital Improvement Plan submitted last November. Project include:</p> <ol style="list-style-type: none"> 1. Design-Runway 11/29, Taxiway D & apron rehabilitation 2. Environmental Assessment for obstruction mitigation on Runway 23 approach 3. Construction-Runway 11/29, Taxiway D & apron rehabilitation
Analysis:	<p>DESIGN-R/W 11/29, TAXIWAY D & APRON REHABILITATION - Runway 11/29 is not federally funded since it is not the primary runway. Lack of federal funding has prevented much needed pavement improvements to 11/29. GDOT has agreed to fund a state grant for the design of the runway rehabilitation. (PROJECTED SCHEDULE: Start October 2023)</p> <p>ENVIRONMENTAL ASSESSMENT FOR OBSTRUCTION MITIGATION ON RUNWAY 23 APPROACH-An obstruction mitigation feasibility study completed in 2022 determined obstructions to the approach on Runway 23 must be mitigated. An environmental assessment is required prior to mitigation to ensure there are no negative environmental impacts. (PROJECTED SCHEDULE: Start October 2023)</p> <p>CONSTRUCTION- R/W 11/29, TAXIWAY D & APRON REHABILITATION -Runway 11/29 is not federally funded since it is not the primary runway. Lack of federal funding has prevented much needed pavement improvements to 11/29. GDOT has agreed to fund a state grant for the construction of the runway rehabilitation. (PROJECTED SCHEDULE: Start May 2024.</p>
Financial Impact:	DESIGN-R/W 11/29, TAXIWAY D & APRON REHABILITATION- State GDOT grant funded at 75%. The remaining 25% to be funded by TIA 2 awarded to Daniel Field for Airfield Improvements. TOTAL=\$225,000

ENVIRONMENTAL ASSESSMENT FOR OBSTRUCTION MITIGATION
ON RUNWAY 23 APPROACH- Federal (FAA) grant funded at 90%, State (GDOT) match at 5%, TIA 2 funding awarded to Daniel Field for Airfield Improvements. TOTAL=\$250,000

CONSTRUCTION- R/W 11/29, TAXIWAY D & APRON
REHABILITATION- State (GDOT) grant funded at 75%. The remaining 25% to be funded by TIA 2 awarded to Daniel Field for Airfield Improvements. TOTAL=\$1,677,726

TOTAL AMOUNT OF ALL PROJECTS=\$2,152,726

- Alternatives:** Deny the recommendation of the DNL GAC to approve the Tentative Allocation as well as Mayor Johnson signing the Tentative Allocation reply letter.
- Recommendation:** The Daniel Field Airport General Aviation Commission (DNL GAC) recommends approval of the Tentative Allocation and approval of Mayor Johnson signing the Tentative Allocation reply letter as the sponsor on behalf of Daniel Field Airport.
- Funds are available in the following accounts:** Federal (FAA), State (GDOT), TIA 2
NO LOCAL MATCH REQUIRED FOR THESE PROJECTS
Funding available in 552 account one awarded.

REVIEWED AND APPROVED BY: Becky Shealy – Airport Manager



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

Item 19.

June 30, 2023

Via Email

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 at Daniel Field.

Project Description	Est. Total	Est. Fed-AIP	Est. Fed-BIL	Est. State	Est. Local
Design Rwy 11/29, Twy D and Apron Rehab	\$225,000	\$0.00	\$0.00	\$168,750	\$56,250
Rehabilitate Rwy 11/29, Twy D, and Apron	\$1,677,726	\$0.00	\$0.00	\$1,258,294	\$419,432
Environmental Assessment	\$250,000	\$150,000	\$75,000	\$12,500	\$12,500
Project Totals	\$2,152,726	\$150,000	\$75,000	\$1,439,544	\$488,181

Please confirm, by letter, no later than **July 31, 2023**, your intent to proceed with and fund this project in the state's Fiscal Year 2024, which ends June 30, 2024. State funding for this project 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 \$488,181.** 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.

The Department has planned 2 contracts for the above contracts. See confirmation template for proposed schedules. Please note if the project does not meet the agreed upon schedule the Department will consider moving the project in order to accommodate other projects or consider deferring the project to the next fiscal year. 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,
O=GDOT, OU=Division of
Intermodal, CN=Leigh Ann Trainer
Date: 2023.06.30 10:59:43-04'00'

Leigh Ann Trainer, Assistant Director
Division of Intermodal

cc: Greg Morris, State Transportation Board
Steve Gay, Airport Manager
Becky Shealy, VP Business Development

[On Sponsor Letterhead]**[Date]**

Mr. Russell R. McMurry, P.E., Commissioner
 Georgia Department of Transportation
 600 W. Peachtree St., NW
 Atlanta, GA 30308

Attn: Colette E. Williams, A.A.E., Assistant Aviation Program Manager

Dear Commissioner McMurry:

By copy of this letter, we confirm our intent to proceed with and fund design and construct Rwy 11/29, Twy D, and Apron Rehabilitation, and environmental assessment at Daniel Field.

1. In accordance with Department policy, we respectfully request state funding assistance in the amount of 75% of the state/local project and 50% of the eligible nonfederal share of the federal project.
2. Will meet the following project schedule to meet a contract date of
[please discuss with your Project Manager prior to responding if you would like a revised schedule]

Project Activity	Date
Scope Submittal-EA and Design	August
GDOT Scope Response	August
Final Scope Submittal	September
GDOT Contract	October
Sponsor Execution	October
Bid Advertisement-Rwy, Twy, Apron	March
Bid Opening	April
Certified Bid Tab Submittal	April
GDOT Contract	May
Sponsor Execution	May

In addition, it is understood if the agreed upon scheduled contract date is not met the Department will consider moving the project to later in FY24 or consider deferring the project to the next fiscal year.

Sincerely,

[Signature]**[Airport Sponsor Representative Printed Name]**

cc: Brian Walden, Aviation Project Manager

AUGUSTA, GEORGIA
New Grant Proposal/Application

Item 19.

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

PR000447 DNL FIELD Design & Const for RW11/29 Rehab; Environ Assess RW23

Requesting grant funds for the Design and Rehabilitation of RW 11/29 (State Grant) and for the Environmental Assessment for Obstruction Mitigation for RW 23 (Federal Grant w/State match)

Daniel Field was awarded a TIA 2 grant. The local match will come from this fund.

Cash Match Source: TIA 2

EEO Required: Yes

EEO Notified: NO

Start Date: 08/31/2023

End Date: 01/31/2025

Submit Date: 07/26/2023

Department: 082

Daniel Field **Cash Match?** Y

Total Budgeted Amount: 2,152,726.00

Total Funding Agency:

1,664,544.00 **Total Cash Match:** 488,182.00

Sponsor: GM0004

Fed Aviation Adm

Sponsor Type: F

Federal

Purpose: 19

Airport improvement

Flow Thru ID: GM0006 GDOT

Contacts

Type	ID	Name	Phone
I	GMI019	Shealy, Becky	(706)922-0408

Approvals

Type	By	Date
FA	RSHEALY	07/26/2023

Dept. Signature:

Grant Coordinator 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

Finance Director

7-26-2023

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

JK House

Administrator

7/31/2023

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.



Commission Meeting

August 15, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Rental Car Concessions Agreement Amendment
Presenter:	Herbert Judon
Caption:	Motion to approve and adopt the Amendment to the Rental Car Concessions Agreements for Avis, Budget, Enterprise, and National/Alamo. Approved by the Augusta Aviation Commission on July 27, 2023 (ITB 23-299C).(Approved by Public Services Committee August 8, 2023)
Background:	<p>The Rental Car Agencies executed concession agreements with Augusta Regional Airport in 2020. At the time, there was not a scheduled completion date for the new Consolidated Rental Car Service Facility. The building is scheduled to be complete by September or October 2023, at which point the agencies will be able to occupy and utilize the facility.</p> <p>The current concession agreement does not reflect usage or maintenance of the new facility. This amendment will incorporate the usage, maintenance and applicable fees. Avis, Budget, Enterprise, and National/Alamo have all submitted the signed amendments to their concession agreements.</p>
Analysis:	The amendment to the concession agreement outlines the operations and maintenance (O&M) cost associated for each rental car agency and their allowed and prohibited uses of the facility. All O&M costs will be borne by the agencies.
Financial Impact:	AGS will receive land rent revenues of approximately \$167,000 annually for the facility.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on July 27, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AMENDMENT NO. 1 TO RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Enterprise Leasing Company-Southeast, LLC, d/b/a Alamo Rent A Car and National Car Rental, a limited liability company existing under the laws of the state of Delaware (Lessee).

WITNESSETH:

WHEREAS, the Augusta Regional Airport (Airport) is owned by Augusta, Georgia and operated by the Commission; and

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is a corporation primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, on March 1, 2020, the Lessor and Lessee entered into a Rental Car Concession and Lease Agreement which anticipated the construction of a common use service facility; and

WHEREAS, the parties hereto now desire to set forth the actual area and commencement date for occupancy of the Service Center premises and amend certain provisions of the Agreement related to the use and rent of these Service Center premises.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Lessor and Lessee hereby agree to amend the Rental Car Concession and Lease Agreement as follows:

1. Section 1.17 of the Agreement is deleted in its entirety and replaced with the following:

“Leased Premises” or “Premises” shall mean the areas leased to Lessee to conduct business as set forth on Exhibits “A,” “B,” and “D” and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all

easements (excluding easements for light and air), rights of way, and appurtenances pertaining thereto.

2. Section 1.27 of the Agreement is deleted in its entirety and replaced with the following:

“Service Center” shall mean that consolidated area of the Airport designed by the Lessor for the servicing and fueling of rental vehicles.

3. Section 1.28 is hereby added to the Agreement as follows:

“TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successors(s).

4. Section 5.1 of the Agreement is deleted its entirety and replaced with the following:

In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property designated for Lessee shown on Exhibits “A” and “B” for its exclusive use and the property designated as Exhibit “D” for its joint use with other tenants.

5. Section 5.7 of the Agreement is deleted in its entirety and replaced with the following:

Service Center. The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of twelve 180’ fleet holding lanes and zero 40’ fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit “D.”

6. Section 8.6 is hereby added to the Agreement as follows:

Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.
- (4) Loading and unloading of vehicles for rental at the Airport from vehicle haulers.

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport

Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

7. Section 17.2.2 is hereby deleted in its entirety and replaced with the following:

17.2.2 For the period commencing March 1, 2020 through February 28, 2025, Lessee shall pay the sum of \$3,832.50 per month for Ready Return Block “C.”

8. Section 17.2.3 is hereby added to the Agreement as follows:

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Upon effective date of this Amendment, Lessee shall pay the sum of \$5,400 per month on the first day of the month, for its 25 percent share of the estimated operating and maintenance costs of the Service Center for the five-month period October 1, 2023 to February 28, 2024. Effective March 1, 2024, Lessee shall pay on a monthly basis, the sum of one-twelfth of its 25 percent share of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2024 to February 28, 2025. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on October 1, 2023.

At the end of each contract year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee’s 25 percent proportionate share for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next contract year, except that any excess payment during the final contract year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of

any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean and sanitary condition as it determines, in its sole discretion. The first five-months operating and maintenance budget is set forth in Exhibit “E”.

9. Section 17.2.4 is hereby added to the Agreement as follows:

Fuel Use Reimbursement. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor reimbursement for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.

10. Section 41.6 is hereby added to the Agreement as follows:

Stormwater Pollution Prevention. The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

- A. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;

2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and

3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

B. Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

C. Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

D. Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

11. Exhibit "D" – Service Center is hereby added to the Agreement.

12. Exhibit "E" – Service Center Rent and O&M Budget is hereby added to the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective October 1, 2023.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

By: _____

Garnett L. Johnson, Mayor

Dan Troutman, Chairman

Attest:

Attest:

Lena Bonner, Clerk of Commission

Dereena Harris, Clerk, Aviation Commission

Date: _____

Lessee

By: _____

Lessee Name & Title

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Wayne Brown, General Counsel

Date: _____

EXHIBIT D SERVICE CENTER

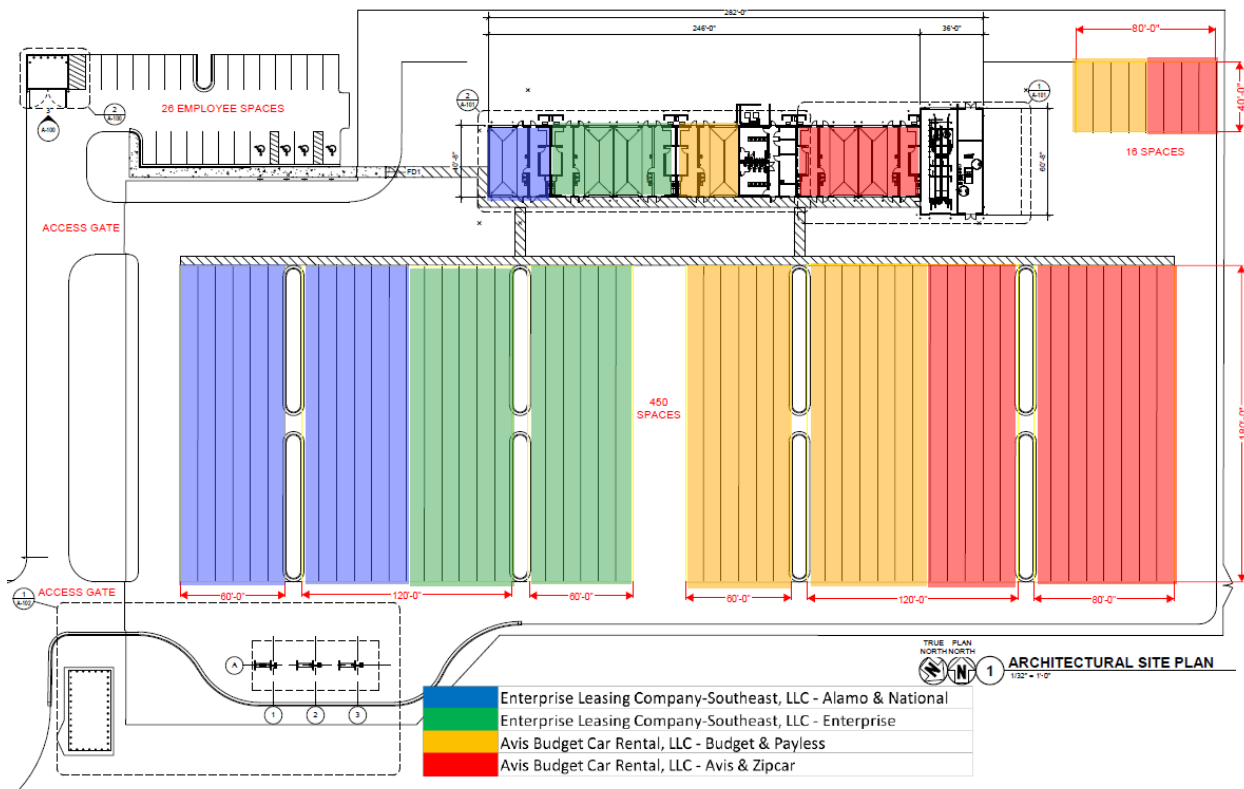


EXHIBIT E
SERVICE CENTER RENT AND O&M BUDGET

Annual Land Rent - 11 acres / \$0.35/square foot/year	\$ 167,706	
To be funded with CFCs		
O & M Expense	Total (12 months)	10/1/23 - 2/28/24 (5 months)
Utilities - Water/Sewer	\$ 7,650	\$ 3,188
Utilities - Refuse	3,200	1,333
Utilities - Electricity	19,000	7,917
HVAC Maintenance	3,200	1,333
Data Services (fiber, phone, etc.)	3,825	1,594
Soap/Detergent Supplies/Car Wash Components	53,000	22,083
Janitorial Supplies	10,200	4,250
Gate Maintenance	12,720	5,300
General Maintenance/Repairs	30,450	12,688
Minor Capital Improvements	12,720	5,300
Pest Control	325	135
Fire Alarm Monitoring/Security System	1,060	442
Janitorial Labor	30,000	12,500
Management/Administration Labor	16,500	6,875
Insurance	2,250	938
Stormwater Fees	9,900	4,125
Total O & M Expenses	\$ 216,000	\$ 90,000
Reserve for Major Repair & Replacement		
12 month reserve to be funded across 5 years	\$ 43,200	\$ 18,000
Total - Budget	\$ 259,200	\$ 108,000

AMENDMENT NO. 1 TO RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Avis Budget Car Rental, LLC d/b/a Avis Rent A Car System, LLC and Zipcar, Inc., a corporation existing under the laws of the state of New Jersey (Lessee).

WITNESSETH:

WHEREAS, the Augusta Regional Airport (Airport) is owned by Augusta, Georgia and operated by the Commission; and

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is a corporation primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, on March 1, 2020, the Lessor and Lessee entered into a Rental Car Concession and Lease Agreement which anticipated the construction of a common use service facility; and

WHEREAS, the parties hereto now desire to set forth the actual area and commencement date for occupancy of the Service Center premises and amend certain provisions of the Agreement related to the use and rent of these Service Center premises.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Lessor and Lessee hereby agree to amend the Rental Car Concession and Lease Agreement as follows:

1. Section 1.17 of the Agreement is deleted in its entirety and replaced with the following:

“Leased Premises” or “Premises” shall mean the areas leased to Lessee to conduct business as set forth on Exhibits “A,” “B,” and “D” and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all

easements (excluding easements for light and air), rights of way, and appurtenances pertaining thereto.

2. Section 1.27 of the Agreement is deleted in its entirety and replaced with the following:

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3. Section 1.28 is hereby added to the Agreement as follows:

“TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successors(s).

4. Section 5.1 of the Agreement is deleted its entirety and replaced with the following:

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5. Section 5.7 of the Agreement is deleted in its entirety and replaced with the following:

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6. Section 8.6 is hereby added to the Agreement as follows:

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- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.
- (4) Loading and unloading of vehicles for rental at the Airport from vehicle haulers.

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport

Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

7. Section 17.2.2 is hereby deleted in its entirety and replaced with the following:

17.2.2 For the period commencing March 1, 2020 through February 28, 2025, Lessee shall pay the sum of \$3,832.50 per month for Ready Return Block “B.”

8. Section 17.2.3 is hereby added to the Agreement as follows:

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Upon effective date of this Amendment, Lessee shall pay the sum of \$5,400 per month on the first day of the month, for its 25 percent share of the estimated operating and maintenance costs of the Service Center for the five-month period October 1, 2023 to February 28, 2024. Effective March 1, 2024, Lessee shall pay on a monthly basis, the sum of one-twelfth of its 25 percent share of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2024 to February 28, 2025. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on October 1, 2023.

At the end of each contract year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee’s 25 percent proportionate share for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next contract year, except that any excess payment during the final contract year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of

any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean and sanitary condition as it determines, in its sole discretion. The first five-months operating and maintenance budget is set forth in Exhibit “E”.

9. Section 17.2.4 is hereby added to the Agreement as follows:

Fuel Use Reimbursement. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor reimbursement for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.

10. Section 41.6 is hereby added to the Agreement as follows:

Stormwater Pollution Prevention. The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

- A. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;

2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and

3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

B. Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

C. Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

D. Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

11. Exhibit "D" – Service Center is hereby added to the Agreement.

12. Exhibit "E" – Service Center Rent and O&M Budget is hereby added to the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective October 1, 2023.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

By: _____

Garnett L. Johnson, Mayor

Dan Troutman, Chairman

Attest:

Attest:

Lena Bonner, Clerk of Commission

Dereena Harris, Clerk, Aviation Commission

Date: _____

Lessee

By: _____

Lessee Name & Title

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Wayne Brown, General Counsel

Date: _____

EXHIBIT D
SERVICE CENTER

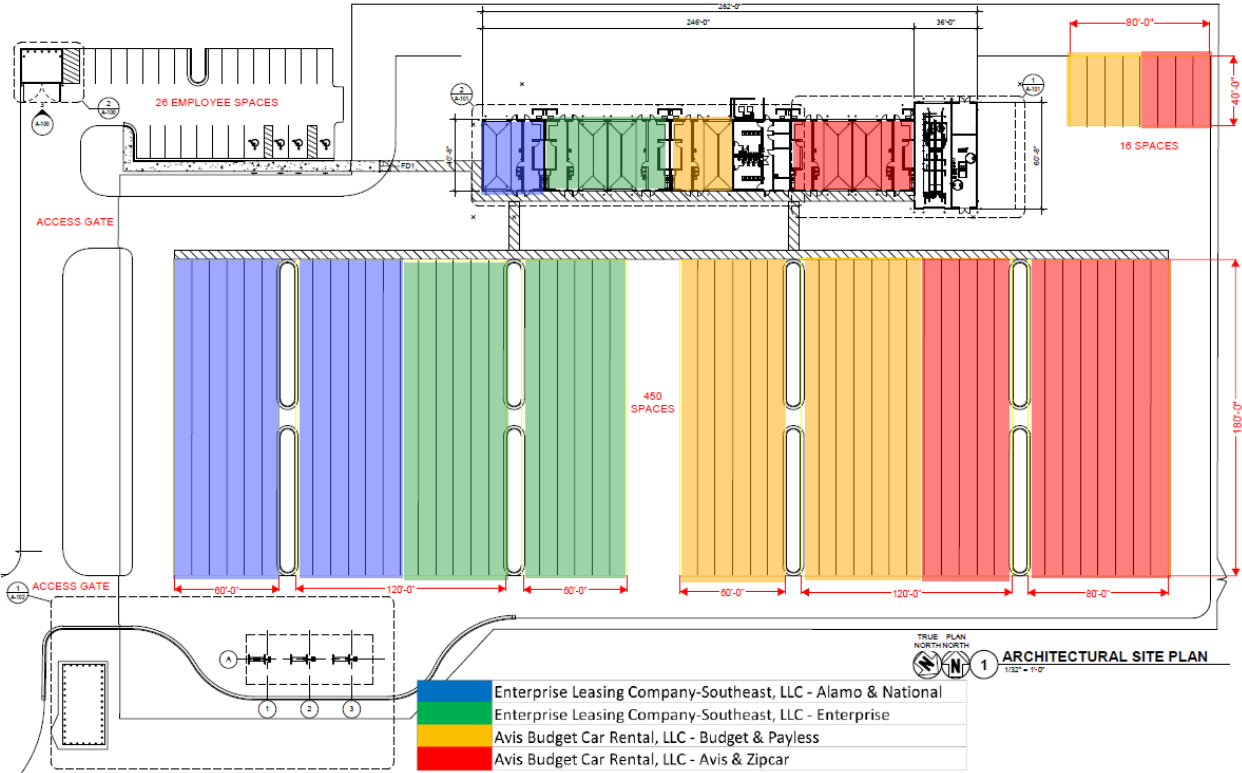


EXHIBIT E
SERVICE CENTER RENT AND O&M BUDGET

Annual Land Rent - 11 acres / \$0.35/square foot/year	\$ 167,706	
To be funded with CFCs		
O & M Expense	Total (12 months)	10/1/23 - 2/28/24 (5 months)
Utilities - Water/Sewer	\$ 7,650	\$ 3,188
Utilities - Refuse	3,200	1,333
Utilities - Electricity	19,000	7,917
HVAC Maintenance	3,200	1,333
Data Services (fiber, phone, etc.)	3,825	1,594
Soap/Detergent Supplies/Car Wash Components	53,000	22,083
Janitorial Supplies	10,200	4,250
Gate Maintenance	12,720	5,300
General Maintenance/Repairs	30,450	12,688
Minor Capital Improvements	12,720	5,300
Pest Control	325	135
Fire Alarm Monitoring/Security System	1,060	442
Janitorial Labor	30,000	12,500
Management/Administration Labor	16,500	6,875
Insurance	2,250	938
Stormwater Fees	9,900	4,125
Total O & M Expenses	\$ 216,000	\$ 90,000
Reserve for Major Repair & Replacement		
12 month reserve to be funded across 5 years	\$ 43,200	\$ 18,000
Total - Budget	\$ 259,200	\$ 108,000

AMENDMENT NO. 1 TO RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Enterprise Leasing Company-Southeast, LLC, d/b/a Enterprise Rent-A-Car, a limited liability company existing under the laws of the state of Delaware (Lessee).

WITNESSETH:

WHEREAS, the Augusta Regional Airport (Airport) is owned by Augusta, Georgia and operated by the Commission; and

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is a corporation primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, on March 1, 2020, the Lessor and Lessee entered into a Rental Car Concession and Lease Agreement which anticipated the construction of a common use service facility; and

WHEREAS, the parties hereto now desire to set forth the actual area and commencement date for occupancy of the Service Center premises and amend certain provisions of the Agreement related to the use and rent of these Service Center premises.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Lessor and Lessee hereby agree to amend the Rental Car Concession and Lease Agreement as follows:

1. Section 1.17 of the Agreement is deleted in its entirety and replaced with the following:

“Leased Premises” or “Premises” shall mean the areas leased to Lessee to conduct business as set forth on Exhibits “A,” “B,” and “D” and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all

easements (excluding easements for light and air), rights of way, and appurtenances pertaining thereto.

2. Section 1.27 of the Agreement is deleted in its entirety and replaced with the following:

“Service Center” shall mean that consolidated area of the Airport designed by the Lessor for the servicing and fueling of rental vehicles.

3. Section 1.28 is hereby added to the Agreement as follows:

“TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successors(s).

4. Section 5.1 of the Agreement is deleted its entirety and replaced with the following:

In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property designated for Lessee shown on Exhibits “A” and “B” for its exclusive use and the property designated as Exhibit “D” for its joint use with other tenants.

5. Section 5.7 of the Agreement is deleted in its entirety and replaced with the following:

Service Center. The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of two detail bays, offices, breakrooms, and storage/telecom rooms, exclusive use of twelve 180’ fleet holding lanes and zero 40’ fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit “D.”

6. Section 8.6 is hereby added to the Agreement as follows:

Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.
- (4) Loading and unloading of vehicles for rental at the Airport from vehicle haulers.

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport

Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

7. Section 17.2.2 is hereby deleted in its entirety and replaced with the following:

17.2.2 For the period commencing March 1, 2020 through February 28, 2025, Lessee shall pay the sum of \$1,916.25 per month for Ready Return Block “D.”

8. Section 17.2.3 is hereby added to the Agreement as follows:

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Upon effective date of this Amendment, Lessee shall pay the sum of \$5,400 per month on the first day of the month, for its 25 percent share of the estimated operating and maintenance costs of the Service Center for the five-month period October 1, 2023 to February 28, 2024. Effective March 1, 2024, Lessee shall pay on a monthly basis, the sum of one-twelfth of its 25 percent share of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2024 to February 28, 2025. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on October 1, 2023.

At the end of each contract year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee’s 25 percent proportionate share for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next contract year, except that any excess payment during the final contract year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of

any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean and sanitary condition as it determines, in its sole discretion. The first five-months operating and maintenance budget is set forth in Exhibit “E”.

9. Section 17.2.4 is hereby added to the Agreement as follows:

Fuel Use Reimbursement. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor reimbursement for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.

10. Section 41.6 is hereby added to the Agreement as follows:

Stormwater Pollution Prevention. The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

- A. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;

2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and

3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

B. Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

C. Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

D. Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

11. Exhibit "D" – Service Center is hereby added to the Agreement.

12. Exhibit "E" – Service Center Rent and O&M Budget is hereby added to the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective October 1, 2023.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

By: _____

Garnett L. Johnson, Mayor

Dan Troutman, Chairman

Attest:

Attest:

Lena Bonner, Clerk of Commission

Dereena Harris, Clerk, Aviation Commission

Date: _____

Lessee

By: _____

Lessee Name & Title

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Wayne Brown, General Counsel

Date: _____

EXHIBIT D
SERVICE CENTER

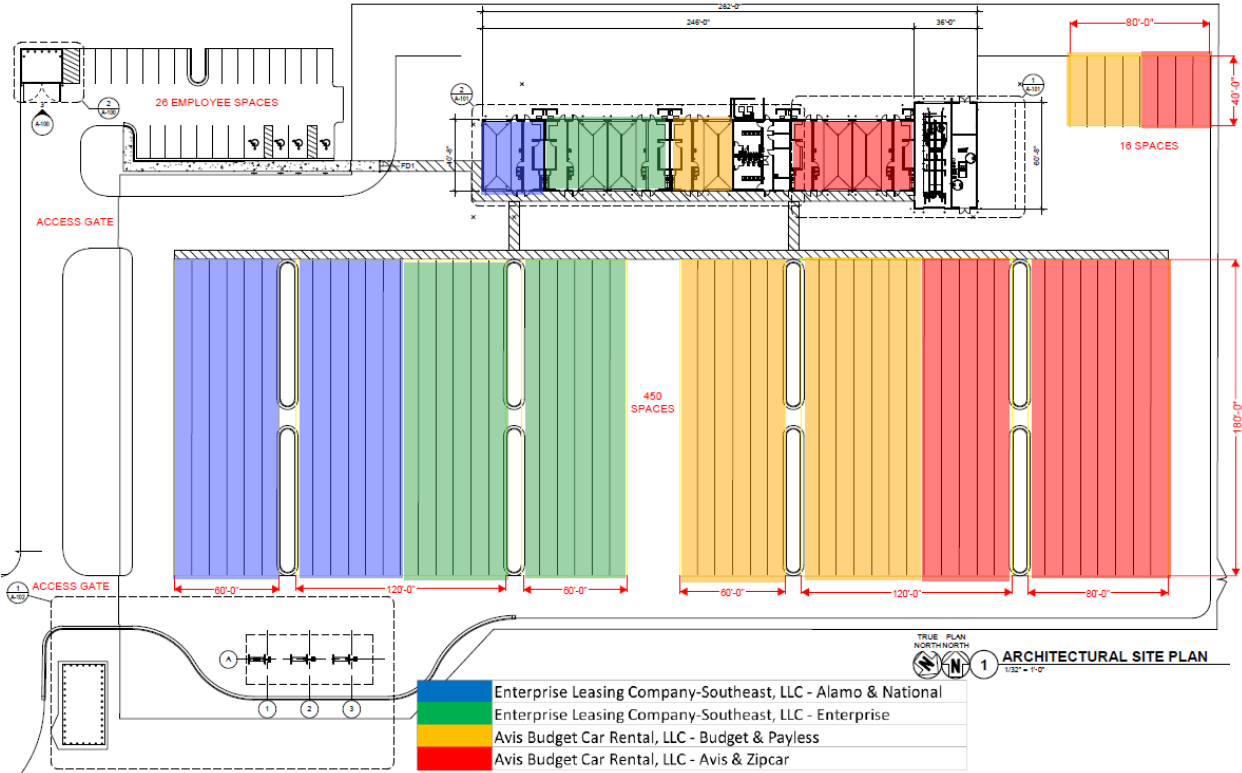


EXHIBIT E
SERVICE CENTER RENT AND O&M BUDGET

Annual Land Rent - 11 acres / \$0.35/square foot/year	\$ 167,706	
To be funded with CFCs		
O & M Expense	Total (12 months)	10/1/23 - 2/28/24 (5 months)
Utilities - Water/Sewer	\$ 7,650	\$ 3,188
Utilities - Refuse	3,200	1,333
Utilities - Electricity	19,000	7,917
HVAC Maintenance	3,200	1,333
Data Services (fiber, phone, etc.)	3,825	1,594
Soap/Detergent Supplies/Car Wash Components	53,000	22,083
Janitorial Supplies	10,200	4,250
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Stormwater Fees	9,900	4,125
Total O & M Expenses	\$ 216,000	\$ 90,000
Reserve for Major Repair & Replacement		
12 month reserve to be funded across 5 years	\$ 43,200	\$ 18,000
Total - Budget	\$ 259,200	\$ 108,000

AMENDMENT NO. 1 TO RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Avis Budget Car Rental, LLC d/b/a Budget Rent A Car System, Inc. and Payless, Inc., a corporation existing under the laws of the state of New Jersey (Lessee).

WITNESSETH:

WHEREAS, the Augusta Regional Airport (Airport) is owned by Augusta, Georgia and operated by the Commission; and

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is a corporation primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, on March 1, 2020, the Lessor and Lessee entered into a Rental Car Concession and Lease Agreement which anticipated the construction of a common use service facility; and

WHEREAS, the parties hereto now desire to set forth the actual area and commencement date for occupancy of the Service Center premises and amend certain provisions of the Agreement related to the use and rent of these Service Center premises.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Lessor and Lessee hereby agree to amend the Rental Car Concession and Lease Agreement as follows:

1. Section 1.17 of the Agreement is deleted in its entirety and replaced with the following:

“Leased Premises” or “Premises” shall mean the areas leased to Lessee to conduct business as set forth on Exhibits “A,” “B,” and “D” and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all

easements (excluding easements for light and air), rights of way, and appurtenances pertaining thereto.

2. Section 1.27 of the Agreement is deleted in its entirety and replaced with the following:

“Service Center” shall mean that consolidated area of the Airport designed by the Lessor for the servicing and fueling of rental vehicles.

3. Section 1.28 is hereby added to the Agreement as follows:

“TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successors(s).

4. Section 5.1 of the Agreement is deleted its entirety and replaced with the following:

In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property designated for Lessee shown on Exhibits “A” and “B” for its exclusive use and the property designated as Exhibit “D” for its joint use with other tenants.

5. Section 5.7 of the Agreement is deleted in its entirety and replaced with the following:

Service Center. The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of thirteen 180’ fleet holding lanes and four 40’ fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit “D.”

6. Section 8.6 is hereby added to the Agreement as follows:

Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.
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Prohibited activities at the Service Center include:

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Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

7. Section 17.2.2 is hereby deleted in its entirety and replaced with the following:

17.2.2 For the period commencing March 1, 2020 through February 28, 2025, Lessee shall pay the sum of \$1,916.25 per month for Ready Return Block “E.”

8. Section 17.2.3 is hereby added to the Agreement as follows:

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Upon effective date of this Amendment, Lessee shall pay the sum of \$5,400 per month on the first day of the month, for its 25 percent share of the estimated operating and maintenance costs of the Service Center for the five-month period October 1, 2023 to February 28, 2024. Effective March 1, 2024, Lessee shall pay on a monthly basis, the sum of one-twelfth of its 25 percent share of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2024 to February 28, 2025. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on October 1, 2023.

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The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

- A. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;

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Augusta, Georgia

Augusta Aviation Commission:

By: _____

By: _____

Garnett L. Johnson, Mayor

Dan Troutman, Chairman

Attest:

Attest:

Lena Bonner, Clerk of Commission

Dereena Harris, Clerk, Aviation Commission

Date: _____

Lessee

By: _____

Lessee Name & Title

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Wayne Brown, General Counsel

Date: _____

EXHIBIT D
SERVICE CENTER



EXHIBIT E
SERVICE CENTER RENT AND O&M BUDGET

Annual Land Rent - 11 acres / \$0.35/square foot/year	\$ 167,706	
To be funded with CFCs		
O & M Expense	Total (12 months)	10/1/23 - 2/28/24 (5 months)
Utilities - Water/Sewer	\$ 7,650	\$ 3,188
Utilities - Refuse	3,200	1,333
Utilities - Electricity	19,000	7,917
HVAC Maintenance	3,200	1,333
Data Services (fiber, phone, etc.)	3,825	1,594
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Stormwater Fees	9,900	4,125
Total O & M Expenses	\$ 216,000	\$ 90,000
Reserve for Major Repair & Replacement		
12 month reserve to be funded across 5 years	\$ 43,200	\$ 18,000
Total - Budget	\$ 259,200	\$ 108,000



Public Services Committee Meeting

Meeting Date: August 8, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Land Lease Agreement with Burrell Aviation Augusta LLC
Presenter:	Herbert Judon
Caption:	Motion to approve the Land Lease Agreement with Burrell Aviation Augusta LLC. Approved by the Augusta Aviation Commission on July 27, 2023.
Background:	Burrell Group recently contacted Airport staff with a request to lease approximately 669,000 square feet of land in the northwest quadrant of the airfield property for the purpose of constructing large aircraft hangars. The company will market the property to aviation/aerospace tenants and will develop the land in two phases.
Analysis:	<p>Phase 1 will include a large common-use hangar that will be marketed to the general aviation community. Phase 1 consists of approximately 282,000 square feet, which includes rights to the N-1 taxiway and ramp.</p> <p>The phase 1 property will be leased at thirty-five cents (\$0.35) per square foot for the unimproved land and fifty-three cents (\$0.53) per square foot for the improved paved surfaces. Phase 2 consists of approximately 387,000 square feet of unimproved land and will be leased at a cost of ten cents (\$0.10) per square foot. The reduced rate on Phase 2 basically acts as an Option to hold the land for future development. The agreement allows Burrell thirty-six months (36) to start construction on Phase 2. If construction has not commenced within thirty-six months, the property is either relinquished back to the Airport or the company will be required to start remitting the full ground lease rate of thirty-five cents (\$0.35) per square foot per year. If no development has commenced on Phase 2 for a period of forty-eight months, the Phase 2 parcel of land will revert back to the Airport.</p>
Financial Impact:	The ground lease will provide approximately \$163,000 revenue annually to the Airport. Once the first hangar has been constructed and tenants are acquired for the facility, the based aircraft will generate additional fuel sales.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on July 27, 2023.
Funds are available in the following accounts:	N/A

**REVIEWED AND
APPROVED BY:**

N/A

Item 21.

STATE OF GEORGIA RICHMOND COUNTY

AUGUSTA REGIONAL AIRPORT PROPERTY LEASE AGREEMENT

THIS PROPERTY LEASE AGREEMENT ("Lease"), made as of the date of the last of the parties' signatures below (hereinafter referred to as the "Effective Date"), between BA Augusta, LLC, a Delaware limited liability company (hereinafter referred to as "Lessee"), and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Augusta Aviation Commission (hereinafter referred to as "Lessor").

WITNESSETH:

WHEREAS Lessor is the owner of certain land in Augusta, Georgia located within the Augusta Regional Airport (hereinafter "Airport"); and

WHEREAS Lessee desires a lease to certain property located at the Airport, and to obtain certain rights in connection therewith, more fully described hereinafter, for the initial purpose of constructing a facility for aircraft storage; and

WHEREAS Lessor deems it advantageous to itself and to the operation and development of the Airport to lease the premises described below, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above-mentioned property and the terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each Party, Lessor and Lessee agree as follows:

ARTICLE I

PREMISES

Lessor hereby lets and demises to Lessee for its exclusive use, subject to existing easements and right of ways, a parcel of land situated at the Augusta Regional Airport having an area of approximately 519,000 square feet of unimproved land and 150,000 square feet of paved concrete ramp and taxilane, as identified in Exhibit "A," attached hereto and hereinafter referred to as "the Property."

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

A. Representations by the Lessor.

Lessor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

1. Creation and Authority. Lessor is a political subdivision of the State of Georgia. Lessor is the owner of the Property referenced herein below. Lessor has all requisite power and authority to lease the same to the Lessee, enter into and perform its obligations under, and to exercise its rights under this Lease.

2. Lessor warrants to Lessee, that Lessor has the right to execute this lease and to convey the rights herein granted, and Lessor will defend the said rights to Lessee, its successors and assigns, against all claims.

3. Lessor warrants and covenants as the basis for the undertakings on its part herein contained: (i) As of the Effective Date, all governmental and quasi-governmental approvals required for the making of this Lease and the exercise by Lessee of the rights granted to Lessee hereunder have been obtained; (ii) the Property is free of defects or restrictions that would materially and adversely impede the exercise of the rights granted under this Lease; and (iii) the Property currently has, and shall have throughout the Term, direct vehicular access to and from the nearest public right of way.

B. Representations by the Lessee.

Lessee makes the following representations and warranties as the basis for the undertakings on its part herein contained:

1. Organization and Power. Lessee is a limited liability company and has all requisite power and authority to enter into this Lease, perform its obligations, and exercise its rights under the same.

2. Agreements are Legal and Authorized. Lessee warrants that the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of Lessee, (ii) have been duly authorized by all

necessary and appropriate action on the part of Lessee, (iii) have been duly executed and delivered on the part of Lessee, (iv) are legal, valid and binding as to Lessee, subject to bankruptcy, moratorium and other equitable principles, and (v) will not conflict with or constitute on the part of Lessee a violation of, or a breach of or a default under, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, pledge, note, lease, loan, installment sale agreement, contract, or other agreement or instrument to which the Lessee is a party or by which Lessee or its properties are otherwise subject or bound which would have a material adverse impact on the Lessee's ability to perform its obligations hereunder, or any judgment, order, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties.

ARTICLE III

LEASING CLAUSE

A. Lessor, for and in consideration of the Public Benefit, the performance to be rendered to or for the benefit of Lessor by Lessee, and the other benefits to be received by Lessor and the members of the public residing within the borders of Lessor as result of this Lease, hereby leases and demises to Lessee, the Property, and Lessee, for and in consideration of the covenants and agreements herein contained to be kept or performed by Lessor, hereby leases from Lessor subject to and in accordance with the terms and conditions of this Lease, the Property, as follows.

- a. Parcel A, consisting of approximately 132,000 square feet of unimproved land with an additional approximately 150,000 square feet of paved concrete ramp and taxilane, for a total of approximately 282,000 square feet.
- b. Parcel B, consisting of approximately 387,000 square feet of unimproved land.

B. For Parcel A: That for and in consideration of the sum of thirty-five cents (\$0.35) per square foot for unimproved land and fifty-three cents (\$0.53) per square foot for those paved surfaces constructed by Lessor, paid by Lessee to Lessor each year, paid on a monthly basis, and the mutual agreements contained herein, and subject to the terms and conditions hereinafter stated, Lessor has this day leased to Lessee, its successors and assigns, and the Lessee has leased from Lessor, its successors and assigns, an approximately two hundred and eighty two thousand (282,000) square foot parcel of land, identified in Exhibit "A," attached hereto and hereinafter referred to as "Parcel A", Parcel A being located at the Airport; provided, however, that no sum

shall be payable until the date occurring one year after the Effective Date (the "Rent Commencement Date").

For Parcel B: That for and in consideration of the sum of ten cents (\$0.10) per square foot, paid by Lessee to Lessor each year, paid on a monthly basis, Lessor agrees they shall not (i) directly or indirectly, through any other party, engage in any negotiations with or provide any information to any other person, firm or corporation with respect to leasing the parcel; (ii) directly or indirectly, through any other party, solicit any proposal relating to the lease of, or other transaction involving, the parcel; and (iii) otherwise encumber the parcel for a period of thirty-six (36) months. In the event Lessee commences construction on Parcel B anytime within this thirty-six (36) month period, the leasing considerations will be consistent with those identified for Parcel A in Article III, Leasing Clause, Section B. In the event Lessee fails to move forward with development of Parcel B during this time frame, Lessee shall have the option to either:

- i. Relinquish Parcel B back to the Lessor through an amendment to the ground lease agreement or,
- ii. Remit rent at the full land rental rate for the ensuing twelve (12) months after which, if Lessee fails to move forward with development, Parcel B will be relinquished to the Lessor through an amendment to the ground lease agreement.

C. The foregoing lease rate for Parcel A will be increased every year on the anniversary of the Rent Commencement Date by the amount of three (3%) percent of the then-current lease rate. Lessor reserves the right to have the Property independently appraised after five (5) years to evaluate fair market value for the Property (excluding Lessee improvements) in keeping with FAA guidance. If the Lessee so desires, Lessee will have the right to commission an independent appraisal at their expense. The two appraisals will be averaged to determine a new lease rate if applicable. Any increase in the lease rate shall be capped at 10% of the lease rate applicable during the fifth year of the Term. Any fair market adjustment as described above shall apply during the sixth year of the Term. Thereafter, Lessor will have the right to reappraise the property every ten (10) years, under the same process and parameters as described above (appraisal to be independent, Lessee right to its own independent appraisal and averaging of rates, and any increase capped at 10% of the preceding year's rate). Any fair market adjustment shall apply during the first year following the appraisal. The lease rate will be increased every subsequent year on the anniversary of the Rent Commencement Date by the amount of three percent (3%) of the then-current lease rate.

D. Permitted Improvements. Notwithstanding anything in Section A of Article VII or anything else in this Lease to the contrary, Lessor further agrees that Lessee may install and construct improvements on the Property in accordance with Airport guiding documents, i.e. Rules Governing Use of the Augusta Regional Airport at Bush Field, Augusta Aviation Commission Development Standards, federal, state, and local laws and ordinances.

ARTICLE IV

TERM; POSSESSION

A. Effective Date; Lease Term; Default.

This Lease shall become effective upon the Effective Date, for a period ending on the day immediately preceding the date that is twenty-five (25) years from the Rent Commencement Date, unless renewed as provided for below (such period, including any renewals, the “Term”).

Term Extension Options: This Lease Agreement may be renewed by Lessee, at Lessee’s option, provided that no Event of Default is then currently outstanding or occurring, for two successive ten-year (10) Terms, at the rate contained above in Article III. Said renewal notice shall be given in writing to Lessor at least one hundred eighty (180) days prior to the expiration of the then-current Term. Upon expiration of the Term, Property will revert to Airport as identified in Article VII E. Reversion Clause. Lessee will have the first right of refusal at the subsequent lease on the Property.

1. Event of Default by Lessee; Remedies. Upon the occurrence of an “Event of Default” under this Lease, the Parties shall have all rights and remedies available at law or in equity and the right to terminate this Lease upon the other Party’s failure to cure. The following shall be deemed an “Event of Default” of this Lease upon the occurrence thereof:

(a) The failure of Lessee to pay when due any rent payable pursuant to this Lease, if such failure remains un-remedied for a period of thirty (30) days after written notice thereof from Lessor;

(b) Lessee's default in the observation or performance of any covenant or obligation hereunder and the failure of Lessee to remedy such default for a period of sixty (60) days after receipt of written demand from Lessor to remedy the same. Said demand is not effective unless it specifically describes the default that is the subject of the demand. If Lessee commences, within the foregoing sixty

(60) day period, corrective action with respect to said default and is diligently pursuing the same, the deadline by which the default must be remedied shall be extended by such period as to allow reasonably sufficient time, as approved by Lessor, for Lessee to correct the default, provided Lessee commences and continues with diligence to correct such default. Should Lessee need additional time to correct the default, they must provide the details in writing with a request for extension to the Augusta Aviation Commission for review and approval, which approval shall not be unreasonably withheld;

(c) The commencement by or against Lessee, as a debtor, of a proceeding under the Bankruptcy Code or any other bankruptcy, arrangement, reorganization, receivership, custodianship or similar proceeding under any federal, state or foreign law, and such proceeding is not dismissed with prejudice within sixty (60) days of such filing;

(d) Lessee makes a general assignment for the benefit of creditors or applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for Lessee or the property of Lessee or any part thereof, or in the absence of such application, consent, or acquiescence, a trustee, receiver or other custodian is appointed for Lessee or the property of Lessee or any part thereof, and such appointment is not discharged within sixty (60) days;

(e) The commencement of an action against Lessee to foreclose any lien or mortgage or other rights of Lessee in or to the Property (excluding foreclosure of a Leasehold Mortgage in accordance with Section 5 of Article VI) and the continuation thereof unless a dismissal or termination of such action is made within sixty (60) days.

(f) The abandonment by Lessee of the Property (as described in Section F of Article VII), except in connection with its surrender thereof to an approved assignee, sub-lessee, mortgagee or other party properly succeeding to Lessee's interest hereunder.

(g) The failure to fulfill any requirements or provisions that are stated to be an "Event of Default" in any Section or Sub-Section of this Lease.

Upon an Event of Default by Lessee as set forth above Lessor may give Lessee written notice of its intention to terminate this Lease, which termination shall be effective thirty (30) days after delivery of said notice. Provided, however, that the notice of intent to terminate shall be of no force or effect if Lessee shall have remedied the breach prior to the termination date described therein. Upon such termination Lessee's rights, including the rights of any sub-lessee, to possession of the Property shall

cease. Any termination under this section must be expressly noticed as set forth herein, and neither notice to pay rent or to deliver up possession of the Property given pursuant to law, nor any proceeding instituted by Lessor, nor the failure by Lessee for any period of time to pay any of the rent herein reserved, shall of itself operate to terminate this Lease. Any lease of office or other space on or in any improvement constructed or placed on the Property shall provide for termination thereof in the event Lessor terminates this Lease pursuant to this section. All personal property on the Property after termination of this Lease shall be deemed abandoned by Lessee and subject to removal by Lessor. Lessee shall save Lessor harmless and reimburse Lessor for any costs, loss or damages occasioned by the removal of personal property as authorized under this Lease.

2. Event of Default by Lessor; Remedies. Lessor shall be deemed in material breach of this Lease upon the occurrence of any of the following:

(a) Lessee, for a period of thirty (30) consecutive days, is unable to use the Property because of any law, rule, regulation or other action or failure to act on the part of any governmental authority having jurisdiction over the Property or the Airport, provided the inability to use the Property is not due to an act or omission of Lessee, its representatives, successors and assigns, and is within the control of Lessor; or

(b) Lessor's default in the observation or performance of any covenant or obligation hereunder and the failure of Lessor to remedy such default for a period of thirty (30) days after receipt of written demand from Lessee to remedy the same. Said demand is not effective unless it specifically describes the default that is the subject of the demand. If Lessor commences, within the foregoing thirty (30) day period, corrective action with respect to said default and is diligently pursuing the same, the deadline by which the default must be remedied shall be extended to allow reasonably sufficient time for Lessor to correct the default.

Upon material breach by Lessor as set forth above, Lessee may, in addition to all other rights, remedies and recourses afforded Lessee hereunder or by law or equity, take the following actions:

(a) give Lessor written notice of its intention to terminate this Lease, which termination shall be effective thirty (30) days after delivery of said notice; provided, however, that the notice of intent to terminate shall be of no force or effect if Lessor shall have remedied the breach prior to the termination date described therein; or

- (b) at its sole election (but not as its exclusive remedy), perform or observe the covenants, agreements, or obligations which are asserted to have not been performed or observed at the expense of Lessor and to recover all reasonable costs or expenses incurred in connection therewith or to offset Rent to the extent of such costs and expenses

3. Remedies Cumulative; No Implied Waiver.

All rights and remedies of Lessor and Lessee contained in this Lease, or based in law or equity shall be construed to be cumulative, and no such right or remedy shall be exclusive of any other unless so stated herein. No waiver of any default or breach of this Lease shall be implied from any acceptance by Lessor of any rent or other payments due hereunder or any omission by Lessor or Lessee to take any action on account of such default or breach if such default or breach persists or is repeated, and no express waiver shall be effective in a manner other than as expressly specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee. No waiver by either party of the other party's default or breach of any of its obligations hereunder shall be construed to be or act as a waiver by the non-defaulting/breaching party of any subsequent default or breach by the defaulting/breaching party.

B. Notwithstanding any expiration or termination of this Lease, those covenants and obligations that are stated herein shall survive the expiration or termination of this Lease.

C. Delivery of Possession.

Lessee shall, commencing with the Effective Date of this Lease, have possession, custody, and control of the Property as it exists on such date, and the Lessee hereby accepts such possession, custody, and control "as is;" provided that, Lessor is not aware of any Recognized Environmental Conditions (RECs) with respect to the Property. "Recognized Environmental Condition" means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. Lessor covenants and

agrees that it shall not take any action, permit others to take any action, or omit to take any action and/or permit others to omit to take any action to prevent Lessee from having peaceful possession and quiet enjoyment of the Property during the Lease term. Lessor shall, at the request of Lessee, cooperate with Lessee to ensure that Lessee has peaceful possession and quiet enjoyment of the Property.

Prior to the Rent Commencement Date, Lessee shall be entitled to conduct a phase 1 environmental site assessment (ESA) at its own expense with respect to the Property. In the event the ESA identifies any RECs, Lessee shall not disclose any of the findings to Lessor, but Lessee shall have the option to terminate this Lease.

D. Acceptance of Possession.

Lessee warrants that it has inspected the Property and, subject to the express representations and warranties made by Lessor in this Lease, accepts possession of the Property and the improvements thereon "as is" in its present condition, except as provided above, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), Laws of the State of Georgia, and by ordinances of Lessor, and admits its suitability and sufficiency for the uses permitted hereunder.

E. Quiet Enjoyment, Ingress and Egress.

Lessor covenants and warrants that Lessee, as long as Lessee shall pay the rent herein stipulated and shall perform the duties and obligations herein agreed to be performed, shall peaceably and quietly have, hold, and occupy and shall have the exclusive use and enjoyment of the Property during the term of this Lease and any extensions thereof, including but not limited to ingress and egress for Lessee and its employees.

F. Entry upon Property.

Lessor may enter upon the Property upon reasonable notice and may be escorted at Lessee's option, for any purpose necessary, incidental to or connected with the exercise of its governmental functions, or to inspect the Property for compliance with all applicable laws, rules, regulations and covenants hereunder or to prevent waste, loss or destruction.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS BY LESSEE

Lessee hereby leases the Premises subject to, and Lessee hereby agrees to comply at its own cost with the following, as applicable, which shall collectively be referred to as the “Airport Standards”: (a) all applicable building codes, zoning regulations, and county, state and federal laws, ordinances and regulations governing or regulating the Premises or its uses, (b) all covenants, easements and restrictions of record, (c) all governmental permits applicable or affecting the Premises now and in the future, such as stormwater and other environmental permits (d) Airport Rules and Regulations; (e) The Augusta Regional Airport Minimum Operating Standards, (f) Augusta Aviation Commission Development Standards (g) the Airport Security Plan; (h) the Airport Emergency Plan; (i) the Airport Certification Manual, and (j) any subsequently adopted Master Plan applicable to the Airport, all as the same may be enacted and amended from time to time.

A. Tenant Development Plan

1. Within one hundred fifty (150) days from the Effective Date of this Lease, Lessee shall submit a Tenant Development Plan to the Executive Director, or his designee, for his approval as set forth herein. If Lessee fails to submit a Tenant Development Plan to Airport within this period, Airport may, at any time prior to submission of a Tenant Development Plan to Airport, terminate this Lease immediately by written notice to Lessee notwithstanding anything to the contrary herein.

2. The Tenant Development Plan must include a specific description of all improvements to be initially designed and constructed upon the Real Property by Lessee (the “Tenant Improvements”) The Tenant Development Plan must be sufficient in all respects to allow Airport to evaluate it for compliance with the requirements of this Lease, including all Airport Standards. In addition, the Tenant Development Plan also must include a time line for the design and construction of the Lessee Improvements by Lessee with no less than four specific benchmark dates consisting of a date for construction commencement and for completion for all construction, as well as dates for at least two other significant events in the construction of the Lessee Improvements (the “Benchmarks”); designations and restrictions for the use of certain areas on the Premises; the total cost for the Lessee Improvements; and any other pertinent information regarding the development of the Premises. The Tenant Development Plan must comply with all Airport Standards.

3. Within thirty (30) days of receipt of the proposed Tenant Development Plan, the Executive Director shall review and approve or disapprove, not to be unreasonably withheld, the proposed Tenant Development Plan submitted by Lessee. The sole method of acceptance of the Tenant Development Plan by Airport is execution by the Executive Director a Letter of Acceptance of Final Design. The failure of the Executive Director to respond to any submission by Lessee within the required time period shall not be deemed an acceptance. The Tenant Development Plan as finally approved by the Executive Director shall become the "Approved Tenant Development Plan." The Approved Tenant Development Plan may be modified by Lessee only if such modifications are approved in advance and in writing by the Executive Director, in his sole discretion.

4. If the Executive Director disapproves the Tenant Development Plan or any subsequently submitted modified Tenant Development Plan, the Executive Director will inform Lessee in writing of its disapproval with details as to the reasons for such disapproval and/or request for further clarification of the Tenant Development Plan elements. Lessee shall respond within forty five (45) days with a modified Tenant Development Plan or subsequent modified Tenant Development Plan. Modified Tenant Development Plans submitted by Lessee may include revised dates as compared to previously submitted Tenant Development Plans to account for delays necessitated by resubmission. The parties agree to negotiate in good faith to resolve any conflicting issues that may arise, but if the parties cannot agree to a Tenant Development Plan, Airport or Lessee may terminate this Lease by ten (10) days written notice to the other and, in that event, no recourse or damages shall be available to either party. During such termination notice period, Lessee may choose to accept any proposed Tenant Development Plan which the Executive Director previously provided, in writing to Lessee, would be acceptable, and in such event the termination by Airport shall be revoked.

5. In the event that Lessee fails to timely complete a Benchmark, except due to force majeure or the act or omission of Airport, then the Airport may terminate this Lease, notwithstanding Section 21, following written notice from Airport providing ninety (90) business days to complete the Benchmark. The Benchmark of completion of all construction shall be fulfilled when applicable temporary and/or permanent certificates of occupancy or equivalent approvals have been issued for all structures shown on the Tenant Development Plan. The determination of completion of any other Benchmarks shall be at Airport's reasonable judgment, which shall be exercised in good faith.

B. Construction by Lessee.

1. During the Term of this Lease, Lessee may, with the prior written approval of the Executive Director, construct, add to or alter the Lessee Improvements on the Premises subject to all terms and conditions set forth herein. Any such construction, including construction of the Lessee Improvements, any addition, or any alteration will be performed in a workmanlike manner in accordance with all applicable governmental regulations and requirements and the Airport Standards, and shall not weaken or impair the structural strength of any existing improvement or reduce the value of the Premises or any improvements thereon. The approval of the Executive Director shall not be required for interior alterations or improvements, provided that such interior alterations or improvements do not require Lessee to obtain a building permit pursuant to County Ordinance for such interior alterations or improvements. Within thirty (30) days of completion of any construction during the term hereof, including the Lessee Improvements and any other improvement and any addition or any alteration to either, Lessee shall provide a complete set of as-built drawings of same to Airport along with a certification of construction costs for all permanent improvements plus, to the extent not shown in the as-built drawings, additional drawings showing the location and details of installation of all equipment, utility lines, heating, ventilating, air-condition ducts and related matters. Lessee shall keep all said drawings current by updating the same in order to reflect thereon any changes or modifications which may be made in or to the Premises and shall provide such updates to Airport within thirty (30) days of such change or modification.

2. Design and construction specifications and documents for the Lessee Improvements must be reviewed and approved in writing for conformance with the Tenant Development Plan by the Executive Director or his designee prior to commencement of construction. The design documents for any construction, including the Lessee Improvements, any addition, or any alteration must be prepared by appropriately licensed design professionals and must be reviewed and approved in writing for conformance with the Airport Standards and the Tenant Development Plan by the Executive Director or his designee prior to commencement of construction.

3. Unless expressly waived in writing by the Airport, all construction, including the Lessee Improvements, any additions, or any alterations, the cost of which (including any site preparation, demolition or other related work) will exceed the sum of \$500,000.00, Lessee shall obtain and provide performance and payment bonds naming Airport and the leasehold mortgagee, if any, as the dual obligees or beneficiaries thereunder.

ARTICLE VI

FINANCING

Lessor shall consent to a mortgage or deed of trust on Lessee's leasehold interest hereunder ("Leasehold Mortgage") granted to a lending institution to secure a loan ("Leasehold Mortgagee"), the proceeds of which will be used entirely to pay for the construction of improvements on the Property and related costs, provided that the language of any such mortgage or deed of trust that requires the execution, approval, or consent of Lessor and of all related documents that require the execution, approval, or consent of Lessor shall be subject to the prior review and approval of legal counsel for Lessor. In no event shall the land comprising the Property be subject to mortgage or otherwise encumbered as security for any obligation of Lessee.

This Lease creates only the relationship of landlord and tenant between Lessor and Lessee; no estate in land shall pass out of Lessor, and Lessee shall have only a usufruct, which is not subject to levy and sale and may not be assignable in whole or in part by Lessee except as specifically provided in this Lease.

1. Right to Cure. Lessor shall give to such Leasehold Mortgagee a copy of each notice of default at the same time as any such notice shall be given by Lessor to Lessee, such copy to be addressed to Leasehold Mortgagee at the address last furnished to Lessor. Lessor shall accept performance by a Leasehold Mortgagee within the following periods of any obligation to be performed by Lessee under this Lease, with the same force and effect as though timely performed by Lessee:

(i) As to any rent and other sums payable under the Lease, within ninety (90) days after written notice from Lessor that Lessee has not cured such default within the cure period provided in the Lease.

(ii) As to all other defaults, within ninety (90) days after written notice from Lessor that Lessee has not cured within the applicable period provided in the Lease, or, if within such additional thirty (30) day period such default cannot be cured, to commence to so cure within such thirty (30) -day period and diligently and continuously proceed therewith to completion. In addition, in those instances that reasonably require any Leasehold Mortgagee to be in possession of the Property to cure any default by Lessee, the time allowed any Leasehold Mortgagee to cure any default by Lessee shall be deemed extended to include the reasonable period of time required by any Leasehold Mortgagee to obtain such possession of the Property with due diligence, and in those instances in which any Leasehold Mortgagee is prohibited by any process or injunction or any bankruptcy or insolvency proceeding

involving Lessee from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the time herein allowed any Leasehold Mortgagee to prosecute such foreclosure or other proceeding shall be extended for the period of such prohibition; provided that, in either such instance, such Leasehold Mortgagee makes payments of rent and any other monetary payments to Lessor in accordance with the terms and within the time frames set forth in the Lease.

(iii) As to any default with respect to which a Leasehold Mortgagee is without the legal power to cure by payment or performance, a Leasehold Mortgagee shall have one hundred eighty (180) days after receipt of written notice from Lessor of such default within which to give Lessor written notice that the Leasehold Mortgagee either (i) elects to become the Lessee under this Lease or (ii) appoints a successor lessee, in either case in the place and stead of Lessee on all the terms, covenants, and conditions provided in this Lease and shall pay to Lessor all expenses and reasonable attorney fees incurred by Lessor in connection with such Event of Default.

2. Not an Assignment. The execution and delivery of any Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease, nor shall a Leasehold Mortgagee, as such, be deemed an assignee of this Lease so as to require such Leasehold Mortgagee to assume the performance of any of the terms, covenants, or conditions on the part of Lessee to be performed hereunder.

3. No Modifications. Anything herein contained to the contrary notwithstanding, Lessor and Lessee mutually agree that as long as there exists an unpaid Leasehold Mortgage on the leasehold estate of Lessee, this Lease or any renewal thereof shall not be modified, amended, or altered and Lessor shall not accept a surrender of the Property or a cancellation of this Lease (provided a Leasehold Mortgagee remedies any Event of Default as provided in this Article) before the expiration or sooner termination thereof, without the prior written consent of Leasehold Mortgagee.

4. Estoppel Certificate. Lessor agrees for the benefit of any Leasehold Mortgagee that at any time, and from time to time, on not less than twenty (20) days' prior notice from Lessee or from a Leasehold Mortgagee, to deliver a certificate to Lessee and to the Leasehold Mortgagee stating that this Lease is unmodified (or, if there have been modifications, setting them forth) and in full force and effect, the dates to which Rent and other charges have been paid, and that either Lessee is not in default in the performance of any of the terms or provisions of this Lease or, if there are defaults, specifying the nature thereof with sufficient particularity that Lessee and the Leasehold Mortgagee will know the nature of

the acts that must be performed and the amounts of the payments that must be made to cure any such defaults, it being agreed that any such certificate delivered pursuant to this paragraph may be relied on by any prospective assignee of Lessee's interest in this Lease or by any Leasehold Mortgagee or prospective Leasehold Mortgagee.

5. Requirements. The foreclosure of a Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in any Leasehold Mortgage, or any conveyance of the leasehold estate created hereby from Lessee to any Leasehold Mortgagee or its affiliate through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall be subject to all notice provisions required under Federal, Georgia or Local Law, and not breach any provision of or constitute an Event of Default under this Lease, and on such foreclosure, sale, or conveyance, Lessor shall recognize any Leasehold Mortgagee or such affiliate or designee of any Leasehold Mortgagee, or any purchaser at such foreclosure sale, as Lessee hereunder; however, such recognition shall be conditioned upon notice being provided and the execution of documents that are required by Federal, Georgia or Local Law and cannot be waived by Lessor.

ARTICLE VII

OBLIGATIONS OF LESSEE

A. Utilities.

Lessee shall pay for all maintenance and monthly service for water, electricity, sewer, gas and/or other utilities used on the Property throughout the term of this Lease. It is the responsibility of Lessee to connect to the utility service(s) available to the Property, and Lessor shall grant to all utility companies such easements as may be necessary to furnish said utilities to the Property. Lessor reserves the right to connect to water and sewer utility infrastructure constructed by Lessee.

B. Maintenance and Repair.

Except as may otherwise be provided for herein, the Lessor shall not be obligated to maintain or make any improvements, repairs, or restorations upon or to the Property or to any of the improvements presently located thereon. Lessor shall not have any obligation to repair, maintain, or restore, during the term of this Lease, any improvements placed upon the Property by Lessee, its successors and assigns.

C. Lessee shall, throughout the term of this Lease, assume the entire responsibility, cost, and expense for all repair and maintenance whatsoever on the Property, including all concrete pavement and taxiways constructed by Lessor, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise, and shall keep improvements thereon in a good workmanlike manner. Additionally, Lessee, without limiting the generality hereof, shall:

1. Keep at all times, in a clean and orderly condition and appearance, the Property, all improvements thereon, and all of the Lessee's fixtures, equipment, and personal property which are located on any part of the Property;
2. Provide and maintain on the Property all lights and safety equipment as required by law;
3. Repair any damage caused by Lessee or its invitees, employees, or contractors to paving, soils, water or other parts of the Property caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees and/or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency;
4. Maintain any landscaped areas on the Property;
5. Be responsible for the maintenance of all utility service lines placed on the Property and used by Lessee exclusively, including but not limited to, water lines, gas lines, electrical power and communications/IT connections, and lines for sanitary sewers and storm sewers;
6. Be solely responsible for maintaining the building on the Property, including specifically but not exclusively, the roof, structures, heating, air conditioning, plumbing, and electrical facilities located therein in good working condition and state of repair at all times during the Lease Term.
7. Be solely responsible for maintaining the paved surfaces on the Property, in accordance with FAA standards, including specifically but not exclusively, the aircraft parking ramp and taxiway extending from the Property to Taxiway Alpha.

D. Limitations on Use. In connection with the exercise of its rights under this Lease, Lessee shall not:

1. Do or permit its agents, employees, contractors, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the Property of the Airport.

2. Do or permit its agents, employees, contractors, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.

3. Dispose of any waste material or products (whether liquid or solid) taken from or used with respect to its aircraft or equipment into the sanitary or storm sewers at the Airport unless such waste material or products are disposed of in full and complete compliance with all Federal (including the U.S. Environmental Protection Agency), State, and County laws for disposal of such waste material and products.

4. Keep or store, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with Federal, State, and County laws, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.

5. Do or permit its agents, employees, contractors, directors, or officers to do any act or thing upon the Airport that will be in conflict with CFR Part 139 or jeopardize the Airport's operating certificate.

6. Do or permit its agents, employees, contractors, directors, or officers to do any act or thing in conflict with the Airport's TSA-approved Security Plan.

E. Reversion Clause

Upon expiration or termination of this Lease, the ownership of the building(s) and other improvements on the Property shall be determined as follows:

All improvements on the Property upon termination of this Lease shall become the property of Lessor. Prior to or Immediately upon Lease termination, Lessee shall execute all documents necessary to effectuate the transfer to Lessor of ownership of the improvements on the Property free and clear

of all liens and encumbrances. In the alternative, and at Lessor's sole discretion, Lessor may require demolition and removal, by Lessee and at Lessee's expense, of all improvements on the Property. In the event demolition and removal of improvements is required by Lessor, all demolition and removal shall be fully completed by Lease Termination and Lessee shall upon Lease termination peaceably surrender possession of the Premises to Lessor in its pre-improvement condition.

F. Abandonment of the Property.

Lessee agrees not to abandon or vacate the Property during the term of this Lease and agrees to use the Property for the purpose herein stated until the expiration or earlier termination of this Lease in accordance with the terms of this Lease, provided that no abandonment or vacating shall be deemed to have occurred as long as Lessee meets its maintenance and rental payment obligations hereunder.

G. Storage and Purchase of Gasoline and Fuels.

It is understood and agreed by the Parties hereto that Lessor has reserved unto itself exclusive control of the storage and sale of all aviation fuel ("Fuel") on or about the Airport.

H. Operational Requirements and Procedures.

The following Standard Operating Procedures govern the operation of all Lessee operations at the Airport including, without limitation, restricted areas and roadways:

1. All persons shall comply with the provisions of the Rules Governing Use of the Augusta Regional Airport, the Rules and Regulations pertaining to Vehicle/Pedestrian Operations on the Airfield, and the Airport Security Program, which are incorporated by reference herein as if fully set forth.

2. Vehicle and Aircraft Operators shall comply with all applicable Federal, State, County laws, ordinances, orders, signals, and directives given by the Executive Director, Law Enforcement Officials, Airport Representative, and traffic control devices.

3. No person shall solicit business at the Airport outside the Property.

4. No pictures, advertisements, or solicitation flyers shall be posted on the Airport premises outside the Property.

5. Lessee shall keep all doors and gates providing access to any part of the restricted area closed and locked at all times. Lessee is responsible for the security of their leased area and for access through their leased doors and gates.

I. Pedestrian/Ground Vehicle Operations Requirements. Lessee employees operating inside the restricted area shall:

1. Comply with provisions of the Airport's Ground Vehicle/Pedestrian Operations Operating Rules and Regulations.

2. Maintain the necessary licenses for the operation of their vehicles at all times.

3. Lessee's employees that have access to the Airport Operations Area (AOA) shall obtain an Airport-issued badge ("Badge") and complete the appropriate Security and Ground Vehicle/Pedestrian Operations training classes (initial and recurrent) provided by the Airport prior to operating unescorted in the AOA, i.e., restricted area or any secured area of the Airport.

J. Vehicle Requirements. Lessee's vehicles operating within the restricted area shall be operated and equipped in the following manner:

1. Have proper registration in the State of Georgia.

2. Have an Airport-approved company sign/placard conspicuously located on each side of the vehicle, either magnetically or permanently adhered.

3. Be equipped with operating amber rotating beacon, or equivalent, mounted on top of vehicle either magnetically or permanently.

4. Be in sound mechanical condition with unobstructed forward and side vision from the driver's seat.

5. Have operable headlamps and brake lights.

6. Lessee's employees operating vehicle within Airport's restricted area shall comply with all vehicle/driver requirements as described herein and with provisions of the Airport's Ground Vehicle/Pedestrian Operations and Operating Rules and Regulations.

7. Personally Owned Vehicles (POVs) are strictly prohibited in the restricted area without prior Airport authorization.

K. Restricted Area.

1. Definitions.

- a. The Airport Operations Area (AOA) is defined as any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. The AOA includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runways, taxiways, or apron.
- b. Restricted Area is defined as any area of the Airport not open to the general public. The area open to the public includes the public roads and sidewalks, the terminal lobby, restrooms, and places for public gathering, waiting, and viewing. Restricted areas include AOAs and airfield areas. Access to restricted areas is controlled. Personnel accessing restricted areas must be authorized as described below.

L. Airport Badge.

1. If Lessee's employees are permitted unescorted access in the restricted area, they are required to obtain an Airport Badge prior to operating unescorted in the AOA.
2. Lessee shall ensure that all persons performing operations in the AOA and associated with Lessee's activities shall be properly badged or escorted.
3. Lessee's badged employees are required to escort their own passengers and other unbadged personnel at all times while inside the AOA. Lessee's badged employees shall remain with unbadged personnel until personnel are escorted by aircraft pilot or another badged escort.
4. Airport Badge authorizes the bearer, unescorted access to and, transit between the footprint of their hangar/building and their aircraft only. The Badge does not authorize the individual to operate a vehicle in the AOA or access any other area of the AOA on foot.

5. To qualify for a Badge, each individual must satisfy and complete Transportation Security Administration (TSA) background investigations and badge training consistent with TSA, Department of Transportation (DOT) and Federal Aviation Administration (FAA) regulations, including but not limited to, those rules promulgated by 49 U.S.C. Part 1540, Civil Aviation Security and 49 U.S.C. Part 1552, Airport Security. This may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. Lessee consents to such inquiries and agrees to make available to the Airport such information in its possession as lawfully required by the Airport, FAA, TSA or any other federal agency for the purpose of operating under this Lease. Such information shall be maintained by the Airport in the manner prescribed by applicable federal regulations.

6. Lessee shall pay cost(s) associated with the badging process, i.e. background checks, training, etc.

7. Lessee's failure to comply with all Badge procedures shall be considered a violation of this Lease requiring prompt correction to the satisfaction of the Airport. Lessee's failure to promptly correct any violations shall be considered an event of default, as further defined and as may be governed below.

8. Employees shall satisfactorily complete the applicable Pedestrian/Ground Vehicle Operations training class given by Airport Operations before receiving an appropriate Badge.

M. Training.

1. If Lessee's employees are permitted to access and operate unescorted in the restricted area, they are required to obtain an Airport Badge and successfully complete both the Airport's Security Training Class and the Ground Vehicle/Pedestrian Operations Training Class prior to operating unescorted in the AOA and maintain the appropriate annual recurrent training thereafter.

2. Employees must pass the written test given in the Ground Vehicle/Pedestrian Operations Training class with a grade of at least eighty (80) percent. An applicant who does not pass the written test may retake the test.

3. Lessee shall ensure that all persons accessing the AOA and associated with Lessee's activities have completed required training.

4. Lessee badged and trained employees are required to operate or to escort their own vehicles and pedestrians at all times while inside the AOA.

5. Lessee vehicle(s) operating in the AOA shall be properly configured for ramp operations in accordance with Airport Rules and Regulations prior to operating a vehicle within the AOA.

6. Lessee shall pay all costs associated with providing training.

N. Consequences of Non-Compliance.

1. Lessee's failure to comply with all access and vehicle operating procedures shall be considered a violation of this Lease requiring prompt correction to the satisfaction of the Airport. Lessee's failure to promptly correct any violations shall be considered an event of default.

2. Failure to comply with the rules and regulations of the Airport's Security Program and Ground Vehicle/Pedestrian Operations will result in the temporary or permanent revocation of the Airport issued badge and thereby all access to the restricted areas on the Airport.

O. Assignments, Subletting, or Sale.

1. Lessee shall not assign this Lease or any interest herein or in the Property, or otherwise sell, transfer or sublet the Property, or permit the use of the Property by any other party other than Lessee, without prior written notice to Lessor, whose consent will not be unreasonably withheld. If Lessee desires to sell, transfer or sublet the hangar, Lessee shall provide Lessor with the following information: the name of Lessee's purchaser or subLessee, type of aeronautical operation, proof of insurance required by this Lease, information on the purchaser's or subLessee's aircraft and aircraft's registration number(s).

2. Upon prior written notice to Lessor, Lessee has the right to sell or transfer Lessee improvements to a third party during the Term of this Lease or any extension thereof. In the event of the sale of Lessee improvements, Lessee agrees that the terms and conditions of this Lease remain in effect for the remainder of the Term.

3. In the event of a sale, transfer or assignment, the purchaser, transferee or assignee will be required to sign a new lease for a remainder of the Term on the same terms and conditions of this Lease.

4. Release of Assignor's Liability. In the event Lessee (including, without limitation, any Leasehold Mortgagee, its designee, or third party who shall have acquired Lessee's leasehold interest pursuant to a judicial or nonjudicial foreclosure of the Leasehold Mortgage, a deed-in-lieu thereof, or otherwise) shall assign all of its right, title, and interest under this Lease in and to the Property pursuant to the applicable provisions of the Lease and such transferee shall, in a writing reasonably acceptable to Lessor, assume all duties and obligations of Lessee under the Lease and agrees to be bound by all provisions contained herein, such assigning Lessee shall be released from all rights, duties, and obligations of Lessee under the Lease, except with regard to any obligations of Lessee arising before the date of such assignment and assumption. The foregoing release shall be effective and self-operative without the execution of any further instruments on assignment to and assumption by such assignee. Notwithstanding the foregoing, promptly following the request of any such assigning Lessee, Lessor shall execute and deliver to such Lessee a written release consistent with the terms of this paragraph.

P. Taxes and Charges. Lessee shall pay as they become due any and all taxes, fees, assessments or charges of any type levied by any governmental entity based upon, related to, or resulting from any improvements, conditions, property, activities or operations of any kind on the Property. Lessee shall have the right at its own cost and expense to contest the amount or validity of any tax, fee, assessment or charge and to bring or defend any actions involving the amount or validity thereof in its own name or, if necessary and approved by Lessor, in the name of Lessor; provided that, if unsuccessful, Lessee shall pay and discharge any such tax, fee, assessment or charge so contested, together with any penalties, fines, interest, costs and expenses, including reasonable attorneys' fees, that may result from any such action by Lessee, and provided that, pending resolution of any proceeding contesting a tax, fee, assessment or charge, Lessee shall take any actions necessary, including conditional payment of the amount in dispute, to prevent the attachment or accrual of any lien or penalty.

ARTICLE VIII

ALTERATIONS, ADDITIONS AND CHANGES

A. Lessee shall not, without the prior consent of Lessor, which consent shall not be unreasonably withheld or delayed, make any alterations, changes or additions, structural or otherwise, in or upon any

part of the Property. All alterations, additions and improvements shall be done in a good and workman-like manner and in accordance with all applicable laws and the Airport's Development Standards without impairing the structural soundness of the building. Lessor agrees, if necessary, to join in any applications to governmental authorities for such permits as may be required to do the work contemplated in this Section. All applications and permits shall be at Lessee's sole expense. Prior to construction, Lessee shall file with the FAA a complete and accurate FAA Form 7460-1. Use of the Property and construction of improvements thereon may not proceed or be maintained by Lessee if the FAA does not determine that the improvements proposed for the Property would not be a hazard to air navigation. If the FAA's determination of no hazard to air navigation is conditional, Lessee shall satisfy all conditions underlying the determination. All improvements, alterations or fixtures constructed or placed on the Property shall comply with local building codes and all other applicable laws, covenants and regulations. Approval by Lessor shall not constitute an opinion or warranty that any items or conditions so approved are in compliance with applicable codes, laws, covenants or regulations.

B. Lessor shall not be required to perform any repairs or any other improvements to the Property whatsoever. Lessee, at its cost and expense, shall at all times maintain the Property in as good condition as when received by Lessee, excepting only normal wear and damage resulting from fire or other casualty which is beyond the control of Lessee and does not result from negligence of the Lessee. At the expiration or termination of the terms herein described, Lessee shall surrender the Property to Lessor in as good or better condition as when received by Lessee, excepting only normal wear.

ARTICLE IX

USE

A. It is understood and agreed that said Lessee shall use the Property only for aircraft storage and associated office space for hangar tenants. Lessee shall be permitted to change the use of the Property from aircraft storage with the prior written consent of Lessor, which consent shall not be unreasonably withheld, and the Property shall thereafter continue to be subject to all rules, regulations, and laws applicable to the use of Airport property.

B. Access. Lessor hereby grants Lessee permission to construct, at Lessee's cost, a segment of paving for a drive aisle on the currently-unimproved land adjacent to the Property, to connect the Property to the Airport's hangar access road, thereby providing uninterrupted, paved vehicular access

between the Property and nearest public right-of-way ("Drive Path"). Lessor shall be responsible for maintaining the Drive Path in good condition and repair throughout the Term.

C. Rules and Regulations.

Lessee agrees that use of the Property and that its operations in and upon the Property shall be conducted in compliance with all applicable local, state and federal laws, including but not limited to those of, or administered by, the FAA or its successor, TSA, the ordinances and Code of Augusta, Georgia, the Rules and Regulations of the Augusta-Regional Airport and the Augusta Aviation Commission. The Airport Executive Director will at all times be in full and complete charge of said Airport.

D. Lessee further agrees to endeavor to conduct its business in such a manner as will develop and maintain the good will and active interest of the general public.

E. Lessee specifically agrees that its operations shall be conducted in compliance with all applicable federal, state and local environmental laws, rules and regulations (collectively, "Environmental Laws"). Lessee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required repair, cleanup or remediation of the Property necessary to comply with Environmental Laws, provided such required repair, cleanup, or remediation is required due to Lessee's failure to comply with Environmental Laws.

F. Operating Standards.

In providing any of the required and/or authorized services or activities specified in this Lease, Lessee shall operate for the use and benefit of the public and shall comply with the reasonable minimum operating standards or requirements, promulgated by Lessor, and as amended from time to time, applicable to each of Lessee's activities on the Airport.

G. Aerial Approaches.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

H. Lessor may enter upon the Property at reasonable hours, in the presence of Lessee, so as not to interfere with Lessee's business, to inspect the building for the purpose of seeing that the Lessee is complying with all of its obligations set forth in this Lease.

I. Use of Landing Areas.

It is expressly understood and agreed by the Parties hereto that the use of all landing areas at Airport shall be open at all times to all persons, firms, and corporations desiring to use same, provided only that such use shall be in accordance with the rules and regulations of the United States Government, TSA, FAA, the laws of the State of Georgia, and the rules and regulations of Lessor.

J. Security.

Lessee shall not bring into or operate any ground vehicle or motorized equipment within any air operations area, unless having first complied with all insurance provisions and requirements specified in this Lease, as well as the Airport Vehicle Training Program and the Airport Lessee Security Program, as defined by TSA. When operating within any air operations area, Lessee shall cause its vehicles and equipment to move directly to and from the entrance gate of Lessee's Property and the aircraft and shall not enter or move about any other non-movement area. Lessee, its officers, employees, agents, and those under its control, shall comply with security measures required of Lessee or the Aviation Commission by the FAA, TSA, U. S. Department of Transportation, or contained in any Airport Master Security Plan approved by the TSA, including an Airport Lessee Security Program as outlined in 49 CFR Part 1542 respective to Lessee's Exclusive Use Space. If Lessee, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against Lessor and/or the Augusta Aviation Commission, then Lessee shall be responsible and shall reimburse Lessor and/or the Augusta Aviation Commission in the full amount of any such monetary penalty or other damages, including reasonable attorney fees and other costs to defend Lessor and/or the Augusta Aviation Commission against such claims.

K. Lessee shall be responsible for having employee background checks performed through the Augusta Regional Airport. Lessee shall reimburse the Augusta Aviation Commission its costs, plus fifteen percent (15%) for administration expenses.

L. Lessee is responsible for safely securing all aircraft or equipment stored in or about the Property, in compliance with all applicable rules, regulations and laws of the United States of America, including the rules of the Federal Aviation Administration, the State of Georgia, the Lessor, and all local authorities having proper jurisdiction over the Property.

M. Lessee acknowledges that the Property does not have manned security, and Lessee shall be responsible for any damage or theft of Lessee's Designated Aircraft, equipment, or other property located in the Property unless such damage is directly due to the gross negligence of Lessor.

N. Storage by Lessee of Lessee's personal property or the personal property of any of Lessee's employees, agents, licensees, guests, or invitees, in or about the Property shall be done at Lessee's sole risk and Lessor shall not be responsible, in any way, for any damage to, or any loss of any such personal property stored in or about the Property.

O. Movement of Aircraft.

Except as otherwise stated herein, throughout the Lease term, Lessee shall be solely responsible for the movement of its Aircraft into and out of the Property, as well as all other movement of its Aircraft upon the Property (the "Aircraft Movement"), and at no time shall Lessor be under any obligation to assist Lessee in any Aircraft Movement or undertake any Aircraft Movement on Lessee's behalf.

P. Hazardous Substances.

Lessee shall be liable for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, emission, discharge or release from the Property caused by its officers, employees or agents of any Hazardous Substance (including any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims as awarded by the Court arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal, state, or local "Superfund" or "Superlien" laws, statutes, law, ordinance, code, rule, regulations, order or decree regulating, with respect to or imposing liability, including strict liability, in regard to any Hazardous Substances), arising out of negligent acts of Lessee. For purposes of this Lease "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA

or defined by any other federal, state or local statute, law, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, and hazardous, toxic or dangerous waste, substance or material as now or at any time hereunder in effect. If Lessee receives any notice of (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Leased Property or in connection with Lessee's operations thereon, or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Lessee (an "Environmental Complaint"), from any person or entity (including without limitation, the EPA), then Lessee shall immediately notify Lessor orally and in writing of said notice. The breach of any warranty, representation, or agreement contained in this Section shall be an Event of Default hereunder and shall entitle Lessor to exercise any and all remedies provided in this Lease, or otherwise permitted by law.

ARTICLE X

INSURANCE AND INDEMNIFICATION

A. Insurance.

1. General Information. Lessee agrees to carry and maintain, or to cause its permitted sub-lessee or qualified third-party management company, to carry and maintain, in force at all times during the Lease Term, at Lessee's or its permitted sub-lessee's sole expense, the insurance described herein in this Article X. A below for itself or its permitted sub-lessee.

2. Lessor reserves the right to amend the insurance requirements imposed by this Lease at any time, provided any such amendment is not unreasonable, which amendment shall be in accordance with the following:

- a. Lessee understands and agrees that the minimum limits of the insurance required herein may become inadequate during the Lease Term and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or Augusta, Georgia, as determined in the sole but reasonable discretion of the Airport's Executive Director, Lessee will increase such minimum

limits by reasonable amounts on written request of the Airport's Executive Director, with the concurrence of the Lessor's insurance broker/underwriter. No such amendment shall reduce the coverage amounts lower than as stated in this Lease.

- b. Within thirty (30) days of the publication by Lessor of any such modifications the foregoing insurance requirements, Lessee shall deliver to Lessor insurance certificates certifying compliance with such modified coverage(s).
- c. No written amendment of this Lease shall be required to effectuate said increases in minimum limits.

3. All insurance required hereunder shall be provided through qualified self-insurance or commercial insurance insurers rated A- VII, or better by A.M. Best. Limits provided may be satisfied by a combination of primary and excess insurance, and shall be issued by a company licensed, qualified and authorized to transact business in the State of Georgia.

4. The insurance policies for coverage listed in this section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Lessor no less than thirty (30) days prior to cancellation or change.

5. Proof of Insurance. Lessee shall provide Lessor with an annual Certificate of Insurance on all required insurance within ten (10) days upon the effective date of this Lease and annually upon the effective date thereafter. Lessor reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors and Sub-lessees: Lessee shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Lease and all sub-lessees carry commercially reasonable insurance coverage commensurate with their use or access as consistent with industry standards for that use or access.

7. Lessee shall obtain and maintain continuously in effect, at all times during the term of this Lease, at Lessee's sole expense, the following insurance:

- a. Comprehensive Aircraft Liability Insurance. Comprehensive Aircraft Liability insurance, (including liability for bodily injury and property damage, passenger liability, airport premises liability, personal injury liability and contractual liability),

combined single limit of liability of not less than \$5,000,000. Coverage shall include bodily injury or death to person's in or about the facility and/or property damage to the facility and/or other aircraft stored in or about the Property resulting from Lessee's preventive maintenance, routine aircraft servicing, or minor repair activities. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the Lessee waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage.

- b. General Liability Insurance. General liability insurance with a combined single limit of not less than \$5,000,000 covering Lessee's off-airport operations. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the Lessee waives its right of subrogation against the Augusta Aviation Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission, Augusta, Georgia and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.
- c. Airport Liability/Hangarkeepers Liability: Lessee shall procure and maintain, during the life of this Lease, Airport Liability Insurance, including Hangarkeepers Liability, in a policy form customarily carried at the time in the United States. The Airport Liability Insurance coverage shall include limits not less than \$5,000,000 per occurrence combined single limit and the Hangarkeepers Liability coverage shall include limits of not less than \$5,000,000 per occurrence combined single limit. A list of all exclusions not considered "standard and customary" to the form of policy customarily carried at the time in the United States shall be attached to the Certificate of Insurance or a copy of the insurance policy may be submitted.

- d. **Property Insurance:** Lessee shall procure and maintain during the life of this Lease, Property Insurance, in a form at least as broad as the standard Insurance Services Office special cause of loss form, and flood insurance covering all currently existing buildings as well as any new buildings constructed. These policies shall insure, and shall be sufficient to cover the replacement value of, all improvements installed on the Premises, and all fixtures, furnishings, equipment and decoration kept, furnished or installed on the Premises. The insurance policy(ies) secured pursuant to this paragraph shall provide coverage on a replacement cost basis.
- e. **Builder's Risk Insurance:** Lessee shall purchase builder's risk insurance for the full value of the improvements to be constructed pursuant to the Tenant Development Plan and shall maintain such insurance until all certificates of occupancy have been issued. For any building later constructed, Lessee shall purchase builder's risk insurance for the full value of the building to be constructed and shall maintain such insurance until all certificates of occupancy have been issued.
- f. **Workers' Compensation Insurance.** If Lessee has employees, it shall provide Workers' Compensation insurance with statutory limits and employers liability with a limit of \$500,000 for employees and subcontractors entering the hangar or office space with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident/disease. Such policy (ies) shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Augusta Aviation Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.
- g. **Automobile Liability Insurance.** Lessee shall provide Automobile Liability insurance with a combined single limit of not less than \$1,000,000 covering Lessee's automobiles while on and off the airport premises. Policy must be written on a Symbol 1 basis. However, if it is determined that Lessee's automobiles are to be used in restricted areas of the Airport; Lessee shall provide Automobile Liability with a combined single limit of not less than \$5,000,000. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the carrier waives its right of subrogation against the Augusta Aviation Commission

and Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

B. Indemnity.

1. Lessee shall indemnify and hold harmless the Lessor and the Augusta Aviation Commission, Augusta, Georgia and their members, officers, elected officials, agents, servants, employees and successors in office from any and all claims including reasonable attorney's fees and expenses of litigation incurred by Augusta, Georgia and/or Augusta Aviation Commission, in connection therewith, related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about the Airport's property which are in any way related to or arising out of any failure of Lessee to perform its obligations hereunder, or any negligence act of Lessee's officers, employees or agents, during the period from the date of this Lease to the end of the Lease Term, except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to any act of negligence on the part of Lessor or their agents, employees, directors, officers, guests, licensees and invitees .
2. Lessee further agrees that the foregoing contract to indemnify and hold harmless applies to any claims for damage or injury to any individuals employed or retained by Lessee and hereby releases Lessor from liability in connection with any such claims.
3. Lessee shall keep, defend and hold harmless Lessor, Augusta, Georgia, the Augusta Aviation Commission and their respective agents, employees, directors, officers, guests, licensees and invitees, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operations and occupancy of the Property, or anything done or omitted by Lessee under this Lease except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to any act of negligence on the part of Lessor or their agents, employees, directors, officers, guests, licensees and invitees.
4. The obligation to provide indemnification under this Agreement shall be contingent upon the

Lessor providing Lessee with timely written notice of any claim for which indemnification is sought, allowing Lessee to control the defense of such claim; provided, however that the Lessee agrees not to enter into any settlement or compromise of any claim or action without the Lessor's prior written consent, which will not be unreasonably withheld. The Lessor shall cooperate with the Lessee in connection with such defense. Nothing in this Section is intended to prohibit a Party from engaging its own legal counsel, at its own expense, to investigate or defend against any claim.

ARTICLE XI

MISCELLANEOUS PROVISION

A. It is agreed between the Parties hereto that this Lease shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

B. Force Majeure.

Force Majeure shall mean delays caused by or resulting from an Act of God, severe weather conditions, war, insurrection, riot, civil commotion, epidemic, pandemic, declared National, State, and/or Local state of emergency, fire or other casualty, strikes, lockouts, inability to obtain labor or materials, or other causes beyond the party's reasonable control. Neither party shall have any liability whatsoever to the other party on account of any event of Force Majeure. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay caused by any event of Force Majeure. However, an event of Force Majeure shall not in any way affect Lessee's obligation to pay rent or other moneys due, nor shall it extend the term of this Lease.

C. Notices.

All notices, demands, and request which may or are required to be given by either Lessor or Lessee to the other shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) addressed as follows:

If to Lessee:

BA Augusta, LLC
602 E. Cooper Ave.
Suite 201
Aspen, CO 81611

If to Lessor:

Augusta Aviation Commission
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906-9600
Attention: Aviation Director

With copy to:

Augusta, Georgia
ATTN: General Counsel
535 Telfair Street, Building 3000
Augusta, Georgia 30901

Either Party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

D. Covenants Bind and Benefit Successors and Assigns.

The provisions of this Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Lease pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.

E. Governing Law and Venue.

This Lease shall be construed and enforced in accordance with the laws of the State of Georgia. The Parties hereby submit to the exclusive jurisdiction of the Superior Court of Augusta, Georgia for the purposes of all legal proceedings arising out of or relating to this Lease and the Parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

F. Severability.

In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

G. Time.

Time is of the essence in performance under this Lease.

H. Execution of Counterparts.

This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

I. Covenants Run with Property.

The covenants, agreements, and conditions herein contained shall run with the Property hereby leased and shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.

J. Relationship of the Parties.

The relationship of the Parties under this Lease shall be that of independent principals and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership or any other relationship other than that of independent principals. Each of the Parties acknowledge and agree that each is engaged in a separate and independent business or activities and neither shall state, represent or imply any interest in or control over the business of the other.

K. Georgia Open Records Act.

Lessee acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (OCGA §50-18-70, et seq.). Lessee shall cooperate fully in responding to such requests and shall make all records, not exempt, available for inspection and copying as required by law.

L. Venue and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the

State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts located in Richmond County, Georgia. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

M. Entire Agreement.

This Lease contains the entire agreement of the Parties, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. This Lease supersedes any prior agreements with respect thereto. This Lease shall inure to the benefit of and be binding upon the Lessor, the Lessee, and their respective successors and assigns. No failure of either Party to exercise any power given it hereunder, or to insist upon strict compliance by either Party of any obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

N. Approval by the Airport Sponsor.

Upon approval of this Lease by the Airport Sponsor, the Mayor shall execute this Lease on behalf of the Augusta Regional Airport. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party. Lessee acknowledges that this Lease and any changes to it by amendment, modification, change order or other similar document may have required or may require the authorization and approval of the Airport Sponsor and the Mayor. Under Georgia law, Lessee is deemed to possess knowledge concerning Airport Sponsor's ability to assume contractual obligations and the consequences for Lessee of entering into any contract, amendment, modification, or other similar document without the authorization and approval of the Airport Sponsor and the Mayor. In the event of such unauthorized actions, Airport Sponsor and/or the Augusta Aviation Commission shall not be held liable, responsible, or obligated to perform under such unauthorized actions and shall not be in breach of contract of such unauthorized actions if it chooses not to adhere to said actions.

O. Amendment.

This Lease may not be amended at any time except by written agreement of Lessor and Lessee.

P. Eminent domain.

If the Property shall be taken or condemned by any competent authority, including the FAA, for any governmental or public use or purpose, or conveyed to such authority in lieu of a threatened or imminent condemnation, the term of this Lease shall cease and terminate from the date of such taking or conveyance. In such case, the current rental shall be abated as of the effective date of such taking or conveyance, and the award shall belong to and be the sole property of Lessor.

Q. Non-Discrimination.

Notwithstanding any other provision of this Lease, during the performance of this Lease, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Lease does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Property;

2. In the construction of any improvements on, over or under the Property, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination;

3. Lessee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations ("C.F.R."), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

4. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Lease and to reenter and repossess the Property and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 have been followed and completed including expiration of appeal rights.

5. Lessee assures that it will undertake an affirmative action program, as required by 14 C.F.R. Part 152, Sub-part E, to ensure that no person shall, on the grounds of race, creed, color, national

origin, or sex, be excluded from participating in any employment, contracting or leasing activities covered in 14 C.F.R. Part 152, Sub-part E. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by Sub-part.

6. Lessee assures that it will require that its covered organizations provide assurance to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R. Part 152, Sub-part E, to the same effect.

7. Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Sub-part E, or by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub-organizations, as required by 14 C.F.R. Part 152, Sub-part E.

R. Requirements of the United States.

This Lease shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Property, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of Lessor or the United States pursuant thereto.

[signatures appear on following page]

IN WITNESS THEREOF, the said Parties hereto have executed this Lease or caused this Lease to be executed the day and year first above written.

LESSEE:

LESSOR:

AUGUSTA, GEORGIA

By: _____

Name:

Its:

By: _____

Name: _____

Its: _____

Exhibit "A"

Map of the Property and Surrounding Area

[[[to be added]]]





X:\1110100\PROJECTS\2022\DES - NORTH ROAD - PAVING, GRADING, DRAINAGE, WATER AND SEWER/WATERLINE AND SANITARY EXHIBIT DWG
1/26/2022 3:02:55 PM



AUGUSTA REGIONAL AIRPORT
1501 AVIATION WAY
AUGUSTA, GA
HANGAR N1 RAMP AND TAXIALNE
0119700
2/1/2022

NORTH DEVELOPMENT UTILITY EXHIBIT

Mead
& Hunt
FIGURE 1



Commission Meeting

August 15, 2023

Installing park equipment at Eastview Park

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve identifying ARP as the funding source regarding the installation of new park equipment at Eastview Park in an amount of \$150,000. (Approved by Public Services Committee August 8, 2023)
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 Jordan Johnson
Sent: Wednesday, July 5, 2023 10:55 AM
To: Lena Bonner
Cc: Natasha L. McFarley; Takiyah A. Douse
Subject: Agenda Items for next Committee

Hi Ms. Bonner,

Would you add the following to the appropriate committee agendas:

- a. Renaming of Hall Street, "Honorary Frank Yerby Street
- b. Discuss installing park equipment at Eastview Park

In Solidarity,

Jordan Johnson
Augusta Commission, District 1
Public Service Committee - Vice Chair
Engineering Services - Member
Liasion to the Richmond County School System
706-564-9356
augustaga.gov

"Our problems are manmade; therefore, they can be solved by man. No problem of human destiny is beyond human beings." - President John F. Kennedy

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AED:104.1



Commission Meeting

August 15, 2023

Item Name: Augusta Transit Upgrade of the PASS IVR System

Department:	Augusta Transit												
Presenter:	Sharon Dottery												
Caption:	Motion to approve Contract with Trapeze Software Group for the Upgrade of the PASS IVR System as a sole source procurement. (Approved by Public Services Committee August 8, 2023)												
Background:	<p>Augusta Transit in conjunction with Augusta Information Technology has been reviewing an upgrade to the Interactive Voice Response (IVR) functionality of Trapeze. Trapeze is the primary application used by Augusta Transit for Scheduling and Operations.</p> <p>The Paratransit program relies on the automated scheduling functionality of the IVR system that allows citizens in need of Paratransit to schedule transportation in advance via this phone system. This upgrade will allow Augusta Transit to continue to serve citizens in an enhanced, efficient, and effective manner.</p>												
Analysis:	<p>The mission of Augusta Transit is to give our customers access to all regions of Augusta-Richmond County by providing quality, dependable, safe, accessible, and affordable transportation, thereby enhancing the mobility of the general public as well as the transportation disadvantaged.</p> <p>The goal of this project is to enhance the ability of Augusta Transit to better serve citizens in needs of Paratransit Transport.</p>												
Financial Impact:	<p>The project will be funded at 80% Federal and 20% local. The total cost is \$31,488.00.</p> <table><tr><td></td><td>Split</td><td>Federal</td><td>Local</td></tr><tr><td>FTA Grant GA-2021-023</td><td>80/20</td><td><u>\$25,190.40</u></td><td><u>\$6,297.60</u></td></tr><tr><td>Total</td><td>\$31,488.00</td><td>\$25,190.40</td><td>\$6,297.60</td></tr></table>		Split	Federal	Local	FTA Grant GA-2021-023	80/20	<u>\$25,190.40</u>	<u>\$6,297.60</u>	Total	\$31,488.00	\$25,190.40	\$6,297.60
	Split	Federal	Local										
FTA Grant GA-2021-023	80/20	<u>\$25,190.40</u>	<u>\$6,297.60</u>										
Total	\$31,488.00	\$25,190.40	\$6,297.60										
Alternatives:	Deny request.												
Recommendation:	Approve Contract with Trapeze Software Group for the Upgrade of the PASS IVR System.												
Funds are available in the following accounts:	The Augusta Transit 2023 budget 546709-1226-5424320 for the project cost.												

**REVIEWED AND
APPROVED BY:**

N/A

**Trapeze Software Group, Inc. d.b.a.
TripSpark Technologies ("TripSpark")**5265 Rockwell Dr. Northeast
Cedar Rapids, IA 52402

Telephone: 1.877.448.7273

Item 23.

WORK ORDER**Client Name:** Augusta Richmond County**Address:** 1535 Fenwick Street
Augusta, GA USA**Attention:** Jeffrey Lewis**Position:** Transit IT Manager**Phone:** (706) 821-1556**Email:** lewis@augustaga.gov**Work Order#:** WO-0125581**Date Requested:** 2022/07/12**Requested By:** Jeffrey Lewis

N.B A copy of the purchase order related to the items below MUST be received by TripSpark prior to the performance of any services or delivery of any hardware or software.

Product Name	Type	Quantity	Unit Price	Total Price
PASS: Service	Service	1	\$31,488.00	\$31,488.00

****Total:** \$31,488.00 *Plus
Applicable Sales Tax*

This Work Order between Trapeze Software Group, Inc. d.b.a TripSpark Technologies ("TripSpark" or "Seller") and ("Client" or "Buyer") is governed by the terms and conditions of the agreement in place between the parties, with the exception of warranty which shall be governed by Section 5 ("Warranty") as stipulated under TripSpark Terms and Conditions of Sale, Attachment 1, and Statement of Work, Attachment 2 of this Work Order. If there is no current agreement in place between the parties then the TripSpark Terms and Conditions of Sale, Attachment 1 hereto, shall govern this Work Order. All other terms and conditions are excluded from this Work Order and shall have no effect whatsoever.

Work will be billed per the statement of work, if applicable. Where no statement of work is present work will be billed upon completion of services or upon shipment of hardware, as described on the work order.

Trapeze Software Group, Inc.**Augusta Richmond County**_____
Vice President, Client Services_____
Date_____
Date****Price valid for thirty (30) days. All Prices in US dollars.**

In addition to the services and/or fees payable by Client to use taxes (but excluding taxes based on the net income of TripSpark resulting from this Work Order) shall be the responsibility of the Client. If any withholding tax or similar levy is applicable to the fees or other amounts payable to TripSpark, Client shall pay such additional amount as shall result in TripSpark receiving the total amount of the fees and/or services or other amounts it would have been paid but for such tax or levy. TripSpark requires a response within 30 calendar days. After 30 days this work order will expire.

TripSpark Terms and Conditions of Sale

1. GENERAL.

These Trapeze Software Group, d.b.a. TripSpark Technologies (the "**Seller**") terms of sale, quote letter and all attachments hereto are provided as part of an offer to enter into a contract for the purchase and supply of Goods and/or Services. Buyer's (as Buyer is defined in the quote letter accompanying these terms) issuance of a purchase order and/or execution of the quote letter will constitute an acceptance of this offer on the terms hereof and shall create a binding contract. Buyer agrees that any terms associated with the Buyer's purchase order shall be for administrative purposes only and shall not form a part of this contract. Any modifications proposed by Buyer are not a part of this contract in the absence of Seller's written assent. As used in these Standard Terms and Conditions of sale "**Goods**" shall mean the equipment ("Equipment") sold and delivered hereunder, including any embedded software ("Software") licensed in conjunction with said Equipment, limited to spare and repair parts. "**Services**" shall mean the labor described under this quotation, which shall be provided by Seller and/or authorized representatives.

2. PRICES.

2.1 Unless otherwise agreed by Seller in writing, all prices quoted by Seller: (i) are based on US Dollars, (ii) are exclusive of all brokerage fees and duties, (iii) provide for the Goods Ex Works shipping point (as that term is defined in Incoterms 2013), and (iv) include Seller's standard commercial packaging. Seller reserves the right to deliver, at no change in price, substitute Goods of equal or better capability provided however, that such substitute Goods maintain the form, fit, and functionality of the originally contracted Goods. Partial deliveries are acceptable. Unless otherwise stated, such prices are effective for ninety (90) days from the date of quotation. Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes, now in force or enacted in the future, applicable to the sale, license, delivery, or use of Goods and/or Services, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller.

2.2 Transportation of Goods shall be by common carrier, at Buyer's risk and expense. Upon request from Buyer to expedite shipments due to delays or other events not caused by Seller, all costs will be paid by Buyer.

2.4 Buyer shall have a reasonable time, not to exceed five (5) days from the date of receipt, to inspect the Goods. Buyer will notify Seller in writing of particular deficiencies of the Goods during the inspection period. Failure to give notice or particularize the deficiencies will result in Buyer's acceptance of the Goods.

3. TERMS OF PAYMENT AND BILLING.

Where credit is extended to Buyer, terms of payment shall be net thirty (30) days from date of invoice. Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the purchase order, Seller reserves the right to require payment in advance of shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that risk of loss and title to any Goods described herein, excluding any Software or third party licensed products, shall pass to Buyer at the time and place at which Seller ships the Goods.

4. INTELLECTUAL PROPERTY RIGHTS.

Unless otherwise specified herein, neither this contract nor the delivery of any Goods or Services hereunder shall be construed as granting either by estoppel or otherwise, any right in or license under any present or future data, drawings, plans or ideas or methods disclosed in this contract, or under any invention, patent, copyright, trade secret, or other intellectual property now or hereafter owned or controlled by Seller.

5. WARRANTY.

The Equipment sold hereunder is subject to the following warranties:

5.1 Seller agrees to repair or replace at its discretion, without charge, any such Equipment, which are defective as to design,

workmanship or material, and which is returned to Seller at its factory, transportation prepaid, provided: (i) notice of the claimed defect is given to Seller within ninety (90) calendar days from date of delivery and the Equipment is returned in accordance with Seller's instructions; (ii) such Equipment shall not be deemed to be defective if, due to exposure to any condition in excess of those published in the product specification, it shall fail to operate in a normal manner; (iii) Seller's obligations with respect to such Equipment are conditioned upon the proper installation and operation of such Equipment by Buyer in accordance with Seller's written directions; and (iv) the warranty stated in this section shall be void if such Equipment is altered or repair is attempted or made by other than Seller or Seller's authorized service center. No warranty is provided by Seller with respect to the Software or any third licensed or hardware products. Separate warranties may be available from the third party developer, distributor or publisher.

Buyer agrees to pay for all service expenses not covered by this warranty at Seller's then current standard service rates.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY GOODS SOLD OR SOFTWARE OR SERVICES DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

6. LIMITATION OF LIABILITY.

6.1 Buyer acknowledges and understands that a computer in a vehicle has the potential to distract the driver from the primary task of driving which can compromise a vehicle's safety. Buyer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the Goods described in this contract. "**Motor vehicle**" includes any automotive machinery utilized for the transport of persons or goods in which Goods have been incorporated or installed. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.2 Buyer acknowledges and agrees that Seller shall not be liable to Buyer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by Buyer in conjunction with or separate from the use of the Goods described in this contract including any personal injury claim or action and Buyer shall indemnify and defend Seller from any such claim or action including costs. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.3 IN NO EVENT SHALL SELLER BE LIABLE TO ANYONE FOR ANY SPECIAL, COLLATERAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE SERVICES, OR THE USE OF OR INABILITY TO USE ANY GOODS DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE FEES PAID BY BUYER TO SELLER FOR THE SOFTWARE, EQUIPMENT OR SERVICES GIVING RISE TO A CLAIM.

7. FORCE MAJEURE.

Except for payments due from Buyer to Seller hereunder, neither party shall be responsible for delay or failure to perform any part of this contract if such delay or failure to perform is caused, directly or indirectly, by an occurrence beyond that party's reasonable control, including, but not limited to, supplier limitations, fire, epidemics, floods, accidents, earthquakes, hurricanes, war (declared or undeclared), terrorist acts, blockades, embargoes, acts, demands or requirements of any

government, restraining order of any courts, acts of God or other events of force majeure.

8. PATENT AND INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 Seller agrees that it will defend, at its own expense, all suits against Buyer for infringement of any intellectual property, including by not limited to, patents, copyrights and trademarks, covering, or alleged to cover, the Goods described herein in the form sold by Seller and Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given: (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Goods so purchased. If in any such suit so defended the Goods are held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or replace the same with a non-infringing product, or modify said Goods so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing Goods and refund some of the purchase price taking into account a reasonable allowance for use, damage, or obsolescence.

8.2 If the infringement by the Buyer is alleged prior to completion of delivery of the Goods under this contract, Seller may decline to make further shipments without being in breach of this contract, and provided Seller has not been enjoined from selling the Goods to Buyer, Seller agrees to supply such Goods to the Buyer at the Buyer's option, whereupon the indemnity obligation herein stated with respect to Seller shall reciprocally apply with respect to the Buyer.

9. SOFTWARE LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE.

9.1 Any Software embedded in the Goods delivered hereunder is intellectual property of Seller or a third party licensor, and shall remain the sole and exclusive property of Seller or its respective licensors. Seller grants the Buyer a perpetual, non-exclusive license to use the Software only in or with the Goods sold hereunder. The Buyer shall not copy, modify, or disassemble the Software, or permit others to do so. Buyer shall not transfer the license granted hereunder or possession of the Software except as part of or with the Goods, such transfer being subject to the restrictions contained herein. This license shall automatically terminate upon any breach or default by Buyer of this contract or in the event that there is filed by or against the Buyer any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of Buyer's creditors. Buyer agrees to use the licensed Software only as provided herein. Buyer agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees permitted access to licensed Software to notify its employees of its obligation under these terms with respect to use, reproduction, protection, and security.

9.2 The Goods sold hereunder may include third party software licensed to Seller, including but not limited to: (i) Microsoft Corporation; (ii) Here, formerly NAVTEQ North America, LLC; (iii) Telogis, Inc.; (iv) Yellowfin International Pty Ltd.; (v) Nuance Communications, Inc., formerly Loquendo S.p.A. The terms of Seller's software license grant apply to the use of the third party software and the licensors of such software are third party beneficiaries of the rights granted under those terms. Buyer may only transfer any embedded software product with the Goods in accordance with the terms and conditions of this contract.

10. RESOLUTION OF DISPUTES.

10.1 The parties shall attempt to resolve any dispute arising out of or relating to this contract promptly by negotiation in good faith between executives who have the authority to settle the dispute. Any party shall give any other party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the party receiving notice shall submit to the other a written response thereto. All reasonable requests for information made by one party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this section (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

10.2 If the matter in dispute has not been resolved within thirty (30) calendar days of the initial dispute date, either Party (the "Claimant") may submit the dispute to binding arbitration in the State of Delaware in accordance with the rules and procedures set forth in the *Commercial Arbitration Act (Delaware)*. The

arbitration shall be conducted by a single, commercially-experienced arbitrator selected by mutual agreement of both parties, and pre-hearing discovery shall be permitted if and only to the extent determined by the arbitrators to be necessary in order to effectuate resolution of the matter in dispute. If the parties cannot agree on an arbitrator within fourteen (14) calendar days of the first nomination for appointment, the parties shall refer the appointment of an arbitrator to ADR Chambers. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Delaware. Equitable remedies shall be available from the arbitrators. Consequential, punitive, exemplary, indirect or similar damages shall not be awarded by the arbitrators, although attorneys' fees and the costs of arbitration may be assessed against either or both parties. Any provisions of the award which are determined to be unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. The arbitrators' decision shall be rendered within thirty (30) days of the conclusion of any hearing hereunder and the arbitrators' judgment shall be final and binding on the parties. Any award and judgment may be entered and enforced in any court of competent jurisdiction.

10.3 Resolution of disputes under the procedures of this section shall be the sole and exclusive means of resolving disputes arising out of or relating to this contract.

11. EXPORT CONTROLS.

Buyer acknowledges and agrees that any Goods purchased by it from Seller may be subject to export controls imposed by the United States Government under various federal laws, including but not limited to, the Export Administration Act of 1979, as amended (the "Act"), and/or successor legislation, and the regulations promulgated thereunder. Buyer agrees not to export or re-export any Goods without complying with the Act.

12. CANCELLATION. ORDER CANCELLATION OR RESCHEDULE.

Any cancellation or delivery reschedule requires prior written authorization by Seller. Goods in continuous production may be subject to a minimum ten percent (10%) cancellation charge. There will be no charge for rescheduling a delivery, but pricing will be subject to the price list in effect at the time of the new delivery date. Goods not in continuous production are subject to cancellation or reschedule charges commensurate with the impact of the action on Seller. Charges for canceling or rescheduling the delivery of Goods not in continuous production will be determined at the time authorization is granted.

13. GOODS RETURNED FOR CREDIT.

Any Goods to be returned for credit requires prior written authorization by Seller. Goods authorized for return may be subject to a minimum fifteen percent (15%) return charge. The exact return charge will be determined at the time return authorization is granted.

14. NATURE OF RELATIONSHIP.

Seller and Buyer are independent contractors. This contract does not, and shall not be deemed to make either Seller or Buyer the agent or legal representative of the other for any purpose whatsoever, and Buyer shall not have any right or authority to assume or create any obligation, warranty or responsibility whatsoever, express or implied, on behalf of Seller, or to bind Seller in any respect whatsoever.

15. ASSIGNMENT.

Neither party may assign any rights or obligations under this contract without the written consent of the other, which shall not be unreasonably withheld, except that Seller may assign this contract without consent to any subsidiary or affiliated company or by way of merger or acquisition.

16. MODIFICATION.

This contract may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

17. GOVERNING LAW.

This contract shall be governed, construed and interpreted under and pursuant to the substantive laws of the State of Delaware, excluding its choice of law rules, and the parties agree that the "UN Convention for the International Sale of Goods" is expressly excluded. Seller shall be subject to federal, state, and local governmental laws only as they apply to Seller's performance under this Work Order and shall:

- (i) be in effect only to the extent that such clauses are applicable to the subject matter hereof;
- (ii) have a DBE content requirement of 0%;
- (iii) not transfer ownership of any intellectual property;
- (iv) not include bonding requirements;

- (v) not include any liquidated damages under the final contract; and
- (vi) not exceed the limitation of liability and indemnification obligations under this Work Order.

Further, should such federal, state, and local government requirements change, including but not limited to causing the scope, schedule, or deliverable to change then the parties agree Seller shall be allowed and equitable adjustment. Finally, Seller makes no representation that Seller or its subcontractor's Services, software, hardware and related documentation contain features and functionality that is Buyer compliant or meets any specific requirements pursuant to any federal, state, and local governmental laws.

18. INTEGRATION.

These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire contract and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any provisions on the face and reverse side of Buyer's purchase order or any prior agreement inconsistent with the provisions hereof concerning the matters specified herein and any representations, promises, warranties or statements made by either party that differ in any way from the terms of this contract shall be given no force or effect. Seller and Buyer specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the Goods or the use of Services thereof, unless copies of the same are presently attached hereto and made a part hereof. Seller's failure to object to terms contained in any communication from Buyer will not be a waiver of the terms hereof. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

19. SEVERABILITY OF TERMS; WAIVER.

Waiver by Seller of any default of Buyer hereunder shall not be deemed a waiver of any other default of Buyer. The express provision herein for certain rights and remedies of Seller shall not be construed to deprive Seller of any other rights and remedies to which it would otherwise be entitled under applicable law. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision.

20. CONFIDENTIALITY

Buyer agrees that any and all confidential information, in oral or written form, whether obtained from Seller, its agents or assigns, or other sources, or generated by Buyer pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Buyer further agrees to keep in absolute confidence all data relative to the business of Seller and their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Buyer without prior written approval of Seller. Buyer shall promptly give Seller written notice of any request for disclosure of Proprietary Information designated by Seller as "Confidential" or "Trade Secret" prior to disclosure to allow Seller the opportunity to seek injunctive relief or such other relief as may be appropriate and shall fully cooperate with Seller, at Seller's expense, in seeking confidential treatment for any such disclosure.

Buyer acknowledges that compliance with this Confidential Information section is necessary to protect the business and proprietary information of Seller, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if Buyer breaches or threatens to breach this Confidential Information Section, Seller may seek: (1) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (2) money damages, insofar as they can be determined.

Augusta Richmond County
GVP 9 Migration for PASS-IVR
Statement of Work

September 21, 2022

Submitted by:
Nick Whitty, Account Executive
Tel: (563) 349-4922
nick.whitty@trapeze.com

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Section 1: Introduction

The purpose of this document is to provide Augusta Richmond County (“ARC”) with a quote and scope of work for the PASS-IVR Genesys Voice Platform (GVP) 9 migration.

This document outlines the implementation services to be provided by Trapeze, as well as the support required from ARC staff and resources.

Section 2: Trapeze Professional Services

Section 2.1: Personnel

To ensure successful completion of this implementation, Trapeze will utilize the following professional services personnel:

- **Project Manager:** The centralized point of contact for the project. The project manager is responsible for coordinating project schedules, deliverables and resources required to deliver the proposed solution as defined in this statement of work.
- **Technical Product Specialist(s):** The primary technical point(s) of contact supporting the design, installation, configuration, testing, implementation, training, and deployment of the Software.
- **Developer(s):** The primary resource(s) responsible for completing all user interface design changes to meet ARC’s business needs.

Section 2.2: Implementation Methodology Overview

This project will be executed in a phased approach, with key activities identified below:

1. Project Kick-off
2. Development
3. Internal Acceptance Testing
4. Software Installation and Configuration
5. Installation Testing
6. Training
7. Acceptance Testing
8. Deployment and Closure

Section 3: Project Implementation Approach

Section 3.1: Project Kick-off

Following contract execution, Trapeze and ARC will hold a remote project kick-off meeting to align stakeholders on project scope and timelines, as well as review roles, responsibilities, key risks, and preliminary project schedule. Project teams from both Trapeze and ARC are expected to attend the kick-off meeting.

Section 3.2: Development

Trapeze will provide development services for the migration of the existing ARC PASS-IVR markup to be compatible with GVP9. Additional markup changes such as call flow changes, menu updates and static text changes are not included in this implementation. Should additional changes be required, they will need to be addressed through a change order.

Section 3.3: Internal Acceptance Testing

Internal Acceptance Testing (IAT) is completed remotely by Trapeze before any Software is installed in ARC's environment. During IAT, Trapeze testing specialists will perform unit and regression testing to ensure completeness and accuracy of all standard features. These specialists will also update any automated regression test scripts to expand coverage as needed.

After unit and regression testing is completed, the Trapeze Technical Product Specialists run a series of tests in a local environment to ensure that all Software is functioning properly against ARC's specific data and configuration. This allows Trapeze to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks can be performed for ARC.

Section 3.4: Software Installation and Configuration

Following the completion of Internal Acceptance Testing, Trapeze will work with ARC to remotely install the GVP9 software and configure the PASS-IVR Software in ARC's environment.

ARC will be required to complete all hardware installations (including all server configurations) in time for the test environment installation. To assist Trapeze with the installation, ARC will provide remote access (VPN, etc.) to all necessary servers. If remote access is unavailable, Zoom will be used as an alternate method for connecting to the servers.

Windows Server

Trapeze requires the GVP9 software to run on a Windows 2016 or 2019 server operating system. All other servers in ARC's organization may run on Windows 2012 or above. ARC will be required to contact their re-seller for Windows Operating System Licensing.

SIP Gateway

Trapeze will be attempting a direct SIP interconnection between ARC's PBX and the GVP server on a best-effort basis. Should the interconnection not be possible within a reasonable time frame; estimated as one (1) workday, Trapeze will re-use and reconfigure the existing ARC SIP gateways.

GVP9 Server Backup

Due to the complexity of the GVP9 platform installation, as well as level of effort associated with rebuilding the server, it is essential for ARC to perform a complete disk-image backup of each server environment prior to deployment. Trapeze can assist in preparing the backup copy, if necessary.

Section 3.5: Installation Testing

Installation Testing will occur after the Software has been installed in ARC's environment. This testing is designed to ensure the Software is functioning properly within ARC's environment, as well as with third party software, as necessary.

During Installation Testing, ARC will grant Trapeze access to their servers so that Trapeze can perform testing of key Software functionality and validate the Software is functioning properly in ARC's environment. During Installation Testing Trapeze will validate the following:

- Applications are connected to the appropriate database(s)
- General Software functionality is working as designed for PASS-IVR
- All configurations and settings are functioning as expected

Upon completion of Installation Testing, Trapeze will work with ARC to schedule training.

Section 3.6: Training

Training Requirements

In order to facilitate remote training, ARC is responsible for setting up an environment that includes the following training equipment:

- A networked computer for each trainee, with access to the ARC test system

If the above-listed items are not available, Trapeze will work with ARC to identify alternative arrangements. In addition to training, Trapeze will provide one (1) digital copy of all available user manuals. If desired, ARC can create additional hard copies for their users.

Training Delivery

Trapeze product training is based on standard training agendas, and sessions vary in length based on topic. ARC resources are encouraged to participate in all training sessions related to their field. Training sessions cannot exceed six (6) employees per session.

System Administrator training will include topics related to the Software environment (properties, services, installation paths, configurations etc.), as well as topics related to troubleshooting and managing Trapeze application(s).

The following table outlines the proposed training for this implementation:

Module	Training Topic	Duration (Days)	On-site/Remote
PASS-IVR	System Administrator Training	0.25	Remote

Section 3.7: Acceptance Testing

Acceptance Testing involves ARC utilizing the new GVP9 software in the local environment to ensure it responds accurately to user inputs and all features and functions work as expected.

ARC will have ten (10) business days in which to perform an initial comprehensive end-to-end round of Acceptance Testing for the Software. All subsequent end-to-end rounds of Acceptance Testing must be completed by ARC in no more than five (5) business days.

Testing Defect Review Tracking and Resolution

During both phases of Acceptance Testing, ARC will document and prioritize any defects encountered throughout the testing period (if any exist). Following the completion of a round of testing, ARC will supply Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity levels defined below.

1. **Critical** – Defect causes failure of critical functionality or critical data and no workaround is available.
 - This can include but is not limited to:
 - System crashing
 - Non-recoverable conditions
 - Data loss or corruption
 - Security concerns leading to breach of information and/or misuse, or severely affecting system performance and/or functionality
 - Performance defects leading to unavailability or loss of functionality
2. **Major** – Defect partially impairs critical functionality. A workaround is available but difficult to execute.
 - This can include but is not limited to:
 - System crashing or aborting during normal operation of a non-critical flow
 - Missing functionality
 - Inconsistent logic or display of data
 - Slow responsiveness and underperformance of the system
 - Missing security or system patches, minor breach of information
3. **Minor** – Defect impairs non-critical functionality with a satisfactory workaround available.
 - This can include but is not limited to:
 - Minor usability issues such as inconsistent display
 - Tab/shortcut keys not working
 - Missing input validation
 - System recoverable errors

ARC will identify the priority of each defect and indicate the desired resolution sequence (1 = soonest resolution desired). Trapeze will make best reasonable effort to resolve defects of the same severity levels based on sequential order.

At the completion of each round of testing, Trapeze will work remotely to resolve all critical and major defects (if any exist). If an updated Software solution is required to resolve the defect(s), Trapeze will provide the updated Software encompassing all defect fixes. ARC will be asked to test and validate the Software to ensure all defects have been rectified. If further defects are identified, Trapeze will evaluate and work to resolve them, and ARC will be asked to execute another round of Acceptance Testing.

Once ARC confirms that all critical and major defects have been resolved, Acceptance Testing will be considered complete, and the Software deemed ready for production use. ARC will be required to sign off on the Acceptance Testing. All minor defects will be transitioned to the Trapeze maintenance and support program, who will provide new Software builds addressing post-deployment defects, as necessary.

Section 3.8: Deployment and Closure

During the deployment activities, Trapeze will decommission the legacy GVP8 software and re-direct the call flow towards the newer GVP9 software for ARC's production use, so that it can be used to support live operations.

Deployment Support

Trapeze will provide remote go-live support for the launch of GVP9 software for up to one (1) week from cut-over into ARC's production environment. ARC can leverage these services during standard business hours to address any non-critical questions or support needs that may arise from using the software to support live operations.

Closure

At the completion of the deployment support period, all ongoing support will be transitioned to and provided through Trapeze's long-term maintenance program. At this time, the project will be considered complete and project closure will be processed.

Section 4: Responsibilities and Deliverables

Activity	Trapeze Responsibilities	ARC Responsibilities	Deliverables
Project Kick-Off	<ul style="list-style-type: none"> Lead project kick-off meeting Collaborate with ARC in developing project schedule 	<ul style="list-style-type: none"> Assist in developing project schedule and kick-off presentation Provide inputs for ARC-led activities 	<ul style="list-style-type: none"> Kick-off meeting Kick-off Presentation (MS PowerPoint) Preliminary project schedule (revised as necessary)
Development	<ul style="list-style-type: none"> Migrate markup to be compatible with GVP9 	<ul style="list-style-type: none"> Consult as required 	<ul style="list-style-type: none"> Completed GVP9 markup
Internal Acceptance Testing	<ul style="list-style-type: none"> Perform Internal Acceptance Testing 	<ul style="list-style-type: none"> Provide data as necessary 	
Software Installation and Configuration	<ul style="list-style-type: none"> Install GVP9 software and configure PASS-IVR in ARC's environment 	<ul style="list-style-type: none"> Complete all hardware installation(s) Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security Install Trapeze pre-requisite Software (e.g. ODBC connections, database servers, etc.) 	<ul style="list-style-type: none"> Installed Software in ARC's environment
Installation Testing	<ul style="list-style-type: none"> Perform Installation Testing 	<ul style="list-style-type: none"> Provide technical consulting as required Provide access to production environment 	
Acceptance Testing	<ul style="list-style-type: none"> Support ARC during Acceptance Testing 	<ul style="list-style-type: none"> Perform Acceptance Testing Complete prioritization of defect(s) Re-test defect resolutions 	<ul style="list-style-type: none"> Prioritized defects log Software releases, as necessary
Deployment and Closure	<ul style="list-style-type: none"> Provide remote support for all go-live activities for up-to one (1) week 	<ul style="list-style-type: none"> Escalate defects to appropriate Trapeze Technical Product Specialists Ensure data accuracy Confirm connectivity, logins, etc. 	<ul style="list-style-type: none"> PASS-IVR and GVP9 is operational and functional in ARC's production environment

Section 5: Project Duration

This implementation is expected to be completed within four (4) months from the completion of the project kick-off meeting.

Following contract execution, a mobilization period of up to sixty (60) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with ARC.

If the length of the project exceeds four (4) months from the kick-off meeting, either due to ARC readiness or resourcing delays, a change order may be required to fund the extension.

Section 6: Project Management

Trapeze will provide remote project management support for the entire duration of the project, although the engagement will be light (Thin-Engagement). Trapeze PM's will be responsible for organizing resources on the Trapeze side, triggering milestones, and closing project activities. The majority of the weekly meetings will be handled by the Technical resource assigned to this project.

Section 7: ARC's Resource Requirements

Outlined below are estimated resource allocations to support the implementation and effort defined in this statement of work.

Resource	Resource Allocation	Responsibilities
Project Manager	30% of their time for the full duration of the project	<ul style="list-style-type: none"> • Coordinate all resources from ARC • Coordinate conference calls and meetings, as required • Coordinate training preparation • Coordinate training session(s) • Coordinate completion of Acceptance Testing • Coordinate ARC activities • Work with the Trapeze project manager to identify risks, issues, and mitigations throughout the project • Coordinate Software deployment activities
Subject Matter Experts/End Users (Internal)/Testers	20% of their time for the full duration of the project 50% of their time during Testing	<ul style="list-style-type: none"> • Participate in the completion of ARC-led activities • Participate in the review of all documentation • Assist with Software deployment activities • Execute Acceptance Testing • Record and report any Software defects

System Administrators / IT	25% of their time during Software Installation, Testing, and Deployment 100% during System Administrator Training	<ul style="list-style-type: none">• Assist with troubleshooting network or technical issues• Provide access to servers as necessary throughout the project• Participate in System Administrator training• Maintain system security controls & permissions, user accounts, etc.• Assist with Software deployment activities
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Section 8: Project Assumptions

Section 8.1: General Pricing Assumptions

1. This implementation is a fixed-fee engagement.
2. Pricing does not include any applicable taxes or expenses associated with ARC and any of its resources assigned to the project.
3. Any integration with third party software or systems will be the responsibility of ARC.
4. The ARC system administrator will be readily available for all configuration, installation, testing, and deployment activities.
5. All documentation and execution of test cases will be the responsibility of ARC.
6. All Software will take advantage of the existing Trapeze infrastructure, data sources and software unless otherwise stated.
7. All services will be performed remotely utilizing existing version of PASS and PASS-IVR Software.
 - a. It is recommended that ARC upgrade the Software to latest version prior to the GVP 9 migration project kick-off
8. The only development work included in this project will be to update the markup to be compatible with GVP9.
 - a. Text and call flow updates and additional markup customizations are not within the scope of this project.
9. Trapeze requires the GVP9 Software run on a Windows 2016 or 2019 operating system, where this server can be placed on VM Ware.
10. ARC will create a complete disk-image backup at the conclusion of the migration.
 - a. If the server will need to be rebuilt and ARC has not created a backup, a change order will be required to secure additional installation services.
11. If SIP Trunking cannot be used as expected, ARC will need to use its existing SIP Gateways to interconnect the PBX to the GVP servers.
12. ARC is responsible for all telephony configurations required for the GVP9 migration.
13. ARC is responsible for the purchase and installation of any required server and workstation hardware and software (servers shall be preconfigured to Trapeze's specifications).
14. Any services or requests that are outside the scope of this implementation will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
15. Pricing is valid until October 31st, 2022.

Section 9: Exhibit A-1

Section 9.1: Project Budget

The following project budget includes all costs required for the PASS-IVR GVP9 migration as outlined in this statement of work.

Item	Description	Cost (USD)
1	Implementation Services	\$31,488
	Total Cost	\$31,488

Section 9.2: Payment Milestones

The below payment milestones shall be followed throughout the implementation.

Milestone	Description	Acceptance Criteria	% of Contract Value
1	Software Installation	Installation of PASS-IVR markup and GVP9 in ARC's environment	30% of Services
2	Training	Completion of the system administrator training session	30% of Services
3	Acceptance Testing - Round 1	Completion of the initial ten (10) business day Acceptance Testing period	20% of Services
4	Acceptance Testing - Final	Resolution of critical and major defect(s)	10% of Services
5	Deployment Support	Completion of one (1) week of remote go-live support	10% of Services

Here for the journey is more than our tagline – It's our commitment to you. Our value is in our ability to address your needs and please your riders. We always strive to do both.

Thank you for taking the time to review this proposal. Please reach out to us with any questions or comments. Your feedback is always appreciated.



Print Form



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

Vendor: Trapeze E-Verify Number: 486896

Commodity: GVP8 Server Migration

Estimated annual expenditure for the above commodity or service: \$ 31,488.00

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.)
- X 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.)
- X 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: Sharon Dottery Department: Transit Date: 7/31/23

Department Head Signature: Sharon Dottery Date: 7/31/23

Approval Authority: BT Jones Date: 7/31/23

Administrator Approval: (required — not required) _____ Date: _____

COMMENTS:

**AUGUSTA TRANSIT**

SHARON DOTTERY, TRANSIT DIRECTOR

MEMORANDUM OF SOLE SOURCE JUSTIFICATION**TO:** Geri Sams, Director Procurement**FROM:** Sharon Dottery, Director Transit **DATE:** July 31, 2023**SUBJECT:** GVP8 Migration Server Upgrade

Augusta Transit in conjunction with Augusta Information Technology has been reviewing an upgrade to the Interactive Voice Response (IVR) functionality of Trapeze. Trapeze is the primary application used by Augusta Transit for Scheduling and Operations.

The Paratransit program relies on the automated scheduling functionality of the IVR system that allows citizens in need of Paratransit to schedule transportation in advance via this phone system. This upgrade will allow Augusta Transit to continue to serve citizens in an enhanced, efficient, and effective manner.

Current Issue

- Augusta Transit's current server is from 2012 and in need of an upgrade.

Project Objectives

- The mission of Augusta Transit is to give our customers access to all regions of Augusta-Richmond County by providing quality, dependable, safe, accessible, and affordable transportation, thereby enhancing the mobility of the general public as well as the transportation disadvantaged.
- The goal of this project is to enhance the ability of Augusta Transit to better serve citizens in needs of Paratransit Transport.



Commission Meeting

August 15, 2023

Grounds Maintenance

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve scheduling a work session to be coordinated by the Administrator's Office to discuss grounds maintenance and to include every department that participates in any type of, right- of-way, vacant lot and tree maintenance along with the Warden and a representative from 311 and to hold the work session in the next 30 days. (Approved by Engineering Services Committee August 8, 2023)
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 Stacy Pulliam
Sent: Thursday, July 13, 2023 8:58 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Discuss Ground Maintenance
Attachments: 39280 (1).jpg

Great Morning,

Ms Bonner will you please add to the agenda the following:

Discussion of Grounds Maintenance schedule of city lots, right ways, and properties owned by the public.
Task various department directors with coming up with a plan to resolve the ongoing ground maintenance issue.

Please see the attached pictures for presentation purpose at the meeting.

 [\[EXTERNAL\] 10th AVE pics \(1\).zip](#)  [\[EXTERNAL\] Walden Dr. \(1\) \(2\) \(1\).zip](#)

Stacy A. Pulliam

Augusta Commission, District 2

(762)328-8256 Mobile



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AED:104.1

























Augusta Commission

August 15, 2023

Condemnation 2436 Lumpkin Road

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-266-00-0) 2436 Lumpkin Road. (Approved by Engineering Services Committee August 8, 2023)
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 _____

EDITION _____

DATE: July 18, 2023**TO:** Garnett L. Johnson, Mayor
Members of the Augusta Commission/Members of the Engineering Services Committee**FROM:** Daniel W. Hamilton through Wayne Brown, General Counsel**SUBJECT:** Acquisition of right of way to Richmond County, Georgia from Michael G. Utley**CAPTION:** Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-266-00-0) 2436 Lumpkin Road.**BACKGROUND:** The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 187.82 square feet of right of way. The appraised value is \$425.00.**ANALYSIS:** Condemnation is necessary in order to acquire the required property.**FINANCIAL IMPACT:** The necessary costs will be covered under the project budget.**ALTERNATIVES:** Deny condemnation.**RECOMMENDATION:** Approve condemnation.**AGENDA DATE:** July 25, 2023.DEPARTMENT
DIRECTOR: _____FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:
G/L 101041110-54.11120

ADMINISTRATOR: _____

FINANCE: _____



Commission Meeting

August 15, 2023

Condemnation 2504 Lumpkin Road

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-253-03-0) 2504 Lumpkin Road. (Approved by Engineering Services Committee August 8, 2023)
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 _____

EDITION _____

DATE: July 18, 2023**TO:** Garnett L. Johnson, Mayor
Members of the Augusta Commission/Members of the Engineering Services Committee**FROM:** Daniel W. Hamilton through Wayne Brown, General Counsel**SUBJECT:** Acquisition of right of way to Richmond County, Georgia from LAXMI 15 LLC**CAPTION:** Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-253-03-0) 2504 Lumpkin Road.**BACKGROUND:** The City has been unable to make contact with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 948.33 square feet of right of way and 27.53 square feet of temporary construction easement. The appraised value is \$850.00.**ANALYSIS:** Condemnation is necessary in order to acquire the required property.**FINANCIAL IMPACT:** The necessary costs will be covered under the project budget.**ALTERNATIVES:** Deny condemnation.**RECOMMENDATION:** Approve condemnation.**AGENDA DATE:** July 25, 2023.DEPARTMENT
DIRECTOR: _____FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:
G/L 101041110-52.12116

ADMINISTRATOR: _____

FINANCE: _____



Commission Meeting

August 15, 2023

Acquisition of right of way to Richmond County, Georgia from LAXMI 15 LLC -Parcel 4

Department:	LAW	
Presenter:	Wayne Brown, General Counsel	
Caption:	Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-251-01-0) 2502 Lumpkin Road. (Approved by Engineering Services Committee August 8, 2023)	
Background:	The City has been unable to make contact with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 817.64 square feet of right of way. The appraised value is \$4,700.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 101041110-54.11120

REVIEWED AND
APPROVED BY:

N/A



Commission Meeting

August 15, 2023

Acquisition of right of way to Richmond County, Georgia from Charles E. Mays Parcel 10

Department:	Law
Presenter:	Wayne Brown, General Counsel
Caption:	Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-265-00-0) 2438 Lumpkin Road. (Approved by Engineering Services Committee August 8, 2023)
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 221.44 square feet of right of way. The appraised value is \$250.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Engineering Services

Meeting Date: August 8, 2023

Condemnation 2506 Lumpkin Road

Department:	Law Department	
Presenter:	Wayne Brown, General Counsel	
Caption:	Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-253-000) 2506 Lumpkin Road.	
Background:	The City has been unable to make contact with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 30.90 square feet of right of way and 47.47 square feet of temporary construction easement. The appraised value is \$2,800.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 101041110-54.11120
<u>REVIEWED AND APPROVED BY:</u>	N/A	



Commission Meeting

August 15, 2023

Hiring of full-time City Arborist

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve adding the matter of the City hiring a full-time arborist to the workshop on grounds maintenance. (Approved by Engineering Services Committee August 8, 2023)
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



Commission Meeting

August 1, 2023

Augusta's Grounds and Landscape Improvements and Maintenance – Part 2

Augusta Roadways Vegetation Management

Areas Managed by Parks & Recreation Department

RFP 22-301

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Award of “Augusta’s Grounds and Landscaped Improvements Maintenance” Contract Part2 to Pond Maintenance of Augusta for Attached EXHIBIT A Contract Services, subject to receipt of signed contract and proper insurance documents. The Contract is effective 10/1/2023 for four years with an option to renew for one additional one-year terms. Also, approve \$400,000/year to fund these contracted services. Requested by Engineering. RFP 22-301.
Background:	Attached Exhibit A areas vegetation management presently is responsibility of Augusta Parks & Recreation Department. During FY2023 budget approval, transitioning vegetation management of these areas to Augusta Engineering was proposed. Contract services are an integral part of Augusta Engineering Services Program delivery. Augusta Engineering is utilizing contract services since 2019 to manage and maintain highly visible and entryways right-of-way landscaped areas and right of way vegetation management under its storm water services program. This contract will be the continuity of Augusta Engineering existing services procured under RFP 22-301. Supplementing Augusta Engineering maintenance resources with contract services such as landscaped area upkeep & maintenance is a practical approach to complete and sustain much needed maintenance services in a cost effective and timely manner. Such services are essential to minimizing public safety risk and associated potential hazard liabilities, enhancing surrounding aesthetic and improving quality of life.
Analysis:	Proposals were received on November 28, 2022 with Augusta Quality LLC and Pond Maintenance of Augusta being the selected firms. Part 1 was awarded by Commission to Augusta Quality and Pond Maintenance March 7, 2023, item #14. This request is for the Part 2 Area (managed by Parks & Recreation Department) services and associated fee Value Engineering (VE). Hence Part 2 services award was delayed until completion of VE. VE is complete now and Part 2 is being recommended for award to Pond

Maintenance of Augusta. Part2 Fee schedule and landscaped areas list attached as EXHIBIT A

- Financial Impact:** Funds in amount of \$400,000 are available in Engineering Maintenance Operational Budget (101041260/5299999).
- Alternatives:** Do not approve and find in-house forces to keep up with needed maintenance work.
- Recommendation:** Approve Award of “Augusta’s Grounds and Landscaped Improvements Maintenance” Contract Part2 to Pond Maintenance of Augusta for Attached EXHIBIT A Contract Services, subject to receipt of signed contract and proper insurance documents. The Contract is effective 10/1/2023 for four years with an option to renew for one additional one-year terms. Also, approve \$400,000/year to fund these contracted services. Requested by Engineering. RFP 22-301
- Funds are available in the following accounts:** (\$400,000) 101041260-52.99999 – Engineering Maintenance Operations General Fund
- REVIEWED AND APPROVED BY:** HM/SR

Request for Proposals

Request for Proposals will be received at this office until **Monday, November 28, 2022 @ 3:00 p.m. via ZOOM Meeting ID: 873 6253 1690; Passcode: 760954** for furnishing:

RFP Item #22-301 Augusta's Grounds and Landscaped Improvements Maintenance for Augusta, GA – Engineering Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from ARC Southern. **The fees for the plans and specifications which are non-refundable are \$20.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.e-arc.com) at no charge through **ARC Southern (706-821-0405)** beginning **Thursday, October 20, 2022**. Proponents are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Proponents are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Pre-Proposal Conference will be held on Monday, November 14, 2022 @ 10:00 a.m. Via Zoom – Meeting ID: 882 2343 5645; Passcode: 761108.

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 Tuesday, November 15, 2022 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP 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 request for proposal 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 waivable 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 RFP number on the outside of the envelope.

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.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle October 20, 27, 2022 and November 3, 10, 2022
Metro Courier October 20, 2022

Revised: 3/22/21



**RFP 22-301 Augusta's Grounds and Landscaped
Improvements Maintenance
for Augusta, GA – Engineering Department
RFP Due: Monday, November 28, 2022 @ 3:00 p.m.**

Total Number Specifications Mailed Out:
Total Number Specifications Download (Demandstar): 11
Total Electronic Notifications (Demandstar): 280
Georgia Procurement Registry: 1920
Total packages submitted: 4
Total Noncompliant: 2

VENDORS	Attachment "B"	E-Verify #	Save Form	Addendum 1	Original	7 Copies	Fee Proposal
Augusta Quality LLC 3904 Wrightsboro Rd. Suite C Augusta, GA 30909	Yes	639585	Yes	Yes	Yes	Yes	Yes
Pond Maintenance of Augusta 3707 Colbert Street Augusta, GA 30906	Yes	67036	Yes	Yes	Yes	Yes	Yes
S&S Lawncare 5009 Deer Trail Dr. Hephzibah, GA 30815	Yes	1850157	Yes	No / Non- Compliant	Yes	Yes	Yes
Wood's Commercial & Residential Lawn Services, Inc 3541 Biltmore Pl. Augusta, GA 30906	Yes	1808457	Yes	No / Non- Compliant	Yes	Yes	Yes



Evaluation Sheet RFP 22-301 Augusta's Grounds and Landscaped Improvements Maintenance
for Augusta, GA – Engineering Department
Evaluation Date: Wednesday, December 28, 2022 @ 3:00 p.m. via ZOOM
Group 1, 2 and 3

Item 31.

Vendors			Augusta Quality LLC 3904 Wrightsboro Rd. Suite C Augusta, GA 30909	Pond Maintenance of Augusta 3707 Colbert Street Augusta, GA 30906	S&S Lawncare 5009 Deer Trail Dr. Hephzibah, GA 30815	Wood's Commercial & Residential Lawn Services, Inc 3541 Biltmore Pl. Augusta, GA 30906					Augusta Quality LLC 3904 Wrightsboro Rd. Suite C Augusta, GA 30909	Pond Maintenance of Augusta 3707 Colbert Street Augusta, GA 30906	S&S Lawncare 5009 Deer Trail Dr. Hephzibah, GA 30815	Wood's Commercial & Residential Lawn Services, Inc 3541 Biltmore Pl. Augusta, GA 30906
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)											
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)				Weighted Scores							
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	FAIL	FAIL	PASS	PASS	FAIL	PASS	PASS	PASS	FAIL	PASS
2. Qualifications & Experience	(0-5)	20	5.0	3.8			100.0	75.0	0.0	0.0	100.0	75.0	0.0	0.0
3. Organization & Approach	(0-5)	15	5.0	4.0			75.0	60.0	0.0	0.0	75.0	60.0	0.0	0.0
4.Scope of Services 1. Project Specific Experience – three (3) years of recent experience in similar to this scope of work. 2. Past performance on project in similar nature 3. Evidence that firm fully understands Owner’s goals and project scope	(0-5)	25	5.0	4.0			125.0	100.0	0.0	0.0	125.0	100.0	0.0	0.0
5.Financial Stability	(0-5)	5	5.0	5.0			25.0	25.0	0.0	0.0	25.0	25.0	0.0	0.0
6. References	(0-5)	5	5.0	5.0			25.0	25.0	0.0	0.0	25.0	25.0	0.0	0.0
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)														
Within Richmond County	5	10	5.0	5.0			50.0	50.0	0.0	0.0	50.0	50.0	0.0	0.0
Within CSRA	5	6					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Within Georgia	5	4					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
• All Others	5	1					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 400)			30.0	26.8			400.0	335.0	0.0	0.0	400.0	335.0	0.0	0.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
8. Presentation by Team	(0-5)	5					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)							Cost/Fee Proposal Consideration							
Lowest Fees	5	10	5.0				50.0	0.0	0.0	0.0	50.0	0.0	0.0	0.0
Second	5	6		5.0			0.0	30.0	0.0	0.0	0.0	30.0	0.0	0.0
Third	5	4					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Forth	5	2					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Fifth	5	1					0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 100)			5.0	5.0			50.0	30.0	0.0	0.0	50.0	30.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any														
Total Cumulative Score (Maximum point is 500)			35.0	31.8			450.0	365.0	0.0	0.0	450.0	365.0	0.0	0.0



ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

FROM: *AM* Hameed Malik, Ph.D., PE, Director- Engineering

DATE: Wednesday, June 14, 2023

SUBJECT: **Augusta's Grounds and Landscaped Improvements Maintenance**
 Augusta, GA-Engineering Department
PART 2 Recommendations
 RFP 22-301
 File Reference: 23-014(A)

It is Part 2 recommendations of Augusta Engineering (AE) to award the Augusta's Grounds and Landscaped Improvements Maintenance contract to Pond Maintenance of Augusta for services listed as Group 4 in RFP 22-301. AE submitted Groups 1-3 award recommendations on February 17, 2023 with option to award Group 4 at later time since it was still under evaluation. Group 4 fee review also included performing value engineering and it is completed now.

AE has taken into consideration all submitted information, services delivery team, and outcome of value engineering (VE). Accordingly, AE is recommending awarding the contract to Pond Maintenance of Augusta subject to offered VE generated unit rates (copy attached) for Group 4 ground and landscaped improvements maintenance for duration of this contract.

AE is preparing a contract award agenda item for Augusta Commission action. Award is contingent upon receipt of signed contract and proper Insurance document.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
 Lewis Avery, CPA, Engineering Assistant Director – Finance & Admin
 Charlie Gay, Engineering Assistant Director - Maintenance
 June Hamal, Associate Director Construction & Program Delivery
 Program File

Contracted Services through Engineering Department

22-301

GROUP 4

Location	Task Description	Frequency	Popnds of Augusta
PART ONE			
Central	Mowing services as described in the scope of services	2 Week Cycle	\$41,875.20
Fleming Ave	Mowing services as described in the scope of services	2 Week Cycle	\$25,875.12
Henry St	Mowing services as described in the scope of services	2 Week Cycle	\$17,875.20
Comfort Rd	Mowing services as described in the scope of services	2 Week Cycle	\$17,875.20
Bus Stop	Mowing services as described in the scope of services	2 Week Cycle	\$7,875.12
Records & Retention	Mowing services as described in the scope of services	2 Week Cycle	\$7,875.12
Super 8	Mowing services as described in the scope of services	2 Week Cycle	\$7,875.12
Bay Street	Mowing services as described in the scope of services	2 Week Cycle	\$7,875.12
			\$135,001.20
PART TWO			
Broad Street (not including area between 13th-15th St)	Mowing services as described in the scope of services	2 Week Cycle	\$6,438.67
Greene Street (not including area between 13th-15th St)	Mowing services as described in the scope of services	2 Week Cycle	\$21,330.66
Morningside	Mowing services as described in the scope of services	2 Week Cycle	\$9,501.02
Hunting & Overton	Mowing services as described in the scope of services	2 Week Cycle	\$12,253.02
Redwood	Mowing services as described in the scope of services	2 Week Cycle	\$14,509.87
Comanche Road Triangle	Mowing services as described in the scope of services	2 Week Cycle	\$9,712.72
Skinner & Boy Scout	Mowing services as described in the scope of services	2 Week Cycle	\$3,261.49
R.C. Daniel Pkwy & Skinner Mill Rd	Mowing services as described in the scope of services	2 Week Cycle	\$13,451.41
Walton Way Extension & Skinner Mill Rd	Mowing services as described in the scope of services	2 Week Cycle	\$9,585.70
Walton Way Extension & Jackson Rd	Mowing services as described in the scope of services	2 Week Cycle	\$9,501.02
Camillia & Walton Way	Mowing services as described in the scope of services	2 Week Cycle	\$12,497.00
Sibley & Bayvale	Mowing services as described in the scope of services	2 Week Cycle	\$6,469.16
Gordon Hwy & North Leg Road	Mowing services as described in the scope of services	2 Week Cycle	\$6,469.16
Peach Orchard & 520	Mowing services as described in the scope of services	2 Week Cycle	\$6,469.16
Windsor Spring & 520	Mowing services as described in the scope of services	2 Week Cycle	\$10,559.48
Meadow Brook & Windsor Spring	Mowing services as described in the scope of services	2 Week Cycle	\$9,501.02
Richmond Hill Road	Mowing services as described in the scope of services	2 Week Cycle	\$4,531.64
Shamrock	Mowing services as described in the scope of services	2 Week Cycle	\$6,013.49
Cascade	Mowing services as described in the scope of services	2 Week Cycle	\$12,253.02
7th & Twiggs	Mowing services as described in the scope of services	2 Week Cycle	\$2,873.99
11th & Fenwick	Mowing services as described in the scope of services	2 Week Cycle	\$3,720.76
River Watch Parkway & Jones St	Mowing services as described in the scope of services	2 Week Cycle	\$6,928.43
Hawks Gulley	Mowing services as described in the scope of services	2 Week Cycle	\$4,883.27

Butts Bridge	Mowing services as described in the scope of services	2 Week Cycle	\$4,883.27
Cook & Kennedy	Mowing services as described in the scope of services	2 Week Cycle	\$6,013.49
Grand Blvd	Mowing services as described in the scope of services	2 Week Cycle	\$9,712.72
Marion Homes Middle	Mowing services as described in the scope of services	2 Week Cycle	\$3,588.55
			\$226,913.19

Total Yearly Cost =	\$361,914.39
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EXHIBIT A

Contracted Services through Engineering Department

22-301

GROUP 4

			Submitted	Offered	
Location	Task Description	Frequency	Pond of Augusta	Augusta Engineering	Notes
PART ONE					
Broad Street (not including area between 13th-15th St)	Mowing services as described in the scope of services	2 Week Cycle	\$48,000.00	\$6,438.67	
Greene Street (not including area between 13th-15th St)	Mowing services as described in the scope of services	2 Week Cycle	\$42,000.00	\$21,330.66	
Broad Near 7th (Plaza)	Mulching Raised Bed				REMOVED
Broad Street	Weed Management Parking Bays				REMOVED
Broad Street (beds, turf, raised planters, end caps)	Irrigation				REMOVED
Broad Street (between 6th-10th)	Flower beds, troughs, and gateway signs (planting, weeding, fertilizing, deadheading, etc)				REMOVED
Broad Street (not including area between 13th-15th St)	Landscape Maintenance (planting, weeding, fertilizing, deadheading, etc.)				REMOVED
Greene and Broad Street	Weed Management in Turf				REMOVED
Greene Street (beds, turf, raised planters, end caps)	Irrigation				REMOVED
Greene Street (not including area between 13th-15th St)	Landscape Maintenance (planting, weeding, fertilizing, deadheading, etc.)				REMOVED
James Brown Plaza	Mowing all turf areas				REMOVED
James Brown Plaza	Irrigation				REMOVED
James Brown Plaza	Fertilization, aeration, topdressing of turf				REMOVED
James Brown Plaza	Weed Management in Turf				REMOVED
James Brown Plaza and surrounding areas	Empty Trash Cans				REMOVED
Parking Lot at 13th	Landscape Beds and Mow				REMOVED
Walkways and sitting area Broad/7th	Blow out leaves and debris				REMOVED
				\$27,769.33	Subtotal
PART TWO					
			Pond of Augusta	Augusta Engineering	
Central	Mowing services as described in the scope of services	2 Week Cycle	\$48,000.00	\$41,875.20	
Fleming Ave	Mowing services as described in the scope of services	2 Week Cycle	\$32,000.00	\$25,875.12	
Henry St	Mowing services as described in the scope of services	2 Week Cycle	\$24,000.00	\$17,875.20	
Comfort Rd	Mowing services as described in the scope of services	2 Week Cycle	\$24,000.00	\$17,875.20	
Bus Stop	Mowing services as described in the scope of services	2 Week Cycle	\$14,000.00	\$7,875.12	
Records & Retention	Mowing services as described in the scope of services	2 Week Cycle	\$14,000.00	\$7,875.12	
Super 8	Mowing services as described in the scope of services	2 Week Cycle	\$14,000.00	\$7,875.12	
Bay Street	Mowing services as described in the scope of services	2 Week Cycle	\$14,000.00	\$7,875.12	
				\$135,001.20	Subtotal
PART THREE					
			Pond of Augusta	Augusta Engineering	
Morningside	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$9,501.02	
Hunting & Overton	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$12,253.02	
Redwood	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$14,509.87	
Comanche Road Triangle	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$9,712.72	
Skinner & Boy Scout	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$3,261.49	
R.C. Daniel Pkwy & Skinner Mill Rd	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$13,451.41	
Walton Way Extension & Skinner Mill Rd	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$9,585.70	

EXHIBIT A

Item 31.

Walton Way Extension & Jackson Rd	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$9,501.02
Camillia & Walton Way	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$12,497.00
Sibley & Bayvale	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$6,469.16
Gordon Hwy & North Leg Road	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$6,469.16
Peach Orchard & 520	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$6,469.16
Windsor Spring & 520	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$10,559.48
Meadow Brook & Windsor Spring	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$9,501.02
Richmond Hill Road	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$4,531.64
Shamrock	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$6,013.49
Cascade	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$12,253.02
7th & Twiggs	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$2,873.99
11th & Fenwick	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$3,720.76
River Watch Parkway & Jones St	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$6,928.43
Hawks Gulley	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$4,883.27
Butts Bridge	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$4,883.27
Cook & Kennedy	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$6,013.49
Grand Blvd	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$9,712.72
Marion Homes Middle	Mowing services as described in the scope of services	2 Week Cycle	\$12,000.00	\$3,588.55
			\$199,143.86	Subtotal
Total Yearly Cost =			\$361,914.39	

**RISE AND SHINE LAWN CARE AND
LANDSCAPING, LLC**
1159 WALTONS TRAIL
HEPHZIBAH, GA 30815

JACOBS LAND MANAGEMENT
733 SCOTT NIXON MEMORIAL DRIVE
AUGUSTA, GA 30907

HOME DETOX
2002 LANIER DR.
AUGUSTA, GA 30904

**M & C LAWN CARE
& MAINTENANCE SERVICES, LLC**
3958 WRIGHTSBORO RD., SUITE C
AUGUSTA, GA. 30909

EDGE LANDSCAPE MANAGEMENT
2010 KEW COURT
GROVETOWN GA 30813

T. GARRETT ENTERPRISE
2326 WALDEN DR.
SUITE B
AUGUSTA, GA 30909

GREEN KEEPER LANDSCAPING
342 BOY SCOUT ROAD
AUGUSTA, GA 30909

AUGUSTA LAWN & TURF
3618 PHILLIPS DRIVE
MARTINEZ, GA 30907

AUGUSTA QUALITY LLC
3904 WRIGHTSBORO RD. STE. C
AUGUSTA, GA 30909

ATTN: IVORY WHITFIELD
LIVING WATER
3019 TOBACCO RD
HEPHZIBAH, GA 30815

SCOTTS LAWN SERVICE
2013 FRANKE CT,
AUGUSTA, GA 30909

BULLDOGS CUTS
ATTN: KEITH HARRISON
907 PARK AVE.
AUGUSTA, GA 30901

CLEAN CUT LANDSCAPING
2712 DAVIS MILL RD.
HEPHZIBAH, GA 30815

ATTN: TONY ROBINSON
CSRA LANDSCAPING
2321-H PEACH ORCHARD ROAD
AUGUSTA, GA 30906

PLM OF AUGUSTA CORP.
DBA/PIEDMONT LANDSCAPE MGMT.
1048 FRANKE INDUSTRIAL DRIVE
AUGUSTA, GA. 30909

PEACH STATE LAWN CARE
2307 OVERLOOK RD
AUGUSTA, GA 30901

TYLER LAWN CARE
1159 WALTON'S TRAIL
HEPHZIBAH, GA 30815

YELLOWSTONE LANDSCAPE COMPANY
702 MCKNIGHT INDUSTRIAL BLVD.
MARTINEZ, GA. 30907

BARRETT WALKER LANDSCAPING
1830 BEAVER CREEK LANE
HEPHZIBAH, GA 30815

GEORGIA GREEN LAWN CARE
2204 RICHARDS RD.
AUGUSTA, GA 30906

STEVE'S LAWN SERVICE
14287 TWIGGS STREET
AUGUSTA, GA 30901

LUMBER JACK LAWN
ATTN: COREY HUFF
3315 LIMBER TWIG LANE
AUGUSTA, GA 30906

LARRY MCCORD DESIGN BUILD
2016 HIGHLAND AVE.
AUGUSTA, GA 30904

POND MAINTENANCE OF AUGUSTA
3707 COLBERT STREET
AUGUSTA, GEORGIA 30906

PIEDMONT LANDSCAPE
2013 FRANKE CT.
AUGUSTA, GA 30909

ROBERT FORMANS LAWN CARE
LANDSCAPING
2815 LUMPKIN RD.
AUGUSTA, GA 30906

JENKINS & JONES ENTERPRISE
3002 HOLLINS DRIVE
HEPHZIBAH, GA 30815

RFP ITEM 22-301
AUGUSTA'S GROUNDS AND
LANDSCAPED IMPROVEMENTS
MAINTENANCE FOR ENGINEERING
DEPARTMENT
RFP DUE: MON NOV 28, 2022 @ 3:00 P.M.

RFP ITEM 22-301
AUGUSTA'S GROUNDS AND
LANDSCAPED IMPROVEMENTS
MAINTENANCE FOR ENGINEERING
DEPARTMENT
RFP MAILED: 10/20/22

BELLS LAWN MAINTENANCE
3202 WARWICK PLACE
HEPHZIBAH, GA 30815

S&S LAWNCARE
5009 DEER TRAIL DR.
HEPHZIBAH, GA 30815

ANYTHING OUTDOORS
885 SEQUOIA DRIVE
LEXINGTON, SC 29073

TYLER LAWN CARE
1159 WALTON'S TRAIL
HEPHZIBAH, GA 30815

RON LAMPKIN
CENTRAL SERVICES

MARIA RIVERA-RIVERA
CENTRAL SERVICES

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

RFP ITEM 22-301
AUGUSTA'S GROUNDS AND
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MAINTENANCE FOR ENGINEERING
DEPARTMENT
RFP MAILED: 10/20/22

2 OF 2

Planholders

Add Supplier

Export To Excel

Supplier (11)

Supplier	Download Date
Anything Outdoors	10/21/2022
Atlas Technical Consultants LLC	10/25/2022
David Dunagan	10/21/2022
Dodge Data	10/22/2022
H & H Concrete Finishing	10/24/2022
JC Lawn Care	10/21/2022
JNR Equipment	11/01/2022
Jordan Solutions, LLC	10/24/2022
Transcendent Consulting Group	11/17/2022
you've just been served lawn care	10/23/2022
Your Neighborhood Builder, LLC	10/24/2022

Add Supplier

Supplier Details

Supplier Name	Anything Outdoors
Contact Name	Kajmon Odom
Address	885 Sequoia Drive , Lexington, SC 29073
Email	anythingoutdoorsofficial@gmail.com
Phone Number	864-602-1834

Documents

Filename	Type	Action
22-301_RFP	Bid Document / Specifications	View History

2022-10-21	atkinson, alan		
santiagomartin 2022-10-21	ms3staffy@gmail.com santiago, martin	Y	HIA
southern landscapes 2022-10-21	denham2000@charter.net denham, kevin	N	NOM
spanglergilbert 2022-10-21	gilbert.spangler74@gmail.com spangler, gilbert	N	NOM
tifton turf farms 2022-10-21	paul@tiftonturf.com massey, paul	N	NOM
tranish llc 2022-10-21	tranishllc@ymail.com preyer, tracy	N	NOM
tvdesign 2022-10-21	chaislip@tvdesign.com Haislip, Corrie	N	NOM
united contract management 2022-10-21	info@icontracting.net Bunn, David	Y	AFA
universal landscaping llc 2022-10-21	ulandscapes@yahoo.com spires, chalandria	N	NOM
whiddon landscaping, llc 2022-10-21	whiddonlandscaping@yahoo.com mccranie, kevin	N	NOM
woodman tree&land services 2022-10-21	woodmantree@live.com wood, anthony	N	NOM
woods total lawn care, llc 2022-10-21	Tyrisiawoods@gmail.com Woods, Tyrisia	N	NOM
woods total lawn care, llc 2022-10-21	Woodstlc@yahoo.com Woods Jr, Ronald		

ETHNIC GROUP	COUNT
African American	286
Asian American	15
Native American	9
Hispanic/Latino	26
Pacific Island/American	0
Non Minority	998
Not Classified	0
Total Number of Vendors	1334
Total Number of Contacts	1920

[PR_bid_email_list](#)

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Commission Meeting

August 15, 2023

Upkeep/maintenance on city owned lots and right-of-ways

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve scheduling a work session to be coordinated by the Administrator's Office to discuss grounds maintenance and to include every department that participates in any type of right-of-way, grounds, vacant lot and tree maintenance along with the Warden and a representative from 311; and hold work session in the next 30 days; regarding the needs in the way of budgeting and schedule implementation for upkeep/maintenance on a rotation schedule versus a reactive schedule. (Approved by Engineering Services Committee August 8, 2023)
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



Commission Meeting

August 15, 2023

Renovatio Solution, LLC Consistency Letter Request

Renewable Energy Project

1680 Dixon Airline Road, Augusta, Georgia

File Reference: 23-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to table this item until a future date and have a town meeting at a date and time to be determined with the company and any interested citizens to discuss Renovatio Solution, LLC (RLS) " Consistency Letter " request for Construction & Operation of Renewable Energy (Biofuel) Facility at 1680 Dixon Airline Road, Augusta, Georgia. Also, authorize Augusta Engineering & Environmental Services Director providing requested "Consistency Letter" (draft Letter attached) to RLS. Requested by Engineering. (Approved by Engineering Services Committee August 8, 2023)
Background:	No solid waste handling facility or expansion to an existing facility can be sited in Augusta, Georgia legal boundaries without a determination that the proposed facility or expansion is consistent with the Augusta, Georgia (City) current Solid Waste Management Plan (PLAN). The procedure that the City follows to demonstrate whether to issue a Consistency letter is described under PLAN Section 6.1 (Local Procedures for Demonstrating Facility Consistency with Solid Waste Management Plan). The site meets City zoning requirements for this specific use. Site land use rezoning and special exception use was approved in May 2022.
Analysis:	Review of information submitted by Renovatio Solution, LLC (RSL) on June 12, 2023 (Copy attached) suggests the proposed Waste to Energy (Biofuel) production operation has the potential of improving the Augusta area environment. In addition, submitted information indicates initial diversion of limited quantity of waste from Augusta Deans Bridge Road landfill (Augusta Facility), however, information also indicates certain waste volume will be generated as byproduct waste that will be disposed of at the Augusta Facility. In summary, submitted information indicates a proposed operation minimum impact on the Augusta Facility. Hence, Augusta Engineering & Environmental Services Department is not objecting to Augusta issuing requested consistency letter.
Financial Impact:	N/A

Alternatives: Do not approve

Recommendation: Discuss and consider approving Renovatio Solution. LLC (RLS) “Consistency Letter” request for Construction & Operation of Renewable Energy (Biofuel) Facility at 1680 Dixon Airline Road, Augusta, Georgia. Also, authorize Augusta Engineering & Environmental Services Director providing requested “Consistency Letter” (draft Letter attached) to RLS. Requested by Engineering.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: HM/SR

HB
HULL BARRETT
ATTORNEYS

BENJAMIN F. McELREATH

-MEMBER OF THE STATE BAR OF GEORGIA

bmcelreath@hullbarrett.com

June 12, 2023

VIA HAND DELIVERY

Hameed Malik, Ph.D., P.E.
Director of Engineering, City of Augusta
452 Walker Street,
Augusta, Georgia 30901

RE: Renovatio Solutions, LLC

Dear Dr. Malik:

I am hereby submitting on behalf of Renovatio Solutions, LLC it response to questions regarding solid waste handling facilities in Augusta-Richmond County, Georgia under Chapter 6 Land Limitation Element. As you are aware , Renovatio Solutions, LLC planning to develop a renewable fuel project at 1680 Dixon Airline Road Augusta, Georgia.

Please let me know if additional information is needed .

Sincerely,



Benjamin F. McElreath

cc Mr. Wesley McLeod

WWW.HULLBARRETT.COM

INTRODUCTION:

Renovatio Solutions LLC (RSL) is a privately formed Georgia firm that is seeking to advance the USA renewable energy targets by utilizing its property at 1680 Dixon Airline Road, Augusta-Richmond County, Georgia, to develop a renewable fuel project whereby organic waste streams from MSW and biomass waste will be processed to produce renewable natural gas (RNG) or compressed natural gas (CNG) and other co-products.

It should be noted that the Georgia legislature passed Bill 274 in 2011, amending the Georgia Code (Part 1, Article 2 of Chapter 8 of Title 12) that banned yard trimmings from MSW landfills and allowing the disposal of trimmings at lined MSW landfills with operating landfill gas collection systems. The bill states that it was designed to encourage beneficial reuse and promote bioenergy and renewable energy goals.¹ The City of Augusta and Richmond County promote technologies that will reduce or eliminate the need to place these materials in landfills.

How the proposed facility or facility expansion will meet the specific goals and/or needs identified in the current Solid Waste Management Plan, including a description of:

The impact upon the collection capability within the planning area.

There will be no significant impact upon the collection capability within the planning area. At the time of RSL's application to the Augusta Planning and Development Department for rezoning and Special Exception Use at the property, (approved in May 2022), the proposed residential MSW collector was not depositing its collected trash at the Augusta Landfill facility.

The impact upon disposal capacity identified in the planning area.

The operation of the proposed biorefinery by RSL will have minimal impact in the planning area. The residential MSW entity that will supply RSL's biorefinery with waste is reported to be disposing approximately 2,080 TPY of waste to Augusta Landfill.

The diversion of that amount of waste to RSL's biorefinery will be negligible for the landfill as the biorefinery is expected to deliver approximately 4,896 TPY of preprocessed non-organic & non – recyclable waste each year to Augusta Landfill.

This slight increase in deposit to the landfill will represent additional revenue for the City of Augusta.

The impact to the waste reduction and recycling efforts within Augusta, specifically how the proposed facility or facility expansion will contribute toward waste reduction in the planning area.

The proposed residential waste collector currently delivers a small portion of its total waste to Augusta Landfill.

¹ <https://www.google.com/search?client=firefox-b-1-d&q=augusta+solid+waste+management+plan+2022> – p. 29

By implementing its biorefinery in Augusta-Richmond County, RSL facility will serve to satisfy some sections of Augusta Solid Waste Management Plan (SWMP) goal # 2 – Waste Reduction.

How the proposed facility or facility expansion and its operation will impact the community. Specifically, it will address:

The impact to vehicle traffic and public safety around the proposed facility and throughout the planning area;

RSL petition referenced Z-22-25 was approved and an Ordinance referenced 7825. Ordinance 7825, Section II (2) states that “the developer shall provide a completed Traffic Assessment Form to the Traffic Engineer of the Augusta Engineering Department to assess traffic impact study for the development depending on the information provided in the Traffic Assessment Form.”

The completed Traffic Impact Worksheet study was prepared by Infrastructure Systems Management, LLC and submitted by RSL to the Augusta Engineering Department in September 2022.

The impact on natural or cultural resources within the planning area.

A Phase I ESA was performed at the project site and the findings confirmed that there are no contaminants, no historical artifacts nor any endangered species on the property.

The impact to the financial viability of the existing solid waste management system within the planning area, both public and private;

The financial viability of Augusta Landfill and other similar facilities in the planning area will not be negatively impacted. In fact, the Augusta Landfill would gain financially due to a slight net increase in waste deposit to that facility.

Other existing facilities will not be affected as RSL’s residential MSW collector does not make delivery to those locations.

The impact to individual and business solid waste management rates.

There will be no impact to individual and business solid waste management rates as RSL proposed biorefinery tipping fees will be comparable those of the City of Augusta.

The impact on the current solid waste management infrastructure within the planning area, both public and private.

The impact will be negligible on the current solid waste management infrastructure within the planning area because the proposed biorefinery will be sited close to an area already approved

Thus, building the proposed \$37MM new facility will have a positive impact on the City’s tax revenue inflow from a new tax payer.

Evidence that the proposed facility or facility expansion is sited in a location deemed suitable according to the criteria listed in this plan.

The proposed facility will be sited in an area that is deemed suitable according to the criteria listed in Augusta Solid Waste Management Plan (SWMP).

In fact, RSL proposed project site is located close to an approved construction & demolition (C & D) landfill – Dixon Airline Recycling LLC which is reported in Section 5.2 of Augusta SWMP – page 53) to be included in the current planning area for such activities.

Further, a topographic survey was commissioned by RSL for the property located at 1680 Dixon Airline Road, Augusta-Richmond County, GA 30906. The findings confirmed that the proposed project location is not located within the 100 year flood plain.

Evidence that the proposed facility or facility expansion is sited in an area deemed suitable location consistent with local zoning ordinances.

This project is being proposed for development at a property that was rezoned from Agricultural (A) to Heavy Industrial (HI) by the Augusta Planning and Development Department in May 2022. In addition, the property was approved for Special Exception Use to develop a biorefinery at 1680 Dixon Airline Road, Augusta-Richmond County, Georgia 30906.

An Ordinance, referenced 7825, signed May 17, 2022, confirms the amendment to the Comprehensive Zoning Ordinance adopted by Augusta, Georgia Commission (effective September 16, 1997) regarding the changing of the Comprehensive Zoning Map from Zone A (Agricultural) to HI (Heavy Industrial) for property located at 1680 Dixon Airline Road, GA 30906.

Evidence that the proper public notification was given, including notification of all adjacent property owners.

The Augusta Planning and Development Department published in the Augusta Chronicle April 14, 2022 edition as well as erected signage at 1680 Dixon Airline Road, GA 30906 to notify and invite feedback from the public regarding the rezoning of this property from Zone A to HI.

There was no negative feedback from the public regarding this proposed development.

Submitted this 12th day of June, 2023

By: 
Benjamin F. McElreath,
Co-Managing Member
Renovatio Solutions, LLC

Chapter 6 LAND LIMITATION ELEMENT

Georgia requires that municipalities “identify those sites which are not suitable for solid waste handling facilities based on environmental and land use factors” in their SWMP. Not all geographic locations are suitable or desirable for a waste management infrastructure, which may include disposal, composting, recycling, and material recovery facilities.

SWMPs play a key role in planning and managing the potential locations of waste management facilities. The Association of County Commissioners of Georgia has stated:

Outside of zoning and land-use (ordinances), a SWMP is the only planning document that has specific legal authorization to govern the siting and operation of a solid waste handling facility within a community. The state may not issue any permits, grants, or loans for any MSW disposal facility or any solid waste handling equipment or recycling equipment that is not consistent with a local SWMP. Counties wishing to manage solid waste facilities that are not permitted by the EPD may want to use their plan and local licensing or ordinances to enforce these provisions of their SWMPs.

The Georgia DNR has multiple rules which address siting limitations and criteria for siting, design, and operating requirements for solid waste handling facilities. In addition, DNR Rule 391-3-4-.05(1)(a) requires that the siting of solid waste handling facilities “must conform to all local zoning/land use ordinances.”

6.1 LOCAL PROCEDURES FOR DEMONSTRATING FACILITY CONSISTENCY WITH SOLID WASTE MANAGEMENT PLAN

No solid waste handling facility or expansion to an existing facility can be sited in Augusta without a determination that the proposed facility or expansion is consistent with the current SWMP. The procedure that Augusta and each of the local governments follow to determine whether to issue such a letter is described below.

1. At least 90 days prior to filing for a solid waste handling permit, or notifying EPD in the case of a solid waste handling facility that is permitted by rule, the owner/operator will submit to the County a written statement documenting the following:
 - How the proposed facility or facility expansion will meet the specific goals and/or needs identified in the current Solid Waste Management Plan, including a description of:
 - The impact upon the collection capability within the planning area.
 - The impact upon disposal capacity identified in the planning area.
 - The impact to the waste reduction and recycling efforts within Augusta, specifically how the proposed facility or facility expansion will contribute toward waste reduction in the planning area.



Chapter 6 Land Limitation Element

- How the proposed facility or facility expansion and its operation will impact the community. Specifically, it will address:
 - The impact to vehicle traffic and public safety around the proposed facility and throughout the planning area;
 - The impact on natural or cultural resources within the planning area.
 - The impact to the financial viability of the existing solid waste management system within the planning area, both public and private;
 - The impact to individual and business solid waste management rates.
 - The impact on the current solid waste management infrastructure within the planning area, both public and private.
 - Evidence that the proposed facility or facility expansion is sited in a location deemed suitable according to the criteria listed in this plan.
 - Evidence that the proposed facility or facility expansion is sited in an area deemed suitable location consistent with local zoning ordinances.
 - Evidence that the proper public notification was given, including notification of all adjacent property owners.
2. Within 45 days after the written statement from the owner/operator is received, Augusta Engineering Committee will make a recommendation as to whether the proposed facility or facility expansion is consistent with the SWMP. This recommendation will be documented in a letter to the governing body of the jurisdiction in which the proposed facility or facility expansion is sited. To make a determination, the Engineering Committee will conduct a process that at a minimum includes the following:
- Determine if the operation of the proposed facility or facility expansion would be consistent with regulations established by the County for privately operated waste handling and disposal facilities as provided for in County Ordinance
 - Determine the need for the proposed facility or facility expansion, based on projected remaining useful life of existing disposal facilities, will be the initial screen for any finding of consistency with this solid waste management plan. Need will be defined as less than 10 years of disposal capacity remaining, at the time that the request is submitted, in existing disposal facilities recognized in this solid waste management plan. Remaining disposal capacity will be calculated based on an engineering calculation of remaining capacity divided by the annual rate of disposal of in-County and contracted out-of-county waste at the time that the request is submitted given waste reduction programs and performance in place at that time;
 - Determine if the proposed facility or facility expansion is sited in an area deemed unsuitable according to development criteria;
 - Determine if the proposed facility or facility expansion is sited in a location that is consistent with all local zoning ordinances;



- Determine if the proposed facility or facility expansion may negatively impact other natural or cultural resources of the County;
 - Determine if the proposed facility or facility expansion would negatively impact the County's ability to contribute to the state-wide solid waste reduction;
 - Determine if proposed facility or facility expansion may negatively impact the financial viability of the County's solid waste management system
 - Hold at least one public hearing on the proposed facility to gather input regarding the consistency of the facility with the SWMP. This public hearing will be advertised according to local requirements regarding public notification of public hearings;
 - Determine if the proposed facility or facility expansion is properly insured so that closure and post-closure care is assured;
 - Determine if the proposed facility or facility expansion has a mitigation plan above and beyond financial assurance already required;
 - Evaluate the past performance of other waste handling facilities owned or operated by the applicant as a determining factor the feasibility of the new facility or facility expansion. The Committee may recommend withholding approval based on owner or operators past performance;
 - Determine if the proposed facility or facility expansion is in the best interest of public health and safety;
3. The governing body of the jurisdiction in which the proposed facility or facility expansion is sited shall review the written documentation of consistency from the owner/operator, the recommendation of the Engineering Committee, and comments received at the public hearing to determine whether the proposed facility or facility expansion is consistent with the SWMP. Within 30 days of making their determination, the governing body shall notify the facility owner/operator whether the proposed facility or facility expansion is consistent with the Plan. If the governing body of the jurisdiction determines that the proposed facility or facility expansion is consistent with the SWMP, the governing body will issue a letter of consistency.
 4. If the governing body of the jurisdiction determines that proposed facility or facility expansion is not consistent with the SWMP, the owner/operator may address the inconsistencies and resubmit their request for another review. This review will follow the process described above in Items 1 through 3.

6.2 INVENTORY AND NATURAL ENVIRONMENTAL LIMITATIONS

6.2.1 INVENTORY LAND AREAS

Augusta occupies a land area of 207,386 acres, or 324.04 square miles (sq. mi), with an additional 2,823 acres (4.41 sq. mi.) of water area. Augusta straddles the Fall Line, a geological boundary following the Appalachian mountain range from Alabama to New York. In Georgia and South Carolina, the Fall Line



HULL BARRETT

A T T O R N E Y S

AUGUSTA AIKEN EVANS

BENJAMIN F. MCELREATH

- MEMBER OF THE STATE BAR OF GEORGIA

bmcelreath@hullbarrett.com

April 20, 2023

VIA EMAIL hmalik@augustaga.gov

Dr. Hameed Malik
Director of Solid Waste Management Augusta-Richmond County, Georgia
425 Walker Street
Augusta, Georgia 30901

Dear Dr. Malik:

It was a pleasure to meet you a few weeks ago. As you and I discussed, I am involved with Renovatio Solutions LLC (RSL) that I set up with my business partner, Wesley McLeod. We are working to develop a biorefinery at our property located at 1680 Dixon Airline Road, Augusta, Georgia 30906. This property, coincidentally, is located adjacent to an existing inert landfill.

RSL property has been rezoned from Agricultural to Heavy Industrial (HI) as well as for Special Exception Use, per Ordinance referenced #7825, which was issued to our company, Renovatio Solutions LLC.

Our proposed biorefinery facility will utilize an anaerobic digestion technology to convert organic material from MSW and woody biomass to produce renewable natural gas (RNG) and digestate/soil amendment.

01842485-1

HULL BARRETT, P.C., 801 BROAD STREET, FLOOR 7, AUGUSTA, GEORGIA 30901-1231

TELEPHONE 706.722.4481 OR DIRECT 706.828.2042

WWW.HULLBARRETT.COM

We were informed by the Georgia Environmental Protection Division - Recovered Material Unit, that as a part of the support for an application for a Solid Waste Handling permit, RSL would need to first obtain a Consistency Letter from the City of Augusta or Solid Waste Management Division that oversees the Augusta-Richmond County area. This letter (Consistency Letter) should confirm that the proposed project is consistent with authorized use of the property.

RSL has received its zoning letter from the Augusta Planning Department. However, the finalization of RSL's application for a Solid Waste Handling permit is only awaiting a letter from your department confirming that our facility would fall within the Solid Waste Management Plan previously approved by Augusta, Georgia.

Therefore, could you please provide RSL with a Consistency Letter for attachment to finalize its permit application? Also, please let us know if whether there is a cost for the preparation of this letter.

Thank you in advance for your feedback.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. McElreath', with a long horizontal flourish extending to the right.

Benjamin McElreath

cc Wesley McLeod

Renovatio Solutions, LLC
c/o Benjamin F. McElreath
3540 Wheeler Road, Suite 309
Augusta, GA 30909

RE: RENOVATIO SOLUTIONS, LLC

-

Dear Mr. McElreath;

April 20, 2023, Renovatio Solutions, LLC requested a Consistency Letter (that is, a Letter of Conformity) with Augusta Solid Waste Management Plan (update 2019-2028). Local procedures for demonstrating facility consistency with Augusta Solid Waste Plan (PLAN) are described under section 6.1 of the PLAN. The PLAN section 6.1 required information was submitted on June 12, 2023.

Based on the information provided in your letter of inquiry and June 12, 2023 submittal, we have determined that the request is within the guidelines of our Solid Waste Management Plan.

Please feel free to contact us at (706) 796-5069 should you need any additional information and/or clarification.

Sincerely,

.....
Hameed Malik, PE., Ph.D,
Augusta Engineering & Environmental Services Director
Augusta, Georgia



Commission Meeting

August 15, 2023

AO DDA 600 Broad Lease

Department:	Administrator's Office
Presenter:	Charles Jackson
Caption:	Motion to approve the lease between Augusta, Georgia and the Downtown Development Authority of Augusta-Richmond County for property located at 600 Broad Street. (Approved by Administrative Services Committee August 8, 2023)
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

STATE OF GEORGIA)
)
RICHMOND COUNTY)

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 2023, by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as “Lessor” and DOWNTOWN DEVELOPMENT AUTHORITY OF AUGUSTA-RICHMOND COUNTY (“DDA”), hereinafter referred to as “Lessee”;

WITNESSETH:

1. Premises: The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter set forth, to be paid, kept and performed by the Lessee, does hereby lease unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following property located at 600 Broad Street, Augusta, Georgia, to wit: approximately 13,168 square feet of office space, Parcel No. 0471304000.
2. Term: The term of this lease shall begin on the _____ day of _____, 2023, and shall end on December, 31 2023 and annually renew automatically until December 31, 2033, at midnight, unless sooner terminated by either Lessor or Lessee as herein provided. At the expiration of the initial term, Lessee shall have the option to renew for another ten year term.
3. Rental: Lessee shall pay to Lessor during the term of this lease a yearly rental payment in the amount of \$1.00 payable in advance on the first day of the lease term.
4. Use of Premises: The Premises shall be used for a Downtown Augusta Microenterprise Center funded and in compliance with the Small Business Administration ("SBA") guidelines. It shall not be used for any other purpose without the advance written consent of Lessor. The Premises shall not be used for any illegal purpose, in any manner that creates

a nuisance or trespass, or in any manner so as to invalidate the insurance or increase the rate of insurance on the Premises.

5. Ownership: The premises shall remain the property of the Lessor throughout the term of the lease.

6. Destruction of or Damage to Premises: If the Premises are totally destroyed by storm, fire, flood, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction.

7. Assignment and Subletting: Lessee may not sublease their rights or obligations under this lease. Lessee may, however, at its discretion permit Augusta Technical College or other academic collaborators to manage the day-to-day operations of the Downtown Augusta Microenterprise Center.

8. Signs: Any and all signs placed on the Premises by Lessee with the consent of the Lessor shall be maintained in compliance with rules and regulations governing such signs and the Lessee shall be responsible to Lessor for any damage caused by installation, use, or maintenance of said signs, and Lessee agrees upon removal of said signs to repair all damages incident to such removal. SBA signage and logos shall be permitted and displayed as required by the SBA.

9. Repairs, Alterations and Additions: Any and all repairs, alterations and additions made to the Premises hereby leased by the Lessee, shall be and remain a part of said Premises hereby leased by the Lessee, and shall be surrendered to the Lessor by the Lessee at the expiration of the term of this Lease. Any alterations or additions to the Premises and any repairs, which may affect the physical appearance of the Premises, shall not be made without the advance written approval of the Lessor with such approval being timely and reasonable. Any and all repairs, alterations and additions to the Premises shall be performed in a good and workmanlike manner using appropriate historic or new materials and equipment and in compliance with all safety codes and regulations. In the event that any repairs, additions,

alterations or improvements are made by the Lessee after obtaining the written consent of the Lessor through a contractor, the Lessee agrees that it will closely supervise such work and see that all laborers and materialmen are promptly paid so that no lien will accrue or be filed against the Premises; and in the event that the Lessee hires laborers and/or purchases material itself for the improvement of the Premises, it will promptly pay all charges for such labor and materials when the same become due so that no liens will accrue or be filed against the Premises and no claim can be asserted against Lessor for such payment. Lessor shall have the right to call upon the Lessee for a statement or other information concerning the payment of any contractor, laborer and/or materialman who may have furnished labor or materials for the improvement on the Premises and Lessee covenants and agrees that it will immediately give full information in regard to all such to the Lessor upon demand. Lessee, however, shall have the right to remove Lessee's personal property in the nature of trade and/or business fixtures from the Premises at the expiration of this Lease, but Lessee shall, at its own expense, repair any damage to the Premises which may result from the removal therefrom of any such personal property of Lessee. Nothing in this paragraph or in this Lease shall be constructed to authorize the Lessee to remove from the Premises any heating or air conditioning equipment, any electric wiring, electric fixtures, switches, duct-work, pipes, plumbing fixtures, ceiling fans, or any similar materials or equipment which may have been installed by Lessee. Said materials shall become the property of Lessor upon the termination of this Lease, but shall also remain part and parcel of the premises upon the execution of the transfer of the property.

10. Utilities, Maintenance, and Insurance: Upon the execution of this lease, Lessee shall be responsible for any and all utilities, maintenance costs, and insurances through the remainder of the Lease. Lessee may delegate these costs to the operator of the Downtown Augusta Microenterprise Center, but the Lessee is ultimately responsible.

11. No Estate in Land: This contract shall create the relationship of Lessor and Lessee between the parties hereto and no estate shall pass out of Lessor during the term of the lease.

12. Termination: Upon failure of the Lessee to fulfill any of its obligations contained in this Lease, the Lessor shall send the Lessee written notice of such default. The Lessee shall have fourteen (14) days from receipt of such written notice to cure the default described in the notice. Should the Lessee fail to cure the default within the fourteen (14) day period, the Lessor shall have the option to terminate this Lease and, upon such termination, the Lessee shall immediately surrender possession of the Premises back to the Lessor.

13. Holding Over and Extension: At the expiration of this lease, Lessor shall offer Lessee a Ten Year extension, provided that the Downtown Augusta Microenterprise Center truly does serve the public interest in its temporary stewardship of this government owned property. If Lessee remains in possession of Premises after expiration of the term without Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the market rental rate calculated at the end of this Lease; and there shall be no renewal of this Lease by operation of law.

14. Exculpation and Indemnification: The Premises are being leased to Lessee "AS IS", and Lessee accepts said Premises in its present condition and acknowledges that it has inspected the same and found the Premises to be suitable for its intended use. If any repairs to the improvements located on the premises covered by this Lease are required during the term of this Lease, the cost of same shall be paid by Lessee. It is an express condition of this Lease Agreement that, except when caused solely by its negligence, Lessor, its officers, agents, and employees, shall be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its invitees, licensees, agents, or employees, or any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Premises or any part thereof or otherwise arising from Lessee operations under and indemnify and save harmless the Lessor, its officers, agents, and employees, against and from any and all such claims, demands, debts, liabilities, and causes of action (other than those caused solely by Lessor's negligence) including reasonable attorney's fees and costs to be incurred by Lessor in defending same.

Lessee specifically agrees that its operations shall be conducted in compliance with all federal, state and local environmental laws, rules and regulations and agrees to indemnify and hold harmless Lessor and including without limitation, members of the Augusta Georgia Commission harmless from and against all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from the foregoing (i) by reason or on account of damages to or destruction of the property of Lessor, or any property of , injury to or death of any person, resulting from or arising out of Lessee's use of the premises (except when such damages, destruction, injuries or death arise solely by reason of Lessor's negligence), or (ii) arising out of the failure of Lessee to keep, observe or perform any of the agreements or conditions of this Agreement. Lessee will refer to Lessor promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessor or its insurer, and either Lessee shall defend or compromise same following notice from Lessor, then Lessor shall have the right to compromise and defend the same to the extent of its interests, with all cost to be borne by Lessor.

15. Rights Cumulative: All rights, powers and privileges conferred hereunder upon Lessor shall be cumulative but not restrictive to those given by law.

16. Service of Notice: Any notice, demand, request, approval, consent, or other communication (hereinafter referred to as "notice"), which Lessor or Lessee may be required to permit to give to each other shall be in writing and shall be mailed in an official United States Post Office, certified or registered mail, return receipt requested, with adequate postage prepaid, to the other party at the address as each party as designated in this Lease or shall have changed by proper notice in writing to the other. Such addresses are as follows:

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

With Copy to: General Counsel

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

Administrator
Office of the Administrator
535 Telfair Street Suite 910
Augusta, GA 30901

Lessee:

Executive Director
DDA
1101 Greene Street
Augusta, GA 30901
mwoodard@augustadda.com
jack@tallpines.ltd

With Copy to:

James S. Murray
Turner Padget
209 7th Street, 3rd Floor
Augusta, GA 30901

If notice is not an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date when the receipt is signed, refused or returned unclaimed. If the notice is an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date postmarked by the United States Postal Service. In the event of a postal strike or other interference with the regular delivery of mail, notices may be served in person or by telegram in lieu of certified or registered mail, but shall be effective upon receipt.

17. Waivers of Rights: No failure of Lessor to exercise any power given it hereunder or to insist upon strict compliance by Lessee with any of its obligations hereunder and no custom or practice of the Lessor at variance with the terms hereof shall constitute a waiver of Lessor's right to demand strict compliance with terms hereof.

18. Time of Essence: Time is of the essence of this Agreement.

19. Inspection by Lessor: Lessor, its authorized officers, employees, agents or representatives shall have the right to enter upon the premises to make inspections during regular business hours when a representative of the Lessee is present, or at any time in case of emergency and/or

to determine whether Lessee has complied with and its complying with the terms and conditions of this agreement; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of the Lessee.

20. Taxes: Lessee shall pay all personal property taxes legally assessed against its equipment, furniture or other personal property located on the Premises.

21. Insurance: Lessee hereby agrees to maintain at all times, at Lessee's expense, the following insurance coverage:

- a. Comprehensive General Liability: Lessee shall procure and shall maintain during the life of the Lease, such Comprehensive General Liability and Broad Form Property Damage Insurance as shall protect Lessee and any subcontractor performing Work covered by this Lease from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Lease, whether such operations are by the Lessee or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

<u>General Aggregate</u>	<u>\$2,000,000.00</u>
<u>Products Comp/Ops Aggregate</u>	<u>\$2,000,000.00</u>
<u>Personal and Advertising Injury</u>	<u>\$1,000,000.00</u>
<u>Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>Fire Damage (Any one fire)</u>	<u>\$50,000.00</u>
<u>Medical Expenses (Any one person)</u>	<u>\$5,000.00</u>

- b. Certificates of Insurance: Certificates acceptable to the Lessor shall be attached to the signed Lease Documents when they are transmitted to the Lessor for execution. The Lessor shall be an additional named insured on all insurance certificates.

24. Open Records: The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act. (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for in section and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.

25. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Georgia

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

27. Entire Agreement: This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder and no custom or practice of the parties at variance with the terms hereof. This Agreement may only be amended by writing signed by both parties.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

AUGUSTA, GEORGIA

DOWNTOWN DEVELOPMENT
AUTHORITY OF AUGUSTA-
RICHMOND COUNTY

Lessor

Lessee

By: _____

By: _____

Garnett L. Johnson, Mayor

Margaret Woodard, Executive Director

Attest: _____

Sworn to and subscribed before me this ____

Lena J. Bonner, Clerk

day of _____, 2023.

Notary Public

AGREEMENT

PREAMBLE

The purpose of the Downtown Augusta Microenterprise Center shall be to collaborate and establish a Center (the "Center") within the community served by the Downtown Development Authority of Augusta-Richmond County ("the DDA"), Augusta Technical College ("Augusta Tech"), and other Stakeholders. The Center shall provide resources, guidance, and support to entrepreneurs, individuals, and groups interested in starting and developing their own businesses.

1. Governance and Decision-Making of the Augusta Microenterprise Center: The Center shall operate under the governance of a joint committee composed of representatives from the DDA (x4), Community Stakeholders (x4), and Augusta Technical College (x3). The committee shall make decisions regarding the strategic direction, programming, and policies of the Center through consensus-based decision-making.
2. Roles and Responsibilities:
 - a. Academic Collaborators i.e. Augusta Tech and others
 - i. Coordinate in design and build of a physical space with DDA to house the Center and allocate necessary resources for its operations.
 - ii. Offer entrepreneurship courses, workshops, and training programs to students and community members.
 - iii. Support the Center in establishing relevant curricula, academic and career pathways.
 - b. DDA:
 - i. Lead the coordination and management of the Center's activities, excluding programming, events, and mentorship opportunities.
 - ii. Seek funding and grants to support the operation and growth of the Center.
 - iii. Collaborate with the providers (i.e. Augusta Tech and Stakeholders) to develop and implement programming, events, entrepreneurship-related curricula, and mentorship opportunities.
 - iv. Holds lease on 600 Broad Street with the City of Augusta for the development of Phase I - Entrepreneur Microenterprise Center.
 - c. Stakeholders:
 - i. Provide support, guidance, and expertise in their respective areas of specialization to the Center's activities.
 - ii. Aid in collaborating on and facilitating networking opportunities and mentorship programs for aspiring entrepreneurs.
 - iii. Promote the Center's initiatives to engage the broader community in entrepreneurship-related endeavors.

THIS AGREEMENT (the "Agreement") is made and entered into as of this 28th day of July, 2023, by and between the Downtown Development Authority of Augusta-Richmond County, a public body corporate and politic of the State of Georgia ("DDA") and Augusta Technical College, an institute of higher education located in Augusta, Georgia ("Augusta Tech").

WHEREAS, the DDA has received Fiscal Year 2023 Community Project Funds from the Small Business Administration ("SBA") for a downtown Augusta microenterprise center, funded by Congressionally Directed Spending and advocated for by Georgia Senator Raphael Warnock,

WHEREAS, Augusta Tech has an established Entrepreneurship academic program and has previously operated a Small Business Incubator at the institution,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

1. **Engagement:** The DDA agrees to collaborate with Augusta Tech as the primary but not exclusive academic and programming independent contractor for the downtown Augusta microenterprise center, as part of a larger ecosystem of center ideation and facilitation. The DDA will approve identified opportunities with other educational, civic, for-profit and non-profit and agencies and collaborate, in the spirit of determining appropriateness for success, at the microenterprise center.
2. **Term and Termination:** The term of this agreement shall commence on the date hereof and be up for renewal every ten (10) years. Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days prior written notice of its intent to terminate this Agreement. In the event the Agreement is terminated, grant purchased FF&E is to remain in place to afford continuity as alternate program managing entity may assume responsibilities. Either party may terminate this Agreement at any time if the other party is in default of this agreement and fails to cure such default within twenty (20) days of written notice of such default. If the DDA or Augusta Tech terminates this agreement, the DDA will have full rights to determine a new primary academic collaborator for administration of the center.
3. **Funding:** Grant monies in the amount of \$2,350,000 have been made available to the DDA by the SBA. These dollars are in a dedicated and wholly segregated account, as per federal and agency accounting standards. The DDA will retain a standard project de minimis rate of 10% for necessary indirect costs of the grant.
4. **Center Scope:** The downtown Augusta Microenterprise Center exists to serve new entrepreneurs as both an incubator and active commerce location. Phase One is located at 600 Broad Street. It features academic and programmatic elements, to be led, in part, by

Augusta Tech with supplementary assistance and guidance from the DDA and other community and project stakeholders.

5. **Center Design and Operation:** Dickinson Architects has been hired by Augusta Tech to design the microenterprise center. The DDA must approve designs before they are finalized, and any quotes or invoices will be routed to the DDA for financial reporting purposes. Dickinson will create a design build and negotiate a contract for its execution. The building must display the SBA logo and acknowledgement of support statement as per the Terms and Conditions. Augusta Tech will take responsibility for the daily operations and ongoing financial operations of the Center beyond grant funding.
6. **Microenterprise Center Governance and Management:** The DDA and Augusta Tech will work with a third party, hired by the DDA, to collaborate and create a thorough and project-specific blueprint with asset mapping for the microenterprise center. Augusta Tech will hire and finance an Executive Director to manage day-to-day operations of the center. The DDA will provide guidance as needed to ensure that appropriate expertise informs decisions and that the overall effort is compliant with funding scope.
7. **Financial and Programmatic Progress Reports:** Augusta Tech and any licensed, insured, and bonded subsidiaries hired to take part in the creation and construction of the center must submit monthly financial and programmatic progress reports to the DDA, due no more than ten (10) days after each month's end. The DDA will provide templates for both financial and programmatic reporting.
8. **Funding Disbursements:** The DDA, as grant award recipient, bears burden of fiduciary duty. DDA will manage the disbursement and reporting of funds in full accordance with SBA Terms and Conditions, with \$126,900 allocated for architectural & engineering fees, \$1,590,480 allocated for construction, and \$632,620 allocated for miscellaneous needs. ALL spending requests and receipts must be submitted to the DDA for review prior to fund disbursement. All funding must be disbursed within the SBA's allotted time period as per the Notice of Award, beginning on July 1, 2023, and ending on June 30, 2024.
9. **Additional Rules and Restrictions:** As per 18 U.S.C. 1913, no federal money used for this project may be used for lobbying. Exhibit "A" to this agreement provides additional guidelines for the U.S. Small Business Administration FY 23 Congressional Community Projects that must be followed and adhered to.
10. **Notice:** Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a party or sent by FedEx, UPS, USPS tracked overnight carrier. A notice sent by overnight carrier shall be deemed given on the day after such notice is deposited with such overnight carrier for delivery. Notice(s) shall be addressed to the appropriate party as follows:

DDA:
 Downtown Development Authority of Augusta
 1101 Greene Street
 Augusta, GA 30901
mwoodard@augustadda.com
jack@tallpines.ltd

Augusta Tech:
 Augusta Technical College
 3200 Augusta Tech Drive
 Augusta, GA 30906
jermaine.whirl@augustatech.edu
ilangham@augustatech.edu

11. Entire Agreement: This agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, understandings, agreements and contracts of, by or between the parties, express or implied, oral or written, with respect to the subject matter of this Agreement, all of which are fully merged herein.
12. Amendment: This Agreement may not be altered, amended, enlarged, modified, or changed in any respect except by a writing executed by both parties to this Agreement.
13. Further Assurances: Each party shall, at the request of the other party, at any time and from time to time, promptly execute and deliver, or cause to be executed and delivered, such documents and instruments and take such actions as may reasonably necessary or appropriate to carry out the provisions and intent of this agreement and any instruments delivered pursuant to this Agreement.
14. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia without regard to conflicts of laws principles thereof.
15. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
16. Severability: If any term or provision contained in this agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or in-enforceability shall not affect any other provision hereof; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein; and the remainder of the terms, provisions, covenants and conditions of

this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

17. Counterparts: This Agreement may be executed via any number of counterparts by original or electronic signatures, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the parties to this Agreement.
18. Relationship of the Parties: The relation between DDA and Augusta Tech under this agreement shall be that of independent contractors. Neither party hereto shall be considered an agent, employee, joint venture, partner or fiduciary of the other, and, except as otherwise provided herein, neither party shall have authority to act on behalf of the other party or incur any liability for or on behalf of the other party. Each party to this agreement shall indemnify the other for any liability caused solely by one party's negligence, tort, breach or other act that imposes liability. To the extent allowed by law, and without waiving the right to raise the defense of Sovereign Immunity to claims brought by third parties, each party to this agreement shall indemnify the other for any liability caused solely by one party's negligence, tort, breach or other act that imposes liability.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

DOWNTOWN DEVELOPMENT AUTHORITY OF AUGUSTA

By: Margaret T. Woodard
 Name: Margaret Woodard
 Title: Executive Director

AUGUSTA TECHNICAL COLLEGE

By: Jermaine Whirl
 Name: Jermaine Whirl
 Title: President

U.S. Small Business Administration

FY 23 Congressional Community Projects

Recipient: Downtown Development Authority of Augusta

Federal Assistance Award Number: SBAHQ23I0080

Award Amount: \$2,350,000

Grants Management Officer:

Name: Phuc Nguyen

Email: Phuc.nguyen@sba.gov

Purpose: SEC. 542. For an additional amount for “Small Business Administration—Salaries and Expenses” Congressional funding has been established which shall be for initiatives related to small business development and entrepreneurship, including programmatic and construction activities, in the amounts and for the projects specified in the table that appears under the heading “Administrative Provisions—Small Business Administration” in the explanatory statement described in section 4 (in the matter preceding division A of this consolidated Act): Provided, That, notwithstanding sections 13 2701.92 and 2701.93 of title 2, Code of Federal Regulations, the Administrator of the Small Business Administration may permit awards to subrecipients for initiatives funded under this section: Provided further, That none of the funds made available by this section may be transferred for any other purpose.

Project Title: Downtown Augusta Microenterprise Center

Project Summary: To create a microenterprise center to serve as both an incubator and active commerce location for new entrepreneurs.

Award Terms and Conditions

1. Standard Term - Acceptance of the Terms of an Award

By drawing or otherwise obtaining funds from the Small Business Administration (SBA), the non-federal entity acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award.

Certification Statement: By drawing down funds, the non-federal entity certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawdown. Non-federal entities of Small Business Administration (SBA) earmark agreement must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the SBA Grants Policy effective at the time of award including the requirements of OMB grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or

limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance.

2. Standard Term - Award Expectations

The stipulated reporting requirements as part of this award must be addressed by the project end date. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by SBA.

3. Standard Term - Administrative and National Policy Requirements

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/non-federal entity must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, DOJ, and OMB memorandums, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulation requirements.

4. Standard Term - Executive Pay

The Consolidated Appropriations Act, 2020 (Pub. L. 116-94) signed into law on December 20, 2019, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary per E.O. 13756, was increased to \$199,300 effective January 2021.

The law limits the salary amount that may be awarded and charged to SBA assistance agreements and cooperative agreements. Award funds may not be used to pay the salary of any individual at a rate in excess of Executive Level II. This amount reflects an individual's base salary ~~and~~ of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an SBA grant or cooperative agreement.

5. Standard Term - Non-federal Entity Responsibilities

- a. Be responsive to SBA requests for information and communication. Changes to Your organization's contact information, including Your Agreement Officer Representative (AOR) or other key personnel designated representatives, must be reported promptly to SBA.
- b. Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding Your project made as part of any such process.
 - Provide full access to all activities supported with project funds to the general public without regard to their participation in any paid membership or subscription plan.
 - Maintain adequate staffing levels for the delivery of client services, including

replacing Key Personnel no more than 60 days after they cease their involvement with the project.

- Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc."

- c. Coordinate with SBA and other Agency resource partners operating within Your project service area to maximize the effectiveness of Your efforts and avoid duplication of products and services.
- d. Promote SBA programs, products, and services to clients, as appropriate.
- e. Maintain adequate, readily accessible facilities for assisting clients.
- f. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
- g. Submit and update information to USASpending.gov and other Federal databases, as required.

6. Standard Term - Recipient Integrity and Performance

Appendix XII to 2 CFR Part 200

i. Reporting of Matters Related to Recipient Integrity and Performance

• Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- Reached its final disposition during the most recent five-year period; and
- If one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- Any other criminal, civil, or administrative proceeding if:

- It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
- The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- Reporting Frequency

Unless specified otherwise in the Special Terms and Conditions for Your award, the following reporting timelines apply:

For multi-year performance periods, annual financial and performance reports are due thirty (30) days after each year.

Final Financial Reporting – Non-Federal Entities are required to submit at the end of the performance period (form SF-425).

Final Performance Report – The final report is due thirty (30) days after the period of performance and must be sent directly to your assigned Grants Management Officer.

Reports must be emailed to your designated Grants Management Officer:

Grants Management Officer: Phuc Nguyen

Email: OGMEarmark@sba.gov

7. Standard Term - Acknowledgement of SBA Support/Use of SBA's Logo/Publication Requirements.

It is important that Your clients and the general public are aware of the Congressional Community Program and SBA's role in this project, as well as the taxpayer funded support the Agency is providing under this Award. Therefore, You must include the following acknowledgment of support statement on all materials produced in whole or in part with Project Funds:

"Funded [in part] through a Grant with the U.S. Small Business Administration." For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items regardless of the medium employed. The term "materials" does not include stationery or business cards and SBA's logo may not be used on such items.

Where the non-federal entity (You) use Project Funds to produce materials featuring editorial content, You must use the following alternate acknowledgment of support statement (either independently or in conjunction with the SBA logo):

"Funded in part through a Grant with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA."

In addition, You must display signage featuring the SBA logo at all facilities that are open to the

public and which are being used for project activities. Such signage must prominently feature the acknowledgment of support statement identified above.

Where used, the acknowledgment of support statement must be presented in a legible typeface, font size, and (where applicable) color contrast and must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, You may use “SBA” in the acknowledgment of support statement instead of “U.S. Small Business Administration.”

You may elect to use SBA’s logo on materials produced with Project Funds. You may contact the GMO in order to obtain a high-resolution copy of SBA’s logo and a copy of SBA’s Graphic and Use Guide. Where used, the SBA logo may be positioned in close proximity to Your organization’s logo or may be placed in a prominent location elsewhere in the material. However, SBA’s logo may not be placed in close proximity to any third party’s logo, or used in such a way as may imply that a relationship exists between SBA and any third party (Note: Your organization’s parent entity is not considered a third party). Additionally, in each instance where You use the SBA logo, You must also include the acknowledgment of support statement in reasonably close proximity to the logo.

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. Additionally, You may not use the SBA logo on any social media sites or services without obtaining prior approval from SBA. For further guidance regarding the prior approval process, see Part III(A)(13) above.

8. Standard Term - Mandatory Disclosures

Recipients must disclose in a timely manner, in writing to the SBA awarding agency with a copy to the SBA Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the SBA OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the SBA OIG and OGM at the following addresses:

US Small Business Administration
Attention: Office of Grants Management
409 3rd Street SW, Suite 500
Washington, DC 20416

AND

US Small Business Administration
Office of Inspector General
409 3rd Street SW, 5th Floor
Washington, DC 20416

Failure to make required disclosures can result in any of the remedies for noncompliance, including suspension or debarment.

9. Lobbying Restrictions

Recipients are subject to the restrictions on lobbying.

18 U.S.C. § 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter- intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of 31 U.S.C. § 1352(a).

10. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the Non-federal entity will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug- Free Workplace for Financial Assistance are found in 2 CFR part 182; SBA implementing regulations are set forth in 2 CFR part 382.400. All non-federal entities of SBA grant funds must comply with the requirements in Subpart B (or Subpart C if the non-federal entity is an individual) of part 382.

11. Non- Transferability

This Award may not be transferred or assigned (either in whole or in part) without prior written approval from SBA. Additionally, no interest in this Award may be conferred upon a third party and the Award may not be pledged as collateral or security.

12. Standard Term - Advancing Racial Equity and Support for Underserved Communities

Executive Order: Advancing Racial Equity and Support for Underserved Communities through the Federal Governments (E.O. 13985 can be found at:

<https://www.federalregister.gov/documents/2021/01/25/2021-01753/advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government>)

13. Standard Term - Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as

amended, and 2 C.F.R. PART 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

Award Term from Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or
- c) Use forced labor in the performance of the award or subawards under the award.

2) We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- a) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Non-procurement)."

b. Provision applicable to a non-federal entity other than a private entity. We as the federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- a) Associated with performance under this award; or
- b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 1125.

c. Provisions applicable to any non-federal entity.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) "Employee" means either:

- An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) "Private entity":

• Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

• Includes:

A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

A for-profit organization.

4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

14. Standard Term - Accessibility Provisions

Non-federal entities of federal financial assistance (FFA) from SBA must administer their programs in compliance with federal civil rights law. This means that non-federal entities of SBA funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. SBA provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency.

The SBA Office for Civil Rights also provides guidance on complying with civil rights laws enforced by SBA.

Recipients of SBA also have specific legal obligations for serving qualified individuals with disabilities. Please contact the SBA Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at 1- 800-827-5722.

15. Standard Term - Accessibility of Facilities and Events

In accordance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities You use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [insert contact information for the person who will make the arrangements]."

16. Standard Term - Data Collection and Performance Measurement:

All non-federal entities are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Non-federal entities must comply with the performance goals, milestones, and expected outcomes.

17. Standard Term - Procurement of Goods and Services:

You are encouraged to follow your own procurement policies and procedures when contracting with Project Funds. Additionally, when using Project Funds to procure supplies and/or equipment, You are encouraged to purchase American-manufactured goods to the maximum extent practicable. American-manufactured goods are those products for which the cost of their component parts that were mined, produced, or manufactured in the United States exceeds 50 percent of the total cost of all their components. For further guidance regarding what constitutes an American-manufactured good (also known as a domestic end product), see 48 C.F.R. Part 25.

18. Standard Term – Recordkeeping

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial, programmatic, and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. **Standard Term - Submitting Responses to Conditions and Reporting Requirements.** Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted to the Office of Grants Management (OGM).

19. Standard Term - FAIN/UEI

The Unique Entity Identifier (formerly DUNS) number means the nine-digit number established and

assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A Unique Entity Identifier number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

20. Standard Term – Whistleblower Protection

If you are a Federal employee, or employee of a contractor, subcontractor, or grantee submitting information to the SBA OIG regarding fraud waste or abuse in the SBA's programs or operations, you are probably a whistleblower. Please be aware, however that specific criteria apply to whistleblower protections afforded by law. For example, disclosures by current and former federal employees, applicants for federal employment, and employees of a federal contractor, subcontractor, or grantee have special meaning and protections.

Federal law prohibits governmental personnel from retaliating against an employee who acts as a whistleblower by reporting suspected waste, fraud or abuse to the OIG. Under the Federal prohibited personnel practices, 5 U.S.C. §2302(b)(8), employees may not "take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment" because the person has disclosed information to an OIG which he or she reasonably believes is evidence of (1) a violation of any law, rule, or regulation, or (2) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, so long as the disclosure is not specifically prohibited by law or Executive Order.

Reporting Fraud

The OIG encourages all SBA employees and lenders to be on the lookout for fraud. If you suspect fraud, please report it to the OIG immediately by contacting the OIG Hotline at 1-800-767-0385 or OIGHotline@sba.gov (link sends e-mail).

21. Standard Term – Restrictions on Certain Types of Clients

You may not utilize project resources to provide counseling services to any concern that:

- is other than small;
- is based in a foreign country;
- is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;
- derives more than one-third of its gross annual revenue from legal gambling activities;
- presents live performances of a prurient sexual nature or derives more than a de-minimus amount of revenue from the sale of products or services of a prurient sexual nature;
- is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

22. Standard Term – Governing Authority/Order of Precedence

This Award is subject to the following requirements and representations, whether stated explicitly

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or incorporated by reference:

1. The statutes, regulations, and policy documents cited in Blocks 1 and 14 of the Notice of Award cover page and any other relevant, subsequently enacted laws.
2. Those terms and conditions set forth below.
3. Your accepted application for this Award, including all forms and assurances, and any subsequently approved additions or modifications.

In the event of a conflict between these requirements, the Order of Precedence listed above will determine which prevails. Unless explicitly stated otherwise, all deadlines discussed in this Notice of Award will be measured in terms of calendar days. By signing Block 23 of the Notice of Award cover page, You acknowledge Your acceptance of all these requirements.

Commencement of Construction

- a) Delayed construction starts. If significant construction (as determined by SBA) is not commenced within two years of the Award date or by the date estimated for start of construction in this Award (or the expiration of any extension granted in writing by SBA), whichever is later, this Award will be automatically suspended by a written notification issued by the Grants Management Officer and may be terminated if SBA determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously.
- b) Early construction starts. The Recipient must make a written request to SBA for early construction start permission (that is, after the date of Award, but before SBA gives formal approval for construction to commence). Costs incurred under a contract are only allowable after SBA determines that the award of the contract is in compliance with all terms and conditions of the Award. If construction commences prior to SBA's determination, the Recipient proceeds at its own risk until SBA's review and concurrence.

Project Sign and Use of SBA Logo

- a) Project sign. The Recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign (or signs) in a conspicuous place at the Project site indicating that the Federal Government is participating in the Project. SBA will provide specifications for the sign and may require more than one sign if site conditions so warrant. If the SBA-recommended sign specifications conflict with State or local law, the Recipient may modify such recommended specifications so as to comply with State or local law.
- b) Use of SBA logo. With SBA's prior written permission, the Recipient may use the SBA logo to publicize the Award as well as to amplify the impact of the Award. In such cases, the SBA logo may be displayed on Award-related materials that discuss or advertise the purpose or use of the Project (e.g. websites, social media, fliers, pamphlets, brochures). To seek permission to use the SBA logo, the Recipient must contact the SBA Grants Management Officer and provide a written description of how the Recipient proposes to use the SBA logo. In general, the SBA logo may be used either alone or next to Recipient's logo. The SBA logo may not be used to endorse a third party as interpreted at SBA's sole discretion. The Recipient must not use the SBA logo in a negative or defamatory manner. SBA may rescind such permission at any time.

Efficient Administration of Project

The Recipient agrees to properly and efficiently administer, operate, and maintain the Project for its estimated useful life. If SBA determines at any time during the estimated useful life of the facility that the Project is not being properly and efficiently administered, operated, and maintained, SBA may terminate this Award (if it is still active) and/or may take appropriate enforcement action to protect the Federal Interest in the Project, including requiring the Recipient to repay the Federal Share.

Additional Requirements Related to Construction Projects.

The Recipient and any subrecipients, must, in addition to other statutory and regulatory requirements detailed in these SBA Construction standard terms and conditions and the assurances made to SBA in connection with the Award, comply and require each of its contractors and subcontractors employed in the completion of the Project to comply with all applicable Federal, State, territorial, and local laws, and in particular, the following Federal laws (and the regulations issued thereunder), executive orders, OMB circulars, OMB Uniform Guidance, and local law requirements.

The Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 3701-3708), which provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project.

The National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101 et seq.), and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800), which require stewardship of historic properties in projects involving Federal funds.

Preservation of Historical and Archeological Data (54 U.S.C. § 312502), which requires appropriate surveys and preservation efforts if a Federally licensed project may cause 21 irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data.

The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.), and the regulations issued thereunder, which prescribe standards for the design and construction of any building or facility intended to be accessible to the public or that may house handicapped employees. 6. The Uniform Relocation Assistance and Real Property.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 et seq.), and implementing regulations issued at 49 CFR part 24 (“Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs”), which establish uniform policies for the fair and equitable treatment of persons, businesses, or farm operations affected by the acquisition, rehabilitation, or demolition of real property acquired for a project financed wholly or in part with Federal financial assistance.

The Energy Conservation and Production Act (42 U.S.C. § 6834 et seq.), which establishes energy efficiency performance standards for the construction of new residential and commercial structures undertaken with Federal financial assistance.

Executive Order 13717, “Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction”, which requires that new buildings constructed with Federal assistance comply with the earthquake-resistant design provisions of the 2015 editions of the International Building Code (IBC) or the International Residential Code (IRC), nationally recognized building codes promulgated by the International Code Council (ICC), or equivalent codes, consistent with the provisions of and to the extent required by 40 U.S.C. § 3312. 9. Compliance with Local Construction Requirements. The Recipient will comply with current local building codes, standards, and other requirements applicable to the Project.

SBA Contracting Provisions for Construction Projects the Recipient must use the “SBA Contracting Provisions for Construction Projects” as guidance in developing all construction contracts. The “SBA Contracting Provisions for Construction Projects” lists applicable SBA and other Federal requirements for construction contracts.

Property

Standards With respect to any property acquired or improved in whole or in part with Award funds, the Recipient must comply with the Property Standards set forth at 2 CFR §§ 200.310 (“Insurance coverage”) through 200.316 (“Property trust relationship”), and SBA’s regulations at 13 CFR part 314. Property acquired or improved in whole or in part by the Recipient under this Award may consist of real property; personal property, including equipment and supplies; and intangible property, such as money, notes, contractual rights, and security interests. Any property reports required under 2 CFR §§ 200.310 through 200.316, such as periodic inventories and requests for disposition instructions, must be submitted to the Grants Management Officer through the Project Officer on Form SF-428 and/or SF-429, as applicable.

Title

- a) Title to equipment, supplies, and intangible property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient. The use, management and disposition of equipment, supplies, and intangible property acquired in whole or in part under this Award must be in accordance with 2 CFR §§ 200.313 (“Equipment”), 200.314 (“Supplies”), and 200.315 (“Intangible property”).
- b) Title to real property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient, subject to the condition that the Recipient uses the real property for the authorized purpose of the Project. See 2 CFR § 200.311 (“Real property”).

SBA’s Interest in Award Property

- a) General - evidence of title of these SBA Construction standard terms and conditions “Recipient as Trustee”, real property, equipment, and intangible property acquired or improved under this Award must be held in trust by the Recipient as trustee for the public purposes of an Award. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by SBA, during which time SBA retains an undivided, equitable reversionary interest in the property (“Federal Interest”).
- b) Before advertising for construction bids or at such other time as SBA requires, the Recipient must furnish evidence, satisfactory in form and substance to SBA, that title to real property required for the Project (other than property of the United States and as provided in 13 CFR § 314.7(c) (“Title”)) is vested in the Recipient and that such easements, rights-of-way, State or local government occupancy or use permits, long-term leases, or other property interests or access rights required for the Project have been or will be obtained by the Recipient within an acceptable time, as determined by SBA. All liens, mortgages, other encumbrances, reservations, reversionary interests, or other restrictions on title or the Recipient’s interest in the property must be disclosed to SBA.
- c) For all Projects involving the acquisition, construction, or improvement of a building, infrastructure, or other real property, as determined by SBA, the Recipient must execute and furnish to SBA, prior to initial Award disbursement or at such other time as SBA requires, a lien, covenant, or other

statement, satisfactory to SBA in form and substance, of SBA's interest in the property acquired or improved in whole or in part with the funds made available under this Award. SBA may permit such statement to be recorded after initial Award disbursement in the event that grant funds are being used to acquire such property or for authorized costs, such as design and engineering services. The statement must specify the estimated useful life of the Project and must include the disposition, encumbrance, and the Federal Share compensation requirements, as well as any other requirements specified by SBA in its reasonable discretion.

- d) This lien, covenant, or other statement of the Federal interest must be perfected and placed of record in the real property records of the jurisdiction in which the property is located, all in accordance with applicable law. SBA may require an opinion of counsel for the Recipient to substantiate that the document was validly executed and properly recorded.
- e) Facilities in which the SBA assistance is only a small part of a larger project, as determined by SBA, may be exempted from the requirements.
- f) In extraordinary circumstances and at SBA's discretion, SBA may choose to accept another instrument to protect SBA's interest in the Project property, such as an escrow agreement or letter of credit, provided that SBA determines such instrument is adequate and a recorded statement.
- g) The terms and provisions of the relevant instrument must be satisfactory to SBA. The costs and fees for escrow services or letters of credit must be paid by the Recipient.
- h) Recording SBA's Interest in Personal Property. For all Projects involving the acquisition or improvement of significant items of equipment or other tangible personal property, including but not limited to watercraft, motor vehicles, machinery, equipment, removable fixtures, or structural components of buildings, the Recipient must execute a security interest, covenant, or other statement of SBA's reversionary interest in the personal property acceptable in form and substance to SBA, which statement must be perfected and placed of record in accordance with applicable law (usually accomplished by filing a Uniform Commercial Code Financing Statement (Form UCC-1), as provided by State law), with continuances re-filed as appropriate
- i) SBA's Interest and the estimated useful life. The Recipient acknowledges that SBA retains an undivided equitable reversionary interest in property acquired or improved in whole or in part with grant funds made available through this Award throughout the estimated useful life (as determined by SBA) of the Project, except in applicable instances set forth 2 CFR 200.

Unauthorized Use of Award Property

The Recipient agrees that if any interest in property acquired or improved in whole or in part with Award funds is disposed of, encumbered, or alienated in any manner, or no longer used for the authorized purposes of the Award during the Project's estimated useful life without SBA's written approval, SBA will be entitled

to recover the Federal Share. Examples of 25 alienation of Award property include sale or other conveyance of the Recipient's interest, leasing or mortgaging the property, or granting an option for any of the foregoing. If, during the Project's estimated useful life, the property is no longer needed for the purposes of the Award, as determined by SBA. See 2 C.F.R. §§ 200.311, 200.313.

Calculating the Federal Share

For purposes of any lien or security interest, the amount of the Federal Share is the portion of the current fair market value of any property (after deducting any actual and reasonable selling and repair expenses incurred to put the property into marketable condition) attributable to SBA's participation in the Project.

Insurance and Bonding

- a) **Insurance.** The Recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided for property owned by the Recipient. Federally owned property need not be otherwise insured unless required by the Terms and Conditions of the Award. See 2 CFR § 200.310 ("Insurance coverage").
- b) **Bonding.** If the Award exceeds the simplified acquisition threshold as defined at 2 CFR § 200.1, SBA may accept the Recipient's or subrecipient's bonding policy and requirements if SBA or the pass-through entity determines that the Federal Interest is adequately protected. If not, the following minimum requirements will apply:
 - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - b. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. See 2 CFR § 200.326 ("Bonding requirements").

Leasing Restrictions

Leasing or renting of facilities or property is prohibited unless specifically authorized by SBA. The Recipient agrees that any leasing or renting of any facilities or property involved in this Project will be subject to the following:

- a) That said lease arrangement is consistent with the authorized general and special purpose of the Award;
- b) That said lease arrangement is for adequate consideration;

- c) That said lease arrangement is consistent with applicable SBA requirements concerning but not limited to nondiscrimination and environmental compliance; and
- d) That all revenue derived from said leasing arrangement shall be subject to “Program Income” of these SBA Construction standard terms and conditions.

Eminent Domain

The Recipient will use funds solely for the authorized purpose of the Project. Pursuant to Executive Order 13406, “Protecting the Property Rights of the American People,” the Recipient agrees:

- a) Not to exercise any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the Project for the purpose of advancing the economic interests of private parties; and
- b) Not to accept title to land, easements, or other interests in land acquired by the exercise of any power of eminent domain for use in connection with the Project for such purposes. The Recipient agrees that any use of the power of eminent domain to acquire land, easements, or interests in land, whether by the Recipient or any other entity that has the power of eminent domain, in connection with the Project without the prior written consent of SBA is an unauthorized use of the Project. If the Recipient puts the Project to an unauthorized use, the Recipient must compensate SBA for the Federal Share in accordance with CFR (“Unauthorized use of property”) and (“Federal share”), as the same may be amended from time to time.

Disposal of Real Property

During the estimated useful life of the Project, if SBA and the Recipient determine that property acquired or improved in whole or in part with Award funds is no longer needed for the original purposes of this Award, SBA may, in its discretion, approve use of the property in other Federal grant programs or in programs that have purposes consistent with those authorized by the standard terms and conditions.

Reporting on Property

- a) Real Property status reports and requests for disposition. In accordance with 2 CFR § 200.330 “Reporting on real property”, the Recipient must submit reports using Form SF-429 (Real Property Status Report), including appropriate attachments, at least annually on the status of real property in which SBA retains an interest, which generally includes real property acquired or improved under the award, unless such interest extends 15 years or longer. If SBA’s interest is for a period of 15 years or longer, unless otherwise specified in a specific award condition, the Recipient must submit an annual report for the first three years of the award and thereafter submit a real property status report every five years. If the Recipient wishes to dispose of real property acquired or improved under an SBA award, the Recipient must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Management Officer in accordance with 2 CFR 200.311(c).
- b) Tangible Personal Property status reports and requests for dispositions. The Recipient must submit periodic reports as specified in the terms of the Award using Form SF-428 (Tangible Personal Property Report), including appropriate attachments thereto, concerning tangible personal property that is Federally owned or tangible personal property in which SBA retains an interest. In addition,

if the Recipient wishes to dispose of tangible personal property acquired or improved under an SBA award, the Recipient must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Management Officer in accordance with 2 CFR 200.313(e).

Alternative 1: To be used if the project DOES NOT appear to have any environmental consequences:
Environmental Impact

Based upon the Recipient's Technical Proposal, SBA has determined that this project does not currently require review under the National Environmental Policy Act (NEPA)(42 U.S.C. § 4321 et seq.). Subsequent modifications to the project may require SBA to reexamine this determination. Additionally, the Recipient must provide written notice to SBA immediately upon discovering that the project will affect the environment or historical or archeological sites, or have an impact upon the quality of life, the cultural context, or the customary use of a given parcel of property or geographic area. The written notice must describe the anticipated effect or impact in detail. If, as a result of the notice, SBA determines that a NEPA review of the project is necessary, no Award funds will be made available to cover the cost of those activities giving rise to the environmental impact until such time as the NEPA review has been completed.

Alternative 2: To be used if the Recipient HAS provided detailed information about the proposed construction in the Application:
Environmental Impact Provision

1. SBA has determined that an environmental review of this project is necessary under the National Environmental Policy Act ("NEPA"), 42 U.S.C. § 4321 et seq. The Recipient must prepare an environmental assessment within thirty (30) days of the effective date of this Notice of Award, or as or as soon thereafter as possible. If the Recipient determines that another state or federal agency has prepared an environmental assessment, it may submit a copy of that assessment in lieu of preparing its own assessment. SBA, however, may require the submission of additional information. The environmental assessment must determine whether the proposed project would have a significant environmental impact that might necessitate preparation of an Environmental Impact Statement ("EIS"). The Recipient must submit the environmental assessment to the SBA Office of Procurement and Grants Management.
2. No construction can occur and no funds will be disbursed under the grant for construction purposes until SBA: (a) reviews the environmental assessment; (b) determines whether an is required; (c) complies with any other requirements that may exist under the NEPA and any other applicable environmental law that SBA determines in its discretion may apply; and (d) provides written notice to the recipient of its determination.
3. If an EIS is required, no funds will be disbursed under the grant unless disbursement is permitted under law and until (a) the EIS is completed; (b) SBA complies with any other requirements that may exist under law; and (c) SBA provides written notice to the recipient of its determination.

Alternative 3: To be used if the Recipient HAS NOT provided detailed information about the proposed construction in the Application:
Environmental Impact Provision

1. SBA has determined that an environmental review of this project may be necessary under the National Environmental Policy Act (“NEPA”), 42 U.S.C. § 4321 et seq. The Recipient is required to prepare a detailed summary of proposed construction, with the following information:
 - a) Whether construction is taking place on previously developed or undeveloped property.
 - b) What types of properties are immediately adjacent to the project site (e.g., residential, commercial, industrial, undeveloped).
 - c) Whether construction will result in the development of new buildings or additions or expansions to existing buildings or whether construction will be limited to the renovation/rehabilitation of existing facilities.
 - d) A description of all proposed construction.
2. No funds may be used for construction until SBA notifies the Recipient whether a NEPA environmental review will not be required. If SBA determines that a NEPA environmental review is required, it will notify the Recipient. The Recipient must prepare an environmental assessment within thirty (30) days of receiving Notice from SBA, or as soon thereafter as possible. If the recipient determines that another state or federal agency has prepared an environmental assessment, it may submit a copy of that assessment in lieu of preparing its own assessment. SBA, however, may require the submission of additional information. The environmental assessment must determine whether the proposed project would have a significant environmental impact that might necessitate preparation of an Environmental Impact Statement (EIS). The Recipient must submit the environmental assessment to the SBA Office of Procurement and Grants Management.
3. No construction can occur and no funds will be disbursed under the grant for construction purposes until SBA: (a) reviews the environmental assessment; (b) determines whether an EIS is required; (c) complies with any other requirements that may exist under the NEPA and any other applicable environmental law that SBA determines in its discretion may apply; and (d) provides written notice to the recipient of its determination.
4. If an EIS is required, no funds will be disbursed under the grant unless disbursement is permitted under law and until (a) the EIS is completed; (b) SBA complies with any other requirements that may exist under law; and (c) SBA provides written notice to the recipient of its determination.

Definitions

The definitions listed below apply to all SBA Awards. Additional definitions relating to a particular SBA program may be found in the grant program regulations, Program Announcement, and/or Special Terms

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and Conditions.

Earmark – Earmarks are grants that are appropriated by Congress prior to a peer review. The term "earmark" is a reference to the Congressional Record where the awards are written into legislation specifically with the grant applicant's name, activity, and dollar amounts.

- a. **Client** – an entity receiving technical assistance under this Award. A Client may be an existing small business concern, or an individual interested in owning and operating a small business concern.
- b. **Client Information** – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.
- c. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a nonfederal entity.
- e. **Key Personnel** – those individuals who play a crucial role in the conduct of a project. Examples include directors, managers, counselors, and instructors, but not support staff.
- f. **Program Income** – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees, sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees. Does not include interest earned on advances of Federal funds.
- g. **Unique entity identifier (UEI)** means the identifier required for SAM registration to uniquely identify business entities.
- h. **You** – the non-federal entity organization (recipient) for the Award.

EXHIBIT B

Augusta Technical College (ATC) shall be responsible for providing comprehensive programming to support the acceleration of new client businesses and the growth of incubated businesses within the designated office and coworking space. The programming shall include but not be limited to the following:

1. **Designated Office and Coworking Space:** ATC shall provide a designated area equipped with office infrastructure and coworking facilities for the benefit of client businesses. Staffing and support of these spaces should be provided through secure 24/7 building access, which includes handling incoming mail and packages for clients.
2. **Meeting Rooms:** ATC shall ensure the availability of hi-tech ready meeting rooms within the premises for business meetings, workshops, and events.
3. **Technology:** ATC shall provide dependable high-speed internet connectivity and necessary technological equipment and on-demand client support to facilitate the operations of the client businesses.
4. **Programming:** ATC shall curate a robust calendar of Business Accelerator Intensives, Workshops, and Events designed to foster new innovations and support small businesses, along with services for existing small-to-medium-sized enterprises. These workshops and events should be tailored to meet the specific needs of the businesses.
5. **Services:** ATC shall provide ready access to legal, financial, and business-specific research materials, counsel, and advisement, along with programs, lectures, and other services to support clients' learning and development. This shall include knowledgeable staff, as well as consultation from industry experts.
6. **Market Research and Financial Projections:** ATC staff shall assist the client businesses in conducting market research and developing financial projections to support their growth and sustainability. This assistance may include technical and practical support.
7. **Bank/Investor Access:** ATC shall facilitate access to relevant banking and investment institutions to help incubated businesses explore funding opportunities (including grants) and secure necessary financial backing.
8. **Program Evaluation, Reporting, and Improvement:** ATC shall regularly evaluate the effectiveness of the provided programming, project the target and projections, and report to the Downtown Development Authority on a quarterly basis. The report shall include the actual outcomes and achievements of the incubated businesses, as well as a plan to address any shortfalls. Based on the feedback received, ATC shall make necessary improvements and enhancements to ensure the programs meet the evolving needs of the businesses.

9. **Access to Industry Networks and Resources:** ATC shall leverage its network and resources to provide incubated businesses with access to relevant industry connections, experts, and potential partners. This includes facilitating networking events and fostering collaborations to support business growth.
10. **Mentoring and Peer Learning Opportunities:** ATC shall establish mentoring programs or facilitate peer learning sessions where experienced entrepreneurs and successful business owners can provide guidance, insights, and support to the incubated businesses.
11. **Marketing and Promotion Support:** ATC shall actively promote all programming offerings according to best business practices, along with promoting the client businesses and their achievements through various marketing channels, both within the local community and broader networks, including social media. This can include showcasing success stories, organizing demo days, and facilitating media coverage.
12. **Access to Funding Opportunities:** ATC shall actively explore and share information about funding opportunities, grants, and financial incentives available to incubated businesses. ATC shall assist businesses in preparing funding applications and connecting them with potential investors.
13. **Continued Professional Development:** ATC shall offer ongoing professional development opportunities for client businesses, including workshops, seminars, and training sessions to enhance their skills and knowledge in areas such as marketing, financial management, and business operations.

ATC shall ensure the provision of these programming services on a minimum quarterly basis. ATC shall be responsible for staffing, marketing, and promotion of the programs. Furthermore, ATC shall ensure responsiveness to the needs of the participants in an expedited manner, addressing any concerns or queries promptly.

Both parties agree to work collaboratively to achieve the objectives outlined above and shall communicate regularly to assess the effectiveness of the programming and make necessary adjustments as required.

This section of the Memorandum of Understanding represents the agreed-upon responsibilities of Augusta Technical College (ATC) in supporting the acceleration and growth of client businesses utilizing the services of the project.

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STATE OF GEORGIA)
)
 RICHMOND COUNTY) LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 2023,
 by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia,
 hereinafter referred to as “Lessor” and DOWNTOWN DEVELOPMENT AUTHORITY OF
 AUGUSTA (“DDA”), hereinafter referred to as “Lessee”;

WITNESSETH:

1. Premises: The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter set forth, to be paid, kept and performed by the Lessee, does hereby lease unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following property located at 600 Broad Street, Augusta, Georgia, to wit: approximately 13,168 square feet of office space, Parcel No. 0471304000.
2. Term: The term of this Lease shall begin on the _____ day of _____, 2023, and shall end on the 31st day of December, 2033, at midnight, unless sooner terminated by either Lessor or Lessee as herein provided. At the expiration of the initial term, Lessee shall have the option to renew for another ten year term.
3. Rental: Lessee shall pay to Lessor during the term of this Lease a yearly rental payment in the amount of \$1.00 payable in advance on the first day of the Lease term.
4. Use of Premises: The Premises shall be used for a Downtown Augusta Microenterprise Center funded and in compliance with the Small Business

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Administration (“SBA”) guidelines. It shall not be used for any other purpose without the advance written consent of Lessor. The Premises shall not be used for any illegal purpose, in any manner that creates a nuisance or trespass, or in any manner so as to invalidate the insurance or increase the rate of insurance on the Premises.

5. Ownership: The premises shall remain the property of the Lessor throughout the term of the lease.

6. Destruction of or Damage to Premises: If the Premises are totally destroyed by storm, fire, flood, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction.

7. Assignment and Subletting: Lessee may not sublease their rights or obligations under this lease. Lessee may, however, at its discretion permit Augusta Technical College or other academic collaborators to manage the day-to-day operations of the Downtown Augusta Microenterprise Center.

8. Signs: Any and all signs placed on the Premises by Lessee with the consent of the Lessor shall be maintained in compliance with rules and regulations governing such signs and the Lessee shall be responsible to Lessor for any damage caused by installation, use, or maintenance of said signs, and Lessee agrees upon removal of said signs to repair all damages incident to such removal. SBA signage and logos shall be permitted and displayed as required by the SBA.

9. Repairs, Alterations and Additions: Any and all repairs, alterations and additions made to the Premises hereby leased by the Lessee, shall be and remain a part of said Premises hereby leased by the Lessee, and shall be surrendered to the Lessor by the

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Lessee at the expiration of the term of this Lease. Any alterations or additions to the Premises and any repairs, which may affect the physical appearance of the Premises, shall not be made without the advance written approval of the Lessor with such approval being timely and reasonable. Any and all repairs, alterations and additions to the Premises shall be performed in a good and workmanlike manner using appropriate historic or new materials and equipment and in compliance with all safety codes and regulations. In the event that any repairs, additions, alterations or improvements are made by the Lessee after obtaining the written consent of the Lessor through a contractor, the Lessee agrees that it will closely supervise such work and see that all laborers and materialmen are promptly paid so that no lien will accrue or be filed against the Premises; and in the event that the Lessee hires laborers and/or purchases material itself for the improvement of the Premises, it will promptly pay all charges for such labor and materials when the same become due so that no liens will accrue or be filed against the Premises and no claim can be asserted against Lessor for such payment. Lessor shall have the right to call upon the Lessee for a statement or other information concerning the payment of any contractor, laborer and/or materialman who may have furnished labor or materials for the improvement on the Premises and Lessee covenants and agrees that it will immediately give full information in regard to all such to the Lessor upon demand. Lessee, however, shall have the right to remove Lessee's personal property in the nature of trade and/or business fixtures from the Premises at the expiration of this Lease, but Lessee shall, at its own expense, repair any damage to the Premises which may result from the removal therefrom of any such personal property of Lessee. Nothing in this paragraph or in this

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Lease shall be constructed to authorize the Lessee to remove from the Premises any heating or air conditioning equipment, any electric wiring, electric fixtures, switches, duct-work, pipes, plumbing fixtures, ceiling fans, or any similar materials or equipment which may have been installed by Lessee. Said materials shall become the property of Lessor upon the termination of this Lease, but shall also remain part and parcel of the premises upon the execution of the transfer of the property.

10. Utilities, Maintenance, and Insurance: Upon the execution of this lease, Lessee shall be responsible for any and all utilities, maintenance costs, and insurances through the remainder of the Lease. Lessee may delegate these costs to the operator of the Downtown Augusta Microenterprise Center, but the Lessee is ultimately responsible.

11. No Estate in Land: This contract shall create the relationship of Lessor and Lessee between the parties hereto and no estate shall pass out of Lessor during the term of the lease.

12. Termination: Upon failure of the Lessee to fulfill any of its obligations contained in this Lease, the Lessor shall send the Lessee written notice of such default. The Lessee shall have thirty (30) days from receipt of such written notice to cure the default described in the notice. Should the Lessee fail to cure the default within the thirty (30) day period, the Lessor shall have the option to terminate this Lease and, upon such termination, the Lessee shall immediately surrender possession of the Premises back to the Lessor.

13. Holding Over and Extension: At the expiration of this lease, Lessor shall offer Lessee a Ten Year extension, provided that the Downtown Augusta Microenterprise

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Center truly does serve the public interest in its temporary stewardship of this government owned property. If Lessee remains in possession of Premises after expiration of the term without Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the market rental rate calculated at the end of this Lease; and there shall be no renewal of this Lease by operation of law.

14. Exculpation and Indemnification: The Premises are being leased to Lessee "AS IS", and Lessee accepts said Premises in its present condition and acknowledges that it has inspected the same and found the Premises to be suitable for its intended use. If any repairs to the improvements located on the premises covered by this Lease are required during the term of this Lease, the cost of same shall be paid by Lessee. It is an express condition of this Lease Agreement that, except when caused solely by its negligence, Lessor, its officers, agents, and employees, shall be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its invitees, licensees, agents, or employees, or any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Premises or any part thereof or otherwise arising from Lessee operations under and indemnify and save harmless the Lessor, its officers, agents, and employees, against and from any and all such claims, demands, debts, liabilities, and causes of action (other than those caused solely by Lessor's negligence) including reasonable attorney's fees and costs to be incurred by Lessor in defending same.

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Lessee specifically agrees that its operations shall be conducted in compliance with all federal, state and local environmental laws, rules and regulations and agrees to indemnify and hold harmless Lessor and including without limitation, members of the Augusta Georgia Commission harmless from and against all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from the foregoing (i) by reason or on account of damages to or destruction of the property of Lessor, or any property of , injury to or death of any person, resulting from or arising out of Lessee's use of the premises (except when such damages, destruction, injuries or death arise solely by reason of Lessor's negligence), or (ii) arising out of the failure of Lessee to keep, observe or perform any of the agreements or conditions of this Agreement. Lessee will refer to Lessor promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessor or its insurer, and either Lessee shall defend or compromise same following notice from Lessor, then Lessor shall have the right to compromise and defend the same to the extent of its interests, with all cost to be borne by Lessor.

15. Rights Cumulative: All rights, powers and privileges conferred hereunder upon Lessor shall be cumulative but not restrictive to those given by law.

16. Service of Notice: Any notice, demand, request, approval, consent, or other communication (hereinafter referred to as "notice"), which Lessor or Lessee may be required to permit to give to each other shall be in writing and shall be mailed in an official United States Post Office, certified or registered mail, return receipt requested, with adequate postage prepaid, to the other party at the address as each party as

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designated in this Lease or shall have changed by proper notice in writing to the other.

Such addresses are as follows:

<u>Lessor:</u>	Augusta, Georgia Office of the Mayor 535 Telfair Street, Suite 200 Augusta, GA 30901
<u>With Copy to:</u>	General Counsel Augusta Law Department 535 Telfair Street, Building 3000 Augusta, GA 30901
<u>Lessee:</u>	Executive Director DDA 1101 Greene Street Augusta, GA 30901 mwoodard@augustadda.com jack@tallpines.ltd
<u>With Copy to:</u>	James S. Murray Turner Padget 209 7 th Street, 3 rd Floor Augusta, GA 30901

If notice is not an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date when the receipt is signed, refused or returned unclaimed. If the notice is an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date postmarked by the United States Postal Service. In the event of a postal strike or other interference with the regular delivery of mail, notices may be served in person or by telegram in lieu of certified or registered mail, but shall be effective upon receipt.

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17. Waivers of Rights: No failure of Lessor to exercise any power given it hereunder or to insist upon strict compliance by Lessee with any of its obligations hereunder and no custom or practice of the Lessor at variance with the terms hereof shall constitute a waiver of Lessor's right to demand strict compliance with terms hereof.
18. Time of Essence: Time is of the essence of this Agreement.
19. Inspection by Lessor: Lessor, its authorized officers, employees, agents or representatives shall have the right to enter upon the premises to make inspections during regular business hours when a representative of the Lessee is present, or at any time in case of emergency and/or to determine whether Lessee has complied with and its complying with the terms and conditions of this agreement; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of the Lessee.
20. Taxes: Lessee shall pay all personal property taxes legally assessed against its equipment, furniture or other personal property located on the Premises.
21. Insurance: Lessee hereby agrees to maintain at all times, at Lessee's expense, the following insurance coverage:
- a. Comprehensive General Liability: Lessee shall procure and shall maintain during the life of the Lease, such Comprehensive General Liability and Broad Form Property Damage Insurance as shall protect Lessee and any subcontractor performing Work covered by this Lease from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Lease, whether such operations are by the Lessee or by any subcontractor

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or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

<u>General Aggregate</u>	<u>\$2,000,000.00</u>
<u>Products Comp/Ops Aggregate</u>	<u>\$2,000,000.00</u>
<u>Personal and Advertising Injury</u>	<u>\$1,000,000.00</u>
<u>Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>Fire Damage (Any one fire)</u>	<u>\$50,000.00</u>
<u>Medical Expenses (Any one person)</u>	<u>\$5,000.00</u>

b.

- b. Certificates of Insurance: Certificates acceptable to the Lessor shall be attached to the signed Lease Documents when they are transmitted to the Lessor for execution. The Lessor shall be an additional named insured on all insurance certificates.

24. Open Records: The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act. (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for in section and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.

25. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Georgia and rules of the SBA.

Exhibit C

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

27. Entire Agreement: This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder and no custom or practice of the parties at variance with the terms hereof. This Agreement may only be amended by writing signed by both parties.

Exhibit C

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

AUGUSTA, GEORGIA

DOWNTOWN DEVELOPMENT
AUTHORITY OF AUGUSTA

Lessor

Lessee

By: _____

Hon. Garnett L. Johnson, Mayor

By: _____

Margaret Woodard, Executive Director

Attest: _____

Lena J. Bonner, Clerk

Sworn to and subscribed before me this ____

day of _____, 2023.

Notary Public



Commission Meeting

August 15, 2023

HCD_ Agreement for Environmental Assessment Consultant Services Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **approve** Housing and Community Development Department's (HCD's) request to enter into agreement for Consultant Services with Point To Point Environmental for the Acquisition of one (1) Historic property located at 2403 Mount Auburn Street. (**Approved by Administrative Services Committee August 8, 2023**)

Background: Annually, Augusta, Georgia, is required to provide its local strategy to address needs in the areas of community development, economic development, affordable housing, and homelessness as carried out through its Housing and Community Development Department and represented in the Annual Action Plans. The Annual Action Plans represents funding for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program.

To fulfill statutory and regulatory requirements found at 24 CFR 91.15(a)(1), the administration of an Environmental also known as an Environmental Review (ER) process, is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users.

The ER process reviews all projects and determines the potential environmental impacts to determine whether it meets federal, state, and local environmental standards.

On behalf of Augusta, Georgia, the Augusta Housing and Community Development (HCD) currently oversees the administration of eleven (11) federal and discretionary programs funded by: U. S. Department of Housing and Urban Development (HUD), Georgia Department of Community Affairs and U.S.

Department of Treasury; (CDBG, HOME, HOPWA, ESG, SHP, LHRP, D
NSP (HUD & DCA), CHIP; CV-19: CDBG, ESG, HOPWA, ERA 1, ERA 2, ERA
(DCA), and ARP) to include 100% of all administrative, financial, programmatic,
and any/all other grant aspects requiring the administration of an Environmental
Review (ER) process all federal and state.

Analysis:

Selected through a competitive solicitation process, HCD seeks to partner with Point to Point Environmental (P2P) to complete a Tier II ER to acquire a historic structure property located at 2403 Mount Auburn Street, Augusta, Georgia.

With over nine (9) years of experience, P2P is an environmental/geotechnical firm is an experienced firm capable of meeting federal statutes to complete the assessment promptly

<u>Address</u>	<u>Budget</u>	<u>Project Type</u>
2403 Mount Auburn Street, AUG, GA	\$4,525.00	Environmental Review Acquisition-Historic Property

Financial Impact:

HCD utilizes CDBG funds
Contract Amount: \$4,525.00
Contractor: Point to Point Environmental

Alternatives:

Deny HCD's request

Recommendation:

Motion to approve Housing and Community Development Department's (HCD's) request to enter into agreement for Consultant Services with Point To Point Environmental for the Acquisition of one (1) Historic property located at 2403 Mount Auburn Street.

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

Funding: CDBG 221073210/5225110

REVIEWED

Procurement

AND

Finance

APPROVED BY:

Law

Administrator

Clerk of Commission

AGREEMENT
Between
AUGUSTA, GEORGIA
C/O
HOUSING AND COMMUNITY DEVELOPMENT
And
Point to Point Environmental
For
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
Environmental Review Tier II for Acquisition

FUNDED BY
UNITED STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Agreement is made and entered into this _____ day of _____, by and between Augusta, Georgia, c/o the Housing and Community Development Department (hereinafter referred to as “City”), by and through the Augusta-Richmond County Commission, as the Implementer of the Community Development Block Grant Program and **Point to Point Environmental** (hereinafter referred to as the “Contractor”).

WHEREAS, City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HUD Act), Public Law 93-383; and WHEREAS, the City wishes to engage the Contractor to assist the City in utilizing such funds;

WHEREAS, the City desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Grant Program:

NOW, THEREFORE, it is agreed between the parties hereto as follows:

ARTICLE I. DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Community Development Block Grant (CDBG) Program or “Program”

The term “Community Development Block Grant (CDBG) Program”, or “Program” shall mean that program administered by the Housing and Community Development Department of the City and funded by a Community Development Block Grant applied for by the City and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term “Department” shall mean the Housing and Community Development Department of the City.

Grantee

The term “City” shall mean Augusta, Georgia.

HUD

The term “HUD” shall mean the U. S. Department of Housing and Urban Development.

Project

The term “Project” shall mean the project of projects set forth in Article III hereto entitled “Scope of Services and Timetable.”

Low and Moderate Income Household

The term “Low and Moderate Income Household” shall mean a household having an income equal to or less than the Section 8 low income limit established by HUD.

Low and Moderate Income Person

The term “Low and Moderate Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low income limit established by HUD (80% of Area Median Income). Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

ARTICLE II. PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties’ essential elements of the mutual considerations upon which this Agreement is based.

- A. Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Augusta through citizen participation workshops, the Mayor and Commission determined the needs and priorities of community development in the City.
- B. Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in City’s CDBG submission to HUD, referred to as the Annual Plan. The City determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:
 - 1. Activities benefiting low and moderate income persons;
 - 2. Activities which aid in the prevention or elimination of slum and/or blight; and/or,
 - 3. Activities designed to meet community development needs having a particular urgency.

The City has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

- C. Under the Rules and Regulations of HUD, the City is administrator for the Program, and is mandated to comply with various states, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside in the City of Augusta.
- D. The City is desirous of disbursing the funds to the Contractor for use in the Project. However, as administrator for the Program, the City desires to obtain the assurance from the Contractor that it will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or

the City relating to the Project and the Program, as a condition precedent to the release of such funds to the Contractor.

ARTICLE III. PROJECT INFORMATION

The City agrees to make available, to the Contractor an amount not to exceed **\$4,525.00** to implement the following activities(s) through the following scope of services:

- A. **EMPLOYMENT.** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.
- B. **SCOPE OF SERVICES.** The Contractor agrees to provide reporting information and supporting documentation to show the administration quality in-depth, on-site customized Environmental Review Services the City staff, as follows:
 1. Environmental Review Consultant to facilitate Tier II, Environmental Review for acquisition of property located at 2403 Mt. Auburn Street, Augusta, GA. 30904:
 - Conduct a historical, environmental database research to determine the potential for impact from historical uses and off-site impacts to the site
 - Conduct a site visit with follow-up visits, if necessary
 - Complete a reconnaissance of the property (Site reconnaissance to include the property improvements and surrounding property uses).
 - Interviews with knowledgeable property personnel to determine current and historical property usage
 - Review and inclusion of historical regulatory reporting
 - Comply with all regulations governing land acquisition.
 - Attend one public hearing (if necessary).
 - Coordinate with the City HCD staff, as necessary.
 - Preparation of a HUD Site Specific Tier II Environmental Review report

Failure to provide reporting information and supporting documentation as requested by the THE CITY shall result in the sub recipient being in violation of the terms of this agreement. THE CITY reserves the right to forward the sub recipient's Agreement to the Augusta, Georgia Legal.

ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT

The Contractor shall only be paid for services rendered under this agreement from funds allowed by the for administrative costs under the provisions of the grant awarded to the City. Payment will be made only on approval of the Contractor.

The total amount of costs to be paid under this contract for program administration shall not exceed Four thousand five hundred twenty five dollars **(\$4,525.00)**. The Contractor may not incur any costs in excess of this amount (except at its own risk) without the approval of the City. The Contractor will only be paid for the time and effort needed to complete the actual scope of services required for this project; which may be less than the total amount above.

The Contractor shall submit invoices to the City for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s), Scope of Services for payment according to the appropriate method listed below:

- a) **Cost Reimbursement:** For tasks lacking a definable work product and/or the Contractor will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.

- b) Lump Sum Price: For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.
- c) Unit Price: For tasks with a definable work product but the quantity is uncertain and the contractor assumes the risk for all costs: a unit price times the number of units completed for each billing. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price listed in Part III Payment Schedule.

ARTICLE V. PERFORMANCE

The services of the Contractor shall commence on _____, _____, and shall end on _____, _____. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the Contractor has received notification of final close out from the City.

Failure to provide reporting information and supporting documentation as requested by the City shall result in the Contractor being in violation of the terms of this agreement. City reserves the right to forward the sub recipient's Agreement to the Augusta, Georgia Legal.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by the City. No charge will be made to the Contractor for such information, and the City will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this contract.

Retention of and Access to Records

Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, the U.S. General Accounting Office, the or other pertinent party to CDBG Grant shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the City pertaining to the receipt and administration of the City's CDBG Program Funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

Financial records, supporting documents, statistical records, and all other records pertinent to this project shall be retained in separate records and for a minimum of three years after receipt of a Certificate of Completion.

The above requirements shall apply to all sub-grantees, contractors, and subcontractors who enter into contracts or agreements with the City.

ARTICLE VI. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by the City and the Contractor (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article ____: Suspension and Termination.

ARTICLE VII. NOTICES

Contractor and the CITY agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other

written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

<u>If to City of Augusta:</u>	Augusta, Georgia Attention: <u>Office of the Administrator</u> 535 Telfair Street Augusta, GA 30901
<u>With copy to:</u>	Augusta, Georgia Attention: Hawthorne E. Welcher, Jr., Director Housing and Community Development 510 Fenwick Street Augusta, GA 30901
<u>If to Sub Recipients:</u>	Point to Point Environmental Attention: Mark Faas 1010 Pennsylvania Avenue McDonough, GA. 30253

ARTICLE VIII: GENERAL CONDITIONS

A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that (1) the Contractor does not assume the Grantee's environmental responsibilities and (2) the Contractor does not assume the Grantee's responsibility for initiating the review process. The Contractor also agrees to comply with all other applicable Federal state and local laws, regulations, and policies governing the funds provided under this Agreement. The Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an Independent Contractor.

C. Hold Harmless

The Contractor shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Contractor shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, if applicable.

E. Insurance and Bonding

The Contractor shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash reimbursements/advances from the Grantee.

F. Recognition

The Contractor shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement (i.e. equipment, supplies, printed materials, website development, etc.) shall be prominently labeled as to the funding source (City of Augusta / HUD-CDBG Funds). In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

1. The City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.
2. It is further understood that the City is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Contractor. In the event that the City approves any modification, amendment, or alteration to the funding allocation, the Contractor shall be notified pursuant to Article V and such notification shall constitute an official amendment to this Agreement.
3. It is further agreed that the Contractor will submit to the City within thirty (30) days of the execution of this agreement a complete financial accounting of all its eligible expenses to be paid under this agreement.
4. The Department's Director shall be authorized to approve line item changes to the Contractor's budget as long as such changes do not increase in the grant amount set forth in the "Budget," and remain classified to expenses eligible under the CDBG Program.
5. The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CITY and Contractor.
6. It is further understood that the Contractor shall be allowed only one amendment to this agreement. No amendment will be granted to extend the agreement beyond the established end of grant period.

H. Suspension or Termination

1. In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include, but are not limited to the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of funds provided under this Agreement; or
 - d) Submission by the Contractor to the CITY reports that are incorrect or incomplete in any material respect.
 - e) In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the CITY or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

ARTICLE IX: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Right

1. Compliance

- a) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1996 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Contractor agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Contractor will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.
- c) The Housing for Older Persons Act of 1995 (HOPA): Retained the requirement that housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.

- d) Section 504 of the Rehabilitation Act of 1973: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.

Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

- e) The Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form(I-9).
- f) The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

2. Nondiscrimination

The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable.

B. Fair Housing

The Contractor agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Laney Walker Development Corporation publications and/or advertisements. (24 CFR 570.601).

C. President's Executive Order 11246

1. Approved Plan

The Contractor agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Access to Records

The Contractor shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts

by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Contractor Provisions

The Contractor will include the provisions of Paragraphs VIII.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Contractors or subcontractors.

D. Employment Restrictions

1. Prohibited Activity

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, and lobbying, political patronage and nepotism activities.

2. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 8864 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers, provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located and to low and very low income participants in other HUD programs.

The Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Contractor will not subcontract with any entity where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Environmental Standards

The Contractors agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with the City in complying with the Act and regulations, and that no activities will be undertaken until notified by the City that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Lead-Based Paint

In accordance with Section 92.355 of the CDBG Regulations and Section 570.608 of the CDBG Regulations, the Contractor agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

G. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), the Contractor agrees that CDBG funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

H. Displacement and Relocation

The Contractor agrees to take all reasonable steps to minimize displacement of persons as a result of CDBG assisted activities. Any such activities assisted with CDBG funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

I. Debarred, Suspended or Ineligible Contractor

The Contractor agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by the City.

J. Publicity

Any publicity generated by the Contractor for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and

Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles

K. Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

L. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

M. Compliance with Laws and Permits

The Contractor shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. The Contractor agrees to obtain all necessary permits for intended improvements or activities.

N. Assignment of Contract

The Contractor shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

O. Equal Employment Opportunity

The Contractor agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

P. Conflict of Interest

The Contractor agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by Federal funds.
2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, an Agreement supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any Agreement, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.

Q. Lobbying

The Contractor hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
3. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and Agreements under grants, loans and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

4. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

R. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials, for governmental purposes only.

S. Religious Activities

The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

ARTICLE X. SUSPENSION AND TERMINATION

In the event the Contractor materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE III and EXHIBIT C, the City may withhold payments until the contractors cures any breach of the contract. If the Contractor fails to cure the breach, the City may suspend or terminate the current award of CDBG funds for the project.

Notwithstanding the above, the Contractor shall not be relieved of its liability to the City for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, the City may withhold any payments to the Contractor for the purposes of set off until such time as the exact amount of damages is determined.

In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City can terminate this contract if the Contractor breach this contract or violate any regulatory rules. The City can terminate the contrite in 30 days and call the note due.

Notwithstanding any termination or suspension of this Contract, the contractor shall not be relieved of any duties or obligations imposed under this agreement with respect to CDBG funds previously disbursed or income derived therefrom.

ARTICLE XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE XII. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. The City is not obligated to provide funding of any kind to the Contractor beyond the term of this Contract.

ARTICLE XVI. WAIVER

The City's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XVII: LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVIII. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XIX: WAIVER

The Grantee's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

{Signatures begin on the next page}

ARTICLE XII: COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

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

ATTEST:

AUGUSTA, GEORGIA
(Grantee)

By: _____
Takiyah A. Douse
Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., Director
Housing & Community Development Department

Date: _____

Approved As To Form By: _____
Augusta, GA Law Department

Date: _____

S E A L

Lena J. Bonner
Clerk of Commission

ATTEST:

By: _____
Charles Iner, President/Owner
Point to Point Environmental

Date: _____

By: _____
Mark Faas, CEO
Point to Point Environmental

Date: _____

SEAL

APPENDIX A

Statutes:

1. Environmental Review Federal Related Laws and Authorities listed at 24 CFR 50.4, 58.5, and 58.6.:
 - a. Air Quality-<https://www.hudexchange.info/programs/environmental-review/air-quality/>
 - b. Airport Hazards- <https://www.hudexchange.info/programs/environmental-review/airport-hazards/>
 - c. Coastal Barrier Resources- <https://www.hudexchange.info/programs/environmental-review/coastal-barrier-resources/>
 - d. Coastal Zone Management- <https://www.hudexchange.info/programs/environmental-review/coastal-zone-management/>
 - e. Endangered Species-<https://www.hudexchange.info/programs/environmental-review/endangered-species/>
 - f. Environmental Justice-<https://www.hudexchange.info/programs/environmental-review/environmental-justice/>
 - g. Explosive and Flammable Facilities-<https://www.hudexchange.info/programs/environmental-review/explosive-and-flammable-facilities>
 - h. Farmlands Protection- <https://www.hudexchange.info/programs/environmental-review/farmlands-protection/>
 - i. Flood Insurance- <https://www.hudexchange.info/programs/environmental-review/flood-insurance/>
 - j. Flood Plain Management- <https://www.hudexchange.info/programs/environmental-review/floodplain-management/>
 - k. Noise Abatement and Control- <https://www.hudexchange.info/programs/environmental-review/noise-abatement-and-control/>
 - l. Site Contamination- <https://www.hudexchange.info/programs/environmental-review/site-contamination/>
 - m. Sole Source Aquifers- <https://www.hudexchange.info/programs/environmental-review/sole-source-aquifers/>
 - n. Wetlands Protection- <https://www.hudexchange.info/programs/environmental-review/wetlands-protection/>
 - o. Wild and Scenic Rivers- <https://www.hudexchange.info/programs/environmental-review/wild-and-scenic-rivers/>
2. United State Department of Housing and Urban Development Exchange Environmental Review Website-
<https://www.hudexchange.info/programs/environmental-review/>

“EXHIBIT “A”
CONTRACTOR ACKNOWLEDGEMENT

“Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.” This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

EXHIBIT “B”

E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

EXHIBIT “C”

BASICALLY CDBG MANUAL: CHAPTER 15 ENVIRONMENTAL REVIEW

Provides general information on environmental review. The chapter will provide an overview of the applicable regulations, responsibilities, guidance on classifying the activity and the appropriate level of review. Grantees must consult the regulations (cited within this chapter) and their HUD Environmental Representative for more detailed guidance than this chapter can provide.

EXHIBIT “D”**AUGUSTA GEORGIA HOUSING AND COMMUNITY DEVELOPMENT**
PART 58 ENVIRONMENTAL REVIEW GUIDEBOOK

The guidebook to assist users in the preparation of environmental reviews prepared under HUD’s National Environmental Policy Act (NEPA) implementing regulations of 24 CFR Part 58, and aid users in achieving HUD’s goal of providing a safe, suitable living environment. It is intended to guide the reader through the environmental review process. It explains factors that must be considered, documentation that must be provided, public notice and comment requirements, and the process for obtaining environmental clearances. The guidebook includes HUD recommended templates, worksheets for completing forms, and other guidance, which may be adopted for incorporation into the environmental review record (ERR). This guidebook is not a substitute for the 24 CFR Part 58 regulations. Applicable authorities and regulations take precedence over the information in this guidebook and should be consulted as necessary to achieve full compliance. Additionally, HUD cannot attest to the accuracy of information provided by websites external to HUD. Access to these websites does not constitute an endorsement by HUD, or any of its employees, of the sponsors of the websites or products presented on the websites.

END OF AGREEMENT



CHAPTER 15: ENVIRONMENTAL REVIEW

CHAPTER PURPOSE & CONTENTS

This chapter provides grantees with general information on environmental review. The chapter will provide an overview of the applicable regulations, responsibilities, guidance on classifying the activity and the appropriate level of review. Grantees must consult the regulations (cited within this chapter) and their HUD Environmental Representative for more detailed guidance than this chapter can provide.

SECTION	TOPIC	PAGE
15.1	Overview of Environmental Requirements	15-1

15.1 Overview of the Environmental Requirements

15.1.1 Background and Applicable Regulations

- ✓ The purpose of the environmental review process is to analyze the effect a proposed project will have on the people and the natural environment within a designated project area and the effect the material and social environment may have on a project.
- ✓ Grantees who receive CDBG funds are considered responsible entities and must complete an environmental review of all project activities prior to obligating CDBG funds. This requirement also applies to projects funded with CDBG generated program income.
- ✓ The HUD rules and regulations that govern the environmental review process can be found at 24 CFR Part 58.
- ✓ The provisions of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) regulations in 40 CFR Parts 1500 through 1508 also apply. In addition, a myriad of other Federal and state laws and regulations (some of which are enforced by State agencies) also apply depending upon the type of project and the level of review required.

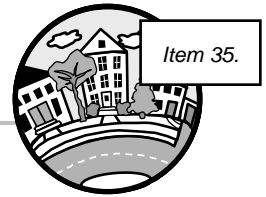


- ✓ The following is a summary of applicable statutory and regulatory cites and other reference materials available from HUD:

Key Topics in This Section	<ul style="list-style-type: none"> ✓ Applicable environmental rules ✓ Legal responsibilities ✓ Triggering actions ✓ Classifying the activity
Regulatory/Statutory Citations	24 CFR Part 58, §570.604 40 CFR Part 1500-1508
Other Reference Materials on This Topic	<ul style="list-style-type: none"> ✓ HUD's Office of Environment and Energy: http://www.hud.gov/offices/cpd/environment/ ✓ HUD's Environmental Review Requirements: http://www.hud.gov/offices/cpd/environment/review/ ✓ HUD's Frequently Asked Environmental Questions and Answers: http://www.hud.gov/offices/cpd/environment/library/ ✓ CPD Notice 02-07

15.1.2 The Responsible Entity & Official Designations

- ✓ Under 24 CFR Part 58, the term “responsible entity” (RE) means the grantee receiving CDBG assistance. The responsible entity must complete the environmental review process. The RE is responsible for ensuring compliance with NEPA and the Federal laws and authorities has been achieved, for issuing the public notification, for submitting the request for release of funds and certification, when required, and for ensuring the Environmental Review Record (ERR) is complete.
- ✓ In order to fulfill its obligations under 24 CFR Part 58, the RE should designate two responsible parties:
- **Certifying Officer:** The responsible entity must designate a Certifying Officer -- the “responsible Federal official” -- to ensure compliance with the National Environmental Policy Act (NEPA) and the Federal laws and authorities cited at section 58.5 has been achieved. This person is the chief elected official, chief executive official, or other official designated by formal resolution of the governing body. The certifying officer must have the authority to assume legal responsibility for certifying that all environmental requirements have been followed. This function may not be assumed by administering agencies or consultants.
 - **Environmental Officer:** The funding recipient should also designate an Environmental Officer. The Environmental Officer is responsible for conducting the environmental review including such tasks as: writing the project narrative, obtaining maps of the project area, soliciting comments from appropriate local, state and federal agencies, and facilitating responses to comments received on the environmental findings.

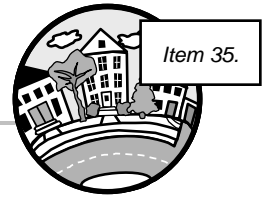


15.1.3 Environmental Review Record

- ✓ Each responsible entity must prepare and maintain a written record of the environmental review undertaken for each project. This written record or file is called the Environmental Review Record (ERR), and it must be available for public review upon request.
- ✓ The ERR shall contain all the environmental review documents, public notices (and proof of their publication), and written determinations or environmental findings required by 24 CFR Part 58 as evidence of review, decision making and actions pertaining to a particular project. The document shall:
 - Describe the project and each of the activities comprising the project, regardless of individual activity funding source; and
 - Evaluate the effects of the project or the activities on the human environment;
 - Document compliance with applicable statutes and authorities; and
 - Record the written determinations and other review findings required by 24 CFR Part 58.
- ✓ The ERR will vary in length and content depending upon the level of review required for the categories of activities.
- ✓ Public comments, concerns and appropriate resolution by the recipient are extremely important and must be fully documented in the ERR.

15.1.4 Actions Triggering Environmental Review and Limitations Pending Clearance

- ✓ According to the NEPA (40 CFR 1500-1508) and Part 58, the responsible entity is required to ensure that environmental information is available before decisions are made and before actions are taken. In order to achieve this objective, Part 58 prohibits the commitment or expenditure of CDBG funds until the environmental review process has been completed and, if required, the grantee receives a release of funds.
 - Grantees may not spend either public or private funds (CDBG, other Federal or non-Federal funds), or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until environmental clearance has been achieved.
 - Grantees must avoid any and all actions that would preclude the selection of alternative choices before a final decision is made – that decision being based upon an understanding of the environmental consequences and actions that can protect, restore and enhance the human environment (i.e., the natural, physical, social and economic environment).
 - Activities that have physical impacts or which limit the choice of alternatives cannot be undertaken, even with the grantee or other project participant's own funds, prior to obtaining environmental clearance.
- ✓ For the purposes of the environmental review process, "commitment of funds" includes:
 - Execution of a legally binding agreement (such as a property purchase or construction contract);
 - Expenditure of CDBG funds;



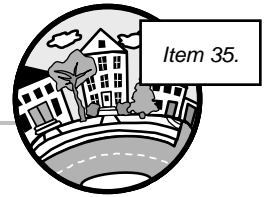
- Use of non-CDBG funds on actions that would have an adverse impact--- e.g., demolition, dredging, filling, excavating; and
- Use of non-CDBG funds on actions that would be “choice limiting”--- e.g., acquisition of real property; leasing property; rehabilitation, demolition, construction of buildings or structures; relocating buildings or structures, conversion of land or buildings/structures.
- ✓ It is acceptable for grantees to execute non-legally binding agreements prior to completion of the environmental review process. A non-legally binding agreement contains stipulations that ensure the project participant does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed.

15.1.5 Classifying the Activity and Conducting the Appropriate Level of Review

- ✓ To begin the environmental review process, funding recipients must first determine the environmental classification of the project. The term “project” can be defined as an activity or group of activities geographically, functionally, or integrally related, regardless of funding source, to be undertaken by the CDBG recipient, subrecipient, or a public or private entity in whole or in part to accomplish a specific objective.
- ✓ If various project activities have different classifications, the recipient must follow the review steps required for the most stringent classification.
- ✓ The four environmental classifications are:
 - Exempt Activities,
 - Categorically Excluded Activities,
 - Activities Requiring an Environment Assessment, or
 - Activities Requiring an Environmental Impact Statement.
- ✓ Regardless of the number of activities associated with a project, a single environmental review is required. Aggregating related activities ensures the recipient adequately addresses and analyzes the separate and combined impacts of a proposed project.

15.1.6 Exempt Activities

- ✓ Certain activities are by their nature highly unlikely to have any direct impact on the environment. Accordingly, these activities are not subject to most of the procedural requirements of environmental review.
- ✓ Listed below are examples which may be exempt from environmental review. For complete details refer to the environmental regulations.
 - Environmental and other studies;
 - Information and financial services;
 - Administrative and management activities;
 - Engineering and design costs;



- Interim assistance (emergency) activities if the assisted activities do not alter environmental conditions and are for temporary or permanent improvements limited to protection, repair or restoration actions necessary only to control or arrest the effects of disasters or imminent threats to public safety or those resulting from physical deterioration;
 - Public service activities that will not have a physical impact or result in any physical changes;
 - Inspections and testing of properties for hazards or defects;
 - Purchase of tools or insurance;
 - Technical assistance or training;
 - Payment of principal and interest on loans made or guaranteed by HUD; and
 - Any of the categorically excluded activities subject to Part 58.5 (as listed in 58.35(a)) provided there are no circumstances which require compliance with any other Federal laws and authorities listed at Part 58.5 of the regulations. Refer to the section below on categorically excluded activities subject to Part 58.5.
- ✓ If a project is determined to be exempt the responsible entity is required to document in writing that the project is exempt and meets the conditions for exemption as spelled out in § 58.34.
 - ✓ In addition to making a written determination of exemption, the RE must also determine whether any of the requirements of 24 CFR Part § 58.6 are applicable and address as appropriate.
 - The requirements at 24 CFR § 58.6 include the Flood Disaster Protection Act; the Coastal Barriers Resources Act; and HUD's requirement for disclosure of properties located in airport runway clear zones.

15.1.7 Categorically Excluded Activities

Categorically Excluded Activities not Subject to 58.5

- ✓ The following activities, listed at 24 CFR Part 58.35(b), have been determined to be categorically excluded from NEPA requirements and are not subject to Section 58.5 compliance determinations.
 - Tenant based rental assistance;
 - Supportive services including but not limited to health care, housing services, permanent housing placement, short term payments for rent/mortgage/utility costs, and assistance in gaining access to local State and Federal government services and services;
 - Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training, recruitment, and other incidental costs;
 - Economic development activities including but not limited to equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;



- Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction such as closing costs, down payment assistance, interest buy downs and similar activities that result in the transfer of title to a property; and
- Affordable housing predevelopment costs with NO physical impact such as legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.
- ✓ To complete environmental requirements for Categorically Excluded projects not Subject to 24 CFR Part § 58.5, the responsible entity must take the following steps:
 - Make a finding of Categorical Exclusion not Subject to § 58.5 and put in the ERR.
 - The ERR must contain a written determination of the RE's finding that a given activity or program is categorically excluded not subject to § 58.5. When these kinds of activities are undertaken, the RE does not have to issue a public notice or submit a request for release of funds (RROF) to HUD.
 - In order to document the finding of categorical exclusion not subject to §58.5. The RE must cite the applicable subsection of § 58.35(b), identify and describe the specific activity or activities, and provide information about the estimated amount of CDBG or other funds to be used.
 - Carry out any applicable requirements of 24 CFR Part § 58.6 and document the ERR as appropriate.
 - The RE must determine whether the activity triggers any of the other requirements at 24 CFR 58.6, which are: the Flood Disaster Protection Act; the Coastal Barriers Resources Act; and HUD's requirement for disclosure of properties located in airport runway clear zones.

Categorically Excluded Activities Subject to 58.5

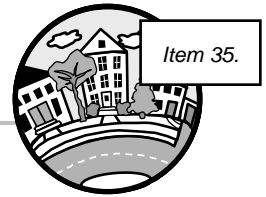
- ✓ The list of categorically excluded activities is found at 24 CFR Part 58.35. While the activities listed in 58.35(a) are categorically excluded from NEPA requirements, the grantee must nevertheless demonstrate compliance with the laws, authorities and Executive Orders listed in 58.5.
- ✓ The following are categorically excluded activities subject to 58.5:
 - Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size, or capacity of more than 20 percent.
 - Special projects directed toward the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and disabled persons.
 - Rehabilitation of buildings and improvements when the following conditions are met:
 - For residential properties with one to four units:
 - The density is not increased beyond four units;
 - The land use is not changed; and



- If the building is located in a floodplain or in a wetland, the footprint of the building is not increased.
- For multi-family residential buildings (with more than four units):
 - Unit density is not changed more than 20 percent;
 - The project does not involve changes in land use from residential to non-residential; and
 - The estimated cost of rehabilitation is less than 75 percent of the total estimated replacement cost after rehabilitation.
- For non-residential structures including commercial, industrial and public buildings:
 - The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and
 - The activity does not involve a change in land use, e.g. from commercial to industrial, from non-residential to residential, or from one industrial use to another.
- An individual action on up to four-family dwelling where there is a maximum of four units on any one site. *“Individual action”* refers to new construction, development, demolition, acquisition, disposition or refinancing (does not include rehabilitation which is covered previously). The units can be four one-unit buildings or one four-unit building or any combination in between;
- An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site;
- Acquisition (including leasing) or disposition of or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.
- Combinations of the above activities.
- ✓ The ERR must contain a written determination of the RE’s finding that a given activity or program is categorically excluded subject to § 58.5. This determination should:
 - Include a description of the project (including all the related activities, even though HOME funds may not be used for all of them);
 - Cite the applicable subsection of § 58.35(a);
 - Provide the total estimated project cost; and
 - Provide written documentation as to whether or not there were any circumstances which required compliance with any of the Federal laws and authorities cited in §58.5.

The RE must use the HUD recommended Statutory Checklist, or an equivalent format, to document its environmental findings. (Contact the HUD Environmental Representative for a copy of the most current version of the checklist and instructions for its completion. Information regarding the HUD Field Office Environmental Representative for your state or local community can be found at:

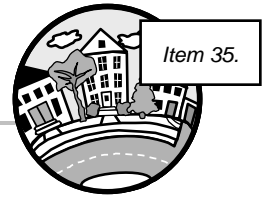
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/contact/localcontacts



- ✓ The RE's documentation must support its determinations related to compliance with the Federal laws and authorities cited in §58.5, including correspondence with the applicable agencies having jurisdiction over the various areas on the checklist.
- ✓ Upon completion of the checklist, the RE will make one of three environmental findings:
 - The project converts to exempt [§ 58.34(a)(12)];
 - The project invokes compliance with one or more of the laws and/or authorities and, therefore, requires public notification and approval from HUD; or
 - The unusual circumstances of the project may result in a significant environmental impact and, therefore, compliance with NEPA is required.
- ✓ If upon completing the Statutory Checklist, the RE determines compliance is required for one or more of the Federal laws and authorities listed in § 58.5, then the RE must publish or post a public notification known as the Notice of Intent to Request Release of Funds (NOI/RROF).
- ✓ After the seven-day comment period has elapsed, the responsible entity must prepare the Request for Release of Funds (RROF) and Environmental Certification. The Environmental Certification certifies that the RE is in compliance with all the environmental review requirements. The RROF and Certification must be signed by the Certifying Officer and submitted to HUD. The RE must receive the release of funds from HUD before proceeding forward with the project.

15.1.8 Activities Requiring an Environmental Assessment

- ✓ Activities which are neither exempt nor categorically excluded (under either category) will require an environmental assessment (EA) documenting compliance with NEPA, HUD and with the environmental requirements of other applicable Federal laws.
- ✓ The responsible entity must take the following steps to complete environmental requirements for projects requiring an environmental assessment:
 - Complete the Modified Format II: Environmental Assessment form completely. The responsible entity must ensure that reliable documentation sources are cited for every item on this assessment checklist. The grantee's HUD Environmental Representative can provide detailed guidance on the Modified Format II, including appropriate documentation for each area of the checklists.
 - Once the Format II has been completed, including consultation with applicable agencies and persons, the grantee must make a determination as to whether the project will or will not have a significant impact on the environment. This can be done once the review has been completed and any comments have been addressed appropriately. The Responsible Entity must select one of the following two findings/determinations:
 - The project is not an action that significantly affects the quality of the human environment and, therefore, does not require the preparation of an environmental impact statement; or
 - The project is an action that significantly affects the quality of the human environment and, therefore, requires the preparation of an environmental impact statement. Both the finding and the environmental assessment must be signed by your environmental certifying officer and included in the ERR.



- ✓ In most instances, the environmental assessment will result in a finding that the project is not an action that significantly affects the quality of the environment and, therefore, does not require an environmental impact statement. If this is the case, the responsible entity must complete the following:
 - Publish and distribute a public notice called a Combined/Concurrent Notice of Finding of No Significant Impact (FONSI) and Notice of Intent to Request Release of Funds (NOI/RROF).
 - The RROF and Environmental Certification must be submitted to HUD no sooner than 16 days after publishing the combined/concurrent notice. The Certification must be signed by the Certifying Officer of the jurisdiction.
 - HUD must hold the Release of Funds for a 15-day period to allow for public comment. If no comments are received during this time, HUD will send back a signed Release of Funds and the project may proceed.
- ✓ If the environmental assessment will result in a finding that the project will significantly affect the environment and, therefore, requires an environmental impact statement, the grantee should contact its HUD Environmental Representative for guidance.

15.1.9 Environmental Impact Statement

- ✓ An Environmental Impact Statement (EIS) details the recipient's final analyses and conclusions, according to NEPA, related to potential significant environmental impact of the project. Recipients must follow prescribed steps in the course of preparation, filing and review of an Environmental Impact Statement (See 24 CFR 58, Subpart G, and 40 CFR 1500-1508).
- ✓ An EIS may be required when:
 - The project is so large that it triggers density thresholds, and common sense suggests it may have a substantial environmental impact.
 - A Finding of Significant Impact (FOSI) is found as a result of completing an environmental assessment for the project.
 - Preparation of an EIS is mandatory if the project meets any of these requirements below:
 - Any project to provide a site or sites for hospitals and nursing homes with a total of at least 2,500 beds.
 - Any project to remove, destroy, convert or substantially rehabilitate at least 2,500 existing housing units.
 - Any project to construct, install or provide sites for at least 2,500 housing units.
 - Any project to provide water and sewer capacity for at least 2,500 housing units.
 - Any project that exceeds the 2,500-unit threshold for nonresidential housing construction.
- ✓ EISs are very rare under the CDBG program. Contact your HUD Environmental Officer if there is any indication an EIS may be necessary. Information regarding the HUD Field Office Environmental Representative for your state or local community can be found at:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/cont_act/localcontacts



Commission Meeting

August 15, 2023

HCD_ Agreement for Lead Hazard Reduction Program Instructor Service Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve HCD's request to enter into a service agreement with The Environmental Institute for one (1) Instructor to administer a Lead Worker and Renovation, Repair, and Paint (RRP) course. (Approved by Administrative Services Committee August 8, 2023)
Background:	<p>On October 5, 2022, the U.S. Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes awarded \$3,960,000.00 million to Augusta, Georgia as part of the record investment of \$126 million nationwide to 26 state and local government agencies, that will help protect Augusta children and families from lead-based paint and home health hazards. The LGHR grants include \$3,960,000.00 in Lead Based Paint Hazard Reduction grant program funding and \$400,000.00 in HUD's Healthy Homes Supplemental funding. The Lead Based Paint Hazard Reduction Program grants include \$13,051,392 million nationwide in HUD's Healthy Homes Supplemental funding to help communities address housing-related health and safety hazards, in addition to lead-based paint hazards.</p> <p>Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood lead levels above safe limits, mostly due to exposure to lead-based paint hazards</p> <p>The federally funded HUD based Lead Hazard Reduction Grant aims to reduce these Augusta numbers. Through the administration of these funds HCD will remediate 90 properties furthering the enhancement and stabilization Augusta's housing stock.</p>
Analysis:	<p>Augusta is required by The Office of Lead Hazard Control and Healthy Homes to provide local training and certifications in Lead Worker and Renovation, Repair, and Paint (RRP) aimed to grow the skills of the local work force and increase the pool of applicants that can participate on the upcoming lead-based</p>

paint hazard reduction projects as part of the Lead Hazard Reduction. Through a competitive selection process, HCD requests to enter into an agreement with The Environmental Institute (TEI) to instruct both the Lead Worker and the RRP classes. TEI has been providing quality environmental training since 1988 and is considered a leader in this arena. TEI has Georgia DNR/EPD Accreditation Certificates for both their Lead Worker and RRP courses.

Financial Impact:

HCD utilizes CDBG funds
Contractor Amount: \$14,000
Contractor: The Environmental Institute

Alternatives:

Deny HCD's request

Recommendation:

Motion to approve HCD's request to enter into a service agreement with The Environmental Institute for one (1) Instructor to administer a Lead Worker and Renovation, Repair, and Paint (RRP) course.

Funds are available in the following accounts:

Funding: CDBG 221073211/5211119

**REVIEWED AND
APPROVED BY:**

Procurement
Finance
Law
Administrator
Clerk of Commission

AGREEMENT
 Between
AUGUSTA, GEORGIA
C/O
HOUSING AND COMMUNITY DEVELOPMENT
 And
THE ENVIRONMENTAL INSTITUTE
 For
LEAD BASE PAINT HAZARD REDUCTION GRANT FUNDS
COURSE INSTRUCTOR

FUNDED BY
UNITED STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Agreement is made and entered into this **[Insert Date]** day of **[Insert Month, Year]**, by and between Augusta, Georgia, c/o the Housing and Community Development Department (hereinafter referred to as “City”), by and through the Augusta-Richmond County Commission, as the Implementer of the Housing Urban Development Lead Base Paint Hazard Reduction Grant Program and The Environmental Institute (hereinafter referred to as the “Contractor”).

WHEREAS, City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HUD Act), Public Law 93-383; and WHEREAS, the City wishes to engage the Contractor to assist the City in utilizing such funds;

WHEREAS, the City desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Grant Program:

NOW, THEREFORE, it is agreed between the parties hereto as follows:

ARTICLE I. DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

The Lead-based Paint Hazard Control Grant (LBPHG) Program or “Program”

The term “Lead-based Paint Hazard Control Grant (CDBG) Program”, or “Program” shall mean that program administered by the Housing and Community Development Department of the City and funded by the Lead Base Paint Hazard Reduction Grant applied for by the City and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term “Department” shall mean the Housing and Community Development Department of the City.

Grantee

The term “City” shall mean Augusta, Georgia.

HUD

The term “HUD” shall mean the U. S. Department of Housing and Urban Development.

Project

The term “Project” shall mean the project of projects set forth in Article III hereto entitled “Scope of Services and Timetable.”

Low and Moderate Income Household

The term “Low and Moderate Income Household” shall mean a household having an income equal to or less than the Section 8 low income limit established by HUD.

Low and Moderate Income Person

The term “Low and Moderate Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low income limit established by HUD (80% of Area Median Income). Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

ARTICLE II. PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties’ essential elements of the mutual considerations upon which this Agreement is based.

- A. Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Augusta through citizen participation workshops, the Mayor and Commission determined the needs and priorities of community development in the City.
- B. Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in City’s CDBG submission to HUD, referred to as the Annual Plan. The City determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:
 1. Activities benefiting low and moderate income persons;
 2. Activities which aid in the prevention or elimination of slum and/or blight; and/or,
 3. Activities designed to meet community development needs having a particular urgency.

The City has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

- C. Under the Rules and Regulations of HUD, the City is administrator for the Program, and is mandated to comply with various states, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside in the City of Augusta.
- D. The City is desirous of disbursing the funds to the Contractor for use in the Project. However, as administrator for the Program, the City desires to obtain the assurance from the Contractor that it will

comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the City relating to the Project and the Program, as a condition precedent to the release of such funds to the Contractor.

ARTICLE III. PROJECT INFORMATION

The City agrees to make available, to the Contractor an amount not to exceed Fourteen thousand dollars-\$14,000 to implement the following activities(s) through the following scope of services:

- A. **EMPLOYMENT.** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.
- B. **SCOPE OF SERVICES.** The Contractor agrees to provide reporting information and supporting documentation to show the administration quality in-depth, on-site customized Environmental Review Services the City staff, as follows:

Agencies must:

- Instructor must offer courses that are consistent with the abatement regulations.
- Give certifiable classes for RRP and Lead Worker to support Lead Grant Hazard Program Grant.
- Training provider may use the model training course materials as is or may customize the materials for their needs.
- Instructor must provide all manuals
- Instructor must show that they have given multiple classes as an instructor approval EPA approval.

Completing the form

- Provide the specific information requested. To give your application the best chance for success, read the questions carefully and be certain to provide the answers or data requested.
- Use the checklist to make sure that your application is complete. Include all required documents listed on the final page of this application.

Failure to provide reporting information and supporting documentation as requested by the THE CITY shall result in the sub recipient being in violation of the terms of this agreement. THE CITY reserves the right to forward the sub recipient's Agreement to the Augusta, Georgia Legal.

ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT

The Contractor shall only be paid for services rendered under this agreement from funds allowed by the for administrative costs under the provisions of the grant awarded to the City. Payment will be made only on approval of the Contractor.

The total amount of costs to be paid under this contract for program administration shall not exceed Fourteen Thousand Dollars (\$14,000). The Contractor may not incur any costs in excess of this amount (except at its own risk) without the approval of the City. The Contractor will only be paid for the time and effort needed to complete the actual scope of services required for this project; which may be less than the total amount above.

The Contractor shall submit invoices to the City for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s), Scope of Services for payment according to the appropriate method listed below:

- a) **Cost Reimbursement:** For tasks lacking a definable work product and/or the Contractor will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for

contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.

- b) Lump Sum Price: For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.
- c) Unit Price: For tasks with a definable work product but the quantity is uncertain and the contractor assumes the risk for all costs: a unit price times the number of units completed for each billing. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price listed in Part III Payment Schedule.

ARTICLE V. PERFORMANCE

The services of the Contractor shall commence on _____, _____, and shall end on _____, _____. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the Contractor has received notification of final close out from the City.

Failure to provide reporting information and supporting documentation as requested by the City shall result in the Contractor being in violation of the terms of this agreement. City reserves the right to forward the sub recipient's Agreement to the Augusta, Georgia Legal.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by the City. No charge will be made to the Contractor for such information, and the City will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this contract.

Retention of and Access to Records

Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, the U.S. General Accounting Office, the or other pertinent party to CDBG Grant shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the City pertaining to the receipt and administration of the City's CDBG Program Funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

Financial records, supporting documents, statistical records, and all other records pertinent to this project shall be retained in separate records and for a minimum of three years after receipt of a Certificate of Completion.

The above requirements shall apply to all sub-grantees, contractors, and subcontractors who enter into contracts or agreements with the City.

ARTICLE VI. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by the City and the Contractor (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article ____: Suspension and Termination.

ARTICLE VII. NOTICES

Contractor and the CITY agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

If to City of Augusta:

Augusta, Georgia
Attention: Office of the Administrator
535 Telfair Street
Augusta, GA 30901

With copy to:

Augusta, Georgia
Attention: Hawthorne E. Welcher, Jr., Director
Housing and Community Development
510 Fenwick Street
Augusta, GA 30901

ARTICLE VIII: GENERAL CONDITIONS

A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that (1) the Contractor does not assume the Grantee's environmental responsibilities and (2) the Contractor does not assume the Grantee's responsibility for initiating the review process. The Contractor also agrees to comply with all other applicable Federal state and local laws, regulations, and policies governing the funds provided under this

Agreement. The Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an Independent Contractor.

C. Hold Harmless

The Contractor shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Contractor shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, if applicable.

E. Insurance and Bonding

The Contractor shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash reimbursements/advances from the Grantee.

F. Recognition

The Contractor shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement (i.e. equipment, supplies, printed materials, website development, etc.) shall be prominently labeled as to the funding source (City of Augusta / HUD-CDBG Funds). In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

1. The City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.
2. It is further understood that the City is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Contractor. In the event that the City approves any modification, amendment, or alteration to the funding allocation, the Contractor shall be notified pursuant to Article V and such notification shall constitute an official amendment to this Agreement.
3. It is further agreed that the Contractor will submit to the City within thirty (30) days of the execution of this agreement a complete financial accounting of all its eligible expenses to be paid under this agreement.

4. The Department's Director shall be authorized to approve line item changes to the Contractor's budget as long as such changes do not increase in the grant amount set forth in the "Budget," and remain classified to expenses eligible under the CDBG Program.
5. The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CITY and Contractor.
6. It is further understood that the Contractor shall be allowed only one amendment to this agreement. No amendment will be granted to extend the agreement beyond the established end of grant period.

H. Suspension or Termination

1. In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include, but are not limited to the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of funds provided under this Agreement; or
 - d) Submission by the Contractor to the CITY reports that are incorrect or incomplete in any material respect.
 - e) In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the CITY or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

ARTICLE IX: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Right

1. Compliance

- a) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

- b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Contractor agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Contractor will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.
- c) The Housing for Older Persons Act of 1995 (HOPA): Retained the requirement that housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- d) Section 504 of the Rehabilitation Act of 1973: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- e) The Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form(I-9).
- f) The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

2. Nondiscrimination

The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable.

B. Fair Housing

The Contractor agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Laney Walker Development Corporation publications and/or advertisements. (24 CFR 570.601).

C. President's Executive Order 11246

1. Approved Plan

The Contractor agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Access to Records

The Contractor shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Contractor Provisions

The Contractor will include the provisions of Paragraphs VIII.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Contractors or subcontractors.

D. Employment Restrictions

1. Prohibited Activity

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, and lobbying, political patronage and nepotism activities.

2. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 8864 *et seq.*) and its implementing

regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers, provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Contractor further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement.

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located.”

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which

the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located and to low and very low income participants in other HUD programs.

The Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Contractor will not subcontract with any entity where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Environmental Standards

The Contractors agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with the City in complying with the Act and regulations, and that no activities will be undertaken until notified by the City that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Lead-Based Paint

In accordance with Section 92.355 of the CDBG Regulations and Section 570.608 of the CDBG Regulations, the Contractor agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

G. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), the Contractor agrees that CDBG funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

H. Displacement and Relocation

The Contractor agrees to take all reasonable steps to minimize displacement of persons as a result of CDBG assisted activities. Any such activities assisted with CDBG funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

I. Debarred, Suspended or Ineligible Contractor

The Contractor agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by the City.

J. Publicity

Any publicity generated by the Contractor for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles

K. Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

L. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

M. Compliance with Laws and Permits

The Contractor shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. The Contractor agrees to obtain all necessary permits for intended improvements or activities.

N. Assignment of Contract

The Contractor shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

O. Equal Employment Opportunity

The Contractor agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

P. Conflict of Interest

The Contractor agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by Federal funds.
2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, an Agreement supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any Agreement, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.

Q. Lobbying

The Contractor hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
3. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and Agreements under grants, loans and cooperative agreements) and that all Contractors shall certify and disclose accordingly.
4. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

R. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials, for governmental purposes only.

S. Religious Activities

The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

ARTICLE X. SUSPENSION AND TERMINATION

In the event the Contractor materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE III and EXHIBIT C, the City may withhold payments until the contractors cures any breach of the contract. If the Contractor fails to cure the breach, the City may suspend or terminate the current award of CDBG funds for the project.

Notwithstanding the above, the Contractor shall not be relieved of its liability to the City for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, the City may withhold any payments to the Contractor for the purposes of set off until such time as the exact amount of damages is determined.

In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City can terminate this contract if the Contractor breach this contract or violate any regulatory rules. The City can terminate the contrite in 30 days and call the note due.

Notwithstanding any termination or suspension of this Contract, the contractor shall not be relieved of any duties or obligations imposed under this agreement with respect to CDBG funds previously disbursed or income derived therefrom.

ARTICLE XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE XII. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior

representations or agreements whether oral or written. The City is not obligated to provide funding of any kind to the Contractor beyond the term of this Contract.

ARTICLE XVI. WAIVER

The City's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XVII: LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVIII. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XIX: WAIVER

The Grantee's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

{Signatures begin on the next page}

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

ATTEST:

AUGUSTA, GEORGIA
(Grantee)

By: _____
Takiyah Douce
Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., Director
Housing & Community Development Department

Date: _____

Approved As To Form By: _____
Augusta, GA Law Department

Date: _____

S E A L

Lena J. Bonner
Clerk of Commission

ATTEST:

Insert Name of Business
Contractor

By: _____
Sandra Fry, Owner

Date: _____

By: _____
ENTER BUSINESS OWNERS NAME

Date: _____

SEAL

“EXHIBIT “A”
CONTRACTOR ACKNOWLEDGEMENT

“Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.” This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

EXHIBIT “B”

E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

END OF AGREEMENT



Commission Meeting

August 15, 2023

Environmental Justice Ordinance

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve tasking the Administrator with scheduling a work session to explore the creation of an environmental justice ordinance with necessary staff and associated parties participating and to bring back a report at the second committee meeting in September. (Approved by Administrative Services Committee August 8, 2023)
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

Importance of Environmental Justice Statement

At its core, environmental justice represents the pursuit of fairness, equity, and inclusivity in the distribution of environmental burdens and benefits among all individuals and communities, irrespective of their race, ethnicity, socio-economic status, or geographical location.

ARTICLE 16: SPECIAL USE PERMITS

Section 16.1. Authority

Special Use Permits may be authorized, as prescribed herein and as expressly permitted as a Special Use within a particular Zoning District, by the Board of Commissioners after notice as provided herein and holding a Public Hearing and after receiving a recommendation from the Planning Commission. The Board of Commissioners reserves the authority to deny any request or to impose conditions on a use as deemed appropriate to protect the general health, safety and welfare.

Section 16.2. Minimum Parcel Size

No tract or parcel of land shall be considered for a Special Use Permit that has an area, width or road frontage less than the minimum required-area, width or road frontage for the Zoning District of the property.

Section 16.3. Planning Commission Review

No application for a Special Use Permit shall become effective unless it has been first submitted to the Planning Commission for review and recommendation at a Public Hearing.

Section 16.4. Who May Initiate a Special Use Permit Application

Applications for a Special Use Permit may be initiated by petition of the property owner of record of said property, the owner's agent of said property with the owner's written consent, or by a contract purchaser of said property with the owner's written consent.

Section 16.5. Procedure for Consideration of a Special Use Permit

- 16.5.1 An application for a Special Use Permit shall be filed with the Zoning Administrator, containing at a minimum the information required by this Ordinance under Section 16.8

of this Article, at least seventeen (17) working days in advance of the next regularly scheduled Public Hearing of the Planning Commission.

- 16.5.2 Upon the filing of said application, the Zoning Administrator shall schedule Public Hearings upon said application for review and recommendation by the Planning Commission, and for final action by the Board of Commissioners.
- 16.5.3 The Zoning Administrator shall cause to be published, at least fifteen (15), but not more than forty-five (45) days, prior to the date of the Public Hearings, within a newspaper of general circulation within the territorial boundaries of Augusta Richmond County, a Public Notice of the Public Hearings, a link on the Augusta Richmond County planning and zoning site listing the proposal and affiliated documents, and at least one social media push through Augusta, GA social media sites.
- 16.5.4 The Zoning Administrator shall place, or cause to be placed on the subject property, a Public Notice Sign in a conspicuous location on each road frontage not less than fifteen (15) days prior to the date of the Public Hearings.
- 16.5.5 The applicant and any interested party shall have a reasonable opportunity during normal business hours to examine the application and any other information that has been submitted concerning a proposed use(s). The Zoning Administrator may also choose to post these materials online.
- 16.5.56 The Planning Commission shall hold a Public Hearing, as duly advertised, to consider the application. Any interested party may submit information, comments, or questions relating to the proposed use(s) or effects of the proposed use(s) on the community to the Planning Commission either before or during the Public Hearing. The Planning Commission shall consider all information, comments, and questions received relating to the proposed use(s) and shall recommend, at the Public Hearing, either approval, approval with modifications, or denial of the application to the Board of Commissioners. The Zoning Administrator shall submit the findings and recommendation of the Planning Commission to the Board of Commissioners within seven (7) days after the Public Hearing. If an application is tabled by the Planning Commission at their Public Hearing, and the Planning Commission fails to submit a recommendation to the Board of Commissioners within thirty (30) days of the first Public Hearing, it shall be deemed to have given a recommendation of “no comment” upon the application.
- 16.5.67 The Board of Commissioners shall hold a Public Hearing, as duly advertised, to consider the application. The Board of Commissioners shall consider the recommendations and findings of the Planning Commission, including specific conditions of approval, and any additional evidence that the applicant or any interested party wishes to present at the Public Hearing. The Board of Commissioners may adopt

the Special Use Permit application as presented, adopt the Special Use Permit application with modifications, deny the Special Use Permit application in whole or in part, or table the Special Use Permit application.

- 16.5.78 The Board of Commissioners may place any reasonable conditions or stipulations upon the proposed Special Use Permit as deemed necessary (such as hours of operation, parking, maximum building size, outside displays, etc.) to further insure the orderly operation of the proposed use(s) and their compatibility with the surrounding properties and to protect the general health, safety and welfare.
- 16.5.89 If new relevant information was unavailable to the Planning Commission at the time of its deliberation, the Board of Commissioners may, at their discretion, return the application to the Planning Commission for reconsideration.
- 16.5.910 The decision rendered by the Board of Commissioners regarding the proposed Special Use Permit shall be deemed to be the final action on the application.
- 16.5.4011 No amendment, supplement, change or repeal of the final action by the Board of Commissioners shall become effective unless said amendment, supplement, change or repeal is approved after a Public Hearing.

Section 16.6. Content of Required Published Public Notice

- 16.6.1 The Published Public Notice shall contain the time, date, place and purpose of the Public Hearing.
- 16.6.2 The Published Public Notice shall also contain the location, the present Zoning District designation, ~~and the Special Use proposed for the subject property,~~ and where the public may view the permit application and related materials.

Section 16.7. Content of Required Public Notice Sign

The Public Notice Sign required to be placed on the subject property by this Ordinance shall contain the same information stated in Section 16.6. of this Article. Said sign shall be at least six (6) square feet in area.

Section 16.8. Documents Required for Submitting an Application for a Special Use Permit

All applications for a Special Use Permit shall be filed with the Zoning Administrator and shall be accompanied by, at a minimum, the following items:

- 16.8.1 An application form as available from the Zoning Administrator, complete in all respects.

- 16.8.2 An application fee as required by the Board of Commissioners to cover administrative and advertising costs.
- 16.8.3 A legal description of the subject property.
- 16.8.4 A site plan drawn to scale, showing the location of the proposed use(s) or structure(s) and their relationship to existing adjacent uses or structures, the area and dimensions of the site, proposed screening and landscaping, height of " building(s), setbacks, access, location and number of parking and loading spaces, location of all existing or proposed utilities, whether public or private, and any pertinent information that the Planning Commission and/or the Board of Commissioners may require.
- 16.8.5 A narrative statement from the applicant describing the proposed use of the property and addressing each of the standards set forth in this Ordinance under Section 16.9 of this Article.
- 16.8.6 Verification that all current ad valorem taxes for real and personal property where the special use permit is sought or where such personal property is currently located are paid in full.
- 16.8.7 As to any Special Use Permit Applications for Airports, Radio, Telephone, Television & Microwave Broadcasting Towers, Solar Farms, and/or Mining Operations, a Community Impact Assessment containing the information set forth in this Ordinance under Section 16.10 of this Article, provided, however, that this item is not required if no residences exist within a two-mile radius of the proposed use(s) when the application is submitted.
- 16.8.8 If the permit applicant fails to submit all of the items set forth in this Section, complete in all respects, the application shall be deemed incomplete.

Section 16.9. Review Standards

The Board of Commissioners and the Planning Commission find that the following Review Standards are relevant in balancing the interest in promoting the public health, safety, morals, convenience, order or general welfare against the right to unrestricted use of property and shall govern the exercise of the power to adopt or deny a Special Use Permit:

- 16.9.1 Whether a proposed Special Use Permit will permit a use that is suitable in view of the use and development of adjacent property.
- 16.9.2 Whether a proposed Special Use Permit change will adversely affect the existing use or usability of adjacent or nearby property.

- 16.9.3 Whether the property to be affected by a proposed Special Use Permit has a reasonable economic use as currently designated.
- 16.9.4 Whether the proposed Special Use Permit will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.
- 16.9.5 Whether the proposed Special Use Permit is in conformity with the policy and intent of the Land Use Plan.
- 16.9.6 Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed Special Use Permit.
- 16.9.7 Whether the proposed Special Use Permit will result in a use that will or could negatively impact the health or environment of the surrounding community, based upon the information contained in the Community Impact Assessment, if required.

Section 16.10. Community Impact Assessment

Each Community Impact Assessment shall include the following information:

- 16.10.1 Permits. List all permits and approvals needed for the proposed use(s) from the United States Environmental Protection Agency, the United States Army Corps of Engineers, and/or the Georgia Environmental Protection Division and provide copies of any such permits already obtained.
- 16.10.2 Pre-existing Environmental Conditions Description. To the extent such information is publicly available, identify pre-existing environmental conditions within a two-mile radius of the proposed use(s) site, including the name and location of properties in that area with air pollution emission permits or wastewater discharge permits from the federal or state government, the name and location of known contaminated sites (e.g., listed as a federal Superfund site or on the State's Hazardous Site Inventory), the name and location of properties storing or using toxic chemicals, and any other known sources of pollution. Information on these sites may be obtained from federal or state databases such as those created or maintained by the United States Environmental Protection Agency or the Georgia Environmental Protection Division.
- 16.10.3 Environmental Impact Description. The applicant shall provide the following information on the environmental impacts of the proposed use(s), regardless of whether a permit is required, to the extent such information is available or can be readily obtained:

- a) Air Pollution: List tons per year of all Criteria Pollutants and Hazardous Air Pollutants. Include maximum permitted tons per year and anticipated actual tons per year.
- b) Water Pollution: Identify all pollutants that may be discharged into a water of the State from the construction and operation of the proposed use(s) on the property.
- c) Waterbodies: Identify all lakes, perennial streams, and flood zones located within a two-mile radius of the proposed use(s) and provide a map or maps showing the location of these waterbodies and flood zones. Identify waterways deemed impaired by the State of Georgia or the State of South Carolina.
- d) Stormwater Retention & Discharge: Provide a brief narrative summary of on-site stormwater capture, including total volume to be controlled, and sewer and stormwater discharge, including total volume to be discharged and onsite treatment technology.
- e) Water Use: Provide an estimate of the volume of water to be used annually for operations.
- f) Drinking Water Intakes: Identify any drinking water intakes, drinking water treatment facilities or ground water recharge zones located within a 2 mile radius of the site
- g) Energy Use: Provide an estimate of kilowatt hours of energy to be used annually for operations.
- h) Hazardous or Toxic Materials: List any substance used or stored on-site that must be registered with either the state or a local emergency responder office pursuant to state or federal law such as the Toxics Release Inventory, and provide the name and estimated quantity of any such substance.
- i) Truck Trips: Provide an estimate of the number of truck trips per day anticipated during normal operations. Indicate if trucks will be owned or contracted.
- j) Fuel Use: List the type of fuel to be used for heating, cooling, and operations (e.g. heating oil, natural gas, solar, etc.).
- k) Nuisance Issues: Provide a brief description of both projected impact of and plans to avoid, minimize, and control dust, noise, light, odors, and vibrations.

16.10.4 Vulnerable Populations. Identify the location of vulnerable populations within a two-mile radius of the proposed use(s), including schools, daycares, affordable housing developments, and senior centers.

- 16.10.5 Historic and Sites of Cultural Significance: Identify the location of any registered historical sites or sites of cultural significance located within a 2 mile radius of the site
- 16.10.6 Socioeconomic and Demographic Data. Provide publicly available data on socioeconomic conditions of residents living within two mile of the proposed use(s), including race, income, poverty, unemployment, and age, including information on the number and location of residents over 64 and under five years old. This information may be obtained from sources such as the U.S. Environmental Protection Agency's EJSCREEN Tool.
- 16.10.7 Public Health Data. Provide publicly available health data of residents living within two mile of the proposed use(s), including rates of cancer, respiratory disease, low infant birth weight, and cardiovascular disease. This information may be obtained from sources such as the U.S. Environmental Protection Agency's EJSCREEN Tool.
- 16.10.8 Quality of Life and Public Health Protection Measures. Describe plans to avoid, minimize, and mitigate any pollution emissions or environmental impacts both during construction and during operation, if any. Such efforts may include but are not limited to pollution reduction technologies, green infrastructure, energy efficiency or renewable energy elements, waste minimization, water conservation measures, and tree canopy expansion or vegetative buffers.
- 16.10.9 Public Engagement. Describe efforts undertaken by the applicant prior to applying for a Special Use Permit to inform or engage the residents and businesses in the vicinity of the proposed project, if any.
- 16.10.10 Alternatives. List reasonable alternatives to the proposed use(s), including alternative project sites.
- 16.10.11 Risks to FAA or Military Operations. Describe efforts undertaken by the applicant prior to applying for a Special Use Permit to identify and mitigate any issues that your operation might have on FAA or military operations within a 10 mile radius of the proposed project

Section 16.11. Reapplication Time Requirement

If an application for a Special Use Permit is denied by the Board of Commissioners, no application or reapplication for a Special Use Permit may be considered on the same property by the Board of Commissioners until the expiration of at least six (6) months immediately following the denial action of the application by the Board of Commissioners has occurred.

Section 16.12. Appellate Procedure

Any person or persons, who may have a substantial interest in any decision of the Board of Commissioners, may appeal said final decision to the Superior Court of August Richmond County, Georgia. Such appeal shall be filed with the Clerk of said court by filing a notice of appeal in writing setting forth plainly, fully and distinctly wherein such decision is contrary to law. Such notice of appeal shall be filed within thirty (30) days after the decision of the Board of Commissioners is rendered. A copy of the notice of appeal shall be served on the County Clerk. Upon the filing of a notice of appeal, the Clerk of the August Richmond County Superior Court shall give immediate notice thereof to the County Clerk and within thirty (30) days from the time of such notice, shall file with said Clerk of Superior Court, a duly certified copy of the minutes of the proceedings of the Board of Commissioners Public Hearing and the decision reached by the Board of Commissioners.

Section 16.13. Expiration of Special Use Permit

Once established, a Special Use Permit shall be in continuous operation. A Special Use Permit shall expire under the following circumstances:

- 16.13.1 If operations or construction has not commenced within twelve (12) months of the date of approval by the Board of Commissioners.
- 16.13.2 If operations have ceased for a period of twelve (12) months.

Section 16.14. Authority to Place Testimony Under Oath

The Planning Commission has the authority to place any or all testimony under oath and any perjury is subject to the penalties of the Superior Court of August Richmond County.

Section 16.15. Compliance with Plans

All property approved for a Special Use Permit shall be developed in general accordance with any development plans submitted to the Planning Commission.



Commission Meeting

August 15, 2023

GICH Application

Department:	N/A
Presenter:	N/A
Caption:	Motion to ratify the submission of the GICH Application on behalf of the Augusta by the Housing and Community Development Department.
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



Thank you for applying for the Georgia Initiative for Community Housing. We look forward to reviewing your application.

Written Application

Questions 1- 2: Provide the name and address of the organization applying for participation. The applicant organization should be the lead agency/fiscal agent for the Community Housing Team. The applicant organization must be a City or County government or public housing authority.

Questions 3-8: Provide the name and contact information of the primary person (line 3-5) and the secondary person (lines 6-8) that will be the contact for activities of the Community Housing Team and questions about the application.

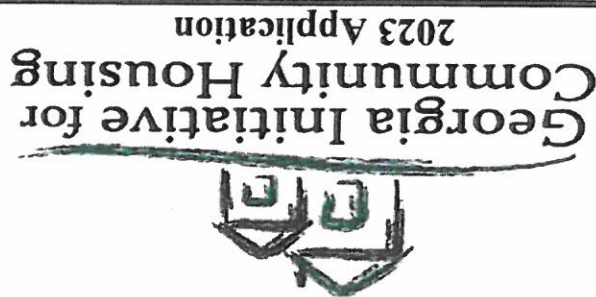
Question 9: Indicate which person will be Team Leader. The Team Leader is expected to be committed to the full three-year life of the program and to coordinate team meeting

Letter of Intent (1-2 pages) Prior to submitting the GICH application, applicants must submit a letter of intent by email to Jermaine Durham at Jermaine.Durham@uga.edu by July 7, 2023. In the LOI, please describe the circumstances that led you to the decision to apply for the GICH program. This may include housing issues facing your community, current partnerships and housing activities underway, or recent planning efforts citing the need. Also include: name, title, affiliation, telephone number, and email address of the person who will assume responsibility for pre-application communication. The initial point of contact person may be different from the primary contact for the application as listed in line 3-5.

Webinar It is not required, but applicants are strongly encouraged to attend an informational webinar prior to submitting an application. There are two live webinars scheduled for May 19 and June 16, 2023, at 10am. For more information about the webinars and registration, please visit the GICH website (<https://www.fcs.uga.edu/hnce/gich-how-to-apply>). You can also provide the GICH Director with your email address and be placed on the GICH mailing list.

Before completing the application form, please review the instructions. Questions regarding this application form or the Georgia Initiative for Community Housing should be directed to the GICH Director Dr. Jermaine Durham at 706-542-4949 or by email at Jermaine.Durham@uga.edu.

Instructions



arrangements, work schedules, fiscal matters, and to generally keep the team on task and motivated.

Question 10 There is no charge for participation in GICH activities. However, communities must cover travel and lodging costs for its housing team members to participate in the planning retreats and other associated team activities. **On average, yearly costs for a housing team can range between \$3,000 - \$5,000.** There are many ways in which these costs can be covered. For example, each team member might have their costs covered by the organization which they represent (e.g., City, County, housing authority, chamber of commerce, private business, church, or nonprofit). The community might also wish to raise funds locally or a single entity (e.g., local government, financial institution or chamber of commerce) might be willing to cover this cost. This section should indicate how the community anticipates covering these costs and the status of that funding. The estimated costs per team will be:

Yearly Travel Costs: Costs will consist of travel to two, multi-day (two or three day) retreats, which may require several overnight stays, depending on distance from your community. Lunches will be provided during the retreat but not dinners. Most hotels offer continental breakfast. For initial planning purposes, assume that conference hotel rooms may cost between **\$100 and \$135 per night**. The costs for the first year will be slightly higher than the second and third years, due to more retreat workdays. Your travel costs will vary depending on the number of team members attending and the distance of the retreats from your community.

Other Costs: Any costs incurred by the Community Housing Team during its work between retreat sessions will be the responsibility of the community. These costs should be negligible and based on decisions the team makes about meetings involving meals, local staff time devoted to meetings and meeting preparation, and other related expenses. Those costs and funding sources do not need to be included on this application form.

Question 11: List the members of the Community Housing Team. These will be the people who attend the Initiative activities and who are committed to working on the community's housing issues. Housing teams normally consist of 10 to 20 individuals and include representatives from local government, business (particularly banks, real estate, and builders/developers), nonprofit housing organizations, and the public housing authorities; among others. Each team is strongly encouraged to include a local elected official who is part of the team; consistently participates with the group by attending GICH retreats and local meetings, and acts as a liaison back to the local government. Other representatives that might be included, depending on your community, are faith-based organizations, churches, development authorities, chamber of commerce, school system, major employers, and law enforcement. If you have more than one individual from any group, include them in "other." In addition to giving the person's name, title, and organizational affiliation, each person is required to sign the application. If someone has not yet confirmed but has been invited, write "invited" in the signature column for that person.

Broad community representation and dedicated member participation on the housing team is vital to developing and implementing an effective housing plan. Participating communities are encouraged to send their full housing teams to each retreat. In reality, it is not always practical for every member to travel to each retreat. In fact, the team may have members that never attend the retreats, but participate in local meetings and events. It is imperative, however, that each team has a core group of 8 to 12 members that are dedicated to attending the retreats for the full three-year program. GICH teams are required to attend (2) retreats per year during the duration of the three-year program. GICH teams must ensure that at least 4 members are in attendance during the scheduled retreats to remain "active". Teams with less than 4 members at retreats are defined as "inactive" and can risk losing DCA benefits or be removed from the program.

Question 12: Indicate the extent of local support the Community Housing Team has from local governments and other entities in the community. Evidence of local government support includes allocations of budgeted funds, pledges of staff support, letters of support, and Council/Commission resolutions. Other types of local support would include pledges of funds and/or staff support, letters of support, and in-kind support such as meeting space and food.

Question 13: Describe the primary housing issues facing the community. You may attach one additional page. You may also attach completed housing studies, maps or other information that may be helpful for the selection committee. The description included in the application does not commit the community's housing team to identifying the issues described as the primary problems or key objectives for their work. It will, however, give the reviewers an idea of the types of issues that are currently identified as central to the community's housing needs.

Question 14: Describe housing activities successfully completed or currently underway or any other previous housing efforts in the community, including applications made for funding (such as CHIP, CDBG, LIHTC, etc). Activities described might include neighborhood rehabilitation efforts, rehabilitation of public housing units, concentrated code enforcement efforts, and construction of new affordable housing. You may attach one additional page to respond to this section.

Questions 15-16 Indicate whether or not the City and County governments have building inspection and/or code enforcement staff, a zoning ordinance, subdivision controls and an Urban Redevelopment Plan.

Questions 17-20 Indicate whether or not your community has participated in the Main Street Program, the Archway Partnership, or the Georgia Downtown Renaissance, has a land bank authority, has completed a housing needs assessment in the past three years, and has had worked with the Regional Commission in the past five years.

Question 21: Indicate whether or not your city government has collaborated with your County government on a community development or housing related project in the past five years. If so, please describe.



Question 22: Indicate whether or not your county government has collaborated with your City government on a community development or housing related project in the past five years. Describe below.

Question 23: This section provides you with an opportunity to explain why your community wishes to participate in the Initiative, what you hope to achieve by participating, how this work fits into the community's current initiatives and plans and what strengths the community brings to the process that will increase the likelihood that this will be a positive and useful experience for the community. You may attach one additional page to respond to this section.

Question 24: This section provides communities who applied in the previous year but were not accepted into the program an opportunity to explain why your community is ready to participate in the Initiative this year. This section does not apply to first-time applicants. Briefly describe activities and efforts that you have taken to build dedicated and sustainable team leadership and to work together as a collaborative group since your last application or site visit. (You may attach one additional sheet to respond to this section)

Certification & Acknowledgement of Responsibilities: An executive official of the applicant organization must certify that the information is correct, and that the community will assemble a housing team and fully participate in the program if chosen. The certifying official should be a responsible official of the organization (i.e., Chief Elected Official, Chair of the County Commission, Chair of the Public Housing Authority Board, or the appropriate combination, if a joint application).

Electronic Submittal is required. For the 2023 cycle, all GICH applications must be submitted electronically. The application can be accessed and submitted through the following link (https://u.georgia.ca1.qualtrics.com/jfe/form/SV_50lnrXSMwCZ12ke). All attachments must be scanned and incorporated into the application as PDF documents where indicated. Housing team member signatures can be submitted as a PDF or as scanned emails from each member indicating their participation. If you have any trouble submitting the application, or if you want to verify the status of your application, please contact the GICH program director Jermaine Durham by phone (706.542.4949) or via email (Jermaine.Durham@uga.edu).

Deadline Dates: Prospective communities must submit applications electronically no later than 5:00 PM EST on Monday July 31, 2023, to be considered for participation in the Georgia Initiative for Community Housing. Late applications will not be accepted.

5

	Funding Source(s)	Amount	Status (Requested or allocated)
Year 1	Housing and Community Development General Funds Budget	\$10,000	Allocated
Year 2	Housing and Community Development General Funds Budget	\$10,000	Allocated
Year 3	Housing and Community Development General Funds Budget	\$10,000	Allocated

10. Funding Source(s) and Amount Allocated for Travel and Lodging Expenses:

9. Indicate who is the Team Leader: Primary Contact ☐ OR Secondary Contact ☒

8. Telephone: _____

706.821.1797

7. Email Address: _____

706.821.1784

Fax: _____

6. Secondary Contact Person: _____

Hawthorne Welcher, Jr.

5. Telephone: _____

706.827.1831

Fax: _____

706.821.1835

4. Email Address: _____

mayorjohnson@augustaga.gov

3. Primary Contact Person: _____

Mayor Garnett Johnson

Augusta, GA 30901

2. Address: _____

535 Telfair Street

1. Name of Applicant: _____

Augusta, Georgia




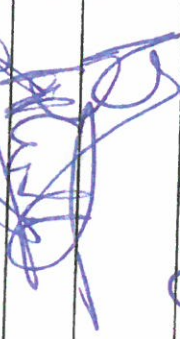
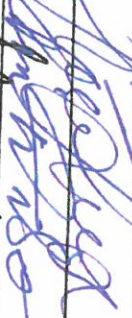

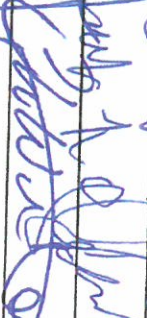




SECTION A — APPLICANT AND FINANCIAL INFORMATION









APPLICATION FOR PARTICIPATION — 2022



SECTION B — COMMUNITY HOUSING INFORMATION

11. Community Housing Team Members: (pages 2-3)

Housing Industry Groups	Name	Title	Affiliation	Signature Indicating Agreement to Participate
City government - elected official	Garnett Johnson	Mayor	N/A	
City government - staff	Brian Kepner	Deputy Director, Planning and Dev. Depart	N/A	
County government (if applicable) - elected official	Stacy Pulliam	Augusta Georgia Commissioner	N/A	
County government - (if applicable) - staff	Hawthorne Welcher, Jr.	Director, Housing and Community Development	N/A	
Bank	Phillip Wahl-Security Federal	President	N/A	
Real Estate	Porsha Beasley	LoKation Real Estate	Realtor	
Builder/Developer	Tim Wilson-Sand Hills Urban	Executive Director	N/A	
Nonprofit organizations	Shell Berry	President & CEO	N/A	
Habitat for Humanity	Bernadette Fortune	Executive Director	N/A	
Public housing authority	Jacob Oglesby	Director	N/A	
Local school system	Charlie Walker-Richmond County BOE	Board President	N/A	

Housing Industry Groups	Name	Title	Affiliation	Signature Indicating Agreement to Participate
Regional Commission /Planning Agency	Sydney Stouffer-CSRA Regional Commission	Deputy Director	N/A	
Chamber of Commerce	Ronic West-Augusta Metro Chamber	President / CEO	N/A	
Cooperative Extension	Charles Okpalu-UGA Cooperative Ext.	County Extension Agent	N/A	
Family Connections	Candace Hillman	Executive Director	N/A	
Resident/citizen	John Milton	Resident / Citizen	N/A	
Faith-based organization	Rev. Moore-Good Shepherd Baptist Church	Pastor	N/A	
Planning/Zoning/Historic Preservation Board	Erick Montgomery-Historic Augusta	Executive Director	N/A	
Economic Development/Downtown Development/Urban Redevelopment/Land Bank Authority	Chris Johnson-Land Bank Authority	Board Chair	N/A	
Other	Stephen King-Georgia Power	External Affairs Manager	N/A	Invited

12. Please attach evidence of support from local government, businesses, and other organizations (e.g., letters of support, local government resolutions, and other actions):
- See attached evidence of the pledged budgeted funds and staff support from the Augusta, Georgia, Administrator. Also attached are support and pledge letters from other local sources, letters from the community, for-profit, nonprofit, and faith-based organizations, and in-kind support like meeting space and food. This reflects Augusta's commitment to utilizing these resources to the best of our abilities to impact our community positively.
13. Describe the primary housing issues facing the community. In evaluating the adequacy of existing housing stock to serve current and future community needs, you may consider the following factors: housing types and mix, condition and occupancy, local cost of housing, cost-burdened households in the community, jobs-housing balance, housing needs of special populations, and availability of housing options across the life cycle. (you may attach two additional sheets to respond to this section):
- The economic and foreclosure crisis of 2007 and 2010 devastated Augusta, Georgia's housing situation, just like many other low-income communities across the United States. Unfortunately, residents were left with severely inadequate housing and an average household wage that left them struggling to make ends meet.
- In 1996 the City of Augusta consolidated with Richmond County to form Augusta-Richmond County, which is now one of only three consolidated governments in Georgia. This governing body consists of a Mayor and 10 Augusta-Richmond County commissioners. Augusta-Richmond County, best
14. Describe housing activities successfully completed or currently underway or any other previous housing efforts in the community, including applications made for funding (such as CHIP, CDBG, LIHTC, etc.). (you may attach one additional sheet to respond to this section):
- See the attachments.

17. Has your community participated in the following programs?

1. Georgia Main Street	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	(Years: _____)
2. Archway Partnership	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	(Years: _____)
3. Georgia Downtown Renaissance	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	(Years: _____)
4. DCA Georgia PlanFirst Program	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	(Years: _____)
5. GMA Place Making Collaborative	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	(Years: _____)

16. Does the County government have the following:

1. Building Inspection Staff No ☒ Yes ☐ If yes, how many positions (full-time equivalent)? 11

2. Code Enforcement Staff No ☒ Yes ☐ If yes, how many positions (full-time equivalent)? 13

3. Zoning Ordinance No ☒ Yes ☐

4. Subdivision Ordinance No ☐ Yes ☒

15. Does the City government have the following:

1. Building Inspection Staff No ☒ Yes ☐ If yes, how many positions (full-time equivalent)? 11

2. Housing Element of the Comprehensive Plan No ☒ Yes ☐

3. Code Enforcement Staff No ☒ Yes ☐ If yes, how many positions (full-time equivalent)? 13

4. Zoning Ordinance No ☒ Yes ☐

5. Subdivision Ordinance No ☐ Yes ☒

6. Urban Redevelopment Plan (O.C.G.A 36-61-1) No ☐ Yes ☒

18. Does your community have a land bank authority? ☐ No ☒ Yes

19. Has your community completed a housing needs assessment in the past three years? ☒ No ☐ Yes

If yes, please describe the scope, target area, funding, etc.

20. Has your community worked with your Regional Commission on community development activities in the past 5 years? ☒ Yes ☐ No

If yes, please describe:

21. If this application is being submitted on behalf of a municipal government, has the city government collaborated with the county government on a community development or housing related project in the past five years? ☒ Yes ☐ No

If yes, please describe:

See attachments

22. If this application is being submitted on behalf of a county government, has the county government collaborated with a municipal government within its jurisdiction on a community development or housing related project in the past five years? ☒ Yes ☐ No

If yes, please describe:

See the attachments

See the attachment.

24. This section provides communities who were not previously accepted into the program with an opportunity to explain why your community is ready to participate in the Initiative this year. This section does not apply to first-time applicants. Briefly describe activities and efforts that you have taken to build dedicated and sustainable team leadership and to work together as a collaborative group since your last application or site visit. (You may attach additional sheets to respond to this section).

See the attachment.

23. Briefly describe why your community wishes to participate in the Georgia Initiative for Community Housing, what you expect as an outcome from your community's participation, and how this work fits into the community's current initiatives and plans. (You may attach additional sheets to respond to this section).

SECTION C — CERTIFICATION & ACKNOWLEDGEMENT OF RESPONSIBILITIES

Organization - The housing team must include broad community representation.

Communities are expected to:

- develop a recruitment plan to assure the team remains reflective of your community, which includes a means of replacing nonparticipants or team member resignations.
- Furthermore, the team must continue to seek out new members when the need arises.
- include a local elected official who is part of the team; consistently participates with the group by attending GICH retreats and local meetings, and acts as a liaison back to the city council.
- notify the GICH program coordinator when team leader (or primary or secondary contact persons) change, by completing approved paperwork.

Attendance & participation - Dedicated team member participation on the housing team at the biannual retreats and local meetings is vital for meaningful facilitated discussion and developing and implementing an effective housing plan. Communities are expected to:

- maintain active and substantial participation at every retreat and at all group presentations and individual work sessions. This also includes giving report back presentations on progress at every retreat, starting in the fall of the first year.
- GICH teams must ensure that at least 4 members are in attendance during the scheduled retreats to remain "active". Teams with less than 4 members at retreats are defined as "inactive" and can risk losing DCA benefits, or be removed from the program.
- create and adhere to a local meeting schedule to continue plan development and implementation between initiative retreats. Communities must maintain a list of attendees and meeting minutes.

Product - The GICH program partners with communities to improve their quality of life and economic vitality through the development of locally based housing and revitalization strategies. Communities are expected to:

- develop a plan working with their facilitator during retreat work sessions.
- continue to refine and amend the plan during local meetings.
- take steps to implement action items.
- assure sustainability of plan by developing future action items (juniors).
- maintain electronic copies of the up-to-date working plan. This is the responsibility of the local team leader.

To the best of my knowledge the information in this application is true and correct. By checking the "Yes" box below, the official representative of the applicant certifies these statements and acknowledges the following responsibilities of program participation:

Date: 7/31/2023

Yes ☒

Name of official representative (please print): Garnett Johnson

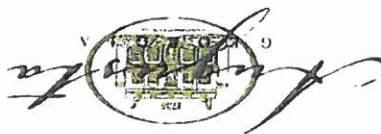
Title: Mayor



Augusta Housing & Community Development Department
510 Fenwick Street - Augusta, Georgia 30901
(706) 821-1797 - Fax (706) 821-1784
www.augustaga.gov

Question Answers & Other Supporting Documents (13, 14, 18, 23, & 24)

AGA _ UGA GICH Application



2023 Georgia Initiative for Community Housing Application
~Attachment~ Question 13-Answer Continued

The analysis of the job housing balance in the area was challenging due to the numerous existing and planned land uses that cater to employment in District 1 and neighboring District 2. However, both districts are ideal for designing different types of affordable housing.

The available residential land use is ample, with medium to high-density residential land use accommodating jobs and affordable housing. The housing type in the community is divided into lower, moderate, and rather than higher-cost categories, depending on the population's income, which is \$46,464, less than Augusta's median. Generally, lower-cost housing includes multi-family dwellings at an existing or planned density of 80 square feet and two- and single-family residences of 100 square feet or less per dwelling unit.

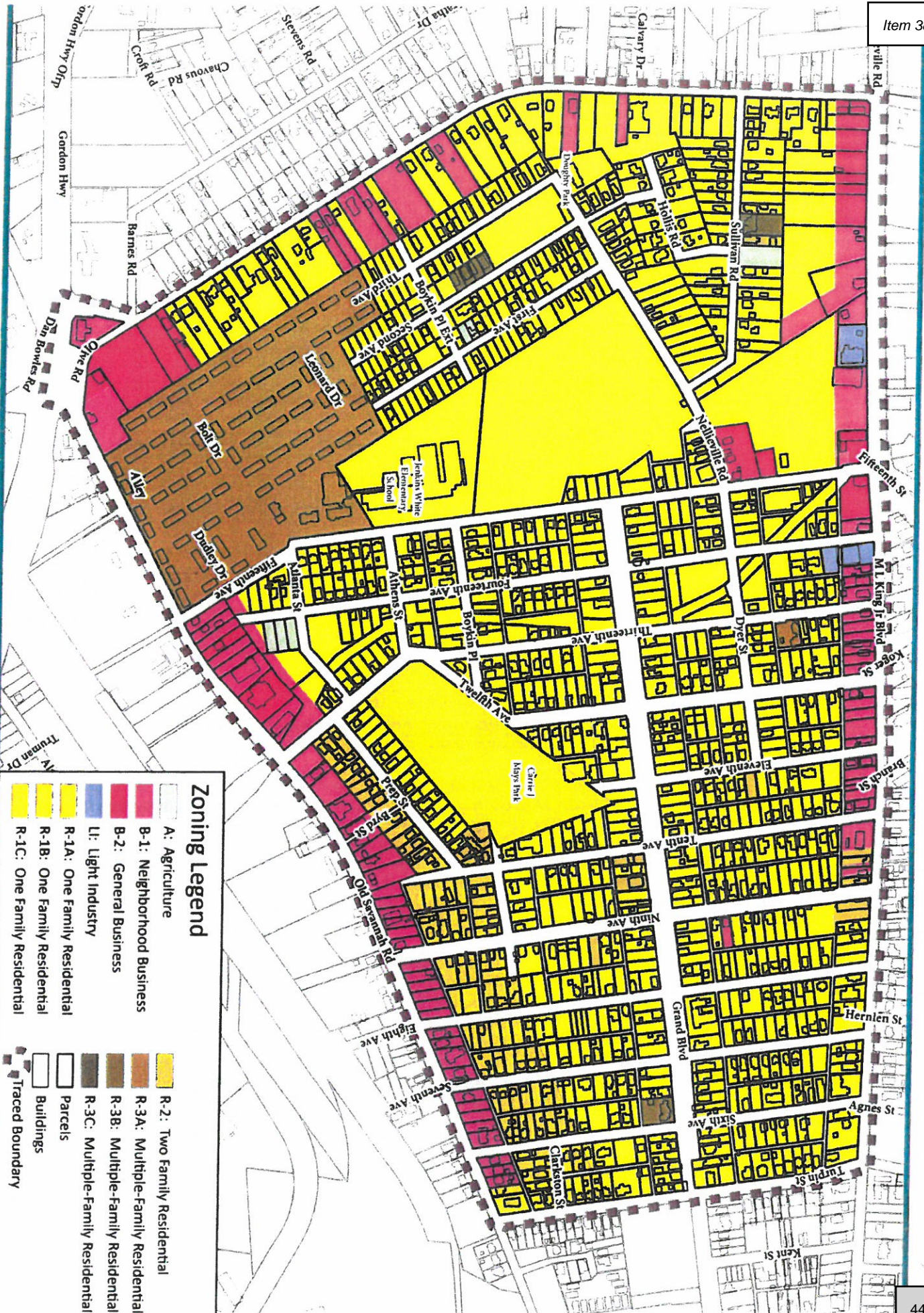
Scheduled jobs and household income planned jobs were placed into low to moderate and extremely income categories based on the type of jobs in the area that are likely to be accommodated within the areas designated for commercial, industrial, and institutional uses by local plans and the wages for those job types.

Creating a housing assessment and revitalization plan would greatly benefit the community by providing a strategy for housing and code enforcement. This would enable the area to gain tools and benefits such as inclusionary zoning, U.S. Department of Housing and Urban Development allocations, and housing trust funds. The plan would create a pathway for future development, which would create much-needed adequate housing for the area. Additionally, it would increase budgets to provide financial incentives such as down-payment assistance, homeless prevention services, and subsidies to encourage development. By stabilizing the community, the plan would prevent the devastating adverse effects of gentrification. With the suitable parcels, assistance with developing a design for the use of land and building type, and a variety of affordable housing types such as multifamily, single-family, and workforce, the area would greatly benefit. Specifically, throughout Augusta Richmond County, the District Two neighborhood lacks a diversity of housing suitable for the aged and disabled population. Creating new housing options would create a new identity for the community, ultimately increasing economic development opportunities.

Information Sources: Augusta Georgia Planning and Development Department, Augusta Georgia Information Technology-GIS Division (Esri Software Sourced from The American Community Survey), Department U.S. Bureau of Labor Statistics Georgia Department of Labor-Workforce Statistics Division and the Federal Reserve Bank of Atlanta

The Augusta Georgia Information Technology-GIS Division utilizes the American Community Survey (ACS) replaces census sample data. Esri is releasing the 2017-2021 ACS estimates, five-year period data collected monthly from January 1, 2017, through December 31, 2021. Although the ACS includes many of the subjects previously covered by the decennial census sample, there are significant differences between the two surveys including fundamental differences in survey design and residency rules.

The 2023 data conveys projections based on the analysis from previous years.



data, GIS data, and data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Augusta.

Augusta Information Technology Department - GIS Division
 515 Telford Street, Suite 2000, Augusta, GA 30901



2023 Georgia Initiative for Community Housing Application

~Attachment~

Question 14-Answer

Augusta, Georgia receives a yearly allocation of funds from the U.S. Department of Housing & Urban Development (HUD) and the Georgia Department of Community Housing Investment Program (CHIP) funds to help low-income individuals and families. With this funding, Augusta Housing & Community Development Department (HCD) has been able to assist with housing initiatives such as rehabilitation and development housing units. However, the need for assistance significantly outweighs the department's capacity to have an effective impact. There is a major housing need for low-income residents below the Area Median Income. Currently, Augusta, GA has a large population with an income below HUD's Area Median income of \$78,000 per family.

With assistance from Georgia Department of Community Affairs, HCD has been able to leverage federal funding to develop the Laney Walker-Bethlehem (LWB) Revitalization Initiative. This initiative was put in place to reverse decades of blight and disinvestment through the regeneration of 1,100 acres of property within two historic African American neighborhoods in Augusta's urban core. The LWB master plan was developed along with development guidelines for the area. HCD worked with the Augusta Georgia Land Bank Authority acquire over 300 parcels to provide single-family, mixed-use, and high-density residential units in 9 development nodes outlined in the masterplan. In 2010 construction began and continues to date, with over 400 affordable and workforce housing units developed throughout development nodes.

Augusta seeks to continue working with all stakeholders, community partners, and grassroots organizations through public/private partnerships to build impactful communities that enhance the quality of life.

We are thrilled to share why Augusta is eager to join the GICH initiative.

One of the primary reasons is to reflect on the progress we've made so far and share our successes and lessons learned with other communities across the state. Augusta is committed to creating sustainable and replicable solutions to communities' everyday challenges. Specifically, we're excited to use this opportunity to analyze our ongoing efforts to revitalize efforts utilizing the technical assistance gained from GICH to create blueprints for other communities looking to do the same. Our sights are set on the devastated neighborhood in District Two GICH support and guidance will enable us to mobilize and educate our housing team members and new leadership without detracting from our current efforts.

Through GICH, we aim to boost the capacity of new stakeholders and leaders in the community by identifying the needs and resources available in our target area. This will help us develop a comprehensive housing plan that can guide future development activities and lead to an increase in affordable housing stock in Augusta. Our housing team members will gain a holistic understanding of the process, including infrastructure, funding, and community engagement, enabling them to advocate for affordable housing more effectively. We'll also gain valuable insight and ideas on identifying and using existing community assets.

Participating in GICH will enable us to coordinate the various facets of our Housing Team to plan, act, evaluate, and share successes independently. The networks, skills, and competencies we'll gain through this initiative will help us keep pace with the economic growth coming to the area and provide quality housing options for all citizens. GICH allows us to enhance our creative thought patterns about solutions to the affordable housing crisis at all community levels - from homeless citizens to low or no-income households, first-time homebuyers, and existing owners.

Participation in GICH is a chance to rally local commitment and partner creatively with necessary funding and resources to ensure affordable housing for all and a brighter future for our community.

In closing, it's important to recognize that other counties in Georgia are also grappling with limited resources to address the issue of sheltered and unsheltered low-income communities. If our application for the GICH award is successful, Augusta will not only complete the program, but also extend our experience and resources to mentor, coach, and support our sister cities and counties that are dealing with similar challenges. Our aim is to overcome the barriers that are hindering the availability of affordable housing and make Georgia the ideal destination for visitors, newcomers, and residents alike.

2023 Georgia Initiative for Community Housing Application
 ~Attachment~
 Question 18-Answer

2023 Georgia Initiative for Community Housing Application
 ~Attachment~ Question 23-Answer

Augusta is very excited to participate in GICH for many reasons, but two stand out the most. The first reason is that I want to reflect on the work we have been doing so far and share our outcomes, successes, and lessons learned with other communities throughout the state. We strongly believe in creating sustainable solutions to problems that vex all communities, and GICH provides an excellent opportunity to do just that. Specifically, the timing of the next cohort will allow us to revitalize the District Two Turpin Hill neighborhoods and serve as an example for other communities looking to start similar efforts.

We are also eager to participate because it will allow us to educate and mobilize our housing team members and new leadership without taking away from our current efforts. We hope to think creatively about solutions to the affordable housing crisis at all levels in our community, including homeless citizens, low- or no-income households, first-time homebuyers, and existing owners.

Overall, Augusta, Georgia, sees participation in the GICH as a way to locate and activate commitment at the local level, join with necessary funding and resources in creative partnership, and ensure affordable housing for all. We are excited to see what the future holds for our community and believe that GICH will play a key role in building a brighter future for us all.

Since our last submission, we have made significant strides in building solid and sustainable team leadership. We have worked Augusta's previous and current regional leaders from both the public and private sector and received invaluable guidance communities. Our strategic efforts have garnered support from stakeholders committed to rebuilding Augusta.

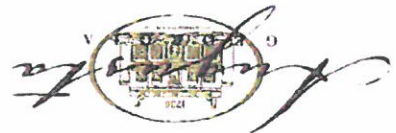
Our Augusta departments engage with the community annually, recognizing the importance of establishing meaningful connections, choosing the right platform for conversations, and setting the right tone for community engagement. By involving Augusta stakeholders and reassessing the program requirements, we recruited individuals and supporters with inclusive mindsets, missions, and initiatives who have completed leadership development programs. These individuals represent organizations and businesses eager to collaborate with Augusta residents. Our previous process allowed us to fine-tune our proposal, emphasizing its strengths, addressing concerns, and providing more relevant detail in our answers to questions. We value our feedback and are committed to continuously improving our approach to ensure that we serve our community effectively.



Augusta Housing & Community Development Department
 510 Fenwick Street - Augusta, Georgia 30901
 (706) 821-1797 - Fax (706) 821-1784
 www.augustaga.gov

Augusta Georgia Office of Administration ----- Pledge Letter of Budgeted Funds and Staff Support

AGA_UGA GICH Application



Augusta-Richmond County
Municipal Building
Administrator's Office
535 Telfair Street, Suite 910
Augusta, Georgia 30901
Office (706) 821-2898 Fax (706) 821-2819
www.augusta.gov

Takiyah A Douse, Interim Administrator

Sincerely,

We are honored to be part of this project and urge you to seriously consider this application.

Furthermore, we are excited to collaborate with the Office of the Mayor, GICH Community Housing Team, the Housing and Community Development Department, and the Planning and Development Department to ensure that this initiative is a resounding success. We are confident that with our collective efforts, we can achieve great things.

- I want to express our wholehearted pledge and enthusiastic endorsement of the following aspects of this proposal:
 - Dedicated Staff: We will provide two (2) Directors and ten (10) support staff from within the Housing and Community Development Department and the Planning and Development Department for the duration of the initiative.
 - Budget Allocation: We will allocate \$10,000 for the travel and lodging expenses of 20 members of the Augusta GICH Community Housing Team to support planning retreats and other associated team activities throughout the initiative.

The Augusta, Georgia Office of the Administrator is fully committed to providing affordable, safe, and healthy housing for all families in Augusta, Georgia. We are proud to lend our support to Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing (GICH). This program has tremendous potential for our area, and we would be thrilled to be a part of it.

Mayor Johnson,

Re: Augusta Georgia GICH Application Pledge Letter

July 28, 2023

Augusta, Georgia
Office of the Mayor
Attn: Garnett Johnson, Mayor
535 Telfair Street
Augusta, GA 30901

Takiyah A. Douse
Interim Administrator

Office of the Administrator

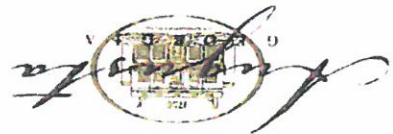


Augusta Housing & Community Development Department
510 Fenwick Street - Augusta, Georgia 30901
(706) 821-1797 - Fax (706) 821-1784
www.augustaga.gov

Community Support Letters

AGA_UGA GICH Application

HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT



July 31, 2023

Garnett Johnson
Mayor

City of Augusta

535 Telfair Street

Augusta, Georgia 30901

Dear Mayor Garnett,

I am writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, I am overly excited about this program's potential for our area.

Many Augustans pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has already experienced a significant loss of this diversity. I see this daily; the increase in building materials has outpriced new homeowners. Bold, forward-thinking measures, to increase affordable housing in our community, are imperative to living our shared progressive values. This is one thing the City of Augusta has done so well!

As a city, we face a housing affordability crisis, and one of the most important actions we can take to address that crisis is to build more affordable homes through strategic development. The need for assistance and affordable homes in our city. The knowledge and capacity gained through this program will position our non-profit and local government housing developers to be better equipped to keep pace with their market-rate competitors. It is important that Augusta be a leader in affordable housing to ensure that residents of all income levels can afford to live in any Richmond County neighborhood they choose.

I look forward to contributing my voice in any way needed. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. I would love to learn more as housing develops in the up-coming months. In the meantime, I wanted you to know how important this issue is to me, and I hope we can work together to adopt and robust and citywide housing strategy.

Thank you for your time and consideration.

Best regards,

Naomi Williams

Naomi Williams

Neighborhood Resident

July 31, 2023

Garnett Johnson
Mayor
City of Augusta

535 Telfair Street
Augusta, Georgia 30901

Dear Mayor Garnett,

I am writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, I am overly excited about this program's potential for our area.

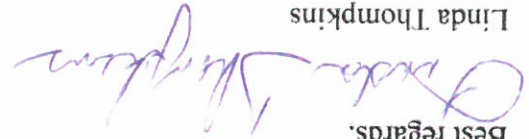
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I look forward to contributing my voice in any way needed. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. I would love to learn more as housing develops in the up-coming months. In the meantime, I wanted you to know how important this issue is to me, and I hope we can work together to adopt and robust and citywide housing strategy.

Thank you for your time and consideration.

Best regards,



Linda Thompson

Neighborhood Resident

Neighborhood Support Petition
for Augusta Georgia's Application for the
University of Georgia's Georgia Initiative for Community Housing

July 31, 2023

Garnett Johnson
Mayor
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

Dear Mayor Garnett,

We are writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, we are overly excited about this program's potential for our area.

Many Augustans pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has already experienced a significant loss of this diversity. We see this daily; the increase in building materials has outpriced new homeowners. Bold, forward-thinking measures, to increase affordable housing in our community, are imperative to living our shared progressive values. This is one thing the City of Augusta has done so well!

As a city, we face a housing affordability crisis, and one of the most important actions we can take to address that crisis is to build more affordable homes through strategic development. The need for assistance and affordable homes in our city. We support Augusta's willingness to gain through this program to position our non-profit and local government housing developers better equipped to keep pace with their market-rate competitors. It is important that Augusta be a leader in affordable housing to ensure that residents of all income levels can afford to live in any Richmond County neighborhood they choose.

We look forward to contributing my voice in any way needed. We believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates.

Thank you for your time and consideration.

Best regards,

See attached signatures of residents.

Neighborhood Support for Augusta Georgia's Application for the University of Georgia's Georgia Initiative for Community Housing
Subject Matter: Support for Augusta Georgia to participate in the University of Georgia's Georgia Initiative for Community Housing.

We express our support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, we are overly excited about this program's potential for our area.

Name: Jennifer Baents
 Address: 744 Broad St Apt 402 Augusta, Ga 30309
 Signature: *Jennifer Baents*

Name: Calvin Hill
 Address: 908 12th Street Augusta, Ga 31901
 Signature: *Calvin Hill*

Name: Evan Greer
 Address: 2133 Vandiver Rd Apt 7B Augusta, Ga 30909
 Signature: *Evan Greer*

Name: Ryan Brown
 Address: 1011 14th Ave Bryant Augusta
 Signature: *Ryan Brown*

Name: Thane Hughes
 Address: 8406 PARLOR Ave GA 30906
 Signature: *Thane Hughes*

Neighborhood Support for Augusta Georgia's Application for the University of Georgia's Georgia Initiative for Community Housing We express our support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, we are overly excited about this program's potential for our area.

Name: Beverly Lathroe
Address: 1730 Sibly Run Augusta, Ga 30609
Signature: Beverly Lathroe

Name: Bette Jones
Address: 607 Langford Trl 30609
Signature: Bette Jones

Name: Debrah Little
Address: 1730 S. Hwy Road Augusta Ga 30609
Signature: Debrah Little

Name: Linda Domellon
Address: 1907 Third ave
Signature: Linda Domellon

Name: Mrs. Jill Gibbons
Address: 461 Waver CT
Signature: Wallace Still

Brian L. Kepner
Deputy Director, Planning & Licensing
Planning & Development Department



Best regards,

Thank you for your time and consideration.

Our department looks forward to contributing input in any way needed. The City of Augusta has this great opportunity in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. Our staff would love to learn how important this issue is develops in the upcoming months. In the meantime, I wanted you to know how important this issue is to our department, and hope that we can work together to adopt a robust and citywide housing strategy.

As a city, we face a housing affordability crisis, and one of the most important actions we can take to address that crisis is to build more affordable homes through strategic development. The need for assistance and affordable homes in our city. The knowledge and capacity gained through this program will position our non-profit and local government housing developers to be better equipped to keep pace with their market-rate competitors. It is important that Augusta be a leader in affordable housing to ensure that residents of all income levels can afford to live in any Richmond County neighborhood they choose.

Many of the residents of Augusta pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has already experienced a significant loss of this diversity. Our department sees this daily; the increase in building materials has outpaced new homeowners. Bold, forward-thinking measures, to increase affordable housing in our community, are imperative to living our shared progressive values. This is one thing the City of Augusta has done so well

I am writing to express Planning and Development's support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, we are excited about this program's potential for our area.


Dear Mayor Garnett,

RE: University of Georgia's Georgia Initiative for Community Housing

Mayor Garnett Johnson
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

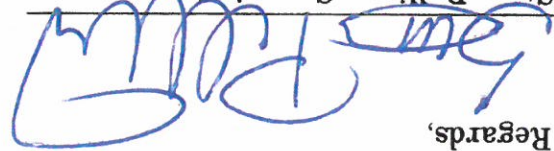
July 26, 2023

PLANNING & DEVELOPMENT DEPARTMENT
535 Telfair Street • Suite 300
Augusta Georgia 30901
1503 Marvin Griffin Road
Augusta Georgia 30906



District 2

Stacy Pulliam, Commissioner



Regards,

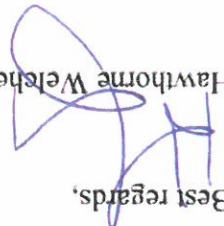
The housing affordability crisis in Augusta, Georgia, requires immediate attention and action. By participating in GICH and implementing strategic development strategies, Augusta can make significant progress in increasing the availability of affordable housing. Affordable housing not only preserves diversity and inclusivity but also contributes to economic stability and improved health and well-being. It is crucial for Augusta to be a leader in affordable housing to ensure that residents of all income levels can find a home in the community. Through collaboration and innovative approaches, Augusta can create a more equitable and sustainable housing market for its residents.

(762) 328-8256 (Cell)
(706) 821-1838 (Fax)

Commissioner Stacy Pulliam, District 2



Housing and Community Development
925 Laney Walker Blvd., 3rd Floor - Augusta, GA 30901
(706) 821-1797 - Fax (706) 821-1784
www.augusta.gov

Best regards,

Hawthorne Welcher, Jr.

Thank you for your time and consideration.

In the meantime, I wanted you to know how important this issue is to me, and I hope we can work together to adopt and robust and citywide housing strategy. I look forward to contributing my voice in any way needed. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. I would love to learn more as housing develops in the up-coming months. Richmond County neighborhood they choose.

As a city, we face a housing affordability crisis, and one of the most important actions we can take to address that crisis is to build more affordable homes through strategic development. The need for assistance and affordable homes in our city. The knowledge and capacity gained through this program will position our non-profit and local government housing developers to be better equipped to keep pace with their market-rate competitors. It is important that Augusta be a leader in affordable housing to ensure that residents of all income levels can afford to live in any

values. This is one thing the City of Augusta has done so well! increase affordable housing in our community, are imperative to living our shared progressive in building materials has outpriced new homeowners. Bold, forward-thinking measures, to community has already experienced a significant loss of this diversity. I see this daily; the increase backgrounds represented among the city's residents, but with the soaring costs of housing, our Many Augustans pride themselves on their progressive politics and the diversity of incomes and excited about this program's potential for our area.

I am writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, I am overly

Dear Mayor Garnett,

Garnett Johnson
Mayor
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

July 25, 2023

Housing & Community Development Department
Hawthorne E. Welcher, Jr. Director
Shauntia Lewis Deputy Director


AUGUSTA

GICH is a program that aims to increase the availability of affordable homes through strategic development. By participating in this initiative, Augusta can gain valuable knowledge and capacity to keep pace with market-rate competitors. The program will provide non-profit and local government housing developers with the necessary tools and resources to develop affordable housing options for residents in need.

Augusta, like many other cities/counties across the country, is grappling with a housing affordability crisis. The increasing costs of building materials and housing have outpaced many potential homeowners, leading to a decline in the diversity of incomes and backgrounds among residents. The City of Augusta recognizes the need for bold and forward-thinking measures to address this crisis and ensure that residents of all income levels can afford to live in any Richmond County neighborhood they choose.

I am writing to express my support for Augusta's application for participation in the Georgia Initiative For Community Housing. After researching the initiative, I am overly excited about this program's potential for our beloved Augusta GA, a city known for its progressive politics and diverse population. Augusta is currently facing a housing affordability crisis. The soaring costs of housing have made it increasingly difficult for individuals and families to find affordable homes in the city. In response to this pressing issue, Augusta has applied for participation in GICH. This program has the potential to bring about positive change and increase the availability of affordable housing in the community.

Dear Mayor Garnett,

Honorable Garnett Johnson
Mayor
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

July 28, 2023

(762) 328-8256 (Cell)
(706) 821-1838 (Fax)

Commissioner Stacy Pulliam, District 2

Augusta
GEORGIA

www.securityfederalbank.com
Main 803.641.3000 Toll Free 866.851.3000

President

Phil Wahl



Sincerely,

Thank you for your time and consideration.

strategy.

I look forward to contributing my voice in any way needed. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. I would love to learn more as housing develops in the up-coming months. In the meantime, I wanted you to know how important this issue is to me, and I hope we can work together to adopt and robust and citywide housing levels can afford to live in any Richmond County neighborhood they choose.

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I am writing to express my support for Augusta's application for participation in the University of Georgia Initiative for Community Housing. After researching the initiative, I am overly excited about this program's potential for our area.

Dear Mayor Johnson,

Honorable Garnett Johnson, Mayor
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

July 27, 2023



Best regards,

Porsha C. Beasley

Thank you for your time and consideration.

I look forward to contributing my voice in any way needed. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. I would love to learn more as housing develops in the up-coming months. In the meantime, I wanted you to know how important this issue is to me, and I hope we can work together to adopt and robust and citywide housing strategy.

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I am writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, I am overly excited about this program's potential for our area.

Garnett Johnson
Mayor
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

July 25, 2023

13010 Morris Rd., Suite 650, Alpharetta, GA. 3004

LOKATION®
REAL ESTATE



Sand Hills Urban Development, Inc.

3062 Damascus Rd., Suite C - Augusta, GA 30904 - Phone: 706-733-3999 - Email: twilson@sandhillsaugusta.org

July 27, 2023

Garnett Johnson
Mayor
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

Dear Mayor Garnett,

I am writing to express my support for Augusta's application for participation in the University of Georgia's Initiative for Community Housing. After researching the initiative, I am overly excited about this program's potential for our area.

Many Augustans pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has already experienced a significant loss of this diversity. I see this daily; the increase in building materials has outpriced new homeowners. Bold, forward-thinking measures, to increase affordable housing in our community, are imperative to living our shared progressive values. The City of Augusta has done this one thing so very well!

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Thank you for your time and consideration.

Best regards,



Timothy Wilson
Executive Director

"Creating a better community to live, work and play"
www.sandhillsaugusta.org

706.724.1314

P.O. Box 31358 Augusta, GA 30903

www.cfcsra.org

President/CEO
Shell K. Berry


Best regards,

Thank you for your time and consideration.

We look forward to contributing our voice in any way needed. This issue is deeply important to us at the Community Foundation, and we hope to work together to implement a robust, citywide housing strategy as a result of these efforts.

As a city, we are facing a housing affordability crisis, and one of the most important actions we can take to address that crisis is to make affordable homes more accessible for our most vulnerable neighbors. The knowledge and capacity gained through participation in this program will equip our non-profit and local government housing developers to keep pace with their market-rate counterparts. It is important that Augusta be a leader in affordable housing to ensure that all its residents can afford to live in any neighborhood they choose with pride.

Many Augustans pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has already experienced a significant loss of this diversity. Bold, forward-thinking measures to increase affordable housing in our community are imperative to living out our shared values. The City of Augusta is well suited for deepening strategic partnerships to continue this work.

I am writing to express the Community Foundation's support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, I am excited about this program's potential for our area.

Dear Mayor Johnson,

Mr. Garnett Johnson
Mayor
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

July 27, 2023

for the
Central Savannah
River Area

community
FOUNDATION



Augusta/CSRA Habitat for Humanity, Inc. | P.O. Box 657, Augusta, GA 30903
 Office: 2602 Commons Blvd Suite A Augusta, GA 30909
 tel (706) 481-8681 | www.augustahabitat.org

As a city, we face a housing affordability crisis, and one of the most important actions we can take to address that crisis is to build more affordable homes through strategic development. There is a need for assistance and affordable homes in our city. The knowledge and capacity gained through this program will position our non-profit and local government housing developers to be better equipped to keep pace with their market-rate competitors. It is important that Augusta be a leader in affordable housing to ensure that residents of all income levels can afford to live in any Richmond County neighborhood they choose.

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Dear Mayor Garnett,

RE: Georgia Initiative for Community Housing

Garnett Johnson
 Mayor
 City of Augusta
 535 Telfair Street
 Augusta, Georgia 30901

July 24, 2023



We build strength, stability, self-reliance and shelter.

Augusta/CSRA Habitat for Humanity, Inc. | P. O. Box 657, Augusta, GA 30903
 Office: 2602 Commons Blvd Suite A Augusta, GA 30909
 tel (706) 481-8681 | www.augustahabitat.org

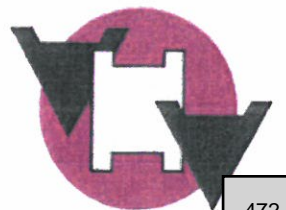
In Service,
Bernadette M. Fortune
 Bernadette M. Fortune
 Chief Executive Officer

Thank you for your time and consideration.

I look forward to contributing my voice in any way needed. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. I would love to learn more as housing develops in the up-coming months. In the meantime, I wanted you to know how important this issue is to me, and I hope we can work together to adopt and robust and citywide housing strategy.

We build strength, stability, self-reliance and shelter.





THE J. MADDEN REID
ADMINISTRATION BUILDING

1435 WALTON WAY
AUGUSTA, GEORGIA 30901

(706) 724-5466

(706) 724-5620 TDD

(706) 724-2342 FAX

www.augustapha.org
phaug@augustapha.org

The HOUSING AUTHORITY Of The City of Augusta, Georgia

July 26, 2023

Garnett Johnson
Mayor - City of Augusta
535 Telfair Street
Augusta, Georgia 30901
Dear Mayor Garnett,

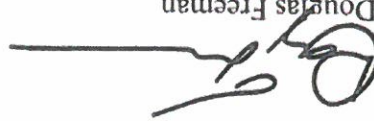
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I look forward to contributing my voice in any way needed. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. I would love to learn more as housing develops in the up-coming months. In the meantime, I wanted you to know how important this issue is to me, and I hope we can work together to adopt and robust and citywide housing strategy.

Best regards,


Douglas Freeman
Deputy Executive Director

Charlie Walker Jr.

Thank you for your time and consideration.

Dear President Walker,

I am writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, I am overly excited about this program's potential for our area.

Charlie Walker Jr.
President - RCBOE
864 Broad Street
Augusta, Georgia 30901

July 27, 2023

MR. CHARLIE B. WALKER, JR.
President

864 Broad Street - 4th Floor
Augusta, Georgia 30901-1215
(706) 826-1124 - Fax: (706) 826-4613



RICHMOND COUNTY

BOARD OF EDUCATION

For information on the Area Agency on Aging (AAA), a division of the CSRA Regional Commission, call (706) 210-2018 or toll free (and TDD) 1-888-922-4464. The AAA is your "Gateway to Community Resources" for seniors and individuals with disabilities. The CSRA Regional Commission is an Equal Opportunity Employer and Provider.

Deputy Director Center for Community Development

Best regards,

The RC looks forward to contributing their assistance in any way needed. We believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. We are eager to learn more as housing develops in the upcoming months. In the meantime, the RC knows how important this issue is to Augusta and our region as a whole. We are thrilled to have the opportunity to work together to adopt a robust and citywide housing strategy.

As a city, we face a housing affordability crisis, and one of the most important actions we can take to address that crisis is to build more affordable homes through strategic development. There is a great need for assistance and affordable homes in our city. The knowledge and capacity gained through this program will position our non-profit and local government housing developers to be better equipped to keep pace with their market-rate competitors. It is important that Augusta be a leader in affordable housing to ensure that residents of all income levels can afford to live in any Richmond County neighborhood they choose.

Many Augustans pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has already experienced a significant loss of this diversity. We see this daily; the increase in building materials has outpaced new homeowners. Bold, forward-thinking measures, to increase affordable housing in our community, are imperative to living our shared progressive values. This is one thing the City of Augusta has done so well!

On behalf of the CSRA Regional Commission (RC), I am writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing (GICH). Our agency has been involved in the GICH program since its inception. We are overly excited about this program's potential for our area.

Dear Mayor Garnett,

Garnett Johnson
Mayor
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

Counties Served:

CENTRAL SAVANNAH RIVER AREA REGIONAL COMMISSION

3626 Walton Way Extension, Suite 1
Augusta, GA 30909-9851
(706) 210-2000 · fax (706) 210-2006
www.csra-rc.ga.gov

July 26, 2023

LENDING



Answers. Action. Advocacy.





July 25, 2023

Garnett Johnson
Mayor
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

Dear Mayor Garnett,

I am writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, I am overly excited about this program's potential for our area.

Many Augustans pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has already experienced a significant loss of this diversity. I see this daily; the increase in building materials has outpriced new homeowners. Bold, forward-thinking measures, to increase affordable housing in our community, are imperative to living our shared progressive values. This is one thing the City of Augusta has done so well!

As a city, we face a housing affordability crisis, and one of the most important actions we can take to address that crisis is to build more affordable homes through strategic development. The need for assistance and affordable homes in our city. The knowledge and capacity gained through this program will position our non-profit and local government housing developers to be better equipped to keep pace with their market-rate competitors. It is important that Augusta be a leader in affordable housing to ensure that residents of all income levels can afford to live in any Richmond County neighborhood they choose.

I look forward to contributing my voice in any way needed. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. I would love to learn more as housing develops in the up-coming months. In the meantime, I wanted you to know how important this issue is to me, and I hope we can work together to adopt and robust and citywide housing strategy.

Thank you for your time and consideration.

Best regards,

Ronik West

Ronik West,
President/Co-Founder, GABCC

Mr. Garnett Johnson
Mayor of the City of Augusta
535 Telfair Street
Augusta, Georgia 30901

Dear Mayor Garnett Johnson,

I write to express my great support for the application of Augusta-Richmond County to the Georgia Initiative for Community Housing (GICH), University of Georgia. The GICH has very strong potential for Augusta-Richmond County.

Many Augustans, represented by diverse backgrounds and incomes, remain very progressive, however, the soaring costs of housing appears to negate this. The City of Augusta under your leadership is fighting this through bold, forward-thinking measures, which would help increase affordable housing in our community.

To build more affordable homes through strategic development is among crucial avenues to supplement the increasing challenge of housing affordability crisis. The GICH provides strong capacity and knowledge for non-profit and local government housing developers to be better equipped and compete effectively with their market-rate competitors. Importantly, this is the time for Augusta to lead the way in affordable housing to avail all income levels the choice to live in any part of Richmond County.

I will contribute to educate clients in the home-buying process, help provide the required knowledge base, and strengthen the success of GICH in Augusta-Richmond County.

God's blessings

Charles

Charles Odilichukwu R. OKPALA
MRES(Strath), FLS (Lond), CSI, FIST (UK) MIAFP, MFT, CFS (USA)
UGA - Augusta Richmond County Extension
602 Greene Street
Augusta, GA 30901-1428

Email: charles.okpala@uga.edu

Academic Editor, PeerJ - Life & Environment (<https://peerj.com/CharlesOkpala/>)
Academic Editor, Quality Assurance and Safety of Crops and Foods
Academic Editor, PlosONE

Guest Editor - Foods MDPI

Topical Advisory Panel Member - Foods MDPI

Co-Guest Editor for Special Issue - Sustainability MDPI

"Make effort so that today becomes better than yesterday, and tomorrow best"



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July 24, 2023

AUGUSTA PARTNERSHIP
FOR CHILDREN, INC.
NETWORKING > ENGAGING > CONNECTING



Garnett Johnson
Mayor
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

Dear Mayor Garnett,

I am writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, I am overly excited about this program's potential for our area.

Many Augustans pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has already experienced a significant loss of this diversity. I see this daily; the increase in building materials has outpriced new homeowners. Bold, forward-thinking measures, to increase affordable housing in our community, are imperative to living our shared progressive values. This is one thing the City of Augusta has done so well!

As a city, we face a housing affordability crisis, and one of the most important actions we can take to address that crisis is to build more affordable homes through strategic development. The need for assistance and affordable homes in our city. The knowledge and capacity gained through this program will position our non-profit and local government housing developers to be better equipped to keep pace with their market-rate competitors. It is important that Augusta be a leader in affordable housing to ensure that residents of all income levels can afford to live in any Richmond County neighborhood they choose.

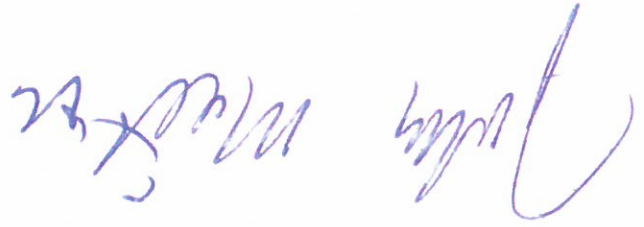
I look forward to contributing my voice in any way needed. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. I would love to learn more as housing develops in the up-coming months. In the meantime, I wanted you to know how important this issue is to me, and I hope we can work together to adopt and robust and citywide housing strategy.

Thank you for your time and consideration.

Best regards,

Candice L. Hillman

Candice L. Hillman, MSM
Executive Director



John Milton
August Georgia Resident

Sincerely,

I am eagerly looking forward to being a part of this project and strongly encourage your consideration of this proposal.

for all to call home.

firmly believe that this program will help us achieve this goal and make Augusta a better place all income levels have the opportunity to live in any neighborhood in Richmond County. We It is imperative that Augusta becomes a leader in affordable housing to ensure that residents of through this program, Augusta will be better equipped to compete with market-rate competitors. We are committed to providing in-kind services, such as meeting space or meals and beverages, to ensure the success of Augusta's GICH application. With the knowledge and capacity gained through this program, Augusta will be better equipped to compete with market-rate competitors. I am thrilled to express my confidence in Augusta's application for participation in the Georgia Initiative for Community Housing. As a proud resident of Augusta, I am dedicated to ensuring that all families in our community have access to safe and healthy housing. We recognize the importance of affordable homes in our city, and this program has the potential to help us meet this crucial need.

Dear Mayor Garnett,

Re: Augusta Georgia_ GICH Application Pledge Letter

July 28, 2023

Garnett Johnson
Mayor
Augusta Georgia
535 Telfair Street
Suite 200
Augusta, Georgia 30901

"Win souls through Witnessing, Teaching, making Disciples, and Ministering to the Community"

Rev. Dr. Clarence Moore, Pastor

Because of Calvary,

Thank you for your time and consideration.

I look forward to contributing my voice in any way needed. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. I would love to learn more as housing develops in the up-coming months. In the meantime, I wanted you to know how important this issue is to me, and I hope we can work together to adopt a robust and citywide housing strategy.

Levels can afford to live in any Richmond County neighborhood they choose. It is important that Augusta be a leader in affordable housing to ensure that residents of all income levels can afford to live in any Richmond County neighborhood they choose. As a city, we face a housing affordability crisis, and one of the most important actions we can take to address that crisis is to build more affordable homes through strategic development. The need for assistance and affordable homes in our city. The knowledge and capacity gained through this program will position our non-profit and local government housing developers to be better equipped to keep pace with their market-rate competitors. It is important that Augusta be a leader in affordable housing to ensure that residents of all income levels can afford to live in any Richmond County neighborhood they choose.

Many Augustans pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has already experienced a significant loss of this diversity. I see this daily; the increase in building materials has outpriced new homeowners. Bold, forward-thinking measures, to increase affordable housing in our community, are imperative to living our shared progressive values. This is one thing the City of Augusta has done so well!

I am writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, I am overly excited about this program's potential for our area.

Dear Mayor Johnson,

Garnett Johnson, Mayor
City of Augusta
535 Telfair Street
Augusta, Georgia 30901

July 27, 2023



Good Shepherd Baptist Church
Rev. Clarence Moore, Pastor
1714 Olive Road
P.O. Box 141 (mailing address)
Augusta, Georgia 30903
Phone: 706-733-0341 Fax: 706-667-0205
e-mail address: admin@goodshpherd Augusta.org



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Mr. Jack Weinstein
Mr. Leon Mabson
Mr. Jack Weinstein
Executive Director
Mr. Jack Jones
Manager
Wood
Assistant

Item 38.

July 26, 2023

The Honorable Garnett Johnson, Mayor

City of Augusta
535 Telfair Street
Augusta, Georgia 30901

Dear Mayor Johnson,

I am writing to express my support for Augusta's application for participation in the University of Georgia's "Georgia Initiative for Community Housing." After hearing about the initiative, I am encouraged about this program's potential for our area. Many Augustans pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has experienced a significant loss of this diversity. The increase in building materials has outpaced new homeowners. Bold, forward-thinking measures, to increase affordable housing in our community, are imperative to living our shared progressive values.

As a city, we face a housing affordability crisis, and one of the most important actions we can take to address that crisis is to build more affordable homes through strategic development and rehabilitation of underutilized historic resources. The knowledge and capacity gained through this program will position our non-profit and local government housing developers to be better equipped to keep pace with their market-rate competitors.

It is important that Augusta be a leader in affordable housing to ensure that residents of all income levels can afford to live in any Richmond County neighborhood they choose. I look forward to contributing my voice. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great better associates.

Sincerely,

Erick Montgomery
Erick D. Montgomery
Executive Director

POST OFFICE BOX 37 AUGUSTA, GEORGIA 30903-0037
TEL 706.724.0436 FAX 706.724.3083
www.HistoricAugusta.org

T. Chris Johnson

Best regards,

Thank you for your time and consideration.

I look forward to contributing to the success of this program. I believe in educating everyone interested in the home-buying process because smart buyers make smart decisions which strengthens the community. Please allow this letter to express my strong interest in this issue, and I look forward to working together to adopt a robust, citywide housing strategy.

County residents of all income levels can afford to be homeowners. As a city, we face a housing affordability crisis, and one of the most important actions we can take to address that crisis is to build more affordable homes through strategic development. The knowledge and capacity gained through this program will position our non-profit and local government housing developers to be better equipped to keep pace with their market-rate competitors. It is important that Augusta be a leader in affordable housing to ensure that Richmond

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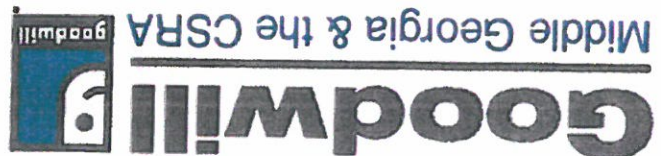
Dear Mayor Johnson,

Garnett Johnson,
Mayor City of Augusta
535 Telfair Street, Suite 200
Augusta, Georgia 30901

July 26, 2023

T. CHRIS JOHNSON
Tax Commissioner Ex-Officio Sheriff
535 Telfair Street-Suite 100 | Augusta, GA 30901
706-821-2391





July 31, 2023

Garnett Johnson

Mayor

City of Augusta

535 Telfair Street

Augusta, Georgia 30901

Dear Mayor Garnett,

I am writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, I am overly excited about this program's potential for our area.

Many Georgians pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has already experienced a significant loss of this diversity. I see this daily; the increase in building materials has outpaced new homeowners. Bold, forward-thinking measures, to increase affordable housing in our community, are imperative to living our shared progressive values. This is one thing the City of Augusta has done so well!

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I look forward to contributing my voice in any way needed. I believe in educating everyone interested in the home-buying process. Smart buyers make smart decisions, and they make great community associates. I would love to learn more as housing develops in the up-coming months. In the meantime, I wanted you to know how important this issue is to me, and I hope we can work together to adopt and robust and citywide housing strategy.

Thank you for your time and consideration.

Best regards,

James K. Stiff

President

James K. Stiff

Building lives, families, and communities — one career at a time.
 5171 Eisenhower Parkway • Macon, GA 31206 • (478) 475-9995 • Fax: (478) 471-4845
 3145 Washington Road • Augusta, GA 30907 • (706) 650-5760 • Fax: (706) 650-5951
www.goodwillworks.org



100 N. 13th Office

150 Centre Street Suite 3500

Augusta, GA 30901

Augusta, GA

July 28, 2023

Garnett Johnson

Mayor

City of Augusta

535 Tellair Street

Augusta, Georgia 30901

Dear Mayor Garnett,

I am writing to express my support for Augusta's application for participation in the University of Georgia's Georgia Initiative for Community Housing. After researching the initiative, I am overly excited about this program's potential for our area.

Many Georgians pride themselves on their progressive politics and the diversity of incomes and backgrounds represented among the city's residents, but with the soaring costs of housing, our community has already experienced a significant loss of this diversity. I see this daily: the increase in building materials has outpaced new homeowners. Bold, forward-thinking measures, to increase affordable housing in our community, are imperative to living our shared progressive values. This is one thing the City of Augusta has done so well!

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I thank you for your time and consideration.

Best regards,

Cal Wray

President

Development Authority of Augusta, Georgia

706-284-5610

cal@augustadev.org

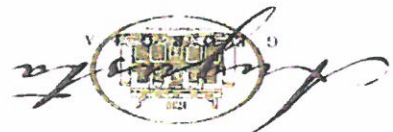


Augusta Housing & Community Development Department
510 Fenwick Street - Augusta, Georgia 30901
(706) 821-1797 - Fax (706) 821-1784
www.augustaga.gov

Pledge Letters of In-Kind Support

AGA _ UGA GICH Application

HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT



Building lives, families, and communities – one career at a time.
 5171 Eisenhower Parkway – Macon, GA 31206 – (478) 475-9995
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www.goodwillworks.org

Senior Vice President of Career Development

Leah M. Pontani, MBA

Leah M. Pontani
 Sincerely,

Goodwill Industries of Middle Georgia & the CSRA is thrilled to express our confidence in Augusta's application for participation in the Georgia Initiative for Community Housing. As a non-profit entity with prominent operations in Augusta, we are dedicated to ensuring that all families in our community have access to safe and healthy housing. We recognize the importance of affordable homes in our city, and this program has the potential to help us meet this crucial need.

We are committed to providing in-kind services, such as meeting space, to ensure the success of Augusta's GICH application. With the knowledge and capacity gained through this program, Augusta will be better equipped to compete with market-rate competitors.

It is imperative that Augusta becomes a leader in affordable housing to ensure that residents of all income levels have the opportunity to live in any neighborhood in Richmond County. We firmly believe that this program will help us achieve this goal and make Augusta a better place for all to call home.

We are eagerly looking forward to being a part of this project and strongly encourage your consideration of this proposal.

Dear Mayor Johnson,

Re: Augusta Georgia – GICH Application Pledge Letter

Augusta City Hall
 Attn: Mayor Garnett Johnson
 535 Telfair St., Suite 200
 Augusta, GA 30901

July 27, 2023



1451 Marvin Griffin Road Augusta, GA 30906 Phone 800 241 5855 Fax 706 771 4608



Brandon Haddock
Director, Communications

Brandon Haddock

Sincerely,

If you have any questions or need more information, please contact me at 706.772.5931 or via e-mail at bhaddock@textron.com. Thank you for the opportunity to be part of this important endeavor.

Textron Specialized Vehicles is willing to provide in-kind services to ensure the success of Augusta's GICH application. Specifically, we will provide food and beverages to the initiative's attendees. If timing and space allow, we also might be able to provide meeting space to accommodate the initiative.

I write today in support of Augusta's application for participation in the Georgia Initiative for Community Housing. As Augusta's largest industrial employer, Textron Specialized Vehicles understands the importance of the availability of safe and affordable housing to our community's economic development and quality of life. This initiative has the potential to help us meet this crucial need.

Dear Mayor Johnson,

The Honorable Garnett L. Johnson
Mayor of Augusta
535 Telfair Street
Suite 200
Augusta, GA 30901

July 28, 2023

TEXTRON
SPECIALIZED VEHICLES

Johnny's Heating and Air
2322 Tubman Home Road
Augusta Ga 30906
July 26, 2023

Re: Augusta Georgia GICH Application Pledge Letter

Dear Mayor Garnett,

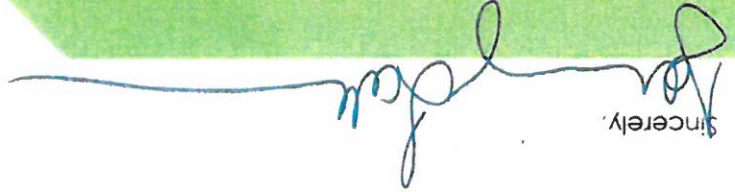
I am thrilled to express my confidence in Augusta's application for participation in the Georgia initiative for Community Housing. As a proud resident of Augusta, I am dedicated to ensuring that all families in our community have access to safe and healthy housing. We recognize the importance of affordable homes in our city, and this program has the potential to help us meet this crucial need.

We are committed to providing in-kind services, such as meeting space or meals and beverages, to ensure the success of Augusta's GICH application. With the knowledge and capacity gained through this program, Augusta will be better equipped to compete with market-rate competitors.

It is imperative that Augusta becomes a leader in affordable housing to ensure that residents of all income levels have the opportunity to live in any neighborhood in Richmond County. We firmly believe that this program will help us achieve this goal and make Augusta a better place for all to call home.

I am eagerly looking forward to being a part of this project and strongly encourage your consideration of this proposal.

Sincerely,



Written Application

Questions 1-2: Provide the name and address of the organization applying for participation. The applicant organization should be the lead agency/fiscal agent for the Community Housing Team. The applicant organization must be a City or County government or public housing authority.

Questions 3-8: Provide the name and contact information of the primary person (line 3-5) and the secondary person (lines 6-8) that will be the contact for activities of the Community Housing Team and questions about the application.

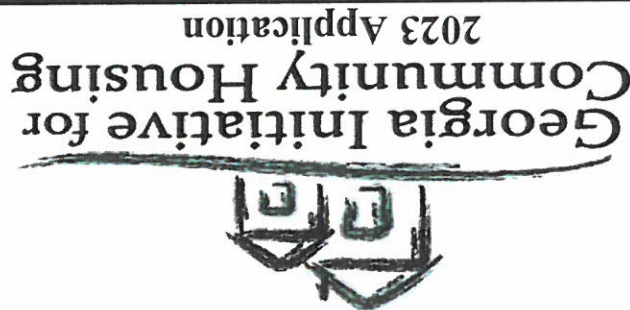
Question 9: Indicate which person will be Team Leader. The Team Leader is expected to be committed to the full three-year life of the program and to coordinate team meeting

Letter of Intent (1-2 pages) Prior to submitting the GICH application, applicants must submit a letter of intent by email to Jermaine Durham at Jermaine.Durham@uga.edu by July 7, 2023. In the LOI, please describe the circumstances that led you to the decision to apply for the GICH program. This may include housing issues facing your community, current partnerships and housing activities underway, or recent planning efforts citing the need. Also include: name, title, affiliation, telephone number, and email address of the person who will assume responsibility for pre-application communication. The initial point of contact person may be different from the primary contact for the application as listed in line 3-5.

Webinar It is not required, but applicants are strongly encouraged to attend an informational webinar prior to submitting an application. There are two live webinars scheduled for May 19 and June 16, 2023, at 10am. For more information about the webinars and registration, please visit the GICH website (<https://www.fcs.uga.edu/hnce/gich-how-to-apply>). You can also provide the GICH Director with your email address and be placed on the GICH mailing list.

Before completing the application form, please review the instructions. Questions regarding this application form or the Georgia Initiative for Community Housing should be directed to the GICH Director Dr. Jermaine Durham at 706-542-4949 or by email at Jermaine.Durham@uga.edu.

Instructions



arrangements, work schedules, fiscal matters, and to generally keep the team on task and motivated.

Question 10 There is no charge for participation in GICH activities. However, communities must cover travel and lodging costs for its housing team members to participate in the planning retreats and other associated team activities. **On average, yearly costs for a housing team can range between \$3,000 - \$5,000.** There are many ways in which these costs can be covered. For example, each team member might have their costs covered by the organization which they represent (e.g., City, County, housing authority, chamber of commerce, private business, church, or nonprofit). The community might also wish to raise funds locally or a single entity (e.g., local government, financial institution or chamber of commerce) might be willing to cover this cost. This section should indicate how the community anticipates covering these costs and the status of that funding. The estimated costs per team will be:

Yearly Travel Costs: Costs will consist of travel to two, multi-day (two or three day) retreats, which may require several overnight stays, depending on distance from your community. Lunches will be provided during the retreat but not dinners. Most hotels offer continental breakfast. For initial planning purposes, assume that conference hotel rooms may cost between **\$100 and \$135 per night**. The costs for the first year will be slightly higher than the second and third years, due to more retreat workdays. Your travel costs will vary depending on the number of team members attending and the distance of the retreats from your community.

Other Costs: Any costs incurred by the Community Housing Team during its work between retreat sessions will be the responsibility of the community. These costs should be negligible and based on decisions the team makes about meetings involving meals, local staff time devoted to meetings and meeting preparation, and other related expenses. Those costs and funding sources do not need to be included on this application form.

Question 11: List the members of the Community Housing Team. These will be the people who attend the Initiative activities and who are committed to working on the community's housing issues. Housing teams normally consist of 10 to 20 individuals and include representatives from local government, business (particularly banks, real estate, and builders/developers), nonprofit housing organizations, and the public housing authorities; among others. Each team is strongly encouraged to include a local elected official who is part of the team; consistently participates with the group by attending GICH retreats and local meetings, and acts as a liaison back to the local government. Other representatives that might be included, depending on your community, are faith-based organizations, churches, development authorities, chamber of commerce, school system, major employers, and law enforcement. If you have more than one individual from any group, include them in "other." In addition to giving the person's name, title, and organizational affiliation, each person is required to sign the application. If someone has not yet confirmed but has been invited, write "invited" in the signature column for that person.

Question 21: Indicate whether or not your city government has collaborated with your County government on a community development or housing related project in the past five years. If so, please describe.

Questions 17-20 Indicate whether or not your community has participated in the Main Street Program, the Archway Partnership, or the Georgia Downtown Renaissance, has a land bank authority, has completed a housing needs assessment in the past three years, and has had worked with the Regional Commission in the past five years.

Questions 15-16 Indicate whether or not the City and County governments have building inspection and/or code enforcement staff, a zoning ordinance, subdivision controls and an Urban Redevelopment Plan.

Question 14: Describe housing activities successfully completed or currently underway or any other previous housing efforts in the community, including applications made for funding (such as CHIP, CDBG, LIHTC, etc). Activities described might include neighborhood rehabilitation efforts, rehabilitation of public housing units, concentrated code enforcement efforts, and construction of new affordable housing. You may attach one additional page to respond to this section.

Question 13: Describe the primary housing issues facing the community. You may attach one additional page. You may also attach completed housing studies, maps or other information that may be helpful for the selection committee. The description included in the application does not commit the community's housing team to identifying the issues described as the primary problems or key objectives for their work. It will, however, give the reviewers an idea of the types of issues that are currently identified as central to the community's housing needs.

Question 12: Indicate the extent of local support the Community Housing Team has from local governments and other entities in the community. Evidence of local government support includes allocations of budgeted funds, pledges of staff support, letters of support, and Council/Commission resolutions. Other types of local support would include pledges of funds and/or staff support, letters of support, and in-kind support such as meeting space and food.

Broad community representation and dedicated member participation on the housing team is vital to developing and implementing an effective housing plan. Participating communities are encouraged to send their full housing teams to each retreat. In reality, it is not always practical for every member to travel to each retreat. In fact, the team may have members that never attend the retreats, but participate in local meetings and events. It is imperative, however, that each team has a core group of 8 to 12 members that are dedicated to attending the retreats for the full three-year program. GICH teams are required to attend (2) retreats per year during the duration of the three-year program. GICH teams must ensure that at least 4 members are in attendance during the scheduled retreats to remain "active". Teams with less than 4 members at retreats are defined as "inactive" and can risk losing DCA benefits or be removed from the program.



Question 22: Indicate whether or not your county government has collaborated with your City government on a community development or housing related project in the past five years. Describe below.

Question 23: This section provides you with an opportunity to explain why your community wishes to participate in the Initiative, what you hope to achieve by participating, how this work fits into the community's current initiatives and plans and what strengths the community brings to the process that will increase the likelihood that this will be a positive and useful experience for the community. You may attach one additional page to respond to this section.

Question 24: This section provides communities who applied in the previous year but were not accepted into the program an opportunity to explain why your community is ready to participate in the Initiative this year. This section does not apply to first-time applicants. Briefly describe activities and efforts that you have taken to build dedicated and sustainable team leadership and to work together as a collaborative group since your last application or site visit. (You may attach one additional sheet to respond to this section)

Certification & Acknowledgement of Responsibilities: An executive official of the applicant organization must certify that the information is correct, and that the community will assemble a housing team and fully participate in the program if chosen. The certifying official should be a responsible official of the organization (i.e., Chief Elected Official, Chair of the County Commission, Chair of the Public Housing Authority Board, or the appropriate combination, if a joint application).

Electronic Submittal is required. For the 2023 cycle, all GICH applications must be submitted electronically. The application can be accessed and submitted through the following link (https://ugeorgia.ca1.qualtrics.com/jfe/form/SV_5oJmrxsMwCZT2ke). All attachments must be scanned and incorporated into the application as PDF documents where indicated. Housing team member signatures can be submitted as a PDF or as scanned emails from each member indicating their participation. If you have any trouble submitting the application, or if you want to verify the status of your application, please contact the GICH program director Jermaine Durham by phone (706.542.4949) or via email (Jermaine.Durham@uga.edu).

Deadline Dates: Prospective communities must submit applications electronically no later than 5:00 PM EST on Monday July 31, 2023, to be considered for participation in the Georgia Initiative for Community Housing. Late applications will not be accepted.

	Funding Source(s)	Amount	Status (Requested or allocated)
Year 1	Housing and Community Development General Funds Budget	\$10,000	Allocated
Year 2	Housing and Community Development General Funds Budget	\$10,000	Allocated
Year 3	Housing and Community Development General Funds Budget	\$10,000	Allocated

10. Funding Source(s) and Amount Allocated for Travel and Lodging Expenses:

9. Indicate who is the Team Leader: Primary Contact ☐ OR Secondary Contact ☒

8. Telephone: _____

706.821.1797

7. Email Address: _____

706.821.1784

Fax: _____

6. Secondary Contact Person: _____

Hawthorne Welcher, Jr.

5. Telephone: _____

706.827.1831

Fax: _____

706.821.1835

4. Email Address: _____

mayorjohnson@augustaga.gov

3. Primary Contact Person: _____

Mayor Garnett Johnson

Augusta, GA 30901

2. Address: _____

535 Telfair Street

1. Name of Applicant: _____

Augusta, Georgia

SECTION A — APPLICANT AND FINANCIAL INFORMATION

APPLICATION FOR PARTICIPATION — 2022



SECTION B — COMMUNITY HOUSING INFORMATION

11. Community Housing Team Members: (pages 2-3)

Housing Industry Groups	Name	Title	Affiliation	Signature Indicating Agreement to Participate
City government – elected official				
City government – staff				
County government (if applicable) – elected official				
County government - (if applicable) - staff				
Bank				
Real Estate				
Builder/Developer				
Nonprofit organizations				
Habitat for Humanity				
Public housing authority				
Local school system				

Housing Industry Groups	Name	Title	Affiliation	Signature Indicating Agreement to Participate
Regional Commission /Planning Agency				
Chamber of Commerce				
Cooperative Extension				
Family Connections				
Resident/citizen				
Faith-based organization				
Planning/Zoning/Historic Preservation Board				
Economic Development/ Downtown Development/Urban Redevelopment/Land Bank Authority				
Other				

12. Please attach evidence of support from local government, businesses, and other organizations (e.g., letters of support, local government resolutions, and other actions):
- See attached evidence of the pledged budgeted funds and staff support from the Augusta, Georgia, Administrator. Also attached are support and pledge letters from other local sources, letters from the community, for-profit, nonprofit, and faith-based organizations, and in-kind support like meeting space and food. This reflects Augusta's commitment to utilizing these resources to the best of our abilities to impact our community positively.
13. Describe the primary housing issues facing the community. In evaluating the adequacy and suitability of existing housing stock to serve current and future community needs, you may consider the following factors: housing types and mix, condition and occupancy, local cost of housing, cost-burdened households in the community, jobs-housing balance, housing needs of special populations, and availability of housing options across the life cycle. (you may attach two additional sheets to respond to this section):
- The economic and foreclosure crisis of 2007 and 2010 devastated Augusta, Georgia's housing situation, just like many other low-income communities across the United States. Unfortunately, residents were left with severely inadequate housing and an average household wage that left them struggling to make ends meet.
- In 1996 the City of Augusta consolidated with Richmond County to form Augusta-Richmond County, which is now one of only three consolidated governments in Georgia. This governing body consists of a Mayor and 10 Augusta-Richmond County commissioners. Augusta-Richmond County, best
14. Describe housing activities successfully completed or currently underway or any other previous housing efforts in the community, including applications made for funding (such as CHIP, CDBG, LIHTC, etc). (you may attach one additional sheet to respond to this section):
- See the attachments.

1. Georgia Main Street	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Years: _____)
2. Archway Partnership	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Years: _____)
3. Georgia Downtown Renaissance	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Years: _____)
4. DCA Georgia PlanFirst Program	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Years: _____)
5. GMA Place Making Collaborative	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Years: _____)

17. Has your community participated in the following programs?

1. Building Inspection Staff ☒ Yes ☐ No If yes, how many positions (full-time equivalent)? 11
2. Code Enforcement Staff ☒ Yes ☐ No If yes, how many positions (full-time equivalent)? 13
3. Zoning Ordinance ☒ Yes ☐ No
4. Subdivision Ordinance ☒ Yes ☐ No

16. Does the County government have the following:

1. Building Inspection Staff ☒ Yes ☐ No If yes, how many positions (full-time equivalent)? 11
2. Housing Element of the Comprehensive Plan ☒ Yes ☐ No
3. Code Enforcement Staff ☒ Yes ☐ No If yes, how many positions (full-time equivalent)? 13
4. Zoning Ordinance ☒ Yes ☐ No
5. Subdivision Ordinance ☒ Yes ☐ No
6. Urban Redevelopment Plan (O.C.G.A 36-61-1) ☒ Yes ☐ No

15. Does the City government have the following:

18. Does your community have a land bank authority? ☐ No ☒ Yes

19. Has your community completed a housing needs assessment in the past three years? ☐ Yes ☒ No
If yes, please describe the scope, target area, funding, etc.

20. Has your community worked with your Regional Commission on community development activities in the past 5 years? ☐ Yes ☒ No
If yes, please describe:

21. If this application is being submitted on behalf of a municipal government, has the city government collaborated with the county government on a community development or housing related project in the past five years? ☐ Yes ☒ No
If yes, please describe:

See attachments

22. If this application is being submitted on behalf of a county government, has the county government collaborated with a municipal government within its jurisdiction on a community development or housing related project in the past five years? ☐ Yes ☒ No
If yes, please describe:
See the attachments

24. This section provides communities who were not previously accepted into the program with an opportunity to explain why your community is ready to participate in the Initiative this year. This section does not apply to first-time applicants. Briefly describe activities and efforts that you have taken to build dedicated and sustainable team leadership and to work together as a collaborative group since your last application or site visit. (You may attach additional sheets to respond to this section). See the attachment.

23. Briefly describe why your community wishes to participate in the Georgia Initiative for Community Housing, what you expect as an outcome from your community's participation, and how this work fits into the community's current initiatives and plans. (You may attach additional sheets to respond to this section). See the attachment.

SECTION C — CERTIFICATION & ACKNOWLEDGEMENT OF RESPONSIBILITIES

Organization - The housing team must include broad community representation.

Communities are expected to:

- develop a recruitment plan to assure the team remains reflective of your community, which includes a means of replacing nonparticipants or team member resignations.
- Furthermore, the team must continue to seek out new members when the need arises.

- include a local elected official who is part of the team; consistently participates with the group by attending GICH retreats and local meetings, and acts as a liaison back to the city council.
- notify the GICH program coordinator when team leader (or primary or secondary contact persons) change, by completing approved paperwork.

Attendance & participation - Dedicated team member participation on the housing

team at the biannual retreats and local meetings is vital for meaningful facilitated

discussion and developing and implementing an effective housing plan. Communities are expected to:

- maintain active and substantial participation at every retreat and at all group presentations and individual work sessions. This also includes giving report back on progress at every retreat, starting in the fall of the first year.
- GICH teams must ensure that at least 4 members are in attendance during the scheduled retreats to remain "active". Teams with less than 4 members at retreats are defined as "inactive" and can risk losing DCA benefits, or be removed from the program.
- create and adhere to a local meeting schedule to continue plan development and implementation between initiative retreats. Communities must maintain a list of attendees and meeting minutes.

Product - The GICH program partners with communities to improve their quality of life

and economic vitality through the development of locally based housing and

revitalization strategies. Communities are expected to:

- develop a plan working with their facilitator during retreat work sessions.
- continue to refine and amend the plan during local meetings.
- take steps to implement action items.
- assure sustainability of plan by developing future action items (juniors).
- maintain electronic copies of the up-to-date working plan. This is the responsibility of the local team leader.

To the best of my knowledge the information in this application is true and correct. By checking the "Yes" box below, the official representative of the applicant certifies these statements and acknowledges the following responsibilities of program participation:

Date: 7/31/2023

☒ Yes

Name of official representative (please print): Garnett Johnson

Title: Mayor



Commission Meeting

August 15, 2023

Vendor Award for Bid Item 23-164 Interior & Exterior Renovations at Fire Logistics Warehouse

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to award Bid Item 23-164 Interior & Exterior Renovations at Fire Logistics Warehouse to Tyco Construction & Industrial Services, Inc. in the amount of \$42,658.63. (Approved by Public Safety Committee August 8, 2023)
Background:	The Augusta Fire Department and Procurement Department have concluded the bid process for Bid Item 23-164 Interior & Exterior Renovations at Fire Logistics Warehouse. Tyco Construction & Industrial Services, Inc. was the most responsive bidder within the allocated budget.
Analysis:	The Augusta Fire Department intends to enter into contract with a qualified vendor to repair the exterior walls and remove all water damaged interior drywall ceilings in the Fire Department Logistics Warehouse located at 2815 Tobacco Rd. Hephzibah, GA 30815.
Financial Impact:	\$42,658.63
Alternatives:	None at this time.
Recommendation:	To approve the Motion to award Bid Item 23-164 Interior & Exterior Renovations at Fire Logistics Warehouse to Tyco Construction & Industrial Services, Inc.
Funds are available in the following accounts:	SPLOST Account 330-03-4510/52-23111
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden

Invitation to Bid

Sealed bids will be received at this office until **Monday, May 1, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **894 0082 9595**; Passcode: **902757** for furnishing:

Bid Item #23-164 Interior & Exterior Renovation at Fire Logistics Warehouse for Augusta, GA – Fire Department

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri 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, April 10, 2023 @ 2:00 p.m. via Zoom Meeting ID: 881 3670 6729; Passcode: 691690. Optional Site-Visit, Tuesday, April 11, 2023, at the site location. Contact Lerone Beasley at (706) 821-2911 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, April 12, 2023 @ 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.

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: Geri 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 March 16, 23, 30, 2023 and April 6, 2023
Metro Courier March 16, 2023

**Fire Department/Emergency Management Agency****Antonio Burden, Fire Chief/EMA Director**

May 18, 2023

Ms. Geri Sams, Procurement

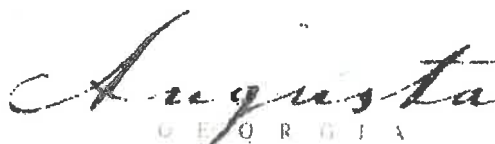
Ref: Vendor Recommendation Bid Item #23-164 Interior & Exterior Renovations at
Fire Logistics Warehouse

Dear Ms. Sams:

The Fire Department would like to award Bid Item #23-164 Interior & Exterior Renovations at Fire Logistics Warehouse to Tyco Construction & Industrial Services, Inc. Tyco Construction was the most responsive bid totaling \$42,658.23. If you have questions or require further information, do not hesitate to contact me at 706-821-2909 or 706-821-2933.

Sincerely,

Antonio Burden
Fire Chief/EMA Director



Procurement Department

Mrs. Geri Sams, Director

May 9, 2023

Emailed: (dgore@goreconstructionllc.com)

Doland Gore
Gore Construction
264 Woodlawn Road
Clarks Hill, SC 29821

Ref: Bid Item #23-164 Interior & Exterior Renovation at Fire Logistics Warehouse
for Augusta, Georgia- Fire Department
Bid Date: Monday, May 1, 2023 @ 11:00 a.m.

Dear Mr. Gore,

Thank you for your bid response in reference to Bid Item #23-164. Please be advised that after carefully reviewing your package, it has been noted that your calculated figures and totals are incorrect. We are requesting that you review your figures/calculations again and compare your figures and totals to the figures and totals that we have attached. If your company does not agree with the figures/total, then the discrepancies shall be duly noted. However, the formulated tabulation sheet with the **Grand Total Base Bid of \$34,292.62** is the figure that was computed for your company instead of the \$47,000.00 listed in your company's bid package. A copy of your submittal is attached.

The grand total of: \$34,292.62 is the figure that this department has and will accept.


Signature

5-10-23
Date

Accept

Decline

Please concur to this change(s) no later than Monday, May 15, 2023 @ 4:00 p.m. You may email your response at procbidandcontract@augustaga.gov or by fax to 706-821-2811.

We would like to thank you for your interest in doing business with Augusta and look forward to your company participating in future projects. Any correspondence concerning this matter or questions concerning future procurements must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Or
Fax: 706-821-2811
Email: procbidandcontract@augustaga.gov

Sincerely,

Geri A. Sams
Director Procurement

GAS/ts

Attachment

cc: Antonio Burden, Fire Department
Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your
smartphone or camera equipped
tablet to visit the Augusta, Georgia



Procurement Department

Mrs. Geri Sams, Director

May 9, 2023

Emailed: (admin@tycoconstruction.com)

TJ Harris
Tyco Construction & Industrial Services, Inc.
6197 Bowen Rd.
Blackshear, GA 31516

Ref: Bid Item #23-164 Interior & Exterior Renovation at Fire Logistics Warehouse
for Augusta, Georgia- Fire Department
Bid Date: Monday, May 1, 2023 @ 11:00 a.m.

Dear Mr. Harris,

Thank you for your bid response in reference to Bid Item #23-164. Please be advised that after carefully reviewing your package, it has been noted that your calculated figures and totals are incorrect. We are requesting that you review your figures/calculations again and compare your figures and totals to the figures and totals that we have attached. If your company does not agree with the figures/total, then the discrepancies shall be duly noted. However, the formulated tabulation sheet with the **Grand Total Base Bid of \$42,658.63** is the figure that was computed for your company instead of the \$49,297.01 listed in your company's bid package. A copy of your submittal is attached.

The grand total of: \$42,658.63 is the figure that this department has and will accept.


Signature

5/15/2023
Date

TH
Accept

Decline

Please concur to this change(s) no later than Monday, May 15, 2023 @ 4:00 p.m. You may email your response at procbidandcontract@augustaga.gov or by fax to 706-821-2811.

We would like to thank you for your interest in doing business with Augusta and look forward to your company participating in future projects. Any correspondence concerning this matter or questions concerning future procurements must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Or
Fax: 706-821-2811
Email: procbidandcontract@augustaga.gov

Sincerely,

Geri A. Sams
Director Procurement

GAS/ts

Attachment

cc: Antonio Burden, Fire Department
Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your
smartphone or camera equipped
tablet to visit the Augusta, Georgia

ALLEN-BATCHELOR CONSTRUCTION
ATTN: FLETCHER DICKERT
1063 FRANK INDUSTRIAL DRIVE
AUGUSTA, GA 30909

R.W. ALLEN
ATTN: CHUCK MCREE
1015 BROAD STREET
AUGUSTA, GA 30901

JUTCO INC
ATTN STEVE SMITHSON
591 BRANDYWINE DR
EVANS, GA 30809

RCN CONTRACTING
ATTN JIM NEWMAN
1115 FRANKIE PLACE COURT
AUGUSTA GA 30909

KUHLKE CONSTRUCTION
3704 BENCHMARK DRIVE
AUGUSTA, GA 30909

S. D. CLIFTON CONSTRUCTION
4323 WHEELER ROAD
AUGUSTA, GA 30907

ACC RESTORATION LLC
3026 DEANS BRIDGE RD
AUGUSTA, GA 30906

INTERIOR & EXTERIOR ASSOCIATES
2711 MIKE PADGETT HWY
AUGUSTA, GA 30906

HORIZON CONSTRUCTION
P.O. BOX 798
EVANS, GA 30809

HEAVENER AND ASSOCIATES
CONSTRUCTION
P.O. BOX 14129
AUGUSTA, GA 30919

ATTN: LARRY MCCORD
LARRY MCCORD DESIGN/BUILD
2016 HIGHLAND AVENUE
AUGUSTA, GA 30904

MIDWEST MAINTENANCE
ATTN: ANDREW DEBROSSE
4268 BELAIR FRONTAGE #B
AUGUSTA, GA 30909

J & B CONSTRUCTION
ATTN: JEROME JONES
3550 GORDON HWY
GROVETOWN, GA 30813

ATTN: JAMES WILLIAMS
CONTRACT MANAGEMENT, INC.
1827 KILLINGSWORTH RD.
AUGUSTA, GA 30904

B.R. WALDEN CONSTRUCTION
2320 WALDEN DRIVE
AUGUSTA, GEORGIA 30904

JBC CONSTRUCTION
118 N BELAIR ROAD SUITE 1
EVANS GA 30809

SHEARER CONSTRUCTION
ATTN: ROBBIE SHEARER
106 S BELAIR RD.
AUGUSTA, GA 30907

BLOUNT'S COMPLETE HOME SERVICE
ATTN: JIMMY BLOUNT
2907C TOBACCO ROAD
HEPHZIBAH, GA 30815

TWENTIETH CENTURY CONST.
ATTN: CARL JORDAN
2106 KELLY STREET
AUGUSTA, GA 30904

SOMMERS CONSTRUCTION
ATTN: PATRICK SOMMERS
4889 SOMERSET DRIVE
EVANS, GA 30809

CONTINENTAL CONSTRUCTION
4190 CROSSTOWNE COURT
EVANS, GA 30809

Bid Item #23-164 Interior & Exterior
Renovations at Fire Logistics Warehouse
for Augusta, GA – Fire Department
DUE: Monday, May 1, 2023 @ 11:00 A.M.

Wilmil Remodeling, LLC 2023-03-16	projects@wilmilremodeling.com Fajuke, Opeyemi	N	NOM	Item 39.
XPRESS CLEANING SOLUTIONS OF ATLANTA LLC 2023-03-16	info@xpresscleaningsolutionsatlanta.com SMITH, SHAVONDA	N	NOM	
XPRESS CLEANING SOLUTIONS OF ATLANTA LLC 2023-03-16	tammie@nawosb.org BAILEY-FULTS, TAMMIE			
ZEHNA INC 2023-03-16	kevinc.crr@gmail.com Cash, Kevin	N	NOM	
mr Fix It 30121 LLC 2023-03-16	mrfixit30121@yahoo.com Roney, Amy	Y	AFA	
new world restoration llc 2023-03-16	newworldrestoration@hotmail.com zolanich, jonathan	N	NOM	

ETHNIC GROUP COUNT

African American	50
Asian American	6
Native American	5
Hispanic/Latino	9
Pacific Island/American	1
Non Minority	295
Not Classified	0
Total Number of Vendors	366
Total Number of Contacts	628

[PR_bid_email_list](#)

Planholders

Add Supplier

Export To Excel

Supplier (5)

Supplier	Download Date
Dodge Data	03/17/2023
JLUL LOGISTICS LLC	03/16/2023
Lunacon Construction Group	03/16/2023
Onvia, Inc. - Content Department	03/16/2023
WOW CK Design LLC	03/16/2023

Add Supplier

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Documents

Filename	Type	Action
23-164_ITB	Bid Document / Specifications	View History
23-164_ADD1	Addendum	View History



Commission Meeting

August 15, 2023

Accept FY 2022 Assistance to Firefighters Grant Award

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to accept the FY 2022 Assistance to Firefighters Grant \$788,734.79 from FEMA, utilize Fire Department Fund Balance for 10% match and authorize the mayor to sign all appropriate documentation. (Approved by Public Safety Committee August 8, 2023)
Background:	The Augusta Fire Department has been awarded \$788,734.79 in federal funding through FEMA's Assistance to Firefighters Grant. This grant has a 10% match of \$78,873.49.
Analysis:	The FY 2022 Assistance to Firefighters Grant will provide funding to purchase 28 Automatic Chest Compression Devices that will go on all fire apparatus and cancer screenings for all firefighters.
Financial Impact:	\$78,873.49
Alternatives:	None at this time.
Recommendation:	To approve the Motion to accept the FY 2022 Assistance to Firefighters Grant, utilize Fire Department Fund Balance for 10% match and authorize the mayor to sign all appropriate documentation.
Funds are available in the following accounts:	Will be budgeted in Fund 274. Match fund is from Fire Fund balance account 274000000-1342210
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/25/2023



FEMA

Bryant Wolf
AUGUSTA-RICHMOND COUNTY GOVERNMENT
DONNA WILLIAMS 535 TELFAIR STREET, SUITE 800
AUGUSTA, GA 30901

EMW-2022-FG-09370

Dear Bryant Wolf,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$788,734.79 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$78,873.49 for a total approved budget of \$867,608.28. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Assistance to Firefighters Grant
Recipient: AUGUSTA-RICHMOND COUNTY GOVERNMENT
UEI-EFT: ZH93N1J4TBE8
DUNS number: 073438418
Award number: EMW-2022-FG-09370

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$484,400.00
Supplies	\$37,436.00
Contractual	\$229,180.00
Construction	\$0.00
Other	\$116,592.28
Indirect charges	\$0.00
Federal	\$788,734.79
Non-federal	\$78,873.49
Total	\$867,608.28
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

Approved request details:

Equipment

Additional funding

DESCRIPTION

External Power Supply 28 \$456.00 3 Battery - Dark Grey - Rechargeable LiPo 28 \$881.00

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	28	\$1,337.00	\$37,436.00	Supplies

CHANGE FROM APPLICATION

Item created

JUSTIFICATION

The award reflects a change from the amount requested in the application. Items were originally grouped together in one-line item. Each item requested is now listed as a separate line item.

Automatic Chest Compression Device (CPR)

DESCRIPTION

Standard onsite preventive maintenance inspection and unlimited repairs

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	28	\$8,185.00	\$229,180.00	Contractual

CHANGE FROM APPLICATION

Item created

JUSTIFICATION

The award reflects a change from the amount requested in the application. Items were originally grouped together in one-line item. Each item requested is now listed as a separate line item. In addition, the award reflects an update in line-item description to clarify that the length of the maintenance agreement is typical or standard for this type of equipment and its purchase is incidental to the acquisition of the equipment itself.

Automatic Chest Compression Device (CPR)

DESCRIPTION

Automatic Chest Compression Device for all front line apparatus

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	28	\$17,300.00	\$484,400.00	Equipment

CHANGE FROM APPLICATION

Unit price from \$28,694.00 to \$17,300.00

JUSTIFICATION

This reduction is because the cost you requested for Automatic CPR Device exceeds the average price range calculated from market research and prior awards for the same item.

Additional funding

DESCRIPTION

Freight/Shipping

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$8,106.28	\$8,106.28	Other

CHANGE FROM APPLICATION

Item created

JUSTIFICATION

The award reflects a change from the amount requested in the application. Items were originally grouped together in one-line item. Each item requested is now listed as a separate line item.

Wellness and fitness programs

Cancer Screening Physical

DESCRIPTION

Full Body Cancer Screenings will encompass biomarker detection kits, C- Reactive Protein test, vitamin D testing, chest x-ray, and fecal blood testing.

QUANTITY	UNIT PRICE	TOTAL
287	\$378.00	\$108,486.00

BUDGET CLASS

Other

CHANGE FROM APPLICATION

Quantity from 375 to 287

JUSTIFICATION

This reduction is because the number of Cancer Screenings requested exceeds the number of active firefighters in your department.

Personal Protective Equipment (PPE)

Complete Set of Turnout Gear

DESCRIPTION

Complete set of structural firefighting personal protective equipment including coat, trousers, suspenders, hood, helmet, gloves, and boots.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 177 to 0

Unit price from \$2,800.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Agreement Articles

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: AUGUSTA-RICHMOND COUNTY GOVERNMENT

UEI-EFT: ZH93N1J4TBE8

DUNS number: 073438418

Award number: EMW-2022-FG-09370

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons

Article 23 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26	<p>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</p> <p>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
Article 27	<p>Non-Supplanting Requirement</p> <p>Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.</p>
Article 28	<p>Notice of Funding Opportunity Requirements</p> <p>All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>
Article 29	<p>Patents and Intellectual Property Rights</p> <p>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
Article 30	<p>Procurement of Recovered Materials</p> <p>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>
Article 31	<p>Rehabilitation Act of 1973</p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>

Article 32 Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Reporting Subawards and Executive Compensation

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35**SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36**Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 37**Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 38**Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier. Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 39 USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 40 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 41 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2022-FG-09370	2. Amendment No. N/A	3. Recipient No. 582204274	4. Type of Action AWARD	5. Control No. WX01191N2023T		
6. Recipient Name and Address AUGUSTA-RICHMOND COUNTY GOVERNMENT 535 TELFAIR ST STE 800 AUGUSTA, GA 30901		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Bryant Wolf		9a. Phone No. 7068211642	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/25/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/01/2023 to 07/31/2025 Budget Period 08/01/2023 to 07/31/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-F2-GB01 - P410-xxxx-4101-D	\$0.00	\$788,734.79	\$788,734.79	\$78,873.49
Totals			\$0.00	\$788,734.79	\$788,734.79	\$78,873.49
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	07/25/2023

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

PR000426 FIRE FY 22 Assistance to Firefighters Grant

Requesting grant funds provided by FEMA for AFG program: PPE, Cancer Screenings, and CPR Assist Devices. / Cash Match 10%
Funding Source 274000000/1342210 - Fund Balance Unreserved/ EEO: No/ EEO Notified: No

Start Date: 09/30/2023

End Date: 09/30/2024

Submit Date: 02/10/2023

Department: 034

Total Budgeted Amount: 1,440,768.28

Total Funding Agency:

Fire Cash Match? Y
1,296,691.45 Total Cash Match: 144,076.83

Sponsor: GM0016

Federal Emergency Management

Sponsor Type: F

Federal

Purpose: 18

Emergency Service

Flow Thru ID:

Type	ID	Name	Contacts	Phone
P	GMI048	Wolf, William		(706)821-1642
I				

Type By
FA A. BURDEN

Date
02/10/2023

Approvals

Dept. Signature: 


Grant Coordinator Signature:  02/13/2023

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


Finance Director



Date 2-13-2023

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request


Administrator


Date 2/17/23 2-14-23

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.

User: WW13312 - William Wolf
Report: GM1000_PROPOSAL - GM1000: Grants Management:1

Page

Current Date: 02/13/2023

Current Time: 12:13:57



Commission Meeting

August 15, 2023

FY2022 Emergency Management Performance Grant

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to accept FY2022 Emergency Management Performance Grant (EMPG) in the amount of \$45,000. (Approved by Public Safety Committee August 8, 2023)
Background:	The FY2022 Emergency Management Performance Gant (EMPG) is a grant provided through GEMHSA to support the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness goal of a secure and resilient nation. The purpose of the EMPG program is to provide federal grants to states to assist state, local, territorial, and tribal governments in preparing for all hazards.
Analysis:	
Financial Impact:	The EMPG requires a minimum 50% (cash/or in-kind) match.
Alternatives:	None
Recommendation:	To accept the FY2022 Emergency Management Performance Grant (EMPG) in the amount of \$45,000 and authorize the mayor to execute all required documents.
Funds are available in the following accounts:	Budged in the org key 101039210. Match will be in-kind services through Augusta EMA.
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden

AUGUSTA, GEORGIA

New Grant Proposal/Application

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Proposal Project No. Project Title

PR000404 EMA Emergency Management Performance Grant

Requesting Cash Match for Emergency Management Performance Grant through FEMA. Cash match 50%/50% to fund EMA personnel salaries. In addition to providing steady state emergency management for Augusta-Richmond County, the agency is seeking to expand the CERT volunteer program, participate in nation's first community wide NFPA 3000 active shooter training, and conduct ESF training for all Emergency Operations Center personnel in the county. EEO Required: N. EEO Dept. Notified: N.

Start Date: 07/01/2022

End Date: 06/30/2023

Submit Date: 11/02/2022

Department: 039

EMA

Cash Match?

Y

Total Budgeted Amount: 100,000.00

Total Funding Agency:

50,000.00

Total Cash Match: 50,000.00

Sponsor: GM0016

Federal Emergency Management

Sponsor Type: PT

Pass thru Federal

Purpose: 18

Emergency Service

Flow Thru ID: GM0009 GEMA

Contacts

Type	ID	Name	Phone
I	GMI052	Andrew Jensen	(706)821-1157
I	25739	BURDEN, ANTONIO	0-

Approvals

Type	By	Date
FA	A. BURDEN	11/02/2022

Dept. Signature: 

Grant Coordinator 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


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


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.

From: ga.emgrants.com
To: [Nancy He](#)
Cc: [Antonio Burden](#); [Andrew Jensen](#)
Subject: [EXTERNAL] EMPG Award Notification
Date: Thursday, May 4, 2023 10:57:18 AM

Dear Nancy He,

It is my pleasure to announce that your FY 2022 Local Emergency Management Performance Grant (EMPG) Base Award application has been successfully processed and approved. As a result, your organization has been awarded \$45,000.00 in federal funds, and your advance payment is currently being processed by our Preparedness Grants and Programs Department. Upon completion of the payment process, your check will be forwarded to your organization.

This Base Award is funded by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and includes a minimum 50 percent (cash and/or in-kind) match requirement. Please review and adhere to the 2022 Local EMPG Program Guidance, which is available in the Georgia EMGrantsPro system. In addition, this notification is to serve as your organization's official Statement of Award. Please keep a copy of this information with your grant records. To view/download the EMPG Program Guidance, please [click on this link](#).

Thank you for your commitment to Georgia's citizens and assets. I appreciate your efforts to ensure Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,

James C. Stallings
Director
Georgia Emergency Management and Homeland Security Agency (GEMA/HS)

This is an automated email generated by <https://ga.emgrants.com/>, please do not reply.

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



Commission Meeting

August 15, 2023

Richmond County Juvenile Court 2023 BOOST Grant

Department:	Juvenile Court
Presenter:	Nolan Martin, Superior Court Administrator
Caption:	Motion to approve the acceptance of a \$53,550 BOOST Grant from the Georgia Department of Education.
Background:	The Richmond County Juvenile Court's Thrive Program was awarded a \$53,550 grant to strategically focus on reducing learning loss and building opportunities out of school time for youth who reside in economically disadvantaged communities with higher concentrations of black and brown students.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	220022650
<u>REVIEWED AND APPROVED BY:</u>	N/A

[EXTERNAL] BOOST Grant Year 3 ASP Funding Recommendation Notice

Kinyatta Trice <ktrice@georgiavoices.org>

Tue 7/18/2023 6:09 PM

To: DaCara Brown <DBrown@augustaga.gov>

July 18, 2023

Dear Augusta Richmond County Juvenile Court (City of Augusta, GA),

Here at the Georgia Statewide Afterschool Network (GSAN), it continues to be an absolute privilege to administer the Building Opportunities in Out-of-School Time (BOOST) grant program in coordination with the Georgia Department of Education (GaDOE). Our [Year 1 Implementation Report](#) highlights the successes of the BOOST Grants Program throughout the state of Georgia. It also showcases preliminary findings to underscore the stories of expanded access to afterschool and summer programming and speaks volumes to the need for this kind of funding. BOOST funds enable providers to implement innovative ways to reduce barriers to OST participation and increase the quality and scope of services provided to Georgia's youth. Along with a third-party research and evaluation partner, Metis Associates, GSAN is now engaged in our Year 2 and 3 Outcomes and Systems Study using BOOST reporting data, case studies, provider interviews, and much more.

As we close out BOOST Year 2, we look forward to an exciting Year 3, the final award year of the grant program (August 1, 2023-July 31, 2024). Your BOOST grant, which is a reimbursement-based grant, is available to you in the program's Year 3 afterschool period (August 2023-May 2024) and cannot be renewed. Grant funds recommended below must be fully exhausted and requested for reimbursement by September 24, 2024.

While BOOST grants were renewable over a three-year period, the funding amount is dependent on several key factors emphasized since the beginning of the project: **timely submission of a program report, compliance with training requirements, responsible and active utilization of funds, number of youth served, and amount (dosage) of OST programming provided.** Providers were asked to draw down at least 30% of their afterschool award or show active drawdowns approaching that amount; providers who were unable to access funds in a timely manner are subject to award penalties. Additionally, initial funding amounts were based largely on the number of youth and dosage reported in the application; in cases where results were *significantly* less than the original projection (or pre-approved project modification), award amounts were lowered to reflect a grant of equitable size to other, similar providers. In some special circumstances and in cases where providers *significantly* exceeded their original projections, award amounts may have been increased accordingly.

Below you will find the results of your BOOST Year 3 AFTERSCHOOL funding recommendations, including the details of any penalties and adjustments. **If you believe your funding penalty reflects an error, you must notify GSAN in writing by Monday, July 31 at 9:00 a.m. by emailing boost@georgiavoices.org.**

Total Funding Penalty: \$0.00

Reporting Compliance Penalty: \$0.00

Utilization of Funds Penalty: \$0.00

Total Award Increase: \$0.00

Floor Adjustment: \$0.00

Insurance Adjustment: \$0.00

Exceptionally high dosage/service numbers Adjustment: \$0.00

Year 3 AFTERSCHOOL Funding Recommendation: \$53,550.00

Please note that the GA State Board of Education must formally approve these recommendations at its July meeting before they can be formalized through a *Grant Award Notification*. These amounts are also subject to change if new information is discovered between the date of this letter and the approval date.

GSAN will provide templates for 2023 afterschool program budgets in the new year. No budgeting is required at this time.

Thank you for being on the BOOST journey with GSAN and GaDOE and for the work you do to nurture healthier, stronger, more resilient children and youth in Georgia!

Sincerely,



Kinyatta Trice, Ph.D. | Associate Director, BOOST Grants Program
Georgia Statewide Afterschool Network

404-521-0287 Direct

Have you read the [Whole Child Primer](#)?



Georgia Statewide Afterschool Network is a division of Voices for Georgia's Children.

[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.]

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

PR000446 JUVENILE Building Opportunities for Out-of-School Time (BOOST) Grants
 Year Three for the Building Opportunities Out of School Time (BOOST) grant for the After School Programs in the Richmond County Juvenile Court.
 NO EEO Required
 NO Match Required

Start Date: 08/01/2023 **End Date:** 05/31/2024
Submit Date: 07/20/2023 **Department:** 022 Juvenile Court **Cash Match?** N
Total Budgeted Amount: 53,550.00 **Total Funding Agency:** 53,550.00 **Total Cash Match:** 0.00

Sponsor: GM0045 GA Dept. of Education
Sponsor Type:
Purpose: 2 Serve Comm Juvenile Cts **Flow Thru ID:** GM0045 GA Dept. of Education

Contacts			
Type	ID	Name	Phone
I	GMI025	DaCara Brown	(706)821-4261

Approvals		
Type	By	Date
FA	D. CRAIG	07/21/2023

Dept. Signature:

Grant Coordinator Signature:

M@7/28/2023

- 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

Ponnab Williams *7-28-2023*
 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

Theresa *7/21/23*
 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.



Commission Meeting

August 15, 2023

Amendment 4

Department:	N/A
Presenter:	N/A
Caption:	Motion to adopt Amendment 4 to the Georgia Municipal Employees Benefits System Master Plan Documents to conform with the action taken by the GMEBS Board of Trustees on December 2, 2022. (Approved by the Pension Committee May 16, 2023)
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

RESOLUTION ADOPTING AN AMENDMENT MADE BY THE BOARD OF TRUSTEES OF THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM (“GMEBS”) TO THE RESTATED GMEBS DEFINED BENEFIT RETIREMENT PLAN (“MASTER PLAN”) ON DECEMBER 2, 2022.

A RESOLUTION BY THE AUGUSTA, GEORGIA COMMISSION:

WHEREAS, the Board of Trustees of the Georgia Municipal Employees Benefit System (“Board”) previously adopted the Georgia Municipal Employees Benefit System (“GMEBS”) Defined Benefit Retirement Plan (“Plan”), which most recently received a favorable advisory letter from the IRS on March 30, 2018, and was most recently amended by the Board on March 31, 2021; and

WHEREAS, on December 2, 2022, the Board adopted Amendment 4 to the Plan, amending Section 12.01 of the Master Plan Document, which provides for the standard Early Retirement Reduction Table, to include the standard Early Retirement reduction factors for up to 15 years before Normal Retirement, and to add a new Section 15 to the General Addendum to create a standard, pre-approved section addressing situations in which an Adopting Employer amends its plan in a manner that requires or could require Participants who have previously accrued benefits under the plan to begin making Employee Contributions, to ensure that benefits accrued before Employee Contributions were required will not be impacted if the Participants withdraw their Employee Contributions; and

WHEREAS, section 18.02 of the Master Plan Document requires employers, such as Augusta, Georgia, with individually designed plans, to execute a resolution adopting any amendments made to the Plan by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Augusta, Georgia Commission, as the governing authority of Augusta, Georgia, that the following is hereby adopted:

Resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System, adopting Amendment 4 to the Restated GMEBS Defined Benefit Retirement Plan on December 2, 2022.

IN WITNESS WHEREOF, this Resolution has been duly adopted by the Augusta, Georgia Commission, as the governing authority of Augusta, Georgia on the ____ day of _____, 2023.

AUGUSTA, GEORGIA COMMISSION

Garnett L. Johnson
As Its mayor

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of an original resolution duly adopted by the Augusta, Georgia Board of Commissioners on the ____ day of _____, 2023.

 Lena J. Bonner, Clerk of Commission
 Seal:

**RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM**

**AMENDMENT 4 TO THE RESTATED GMEBS DEFINED BENEFIT
RETIREMENT PLAN**

WHEREAS, the Board of Trustees of the Georgia Municipal Employees Benefit System ("Board") previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which most recently received a favorable advisory letter from the IRS on March 30, 2018, and was most recently amended by the Board on March 31, 2021;

WHEREAS, the Board has reserved the right to amend the Plan on behalf of Adopting Employers in Section 18.02 of the Master Plan Document;

WHEREAS, staff recommends amending Section 12.01 of the Master Plan Document, which provides for the standard Early Retirement Reduction Table, to include the standard Early Retirement reduction factors for up to 15 years before Normal Retirement, as set forth in Attachment "A" to this Resolution; and

WHEREAS, staff recommends amending the General Addendum to add new standardized language, with the intent of including said language in the pre-approved Plan, to ensure that when Adopting Employers amend their Adoption Agreements in a manner that requires or could require Participants who have already accrued benefits to begin making Employee Contributions, benefits accrued before Employee Contributions were required will not be impacted if the Participants withdraw their Employee Contributions, as set forth in Attachment "B" to this Resolution.

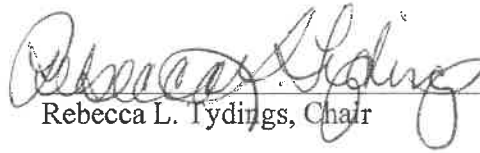
NOW, THEREFORE, BE IT RESOLVED, Amendment 4 to the GMEBS Defined Benefit Retirement Plan is hereby adopted to amend the Master Plan Document to include the standard Early Retirement reduction factors for up to 15 years before Normal Retirement, as set forth in Attachment “A” to this Resolution, and to add a new Section 15 to the General Addendum to create a standard, pre-approved section addressing situations in which an Adopting Employer amends its plan in a manner that requires or could require Participants who have previously accrued benefits under the plan to begin making Employee Contributions, to ensure that benefits accrued before Employee Contributions were required will not be impacted if the Participants withdraw their Employee Contributions as set forth in Attachment “B” to this Resolution.

RESOLVED FURTHER, that Amendment 4 shall be effective upon approval of this Resolution.


RESOLVED FURTHER, by the Board that the appropriate officers and employees of GMA or the Administrator are authorized to take any and all actions that they deem appropriate or necessary to effectuate the foregoing resolution on behalf of the Board, including but not limited to making non-substantive modifications to the Plan documents as necessary and giving notification to Adopting Employers of amendments as may be required, and that all prior actions taken in effectuating the foregoing are hereby ratified and confirmed in all respects.

RESOLVED FURTHER, that it is the intent of the Board for this Amendment 4 to be incorporated into the Basic Plan Document and General Addendum that were filed with the IRS on June 30, 2022, as part of GMEBS’s application for an approval letter concerning the pre-approved Plan.

The terms of this Resolution are approved and agreed to by the Board of Trustees of the Georgia Municipal Employees Benefit System this 2nd day of December, 2022.


Rebecca L. Tydings, Chair

Attest:


Larry Hanson, Secretary-Treasurer

Adopted by the Board of Trustees at the meeting held on December 2, 2022.

**Attachment "A" to Amendment 4
to the
March 30, 2018, Restated GMEBS Defined Benefit Retirement Plan**

The GMEBS Defined Benefit Retirement Master Plan Document is amended by revising Section 12.01, concerning early retirement reduction factors, to be and read as follows:

Early Retirement Reduction Table. Unless otherwise elected in the Adoption Agreement or an Addendum thereto, the following early retirement reduction table is to be used:

<u>Number of Years Before Normal Retirement*</u>	<u>Percentage of Normal Retirement Benefit</u>
0	1.000
1	.933
2	.867
3	.800
4	.733
5	.667
6	.633
7	.600
8	.567
9	.533
10	.500
<u>11</u>	<u>.467</u>
<u>12</u>	<u>.433</u>
<u>13</u>	<u>.400</u>
<u>14</u>	<u>.367</u>
<u>15</u>	<u>.333</u>

*Interpolate for whole months.

**Attachment “B” to Amendment 4
to the
March 30, 2018, Restated GMEBS Defined Benefit Retirement Plan**

The General Addendum to the GMEBS Defined Benefit Retirement Plan Adoption Agreement is amended by designating the current provisions in Section 15 as Section 16 and inserting a new Section 15 to be and read as follows:

(15) Effect of Refund of Contributions.

This Section applies to _____ [Class(es) of Participants] who [was/were] initially employed prior to _____ [date employee contributions become required], and [is/are] required to begin making Employee Contributions under the Plan effective _____ (date Contributions commence). If, upon such a Participant's Termination of employment on or after _____ (date Contributions commence), the Participant withdraws the Participant's Employee Contributions pursuant to Section 13.03 of the Master Plan, the Participant shall forfeit for the Participant and the Participant's heirs and assigns all rights, title, and interest in the Plan with respect to Service on or after _____ (date Contributions commence) (referred to herein as “Contributory Service”), and such Contributory Service will not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for Vesting or benefit eligibility under the Plan, unless said Participant's Contributory Service is reinstated pursuant to subsection 13.03(d) of the Master Plan. In addition, the amount of any benefit payable for Credited Service before the date of the Participant's most recent Termination occurring before _____ (date Contributions commence), shall be determined in accordance with the terms of the Plan in effect as of the date of such Termination, unless said Participant's Contributory Service, is reinstated pursuant to subsection 13.03(d) of the Master Plan.



Commission Meeting

August 15, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the regular meeting of the Commission held August 1, 2023 and Special Called Meeting held August 8, 2023.
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



COMMISSION MEETING MINUTES

Commission Chamber

Tuesday, August 01, 2023

2:00 PM

PRESENT

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

INVOCATION

Reverend Johnny L. Hampton, Sr., Senior Pastor, Good Hope Missionary Baptist Church

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

RECOGNITION(S)

- A. Director Anita Rookard**, ARC Human Resources recognition of Augusta's 2023 Summer Interns.

Presentations are made to Augusta's 2023 Summer Interns.

DELEGATION(S)

- B. Mr. George Bailey** regarding Local Benefit Celebrity Carwash for Paine College
 Presentation is made by Mr. Victor Wheeler.
- C. Mr. Eddie Kemp** to discuss flooding at his home on Yates Drive.
 Mr. Kemp did not appear before the Commission.
- D. Attorney Jack Long on behalf of Spirit Creek Baptist Church** regarding opposition to the special permit request by Renovation Solutions, LLC.
 Presentation is made by Mr. Jack Long.
- E. Ms. Garian Henry** regarding the need for community housing enhancements/initiatives.
 Presentation is made by Ms. Garian Henry.

- F. Mr. Roy Simpkins** regarding the value of maintaining mature trees throughout the city. **(Requested by the Mayor's Office)**

Presentation is made by Mr. Roy Simpkins.

- G. Ms. Tara Perry & Michaela Wolfe** regarding flood damage June 6, 2023 to their home.

Presentation is made by Ms. Tara Perry.

- H. Ms. Connie Williams** regarding partnering with City of Augusta through workforce development initiatives.

Presentation is made by Ms. Connie Williams.

- I. Ms. Vancary F. Gibson** regarding "Environmental".

Presentation is made by Ms. Vancary Gibson.

- J. Mr. Marion Gibson** regarding "Environmental"

Presentation is made by Mr. Marion Gibson.

- K. Ms. Tonya Bonitatibus** regarding the need for an Environmental Justice Ordinance in Augusta-Richmond County,

Presentation is made by Ms. Tonya Bonitatibus; it was the consensus of the Commission that this ordinance be presented at the next committee meeting for consideration.

- L. Ms. Latoy Taylor** regarding storm drain flooding on June 22, 2023.

Presentation is made by Ms. Latoy Taylor.

CONSENT AGENDA

(Items 1)

PETITIONS AND COMMUNICATIONS

1. Motion to **approve** the minutes of the Regular Meeting of the Commission held July 18, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 2-28)

PUBLIC SERVICES

2. **New Ownership: A.N. 23-27:** A request by Vaibha Kumar Patel for a retail package **Liquor Beer & Wine License** to be used in connection with Broad Beverage, LLC located at 209 5th Street. District 1. Super District 9.
 Motion to approve.
 Motion made by Frantom, Seconded by Johnson.
 Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
 Motion carries 10-0.
3. **New Location: A.N. 23-28:** A request by Jason Jones for a retail package **Wine License** and a consumption on premise **Wine License (Sample Tasting Only)** to be used in connection with The Augusta Wine Company located at 1918 Central Ave. District 1. Super District 9.
 Motion to approve.
 Motion made by Johnson, Seconded by Frantom.
 Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
 Motion carries 10-0.
4. **New Location:** A request by Christina Brady for a **Massage Operator's License** to be used in connection with Restorative Massage & Wellness Center located at 204 Pleasant Home Road. District 7. Super District 10
 Motion to approve.
 Motion made by Mason, Seconded by Frantom.
 Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
 Motion carries 10-0.
5. **Ms. Estrella Febus** ACHA the Hispanic American Cultural Association of the CSRA regarding request to waive rental and staffing fees as an in-kind donation for the 28th Hispanic Festival to be held at the Augusta Common on September 29-30. **(Deferred from the July 18, 2023 Commission Meeting)**
 Motion to approve the waiver of the rental and staffing fees as an in-kind donation.
 Motion made by Frantom, Seconded by Johnson.
 No action is taken on this motion due to the passage of the substitute motion.
 Substitute motion to approve the waiver of the rental and staffing fees as an in-kind donation, to provide \$5,000 to be used toward security costs and that the City of Augusta logo be included to identify the City as a sponsor of the event.
 Motion made by Williams, Seconded by Johnson.
 Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Pulliam, Lewis
 Voting Nay: Garrett, Smith-McKnight, Guilfoyle
 Motion carries 7-3.
6. **SE-23-03** – A request for concurrence with the Augusta Planning Commission to **APPROVE** with the conditions below a petition by Wynn Hotels Augusta, LLC requesting a special

exception to develop an extended stay hotel per Section 22-2(d) of the Comprehensive Zoning Ordinance affecting property containing approximately 1.83 acres located at 113 Charlestowne Way. Tax Map #011-0-222-03-0. **DISTRICT 7 (Deferred from the July 18, 2023 Commission Meeting)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

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

Motion carries 10-0.

7. Motion to approve emergency repairs by Company Two Fire in the, not to exceed, amount of \$130,000.00 for repairs to the Airport Rescue and Fire Fighting (ARFF) CRASH 1 Vehicle. Approved by the Augusta Aviation Commission on June 29, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

8. A motion to approve a software service contract between Hopthru Data Management and Analysis Platform and Augusta, Georgia.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

ADMINISTRATIVE SERVICES

9. Opioid Overview. **(Requested by Mayor Garnett Johnson)**

A presentation was given by Dr. Lee Merchen, Director of Public Health, in Augusta, Georgia.

10. Request to approve submission by the Housing and Community Development Department (HCD) of the amended FY2023 Annual Action Plan, representing \$4,430,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents required to be included with this submission. This submission also includes a Substantial Amendment Request for \$1,540,181.45 in prior years' CDBG funds and \$301,400.57 in HESG-CV funds, reallocated to Augusta by HUD.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

11. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding for the installation of one (1) road within the Twiggs Street Corridor identified as **Ace Alley**: part of the Laney Walker/Bethlehem Revitalization Project.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

12. Motion to approve HCD's request to enter into partnerships to increase lead safety and awareness in the local community.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

13. Motion to accept the FY2024 Budget Retreat Summary and affirm Quality of Life, Human Resources, Infrastructure, Homelessness, and Public Safety as the FY2024 Commission budget priorities.

Motion to approve.

Motion made by Guilfoyle, Seconded by Scott.

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

Motion carries 10-0.

14. Motion to receive as information update on relocating Augusta Rowing Club from Boathouse (**No recommendations from Administrative Services Committee July 11, 2023**) (**Deferred from the July 18, 2023 Commission Meeting**)

Motion to approve postponing this item.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

ENGINEERING SERVICES

15. Commission approval the award RFQ 22-167 as a GM/GC contract to E.R. Snell Contractor on May 17, 2022. Engineering has negotiated and is requesting your approval for the Construction Contract Phase of this project to E R Snell Contactor, Inc. subject to Value Engineering and in the amount of \$60,613,333.83 for Transportation Investment Act (TIA) Project, Broad Street Improvements Project, subject to receipt of signed contract and proper bond. Also, approve recapture \$513,847.00 from SPLOST IV St. Sebastian/Greene St Project and reallocate to Broad Street Construction. RFP 22-167 / requested by Engineering.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

16. Approve entering into an agreement with Georgia Power (GP), stating that the City of Augusta will pay for the GP Facility Relocation Cost on TIA Broad Street Improvements Project in accordance with the GP estimate totaling \$56,223.00. Also, approve the Utility Relocation Agreement to be executed by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment as requested by Augusta Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

17. Augusta County-Wide Solid Waste Management Program associated Environmental Services Functions – Augusta Commission Resolutions & associated Policies Review, Discussion, and Best Way Forward. Requested by Engineering

Motion to refer this item back to the next Engineering Services Committee.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

18. Approve Award of “Augusta’s Grounds and Landscaped Improvements Maintenance” Contract Part2 to Pond Maintenance of Augusta for Attached EXHIBIT A Contract Services, subject to receipt of signed contract and proper insurance documents. The Contract is effective 10/1/2023 for four years with an option to renew for one additional one-year terms. Also, approve \$400,000/year to fund these contracted services. Requested by Engineering. RFP 22-301.

Motion to refer this item back to the next Engineering Services Committee meeting.

Motion made by Johnson, Seconded by Williams.

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

Motion carries 10-0.

19. Approve supplemental funding (SA3) for Final Construction Plan Preparation Phase of the Design Consultant Services Agreement to Kimley-Horn in the amount of \$156,279.16 for the Monte Sano Ave. Improvements (Wrightsboro Rd. to Walton Way) Project. requested by the Engineering / RFQ 19-247.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

20. Approve the deed of dedication, maintenance agreement, and road resolution submitted by Engineering Department for Haynes Station Section 15. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

21. Approve the sole source purchase of Mezzanine Platform for new Traffic Engineering warehouse located at 1568 Broad Street. Approve funds in the amount of \$49,598. Requested by Engineering

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

22. Approve Amending ESG Amendment 10 To Add Appendix O, Water Tank Painting And Renovation Projects and Add additional Funds for Appendix I for Assisting with Collection System Inspections.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

FINANCE

23. Request Richmond County's Chief Tax Appraiser Scott Roundtree speak about property taxes as to why such an increase this year; also want to discuss a rollback as we supported last year. **(Requested by Commissioner Catherine McKnight)**

It was the consensus of the Commission to receive this item as information without objection.

24. Motion to approve proposed 2023 mill rates for each taxing district at the computed rollback rate, advertise the required 5-year history of the digest and to schedule the date of August 29, 2023, for the meeting to adopt the rates as proposed.

Motion to approve the proposed full rollback rate.

Motion made by Johnson, Seconded by Williams.

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

Voting Nay: Guilfoyle

Mr. Frantom out.

Motion carries 8-1.

PUBLIC SAFETY

25. Motion to approve the contract with Microsoft for the Microsoft Enterprise Agreement and Microsoft licensing purchases through Dell, Inc.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

26. Motion to approve agreement with the Georgia Department of Corrections to administer Paper-Based (GED) Testing to Inmates.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

27. Motion to **approve** Amendment #1 to RFP 18-149 EMS Ambulance Billing Contract to extend terms and to authorize the mayor to execute all appropriate documents. **(Requested by the Administrator)**

Motion to refer this item back to the next Public Safety Committee.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

ADDENDUM ITEM

1. Motion to approve change order one (1) for Horizon Construction in the amount of \$594,985.00 for construction of lighting at Jamestown Park as part of the Jamestown Park Improvement Project 22REC117 (ITB 21-275). (Requested by Commissioner Wayne Guilfoyle)

It was the consensus of the Commission that this item be added to the agenda without objection.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

CALLED MEETING

COMMISSION CHAMBER

August 8, 2023

Augusta Richmond County Commission convened at 12:00 Noon, Tuesday, August 8, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

ABSENT: Hons. Scott and Garrett, members of Augusta Richmond County Commission.

Mr. Mayor: Good day, everybody. Madam Clerk, I call this meeting to order.

The Clerk: Okay, Attorney Brown.

Mr. Mayor: Attorney Brown.

1. LEGAL MEETING

A. Pending and potential litigation

B. Real estate

C. Personnel

Mr. Brown: Thank you, Mayor Johnson, Commissioners. We would request a motion to go into executive session for the discussion of real estate.

Ms. McKnight: Motion to approve.

Mr. Lewis: Second.

Mr. Mayor: Madam Clerk, I have a motion and a second and we're voting.

Motion carries 8-0.

Mr. Mayor: All right, Madam Clerk, we are now in executive session.

[EXECUTIVE SESSION]

Mr. Mayor: All right, ladies and gentlemen. Welcome. Madam Clerk, I'd like to call this meeting back to order. Attorney Brown.

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

Mr. Brown: Thank you. We would request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Ms. McKnight: Second.

Mr. Mayor: We have a motion and a second, Madam Clerk. Voting.

The Clerk: Commissioner Johnson, would you like to participate in the closed meeting vote?

Motion carries 8-0.

Mr. Mayor: Attorney Brown, are there any motions as a result of the closed-door session?

Mr. Brown: There are no motions, sir.

Mr. Mayor: Thank you, sir. This meeting is now closed out and we're prepared to move directly into committee meetings.

[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 August 8, 2023.

Clerk of Commission



Commission Meeting

August 15, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Mr. Charles Black to the Augusta Public Transit's Citizen Advisory Committee representing District 10.
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



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mr.		
First Name *	Charles		
Middle Name *	E		
Last Name *	Black		
Suffix			
Date Of Birth *	1/26/1972		
Address *	Street Address 3322 Thames Place Address Line 2 City Hephzibah State / Province / Region GA Postal / Zip Code 30815 Country USA		
Home Phone *	803 463 0040		
Work Phone			
Registered Voter *	<input type="radio"/> District 1 <input type="radio"/> District 2 <input type="radio"/> District 3 <input type="radio"/> District 4 <input type="radio"/> District 5 <input checked="" type="radio"/> District 6 <input type="radio"/> District 7 <input type="radio"/> District 8 <input type="radio"/> None		
Marital Status *	Married		
Education *	Master's Degree		
Race *	White		
Gender *	Male		
Occupation *	Information Technology Specialist		
Interests			

Commissions, Authorities, & Boards

Volunteer For * Augusta-Richmond County Transit Citizens
Advisory Committee

Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes

☒ No

*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes

☒ No

I would like to receive an email confirmation of my submission.

☒ Yes

☐ No

Email

charleseblack126@gmail.com



Commission Meeting

August 15, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Ms. Heather Morales to the Augusta Public Transit Citizens Advisory Committee representing District 1.
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



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title

First Name * Heather

Middle Name * Marie Copeland

Last Name * Morales

Suffix

Date Of Birth * 1/6/1984

Address *
Street Address
205 Furgol St
Address Line 2

City
Augusta

State / Province / Region
GA

Postal / Zip Code
30901

Country
Richmind

Home Phone * 7623200220

Work Phone

Registered Voter *
☒ District 1
☐ District 2
☐ District 3
☐ District 4
☐ District 5
☐ District 6
☐ District 7
☐ District 8
☐ None

Marital Status * Divorced

Education * Some College

Race * White

Gender * Female

Occupation * Peer Support

Interests

Commissions, Authorities, & Boards

Volunteer For * Augusta-Richmond County Transit Citizens
Advisory Committee

Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes

☒ No

*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes

☒ No

I would like to receive an email confirmation of my submission.

☒ Yes

☐ No

Email

heathermcmorales@gmail.com



Commission Meeting

August 15, 2023

Item Name: Draft Comprehensive Plan Update

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	Presentation of the Draft Comprehensive Plan to the Augusta Commission.
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

ENVISION AUGUSTA

2035
Comprehensive
Plan 5-Year Update

**INSERT COVER
DESIGN**

PREFACE

Planning for a sustainable and resilient community is indeed one of the fundamental responsibilities of local government.

The planning process, often referred to as city planning, urban planning, or land use planning, involves shaping and guiding the growth and development of a community.

Comprehensive plans, also known as growth management plans, are written documents that serve as long-term development guides for counties, cities, and other local jurisdictions. These plans aim to align the community's desires with initiatives undertaken by the local government to create a sustainable and thriving way of life over a planning horizon of typically 20 years. The Georgia Department of Community Affairs (DCA) provides guidance on the creation and updating of comprehensive plans.

Adhering to and gaining approval for a comprehensive plan recommended by the DCA grants the local jurisdiction Qualified Local Government (QLG) status. This status provides access to a special package of financial resources that aid in implementing the plan. These resources can include Community Development Block Grants (CDBG), water and sewer loans from the Georgia Environmental Finance Authority (GEFA), economic development funding from the OneGeorgia Authority, and various other programs from the DCA and partner agencies.

Community engagement is a vital component of the comprehensive planning process. Public participation through meetings and consultations helps assess current conditions, refine community goals, and articulate desired outcomes. By involving the public, the planning process becomes more inclusive and reflective of the community's needs and aspirations.

There are several important benefits to the entire community that result from the comprehensive planning process:

- 1. Quality of life is maintained and improved:** By considering various factors such as housing, transportation, parks, and public services, comprehensive planning helps enhance the overall quality of life for residents.
- 2. Shared vision:** The planning process allows community members to collectively develop a vision for the future of their community. This shared vision provides a clear direction for development and helps guide decision-making.
- 3. Protection of private property rights:** Through comprehensive planning, local governments can establish guidelines and regulations that protect private property rights while ensuring responsible and sustainable development.
- 4. Encouragement and support of economic development:** Comprehensive plans can include strategies and initiatives to foster economic growth and attract investments. By identifying suitable areas for development and providing a predictable framework, planning supports economic development efforts.
- 5. Certainty and cost-effective development:** Planning helps establish predictability by identifying areas where development is preferred or discouraged. This certainty benefits developers, investors, and the community as a whole by providing a clear understanding of where and how development will occur. It also ensures that the costs associated with development are adequately planned and met.

By considering these factors and involving the community in the planning process, Augusta-Richmond County governing bodies can work towards building sustainable, resilient, and vibrant communities that meet the needs of their residents while protecting their long-term interests.

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INTRODUCTION

Envision Augusta is a comprehensive plan for Augusta-Richmond County that aims to guide the sustainable and resilient development of the city and county. It focuses on addressing various aspects such as transportation, economic development, cultural and natural resources, and land use issues. The plan was updated in 2023 based on an analysis of recent socio-economic data and through a series of public meetings, both in-person and online.

The purpose of the public meetings was to inform, involve, and collaborate with the community members. These meetings presented different scenarios related to growth, preservation, and strategies, allowing the public to contribute their input. The outcomes of these meetings formed the basis for developing the vision, goals, and community work program of Envision Augusta.

To ensure a comprehensive approach, the plan follows the framework suggested by David Rouse and Rocky Piro in their Comprehensive Plan. It addresses three fundamental questions :

1. Where are we now and where are we headed?

This question seeks to understand the current situation of Augusta-Richmond County and identify the direction in which it is heading. Analyzing socio-economic data helps in assessing the existing conditions and trends.

2. Where do we want to be?

This question focuses on establishing the desired future for Augusta-Richmond County. By envisioning the future, the plan sets goals and objectives that reflect the aspirations of the community.

3. How do we get there?

This question delves into the strategies and actions required to achieve the desired future. It outlines the steps and measures needed to implement the plan effectively.



To organize and establish the interconnectedness of Augusta-Richmond County's past, present, and future development, the plan incorporates various elements and subsections. The elements, provided by the Georgia Department of Community Affairs (DCA), include:



Photography Credit: Destination Augusta

Needs & Opportunities Element:

This element identifies the community's needs and potential opportunities for improvement, helping to prioritize initiatives and projects.

Community Goals Element: This element outlines the overarching goals and aspirations of the community, reflecting their vision for the future.

Economic Development Element:

This element focuses on strategies and policies to support economic growth, attract investments, and create job opportunities.

Transportation Element: This element addresses transportation infrastructure, networks, and systems, considering the movement of people and goods within the community.

Housing Element: This element deals with housing-related issues, including affordability, availability, and quality.

Land Use Element: This element determines the appropriate use and development of land within Augusta-Richmond County, considering factors such as zoning, density, and open space.

By integrating these elements, Envision Augusta aims to provide a comprehensive and holistic approach to sustainable and resilient development, fostering a prosperous and vibrant future for the community.



HISTORY

Augusta-Richmond County, Georgia has a rich history that dates back to the early settlement of the United States. In 1736, British General James Edward Oglethorpe commissioned surveyor Noble Jones to lay out the initial lots for what would eventually become Augusta. Oglethorpe's motivation for establishing the settlement was partly driven by the desire to control the fur trade, which was already thriving at Fort Moore on the South Carolina side of the Savannah River. The city was named in honor of Princess Augusta, the wife of the Prince of Wales, and it developed as a trade center for fur, tobacco, and cotton, while also serving as a gateway for westward-bound settlers in Georgia.

Richmond County, one of the original eight counties in Georgia, was formed from St. Paul's Parish in 1777. It was named after the Duke of Richmond, Charles Lennox, who was a friend of some of the American settlers. Over time, parts of Richmond County were used to establish Columbia and McDuffie Counties. During the American Revolution, Augusta was utilized as a communications center by the British. However, in 1781, Light Horse Harry Lee captured Augusta, leading the British to relinquish their claim to most of Georgia. Subsequently, Augusta served as the capital of Georgia from 1785 to 1795.



In the early years of the county, tobacco was the dominant cash crop. However, the invention of the cotton gin by Eli Whitney made cotton a more profitable crop than tobacco. Augusta played a significant role in the cotton trade, becoming the terminus for riverboats, barges, wagon trains, and traders transporting staples and produce to be shipped to overseas markets by 1820. The area thrived as a major transportation hub.

During World War II, Augusta and Richmond County became important for the war effort. Daniel Field was assigned army personnel and equipment, and in 1942, the Forrest-Ricker Hotel was converted into an army hospital. Camp Gordon, later known as Fort Gordon, was established in south Richmond County. Additionally, an airfield for training army pilots was constructed on the present-day site of Augusta Regional Airport at Bush Field. The Augusta Arsenal, now the location of Augusta State University, served as a prisoner-of-war camp and produced bombsights and other lens instruments for the war.

In 1996, the City of Augusta and Richmond County consolidated to form Augusta-Richmond County, uniting urban and rural communities. This merger emphasized the need for a comprehensive plan and regular updates. Presently, Augusta-Richmond County is home to approximately 206,607 residents and boasts a thriving medical university, a cutting-edge cyber community, a bustling military installation (Fort Gordon), and a prestigious golf course. These entities, along with various stakeholders, participated in the public engagement process to develop and design updates to the comprehensive plan, ensuring the continued growth and development of Augusta-Richmond County.



Augusta-Richmond County is a consolidated city-county located in the U.S. state of Georgia. The history of Augusta and Richmond County dates back to the colonial era and encompasses significant events and developments that have shaped the area over the years. Here's an overview of the history of Augusta-Richmond County:

COLONIAL ERA

The area that is now Augusta-Richmond County was originally inhabited by Native American tribes, including the Creek and Cherokee. In 1736, General James Oglethorpe established the fortified settlement of Augusta as a western outpost of the British colony of Georgia.

REVOLUTIONARY WAR

During the American Revolution, Augusta played a significant role. In 1780, the city was captured by British forces led by General Charles Cornwallis. However, it was recaptured by American forces under the command of General Nathanael Greene in 1781.

EARLY GROWTH & INDUSTRIALIZATION

In the early 19th century, Augusta experienced rapid growth and became a major center for trade and industry. The city's strategic location on the Savannah River allowed it to become a bustling inland port and transportation hub. Industries such as cotton mills, textile manufacturing, and ironworks flourished.

THE CIVIL WAR

During the American Civil War, Augusta became an important Confederate manufacturing center. The Confederate Powder Works, the largest gunpowder factory in the Confederacy, was located in Augusta and supplied ammunition to the Confederate army. The city also served as a hospital and supply depot during the war.

RECONSTRUCTION & THE JIM CROW ERA

After the Civil War, Augusta faced the challenges of Reconstruction and the implementation of Jim Crow laws. These laws enforced racial segregation and limited the rights of African Americans in the city and throughout the South.



20TH CENTURY

In the early 20th century, Augusta continued to grow and diversify its economy. The city became known for its golfing heritage with the establishment of the Augusta National Golf Club and the Masters Tournament in 1934. The medical industry also became prominent with the establishment of the Medical College of Georgia (now Augusta University) in 1828.

CONSOLIDATION OF AUGUSTA-RICHMOND COUNTY

In 1996, the city of Augusta and Richmond County consolidated to form Augusta-Richmond County. This merger combined the municipal government of Augusta with the county government, creating a unified governing body for the entire area.



Since consolidation, Augusta-Richmond County has continued to develop as a regional center for commerce, education, and healthcare. The city is known for its cultural events, such as the Augusta Southern Nationals drag boat race, the Augusta Symphony Orchestra, and the Westobou Festival. Augusta has also played a role in hosting major sporting events, including the Masters Tournament and the Augusta Futurity horse show.

Overall, the history of Augusta-Richmond County reflects the growth, challenges, and achievements of a city with deep roots in the American South.





SECTION ONE

SECTION I:

WHERE ARE WE NOW

Since the writing of the 2018 plan, the Coronavirus disease (COVID-19) led to a global pandemic that swept through our country, state, and county in the years 2019-2022. COVID-19 is an infectious disease that causes mild to moderate respiratory illness. The virus spreads from an infected person's mouth or nose in small liquid particles when they cough, sneeze, speak, sing or breathe. The pandemic saw the loss of over 1,127,1520 American lives and an additional 5 million worldwide. On a local level, roughly 21% of Augusta-Richmond County residents contracted the Coronavirus and 790 Augustans succumbed to it, as shown in Table A. The pandemic put an immeasurable strain on healthcare systems, education systems, overseas supply chains, and access to goods and services.

Amid the pandemic, people had to quarantine at home, workers became divided with the labeling as essential and non-essential, and restaurants and salons, and all forms of entertainment were forced to close. Human contact with individuals outside of your household was to be avoided. The pandemic was not just a disruption in a routine, but was two years of near-death experiences and loss of family members, friends and livelihoods; it changed people's perspectives and lives. The 2023 comprehensive plan update reflects the need to build back a stronger more resilient Augusta-Richmond County.



TABLE A: COVID-19 POSITIVE CASES & DEATHS COUNTY & STATEWIDE

JURISDICTION	POPULATION	POSITIVE CASES 02/01/2020 - 06/25/2023	COVID-19 DEATHS	% OF POPULATION TESTING POSITIVE	% OF POPULATION DEATHS BY COVID
United States	334,997,592	103,436,829	1,127,152	30.88%	0.34%
Georgia Statewide	10,912,876	2,368,077	35,469	21.70%	0.33%
Richmond County	202,240	43,415	790	21.4%	0.39%
Columbia County	158,631	24,496	358	15.44%	0.23%
Burke County	22,342	3,267	75	14.62%	0.34%
McDuffie County	21,597	3,319	89	15.3%	0.41%
Jefferson County	15,313	2,402	89	15.69%	0.58%

Source: Georgia Department of Public Health COVID_19 Status Report June 2023 and World Health Organization

Vaccination played a crucial role in achieving herd immunity, which occurs when a significant portion of the population becomes immune to the virus. This protects individuals who are unable to receive the vaccine, such as those with certain medical conditions or weakened immune systems, by reducing the overall transmission of the virus within the community. Vaccines were instrumental in allowing societies to return to normal activities. Augusta-Richmond County had a vigorous vaccination campaign resulting in 179,121 individuals becoming vaccinated. The vaccinations paved the way for the easing of restrictions, reopening of businesses, resumption of travel and restoration of social interactions, contributing to the recovery of economies and overall well-being.

WHERE ARE WE NOW:

COMMUNITY PROFILE

The Community Profile section of the Envision Augusta Comprehensive Plan provides an analysis of existing conditions based on multiple indicators. This analysis was used in formulating the needs and opportunities that ultimately reflect the overarching goals for Augusta. This information was presented to stakeholders and citizens to gauge impressions of the community as a whole.

Augusta-Richmond County, often referred to as Augusta, is a consolidated city-county located in the state of Georgia, United States. The city's population has been relatively stable in recent years, with modest growth. Augusta has a diverse economy with sectors such as healthcare, education, manufacturing, and the military playing significant roles. The city is home to the headquarters of several major companies, including the Savannah River Site, Augusta University Health System, and Club Car. The U.S. Army Cyber Center of Excellence at Fort Gordon also contributes to the local economy.

The county has a range of educational institutions. Augusta University, which includes a medical school, dental school, and other health sciences programs, is a major presence in the area. Augusta is widely known for hosting the Masters Tournament, one of the most prestigious events in professional golf. The city has a rich history and is home to numerous historic sites, including the Augusta Canal, the Boyhood Home of President Woodrow Wilson, and the Augusta Museum of History.

Augusta-Richmond County has a robust healthcare sector. Along with Augusta University Health System, the community is served by several hospitals and medical centers, including Doctors Hospital of Augusta, University Hospital, and Charlie Norwood VA Medical Center. The region is served by Augusta Regional Airport, which offers domestic flights. Interstate 20 runs through Augusta, providing convenient road access to other major cities in the Southeastern United States. Augusta Transit operates fixed routes with connections to neighboring counties. A review of the data for Augusta-Richmond County will provide insight into the growth and development patterns.

WHERE ARE WE NOW:

POPULATION

The current population, population trends, and potential future population numbers are vital in understanding the needs of Augusta-Richmond County (ARC). This information provides valuable data for the location of infrastructure, residential and commercial development, as well as having positive impacts to the overall quality of life for residents.

Savannah River serves as the state line for Augusta-Richmond County, Georgia, and South Carolina. Dating back to its establishment as a trading post in the 1700s, Augusta is the hub of the Central Savannah River Area (CSRA). The CSRA is comprised of 13 counties in the eastern portion of Central Georgia. Participating counties include Burke County, Columbia County, Glascock County, Hancock County, Jefferson County, Jenkins County, Lincoln County, McDuffie County, Richmond County, Taliaferro County, Warren County, Washington County, and Wilkes County. Augusta-Richmond County is the most populated county in the CSRA. Table P-1 illustrates the total population of the counties adjacent to Augusta-Richmond County from 1990 to 2021.



Augusta-Richmond County has continued to experience an increase in population; however, some of our neighbors' populations are growing at 2 to 10 times the rate of Augusta-Richmond County. One factor influencing the difference may be attributed to readily accessible land along the interstate. The state of Georgia has been attracting residents over the same period at four and a half times the rate of Augusta-Richmond County.

POPULATION CHANGE

TABLE P-1: POPULATION OF AUGUSTA-RICHMOND COUNTY & SURROUNDING COUNTIES

JURISDICTION	1990	2000	2010	2021	POPULATION CHANGE	PERCENT CHANGE
Aiken County, SC	120,940.00	143,552.00	160,554.00	168,045.00	7,491	4.67%
Burke County, GA	20,579.00	22,243.00	23,338.00	24,231.00	893	3.83%
Columbia County, GA	66,910.00	89,288.00	124,986.00	154,274.00	29,288	23.43%
Edgefield County, SC	18,375.00	24,595.00	26,958.00	25,538.00	(1,420)	-5.27%
McDuffie County, GA	20,119.00	21,231.00	21,830.00	21,727.00	(103)	-0.47%
Richmond County, GA	189,719.00	199,775.00	200,935.00	205,772.00	4,837	2.41%
Georgia	6,478,216.00	8,186,453.00	9,712,696.00	10,625,615.00	912,919	9.40%

POPULATION BY GENDER

The gender distribution in Augusta-Richmond County (ARC) is 48% male and 52% female, indicating slightly higher proportion of females in the population.

AGE DISTRIBUTION

In 2021, Augusta-Richmond County had a well-distributed age distribution among its residents. The majority of residents were in the 0-19 years age group, followed closely by the 20-34 years age group. Residents aged 35-54 years were just slightly behind in numbers. According to the US Census data from 2021, approximately 72% of Augusta-Richmond County's population was under the age of 55. However, it is worth noting that from 2010 to 2021, Augusta-Richmond County experienced a decline in the population of individuals aged 0 to 54 years, as mentioned in Table P-2. This decline suggests a decrease in the number of young adults and possibly families within the county. The greatest loss in population was observed in the 45-54 years age group.

2021 AUGUSTA-RICHMOND COUNTY
POPULATION BY AGE

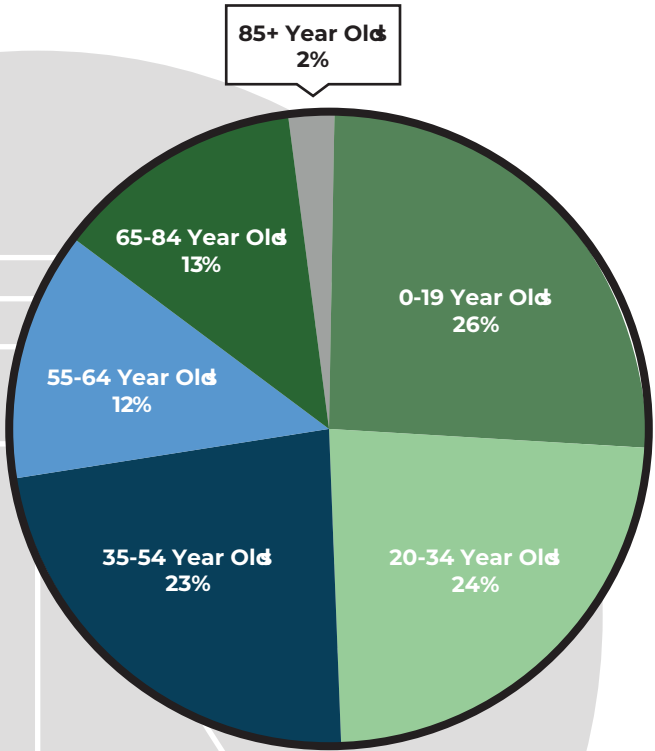


TABLE P-2: POPULATION BY AGE FOR AUGUSTA-RICHMOND COUNTY GEORGIA 2010-2021						
RICHMOND COUNTY	2010	PERCENT OF POPULATION	2021	PERCENT OF POPULATION	2010-2021 POPULATION CHANGE	2010-2021 POPULATION PERCENT CHANGE
Total Population	201,005		205,673		4,668	2.32%
Under 5 years	15,477	8%	12,950	6.30%	-2,527	-16.33%
5-9 years	13,467	7%	12,927	6.29%	-540	-4.01%
10-14 years	12,462	6%	13,621	6.62%	1,159	9.30%
15-19 years	14,472	7%	14,019	6.82%	-453	-3.13%
20-24 years	18,292	9%	16,045	7.80%	-2,247	-12.28%
25-34 years	29,548	15%	32,235	15.67%	2,687	9.09%
35-44 years	24,121	12%	26,258	12.77%	2,137	8.86%
45-54 years	27,539	14%	21,494	10.45%	-6,045	-21.95%
55-59 years	11,859	6%	11,714	5.70%	-145	-1.22%
60-64 years	10,854	5%	13,564	6.59%	2,710	24.97%
65-74 years	12,663	6%	19,485	9.47%	6,822	53.87%
75-84 years	7,437	4%	8,053	3.92%	616	8.28%
85 years and older	2,814	1%	3,308	1.61%	494	17.56%

RACIAL MAKE-UP

The residents of Augusta-Richmond County are as diverse in their racial categories as they are in their age groups. U.S. Census data acknowledges several racial groups including those of multiple races. From the years 2010 to 2020, county residents identifying as Caucasian declined by 10.8% percent while those identifying as African American experienced a 5% increase, as shown in TableP-3. The only group to experience a population loss was Caucasian. The Asian population within Augusta-Richmond County saw an increase of 19% between 2010 and 2020. This indicates a rise in the number of residents identifying as Asian. The multi-racial population in Augusta-Richmond County experienced the largest percentage growth, with a 121% increase between 2010 and 2020. This suggests a significant rise in the number of residents identifying with multiple races.

TABLE P-3: RACE OF AUGUSTA-RICHMOND COUNTY RESIDENTS

Richmond County	2010	PERCENT OF POPULATION	2020	PERCENT OF POPULATION	CHANGE	PERCENT CHANGE
Total Population	200,549		206,607			
Caucasian	79,624	39.7	70,997	34.36%	-8,627	-10.83%
African-American	108,633	45.2	114,201	55.27%	5,568	5.13%
American Indian / A.K. Native	685	0.3	690	0.33%	5	0.73%
Asian	3,331	1.7	3,975	1.92%	644	19.33%
Some Other Race	3,046	1.5	5,138	2.49%	2,092	68.68%
Two or More Races	5,230	2.6	11,606	5.62%	6,376	121.91%
Total	200,549	100	206,607	100	6,058	3.02%

Source: 2021 ACS Data 5-Year Data Profiles

Table P-4 shows the racial makeup of residents in Augusta-Richmond County is opposite the State of Georgia; however, both have seen a reduction in the segment of residents identifying as Caucasian. While there is growth in all other racial groups, American Indian/ Native Americans experienced the second-highest percentage of growth from 2010 to 2020 statewide. Similarities between Augusta-Richmond County and the State's racial makeup is the notable growth in the Asian and mixed-race populations from 2010 to 2020.

TABLE P-3: RACE OF RESIDENTS OF THE STATE OF GEORGIA

Georgia	2010	PERCENT OF POPULATION	2020	PERCENT OF POPULATION	CHANGE	PERCENT CHANGE
Total Population	9,687,653		10,584,288			
Caucasian	5,787,440	59.7	4,693,484	44.34%	(1,093,956.00)	-18.90%
African-American	2,950,435	30.5	4,096,534	38.70%	1,146,099.00	38.85%
American Indian / A.K. Native	32,151	0.3	49,242	0.47%	17,091.00	53.16%
Asian	314,467	3.2	480,824	4.54%	166,357.00	52.90%
Some Other Race	388,872	4	532,690	5.03%	143,818.00	36.98%
Native Hawaiian / Pacific Islander	6,799	0.1	8,932	0.08%	2,133.00	31.37%
Two or More Races	207,489	2.1	722,582	6.83%	515,093.00	248.25%
Total	9,687,653	100	10,584,288	100.00%	896,635.00	9.26%

POPULATION PROJECTIONS

Population projections are a statistical means by which population change can be forecasted for an area. Table P-5 illustrates the population projections for Augusta-Richmond County and adjacent counties in Georgia and South Carolina for the years 2020 to 2035. Population growth is expected to continue for all counties in the area apart from Edgefield County, South Carolina which is projected to have a 12.8% percent decline in population between the years 2025 and 2035. At the state level South Carolina's population is projected to grow 1.2% more than Georgia's between 2025 and 2035.

TABLE P-5: POPULATION PROJECTIONS FOR AUGUSTA-RICHMOND COUNTY GA & SURROUNDING JURISDICTIONS

County	2025	2030	2035	POPULATION CHANGE	PERCENT CHANGE
Burke County, GA	23,233	23,682	24,022	789	3.3%
Columbia County, GA	170,943	180,499	189,374	18,431	9.7%
McDuffie County, GA	21,504	21,804	22,085	581	2.6%
Richmond County, GA	206,594	211,913	217,193	10,599	4.9%
Aiken County, SC	171,470	172,172	172,781	1,311	0.8%
Edgefield County, SC	24,443	23,102	21,661	-2,782	-12.8%
Georgia	422,274	437,898	452,674	30,400	6.7%
South Carolina	5,366,452	5,601,742	5,827,845	461,393	7.9%

Georgia counties have population estimates available through 2050 as shown in Table P-5. Richmond and Columbia County anticipate double digit growth rates between 2025 and 2050. Columbia County is projected to have almost as many residents as Augusta-Richmond County by 2050. Over the next 25 years, the largest population changes will occur between 2025 and 2030. It is projected that Augusta will increase its population by 2.5 percent between 2025 and 2030 while Columbia County will experience a 5% increase. These projections do not take into account the ongoing expansion of the U.S. Army's Cyber-Command to Fort Gordon. This action is slated to increase the population growth rate for Augusta- Richmond County and surrounding jurisdictions. Population fluctuation effects housing demand and stock.

TABLE P-6: PROJECTED POPULATION FOR NEIGHBORING GEORGIA COUNTIES

County	2025	2030	2035	2040	2045	2050	PERCENT OF CHANGE
Burke	23,233	23,682	24,022	24,325	24,472	24,512	5.5%
Columbia	170,943	180,499	189,374	197,536	204,656	210,581	23.2%
McDuffie	21,504	21,804	22,085	22,194	22,272	22,301	3.7%
Richmond	206,594	211,913	217,193	222,289	227,403	232,423	12.5%
Georgia	11,242,166	11,342,198	11,442,182	11,542,606	11,642,590	11,742,622	4.5%

WHERE ARE WE NOW:

HOUSING

The housing characteristics in Augusta-Richmond County, reflect the city's history and early development patterns. With approximately 61,000 acres of residential land use, the housing stock in Augusta consists of a variety of types and densities. These include single-family, site-built residences at different densities, duplexes, apartments, manufactured homes, and group quarters.

Assessing the housing stock is an essential process that helps identify major housing problems, determine future housing needs, and develop plans for managing housing development. By examining factors such as housing types, densities, condition, affordability, and accessibility, stakeholders can gain insights into the existing housing situation and plan for future growth and improvement.

Understanding housing characteristics and trends is crucial for local authorities, planners, and community leaders to address housing challenges and create strategies for housing development, preservation, and affordability. It allows them to make informed decisions and implement policies that can ensure adequate and suitable housing options for residents.



Residential development in ARC today is a confluence of rural and urban patterns because the county is a consolidated government. Though both Augusta (1736) and Richmond County (1777) were founded in the eighteenth century, residential development patterns in Augusta were more urban than those in Richmond County until about 65 years ago. Initially settlement in the city occurred in close proximity to the Savannah River and nearby trading routes. As the city expanded to the south and west, neighborhoods developed in conjunction with the introduction of new modes of transportation (e.g. railroads) and manufacturing facilities (e.g. textile mills). In the twentieth century, Augusta annexed both incorporated places (Summerville) and unincorporated areas (e.g. Forest Hills, Highland Park), thereby adding a mix of older and newer housing to the existing stock

Settlement patterns in Richmond County were more rural than Augusta until about the 1940s. From its founding the county was a largely agrarian area and residential development was centered on several small incorporated towns. These included Bath, Blythe, Mt. Enon, Hephzibah, and other towns located within the boundaries of what is now the Fort Gordon Military Reservation. Following World War II, suburban development began in earnest in Richmond County and continues to the present day. The character, age and condition of the housing stock thus reflect this trend and the expansion of commercial and industrial facilities that accompanied it.

Based on the location of the outward sprawl and growth trends of housing, Fort Gordon has always acted as a gravitational pull for housing units following WWII. Market demands and cultural shifts have also contributed to outward housing sprawl with the construction of highways and auto-centric commercial shopping centers.



HOUSING UNIT TRENDS

A housing unit is a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy) as separate living quarters. Separate living quarters are those in which the occupants live and eat separately from any other persons in the building and which have direct access from the outside of the building or through a common hall. The number of housing units in ARC continues to increase. From 2010 to 2021 the county has increased its housing units by 6% equating to 5,481 additional housing units.

TABLE H-1: HOUSING UNITS IN ARC

Year	2010	2017	2018	2019	2020	2021
Units	86,097	87,732	88,145	88,622	89,055	91,578

HOUSING TENURE

Housing tenure is often used to describe the type of relationship between the person who lives in a home and the person who owns the home. ARC is experiencing a steady decline in the number of owner occupied residences with 11% of the units from 2010 becoming rental or vacant units by 2021, as shown in Table H-2. Factors contributing to the higher percentage of renter-occupied units in Augusta include the age of the housing stock and the presence of facilities that cater to more transient populations, such as Fort Gordon, medical facilities, education institutions and manufacturing plants. Construction projects at major facilities in the region, such as the Savannah River Site, Plant Vogtle and Fort Gordon also contribute to the rental housing market.

TABLE H-2: HOUSING TENURE

Type of Occupancy	2010	2018	2020	2021	% CHANGE
Owner Occupied	42,292	38,442	37,427	37,827	-11%
Renter Occupied	31,907	33,723	35,099	35,804	12%
Unoccupied-Vacant	11,898	15,980	16,529	17,947	50%

VACANCY RATE

A housing unit is vacant if no one is living in it at the time of the census interview unless its occupants are only temporarily absent. In addition, a vacant unit may be one which is entirely occupied by persons who have a usual residence elsewhere. New units not yet occupied are classified as vacant housing units if construction has reached a point where all exterior windows and doors are installed, and final usable floors are in place. Vacant units are excluded if they are exposed to the elements, that is, if the roof, walls, windows, or doors no longer protect the interior from the elements, or if there is positive evidence (such as a sign on the house or block) that the unit is to be demolished or is condemned. Also excluded are quarters being used entirely for nonresidential purposes, such as a store or an office, or quarters used for the storage of business supplies or inventory, machinery, or agricultural products. Vacant sleeping rooms in lodging houses, transient accommodations, barracks, and other quarters not defined as housing units are not included in this plan.

From 2010 to 2021, the number of rental units in ARC increased by 12%. The number of vacant units increased within the same timespan by 50% as shown in Table H-2. Vacancy data is used extensively by public and private sector organizations to evaluate the need for new housing programs and initiatives. In addition, the rental vacancy rate is a component of the index of leading economic indicators and is thereby used by the Federal Government and economic forecasters to gauge the current economic climate. Factors that affect rising vacancy rates could include undesirable housing conditions due to the older housing stock, lack of amenities near housing developments, lack of variety in housing options, overall population shifts due to a stagnant or decreasing job market, and complex socio-economic circumstances.

AGE OF HOUSING

The age of Augusta's housing stock reflects the comparatively rapid growth that took place in the decades after World War II. Table H-3 indicates that about half (47.6%) of the housing units were constructed between 1940 and 1979. Another 30% of the units were constructed between 1980 and 1999, and an estimated 14.5% have been constructed in the last 20 years from the year 2000 onward. The remaining 7% were built in 1939 or earlier. Generally, the majority of the units that are 65+ years old are concentrated in neighborhoods located in the older inner suburban areas including and surrounding downtown.

The effects of an aging housing stock are felt by all. Older homes typically require more maintenance and repairs compared to newer homes. Aging infrastructure, such as plumbing, electrical systems, roofing, and foundations, may need regular attention and upkeep. The cost of maintenance and repairs can be higher for aging homes, which can place a financial burden on homeowners. Older homes may have outdated insulation, windows, and heating/cooling systems, leading to lower energy efficiency. This can result in higher energy bills and a larger carbon footprint. Retrofitting or upgrading older homes to improve energy efficiency can be costly but may be necessary to reduce energy consumption and costs.

The numbers illustrate the height of the housing boom in Augusta peaked from 1980-1999 and has since been in steady decline due to the number of housing units built are tapering off. There is no doubt housing has always gravitated toward Fort Gordon and with that, most of the housing in South Augusta around the base was built in that pinnacle timeframe from 1960 to 1999. Between 2010 and 2021, ARC has added 5,158 housing units to its housing stock.

TABLE H-3: AGE OF OCCUPIED HOUSING STOCK

Year Structure Built	% of Total Current Structures
2014 or later	3.60%
2010 to 2013	3.20%
2000 to 2009	10.30%
1980 to 1999	28.40%
1960 to 1979	31.90%
1940 to 1959	15.40%
1939 or earlier	7.10%

HOUSING CONDITIONS

As described above, due to the distribution of when ARC houses have been built, the overall housing conditions of ARC are typical of older neighborhoods. With housing making up 28% of the county land use in terms of acres, around 60% of that total is dedicated to detached single-family units, which is 2 percent less than in 2016. As previously mentioned, one example of this is high vacancy rates in downtown adjacent neighborhoods. The high vacancy rates here can be attributed to significant groupings of other closely located vacant housing ultimately leading to rapid deterioration and blight in these areas.

HOUSING COST AND AFFORDABILITY

The cost of housing in Augusta, has increased steadily over the decades for owners and renters. Despite the increase, the cost of housing remains lower than regional and state levels and contributes to the area’s lower-than-average cost of living index. The estimated median value of an owner-occupied housing unit in Augusta was \$132,100, which is up from \$100,600 in the year 2016. Even though the housing prices have increased, Richmond County still maintains a low median price compared to comparable counties around Georgia, other state, and national median home prices.

Comparing the median house price of Richmond County (\$132,100) to Georgia (\$249,700), the United States (\$281,400), and Columbia County (\$265,100), factors such as the age, quality, access to neighborhood amenities, and overall quality of life impact the desirability of a housing market. Comparing the neighbors, Columbia County with Richmond County, Columbia County has a newer housing stock due to significant growth in the past few decades.

TABLE H-4: MEDIAN VALUE OF OWNER OCCUPIED HOUSING UNITS

County	Median Value
Bibb	155,800
Chatham	236,600
Columbia	265,100
Muscogee	170,900
Richmond	132,100
Aiken	175,400

2021 ACS 1-Year Estimates Data Profiles

In some cases, the market value of older homes may be lower compared to newer homes with modern features and amenities. Buyers may prefer newer construction or homes that require less immediate maintenance and repairs. However, the market value can vary depending on location, demand, and overall condition.

The newer, more varied housing stock has made Columbia County desirable in recent decades, which has attracted higher-income households that can afford more. This has contributed to an increase in housing vacancy in Richmond County, which affects the overall value and explains the lower \$132,100 estimate. It should also be noted other miscellaneous factors might affect the overall market property values, like high renter percentage as indicated in the housing tenure numbers for Augusta-Richmond County.

TABLE H-5: MEDIAN MONTHLY RENT

Bibb	\$879
Chatham	\$1,167
Columbia	\$1,192
Muscogee	\$951
Richmond	\$941
Aiken	\$892
Edgefield	\$697

2021 ACS 5-Year Data Profiles

While housing affordability is reasonable in ARC, those persons not interested in homeownership are experiencing an increase in rental rates across the nation and CSRA. Currently, 39% of ARCs housing units are for rent, and with the average rent starting at \$941.00, the ability to attain long-term residents depends on the economy and industries. Table H-5 shows that ARC rents are consistent with neighboring counties and counties of a similar size.



Photography Credit: Destination Augusta

WHERE ARE WE NOW:

ECONOMIC DEVELOPMENT

Traditional economic development strategies play a vital role in fostering a sustainable community and promoting long-term growth. Key components include business retention, recruitment, and urban revitalization. A continued focus on job creation, increased income, and workforce development is essential for developing a sustainable community and retaining and attracting long-term residents. Cultivation of employment opportunities across all sectors includes the enhancement of industry clusters, small business expansion, and entrepreneurial and startup accelerator programs which foster economic resiliency.

EMPLOYMENT BY SECTOR

Employment by sector provides valuable insights into the economic structure and composition of a community. It reveals how jobs are distributed across different industries, which can offer a snapshot of the community's economic strengths, diversification, and potential vulnerabilities. Employment by sector can reveal a community's past, present, and future as described below:

- 1. Economic Specialization:** Employment by sector highlights the industries that are dominant or specialized within a community. For example, a community with a significant concentration of jobs in sectors like healthcare, manufacturing, technology, or tourism indicates areas of economic specialization. This can provide insight into the community's competitive advantages and potential for growth in those sectors.
- 2. Economic Diversity:** Examining employment by sector can reveal the level of economic diversity within a community. A well-diversified economy distributes jobs across multiple sectors, which can contribute to stability and resilience. On the other hand, heavy reliance on a single sector can make a community vulnerable to economic downturns or industry-specific challenges.
- 3. Workforce Skills and Education:** Different sectors require varying skill sets and levels of education. By analyzing employment by sector, it is possible to gain insights into the types of skills and education levels that are in demand within the community. This information can help inform workforce development initiatives, educational programs, and training opportunities to align with the needs of local industries.
- 4. Employment Opportunities:** Employment by sector reveals the types of job opportunities available within a community. This information can be useful for job seekers, residents considering career choices, and businesses looking to understand the labor market. It can help individuals make informed decisions about their career paths and identify sectors that may offer greater employment prospects.
- 5. Economic Resilience and Vulnerability:** A diverse employment base across multiple sectors can contribute to economic resilience by reducing dependence on a single industry. Communities heavily reliant on a single sector may be more susceptible to economic shocks, such as recessions or industry downturns. By analyzing employment by sector, communities can identify potential vulnerabilities and develop strategies to diversify and strengthen their economy.

It's important to note that employment by sector is dynamic and can change over time due to economic shifts, technological advancements, and other factors. Regular monitoring of employment trends and ongoing analysis of the sectoral composition can help communities identify opportunities, address challenges, and shape economic development strategies accordingly.

Based on data from the 2021 American Community Survey, ARC experienced a 4.7% increase in the number of people in the workforce from 2017-2021 as shown in Table E-1. Several sectors experienced significant gains in those same years: manufacturing increased by 16%, professional-scientific increased by 25% as did the arts and entertainment. The sector with the most significant gains was transportation and warehousing with an increase of 72%.

TABLE E-1: INDUSTRIES REPRESENTED BY LABOR FORCE IN ARC

	Richmond County, Georgia				
LABEL	2017	2018	2019	*2020	2021
Civilian employed population 16 years and over	81,679	86,643	83,670	83,015	85,571
INDUSTRY					
Agriculture, forestry, fishing and hunting, and mining	459	236	439	261	42
Construction	4,670	3,924	3,757	4,286	4,019
Manufacturing	7,952	10,083	10,931	7,750	9,297
Wholesale trade	1,611	2,283	1,584	1,588	555
Retail trade	11,962	10,325	9,312	9,949	10,835
Transportation and warehousing, and utilities	3,019	5,405	3,973	3,950	5,222
Information	1,637	552	816	1,187	1,314
Finance and insurance, and real estate and rental and leasing	3,650	2,892	2,528	3,039	2,144
Professional, scientific, and management, and administrative and waste management services	8,635	7,481	13,368	10,859	10,811
Educational services, and health care and social assistance	22,013	23,650	18,056	20,824	24,647
Arts, entertainment, and recreation, and accommodation and food services	6,804	8,429	13,138	10,053	8,508
Other services, except public administration	4,834	5,037	2,355	4,509	2,836
Public administration	4,433	6,346	3,413	4,760	5,341

Unfortunately, agriculture-related employment declined by 90% in ARC and wholesale trade declined by 65%. Employment in agriculture-related fields has been declining for several reasons:

1. Technological Advancements: Technological advancements in agriculture have led to increased mechanization and automation. Machinery, equipment, and advanced agricultural practices have improved efficiency and productivity, reducing the need for manual labor in farming and related activities.

2. Consolidation and Scale: Agricultural operations have become larger and more consolidated over time. Small family farms have been replaced by larger commercial operations, resulting in economies of scale and a decreased demand for labor. This consolidation has led to increased efficiency but reduced the number of available agricultural jobs.

3. Shift in Labor Demand: As economies develop and urbanize, there is often a shift in labor demand from agriculture to other sectors. Employment opportunities in manufacturing, services, and technology tend to attract workers away from traditional agricultural occupations.

4. Changing Demographics and Generational Shift: The aging of the agricultural workforce and the younger generation’s preference for non-agricultural careers have contributed to a decline in employment in agriculture-related fields. Many younger individuals are opting for urban lifestyles and pursuing careers in industries outside of agriculture.

5. Changes in Farming Practices: Changes in farming practices, such as increased specialization and the shift towards industrialized agriculture, have also impacted employment. Certain agricultural activities, such as crop diversification or livestock intensification, may require fewer workers.

6. Globalization and Trade: Globalization and increased trade have affected the agricultural sector. Import competition, market dynamics, and changes in agricultural policies can influence employment opportunities in agriculture-related fields.

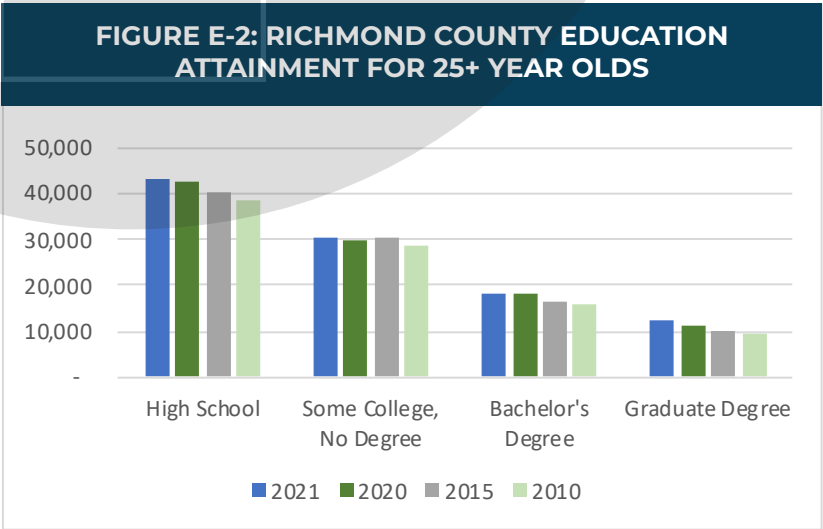
It is important to note that while employment in traditional agriculture-related fields may be declining, new opportunities are emerging in areas such as agri-tech, precision agriculture, sustainable farming practices, and agricultural research. These areas often require specialized knowledge and skills, reflecting the evolving nature of the agriculture industry.

Overall, the decline in employment in agriculture-related fields is a complex and multifaceted phenomenon influenced by technological advancements, changing labor demands, shifting demographics, and broader economic factors.

EDUCATION ATTAINMENT

It is widely understood that an educated workforce plays a significant role in economic growth and development for regions, counties, and communities. Education and income data provides socioeconomic indicators which is in turn used by private industry in site selection for new and expanding industries. For example, the number of college graduates, within a geographic area attracts certain industries, historically leading to high-skilled and high-wage jobs in a community.

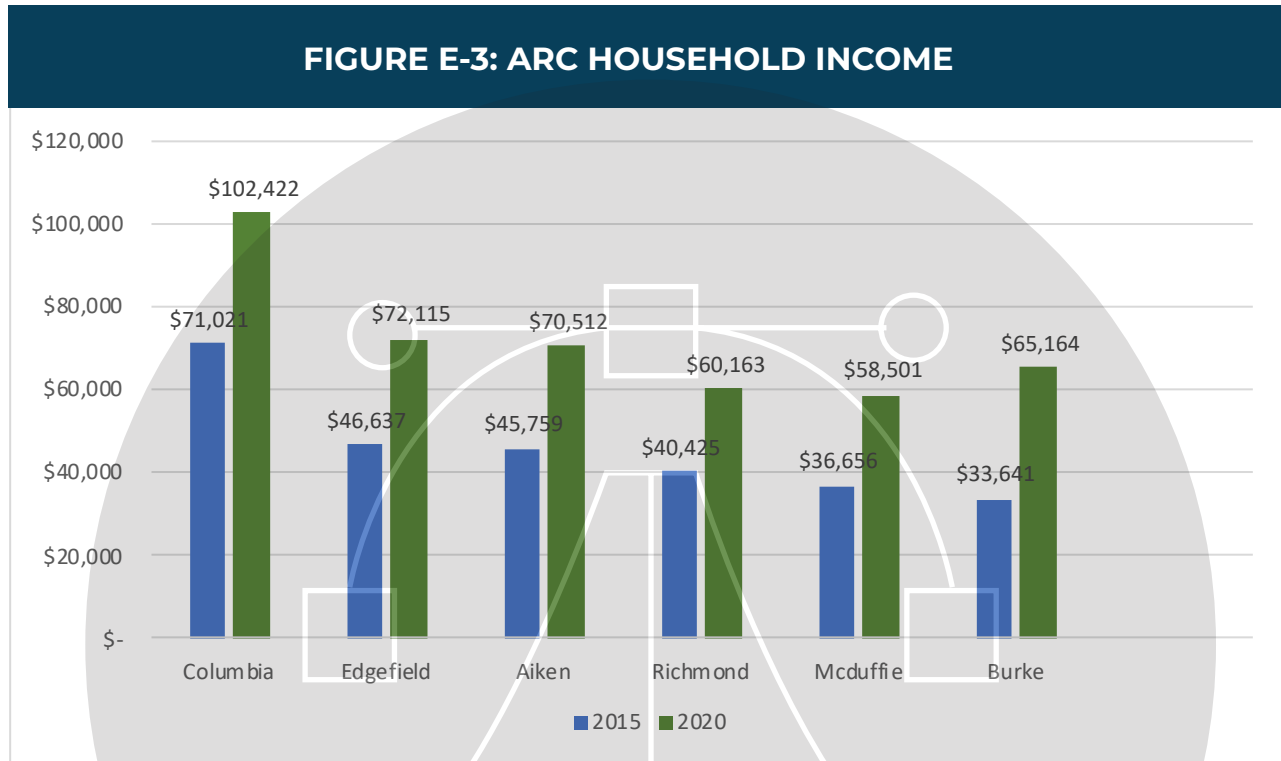
In looking at the segment of the population within Richmond County ages twenty-five years and older, from 2010-2021, there has been consistent progress in the attainment of high school diplomas, bachelor, and graduate degrees.



Source: US Bureau of Labor Statistics

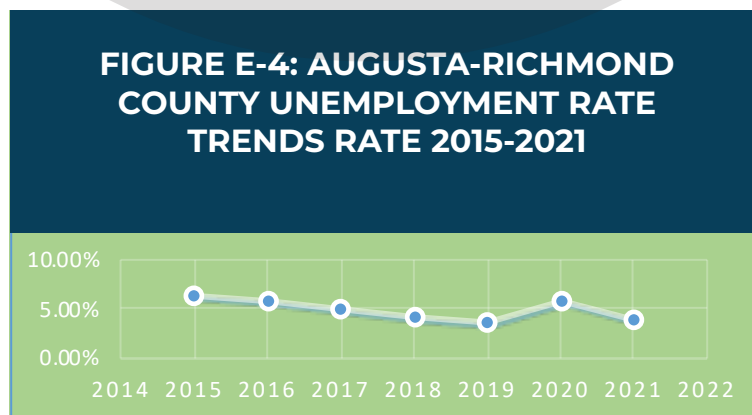
HOUSEHOLD INCOME

The correlation between education and income has been studied for decades and until the present-day prominence of social media and e-commerce, education was the primary factor in predicting income. In a span of 5-years, the average household income of ARC residents has increased by 48%, as shown in Figure E-3. The national median household income is \$70,784 and ARCs is \$60,163.



UNEMPLOYMENT LEVEL

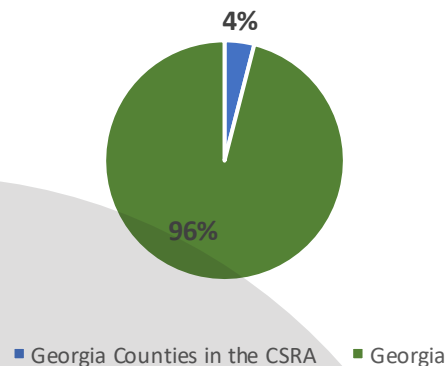
According to the US Bureau of Labor Statistics the national unemployment rate was 3.7% in May 2023, while ARCs was 3.8%. Currently, unemployment challenges locally are consistent with the national level. Looking back, in 2020, unemployment rates reached a 5-year high due to the pandemic. Service oriented businesses such as restaurants, salons, spas, and movie theaters were forced to close and many small businesses had to reduce staff or close. The state and federal government saw record high unemployment claims and created stimulus funding for individuals and businesses.



LABOR FORCE

The labor force is a key economic indicator that provides insights into the available workforce within the county. The labor force includes all people aged 16 and older who are classified as either employed and unemployed; it is the number of people who are either working or actively looking for work. Georgia counties in the CSRA makeup approximately 4% of Georgia's workforce. It helps measure the extent of participation in the labor market and is used to calculate employment and unemployment rates.

ARC REPRESENTATION IN THE GEORGIA WORKFORCE



WHERE ARE WE NOW:

COMMUNITY FACILITIES

Community facilities and services are a vital component of Augusta Georgia. These facilities and services contribute to the health, safety and welfare of our community's residents, help to improve the quality of life, and foster new housing and business opportunities. Community facilities in Augusta include Government, Public Safety, Education, Recreation and Parks, Cultural, and Hospital and Healthcare facilities. These facilities encompass a wide range of amenities and services that enhance the quality of life, promote social interaction, and contribute to a thriving community.

Here are some ways community facilities can make a county more desirable:
Recreation and Parks: Well-maintained parks, green spaces, and recreational facilities provide opportunities for outdoor activities, sports, and leisure. They offer spaces for exercise, relaxation, and community gatherings, fostering a sense of well-being and promoting an active lifestyle.

Education and Schools: Access to quality educational institutions, including schools, colleges, and universities, is a significant factor for families and individuals considering a county. Good schools and educational resources contribute to a strong workforce, attract families, and support lifelong learning.

Healthcare Services: Availability of healthcare facilities, including hospitals, clinics, and medical centers, is essential for residents' well-being and quality of life. Accessible and quality healthcare services contribute to a healthier population and can attract retirees, professionals in the medical field, and businesses that value employee well-being.

Cultural and Arts Facilities: Museums, theaters, art galleries, and cultural centers enhance a county's cultural vibrancy. These facilities provide opportunities for artistic expression, entertainment, and cultural experiences. They can attract creative individuals, support local artists, and contribute to a vibrant arts scene.

Libraries and Community Centers: Libraries serve as centers for learning, research, and community engagement. They provide access to resources, educational programs, and technology. Community centers offer spaces for social gatherings, events, and activities that bring residents together, fostering community cohesion and a sense of belonging.

Sports and Recreation Facilities: Sports complexes, arenas, and recreational facilities offer opportunities for organized sports, fitness activities, and community events. These facilities can attract sports enthusiasts, host tournaments, and contribute to a healthy and active lifestyle.

Transportation Infrastructure: Efficient transportation infrastructure, including well-connected road networks, public transit systems, and airports, enhances accessibility and connectivity within the county. Accessible transportation options make commuting easier, support businesses, and facilitate tourism and travel.

Community Safety and Services: Access to police and fire stations, emergency services, and community safety initiatives contributes to a safe and secure environment. Adequate public safety measures instill confidence in residents and businesses and contribute to an overall desirable living environment.

Community Engagement and Social Services: Community facilities that promote civic engagement, social services, and support networks enhance the county's social fabric. They provide platforms for community involvement, volunteer opportunities, and access to essential social services.

Environmental Sustainability: Community facilities that prioritize sustainability, such as recycling centers, renewable energy initiatives, and green spaces, contribute to environmental stewardship. These initiatives attract environmentally conscious residents and businesses and promote a sustainable and eco-friendly lifestyle.

Collectively, community facilities create a desirable environment by providing essential services, promoting social interaction, fostering a sense of community, and enhancing the overall quality of life for residents. These facilities contribute to the county's appeal, attract new residents and businesses, and support economic growth and development.



HOSPITALS AND HEALTH CARE FACILITIES

Augusta has a long history of service in the field of medicine. As a result, medical care, research and education facilities are vital to community life and the area economy. There are several major medical facilities in Augusta employing thousands of people. These facilities include acute care hospitals, psychiatric facilities and extended care centers. Several of these facilities are located in a Medical District near Downtown Augusta, and others are located elsewhere in the city.

AUGUSTA HOSPITAL AND HEALTH CARE FACILITIES		
Hospital	Address	Number of Hospital Beds
Augusta University Medical Center	1120 15th Street	581
Charlie Norwood Veterans Administration Medical Center	950 Fifteenth Street (Downtown Division) 1 Freedom Way (Upper Division)	Downtown Division (156 Beds - 58 Medicine, 27 Surgery, 71 Spinal Cord Injury) Uptown Division (93 Beds- 68 Psychiatry, 15 Blind Rehabilitation, and 10 Rehabilitation Medicine) + (132 Bed Restorative / Nursing Home Care Units and a 60-Bed Domiciliary)
Piedmont- Summerville Campus (Trinity Hospital of Augusta) (St. Joseph Hospital)	2260 Wrightsboro Road	231
Walton Rehabilitation Hospital	1355 Independence Drive	60
Doctors Hospital	361 Wheeler Road	350
East Central Regional Hospital- Augusta	3405 Mike Padgett Highway	187 Bed Mental Health and Forensic Services

East Central Regional Hospital - Gracewood	100 Myrtle Avenue	40 Bed Skilled Nursing and 163 Bed Inter-mediate Care for People with Developmental Disabilities
Georgia Regional	3405 Mike Padgett Highway	645
Dwight David Eisenhower Army Medical Center	Fort Gordon	120
Augusta University (Formerly Medical College of Georgia -MCG)	1120 15th Street	478 Bed (Adult Hospital) and 154 Bed (Children's Medical Center - CMC)
Select Specialty Hospital	1537 Walton Way	80
Piedmont Augusta	1350 Walton Way	581

PUBLIC SAFETY FACILITIES

The Richmond County Sheriff's Office (RCSO) is located at 400 Walton Way, Augusta GA, 30901, which is an independent public agency employing 734 people and headed by an elected sheriff. The Office has twelve divisions: Community Services, Criminal Investigation, Jail Division, Traffic Division, Professional Standards and Training, Field Operations, Special Operations, Management Services, Internal Affairs, Civil Warrants, Court Security, and the SWAT Team. Additionally, the Sheriff's Office operates a training center.

AUGUSTA-RICHMOND COUNTY FIRE DEPARTMENT

The Augusta-Richmond County Fire Department provides full-time professional fire protection to all parts of Augusta and the City of Blythe (under contract). Their service area covers approximately 214 square miles (excluding Hephzibah and Fort Gordon), and includes a mix of residential, multi-family commercial, and woodlands.

The Fire Department has 294 employees and 58 pieces of firefighting equipment distributed among 20 fire stations. The department's headquarters are located at 3117 Deans Bridge Rd. Within the department, the Fire Prevention Bureau is responsible for arson investigations, code enforcement, plan review and fire safety education, with life safety code enforcement a top priority of the department.

In the fall of 2017, the Augusta Fire Department had received an Insurance Service Office (ISO) Public Protection Classification rating of 01/IX, which is the best ISO rating a fire department can achieve. The ISO rating system evaluates the level of service of a city's fire department by assessing a fire department's provision of fire protection services which can include for example its training programs, firefighting equipment, and its emergency response capabilities.

AUGUSTA 911 CENTER

The Augusta 9-1-1 Center is located at 911 Fourth Street in downtown Augusta. The center is fully staffed on each shift with trained Emergency Medical Dispatchers and is currently staffed with 60 staff members. Rural/Metro Ambulance Service has a three (3) year contract to provide emergency medical services in Augusta. Central EMS uses eight ambulances and six additional ambulances during peak periods plus three quick response vehicles.

AUGUSTA RICHMOND COUNTY ANIMAL SERVICES

The mission of Augusta Animal Services is to enforce state laws and local ordinances pertaining to the care and control of animals, protection of life and property, and to raise public awareness of responsible pet ownership. The Augusta Animal Services Department staff includes an administrative staff which consists of a Director, an Assistant Director, a Kennel Operations Manager, an Administrative Assistant, a Field Operations Manager, and a Dispatcher. In addition, the department includes a Kennel staff consisting of 11 staff attendants, and an Enforcement staff consisting of six (6) animal control officers. The department operates out of a 17,500 square-foot facility located at 4164 Mack Lane. The facility shelters and adopts animals to the residents of Augusta.

EDUCATION FACILITIES

The Richmond County Board of Education (RCBOE) and several private schools provide elementary and secondary education in Augusta. Post-secondary education facilities include Augusta Technical College, Augusta State University, Paine College, and the Medical College of Georgia. Brenau University, Troy University, the University of Phoenix and Savannah River College are other smaller post-secondary institutions located in Augusta. All post-secondary institutions offer a variety of degrees – some with online programs in addition to their on-campus programs.

RICHMOND COUNTY BOARD OF EDUCATION

The Richmond County Board of Education has ten members elected by districts that coincide with the Augusta Commission districts. Eight (8) school board members represent single districts and the remaining two are at-large. The Board operates under a committee system established by the Board President, and the Board appoints a Superintendent to administer the operations of the school system. The Board employs over 4,000 people with all administrative offices located in an adaptive reuse building located at 864 Broad Street in downtown Augusta. Currently, there are 51 schools in the Richmond County public school system.

PRIVATE SCHOOLS

There are a total 15 private grade schools in Augusta serving 3,038 students.

RECREATION AND PARKS

The Augusta Recreation and Parks Department maintains over 60 park sites and 1,500 acres of parkland that feature a wide variety of quality facilities with family-oriented leisure activities for all ages and population groups. Currently, there are 66 recreation and park facilities in Augusta Georgia. Of these, 57 are currently owned by the Parks and Recreation Department.

WATER AND SEWER SYSTEMS

The Augusta Recreation and Parks Department maintains over 60 park sites and 1,500 acres of parkland that feature a wide variety of quality facilities with family-oriented leisure activities for all ages and population groups. Currently, there are 66 recreation and park facilities in Augusta Georgia. Of these, 57 are currently owned by the Parks and Recreation Department.

The Augusta Utilities Department is responsible for the operation and maintenance of the water and sewer systems in the Augusta Georgia. The Department also provides customer service functions including meter reading and customer billing, revenue collection, and new construction inspection. The Department is headed by a director and has over 300 full-time employees. Augusta owns and operates a water system serving over 63,266 residential and 7,896 commercial and industrial customers as of December 2011. The system's surface water supply is the Savannah River, supplemented by groundwater wells located throughout the city. Water from the Savannah River is treated at the Highland Avenue Water Treatment Plant (WTP). Water from the wells is treated at one of three groundwater treatment plants (GWTP). Water transmission and distribution facilities convey the water from the treatment plants throughout the 210 square mile water service area. Generally, the service area can be characterized as having complete water service coverage for potential customers who wish to connect to the system.

An agreement was signed by Augusta and Fort Gordon to provide water and waste-water services in 2007. As of 2014, Augusta Utilities Department will provide potable water and wastewater collection services on Fort Gordon for the next fifty years. The cities of Blythe and Hephzibah provide water service within their respective jurisdictions.

The Savannah River is the city's primary source of surface water. Water is also withdrawn from the Augusta Canal, which is fed by and located next to the river. Major facilities at the Raw Water Pumping Station, located on the Canal, include four raw water intakes on the canal (two primary and two secondary) and a diesel engine-driven standby raw water pump. The Raw Water Pumping Station has an aggregate pumping capacity of 88 million gallons daily (mgd).

The raw water supply is pumped to the Highland Avenue Filtration Plant through a system of three parallel raw water lines: a 30-inch diameter cast iron, a 36-inch steel, and a 60-inch ductile iron line. A 42-inch diameter, pre-stressed concrete cylinder pipe is currently inactive. The standby raw water supply facility is at the same general location as the primary facility but pumps water directly from the Savannah River to the Highland Avenue Filtration Plant through the same system of raw water supply pipelines.

The city is currently permitted to draw up to 45 mgd at the Raw Water Pumping Station. The construction of Pistol Range Road Raw Water Pumping Station (RWPS) located below downtown Augusta, and the N. Max Hicks Water Treatment Plant (WTP) were completed in January 2005. The construction of the new water treatment plant and intake allowed an additional 15 mgd in permitted pumping capacity.

The city is also permitted to withdraw supplemental raw water from the Tuscaloosa Formation aquifer through 32 wells: 21 actively producing, 10 deactivated and 1 inactive. The city is currently permitted to use up to 18.4-mgd monthly average groundwater and 17.4 mgd maximum annual average. Well fields are generally located near one of three Ground Water Treatment Plants (GWTPs). One of the three plants, GWTP #3, located on Old Waynesboro Road, became operational in 2001. The other two plants date from 1966 and 1979. The wells that have been deactivated are in the vicinity of GWTP #1 located off Peach Orchard Road. Augusta owns five water treatment plants and a rural chlorination system, as illustrated in Table C-7. Augusta has raw water storage capacity of approximately 379 acre-feet or 124 million gallons at two raw water storage reservoirs located adjacent to the Highland Avenue WTP. They provide pre-settling of suspended matter in the raw water as well as storage during times of low river or canal flows. Water flows by gravity from these reservoirs to the WTP.

WATER DISTRIBUTION SYSTEM

The system's water distribution consists of approximately 1,048 miles of pipelines, ranging in size from 6 inches to 24 inches in diameter. Most of the pipelines are made of cast iron or ductile iron. Approximately 20% of these pipelines have been in service for 50 years or more, with the oldest pipelines installed approximately 140 years ago. Finished surface water is distributed from the Highland Avenue WTP by gravity and pumping. Finished ground water is pumped from GWTP No. 1 into the Intermediate-South pressure gradient (417ft msl) and from GWTP No. 2 into the Pine Hill pressure gradient (457 ft. msl). GWTP No.3 pumps finished water into the Pine Hill high-pressure gradient (521 ft. msl). Distribution system pump stations situated at various locations are used to feed isolated high-pressure zones.

WASTEWATER TREATMENT FACILITIES

The city of Augusta's sanitary sewerage system serves approximately 47,744 residential and 5,900 commercial and industrial customers (as of July 31, 2004). The sewer system covers an area of approximately 106 square miles and serves an estimated population in excess of 150,000. For Gordon and the cities of Hephzibah and Blythe have separate sewer systems. Augusta's wastewater collection and conveyance system consists of 8 drainage basins, 28 wastewater pumping stations, and approximately 680 miles of collection sewers. The sewers transport primarily sanitary sewage, but there is evidence of storm water infiltration in some of the basins. Approximately 80 percent of the sewer system is drained by gravity; the remainder requires pumping at least once. Sewer lines range from 8 inches to 72 inches in diameter. Most lines are made of vitrified clay, but other materials present include brick, concrete, and polyvinyl chloride (PVC). Approximately 20 percent of the sewer lines have been in service for 50 years or more.

CIVIC CENTER AND CULTURAL FACILITIES

Civic centers and cultural facilities play significant roles in a community, serving as gathering places, promoting cultural expression, and enhancing the overall quality of life. Augusta has a civic center, auditoriums and performing arts facilities used to host a wide variety of events and performances.

Cultural facilities in a county encompass a wide range of institutions, venues, and spaces that promote arts, heritage, and cultural experiences. These facilities contribute to the county's cultural vibrancy, foster creativity, and enrich the lives of residents and visitors.

The role of civic and cultural facilities is highlighted below:

Museums: Museums showcase collections of artifacts, artworks, and exhibitions that highlight local history, science, art, or specific themes. They offer educational experiences, preserve cultural heritage, and provide opportunities for learning and exploration.

MUSEUMS IN AUGUSTA-RICHMOND COUNTY		
NAME	LOCATION	YEAR BUILT/ ESTABLISHED
Augusta Canal Discovery Center	1450 Greene Street Suite #400	2003
Augusta Museum of History	560 Reynolds Street	1995
Augusta Visitor Information Center	605 Reynolds Street	---
Morris Museum of Art	Augusta Riverfront Center at #1 Tenth Street	1992
Gertrude Herbert Institute of Art	506 Telfair Street	1818
Meadow Garden	1320 Independence Drive	1795
Ezekiel Harris House	1822 Broad Street	1795
Boyhood Home of Woodrow Wilson	419 Seventh Street	1850
Lucy Craft Laney House and Museum of Black History	1116 Phillips Street	1911

Art Galleries: Art galleries exhibit visual artworks, including paintings, sculptures, photography, and mixed media creations. They provide platforms for local and visiting artists to display their work, encourage artistic expression, and foster appreciation for the visual arts.

Performing Arts Centers: Performing arts centers are venues dedicated to hosting live performances, including theater, dance, music, and spoken word. These facilities often feature auditoriums, stages, and technical equipment to support various forms of performing arts productions and events.

Theaters: Theaters are venues specifically designed for stage performances, including plays,

musicals, and other theatrical productions. They provide spaces for live entertainment, cultural performances, and community events.

Music Halls and Concert Venues: Music halls and concert venues host musical performances, including concerts, recitals, and live music events. These facilities range from small intimate spaces to large concert halls, catering to a diverse range of musical genres and audiences.

CIVIC CENTERS AND SIMILAR FACILITIES IN AUGUSTA			
NAME	LOCATION	YEAR BUILT/ ESTABLISHED	SEATS
James Brown Arena	601 Seventh Street	1979	8,500
Bell Auditorium	712 Telfair Street	1938	2,690
Imperial Theatre	745 Broad Street	1918	903
Miller Theatre	708 Broad Street	1940	1,300
Sacred Heart Cultural Center	1301 Greene Street	1898	--
Meadow Garden	2500 Walton Way	1968	732

These facilities showcase and promote cultural expression, diversity, and heritage within the community. They provide platforms for artists, performers, and cultural organizations to present their work and share their traditions, preserving and celebrating the unique cultural identity of the community. Cultural expression and preservation are fundamental to enhancing the quality of life. Centers and facilities designed solely for the public promote social cohesion while serving as a catalyst for urban revitalization. Well-designed civic centers and cultural facilities can act as catalysts for urban revitalization, attracting investments, businesses, and residents to surrounding areas. They contribute to the revitalization of downtown areas and promote a vibrant urban environment.

Cultural Centers: Cultural centers serve as hubs for promoting cultural diversity, heritage, and community engagement. They may offer programming, workshops, exhibitions, and events that celebrate and educate about various cultural traditions, ethnicities, or immigrant communities.

Libraries: Libraries serve as valuable cultural facilities, offering not only access to books and resources but also hosting literary events, author talks, and educational programs. They often provide spaces for community gatherings, workshops, and learning opportunities. The East Central Georgia Regional Library serves the five counties of Burke, Columbia, Lincoln,

Richmond, and Warren with the headquarters located at 823 Telfair Street in downtown Augusta. There are five (5) branches in Augusta – Richmond County with over half a million items. Cultural facilities often offer educational programs, workshops, and classes that promote artistic skills, creativity, and cultural awareness. They provide opportunities for individuals of all ages to engage in arts education, develop their talents, and explore various art forms.

Historical Sites and Heritage Centers: Historical sites and heritage centers showcase the history, traditions, and cultural significance of a county or region. They preserve and interpret historical buildings, landmarks, and artifacts, allowing visitors to learn about the local heritage and experience the county's historical context.

Film and Media Centers: Film and media centers provide resources and support for filmmakers, screenwriters, and digital media creators. These facilities may include production studios, editing suites, screening rooms, and equipment rentals, fostering the development of the local film and media industry.

Public Art Installations: Public art installations, including sculptures, murals, and interactive artworks, enhance the visual appeal of public spaces and contribute to the cultural identity of a county. They promote artistic expression, create landmarks, and engage the community in public art experiences.

These cultural facilities not only provide opportunities for artistic expression and cultural appreciation but also contribute to tourism, community engagement, and the overall quality of life within the county. They foster creativity, promote a sense of identity, and serve as platforms for community connection and celebration of diverse cultural expressions. Civic centers and cultural facilities can have a significant economic impact on a community. They attract visitors from both near and far, stimulating local businesses, restaurants, and hotels. Cultural tourism helps generate revenue, supports job creation, and contributes to the local economy.

CULTURAL RESOURCES

Arts in the Heart of Augusta

The Arts in the Heart of Augusta is a 2 ½ day celebration of food, arts, diversity and culture. Over 88,000 visitors attend the Arts in the Heart of Augusta annually, and the Arts in the Heart of Augusta be held for the 37th time in 2018. The celebration is held in Downtown Augusta at the Augusta Common and Broad St. between 7th and 10th St. The Arts in the Heart of Augusta is produced each year by the Greater Augusta Arts Council.

Riverwalk Augusta

Riverwalk Augusta is a riverside park conceived in 1982 as a part of a revitalization plan for downtown Augusta. Developed in phases between 1986 and 1992, this award-winning facility includes a brick-paved esplanade atop the river levee, a shaded walkway on the river side of the bulkhead, a playground and picnic area, the Jessye Norman Amphitheater, three landscaped bulkheads, and breaches in the levee at Eighth and Tenth Streets. A full-service marina was added in 1994. The park hosts a variety of special events each year and is close to other major attractions.

Springfield Village Park

Located on two acres at the intersection of Twelfth and Reynolds Streets, this park pays tribute to Springfield Baptist Church, the oldest independent African American congregation

in the United States with an unbroken record of existence. The park includes walkways, floral landscaping fountains, and the 45-foot-tall sculpture “The Tower of Aspirations”. Planned improvements include artifact and living history museums. Springfield Baptist Church is located across the street from the park.

Augusta Common

The Augusta Common is a 2½-acre park located in the 800 block of Broad Street in Downtown Augusta. The park opened in October 2002 and is designed to connect Broad Street to the revitalized riverfront area. Park amenities include paved walkways, park benches, trees, raised planting beds, lighting fixtures, historical markers, wireless internet, and a statue of the city’s founder, James Oglethorpe. An attractive, two-story service building was built next to the Common in 2004. Since opening, the Common has hosted a variety of festivals, music shows and special events.

Augusta Canal

The Augusta Canal National Heritage Area is among the nation’s best examples of a 19th Century industrial canal system. Constructed in 1845, and enlarged in 1876, the canal continues to provide power to historic mills alongside its banks, supplies water to the city, and forms a channel stretching approximately 8 miles from the Headgates in Columbia County to downtown Augusta. A number of historic structures associated with the canal still stand: the locks and dam at the headwaters, the lock keeper’s cottage, a dance pavilion and barbecue shed, the city’s raw water pumping station, Sibley Mill, King Mill, the Confederate Powder Works Chimney, Enterprise Mill, Sutherland Mill and the Butt Memorial Bridge. Several historic neighborhoods adjoin the canal. The canal and its towpath tie these resources together, providing a ready-made walking (or paddling) venue for users.

The Heritage Area is managed by the Augusta Canal Authority and is being revitalized in accordance with a master plan adopted in 1993 and a management plan approved by the US Department of Interior in 2000 that includes a combination of preservation, conservation, education and interpretation, recreation and economic development activities. Among the recently completed projects are Bikeway/Multi-Use Trail Improvements, restoration of vintage structures at the Headgates, restoration of the Locks and Headgates Building and installation of a pedestrian bridge, river stairway and canoe dock. The Augusta Canal Interpretive Center, located in the Enterprise Mill, opened to the public in April 2003 and has been offering guided canal tours on Petersburg tour boats since fall of that year. Projects in design or underway include the expansion of the New Bartram Trail between the canal and Savannah River, new trails and boardwalks on the canal’s southwestern bank and a heritage park and trails using the waterways recently restored third level.

In 2006 Atlanta Gas Light Company and the city completed a multimillion-dollar environmental clean-up and restoration of the canal’s third level, located in the downtown/ Laney Walker area. A planning task force representing stakeholders from government, neighborhoods, churches, businesses and the Augusta Canal Authority issued a concept document as a guide for future development in this area. More recently in 2017, the Canal Authority acquired and moved Trinity CME church for the purpose of renovating and reusing at the third level. The plan envisions multiple redevelopment projects including a heritage park, corridor reconfiguration on major roads, neighborhood housing and park improvements and adaptive reuse of industrial buildings in order to help revitalize the inner neighborhoods surrounding downtown.

Overall, civic centers and cultural facilities contribute to community identity, social cohesion, economic vitality, and cultural enrichment. They serve as dynamic hubs that bring people together, inspire creativity, and provide spaces for meaningful experiences, ultimately enhancing the overall well-being and vibrancy of a community.



Photography Credits: Destination August

WHERE ARE WE NOW:

ACCOMPLISHMENTS

Previous initiatives and the past community work programs have provided a start for the sustainable growth of ARC. Before moving on to new projects, initiatives, and activities ARC is spotlighting what has been accomplished since 2018. Below are a few significant successes that the county has achieved.

HOUSING ACCOMPLISHMENTS									
Work Program Projects	2019	2020	2021	2022	2023	Status	Responsible Party	Cost Estimate	Fund Source
Foundry Place - mixed use development to include affordable housing		x				Complete		\$26M	Public/Private
Legacy at Walton Green - 15th Street Redevelopment		x				Complete	Housing and Community Development	Unknown at this time	Public/Private
Market Creation Project - Dyess Park					x	Ongoing	Housing and Community Development	\$50M	Public/Private
Continue to implement modernization projects at Augusta Housing Authority					x	Ongoing	Housing and Community Development	\$3.75M	HUD
Develop Phase One (I) of the Twigg's Circle Housing Project		x				Complete	Augusta Housing Authority (AHA)	\$4.5M	Tax Credits, Private, Sector
Implement the three (3) Phases of the Cherry Tree Crossing Redevelopment Project				x		Complete	Augusta Housing Authority (AHA)	\$27-30M	Tax Credits, Private, Sector
Rehabilitate 95 Housing Units for Low Income Homeowners					x	Ongoing	Housing and Community Development	\$2.7M	HUD, Program Income
Rehabilitate Two Housing Units for Low Income Renters		x				Complete	Housing and Community Development	\$30,000	HUD, Program Income
Complete Emergency Repairs on 120 Housing Units Occupied by Low Income Households					x	Ongoing	Housing and Community Development	\$27-30M	HUD, Program Income
Provide Down Payment Assistance to 305 First-Time Homebuyers					x	Ongoing	Housing and Community Development	\$1.8M	HUD
Demolish 120 Dilapidated Housing Units					x	Ongoing	Housing and Community Development	\$600,000	City General Fund
Develop and Implement New and Renovated Housing Projects in Target Areas with a Total of 100 Units to be Assisted					x	Ongoing	Planning and Development	\$1.8M	HUD
Develop and Implement Economic Development Projects in Inner-City Target Areas					x	Ongoing	City, CHDOs, Other Non-Profits, Private Developers	\$500,000	Bonds, Tax Credits, Private, City
Continue Code Enforcement Program in Inner-City Target Area					x	Ongoing	City, Non-Profits, Private Developers	Staff Time	City
Acquire Tax Delinquent and Abandoned Properties Through the Augusta Land Bank Authority for Use in Constructing Affordable Housing					x	Ongoing		\$150,000	CDBG, City

ECONOMIC DEVELOPMENT ACCOMPLISHMENTS

Work Program Projects	2019	2020	2021	2022	2023	Status	Responsible Party	Cost Estimate	Fund Source
Augusta University Cyber Institute	x					Complete	State of Georgia, City of Augusta	\$100M	State Funds, General Funds
Research and Consider an Entertainment District in Downtown Augusta			x			Complete	City of Augusta	Staff Time	General Funds
Research and Consider the Creation of an Innovation District and Civic District		x				Complete	City of Augusta	Staff Time	General Funds
Extend the Access Road Named Valencia Way, Located in the Augusta Corporate Park					x	Ongoing	County Development Authority	\$3.3M	Sales Tax Funds
Attract Industry to the Augusta Corporate Park					x	Ongoing	County Development Authority, City	Staff Time	County Development Auth., Chamber, City
Implement Downtown Revitalization Projects as Outlined in the Joint Master Plan for Augusta, GA and North Augusta, SC Regional Urban Core					x	Ongoing	City, Consultant, GRU	Staff Time	City, DDA, AT, Private
Implement Enhancement Projects on Gateways into the City					x	Ongoing	Fort Gordon, Chamber, City, CSRA Alliance for Fort Gordon	\$1.1M	Private Sector, SPLOST Transportation Enhancement Grant, City Funds
Attract New Missions/Partnerships to Fort Gordon					x	Ongoing	Fort Gordon, Chamber, City, CSRA Alliance for Fort Gordon	Staff Time	City, CSRA Alliance for Fort Gordon, Private Sector, Others
Implement Plan for Redevelopment of Former Regency Mall Site					x	Ongoing	City, Non-Profit, Private, Developers	N/A	City, Non-Profit
Implement Augusta Regional Collaboration Program					x	Ongoing	City, Consultant, GRU	Unknown	City, Private Sector Grants



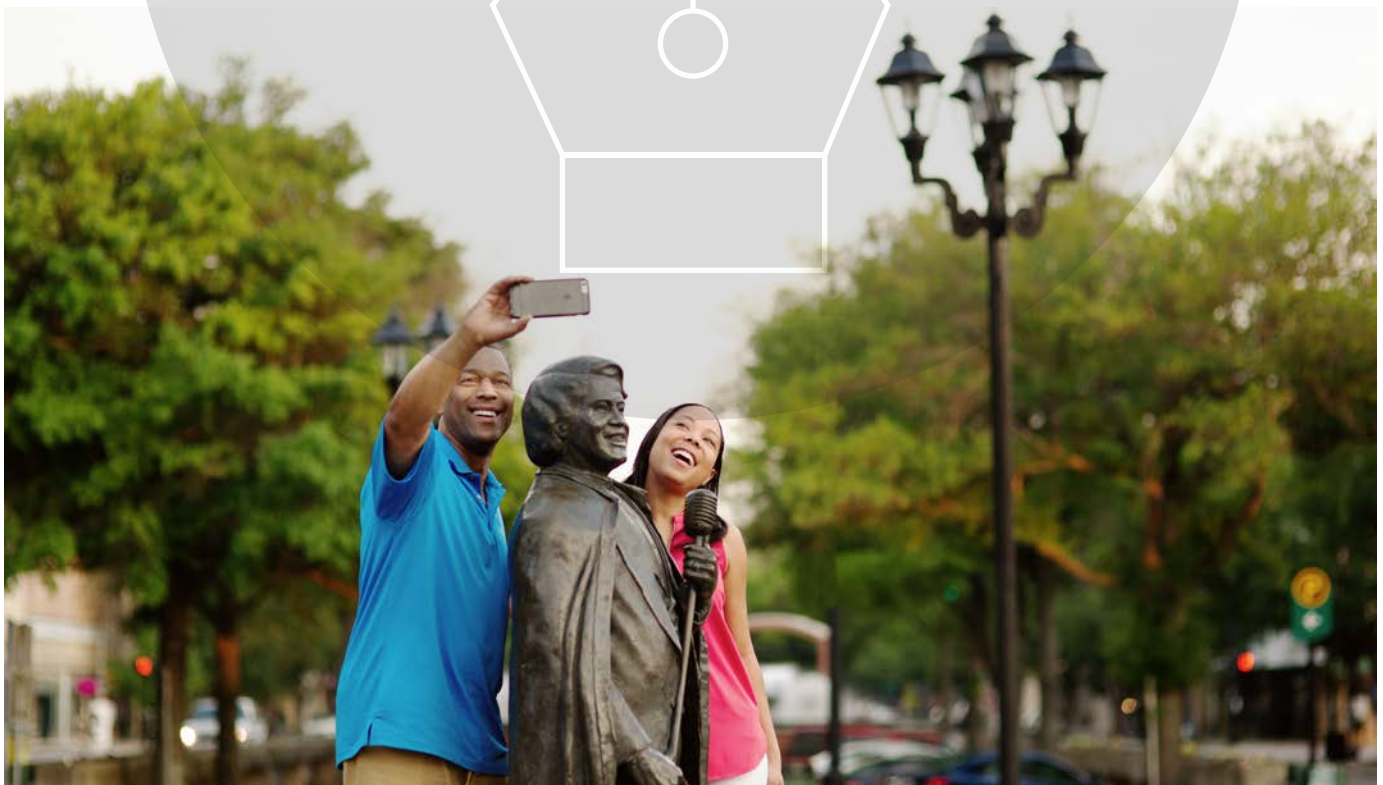
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TRANSPORTATION ACCOMPLISHMENTS

Work Program Projects	2019	2020	2021	2022	2023	Status	Responsible Party	Cost Estimate	Fund Source
Transit Bus Purchase		x				Ongoing	Transit	\$420,000	SPLOST 7
New Transit Bus Shelters		x				Ongoing	Transit	\$650,000	SPLOST 7
Augusta Public Transit - design and construct a new maintenance garage and administrative offices		x				Complete	Transit	\$18M	SPLOST 7/ Grants
Broad Street Improvements (Washington Road to Sand Bar Ferry Road)					x	Ongoing	Engineering	\$25M	TIA
James Brown Reconstruction					x	Ongoing	Engineering	\$6.1M	TIA
Highland Avenue Bridge repair and restoration over CSX RR					x	Ongoing	Engineering	\$1.5M	TIA
SR 4/15th Street Widening - Milledgeville Rd to Government Rd					x	Ongoing	GDOT	\$21.4M	TIA
Greene Street Improvements from 13th St to E. Boundary Rd					x	Ongoing	Engineering	\$9.8M	TIA
Augusta Public Transit Operations and Maintenance					x	Ongoing	City, APT	\$750,000 Annually	TSPLOST
Implementation of Intelligent Transportation System					x	Complete	Engineering	\$5.5M	TSPLOST B1
Berckmans Rd realignment and widening from Wheeler to Washington Rd					x	Complete	Engineering	\$20.3M	TSPLOST B2
5th St bridge - Bridge repair and restoration					x	Complete	Engineering	\$11.1M	TSPLOST B2
SR 4/15th St pedestrian improvements - Calhoun Expy to Central Ave					x	Complete	Engineering	\$6.1M	TSPLOST B and 2
SR 4/15th St widening from Government St to Milledgeville Rd					x	Ongoing	GDOT	ROW (\$16M) Road CST (\$8M)	FHWA, GDOT, TSPLOST
James Brown Blvd reconstruction - Reynolds to Wrightsboro Rd					x	Ongoing	Engineering	\$6.9M	TSPLOST B and 2
James Brown Blvd streetscape enhancement project - Reynolds to Adams St					x	Ongoing	GDOT, City, DDA	\$812,500	FHWA, City
Marvin Griffin Rd widening from Mike Padgett Hwy to Doug Bernard Pkwy					x	Complete	Engineering	\$6.0M	SPLOST, PHASES II/III
Wrightsboro Road widening from Jimmie Dyess Pkwy to I-520 ramps		x				Complete	GDOT, Augusta Engineering	\$18.6M	FHWA, GDOT, TSPLOST, Band 1
Transit Bus Purchase		x				Ongoing	Transit	\$420,000	SPLOST 7
New Transit Bus Shelters		x				Ongoing	Transit	\$650,000	SPLOST 7
I-520/Bobby Jones Expy widening from Gordon Hwy to Deans Bridge Rd and reconstruct interchanges		x				Ongoing	FWA, GDOT	\$29.8M	FHWA, GDOT
Windsor Spring Rd Phase IV - Complete ROW acquisition and widening from Willis Foreman Rd to Tobacco Rd					x	Complete	GDOT, Augusta Engineering	ROW: \$9,970,630; Road CST: \$22,954,457	FHWA, GDOT, SPLOST, Phases III/IV, TSPLOST
Windsor Spring Rd Phase V - Complete ROW acquisition and widening from W.F. Rd to SR 88 in Hephzibah					x	Complete	GDOT, Augusta Engineering	Road ROW: \$6,990,000; Road CST: \$12,827,273	RHWA, GDOT, SPLOST Phases III/IV
Greene Street Improvements from 13th St to E. Boundary Rd					x	Complete	Augusta Engineering	\$8,329,835	TSPLOST Band 1

LAND USE ACCOMPLISHMENTS

Work Program Projects	2019	2020	2021	2022	2023	Status	Responsible Party	Cost Estimate	Fund Source
Unified Development Ordinance		x				Ongoing	Planning and Development	Staff Time	General Funds
Creation of Augusta Recreational Trail Loop			x			Complete	Recreation and Parks	Staff Time	General Funds
Creation of Future Land Use Map	x					Ongoing	Planning and Development	Staff Time	
Conduct more detailed studies of character areas, neighborhoods, activity centers or other areas as necessary					x	Ongoing	Neighborhood Associations, Planning Commission, APDD, Other Stakeholders	Staff Time	City
Evaluate the feasibility and merits of establishing mixed-use districts, conservation districts or other types of overlay zones in various parts of the city					x	Ongoing	Neighborhood Associations, Planning Commission, APDD, Other Stakeholders	Staff Time	City
Update zoning map to reflect Community Agenda, existing land					x	Ongoing	City Commission, Planning Commission, APDD	Staff Time	City
Update local zoning and development ordinances as necessary to achieve quality growth					x	Ongoing	City Commission, Planning Commission, APDD	Staff Time	City
Address growth management issues through use of the Georgia Quality Growth Partnership's Smart Growth Toolkit					x	Ongoing	City Commission, Planning Commission, APDD	Staff Time	City
Continue cooperation with adjacent communities and Fort Gordon regarding land use and re-zoning action and other initiatives					x	Ongoing	City, Fort Gordon, Adjacent Communities	Staff Time	City, Fort Gordon



COMMUNITY FACILITIES ACCOMPLISHMENTS

Work Program Projects	2019	2020	2021	2022	2023	Status	Responsible Party	Cost Estimate	Fund Source
Hiking/Biking Trails & Riverwalk Enhancements/Expansion				x		Complete	Recreation and Parks	\$4M	SPLOST 7
Neighborhood Parks/Urban parks/Open Space and Playgrounds			x			Complete	Recreation and Parks	\$4M	
Community Center Improvements/Equipment				x		Ongoing	Recreation and Parks	\$4M	SPLOST 7
Sports Facility Field and Court Improvements					x	Ongoing	Recreation and Parks	\$1.75M	SPLOST 7
Swimming Pools and Splash Pads				x		Complete	Recreation and Parks	\$2M	SPLOST 7
ADA Audit and Improvements, Reforestation, and Cemetery Improvements				x		Ongoing	Recreation and Parks	\$1M	SPLOST 7
Augusta Public Art Infusion Gateway Beautification			x			Ongoing	Administrator	\$1M	SPLOST 7
Augusta Canal Improvements					x	Ongoing	Canal Authority	\$1.5M	SPLOST 7
Modernized James Brown Arena					x	Ongoing	Coliseum Authority	\$6M	SPLOST 7
Existing Facilities Upgrade					x	Ongoing	Public Facilities	\$5M	SPLOST 7
Animal Control Upgrades					x	Ongoing	Public Facilities	\$500,000	
New Records Retention Center					x	Ongoing	Public Facilities	\$2.5M	SPLOST 7
Demolish LEC at 401 Walton Way					x	Ongoing	Public Facilities	\$1.5M	SPLOST 7
Complete water and sewer projects funded by bonds					x	Ongoing	AUD	\$40.0M	City, Bondholders
Upgrade existing parks included on SPLOST Phase V project list					x		Parks and Rec Department	\$5.0M	
Complete public school construction, renovation and expansion projects as listed in the RCBOE Phase IV Master Plan					x	Ongoing	RCBOE	\$146.2M	E-SPLOST, Phase IV

ENVIRONMENTAL RESOURCES ACCOMPLISHMENTS

Work Program Projects	2019	2020	2021	2022	2023	Status	Responsible Party	Cost Estimate	Fund Source
Rocky Creek Flood Hazard Mitigation					x	Complete	Engineering	\$14M	SPLOST 7
Grading and Drainage (Stormwater)					x	Ongoing	Engineering	\$25M	SPLOST 7
Forest Hills Drainage Improvements and Flood Reduction (Concept and Design)					x	Ongoing	Engineering	\$400,000	SPLOST 7
Hyde Park Street and Drainage Improvements and Wilkerson Gardens					x	Ongoing	Engineering	\$6M	SPLOST 7
Augusta Canal Improvements					x	Ongoing	Engineering	\$1.5M	SPLOST 7
Develop 1-3 Compressed Natural Gas (CNG) fueling stations throughout the city					x	Ongoing	Augusta Environmental Services Department	\$6-8M	Enterprise Fund
Convert or replace the city's gas-powered vehicle fleet with alternative fuel vehicles					x	Ongoing	Augusta Environmental Services Department	Unknown	Revenue from sale of CNG fuel to waste haulers
Provide economic incentives to increase household waste recycling					x	Ongoing	Augusta Environmental Services Department	\$1.8M	Department budget
Participate in the Georgia Greenspace Program					x	Ongoing	Central Savannah River Land Trust, City, APDD	Yearly Contract with CSRLT	State, City, Private Sector
Butler Creek Privet Removal Program					x	Ongoing	CSRLT, City	\$150,000	US Fish and Wildlife
Continue to enforce the applicable requirements of the Part V Environmental Ordinances					x	Ongoing	City, APDD	Staff Time	City
Continue the permitting and enforcement provisions of the Soil Erosion and Sediment Control Ordinance					x	Ongoing	City	Staff Time	City
Continue the permitting and enforcement provisions of the Flood Damage Prevention Ordinance					x	Ongoing	Engineering, Planning	Staff Time	City
Continue community outreach related to water quality and quantity					x	Ongoing	AUD, Augusta WR	Staff Time	State, City, Private, NP
Implement emission reduction strategies to demonstrate compliance with federal air quality standards					x	Ongoing	City	Staff Time	City
Support implementation of the Phinizy Swamp Park Master Plan (buildings, education, research, land management)					x	Ongoing	SNSA, City, School System	\$500,000	City, Grants, Donations
Rehabilitate infrastructure at Phinizy Swamp Nature Park					x	Ongoing	SNSA, City	\$500,000	City, Donations, Grants
Augusta-Richmond County Flood Reduction Program (Flood Buyout Program)					x	Ongoing	City	Staff Time	City

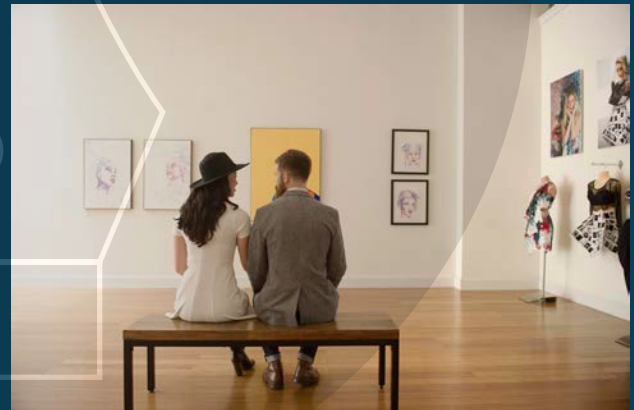
SECTION I-B:

WHERE ARE WE HEADED?

The data provided gives insight into the general direction in which ARC is developing and changing. In the CSRA, the long-term population trend has been positive; however, within ARC the population is growing at a barely detectable rate indicating that the population maybe become stagnant or decline. A correlation between the decline in population of those under 18 years of age and those in the 45 to 54 year old bracket suggests that there has been a loss of family units with school aged children. Also notable, the highest wage earnings for an individual typically occur between the ages of 45 to 54 years old. Side effects of a declining population may include:

- 
- **Loss of culture.**
 - **Increase in blight.**
 - **Reduction in basic services and infrastructure.**
 - **Shuttering of businesses.**
 - **Increase in property maintenance issues.**

Higher education is accessible and trending upward; thereby, industry and professional services appear stable and expanding. The wages paid by ARC industries are competitive; however, the median household income is slightly below the national and state average because employees live in neighboring counties. The aging housing stock and access to goods and services within the county has been a challenge in attracting new and diverse residential developments.



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SECTION TWO

SECTION II:

WHERE DO WE WANT TO GO

Key steps to help a community make decisions regarding its growth and development are:

Visioning and Goal Setting: Begin by engaging the community in a visioning process. This involves envisioning the desired future of the community, identifying values, and establishing overarching goals. Encourage community members to share their aspirations and ideas for the community's growth and development.

Community Engagement: Conduct community engagement activities to gather input and feedback from a diverse range of community members. This can include town hall meetings, workshops, surveys, focus groups, and online platforms. Ensure that the engagement process is inclusive, transparent, and accessible to all community members.

Assessing Existing Conditions: Evaluate the current state of the community by conducting a comprehensive assessment of existing conditions. This can include analyzing demographic data, land use patterns, infrastructure, economic trends, environmental factors, and social indicators. Identify strengths, weaknesses, opportunities, and challenges that will inform future decisions.

Data Analysis and Research: Utilize data analysis and research to support decision-making. Gather information on best practices, successful case studies, and evidence-based strategies from similar communities. Explore trends and emerging issues that may impact the community's growth and development.

Implementation Strategies: Identify specific strategies and actions to implement the community's goals and visions. Establish timelines, responsible parties, and performance indicators to track progress. Prioritize actions based on feasibility, impact, and community priorities.

Review and Adaptation: Continuously review and evaluate the community's growth and development decisions. Monitor progress, gather feedback, and adapt strategies as needed. Engage in ongoing dialogue with the community to ensure that the decision-making process remains inclusive and responsive to changing needs.

The statistical data presented in Section One identified trends and provided information about the existing conditions that could present challenges to the resiliency. In this section, the quantitative data with the qualitative data that was obtained through the community meetings is merged to identify the needs and opportunities that will shape Augusta-Richmond County's vision and goals.



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WHERE DO WE WANT TO GO:

NEEDS & OPPORTUNITIES

Identifying needs and opportunities through community engagement involves actively involving community members in the decision-making process and gathering their input to understand their concerns, aspirations, and priorities. This feedback plays a crucial role in identifying the wants, needs, and areas of opportunity for Augusta-Richmond County. During the months of May and June 2023, six community engagement meetings were held. Working with the community and getting substantial feedback from residents, stakeholders, and county commissioners, we were able to identify the wants, needs, and areas of opportunity. Table 2-1 reflects the needs and wants expressed in the community meetings.

**TABLE 2-1: NEEDS AND OPPORTUNITIES
FROM THE COMMUNITY MEETINGS**

Kick Off Community Meeting #1

- | | |
|---|--|
| <ul style="list-style-type: none"> • More entertainment options • More living space downtown • More bus stops and shelters • Mindfulness of the middle class who want to live downtown • Mixed income housing options • Need more bus stops • Improve public transportation (be on-time) • Utilize existing signage around town to promote city activities • Right-of-Ways need to be cleaned up | <ul style="list-style-type: none"> • Reinvest in the civic center and Bell Auditorium • Adhere to a maintenance schedule for the Riverwalk • Healthy food options in the downtown area • Historic preservation • More information about government actions • Sidewalks downtown need to connect • Remove the burned and abandoned homes • Enhance security at all of the parks |
|---|--|

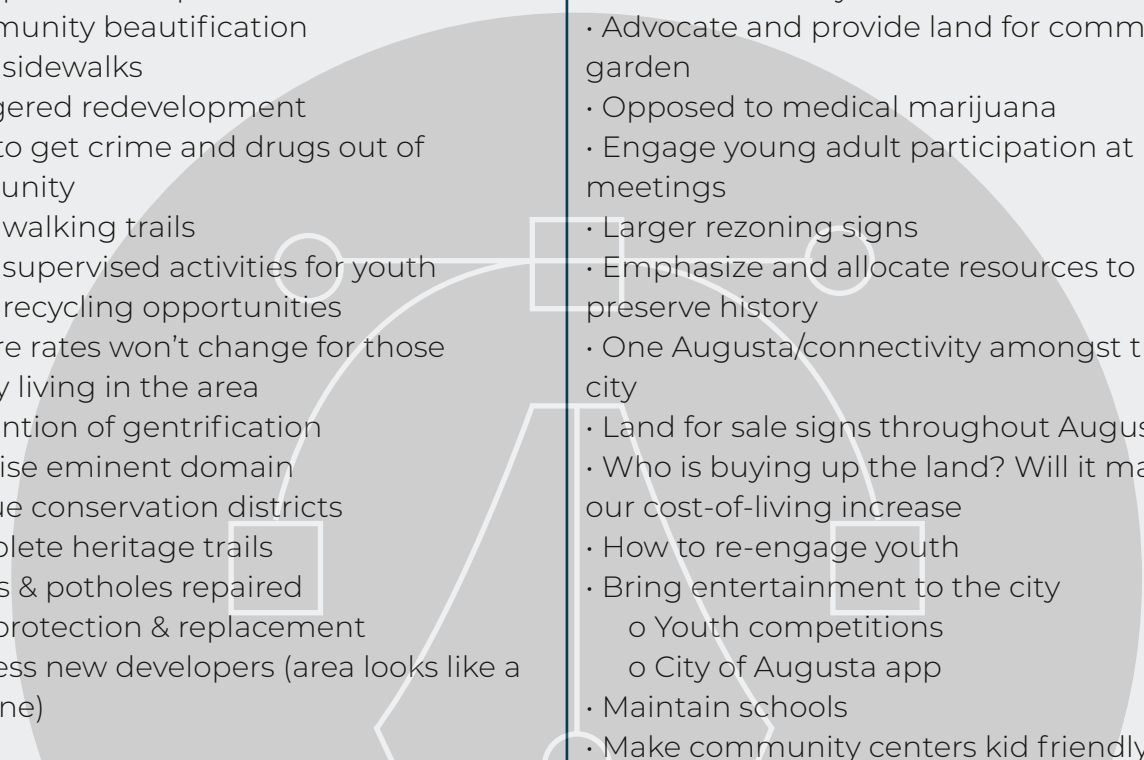
Bernie Ward Community Meeting #2

- | | |
|---|---|
| <ul style="list-style-type: none"> • Who/What is Augusta because there's no gardens and golf is not accessible to most. • Youth activities are needed beyond sports • Community centers are dated • Pool access around the county is very limited • Dilapidated structures • Pride is missing in where folks live and shop • Lack of trust in government • New logo and mission needed • HOA presence desirable • Workforce development • Public school programs diminishing • Install bike lanes and racks • Deferred maintenance at the community centers force residents to community centers | <ul style="list-style-type: none"> • South Augusta is not an "urban" area but it is being developed that way • Need more sit-down restaurants • Too many overgrown lots • Need a "Welcome to the community" for new residents • Too many rental properties • Publish maintenance schedule • List volunteer opportunities or ways community can get involved • Update community centers so that they can teach life and homeownership skills • Clean up what we have • Lack of connectivity in the "old county" area. • New developments with no sidewalks or amenities • Stop band-aids at the city parks (build new) |
|---|---|

Online Community Meeting #3

- | | |
|---|---|
| <ul style="list-style-type: none"> • More transit routes are needed • Cost of living is good • Dilapidated structures need to be removed • More housing options in the downtown area • Plan for the homeless is needed | <ul style="list-style-type: none"> • Expand the knowledge base regarding historic structures • More greenspace is needed; improve the parks • Roads need to be maintained better • Riverwalk is not well maintained • Downtown redevelopment has slow pace |
|---|---|

Sand Hills Community Meeting #4

- 
- Burned houses removed
 - Property maintenance will force compliant people to move out
 - Eliminate Air BnB
 - More rentals (apartments, affordable housing)
 - More public transportation
 - Community beautification
 - More sidewalks
 - Staggered redevelopment
 - Plan to get crime and drugs out of community
 - More walking trails
 - More supervised activities for youth
 - More recycling opportunities
 - Ensure rates won't change for those already living in the area
 - Prevention of gentrification
 - Exercise eminent domain
 - Pursue conservation districts
 - Complete heritage trails
 - Roads & potholes repaired
 - Tree protection & replacement
 - Address new developers (area looks like a war zone)
 - Investors taking too long to redevelop that they tore down
 - Affordable housing not readily available
 - Multi-income subdivisions needed
 - Replacement housing takes too long
 - Commissioners' become more engaged
 - Facilitate healthy food choices
 - Advocate and provide land for community garden
 - Opposed to medical marijuana
 - Engage young adult participation at meetings
 - Larger rezoning signs
 - Emphasize and allocate resources to preserve history
 - One Augusta/connectivity amongst the city
 - Land for sale signs throughout Augusta
 - Who is buying up the land? Will it make our cost-of-living increase
 - How to re-engage youth
 - Youth competitions
 - City of Augusta app
 - Bring entertainment to the city
 - Maintain schools
 - Make community centers kid friendly

Diamond Lakes Community Meeting #5

- Old rundown homes/buildings demolished or replaced
- More entertainment
- More sit-down restaurants in south Augusta
- Clear government contacts
- Dog parks
- Better transit system
- Better military/veteran services
- Rid food deserts
- Sidewalk development
- More hotels in south Augusta
- Nicer hotels in south Augusta
- More enforceable codes
- More nightlife activities
- More greenspace
- Rid of vegetative overgrowth
- Hold school board accountable
- Make it easier to volunteer in community
- Better school system
- Rid old commercial corridors
- Stop allowing hotels to become homes
- Rid the name negative nicknames
- Street sweeping (needs to be better)
- Road improvements
- Homeless problem
- Stop political bicker so things can get done
- More shopping centers
- Rid the boat house
- More hotels by the airport
- More youth supervised activities
- Maintenance on parks
- Affordable senior citizen housing (If it is approved as a 55+ developers need to stick to it)
- Canals (make waterways nicer)

Warren Road Community Meeting #6

- 
- Better infrastructure
 - Rid food desert areas
 - Better public transit
 - Homeless population
 - Government division/disagreements
 - Smell (air quality)
 - Maintenance of everything
 - Better customer service from city depts.
 - Publicized the good g in Augusta
 - Litter problems
 - Education (k-12)
 - Lack of forward-looking vision
 - We have resources we are not using
 - Stagnant compared to other counties
 - Not taking advantage of river
 - More greenspaces
 - Make the amphitheater nicer
 - Rid old buildings downtown
 - Poor maintenance of Riverwalk and parks
 - Faster work on road improvements
 - Focus more on residents rather than developments
 - Stop building so many apartments/ build more single-family homes
 - More entertainment
 - Excessive traffic
 - No bike trails
 - Schools need improvement
 - Dilapidated infrastructure
 - Underdeveloped/under performance county
 - Random shopping carts
 - Can't look up license on planning commission website
 - Accessibility (need sidewalks)
 - Jessye Norman Amphitheater
 - Courts need to have those breaking laws doing work in community
 - Improvements to skinner mill
 - Wasted building spaces
 - Small spaces for new businesses

There was considerable overlap in the identification of needs during the community engagement process, as demonstrated in Table 2:1. The emphasis on community and well-maintained public spaces post-pandemic is understandable, given the importance of outdoor and open-air activities during social distancing requirements. It reflects a desire for accessible and inviting spaces where residents can gather and engage with their community.

While concerns and needs related to K-12 education, the court system, and political issues may fall outside the scope of the comprehensive plan, it is crucial to acknowledge and address them as they impact the overall well-being and quality of life of the community. Collaborating with relevant stakeholders and agencies to address these concerns can help create a more holistic and supportive environment for residents.

The stakeholders' desire for a plan that prioritizes them as residents and enhances their quality of life aligns with the fundamental purpose of a comprehensive plan. It underscores the importance of developing strategies and goals that reflect the community's aspirations and improve their overall well-being. After capturing the needs, we cataloged them and the emerging priorities are:

Improving Infrastructure	More than ADA Updates to Parks & Recreation Spaces
Mitigating Blight	Conscious Development & Redevelopment
Expanding Entertainment Options	Promote Heritage & Culture

OPPORTUNITIES

A key component to identifying the opportunities was derived from the charrettes. Charettes are activities in which all stakeholders in a project attempt to resolve conflicts and map solutions. Each meeting included a chance for the stakeholders to identify what they “Love” about Augusta-Richmond County and from that evolved the opportunities for initiatives and activities that we need to preserve and capitalize on. Table 2:2 identifies some of the opportunities the stakeholders would like to see pursued with an emphasis on existing infrastructure, environment, and land.



■ Multiculturalism	■ Riverwalk Enhancement	■ Re-purposing of the Amphitheater
■ Mixed-Use Housing	■ Expand-Connect Existing Sidewalks	■ Central Location
■ Job Market-Good Wages	■ Cost of Living	■ Pride
■ Gardens/ & Under-Utilized Parks	■ Young Adult Population	■ Higher Education
■ Military	■ Historic Beginnings	■ New Logo-Motto

By focusing on what stakeholders “Love” about Augusta-Richmond County, the plan can tap into their passion and emotional connection to the community. This can result in more meaningful and impactful opportunities that resonate with the community as a whole. The charrette process fosters collaboration, inclusivity, and a sense of ownership among stakeholders. It helps ensure that the identified opportunities are reflective of the collective desires and priorities of the community, enhancing the likelihood of successful implementation and long-term support.

In summary, the use of charrettes as a tool for identifying opportunities allows for a comprehensive exploration of community perspectives and serves as a foundation for informed decision-making in the planning and development processes.

WHERE DO WE WANT TO GO:

VISION



COMMUNITY VISIONING AND GOALS

A vision statement sets the overarching direction for the community's comprehensive planning efforts. It serves as a guiding principle for decision-making, goal setting, and action plans to achieve the desired future for the county. Based on the information provided from data sets and meetings, a vision was formed to encapsulate the community's aspirations for the future. The desire to strike a balance between preserving the rich historical heritage of the county while embracing innovative approaches to promote growth and enhance the well-being of all residents is evident.

VISION

Augusta-Richmond County is unifying historical values with contemporary growth strategies to achieve and sustain an advantageous quality of life for all.

WHERE DO WE WANT TO GO:

GOALS

#1

CAPITALIZE ON AUGUSTA'S ASSETS

(i.e., location, medical community, military base, and rich culture).

Objective A: Rapidly, reinvest in the public/private gardens or create a new slogan/nickname.

Objective B: Enhance and secure the Riverwalk.

#2

ENHANCE THE QUALITY OF LIFE

Objective A: Prioritize new indoor and outdoor recreational spaces based on infrastructure assessment. Host instructional programs related to life skills.

Objective B: Provide modern entertainment venues (to scale).

Objective C: Collaborate with industries to enhance environmental conditions and preserve natural resources.

Objective D: Improve transit by updating routes and scheduling.

#3

BALANCE THE REDEVELOPMENT OF ESTABLISHED NEIGHBORHOODS/COMMUNITIES

Objective A: Provide activity centers beyond the downtown.

Objective B: Reverse blight by repurposing and/or demolishing of dilapidated structures.

Objective C: Pursue connectivity in the urban core via lighting and installation/repair of sidewalks.

Objective D: Update the Comprehensive Zoning Ordinance

#4

BE EXCELLENT FINANCIAL STEWARDS

Objective A: Implement an annual maintenance plan and budget for the upkeep of city-owned properties that is reflective of costs.

Objective B: Infrastructure expansion and maintenance beyond SPLOST.

Objective C: Make front and center the spending and budget updates.

#5

ATTRACT & RETAIN YOUNG ADULTS & FAMILIES

Objective A: Incorporate mixed-use/income housing as a standard.

Objective B: Expand workforce development. (Explore a mentorship program lead by local govt)

Objective C: Improve the transportation network (bikes, bus, and micro-transit, and airport).

Objective D: Provide activities beyond sports for the youth.

#6

INFRASTRUCTURE IMPROVEMENTS

Objective A: Continue the expansion of sewer services to established neighborhoods.

Objective B: Improve the condition of existing local roads and in neighborhoods.

Objective C: Incorporate landscaping into road construction and widening projects.

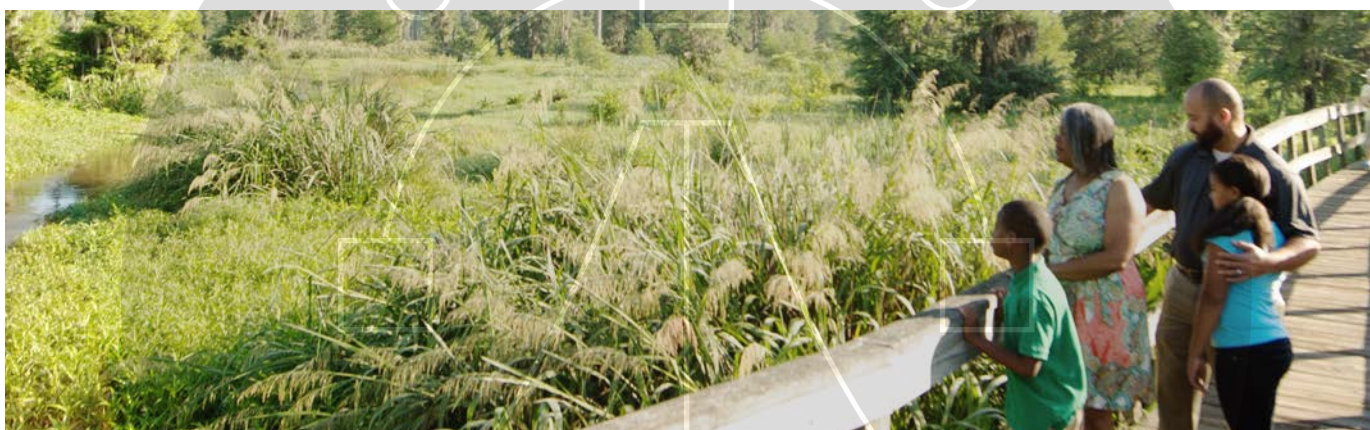
Objective D: Provide regular schedules and updates via community dashboard or newsletter.

WHERE DO WE WANT TO GO:

LAND USE ELEMENT

An essential step in planning for sustainable growth and redevelopment is analyzing how the land is being used and how it could/should be utilized. As a consolidated government, AUGUSTA-RICHMOND COUNTY has the challenge of developing a community that can meet the pre-existing needs of those wanting a more rural way of life and those wanting an urban one. More importantly, it must ensure that the aesthetic transition from rural Richmond County to old Augusta is complimentary.

Character areas are one of the tools used to aid in the sustainable development of the county. Character area planning focuses on the way an area looks and how it functions, instead of only existing land use. Applying development strategies to character areas in AUGUSTA-RICHMOND COUNTY can preserve historical areas, such as the downtown, and help others function better and become more attractive. There are six-character areas in the county, and they are highlighted over the next few pages.



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BELAIR CHARACTER AREA

The Belair Character Area is situated immediately west of Old Augusta and north of Fort Eisenhower (formerly known as Fort Gordon). The area includes land uses and development patterns typical of suburban development areas, rural residential areas, and highway commercial corridors. These development patterns are influenced to one extent or another by the area's proximity to Doctor's Hospital, Fort Eisenhower, regional shopping centers such as the Augusta Mall, Augusta Exchange, Interstates 20 and 520, and Jimmie Dyess Parkway.

Low-density, suburban residential development started to occur in the 1950s and accelerated in the last 25 years. The opening of Jimmie Dyess Parkway in 1998 fueled the development of several new subdivisions in the last decade. Most of the conventional subdivisions are in the area bounded by Gordon Highway, Powell Road, Wrightsboro Road, and the Bobby Jones Expressway. Higher density single-family development and apartment complexes are clustered in the area around Doctor's Hospital. Rural residential uses, mostly a mix of stick-built and manufactured homes on larger lots, characterize the area west of Powell Road to the Columbia County line, and along part of Wrightsboro Road and Maddox Road.

Suburban commercial development in the area has been steady over the last couple of decades. The area around Doctor's Hospital and along Wheeler Road has been gradually developing with a mix of professional offices, suburban and highway-oriented commercial

uses, and service establishments. The frontage roads bordering Interstates 20 and 520 include a mix of shopping centers, offices, standalone commercial, light industry and warehousing, and institutional uses. The T-Mobile Customer Service Center and Automatic Data Processing, Inc. facility are indicative of the types of service companies attracted to the area.

Vision for Belair:

A suburban area with medium-density residential development and well-planned communities. Congestion and high density are to be avoided within the Harper Franklin Drive at Jimmy Dyess Parkway area. Interstate interchanges, frontage roads and other identified nodes are home to new commercial and light industrial/warehousing development. Public facilities and services will continue to expand to meet the demand of a growing population. The Doctor's Hospital activity center retains its mix of healthcare-related businesses, offices, medium-density housing, and commercial establishments. Jimmie Dyess Parkway, Gordon Highway, and Wrightsboro Road become attractive corridors with a limited number of vehicle access points.

Recommended Development Patterns:

1. Promote moderate density, traditional neighborhood development (TND) style residential subdivisions.
2. Promote mixed-use development blending residential and non-residential uses (schools, parks, recreation, neighborhood business, and office).
3. Promote the development of conservation subdivisions wherever new residential development is proposed.
4. Reduce the reliance on autos by using sidewalks, bike lanes and multi-use trails to connect residential neighborhoods to activity centers (schools, parks, community centers, neighborhood businesses and services). Expand the city's transit system.
5. Wherever possible, connect new and established neighborhoods to a regional network of greenspace/conservation areas via bicycle-pedestrian trails, and greenways.
6. Promote interconnections between residential subdivisions via streets, sidewalks, and multi-use paths.
7. Maintain appropriate buffers between development and Fort Gordon.

State Quality Community Objectives:

The recommended development patterns for Belair are designed to promote the following Quality Community Objectives established by the Georgia Department of Community Affairs (DCA):

■ Efficient Land Use	■ Transportation Options
■ Economic Prosperity	■ Housing Options
■ Resource Management	■ Sense of Place
■ Educational Opportunities	■ Community Health

Recommended Land Uses/Zoning Districts:

- Agricultural (A) zone
- Residential:
 - R-1 (One-family Residential) zones
 - R-2 (Two-family Residential) zone
 - R-3 (Multiple-family Residential) zones
- Planned Unit Developments (PUD) zone
- Professional/Commercial:
 - P-1 (Professional/Office) zone
 - B-1 (Neighborhood Business) zone
 - B-2 (General Business) zone
- Industrial (LI) zone – limiting further expansion of these zones
- Institutional Uses
- Conservation and Parks/Recreational Uses

Implementation Strategies:

- More-detailed sub-area planning
- New local development regulations

EAST AUGUSTA CHARACTER AREA

East Augusta is characterized by a mix of conservation/natural resource areas, industrial land uses with limited residential and commercial land uses. Residential development includes some conventional subdivisions dating from the 1950s -1970s, some apartment complexes, newer townhouses, and condominium development. These higher residential density developments have been developed mostly along the Savannah River. The conventional subdivisions are concentrated in the northeast, central and south central areas of East Augusta. These conventional residential subdivisions are near if not adjacent to industrial land uses.

Commercial development is limited and characterized by stand-alone businesses such as convenience stores, gas/food marts, and fast-food restaurants. East Augusta is home to most of Augusta's warehousing, light industry, and heavy industry. Heavy industries include those producing chemicals, paper and wood products, clay products, transportation equipment and food products. Warehousing facilities are located near the existing surface transportation network of major highways and interstate interchanges, or railroad lines. Augusta Regional Airport at Bush Field is a significant regional activity center located in East Augusta.

The floodplains of the Savannah River and some of its tributary creek's account for the largest land use in East Augusta. Within these floodplains are designated natural resource/conservation areas including the Merry Brickyard Ponds, the Phinizy Swamp Wildlife Management Area, and the Phinizy Swamp Nature Park.

Vision for East Augusta:

The vision for East Augusta is to create a vibrant and sustainable community that balances residential and industrial needs while preserving the natural environment. With the expansion of public utilities, slightly higher residential densities in appropriate areas can be

achieved to offer housing opportunities for residents within the character area, continuing the co-existence of residential and industry uses while still providing distinct separation from each another. East Augusta's neighborhoods and streets in need of revitalization are recipients of a targeted approach of code enforcement, removal of blight, infrastructure improvements and public- private-partnerships resulting in reinvestment in new and rehabilitated housing. New industry development is concentrated near the Augusta Regional Airport and along the existing surface transportation network of major highways, interstate interchanges, and railroad lines, including the commercial/industrial node at the I-520/Sand Bar Ferry Road interchange. Enhanced preservation and conservation of environmentally sensitive areas used for education, recreation, and eco-tourism.

Recommended Development Patterns:

1. Provide infill residential development at appropriate locations at a slightly higher density that would still be compatible with the surrounding area reflecting neighborhood patterns.
2. Redevelopment projects (housing and economic development) in neighborhoods targeted for such activities.
3. Neighborhood activity centers that provide a focal point for community services and a location for appropriately scaled retail establishments especially in underserved neighborhoods.
4. Develop new businesses and industry encompassing the Augusta Regional Airport and surrounding area.
5. Locate new industrial uses in areas appropriately distanced from established residential neighborhoods.
6. Continued preservation and management of significant natural resources, promoting the use of those natural resources for passive-use tourism and recreation.

State Quality Community Objectives:

The recommended development patterns for East Augusta are designed to promote the following Quality Community Objectives established by the Georgia Department of Community Affairs (DCA):

■ Efficient Land Use	■ Transportation Options
■ Economic Prosperity	■ Housing Options
■ Resource Management / Environmental Protection	■ Infill Development
■ Employment Options	

Recommended Land Uses/Zoning Districts:

- Agricultural (A) zone
- Residential (varying densities of 3 units/acre to 10 units/acre)
 - o R-1 (One-family Residential) zones

- o R-2 (Two-family Residential) zone
- o R-3 (Multiple-family Residential) zones
- Professional/Commercial:
 - o P-1 (Professional/Office) zone
 - o B-1 (Neighborhood Business) zone
 - o B-2 (General Business) zone
- Industrial:
 - o LI (Light Industrial) zone
 - o HI (Heavy Industrial) zone
- Conservation and Parks/Recreational Uses

Implementation Strategies:

- More-detailed sub-area planning
- Public infrastructure improvements
- Continued maintenance and management of natural resources.

OLD AUGUSTA CHARACTER AREA

Located adjacent to the Savannah River, the downtown core of Augusta is where the city was founded and first developed. This core area has the characteristics of a traditional central business district, including a wide variety of land uses (commercial, office, cultural, entertainment, government and institutional), high level of access for vehicles, pedestrians and transit, a mix of architectural styles, medium to high-density residential development, and commercial buildings with little to no front or side setbacks. The downtown core has experienced redevelopment and revitalization over the last twenty-five years. Several large public and private projects have resulted from a downtown development plan last updated in 2000. The Westobou Plan, the Downtown Redevelopment Plan, and the Augusta Sustainable Development Agenda are other plans adopted since 2008.

Developers, merchants, and property owners have initiated downtown redevelopment projects on their own. Historic buildings have been, and are proposed to be, redeveloped and are being adaptively reused as offices, commercial space, meeting/reception facilities and multi-family residential units, both rental and owner purchased. Examples of this are the King Mill redevelopment, the proposed Lamar and Marion building redevelopments, and 905 Greene Street. Downtown has also seen new construction, primarily of multiple-family residential developments. Examples are The Augustan apartments and Millhouse Station apartments. The result is a downtown core that is seeing a resurgence in occupancy and uses while providing a financial return to those committed to investing in downtown Augusta.

Outside of the downtown core, Old Augusta is made up of residential neighborhoods developed prior to World War II that reflect major characteristics of older traditional neighborhoods. These characteristics include small and irregular-shaped lots, a wide variety of housing types, medium-density residential development, access to public transit, sidewalks, and street trees. Buildings that sit close to or at the front of property lines, narrow setbacks between buildings, neighborhood-scale businesses, and civic and institutional uses scattered throughout the area.

Among the traditional neighborhoods, several have been identified as areas of significant disinvestment, with high levels of poverty and/or unemployment. The Laney Walker

neighborhood has been the subject of several revitalization projects with some success, but this has not translated into large revitalization projects in other neighborhoods within Old Augusta. Public transportation is available, and sidewalks exist in the Downtown core and many of the neighborhoods.

Located within Old Augusta is the campus of Augusta University, including the medical and dental schools, Paine College, a large medical complex including Augusta University, Piedmont Hospital, and the Veterans' Association hospitals, both downtown and uptown facilities. Interspersed in Old Augusta are churches and schools, both public and private, that serve the residents and are part of the fabric of the neighborhood area. There are defined commercial corridors and nodes once you leave the Downtown core, primarily along Walton Way, Central Avenue and Wrightsboro Road. Employment opportunities exist with the existing and new commercial development and the new construction and renovation projects in the area.

Old Augusta contains 3 local historic districts, Downtown, Olde Town and Summerville. These areas have been designated as local historic districts to protect, preserve and enhance the historic neighborhoods and the numerous historic resources contained within them. The Downtown local historic district is made up primarily of the central business district and contains historic commercial, institutional, and residential structures, many of which have been converted to professional, commercial, or multiple-family residential uses. The city promotes and values adaptive reuse of these buildings to meet today's needs. The Olde Town local historic district was primarily single-family residences. Many remain single family while others have become multiple-family residential or professional uses. The east end of Olde Town contains many properties that are neglected and in disrepair. Also located in the Olde Town district is the Christ Community medical center and the Heritage Academy private school, both have utilized historic structures while adding new construction to meet current needs. The Summerville local historic district which is located on the west side of the Old Augusta character area contains many of the large historic homes that at one time comprised the more affluent families of historic Augusta dating back to the 1780s along with homes and developments built through the 1980s. Contained within the Summerville boundaries are the historic Partridge Inn and the Bon Air Hotel (now a multi-family use), Augusta University, other institutional uses and commercial corridors containing retail, business, and entertainment uses. In-fill development of vacant lots is common and encouraged particularly for single family residential use.

Vision for Old Augusta:

Maintain and enhance its historic character and unique mix of land uses while maintaining stability in established neighborhoods. Continue to reflect the predominant characteristics of a historic Downtown core business district, while at the same time adapting to the changing environment around it. Underutilized parcels should be redeveloped with respect for existing development patterns and the historic architecture in the area. Redevelopment should include the removal of deteriorated and dilapidated structures, construction or rehabilitation of single-family housing, new medium and high-density housing, additional commercial and office development, new civic and institutional facilities. Adaptive reuse of historic buildings will be a key component. New development should respect the scale, massing, architecture, of the existing historic structures and acknowledge stable neighborhoods with long term property ownership.

Recommended Development Patterns:

1. New residential, commercial, and institutional development built in accordance with established design guidelines and with respect for the historic character, traditional

development patterns and scale of the neighborhood involved.

2. Medium and high-density housing in both new structures and existing buildings.
3. Infill residential development at densities compatible with the surrounding area. Site design should reflect traditional neighborhood patterns and existing architectural styles.
4. Office and commercial development in both new and existing structures. Effort should be made to provide needed services to the under-served neighborhoods.
5. Enhanced arts, entertainment, and sports facilities.
6. Stronger physical connections between the Downtown core, including the riverfront, and the remainder of the Old Augusta character area.
7. Public infrastructure (public buildings, streets, landscaping, parks, sidewalks, etc.) that support and complement other development.
8. Transportation system that accommodates all modes of travel and is accessible to all.

State Quality Community Objectives:

The recommended development patterns for Old Augusta are designed to promote the following Quality Community Objectives established by the Georgia Department of Community Affairs (DCA):

- Economic Opportunities - appropriate Business, promote both public and private economic enterprises which in turn will provide employment opportunities.
- Resource Management - open space preservation, environmental protection, encourage the utilization of the Riverfront area.
- Heritage Preservation – preserve and protect the historic districts and properties for traditional and adaptive re-use.
- Efficient Land Use - welcome new development but recognize the needs and commitment of long-term property owners.
- Housing Opportunities – promote development of a variety of housing types, sizes, costs, and densities while respecting the scale and mass of existing neighborhoods. Promote traditional neighborhood infill development where possible
- Transportation Alternatives and supporting Infrastructure
- Sense of Place and Pride in Augusta's unique qualities
- Regional Identity
- Regional Cooperation

Recommended Land Uses/Zoning Districts:

- Medium Density Urban Residential (8 units / acre)
 - R-1C, R-1D, R-1E, (One-family Residential) zones
 - R-2 (Two-family Residential) zone
- High Density Urban Residential (35 units / acre)
 - R-3A, R-3B, R-3C, (Multiple-family Residential) zones
 - B-1 (Neighborhood Business)
 - B-2 (General Business)
- Mixed Use
 - B-1 (Neighborhood Business)
 - B-2 (General Business)
 - PUD (Planned Unit Development)
- Professional/Commercial:
 - P-1(Professional/Office) zone
 - B-1 (Neighborhood Business) zone
 - B-2 (General Business) zone
- Industrial:
 - LI (Light Industrial) zone

Existing Overlay Districts:

• PDR (Planned Development Riverfront)

An overlay district covering the Savannah riverfront and part of the Downtown core of Augusta. The list of permitted land uses is more restrictive than in the underlying zone, and development plans are subject to review by the Riverfront Development Review Board.

• Savannah River Corridor Protection District

An overlay district that establishes a 100-ft vegetative buffer along the Savannah River throughout Augusta. Within the district certain land uses are permitted, but facilities for the receiving, storage, or disposal of hazardous or solid wastes are prohibited.

• Local Historic Districts

An overlay district established under the city's historic preservation ordinance that covers Downtown, Olde Town and Summerville areas. Any material change affecting the exterior of property within the district is subject to design review by the city's Historic Preservation Commission. The underlying zoning is not affected by the historic district designation.

Implementation Strategies:

- Develop new local development regulations specific to this character area and the Downtown core, included but not limited to, flexible density for both commercial and residential development and parking allowances. Also support for adaptive re-use of existing structures, assistance for public investments and public-private partnerships for new development and revitalization projects, infrastructure improvements for utilities and all transportation modes.

SOUTH AUGUSTA CHARACTER AREA

Extending south from the old city limits to near the boundaries of Hephzibah, and bordering Fort Eisenhower to the west, South Augusta is characterized by a suburban pattern of development, with low-density subdivisions of mostly single-family detached units on uniform lots approximately $\frac{1}{4}$ -acre in size. Apartment complexes are scattered throughout the area, usually located near employment centers, shopping, and major roads. Curvilinear street patterns are predominant, there are generally few sidewalks or crosswalks for pedestrians, and transit service is limited.

South Augusta is home to several major institutions, including the East Central Georgia Regional Hospital, the Regional Youth Detention Center and Development Campus, the Charles B. Webster Detention Center, and Augusta Technical College. Commercial development is typically arranged in a linear pattern along major streets and highways, and clustered near interchanges with I-520. Rocky Creek and Butler Creek are major natural resources for South Augusta; greenspace has been acquired along Butler Creek for permanent protection. Diamond Lakes Park is a major public amenity for the area, featuring a campground, playing fields, a community center, and a branch library.

South Augusta has been the focus of new residential and commercial development in recent years. To accommodate this growth, new public schools have been built, and public utilities have been upgraded and expanded. This growth trend is expected to continue near established residential and commercial uses, both on undeveloped land and through redevelopment projects.

Vision for South Augusta:

South Augusta will reflect 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. Mixed-use and planned unit developments are encouraged at infill sites and at abandoned commercial properties, enhancing walkability, and reducing car dependency. Established activity centers are the focus for enhanced recreation and education activities, retail investment and job opportunities. Infill will be instrumental in the future development of South Augusta.

Recommended Development Patterns:

1. Maintain low-density single-family residential development in areas where it is already the predominant land use.
2. Infill residential development at densities compatible with the surrounding area. Site design reflects existing neighborhood patterns and architectural styles.
3. Redevelopment projects (housing and economic development) in targeted neighborhoods, and at large abandoned commercial or industrial sites, targeted for such activities.
4. Additional commercial and retail development at major intersections near underserved neighborhoods.
5. Expanded regional activity center in the areas around Augusta Mall, Augusta Technical

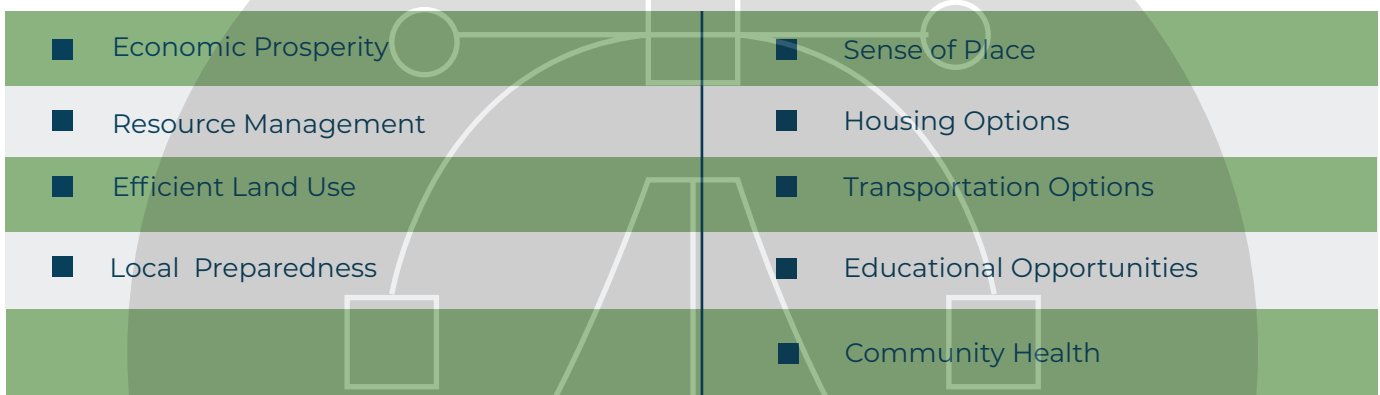
College, and Diamond Lakes Park.

6. Reduce the reliance on autos by using sidewalks, bike lanes and multi-use trails to connect residential neighborhoods to activity centers (schools, parks, community centers, centers (schools, parks, community centers, greenways, neighborhood businesses and services).

7. Explore expansion of transit service in corridors such as Tobacco Road where there is significant ridership potential.

State Quality Community Objectives:

The recommended development patterns for South Augusta are designed to promote the following Quality Community Objectives established by the Georgia Department of Community Affairs (DCA):



Recommended Land Uses/Zoning Districts:

- Residential (varying densities of 3 units/acre to 10 units/acre)
 - o R-1 (One-family Residential) zones
 - o R-2 (Two-family Residential) zone
 - o R-3 (Multiple-family Residential) zones
 - o R-MH (Manufactured Home Residential) – limiting expansion of this zone
- Planned Unit Developments (PUD) zone
- Professional/Commercial:
 - o P-1(Professional/Office) zone
 - o B-1 (Neighborhood Business) zone
 - o B-2 (General Business) zone
- Industrial (limiting expansion of these zones):
 - o LI (Light Industrial) zone
 - o HI Heavy Industrial) zone
- Institutional land uses
- Parks/recreation and conservation land uses

Implementation Strategies:

- Public investment and improvements to infrastructure and transit facilities
- Incentives
- Revisions to development regulations

SOUTH RICHMOND (RURAL RICHMOND) CHARACTER AREA

South Richmond, or Rural Richmond, makes up those parts of Richmond County located south of the East Augusta and South Augusta character areas that are not within the boundaries of Hephzibah, Blythe, or Fort Eisenhower. This is another part of the county undergoing a transition. A rural landscape predominates, but some conventional suburban residential development is taking place. The rural residential development pattern is characterized by stick-built and manufactured houses on lots exceeding $\frac{3}{4}$ -acre in size. South Richmond has a high number of flagpole lot developments. Most rural residences tend to front or have access to the major arterial and collector roads in the area.

Woodlands, open space, and agricultural uses are scattered throughout the area. Significant natural resources include the floodplains and wetlands of the Savannah River and the tributary creeks that drain the area (Spirit, Little Spirit and McBean). Aquifer recharge areas underlay much of the South Richmond area. The Spirit Creek Educational Forest is a conservation use located in the area.

Standalone commercial establishments are scattered throughout the area, serving residents and travelers passing through on the major highways. The Albion Kaolin mine is the largest industry in this part of the city. The Augusta Corporate Park is a 1,730-acre industrial site owned and marketed by the Development Authority of Richmond County located on Mike Padgett Highway (SR 56) near the Burke County line. Community facilities and institutional uses include the county landfill, public schools, fire stations and recreation facilities.

Among the factors contributing to the transition that South Richmond is undergoing are the extension of water and sewer service, construction of new community facilities, lower cost of land, improvements to the road network, and proximity of the area to major roads.

Vision for South Richmond:

South Richmond will maintain its predominant rural atmosphere characterized by large tracts of forest land, open space, rural residences, some farms, and creeks. Additional suburban residential and commercial development will locate in areas designated for such uses. Industrial development will be limited to existing locations and the Augusta Corporate Park. Public facilities and services will be expanded as necessary to accommodate the growing population.

Recommended Development Patterns:

1. Reduce the scattered rural residential development throughout the area.
2. Ensure any new low-density residential development is targeted for the suburban part of the character area.
3. Promote the development of conservation subdivisions wherever new residential development is proposed in the character area.
4. Promote the use of conservation easements by rural landowners.
5. Confine any new neighborhood commercial and professional office development to designated intersections.
6. Confine industrial and warehousing uses to the Augusta Corporate Park site and any isolated sites currently zoned for such uses.

7. Protect water resources and other environmentally sensitive areas.

State Quality Community Objectives:

The recommended development patterns for South Richmond are designed to promote the following Quality Community Objectives established by the Georgia Department of Community Affairs (DCA):

■ Economic Prosperity	■ Regional Cooperation
■ Resource Management	■ Housing Options
■ Efficient Land Use	■ Transportation Options
■ Local Preparedness	■ Educational Opportunities
■ Sense of Place	■ Community Health

Recommended Land Uses/Zoning Districts:

- Agricultural (A) zone
- Residential (low-to-medium densities):
 - R-1 (One-family Residential) zones
 - R-MH (Manufactured Home Residential) zone – limiting expansion of this zone
 - R-3 (Multiple-family Residential) zones, along major corridors with access to public water and sewer infrastructure
- Professional/Commercial:
 - P-1 (Professional/Office) zone
 - B-1 (Neighborhood Business) zone
 - B-2 (General Business) zone
- Industrial (limiting expansion of these zones):
 - LI (Light Industrial) zone
 - HI (Heavy Industrial) zone
- Institutional land uses
- Parks/recreation and conservation land uses

Implementation Strategies:

- Detailed planning measures (e.g., conservation zoning)
- Infrastructure improvements
- Public investment

WEST AUGUSTA CHARACTER AREA

The West Augusta Character Area reflects suburban development patterns of the last 50-60 years. Low-density residential subdivisions dating from the 1950's-1980s are predominant in the area. Apartment complexes are scattered throughout the area mostly centered along Steven's Creek Road, Bertram Road, and Alexander Drive. Developable land has become scarcer in recent years, resulting in the development of more attached townhouse and

condominium complexes. Public transit service is more limited than it is in the old city neighborhoods.

Commercial development in West Augusta is characterized by shopping centers, professional offices and entertainment establishments arranged in a linear pattern along the major streets and highways and clustered near interstate highway interchanges. The Augusta Exchange Shopping Center functions as a regional commercial center. Isolated pockets of low-intensity light industrial and warehousing uses exist in proximity to interstate interchanges. The one sizable heavy industry is the Martin Marietta rock quarry located between Riverwatch Parkway and the Augusta Canal.

The Augusta Canal National Heritage Area is a historic resource and linear greenspace trail of regional, State, and national significance. Additional greenspace areas and potential linear trail routes are scattered throughout the area. Gateways into the city include I-20 at Riverwatch Parkway, I-20 at Washington Road and Riverwatch Parkway from I-20 to downtown. The Augusta National Golf Course is a major landmark in the area.

Vision for West Augusta:

Promote limited development of the remaining vacant tracts while preserving the single-family residential character that is predominant in the area. Commercial development should be confined to existing locations and any additional redevelopment of commercial sites will be buffered from adjoining residential areas. Mixed-use development will be encouraged on sites being redeveloped.

Recommended Development Patterns:

- 1.** Incorporate medium-density single-family and well-planned residential developments into the area.
- 2.** Infill residential development at densities compatible with the surrounding area. Site design reflecting existing neighborhood patterns and architectural styles.
- 3.** Additional commercial and retail development confined to designated interchanges and intersections.
- 4.** Promote mixed-use development at appropriate locations to reduce development footprint, encourage more bicycle-pedestrian trails, create a sense of place.
- 5.** Limit industrial and warehousing development to areas where they are already located. Provide adequate buffers from adjoining residential, public, and institutional development.
- 6.** Reduce the reliance on autos by using sidewalks, bike lanes and multi-use trails to connect residential neighborhoods to schools, parks, community centers, greenways, neighborhood businesses and services. Expanding the City's transit system.

State Quality Community Objectives:

The recommended development patterns for West Augusta are designed to promote the following Quality Community Objectives established by the Georgia Department of Community Affairs (DCA):

■ Efficient Land Use	■ Transportation Options
■ Economic Prosperity	■ Housing Options
■ Resource Management	■ Sense of Place
■ Educational Opportunities	■ Community Health

Recommended Land Uses/Zoning Districts:

- Residential (varying densities of 3 units/acre to 29 units/acre):
 - R-1 (One-family Residential) zones
 - R-2 (Two-family Residential) zone
 - R-3 (Multiple-family Residential) zones
- Planned Unit Developments (PUD) zone
- Professional/Commercial:
 - P-1 (Professional/Office) zone
 - B-1 (Neighborhood Business) zone
 - B-2 (General Business) zone
- Industrial (limiting expansion of this zoning district):
 - LI (Light Industrial) zone
- Institutional Uses
- Conservation and Parks/Recreational Uses

Implementation Strategies:

- More-detailed sub-area planning
- New local development regulations
- Incentives

By carefully analyzing land use patterns, considering the diverse needs of residents, and implementing appropriate planning strategies, Augusta-Richmond County can successfully navigate the challenge of accommodating both rural and urban preferences while ensuring a seamless and complimentary aesthetic transition. Through thoughtful planning, the community can achieve sustainable growth and development that enhances the overall quality of life for all residents.



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WHERE DO WE WANT TO GO:

ENVIRONMENTAL & NATURAL RESOURCES

The role of environmental and natural resources in Augusta-Richmond County's development is significant and multifaceted. These resources play a crucial part in shaping the overall well-being, sustainability, and resilience of communities. A balanced and responsible approach to utilizing and preserving these resources can lead to a prosperous, resilient, and sustainable community for present and future generations.

AUGUSTA'S NATURAL ENVIRONMENT

Augusta is located in east central Georgia adjacent to the Savannah River and South Carolina to the east, Columbia and McDuffie Counties to the north and west, Burke and Jefferson Counties to the south, and straddles the twenty-mile wide "Fall Line", a geological and geomorphologic boundary following the Appalachian Mountain range from Alabama to New York. Richmond County occupies a land area of 324.33 sq. mi. and 4.27 sq. mi. of water area. Augusta (302.47 sq. mi.) accounts for approximately 93% of the total acreage in Richmond County, with the smaller communities of Blythe (2.54 sq. mi) and Hephzibah (19.31 sq. mi.) making up the other 7% together.

Topography

Augusta is situated in three major land resource areas: the Southern Piedmont, the Carolina, and Georgia Sand Hills and the Southern Coastal Plain. Elevations across Augusta range between 140 (upstream) and 100 feet (downstream) along the Savannah River to the east and 500 feet or more on high ridges on adjacent Fort Gordon, to the west. More than half of the total land area of Augusta has a slope of less than 5%, and more than 85% of the land has less than 10% slope. Less than 2% of the land area has greater than 15% slope. The steepest slopes are found along Butler, Spirit and Little Spirit Creeks. Many areas with steep slopes are either found within floodplains, which are regulated by the Augusta Flood Damage Prevention Ordinance or located within the jurisdictional boundaries of Fort Gordon.

Climate

Augusta has a relatively mild climate characterized by long hot summers and short cool winters.

LAND RESOURCE AREAS			
	Location(s)	Characteristics	Suitability
Southern Piedmont	Extreme northern part of Augusta	Broad to narrow ridgetops and long irregular hillsides bisected by numerous, small winding drainage ways	Good Suitability for building foundations and fair to poor suitability for septic tanks.
Carolina and Georgia Sand Hills	Northern and western parts of Augusta; separates the Southern Piedmont from the Southern Coastal Plain	Consist of a series of valleys and broad, level ridges	Poor to good suitability for residential development and commercial / industry uses.
Southern Coastal Plains	Covers the southern and southeastern parts of the Augusta	Broad ridgetops and hillsides extending to drainage ways	Fair to good suitability for residential development and commercial / industry uses.

Overview of Water Resources

Water resources are a defining characteristic of Augusta and vital to the community's past, present, and future. The Savannah River is the most visible surface water resource and drains much of Augusta's land mass.

Drainage Basins

There are nine watersheds in Augusta that include Rock, Rae's (which includes Crane Creek), Oates, Rocky, Butler, Spirit, Little Spirit, and McBean Creeks, and Phinizy Swamp (which includes downtown Augusta and the Augusta Canal drainage basins). The Savannah River floodplain extends along the entire eastern side of Augusta and covers approximately 63 square miles. The Savannah River floodplain is relatively flat and includes areas that are continuously wet and swampy (e.g., Phinizy Swamp) and areas that are subject to periodic flooding.

Aquifers and Groundwater Recharge Areas

Aquifers are soils or rocks in which groundwater is stored and can be extracted. Aquifers vary widely in size and depth and are primarily used for drinking water, irrigation, and manufacturing processes. A groundwater recharge area is a specific area of the earth's surface where water passes through the ground to replenish underground water sources, such as aquifers. These areas are sensitive areas that should be provided special attention and protection due to the reliance of these underground water sources for Augusta residents without potable water.

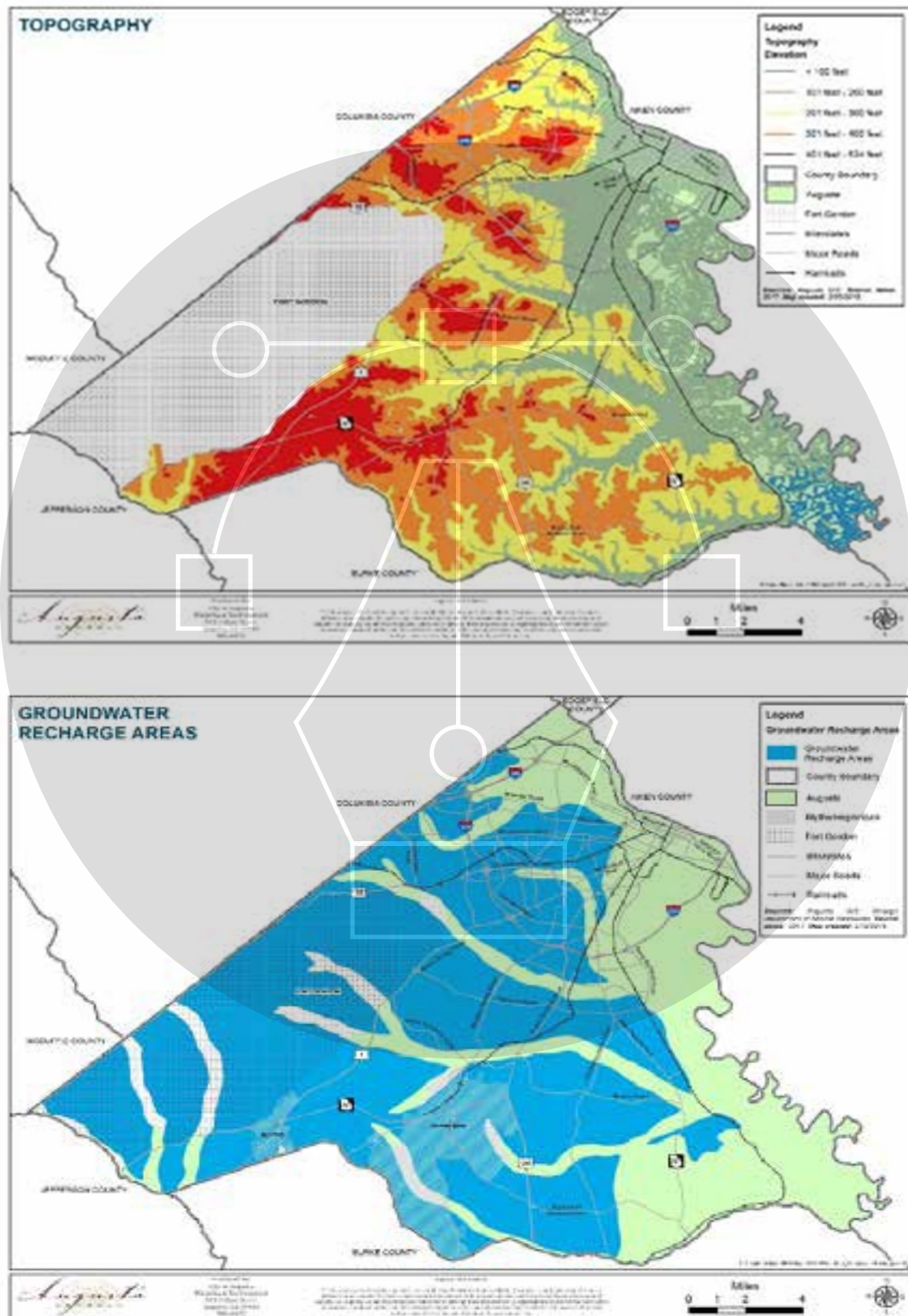
The two major aquifers in Augusta are the Upper Cretaceous and Basal Cretaceous aquifers. The Upper Cretaceous aquifer is the shallower of the two reservoirs and is not extensively developed. Most of the groundwater used in Augusta is pumped from the Basal Cretaceous aquifer. The recharge area for the Cretaceous aquifer covers the majority of Augusta and is classified as a significant groundwater recharge area by the Georgia Department of Natural Resources (GA DNR). DNR classifies the majority of Augusta as having either a high or medium susceptibility to pollution. Pollution susceptibility is the relative vulnerability of an aquifer to be polluted from spills, discharges, leaks, impoundments, applications of chemicals, injections, and other human activities in the recharge area. In October 1998, the Augusta Commission adopted a Groundwater Recharge Area Protection Ordinance in accordance with the State Rules for Environmental Planning Criteria. In order to protect the resource, Augusta administers their entire land area, via this Ordinance, as though the entire area has a high susceptibility to pollution. In addition to the Groundwater Recharge Area Protection Ordinance, Augusta continues to implement other projects to protect groundwater and recharge areas such as extending sanitary sewer service to growth areas.

Wetlands

Wetlands can be described as soils which are saturated, either permanently or seasonally, by water to the point, that over time, an ecosystem is created in which plant and animal life (both aquatic and terrestrial species) adapt to these unique (hydric) soil conditions.

In Augusta, the wetlands, categorized as inland or non-tidal wetlands, totaling 28,636.8 acres or 44.75 sq. mi., (14.79% of Augusta's land mass) are located adjacent to the Savannah River, the Augusta Canal and the major creeks and tributaries that drain Augusta and surrounding areas. The largest concentration of wetlands is found in the Phinizy Swamp which is located in the large floodplain of the Savannah River on the east side of Augusta. Local wetlands provide a habitat for native plants and animals, provide a place for migrating birds to rest and feed, absorb and slow floodwaters, and filter pollutants before they reach the Savannah River and other water bodies.

Augusta, in cooperation with residents, developers, environmental organizations, educators, and others, participates in a variety of programs to protect wetlands and improve water quality. The types of active programs include the monitoring and assessment of water quality, permitting, TMDLs, and public outreach/education.



Public Water Supply Sources and Management/Public Sewer

Water quality issues across the nation have focused the public's attention to the drinking water industry. Augusta is fortunate to have an abundant high quality water supply, state of the industry water treatment facilities, and a dedicated staff of water professionals. The Augusta Utilities Department (AUD) is committed to ensuring the quality of the community's drinking water. Water sources include the Savannah River for the Surface Water Treatment Plant and the Cretaceous Aquifer for the Ground Water Treatment Plants.

Currently, Augusta has several ordinances and programs to protect water supply watersheds from pollution or alteration. These ordinances include primarily: the Water Supply Watershed Protection Ordinance, the Soil Erosion and Sediment Control Ordinance, the Tree Ordinance, the Groundwater Recharge Area Protection Ordinance, while other Ordinances and Regulations such as: the Comprehensive Zoning Ordinance, the Land Subdivision Regulations, the Site Plan Regulations, the Grading Ordinance, the Flood Damage Prevention Ordinance, and the Stormwater Management Ordinance / Stormwater Technical Manual promote water quality by limiting the types of land uses allowed in an area, restricting the amount of impervious surface on a lot, requiring detention facilities to control surface water runoff and restricting development within floodplains.

Protected River Corridor

The Savannah River is a protected river under the Georgia Mountain and River Corridor Protection Act. In 1994, the City (prior to consolidation in 1996) adopted a River Corridor Protection Plan as an amendment to the Comprehensive Plan. The Protection Plan includes an overview of the river corridor, an assessment of corridor protection measures and an implementation strategy. In 1998, Augusta amended the Comprehensive Zoning Ordinance by establishing the Savannah River Corridor Protection District. The Savannah River Corridor Protection District extends 100 feet horizontally from the riverbank with a buffer that protects existing natural vegetative and limits new land uses to single-family residences (minimum 2-acre lot), agricultural and timber production, wildlife and fisheries management, recreational uses, and some other public facilities and utilities. Handling, receiving, storage and disposal of hazardous wastes are prohibited in the district.

Stormwater Management/Stormwater Utility

The Augusta Engineering Department (AED) is responsible for building and maintaining a stormwater system that covers 329 square miles and safely collects, treats, and conveys stormwater runoff in order to meet State water quality standards. Due to the challenges of an aging stormwater system, Augusta implemented a Stormwater Utility Fee in January of 2016 to offset the cost of increased maintenance requirements and more stringent water quality standards. This user fee is based on the total impervious area of a property and is the most equitable manner to fund Augusta's Enhanced Stormwater Program which focuses on: managing Augusta's stormwater assets in a sustainable manner, protecting the health, safety, and well-being of the community and supporting realization of Augusta as "the Garden City"

Stormwater Drainage System

Augusta has adopted a watershed approach to protect and improve water quality in local streams and the Savannah River. Augusta's stormwater regulations require all new commercial and residential development to maintain runoff release rates at pre-development levels. More stringent requirements are in place for developments in the Rock, Rae's, and Rocky Creek basins, which have been heavily impacted by existing urban development.

Augusta holds a National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, which was issued on April 14, 2000. In February 2003, Augusta submitted a Consolidated Stormwater Management Program (SWMP) to the Georgia EPD that addresses applicable regulatory requirements and is designed to reduce the discharge of pollutants from Augusta's MS4 to the maximum extent practicable (MEP) in order to protect water quality of local watersheds.

ADDITIONAL ENVIRONMENTAL SENSITIVE AREAS

Air Quality

Augusta-Richmond County is in attainment with EPA requirements for air quality. Continuous efforts to improve air quality are essential to maintain a healthy environment and sustain the community's well-being. Exploring various initiatives demonstrates a proactive approach to environmental stewardship. Some potential initiatives that Augusta-Richmond County is exploring to further enhance air quality include:

- o **Sustainable Transportation:** Encouraging the use of public transportation, promoting cycling, and walking, and incentivizing electric or hybrid vehicles can reduce emissions from the transportation sector, a significant contributor to air pollution.
- o **Green Infrastructure:** Implementing green infrastructure projects, such as green roofs, urban forests, and rain gardens, can improve air quality by absorbing pollutants and mitigating the urban heat island effect.
- o **Renewable Energy:** Supporting the transition to renewable energy sources, such as solar and wind power, for electricity generation can reduce emissions from traditional fossil fuel-based power plants.
- o **Energy Efficiency:** Promoting energy-efficient practices and technologies in buildings and industries can reduce energy consumption and lower emissions, contributing to improved air quality.
- o **Industrial Emission Reduction:** Collaborating with industries to implement cleaner production processes and technologies can help reduce emissions of pollutants from manufacturing and industrial activities.
- o **Air Quality Monitoring and Reporting:** Strengthening air quality monitoring systems and providing real-time data to the public can raise awareness of air quality issues and empower individuals to take proactive measures.
- o **Voluntary Programs and Incentives:** Offering voluntary programs and incentives to businesses and residents for adopting environmentally friendly practices and technologies can accelerate the adoption of clean air initiatives.
- o **Community Education and Engagement:** Educating the community about the importance of air quality and its impact on health and the environment can foster a culture of responsible air quality stewardship.
- o **Sustainable Urban Planning:** Integrating air quality considerations into urban planning and zoning decisions can lead to more sustainable and cleaner development patterns.

- o **Cross-Sector Collaboration:** Engaging various stakeholders, including local government, businesses, community organizations, and residents, in collaborative efforts can drive more effective and holistic approaches to improving air quality.

Proposed EPA regulations that further restrict particulate matter (PM) emissions could pose challenges if proactive initiatives are not undertaken. PM is a significant air pollutant that can have adverse effects on public health and the environment. Stricter regulations aim to protect human health and reduce the environmental impacts associated with PM emissions.

By exploring and implementing these initiatives, Augusta-Richmond County can build on its success in meeting EPA requirements and continue to be a leader in environmental sustainability. A comprehensive approach that involves the active participation of the community will be key to ensuring a cleaner and healthier environment for everyone. Augusta-Richmond County's detailed plan is included in the Appendix: ARTS MPO EPA Path Forward Report

Floodplains

Floodplains (often referred to as Special Flood Hazard Areas) are large, flat expanses of land that form on either side of a river, stream, or creek, and the area that the river, stream, or creek, floods onto when it exceeds its full-bank capacity. A "100-year flood", now more commonly referred to at the Federal and State level as the "1% annual chance flood" and also referred to as the "base flood", is defined as a flood having a one percent probability of being equaled or exceeded in any given year.

About 25 percent of Augusta is comprised of floodplains, stream terraces, and inter-stream divides. According to Flood Insurance Rates Maps (FIRMs) published by the Federal Emergency Management Agency (FEMA), the floodplains are located within and adjacent to the Savannah River and all of the major creeks within Augusta. The Flood Insurance Rate Maps (FIRMs) delineate the areas of Augusta that are susceptible to flooding during a 1% annual chance and 0.2% annual chance flood event, are used to determine the areas regulated by the Flood Damage Prevention Ordinance and are also the basis for determining the need for National Flood Insurance Program (NFIP) flood insurance by lenders and property owners for structures with or without a mortgage.

Congress established the NFIP with the passage of the National Flood Insurance Act of 1968 and Augusta joined the program approximately 10 years later, in the late 70's. Augusta has adopted Flood Insurance Rate Maps (FIRMs) and enforces regulations through a variety of ordinances to reduce future flood risks for new construction or substantial improvement in Special Flood Hazard Areas (SFHAs) (more commonly referred to as floodplains); therefore, the Federal government makes flood insurance available within the community as financial protection against flood losses which may occur. Augusta has a Flood Damage Prevention Ordinance that is based on FEMA's Model Ordinance and exceeds the Model Ordinance in many important areas in order to reduce flood related losses in the community.

Hazard Mitigation Plan

Augusta developed a Flood Hazard Mitigation Plan in 2004 that was incorporated into Augusta's Hazard Mitigation Plan in 2006. The purpose of the Flood Hazard Mitigation Plan, and the sections on flooding within the Hazard Mitigation Plan, were to assess flood risks and to express a comprehensive strategy for implementing flood mitigation activities for one of Augusta's largest natural hazards. Both Plans outline the risks associated with flooding, describe the existing conditions, describe existing mitigation programs and activities, and present a list of recommended mitigation strategies and activities for implementation.

Additionally, a Mitigation Plan makes Augusta eligible to apply to FEMA for Flood Mitigation Assistance (FMA) Grants, Pre-Disaster Mitigation (PDM) Grants and the Hazard Mitigation Grant Program (HMGP). These grants are an integral part of Augusta's strategy to purchase property with a history of repetitive damage from floods and for flood risk reduction projects.

Donations from the Land Bank Authority

Finally, donations of repetitively flooded structures have been accepted by Augusta in partnership with the Land Bank Authority. These repetitive-loss structures are demolished, debris hauled away, and the land regraded and stabilized to prevent erosion. Once this is completed, the property is allowed to revert back to nature and provide additional storage for floodwaters during the next flood event.

ADDITIONAL PLANNING STRATEGIES

The Planning & Development Department has developed a database of repetitive flood loss properties that is used to target additional properties for acquisition in the future and is important in identify localized flooding problems that can be corrected by local storm drainage improvements.

Additionally, the Augusta IT/GIS Department has partnered with the Planning & Development Department to identify all properties acquired through grant programs, all properties with Elevation Certificates (ECs) and all properties that have applied to FEMA for a Letter of Map Amendment (LOMA) within Augusta. This information is readily available to the public and Planning Department staff to help guide development away from flood prone areas and is used as a valuable resource for much needed information concerning at-risk-for-flood areas.

Conservation Subdivision Ordinance

In June 2003, the Comprehensive Zoning Ordinance has been amended to include the Conservation Subdivision Ordinance. A Conservation Subdivision allows for controlled growth and sustainable development while protecting the area's natural environmental features, such as floodplains and wetlands, in perpetuity, as greenspace. The portion of the Conservation Subdivision not devoted to greenspace is to be developed with streets, utilities, and detention facilities, as long as the total number of lots does not exceed the number of lots permitted by the base zoning classification and no lot is less than 60% of the minimum lot size permitted in the base zoning classification of the tract.

Community Rating System (CRS)

In late 2017, the Augusta Emergency Management Agency and the Planning and Development Department began the application phase of the Community Rating System (CRS). The Community Rating System recognizes and encourages community floodplain management activities that exceed the minimum NFIP standards. Depending upon the level of participation, flood insurance premium rates for policyholders in Augusta can be reduced as much as 45%. Besides the benefit of reduced flood insurance rates, CRS floodplain management activities enhance public safety, reduce damages to property and public infrastructure, avoid economic disruption and losses, reduce human suffering, and protect the environment. Additionally, the CRS provides an incentive to maintain and improve Augusta's floodplain management program and implementing some CRS activities can help Augusta projects qualify for certain Federal assistance programs.

Soils

The soils of Augusta are grouped into eight (8) soil associations or types. A soil association is an area that has a distinctive proportional pattern of soils that usually consists of one or more

major soils. Soils in one association may also occur in another but in a different pattern. Soils range from well-drained soils on ridgetops and hillsides in Augusta to poorly drained soils on lands that are nearly level, often near the river and many creeks and streams of Augusta.

Agricultural and Forest Land

The 2012 Georgia County Guide classified only 13,908 acres as non-forestry farmland or 6.7 % of the land in Augusta; a 10.6% reduction from the 12,439 acres of land in farms in 2002. In 2012, there were 123 farms in Augusta, compared to 140 in 2002. The average farm size was 113 acres, and the median size was 39 acres. Crops include cotton, hay, corn, wheat, and soybeans. Commodities include forestry, dairy, beef cows and ornamental horticulture. Augusta ranked 136th within the State for acres of harvested cropland. The 2,236 acres of harvested cropland reported in 2012 is down 12.0% from 2,541 acres reported in 2002. In 2009, 131,800 acres in Augusta were classified as forested or 57.0% of the entire county. Of this total 106,300 acres are owned by private entities, 19,000 acres by the Federal government (Fort Gordon), and 6,500 acres by the State of Georgia. Outside of Fort Gordon, forestlands elsewhere in Augusta are subject to more intense development.

As Augusta continues to grow, the remaining farmland and forestland will come under more development pressure. A number of local development regulations help to minimize the impact of proposed land use changes. These include: zoning restrictions on allowable densities, landscaping requirements for commercial development, and grading/ stormwater/ soil erosion and sediment control requirements. Augusta also has in place regulations for the protection of wetlands, groundwater recharge areas, water supply watersheds, and the Savannah River corridor. These regulations were adopted in compliance with the Georgia DNR, Rules for Environmental Planning Criteria, as well as at the insistence of citizens and elected officials to maintain a balance of growth vs greenspace.

Plant and Animal Habitat

Augusta is home to several plants and one invertebrate classified as endangered, threatened, unusual or rare. Four of the plants are listed as candidates for Federal protection under the Endangered Species Act of 1973. The Sweet Pitcher Plant has partial status, meaning that the plant is federally protected in only a portion of the species' range. All projects that require a direct Federal approval, permit, grant, loan, or loan guarantee must comply with provisions of the Endangered Species Act. This includes consulting with the Department of the Interior to avoid adverse impacts on endangered species.

MAJOR PARKS, RECREATION AND CONSERVATION AREAS

The following is a brief description of the conservation, recreation, and natural areas within Augusta.

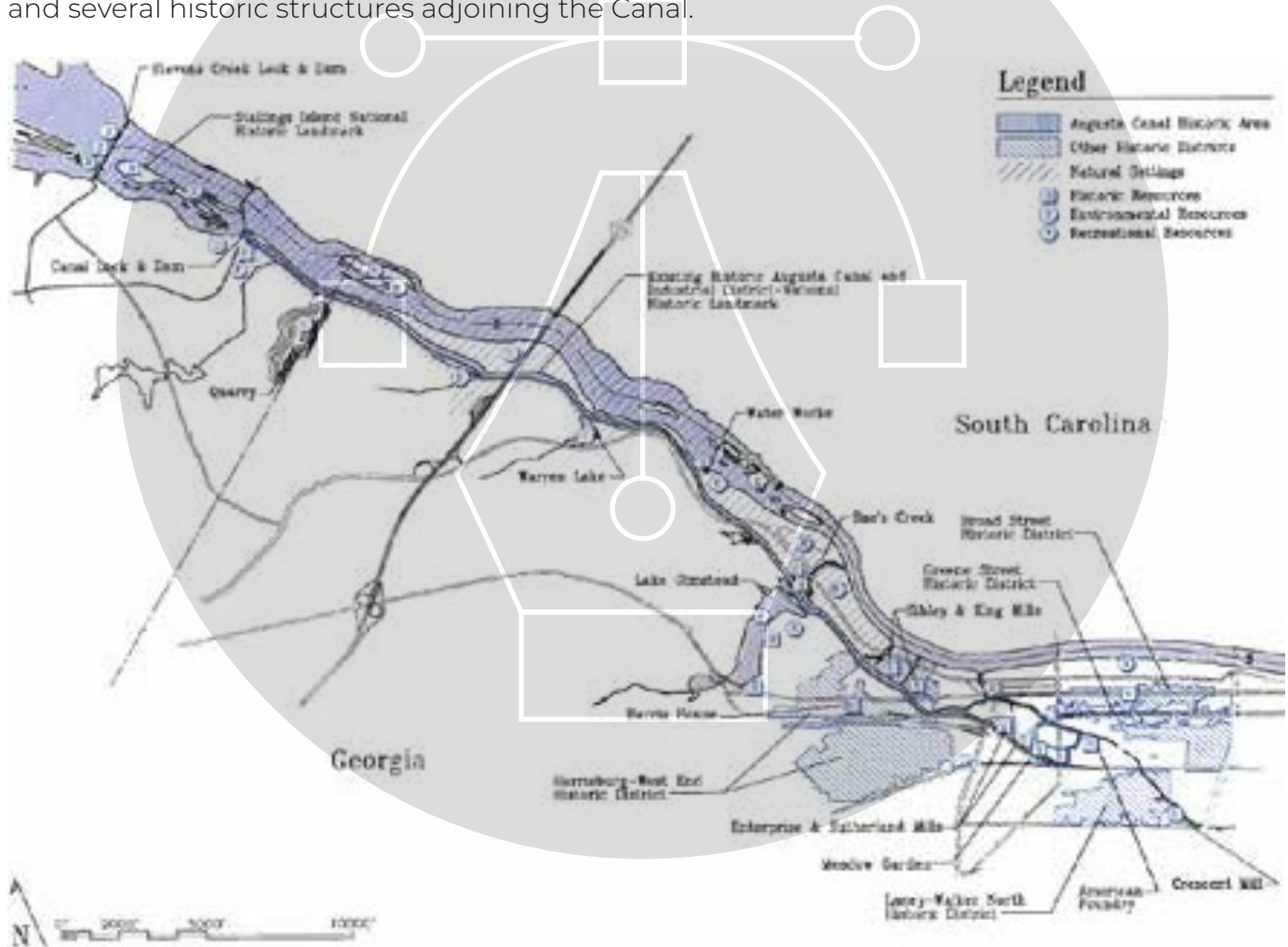
Savannah River

The Savannah River Corridor is an exceptional resource that continues to have a tremendous impact on the history and development of the community. This segment of the river adjacent to Augusta is one of the more unique parts of the waterway. Upstream from downtown is where the river rolls over the Fall Line separating the Piedmont and Coastal Plains. The shallow waters at the Fall Line have served as a river crossing for centuries which is in sharp contrast to the deeper, navigable river downstream adjacent to Augusta's downtown. This change in the river's environment allows it to support a variety of plants, animals, and wildlife and gives residents a greater appreciation of the natural environment.

Augusta Canal

The Augusta Canal helped usher in the Industrial Revolution into the American South and was, at one point, the second largest inland cotton market in the world during the cotton boom. Built in 1845 as a source of power, water, and transportation, the Canal today is the only fully intact American industrial canal in continuous operation and is the oldest continuously operating hydropower canal in the United States. In 1989, the state legislature created the Augusta Canal Authority, the body that has jurisdiction over the Canal today. In 1993, the Authority issued a Comprehensive Master Plan, outlining the Canal's development potential. A new National Heritage Area Management and Master Plan was later adopted in 1999. Today, the Augusta Canal continues to provide waterpower for electrical generation and to power the pumps at the Augusta's raw water pumping station. The Canal's function as both a water supply source and flood-control mechanism are the responsibility of the Augusta Utilities Department (AUD).

The canal provides residents and visitors with a variety of recreational opportunities, including hiking, boating, kayaking, bicycling, and fishing. There are scenic views of the Savannah River and several historic structures adjoining the Canal.



Phinzy Swamp Wildlife Management Area

This 1,500-acre, State-owned wetland is located in east Augusta approximately two miles south of Augusta's downtown. The Phinzy Swamp Wildlife Management Area (WMA) consists of approximately 1,200 acres of wetlands, 300 acres of ponds and offers hunting opportunities for deer, turkey, small game, and waterfowl. There are also five ponds that provide walk-in fishing opportunities. The WMA is owned by the Georgia Department of Transportation

(GDOT) and managed by the Georgia DNR. It was created as a result of a compromise brokered with environmental agencies to allow construction of Bobby Jones Expressway through the swamp. GDOT agreed to purchase and preserve the acreage in exchange for approval of the road project by the U. S. Fish and Wildlife Service and the U. S. Environmental Protection Agency (EPA). The expressway extension, which opened in the summer of 1998, bisects the Wildlife Management Area.

Phinizy Swamp Nature Park

Phinizy Swamp Nature Park is a 1,100-acre nature park that contains wetlands and woodlands and has a campus for water research and environmental education, which includes a visitor center. The Phinizy Center for Water Sciences, based out of the Phinizy Swamp Nature Park, has a vision that our community have a healthy environment that includes clean water and watershed.

Merry Brickyard Ponds

Merry Brickyard Ponds is a semi-public fishing area located immediately north of the Phinizy Swamp Wildlife Management Area (WMA). The ponds are actually a series of strip mines that nature has transformed into a nationally known waterfowl habitat. The ponds lie among 3,100 acres owned by the Merry Land Properties, Inc., which still has active clay mining leases on parts of the site.

Spirit Creek Forest

A 725-acre tract of land in Augusta, Spirit Creek Forest is an actively managed forestland in the midst of South Augusta, just minutes from downtown Augusta, Georgia and includes 300 acres of wetlands, planted loblolly pine stands, and bottomland hardwoods. This means that forest management methods are used to provide multiple benefits that include timber production, wildlife habitat, soil and water conservation, aesthetics, and educational opportunities on a limited basis.

Greenspace Program

In November 2000, Augusta adopted a Community Greenspace Program in accordance with regulations in the Official Code of Georgia Annotated, Section 36-22-2 et seq. Augusta's Greenspace Program was updated in the Fall of 2002 and is essentially a long-range plan for the permanent protection of greenspace within Augusta with the ultimate goal to permanently preserve twenty percent (20%) of Augusta's land area as greenspace. It provides policies and specific proposals for long term and short-term greenspace preservation. The program also includes specific recommendation as to ordinance and rule changes which would promote greenspace preservation. The Greenspace Program proposes to protect greenspace by purchasing land, acquiring easements, development set-asides, and soliciting gifts of money.

In addition, gifts of property will be accepted as permanently, protected greenspace regardless of location. Augusta may also utilize whatever funds are available, such as SPLOST funds, which have been used in the past, to purchase flood prone properties where there have had repetitive losses and convert these areas to permanently protected greenspace. The Central Savannah River Land Trust administers the Greenspace Program on behalf of Augusta. The Land Trust is a non-profit organization capable of accepting donations of land and conservation easements designed to permanently protect sensitive environmental resources. A broad-based group of citizens and organizations are involved in the Greenspace Program. Among them are the Phinizy Center for Water Resources (fka Southeastern Natural Sciences Academy), the Augusta Canal Authority, Augusta Metro Chamber of Commerce, the Sierra Club, the Nature Conservancy, the Builders Association of Metro Augusta, the Savannah Riverkeeper, the Georgia Forestry Commission, and several neighborhood organizations.

Augusta Parks

Augusta currently has 72 park sites with more than 1,500 acres of parkland providing open space, active and passive recreation, community centers and rental facilities, programs for all ages, administrative services, and planning and development – playing an important role in ensuring Augusta's parks, trails, open space areas and recreational facilities are well planned, designed, constructed and preserved, socially and culturally relevant, appropriately and equitably located in all neighborhoods, physically accessible, safe and secure.

The Recreation and Parks Department has a 10-year Master Plan, adopted in the Fall of 2016, aimed at making sure that the local parks system continues to be a viable and effective community resource for all Augustans and visitors, alike. The Recreation and Parks Department also boasts an Annual Report and a Special Events Plan to their planning strategy.

Solid Waste Management/Landfill

The Augusta Solid Waste & Recycling Facility (aka "the Landfill") has undergone some major capital improvements that not only enhance the appearance, improve their customer service, and accommodate their growing waste stream well into the future. Operated by the Environmental Services Department, the Department operates the largest Municipal Solid Waste (MSW) landfill in the Central Savannah River Area. The landfill sits on approximately 1,200 acres, with 303 acres currently permitted by the State, for MSW.

Augusta's Solid Waste Collections Program include: Bulk Waste Collection, Curbside Garbage Collection, Curbside Recycling Collection, Curbside Yard Waste Collection, Compressed Natural Gas, Demolition, Street Sweeping, Vacant Lot/Litter Collection and an Implementation Schedule.

Augusta and the Savannah-Upper Ogeechee Regional Water Plan

The twenty-county Savannah-Upper Ogeechee Water Planning Region, which includes Augusta, initially developed between 2009 and 2011, and is one of ten such water planning regions established by the Georgia General Assembly in 2008 as part of the Statewide Comprehensive Water Management Plan. Augusta also has one of the eight regional planning nodes designated within the Savannah-Ogeechee River Study Basin. The Savannah-Upper Ogeechee Regional Water Plan was adopted in November of 2011 and, along with the 5-year update done in 2016-2017, describes water resources conditions, projects future demands, identifies resource management issues, and recommends appropriate water management practices to be employed in the region through 2050. The goal of the plan is to address long-term water quality protection and adequate water supply for the Region.

Water Availability and Quality

The twenty-county Savannah-Upper Ogeechee Water Planning Region, which includes Augusta, initially developed between 2009 and 2011, and is one of ten such water planning regions established by the Georgia General Assembly in 2008 as part of the Statewide Comprehensive Water Management Plan. Augusta also has one of the eight regional planning nodes designated within the Savannah-Ogeechee River Study Basin. The Savannah-Upper Ogeechee Regional Water Plan was adopted in November of 2011 and, along with the 5-year update done in 2016-2017, describes water resources conditions, projects future demands, identifies resource management issues, and recommends appropriate water management practices to be employed in the region through 2050. The goal of the plan is to address long-term water quality protection and adequate water supply for the Region.

While much of the Region's water comes from surface water and regulated reservoirs,

portions of the region rely significantly on groundwater aquifers. In 2015, approximately 67 percent of the water drawn from the basin for water supply came from surface water and the region returns, in wastewater, slightly over half of what is withdraws in surface water. Here in Augusta, approximately 86% of our water supply comes from surface water and only 14% from groundwater / aquifers. Currently, over 90 percent of the streams analyzed for dissolved oxygen levels in the Region have adequate capacity to assimilate pollutants. Augusta has no streams with dissolved oxygen level deficiencies. With an anticipated 20% population growth by 2050 in the Region per the Plan, the annual average water demand is projected to increase 34 percent from 2015 to 2050 or roughly 1 percent increase per year. The region's



wastewater generation will increase 15 percent from 2015 to 2050 on an annual average daily basis, or roughly 0.43 percent increase per year. The Surface Water Availability Resource Assessment (2017) indicates that the water supply needs in Augusta (and at the Augusta node in the Savannah River Basin) can be met, assuming the USACE continues to operate its upstream reservoirs using the current operational protocol now in place. However, peak season agricultural irrigation needs upstream may result in potential instream flow shortages downstream for Augusta during summer low-flow periods. A point of concern is that the Regional Water Plan's analysis shows that the rapidly growing counties in the twenty-county region (especially upstream neighboring Columbia County) will need additional water and wastewater infrastructure to meet growing demands in the next 35 years.

The Groundwater Resource Assessment (2017) indicates that there will be adequate supplies to meet the region's future groundwater supply needs through 2050. The estimated sustainable yields from the Cretaceous aquifer that underlies the Augusta area is significantly higher than the estimated demands from all of the planning regions relying on this aquifer and that is not expected to change in the near future.

Fifteen priority water management practices have come out of the most recent Regional Water Plan update and the priority practices include development of local water and wastewater plans to identify local infrastructure needs and address watershed-related issues and 14 other management practices to be considered by local governments, such as Augusta, based on specific needs to be included in detailed local planning studies. These management practices promote proactive infrastructure planning and resource management that, when implemented, will prevent, or minimize local water resource shortages.

Ongoing discussions on interstate water planning are taking place between Georgia and South Carolina and will have an impact on future updates of the Regional Water Plan and it is anticipated that mutual water planning should become more robust as ongoing interstate water planning between Georgia and South Carolina takes place.

Augusta has reviewed and considered the recommendations from the Savannah- Upper Ogeechee Regional Water Plan and these are incorporated into Augusta's Water Planning efforts. Augusta Utilities has provided a letter signifying Augusta's compliance. Augusta has also reviewed the "Rules for Environmental Planning Criteria" and is in compliance with the requirements of O.C.G.A. 12-2-8. Augusta Engineering has provided a letter acknowledging Augusta's compliance with same.

CULTURAL RESOURCES

There are currently eight (8) National Register Historic Districts in Augusta, encompassing approximately 6,200 properties. Forty-six (46) properties are listed individually on the National Register. These districts and properties represent many aspects of Augusta's history and include the central business district, industrial facilities, urban neighborhoods, institutional buildings, and rural resources. They reflect the significant contributions made by statesmen, businessmen, religious leaders, ethnic groups, racial minorities, and ordinary citizens to the history and development of the community. Collectively the districts are significant in such areas as architecture, commerce, community planning, education, engineering, industry, landscape architecture, military, politics/government, religion, and transportation. And despite the issues of dilapidation, demolition by neglect, and adverse development over the years, the historic districts remain the most powerful neighborhoods in terms of maintaining authentic character and providing Augusta with a clear identity. Greater efforts need to be made to preserve what is left, especially in neighborhoods that have been plagued with vacancy. Likewise, future development should do the same to adhere to the scale and mass of the neighborhoods in order to complement the past while propelling the neighborhoods into the 21st century.

Historic Properties and Districts

Three areas - Downtown, Summerville and Olde Town - have also been designated as local historic districts under the city's historic preservation ordinance. The ordinance specifies that the Historic Preservation Commission review work affecting the exterior appearance of any property in a local historic district prior to a building permit being issued. The objective of the design review requirement is to protect the integrity of designated historic properties and ensure that new development is compatible with the district's historic character. In addition to the districts, six individual properties have been designated as historic under the local ordinance.

There are many historic resources in Augusta despite the changes the community has undergone over the years. Historic Augusta, Inc. maintains a file containing survey cards on approximately 2,000 historic buildings in the former city of Augusta. The survey cards represent work completed during the 1960s and 1970s by volunteers from the Junior League of Augusta, historic preservation consultants, and staff of the Augusta-Richmond County Planning Commission. The survey formed the basis for several National Register nominations during the 1970s. The number of documented resources increased dramatically during the 1980s and 1990s as additional surveys were completed and more properties were listed in the National Register. African- American resources were surveyed and the work resulted in the listing of three minority neighborhoods - Laney-Walker, Sand Hills, and Bethlehem - in the National Register.

A separate survey completed by a historic preservation consultant in 1989 identified another 277 historic properties in unincorporated Richmond County, Hephzibah, and Blythe. Of this total 49 are located in Hephzibah, 31 in Blythe, and the remainder are scattered throughout the county (now part of the city). Building examples survive from every period of the county's

history and reflect such architectural styles as Federal, Greek Revival, Gothic Revival, Queen Anne, Colonial Revival, Neo-Classical, Bungalow, Craftsman, Tudor, and Art Moderne. The majority of the structures are houses dating from the late nineteenth and early twentieth centuries. The Augusta-Richmond County Historic Preservation Plan (1991) contains more detailed information on historic resource surveys completed on Augusta and Richmond County.

Historic Preservation Activities

Historic preservation in Augusta is marked by a wide variety of activities. From preparation of National Register nominations, to rehabilitation of historic buildings, to participation in historic preservation programs, individuals and organizations are interested in preserving the past and at the same time make it a part of the city's future. Beginning with the first historic resource surveys in the 1930s and the preservation of some notable structures in the 1940s, the local historic preservation movement has grown to the point where it is now an integral part of neighborhood revitalization, economic development, and tourism. What follows is a summary of the historic preservation activities in recent years.

Property Restoration

Restoration is the process of returning a historic property to its original state (i.e., how it appeared at the time of its construction) or to its condition at some known point in its history. This is different from rehabilitation, which involves fixing up a property for a more contemporary use. Historic preservation in Augusta first focused on the restoration of notable structures. The Daughters of the American Revolution purchased the George Walton House (Meadow Garden) in 1895 to preserve the residence of one of the signers of the Declaration of Independence. Meadow Garden remains in use today as a house museum.

In 1947, the Richmond County Historical Society was founded in order to help restore what is now known as the Ezekiel Harris House. The city purchased the property in 1984 and subsequently made improvements to the house, caretaker's cottage, and grounds of the property. Historic Augusta, Inc. now manages the house museum on behalf of the city. In 1987, the city purchased the Old Government House (c. 1801), rehabilitated the property, and makes it available for both public and private functions. In the spring of 1991, the city purchased the Boyhood Home of Woodrow Wilson and leased it for use by Historic Augusta. The property was restored with a combination of public and private funds and re-opened in 2001 as a house museum. The Joseph R. Lamar House, which is located next door to the Wilson Home, has also been restored and houses a gift shop and the offices of Historic Augusta. The Lamar House is also available for rental for small gatherings. Historic Augusta, Inc. owns both the Wilson Home and the Lamar House.

Delta House, Inc. purchased the home of noted black educator Lucy Craft Laney. During the early 1990s the house was restored, and a community meeting room was constructed on the property. Today, the Lucy C. Laney House and Museum is home to artifacts related to Ms. Laney's life, and hosts computer classes for children, art exhibits and community meetings.

Property Rehabilitation and Adaptive Reuse

Property rehabilitation and reuse is another integral part of historic preservation in Augusta. Everyday property owners and investors rehabilitate historic structures for use as homes, apartments, offices, and retail establishments. Examples of these private projects are found throughout downtown Augusta and in several neighborhoods, especially along the Historic Augusta Canal. Most such projects are privately financed, but some owners also take

advantage of rehabilitation tax credit and tax abatement programs. For a number of years, the city used Community Development Block Grant (CDBG) funds to finance a façade rehabilitation program. Over the last 25 years, façade grants have helped finance the rehabilitation of approximately 160 historic commercial and residential structures. In recent years non-profit organizations and local authorities have started taking a more active role in the rehabilitation and reuse of historic properties. Non-profits such as the Augusta Neighborhood Improvement Corporation are rehabilitating neglected structures for use as affordable housing. The Augusta Canal Authority has completed several projects resulting in the rehabilitation and adaptive reuse of several structures in the Augusta Canal National Heritage Area.

Local Historic Preservation Programs

Organizations such as the Richmond County Historical Society and Historic Augusta were at the forefront of the local preservation movement. The local governments were supportive of these organizations and, as time went by, recognized that they themselves could play a more direct role in historic preservation. In 1970, the Georgia General Assembly passed a constitutional amendment authorizing the city of Augusta to establish historic preservation zones in downtown Augusta. In the following year, the city council adopted a historic preservation zone ordinance. The ordinance made it possible to overlay-historic preservation zoning on the base zoning classification for qualifying properties in downtown Augusta. Once historic preservation zoning was established, any material change in the exterior appearance of a designated property was subject to review by a five-member board of review. This local ordinance stayed in place for over two decades, but changes were happening at the state level that would alter the way local historic preservation programs were implemented across the state.

In 1980, the Georgia General Assembly enacted the “Georgia Historic Preservation Act”. This law established a uniform procedure for use by cities and counties in the state in enacting local historic preservation ordinance. Among other things the state law established the powers for a local historic preservation commission, the procedure for designation of local historic properties and districts, and the process for carrying out design review requirements. A couple of years after the state law passed, the State Historic Preservation Office (SHPO) published a model historic preservation ordinance for use by local governments.

About the same time, the Richmond County Commission was taking steps to become more directly involved in historic preservation. In May 1988, the county commission established a nine-member historic sites’ committee to identify properties within the then unincorporated area of Richmond County that would be likely candidates for listing in the National Register. Subsequently, Historic Augusta was awarded a contract to complete a survey of historic resources in unincorporated Richmond County, Hephzibah, and Blythe. The county commission adopted a historic preservation ordinance of its own on March 20, 1990 and appointed a five-member historic preservation commission on October 2, 1990. The county’s ordinance was also very similar to the model ordinance. In 1991, the city and county jointly sponsored the development of the community’s first historic preservation plan.

Today, the consolidated government’s Historic Preservation Commission continues the work started by its predecessors. The 12-member commission meets monthly to consider applications for Certificate of Appropriateness, review ongoing preservation projects, and discuss other matters of interest. The Commission has taken steps to raise community awareness about historic preservation and works cooperatively with others to implement preservation planning projects.

Participation in Preservation Programs

Augustans have long been involved in a variety of historic preservation programs. The National Register of Historic Places is probably the most well-known of the Federal preservation programs. Participation in the program has resulted in the listing of eight districts and 29 individual properties in the National Register. Additional districts have been marked as potentially eligible for listing. Since the late 1970s, many local property owners and investors have taken advantage of the Federal Historic Rehabilitation Tax Credit program. This program enables owner/investors to claim a tax credit for substantial rehabilitation of income-producing historic properties. Property owners have also participated in a state-level program that allows some property tax relief for historic properties that are rehabilitated.

Because Augusta routinely receives federal grant funds for expenditure on community development and transportation projects, it is subject to the requirements of Section 106 of the National Historic Preservation Act. Section 106 mandates that the State Historic Preservation Office and the Advisory Council on Historic Preservation be afforded an opportunity to review and comment on the impact of federally funded projects on properties listed in or eligible for listing in the National Register. The goal of the review process is to avoid or mitigate any adverse impacts on historic resources. Participation in this program helps avoid adverse impacts on some historic properties, ensures that new construction is compatible with existing resources, and results in archive-quality documentation for historic properties demolished as a part of larger projects.

The community has participated in the Certified Local Government (CLG) Program for approximately 20 years. This federal program recognizes communities that establish historic preservation ordinances and programs that meet certain standards. As a CLG, Augusta receives technical assistance on preservation issues, is part of a nationwide network of local governments involved in preservation and is eligible to apply for a special set-aside of preservation planning grant funds. The former city of Augusta was designated a CLG in May 1987, and the former county in March 1991. The consolidated government achieved the designation in 1997.

The community has also taken advantage of historic preservation grant programs. Over the last 15 years, grant awards under the U. S. Department of the Interior's Historic Preservation Fund (HPF) Program have funded a variety of preservation planning projects. Examples include historic resource surveys, a draft local historic preservation ordinance, the Augusta- Richmond County Historic Preservation Plan, National Register nominations, and design guidelines for three historic districts - Bethlehem, Downtown and Olde Town. The Summerville Neighborhood Association financed the development of the Summerville Design Guidelines, and a HPF grant funded publication of the same. Property owners and non-profit organizations have used the Heritage Grant Program to help finance the stabilization and rehabilitation of selected historic properties in the city.

Historic Documents and Records

People and organizations have long taken action to record historic events and make sure that the rich and varied of Augusta is maintained. Over the years monuments and markers have been erected throughout the community to commemorate notable statesmen, events (e.g., wars, natural disasters), educators, community leaders, religious leaders, and the location of historic events and structures. A number of organizations and institutions are responsible for the maintenance of historic documents, artifacts and records. These include the Augusta Museum of History, Richmond County Historical Society, Historic Augusta, Inc., Augusta Genealogical Society, and libraries at Augusta State University, Paine College, and the East Central Georgia Regional Library. In addition, a number of local ethnic organizations and

and clubs work hard to preserve the rich and varied cultural history of Augusta and Richmond County. Ethnic cultural and arts festivals provide an opportunity for residents and visitors to learn more about local history and keep important traditions alive.

Assessment

Augusta-Richmond County is home to a wide range of cultural resources. Historic buildings, sites and districts represent many aspects of Augusta's history and include the central business district, industrial facilities, urban neighborhoods, African- American resources, institutional buildings, and rural resources. They reflect the significant contributions made by statesmen, businessmen, religious leaders, ethnic groups, racial minorities, and ordinary citizens to the history and development of the community. The archaeological resources reflect the settlement patterns, lifestyles, and customs of prehistoric and historic inhabitants of present-day Augusta- Richmond County.

The community has made great strides in bringing recognition to Augusta's historic properties, restoring, and rehabilitating them, and making them a part of daily life. In spite of these efforts, many resources continue to be threatened due to neglect, insensitive rehabilitation or development pressures. Strategies are needed to encourage ordinary maintenance and repair or the mothballing of more vacant buildings. The city's mothballing ordinance has not been used very much by property owners. This need is especially evident in downtown Augusta and some inner-city neighborhoods. More attention is also needed to protect the remaining rural resources, many of which are located in areas where suburban development is occurring.

Finally, the local historic preservation plan, which dates from 1991, needs to be updated to reflect the changes in Augusta's preservation activities and establish a comprehensive set of goals for the future protection and enhancement of cultural resources in the city, especially regarding those historic districts that are not recognized locally.



WHERE DO WE WANT TO GO:

TRANSPORTATION

From the canoes and dirt trails of pre-colonial times to the present-day network of roads, transportation is essential. This element will address walking, bike, transit, railroad, and vehicle traffic known as multimodal transportation.

Planning and programming improvements to the transportation systems are vital to the continued growth and development of Augusta-Richmond County and surrounding areas. To ensure, such improvements must be sensitive to environmental conditions, and potential impacts on the human environment, and increase the mode choice for residents and visitors.

Roads

Augusta -Richmond County is served by a road network that includes two interstate highways, four federal highways, and numerous local roads. The county has a total road network comprised of 1,254 miles which includes expressways, freeways, principal and minor arterials, collectors, and local roads. Interstate I-20 and I-520 pass through the county, which connects the county to regional counties and cities.

Expressway, Freeway Projects

Table T-1 to T-5 provides a list of current and completed road improvement projects in Richmond County which are funded through the TIA program. Table T-1 presents a list of the expressway, and freeway projects in Richmond County, while Table T-2 provides a list of principal arterial and minor arterial road projects. Each table provides the project names for the different road networks and the dates in which they are scheduled to be completed since 2018.

TABLE T-1 EXPRESSWAY, FREEWAY PROJECTS

Funding Source	Project Name	2018 Status	Finish	2023 Status Update
TIA	Calhoun Expressway Repair and Reconstruction	Completed	10/30/2017	COMPLETED
TIA	Richmond County Emergency and Transit Vehicle Preemption System	In-house phase work completed; contract phase NTP issued on 8/10/2017	5/9/2016	COMPLETED
TIA	Riverwatch Parkway Adaptive Signal Project	Construction work Completed	6/12/2015	COMPLETED
TIA	Riverwatch Pkwy. Corridor Improvements from I-20 to River Shoals	Under contract	9/22/2014	COMPLETED

Source: Richmond County Engineering Department

TABLE T-2 PRINCIPAL ARTERIAL

Funding Source	Project Name	2018 Status	Finish	2023 Status Update
TIA	15th Street over Augusta Canal (Bridge Repair and Restoration)	Completed	5/14/2017	COMPLETED
TIA	Signal Modernization Walton Way Phase III (Bransford Road to Milledge Road)	Construction activities completed. Project is under 18-month warranty Period.	7/21/2017	COMPLETED
TIA	Signal Modernization Walton Way Phase III (Druid Park to Heard Avenue)	Construction activities completed. Project is under 18-month warranty Period.	7/21/2017	COMPLETED
TIA	Signal Modernization Walton Way Phase III (Druid Park to Heard Avenue)	Construction activities completed. Project is under 18-month warranty Period.	7/21/2017	COMPLETED

Source: Richmond County Engineering Department

TABLE T-3 MINOR ARTERIAL

Funding Source	Project Name	2018 Status	Finish	2023 Status Update
TIA	7th Street Bridge over Augusta Canal (Bridge Re- placement)	Completed	2/6/2017	COMPLETED
TIA	Broad Street over Hawks Gully (Bridge Repair and Restoration)	Phase I utility relocation 93% completed. Phase II Construction to begin at the beginning of 2018.	1/15/2016	COMPLETED
TIA	Broad Street over the Augusta Canal (Bridge Repair & Restoration)	Completed	5/14/2017	COMPLETED
TIA	Highland Avenue Resurfacing from Wrightsboro Road to Wheeler Road	Completed	5/16/2014	COMPLETED
TIA	Milledgeville Road Bridge Maintenance at Rocky Creek	Construction activities completed. Project is under 18-month warranty Period.	3/26/2017	COMPLETED
TIA	Old Waynesboro Road over Spirit Creek (Bridge Replacement)	Southern half of the bridge currently under construction	11/15/2016	COMPLETED
TIA	5th Street Bridge (Bridge Repair and Restoration)	Bridge Design consultant selected. Initial assessment was completed in November 2017 is and under review.	3/25/2019	COMPLETED

TIA	SR 4 / 15th Street Pedestrian Improvements Calhoun Expwy. to Central Avenue	Concept and PFPR completed and start- ed Final Design	7/8/2019	COMPLETED
TIA	13th Street (RA Dent to Reynolds Street)	The scope of Service is being drafted and priced. Concepts and study being finalized.	4/25/2022	CURRENTLY UNDER CONSTRUCTION
TIA	Broad Street Improvements (Washington Road to Sand Bar Ferry Road)	Scope of Service is being drafted and priced. Concepts and study being finalized.	5/12/2025	CURRENTLY UNDER CONSTRUCTION
TIA	Greene Street Improvements from 13th Street to East Boundary Street	Scope of Service is being drafted and priced. Concepts and study being finalized.		CURRENTLY UNDER CONSTRUCTION
TIA	Walton Way over Hawks Gully (Bridge Repair and Restoration)			CURRENTLY UNDER CONSTRUCTION

Source: Richmond County Engineering Department

TABLE T-4 COLLECTOR ROAD PROJECTS

Funding Source	Project Name	2018 Status	Finish	2023 Status Update
TIA	11th Street over the Augusta Canal (Bridge Repair and Restoration)	Completed	2/6/2017	COMPLETED
TIA	Druid Park Improvements (Walton Way to Wrightsboro Rd.)	Phase I 100% completed. ER Snell is low bidder for Phase II Construction; work will start after Master's 2018.	12/8/2016	COMPLETED
TIA	Jackson Road Resurfacing from Walton Way to Wrightsboro Road	Completed	6/20/2014	COMPLETED
TIA	North leg Road Improvements (Sibley Road to Wrightsboro Road) Phase I	Phase I Approximately 100% completed. ER Snell is low bidder for Phase II Construction; work will start after Masters 2018	10/28/2016	COMPLETED
TIA	Pleasant Home Road (River Watch Parkway to Walton Way Extension)	Completed	3/9/2015	COMPLETED
TIA	Berckman's Road Realignment and Widening - Phase I (Wheeler Road to	Construction activities completed. Project is under 18-month warranty Period.	4/24/2017	COMPLETED
TIA	Washington Road)	Utility relocation in progress. Bridge Construct ion plans and bid document will be send to Procurement in February 2018	4/24/2017	COMPLETED
TIA	Berckman's Rd. and Berckman's Road over Rae's Creek (Bridge Replacement)	Utility relocation in progress. Bridge Construct ion plans and bid document will be send to Procurement in February 2018	4/24/2017	COMPLETED
TIA	James Brown Reconstruction	Concepts and study being finalized. RFP for PE services will be submitted to Procurement in February 2018	10/18	COMPLETED

Source: Richmond County Engineering Department

TABLE T-5 LOCAL ROAD PROJECTS

Funding Source	Project Name	2018 Status	Finish	2023 Status Update
TIA	Marks Church Road Widening from Wrightsboro Road to Wheeler Road	Phase I is 100% completed, Phase II is 5% completed. Water lines currently being relocated (Phase II).	8/21/2016	COMPLETED
TIA	Scott's Way over Rae's Creek (Bridge Replacement)	Construction activities completed. Project is under 18-month warranty Period.	4/18/2017	COMPLETED
TIA	5th Street Laney Walker Boulevard to Reynolds Street	Scope of Service is being drafted and priced. Concepts and study being finalized.	2/14/2023	CURRENTLY UNDER CONSTRUCTION
TIA	6th Street (Laney Walker Boulevard to Reynolds Street)	Scope of Service is being drafted and priced. Concepts and study being finalized.	5/9/2023	CURRENTLY UNDER CONSTRUCTION
TIA	Telfair Street Improvements (15th Street to East Boundary Street)	Scope of Service is being drafted and priced. Concepts and study being finalized.		CURRENTLY UNDER CONSTRUCTION

Source: Richmond County Engineering Department

Travel Characteristics

Table T-6 presents a summary of the travel characteristics of city residents in Richmond County. The table provides census data which compares the commuting choices of residents in Richmond County based on the means of transportation they use when traveling from home to work. The census data provided in Table T-6 was obtained from the American Community Survey (ACS) (see Table 6). According to the 2021 ACS 5-year estimate census, a majority (77.9%) of workers in Richmond County drive to work alone, while only a very small percentage (3.4%) rely on other means of transportation when traveling from home to work.

TABLE T-6 MEANS OF TRANSPORTATION TO WORK, RICHMOND COUNTY

Means of Transportation to Work	% of Workers 2018	% of Workers 2023
Drive Alone	81%	77.9%
Carpool	10%	8.8%
Public Transportation	2%	1.4%
Walk/Bicycle	4%	2.5%
Taxicab/Motorcycle/Other	1%	3.4%
Work from Home	2%	6%

Source: ACS 5-Year Estimates (2017-2021)

Congestion

Table T-7 shows the Level of Service (LOS) standards and the corresponding volume-to-capacity ratios and average speeds for urban arterial roads. Level of service is a qualitative measure used to relate the quality of traffic service. LOS is used to analyze highways by categorizing traffic flow and assigning quality levels of traffic based on performance measure like speed, density, etc.

LOS standards for a road segment are based on the ratio of the daily traffic volume to the segment's daily capacity. This volume-to-capacity ratio is an indication of the amount of delay a driver would encounter on the road segment. This level of service is based upon travel delay and is expressed as letters "A" through "F", with "A" being the highest or best travel condition and "F" being the lowest or worst condition.

TABLE T-7 LEVEL-OF-SERVICE STANDARDS FOR URBAN ARTERIALS

Level-of-Service	Volume-to-Capacity Ratio	Average Travel Speed
A	VC Ratio < 0.30	>= 35 MPH
B	0.30 <= VC Ratio < 0.50	>= 28 MPH
C	0.50 <= VC Ratio < 0.70	>= 22 MPH
D	0.70 <= VC Ratio < 0.85	>= 17 MPH
E	0.85 <= VC Ratio < 1.00	>= 13 MPH
F	VC Ratio >= 1.00	< 13 MPH

Source: Georgia Department of Transportation

The minimum level-of-service (LOS) designation that Augusta considers acceptable, in terms of planning for adequate capacity, is LOS "C". At LOS "C", the volume-to-capacity ratio is in the 0.50 to 0.70 range and average peak hour travel speeds on urban arterials are in the 22-28 miles-per-hour range. This LOS does not apply to rural roads.



Photography Credits: Destination Augusta

Table T-8 provides a list of notable street and highway system segments in Augusta-Richmond County where the LOS that ranges from at risk of congestion to seriously congested, meaning motorists are required to wait through a longer signal cycle and sometimes delays are considered unacceptable to most drivers. Most are located in the urbanized part of the county that carry some of the highest volumes of traffic.

TABLE T-8 AUGUSTA-RICHMOND COUNTY, GA CONGESTION STATUS OF IMPORTANT CORRIDORS

Road	Termini	Length (Miles)	Status
I-20	Columbia/Richmond County line and Savannah River	6.56	Marginally congested
I-520	I-20 and Savannah River	15.36	Borderline congested
Deans Bridge Road (US 1)	MLK Jr. Blvd. and Tobacco Road	7.89	Marginally congested
Doug Barnard Pkwy.	Gordon Hwy. and Tobacco Road	5.39	At risk of congestion
Fifteenth St.	Broad St. and MLK Jr. Blvd.	2.42	Seriously congested
Gordon Hwy. (US 1)	E. Robinson Ave. and Savannah River	14.78	Marginally congested
Greene St.	Thirteenth St. and Fifteenth St.	1.03	Seriously congested
Mike Padgett Hwy. (GA 56)	Lumpkin Road and Tobacco Road	3.38	Seriously congested
Peach Orchard Road (US 25)	Tubman Home Road and GA 88	8.55	Marginally congested
Riverwatch Pkwy. (GA 104)	Thirteenth St. and Pleasant Home Road	7.46	Marginally congested
Thirteenth St.	Walton Way and Savannah River	0.79	Seriously congested
Tobacco Road	Deans Bridge Road and Doug Barnard Pkwy.	8.49	Borderline congested
Walton Way	Thirteenth St. and Fifteenth St.	0.57	Seriously congested
Washington Road (GA 28)	Pleasant Home Road and John C. Calhoun Expy.	4.11	Seriously congested
Windsor Spring Road	Peach Orchard Road and GA 88	8.46	Marginally congested
Wrightsboro Road	Fifteenth St. and Highland Ave.	2.18	Seriously congested
Wrightsboro Road	Highland Ave. and Jackson Road	2.03	Seriously congested
Wrightsboro Road	Jackson Road and Barton Chapel Road	1.13	Seriously congested
Wrightsboro Road	Barton Chapel Road and W. Robinson Ave.	7.70	Borderline congested
David Road/Jackson Road/Walton Way Ext.	Washington Road and Wrightsboro Road	3.35	Seriously congested
Fifteenth St.	Reynolds St. and Broad St.	0.11	Seriously congested
Greene St.	Fifth St. and E. Boundary St.	0.69	Seriously congested
R.A. Dent Blvd.	Walton Way and Wrightsboro Road	0.96	Seriously congested
Riverwatch Pkwy. (GA 104)	Alexander Drive and I-20	0.51	Seriously congested
Walton Way	Gordon Hwy. and Thirteenth St.	1.08	Seriously congested
Walton Way	Fifteenth St. and Milledge Road	1.49	Seriously congested
Walton Way	Milledge Road and Bransford Road	1.60	Seriously congested
Walton Way	Bransford Road and Walton Way Ext.	1.93	At risk of congestion
Wheeler Road	Walton Way Ext. and Flowing Wells Road	2.39	Seriously congested

Source: Georgia Department of Transportation

Travel Time

Another measure of the condition and efficiency of the street and highway system is travel time delay based on fieldwork. Since 1995 the staff of the ARTS has conducted annual travel time surveys on major arterials in the study area, including those located in the urbanized part of Richmond County.

Since the travel time surveys started in 1995, several roads and road segments have been documented as having congestion problems. Table T-8 provides a list of road corridors in Richmond County that have consistently experienced the highest congestion in recent years, between 2017 and 2021. These include a number of principal arterials, minor arterials and collector streets. These congested corridors are in the most heavily urbanized parts of the city.

Traffic Crash Trend

The chart below displays traffic crash trends which summarizes the total number of crashes, injuries, and deaths that have occurred on roadways in Richmond County from the year 2017 to 2021. Total crashes includes all type of crashes; intersection crashes, crashes by corridor, motorized and non – motorized crashes. Many traffic crashes involved exclusively motor vehicles. Total traffic crashes are higher in year 2017 than year 2021. It is suspected that the reduction in crashes in 2020 is in large part to the COVID-19 quarantine requirements.

TABLE T-9 TOTAL NUMBER OF CRASHES

	2017	2018	2019	2020	2021
Crashes	7.89	7.89	7.89	7.89	7.89
Crashes with Fatality	7.89	7.89	7.89	7.89	7.89
Crashes with Serious Injury	7.89	7.89	7.89	7.89	7.89

Source: GDOT/AASHTO

Assessment

Planning and programming road improvement projects have been an important function of government at all levels for many years. In cooperation with the City Commission, the Augusta Engineering Department is responsible for programming surface transportation projects involving only local funds.

The Special Purpose Local Option Sales Tax (SPLOST) Program provides the City with another important tool for financing road improvements. Since 1988, SPLOST funds have paid for intersection improvements, dirt road paving projects, resurfacing, drainage, sidewalks, traffic signals, and road widening and improvement projects. SPLOST funds also paid for costs associated with larger projects involving the use of state and federal funds. Typically, the City agrees to pay for one or more of the following phases associated with a larger road widening or improvement project: engineering and design fees, utility relocation and right-of-way acquisition. Some of these projects have been completed more expeditiously because of the availability of SPLOST funds.

AUGUSTA REGIONAL TRANSPORTATION STUDY (ARTS) METROPOLITAN PLANNING ORGANIZATION (MPO)

Augusta Regional Transportation Study (ARTS) is a Metropolitan Planning Organization (MPO) established for urbanized areas in Augusta – Richmond, GA, and Aiken, SC. The Federal-Aid Highway Act of 1962 established the requirement for transportation planning in urban areas throughout the country. Fixing America's Surface Transportation Act (FAST Act) passed on December 4, 2015, (Pub. L. No. 114-94) reauthorizing federal-aid funding and regulations for the metropolitan transportation planning process. ARTS metropolitan transportation planning process is cooperative, continuous, and comprehensive (3C).

The ARTS is comprised of four (4) committees that are responsible for ensuring the 3C process is incorporated in all transportation planning elements and documents including the adoption and project implementation on the Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP). The ARTS committee structure can be found below.



In a collaborative effort the Augusta Engineering Department and other ARTS partners are required to create and adopt the TIP (4-year vision) and MTP (20-year vision) planning documents that contain current and future transportation projects. These projects include but are not limited to widening, bicycle and pedestrian, bridge, intersection, and safety transportation improvement projects. There are also projects designed to make better use of the existing road network.

RAILWAY ROAD CROSSINGS

Railroad crossings are critical points of intersection between roadways and railway tracks, and ensuring their safety is essential to prevent accidents and improve transportation efficiency. In Augusta Richmond County, there are multiple railroad crossings located on federal routes, state routes, US highways, and major county roads such as Broad Street and Wrightsboro Road. The ARTS (Augusta Regional Transportation Study) is currently updating its Regional Freight Plan.

This plan will conduct a comprehensive reassessment of air, truck, and rail movements in Augusta Richmond County, likely to ensure efficient and safe freight transportation in the region. With the last plan being completed in 2009, an update on crossings with appropriate traffic signals and arms can help regulate and control traffic flow while trains pass through, reducing the risk of collisions. Additionally, reassessing freight movement is vital for modernizing transportation infrastructure and accommodating the needs of the growing county and region.

BICYCLING & PEDESTRIAN

Improving and maintaining the quality of bicycle and pedestrian facilities in Augusta-Richmond County is one of ARTS top goals and objectives. Walking and biking helps to promote physical activity in urban environment and build social interaction in communities. To promote these needs, ARTS takes priority in promoting strategies that help enable safe and accessible non-motorized transportation options for potential users throughout the county. A variety of infrastructure is available and planned in ARTS area. It includes Sidewalks, Bike lanes, Greenway, Trails, Multi-Use Path, Paved Shoulder, Shared Roadways.

The ARTS completed and adopted its Bicycle and Pedestrian Plan in July 2023 which resulted in several projects to improved connectivity in Augusta Richmond County. An example of some of these projects include but are not limited to the Augusta North/South Neighborhood Greenway, Tabaco Road Bike Path and Sidewalk Improvements, and Central Ave Bike Path and Sidewalk Improvements.

VEHICLE PARKING

The Comprehensive Zoning Ordinance for Augusta-Richmond County includes minimum parking and loading area requirements for residential, commercial, office and industrial land uses, places of public assembly and health care facilities. The ordinance includes separate parking and loading area requirements for locations within and outside the central business district. The number of parking spaces required varies from one land use to another and depends on such factors as the number of dwelling units in an apartment complex, the gross floor area of a commercial or industrial building, the number of employees at a business and the number of seats in a church or theater. Regardless of location, all parking spaces must meet specified minimum dimensions and all parking facilities have to meet certain requirements for ingress and egress, grading and drainage, lighting and buffer from an adjoining residential district.

A building lawfully in use on or before February 4, 1974 is considered a nonconforming use with regard to parking. If a nonconforming building is enlarged, or the use of such building is expanded, then parking must be provided for the additional area or use of the building. The nonconforming parking requirements usually come into play when buildings located in downtown Augusta are adaptively reused.

Based on field observations and data provided by the City, it was determined that there are 6,034 public and private parking spaces within the downtown study area by year 2016. To quantify the existing parking supply in its entirety, three parking types noted are On-street striped and unstriped, Off-street surface lot, and City garage.

On-street striped parking represents available public parking along streets in commercial areas that are delineated by pavement markings for angled or parallel parking. Many of these on-street parking areas are marked with signs that limit parking to two-hour intervals or restricted to handicapped accessible parking.

On-street unstriped parking represents available public parking along streets in commercial areas that are not delineated by any pavement markings. Generally, all parking of this type is parallel. Although these areas do not have a defined parking space count, they were included in the inventory because they do contribute to the downtown study area parking supply. On-street unmarked spaces were estimated by measuring the length of unobstructed curb parking per block and dividing that length by an average parking space length of 22 feet. This calculation excludes areas adjacent to driveways, intersections, and other obstructions, such

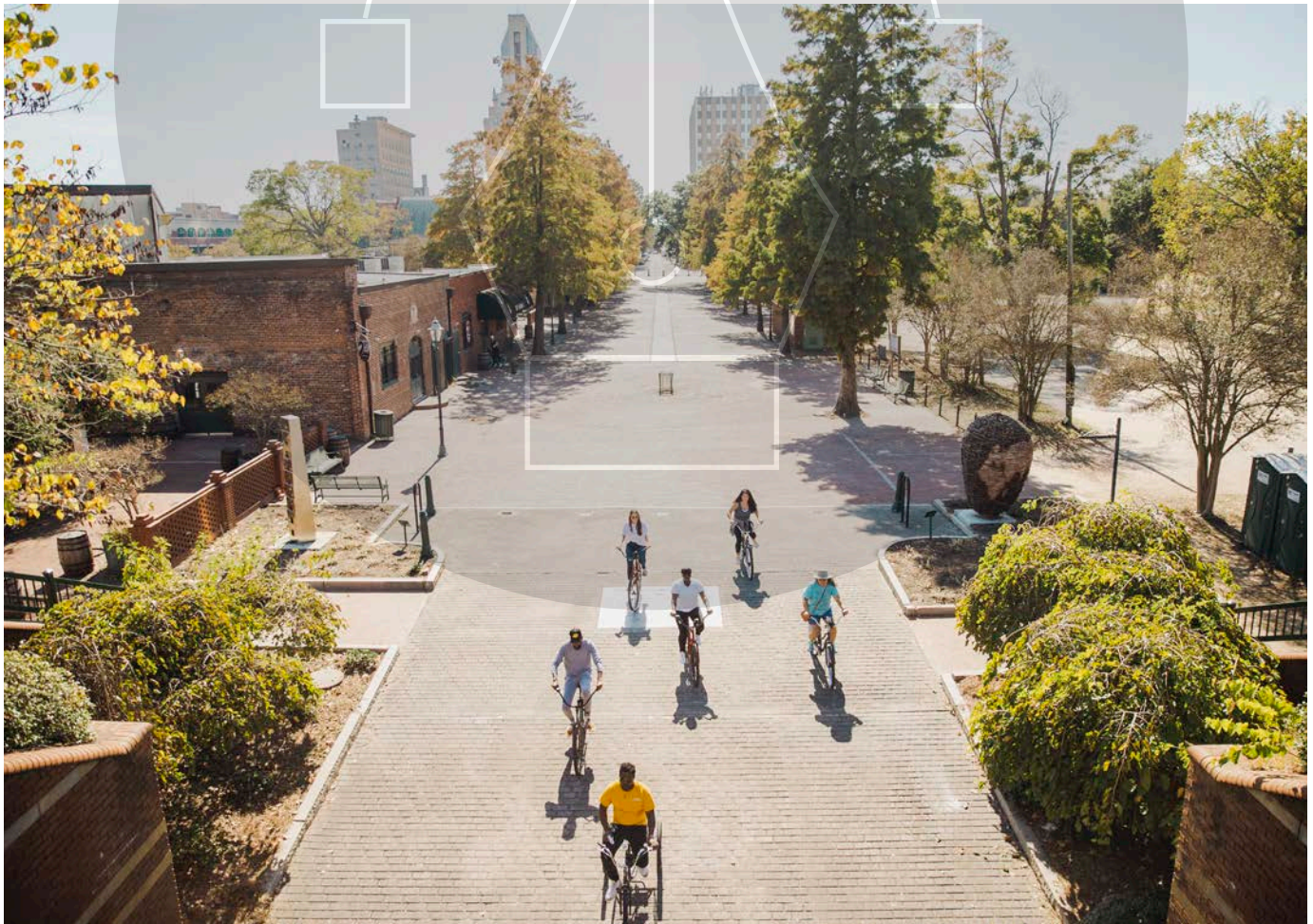
as fire hydrants. Many of the spaces of this parking type are not time restricted. The 1,544 on-street parking both striped and unstriped, represents approximately twenty-six percent (26%) of the total parking supply.

Off-Street Surface Lot

Surface lot parking represents private spaces located in off-street lots spread throughout the study area that serve a variety of uses. The majority of off-street surface lot parking is delineated by pavement markings for 90-degree parking and two-way traffic flow. Off-street surface lot parking, with designated spaces, represents 24% of the total parking supply. Of the total off-street surface parking, 337(6%) spaces are operated and maintained by the City as public parking at the Augusta Museum of History and City Hall and total privately-owned off-street spaces are 3,485. Out of that 2417 off-street lots are specific to the Museum and City Hall; these were not evaluated for occupancy or duration for this study. For study only 1,068 (18%) privately owned spaces are considered. In addition, the privately owned spaces were not considered or evaluated for duration or occupancy as part of this study since they are designated for by visitors to that specific business and are not used for general public parking.

City Garage

Currently, the City operates one (1) parking garage within the downtown study area. The garage, located on Reynolds Street, is a six-level structure with 668 (11%) parking spaces.



Photography Credits: Destination Augusta

TRANSIT

As communities in Augusta Richmond County continue to expand over time with the introduction of new housing development and economic growth, the goal of Augusta Transit (AT) has been to provide safe, reliable, and accessible transportation to the residents of Augusta Richmond County while improving its operating efficiency and service delivery effectiveness. In 2008, AT hired Wilbur Smith Association to complete its Transit Development Plan (TDP) to provide service recommendations that would help accommodate and improve service operations of AT's current transit systems. Another study that was completed is the Comprehensive Operation Analysis (COA) in 2017. This provided an opportunity to take a fresh look at the system's effectiveness and efficiency in serving a community that has seen significant change since the current transit system was initially designed.

Since the completion of these studies, AT has made great strides in accomplishing the suggested recommendations including but not limited to the partial replacement of the aging fleet (6 of 18 fixed route buses) and the construction of the new Augusta Transit Facility located on Regency Blvd. In 2020 the ARTS MPO completed its 2050 Metropolitan Transportation Plan (MTP) with Augusta Transit as a valued stakeholder and transportation resource. A goal of the 2050 MTP was to promote strategies that improve mobility, accessibility, and connectivity for all transportation network users, including public transit and non-motorized modes. The list below are accomplishments achieved by AT in that effort since the last Comprehensive Plan:

- Construction and opening of the Augusta Transit facility in 2021.
- Low Emissions, No Emissions Federal Grant application and award of \$6,271,325 in 2023.
- Purchase of five (5) electric busses and charging stations to be received in 2025.
- Transportation Alternative Program (TAP) application and award of \$1,161,224 in 2020.
- Purchase and implementation of the following
 - 100 Acquire Bus Route Signing
 - 50 Bus Shelters
 - 20 Bus Associate Transit Enhancement (Simme Seats)
 - 25 Bus Stop ADA Access Enhancements
- Purchase of four (4) 35ft diesel buses and two (2) 30 ft diesel buses in 2023.
- Purchase of Micro transit/Dynamic-Responsive Software as a Service (SaaS) Technology
- Purchase of Fixed Route Planning, Scheduling, and Run-Cutting Software.
- Receive three loaner buses to assist with transit demand on temporary bases (12 months) in 2023.
- Purchased three (3) used buses from Florida to assist with the aging fleet in 2023.
- Applied for a 1.4 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant to engage a consultant to design and assess a project that will replace, recreate, and repurpose an aging bus terminus, BSTF, into a flagship intermodal, accessible, user-friendly, and clean energy supporting community asset.
- Completion of a Rider and Nonrider Survey from September 2022 through March 2023 to address the Transit needs of Richmond County residents.
- Purchase of Trip Spark Ranger Modems for AT Bus Technology Upgrades from 3G to 5G in 2021.
- Valued stakeholder in the ARTS Bike and Pedestrian Plan Update.

AIRPORT

First established as a flight training school for the United States military, Augusta Regional Airport (AGS) has become a significant travel hub for the Central Savannah River Area (CSRA). A regional airport with commercial flights can have a transformative impact on a community and its surrounding region. It enhances mobility, boosts economic development, and improves the overall quality of life for residents. Augusta Regional Airport provides enhanced air connectivity, making it easier for residents and businesses to access various destinations. It opens up opportunities for direct flights to major cities and other regions, reducing the need for long drives or connecting flights.

Moreover, it provides a boost to the local economy. Commercial flights attract business travelers and tourists, stimulating economic activity in the region. Increased visitor traffic can lead to higher demand for local services, such as hotels, restaurants, and transportation, benefiting businesses and generating job opportunities. Table T-10 reflects the steady increase in air travel with exception to the hardest hit COVID-19 years.

TABLE T-10 AUGUSTA REGIONAL AIRPORT ACTIVITY REPORT

	2017	2018	2019	2020	2021
Enplanements	292,902	310,760	339,925	160,403	261,149
Deplanements	287,853	302,757	333,706	155,985	253,454
Total Passengers	580,755	613,517	673,631	316,388	514,603
Source: Augusta Regional Airport Statistics Archives					

However, it is essential for local stakeholders and authorities to plan and manage airport operations carefully to maximize the benefits while addressing potential challenges related to noise, environmental impact, and infrastructure development. Over the last five years, AGS has completed projects that focus on improving its amenities, modernization, capacity enhancement, and business development, as shown in Table T-11. Fuel Farm Improvements, Hanger Taxi Lane and Ramp construction, and renovations to older parking infrastructure are projects that are scheduled for completion in the future.

TABLE T-II: AUGUSTA REGIONAL AIRPORT PROJECT COMPLETION SCHEDULE 2018-2023

PROJECT	DESCRIPTION	EST. COMPLETION YEAR	PRIMARY FUNDING SOURCE
Parking Revenue Control Upgrades Phase 1	Completed	Completed	Airport Revenues
Terrazzo Flooring Phase 1	Completed	Completed	Airport Revenues
Ground Transportation Monitoring System	Completed	Completed	Airport Revenues
PA System Upgrades	Completed	Completed	Airport Revenues
Restroom Renovation	Completed	Completed	Airport Revenues
Passenger Boarding Bridges	Completed	Completed	PFC
Hangar One Renovations	Completed	Completed	Airport Revenues
Frequent Flyer Lounge	Completed	Completed	Airport Revenues
FIDS Upgrades	Completed	Completed	Airport Revenues
Parking Toll Plaza Canopies	Completed	Completed	Airport Revenues
Military Suite Renovations	Completed	Completed	Airport Revenues
Rental Car Desk Area	Completed	Completed	CFC
Baggage Claim Carousel	Completed	2021	CARES
AGS Fuel Farm Improvement	Upgrades to current Fuel Farm	2022	Airport Revenues
Hangar Taxi Lane & Ramp	Create taxi way and ramp to 17-35	Out to Bid	CARES
Gates 3 & 4 Rehabilitation	Extend Commercial Terminal gates 3 & 4	2023	BIL
Consolidated rental car maintenance facility	Build of off-site rental car facility	2023	CFC
STEM Building	Renovation of building	2023	CARES
Parking Lot Rehabilitation	Rehab of current lots	2023-2024	Airport Revenues

The definitions below explain the primary funding sources that were allocated to the completed and pending projects listed above.

Airport Revenues – Revenues generated through various Airport operations (e.g., parking, fuel sales, leases, etc.).

Airport Improvement Program (AIP) – Federal Airport Grant Program that collects and disseminates funds to airports for approved projects. Commercial service airports receive a fixed annual apportionment of AIP based on its number of enplanements. Airports may also compete for additional annual discretionary funding.

Customer Facility Charge (CFC) – User fees imposed on rental cars used for the development or upgrade of rental car and/or approved related landside facilities.

Passenger Facility Charge (PFC) – Locally imposed Airport user fees collected from enplaning passengers used for the purpose of funding FAA approved projects.

Other – Airports also utilize additional funding sources including other federal and state aid programs and various 3rd party financing (e.g., bonds, loans, etc.)





SECTION THREE

SECTION III:

HOW DO WE GET THERE

The purpose of a comprehensive plan for local governments is to provide a long-term vision and framework for guiding the growth, development, and improvement of a community or municipality. It is a strategic document that outlines the community's goals, aspirations, and desired outcomes for the future, typically covering a planning horizon of 10 to 20 years. The comprehensive plan serves as a blueprint for decision-making and provides a coordinated approach to address various aspects of community development. Incorporating a community work program is essential to the plan. A Community Work Program for comprehensive planning purposes involves identifying and implementing strategies that enable the community to achieve its goals effectively. By reviewing the community needs and opportunities Augusta-Richmond County can align some of the activities that move the community towards achieving the most desirable quality of life in the CSRA.

It is imperative to remember that the planning horizon is based on 20 years because there are fiscal restraints that will not allow for everything to be completed at one time. Additionally, continuous monitoring and evaluation will be crucial to ensure the success and adaptability of the Community Work Program over the 20-year planning horizon. The remainder of this section identifies projects that are in the pipeline over the next few years in addition to some of the funding and staffing needs.



HOW DO WE GET THERE:

COMMUNITY WORK PROGRAM

GOAL 1 - CAPITALIZE ON AUGUSTA'S EXISTING ASSETS

Work Program Projects	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Fund Source
Augusta Canal Improvements	x		x			Engineering	\$1.5M	SPLOST 7
Augusta Canal - implement projects funded in part with SPLOST VI	x		x	x	x	Augusta Canal Authority	\$4.3M	Canal Authority, SPLOST VI, grants
Modernized James Brown Arena			x	x		Coliseum Authority	\$25M	SPLOST 8

GOAL 2 - ENHANCE QUALITY OF LIFE

Work Program Projects	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Fund Source
Extend the access road named Valencia Way, located in the Augusta Corporate Park	x	x				County Development Authority	\$3.3M	Sales Tax Funds
Augusta Public Transit Operations and Maintenance	x		x	x	x	City, APT	\$750,000 annually	TSPLOST
Implement enhancement projects on gateways into the city	x	x		x		Augusta Conventions and Visitors Bureau	\$1.1M	Private Sector, SPLOST Transportation Enhancement Grant, City Funds
Attract new missions/partnerships to Fort Gordon	x	x	x	x	x	Fort Gordon, Chamber, City, CSRA Alliance for Fort Gordon	Staff Time	City, CSRA Alliance for Fort Gordon, Private Sector, Others
Implement plan for redevelopment of former Regency Mall site	x	x	x			City, Non-profit, Private Developers	N/A	City, Non-Profit
Implementation of Intelligent Transportation System	x		x			Engineering	\$5.5M	TSPLOST B1
Implement Augusta Regional Collaboration Program	x		x			City, Consultant, GRU	Unknown	City, Private Sector Grants
Transit Bus Purchase		x	x	x		Transit	\$420,000	SPLOST 7
New Transit Bus Shelters		x	x	x		Transit	\$650,000	SPLOST 7
Sports Facility Field and Court Improvements	x		x	x	x	Recreation and Parks	\$1.75M	SPLOST 7
Augusta Canal Improvements			x	x		Canal Authority	\$1.5M	SPLOST 7
Augusta Public Transit - design and construct a new maintenance garage and administrative offices	x		x	x	x	Transit	\$18M	SPLOST 7/ Grants

Extend the access road named Valencia Way, located in the Augusta Corporate Park	x	x	x	x	x	City, Non-Profits, Private Developers	\$500,000	Bonds, Tax Credits, Private, City
Augusta Public Transit Operations and Maintenance	x	x	x			City, CHDOs, Other Non-profits, Private Developers	\$1.8M	HUD
Implement enhancement projects on gateways into the city	x	x				Housing and Community Development	\$27-\$30M	Tax Credits, Private Sector
Attract new missions/partnerships to Fort Gordon	x	x	x	x	x	Augusta Housing Authority (AHA)	\$3.75M	HUD
Implement plan for redevelopment of former Regency Mall site				x		Augusta Regional Airport	1.43M	AGS Discretionary, State, Federal, City
Implementation of Intelligent Transportation System		x	x	x	x	City Commission, Planning Commission, APDD	Staff Time	City
Implement Augusta Regional Collaboration Program	x					Housing and Community Development	\$600,000	HUD, Program Income
Transit Bus Purchase	x					Augusta Environmental Services Department	\$6-8M	Enterprise Fund
New Transit Bus Shelters	x	x	x	x	x	Central Savannah River Land Tract, City, APDD	Yearly Contract with CSRLT	State, City, Private Sector

GOAL 3 - REVITALIZE DOWNTOWN

Work Program Projects	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Fund Source
Continue code enforcement program in the inner-city target area		x	x	x	x	Planning and Development	Staff Time	CITY
Broad Street Improvements (Washington Road to Sand Bar Ferry Road)	x	x	x			Engineering	\$25M	TIA
James Brown Reconstruction	x	x	x			Engineering	\$6.1M	TIA
Demolish LEC at 401 Walton Way	x					Public Facilities	\$1.5M	SPLOST 7
SR 4/15th Street Widening - Milledgeville Rd to Government Rd	x	x				GDOT	\$21.4M	TIA
Greene Street Improvements from 13th St to E. Boundary Rd	x					Engineering	\$9.8M	TIA
Implement downtown revitalization projects as outlined in the Joint Master Plan for Augusta, GA and North Augusta, SC Regional Urban Core	x	x	x	x	x	City, DDA, AT, Private	Staff Time	City, DDA, AT, Private
5th St bridge - Bridge repair and restoration	x		x			Engineering	\$13M	TSPLOST B2 & SPLOST 8
Blight Mitigation	x	x	x	x	x	Economic Development	\$4M	SPLOST 8
SR 4/15th St pedestrian improvements - Calhoun Expy to Central Ave	x	x				Engineering	\$6.1M	TSPLOST Band 2
SR 4/15th St widening from Government St to Milledgeville Rd	x	x				GDOT	ROW(\$16M) Road CST (\$8M)	FHWA, GDOT, TSPLOST
James Brown Blvd reconstruction - Reynolds to Wrightsboro Rd	x	x				Engineering	\$6.9M	TSPLOST Band 2
Demolish 120 dilapidated housing units	x	x				Planning and Development	\$600,000	City General Fund
James Brown Blvd streetscape enhancement project - Reynolds to Adams St	x	x				GDOT, City, DDA	\$812,500	FHWA, City

GOAL 4 - BE EXCELLENT FINANCIAL STEWARDS

Work Program Projects	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Fund Source
Acquire tax delinquent and abandoned properties through the Augusta Land Bank Authority for use in constructing affordable housing	x	x	x	x	x	Land Bank Authority	\$150,000	CDBG, City
Existing Facilities Upgrade		x	x			Public Facilities	\$19M	SPLOST 8
Animal Control Upgrades	x		x			Public Facilities	\$500,000	SPLOST 8
New Records Retention Center	x	x				Public Facilities	\$2,500,000	SPLOST 7
Complete water and sewer projects funded by bonds	x	x	x	x	x	AUD	\$40.0M	City, Bondholders
Rehabilitate historic structures and landmark buildings in the Laney-Walker and Bethlehem neighborhoods	x					Historic Augusta, Inc., Private Developers	\$2.0M	Private Funds, Historic Preservation Tax Credits
Convert or replace the city's gas-powered vehicle fleet with alternative fuel vehicles	x					Augusta Environmental Services Department	Unknown	Revenue from sale of CNG fuel to waste haulers
Provide economic incentives to increase household waste recycling	x					Augusta Environmental Services Department	\$1.8M	Department budget
Evaluate the feasibility and merits of establishing mixed-use districts, conservation districts or other types of overlay zones in various parts of the city	x					Neighborhood Associations, Planning Commission, APDD, Other Stakeholders	Staff Time	City
Upgrade existing parks included on SPLOST Phase V project list			x	x	x	Parks and Rec Department	\$11M	SPLOST 8
Update the Airport Zoning Ordinance	x					Augusta Regional Airport	\$200,000	Staff Time

GOAL 5 - ATTRACT AND RETAIN FAMILIES AND HOMEOWNERS

Work Program Projects	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Fund Source
Design and construct a performing arts center	x					City, Private Sector, Others	\$30.7M + land cost	Public/Private
Attract industry to the Augusta Corporate Park			x			County Development Authority, City	Staff Time + \$10,000,000	County Development Auth., Chamber, City, SPLOST 8
Rehabilitate 95 housing units for low income homeowners	x	x	x	x	x	Housing and Community Development	\$2.7M	HUD, Program Income
Install works of art at gateways designated by the Augusta Convention and Visitors Bureau	x	x	x			Greater Augusta Arts Council, ACVB	\$3,000 - \$20,000 per work of art	Private Sector, SPLOST, City, Funds, Grants
Complete public school construction, renovation and expansion projects as listed in the RCBOE Phase IV Master Plan	x	x	x	x	x	RCBOE	\$146.2M	E-SPLOST, Phase IV
Build new parks on existing property in communities		x	x	x	x		TBD	TBD
Provide down payment assistance to 305 first-time homebuyers	x	x				Housing and Community Development	\$1.8M	HUD

GOAL 6 - INFRASTRUCTURE IMPROVEMENTS

Work Program Projects	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Fund Source
Marvin Griffin Rd widening from Mike Padgett Hwy to Doug Bernard Pkwy	x					Engineering	\$6M	SPLOST, Phases II/III
Windsor Spring Rd Phase IV - Complete ROW acquisition and widening from Willis Foreman Rd to Tobacco Rd	x					GDOT, Augusta Engineering	ROW: \$9,970,630; Road CST: \$22,954,457	FHWA, GDOT, SPLOST, Phases III/IV, TSPLOST, Band 1
Windsor Spring Rd Phase V - Complete ROW acquisition and widening from W.F. Rd to SR 88 in Hephzibah	x					GDOT, Augusta Engineering	Road ROW: \$6,990,000; Road CST: \$12,827,273	RHWA, GDOT, SPLOST Phases III/IV
Rocky Creek Flood Hazard Mitigation	x	x				Engineering	\$14M	SPLOST 7
Grading and Drainage (Stormwater)	x	x	x	x	x	Engineering	\$25M	SPLOST 7
Market Creation Project - Dyess Park	x	x	x			Housing and Community Development	\$50M	Public/Private
Forest Hills Drainage Improvements and Flood Reduction (Concept and Design)	x					Engineering	\$400,000	SPLOST 7
Hyde Park Street and Drainage Improvements and Wilkerson Gardens	x	x				Engineering	\$6M	SPLOST 7
Butler Creek Privet Removal Program	x	x				CSRLT, City	\$150,000	US Fish and Wildlife
Continue to enforce the applicable requirements of the Part V Environmental Ordinances	x	x	x	x	x	City, APDD	Staff Time	City
Continue the permitting and enforcement provisions of the Soil Erosion and Sediment Control Ordinance	x	x	x	x	x	City, APDD	Staff Time	City
Continue the permitting and enforcement provisions of the Flood Damage Prevention Ordinance	x	x	x	x	x	Engineering, Planning	Staff Time	City
Vertiport/Electric Aircraft Hangar Development		x				Augusta Regional Airport	\$1.25M	AGS
Continue the permitting and enforcement provisions of the Flood Damage Prevention Ordinance	x	x	x	x	x	AUD, Augusta WR	Staff Time	State, City, Private, NP
Implement emission reduction strategies to demonstrate compliance with federal air quality standards	x	x	x	x	x	City	Staff Time	City
Support implementation of the Phinizy Swamp Park Master Plan (buildings, education, research, land management)	x	x				SNSA, City, School System	\$500,000	City, Grants, Donations
Augusta-Richmond County Flood Reduction Program (Flood Buyout Program)	x	x				City	Staff Time	City
Highland Avenue Bridge repair and restoration over CSX RR	x	x	x			Engineering	2M	TIA
Conduct more detailed studies of character areas, neighborhoods, activity centers or other areas as necessary	x	x	x	x	x	Neighborhood Associations, Planning Commission, APDD, Other Stakeholders	Staff Time	City

Berckmans Rd realignment and widening from Wheeler to Washington Rd	x					Engineering	\$20.4M	TSPLOST B2
Continue the implementation of walking trails and sidewalks to improve connectivity		x				Engineering	\$500,000	Engineering, GDOT, ARTS MPO
Design and construction of parking infrastructure and bus shelters					x	Augusta Regional Airport	\$150,000	AGS
Update zoning map to reflect Community Agenda, existing land use and other relevant considerations	x					City Commission, Planning Commission, APDD	Staff Time	City
Update local zoning and development ordinances as necessary to achieve quality growth	x					City Commission, Planning Commission, APDD	Staff Time	City
Continue cooperation with adjacent communities and Fort Gordon regarding land use and re-zoning action and other initiatives	x					City, Fort Gordon, adjacent communities	Staff Time	City, Fort Gordon
Rehabilitate infrastructure at Phinizy Swamp Nature Park	x					SNSA, City	\$500,000	City, Donations, Grants
Marks Church Rd widening from Wrightsboro to Wheeler Rd	x					Augusta Engineering	\$8.3M	TSPLOST Band 1
ADA Curb Cut/Sidewalk Improvement		x	x	x		Engineering	\$1M	SPLOST 8



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APPENDICES

APPENDICES:

PUBLIC OUTREACH

PARTICIPATION TIMELINE

Community Assessment Public Meetings:

5/4/2023 Municipal Building (Linda Beazley Room)
 5/18/2023 Bernie Ward Community Center
 6/1/2023 Sandhills Community Center
 6/14/2023 Robert Howard Community Center
 6/15/2023 Warren Road Community Center

Augusta Commission

7/5/2023 Presentation to Augusta Commission

Community Agenda Public Meeting

7/19/2023 Municipal Building (Linda Beazley Room)

PUBLIC MEETING FLYERS AND PHOTOS

Thursday,
May 4, 2023
6 p.m. - 8 p.m.

**Comprehensive Plan
Kick-Off Meeting** • Community
• Vision

Augusta Municipal Building
535 Telfair St
Augusta, GA 30901

Linda Beazley Room
(1st floor)



Survey

For More Information: Augusta Planning & Development
 envision@augustaga.gov (706)821-1131





Envision Augusta

Tell us how we can give you a better Augusta!

This is your chance to let local government know the needs of your community and businesses and how they can continue to flourish in the years to come.

To view the Augusta-Richmond County Comprehensive Plan go to:
<https://www.augustaga.gov> or scan the QR code:



For more information: Augusta Planning & Development
 (706)821-1131

Thursday
 May 18, 2023
 6pm-8pm

Bernie Ward
 Community Center
 1941 Lumpkin Road
 Augusta, GA 30906



Envision Augusta

Let your voice be heard!
 Help us understand the needs of your community so we can compose a city plan that will result in growth and sustainability for the years to come.

To view the Augusta-Richmond County Comprehensive Plan go to:
<https://www.augustaga.gov> or scan the QR code:



For more information: Augusta Planning & Development
 (706)821-1131

Thursday, June 1, 2023
 6pm-8pm

Sand Hills Community Center
 2540 Wheeler Rd
 Augusta, GA 30904



Envision Augusta

**Wednesday, June 14, 2023
6pm-8pm**

**Robert Howard
Community Center
103 Diamond Lakes Way
Hephzibah, GA 30815**

Join Us!

as we gather to discuss how we can improve your community for future growth and sustainability. Together we can help build an ideal community, not just for now, but for future generations as well.

To view the Augusta-Richmond County Comprehensive Plan go to: <https://www.augustaga.gov> or scan the QR code:



For more information:

**Augusta Planning & Development
(706)821-1131**



Envision Augusta

**Thursday, June 15, 2023
6pm-8pm**

**Warren Road
Community Center
300 Warren Rd
Augusta, GA 30907**

We want to hear from you!

Tell us what changes you would make to your community to keep it thriving into the future. What does the home of your future generations look like?

To view the Augusta-Richmond County Comprehensive Plan Go to: <https://www.augustaga.gov> or scan the QR code:



For more information:

**Augusta Planning & Development
(706)821-1131**

CHARETTES

What the Infrastructure?!

For this activity, residents learned about the different types of infrastructure in Augusta-Richmond County. They also filled out blank novelty checks for \$1,000,000 to let us know which type of infrastructure they would spend it on.

What the Infrastructure?!

An infrastructure project focuses on the improvement and upkeep of services, facilities and systems already in place throughout the county.

Place your check(s) by the area(s) you believe need the most investment.

Nine (9) Types of Hard Infrastructure

- Aviation (Airport)
- Telecommunications (Internet access, cellphone towers, telephone wires and cables)
- Bridges (Maintenance)
- Power and Energy (Power grids, Nuclear plants, renewable energy, fossil fuel based plants)
- Railways (Trains, tracks, rail yards)
- Roadways (Condition of roads, Bus transit)
- Water (Clean water supply and removal of storm water)
- Waste management
- Recreation Facilities

Fake Check Company 123 Sesame St Fake City, USA 12345		1234
	PLANNING & DEVELOPMENT DEPARTMENT	5/4/2023
Pay to the order of	<u>One million and 0/100</u>	\$1,000,000.00
Augusta Planning and Development 535 Telfair St Augusta, GA 30901		

Did You Know?

For this activity, residents learned the different costs of everyday development items that are requested most by the city.

DID YOU KNOW

- Traffic light costs \$375,000-500,000
- Intersection improvements cost start at \$250,000 +
- 1/2 mile of a new road starts at \$ 1.7 million
- Water and sewer lines to 5 new homes costs \$1 million
- Updating playgrounds costs about \$ 150,000
- Removing and upgrading an outdoor pool costs \$500,000
- Demolishing and rebuilding a 8,000 sq ft community center costs \$4 million

Mind Map

For this activity, residents take the knowledge they learned in the 'Did You Know?' activity to let us know what ideas they have for the city that would cost up to \$500,000.

PLEASE PROVIDE ONE IDEA THAT COSTS \$0 TO \$500,000.

MIND MAP

Most major projects are \$500,000 or more. Many factors drive the cost of projects, such as buying land, putting in roads, installing water and sewer, property maintenance and security.

Transportation Frequency

For this activity, residents let us know what method of transportation they predominantly used in the last year.

The frequency in which we utilize a service is often dependent on the quality and convenience. Knowing what services you have used and/or would like to use aids in preparing for demand.

In the last year have you used any of the following?

Augusta Airport	
Augusta Transit (Bus)	
Ride Sharing (Uber, Lyft)	

Love it or List it

For this activity, residents let us know what things they love about Augusta-Richmond County as well as something(s) they would like to change or improve.

Love it or List it

Identify what you love about Augusta AND what you would like to improve about Augusta.

Love ❤️	List ✖️

Grocery Accessibility

For this activity, residents placed a sticker on the board to let us know how far they must travel to access a healthy grocery store.



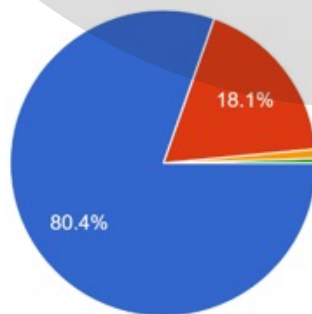
Envision Augusta Comprehensive Plan Update Survey Link:

https://docs.google.com/forms/d/e/1FAIpQLSf61NzdrKyZjLeUFGVQewsWjz7-ZInL6SGxWwqh4CsPxDE83w/viewform?usp=sf_link

Survey Analytics: (not the full analysis, this is from current 204 submissions)

1. Do you currently live in Augusta-Richmond County?

204 responses



- Yes
- No- If no, skip question 2.
- No
- No If no, skip question 2.

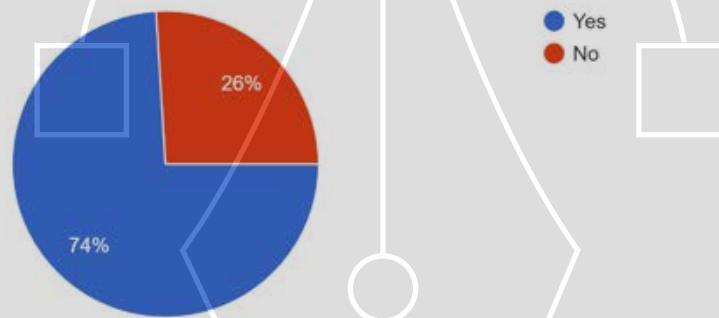
2. Which of the following best describes where you live?

171 responses



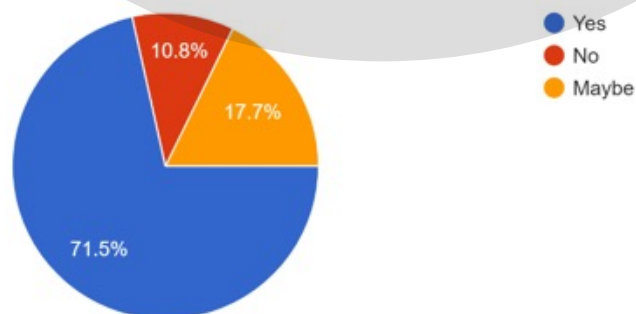
3. Do you work in Augusta-Richmond County?

204 responses



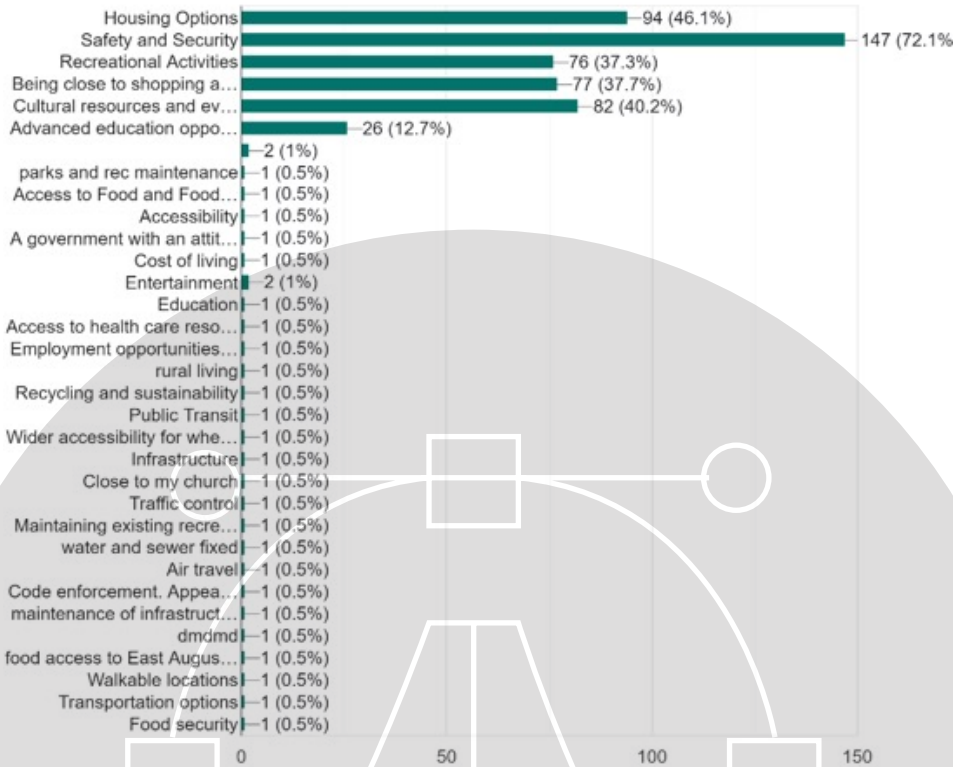
4. Do you see yourself living or working in Augusta-Richmond County in the next 5-10 years?

186 responses



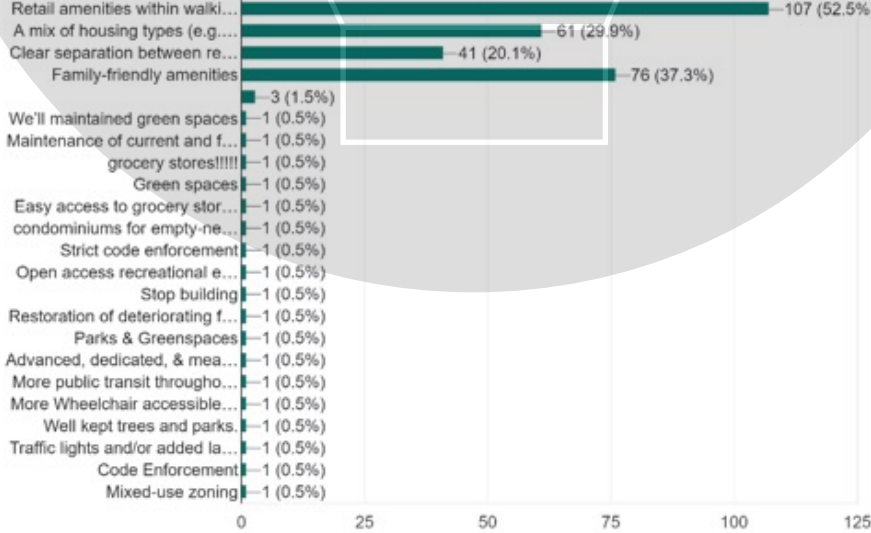
5. What are the (3) three most important factors for quality of life in Augusta-Richmond County?
(Select 3)

204 responses



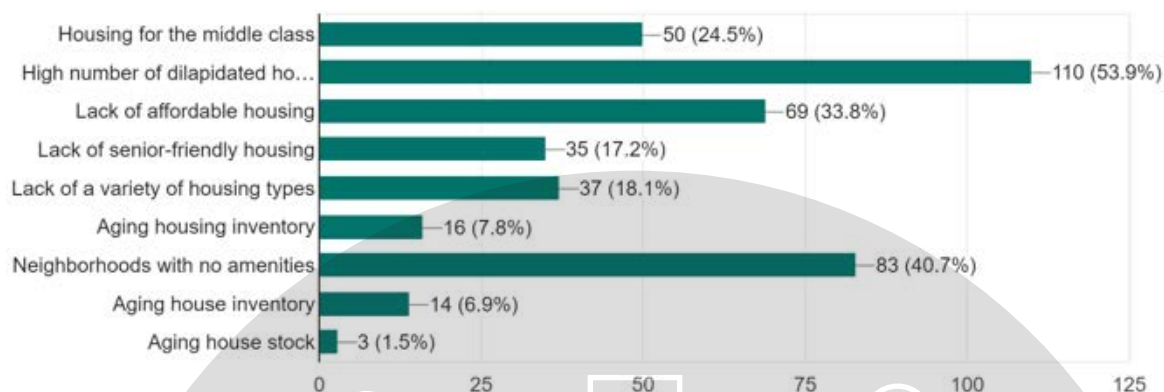
6. What characteristics should be emphasized in future residential developments? (Select 2)

204 responses



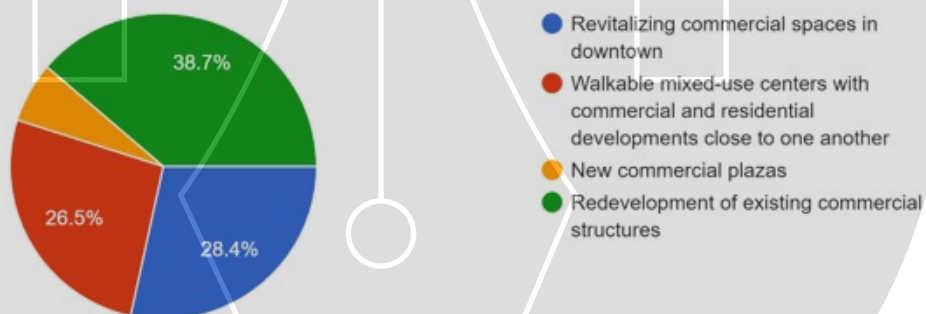
7. Which of the following, if any, are housing issues in Augusta-Richmond County? (Please select 2)

204 responses



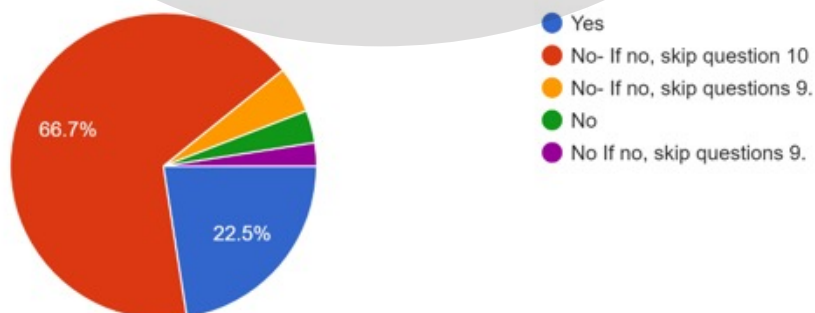
8. When planning for future commercial and retail developments, what type of development should be emphasized?

204 responses



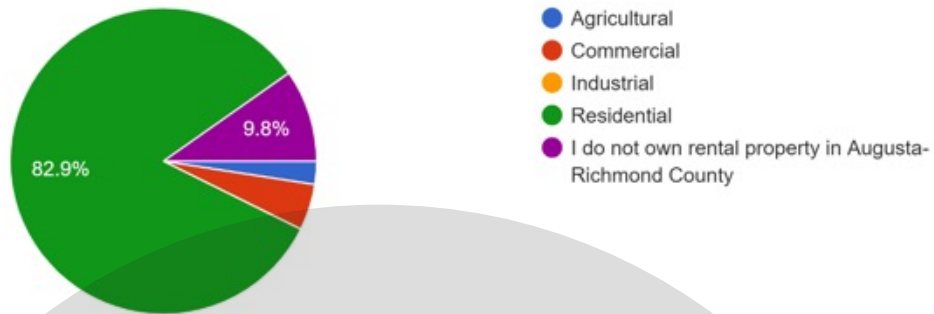
9. Do you own rental property in Augusta-Richmond County?

204 responses



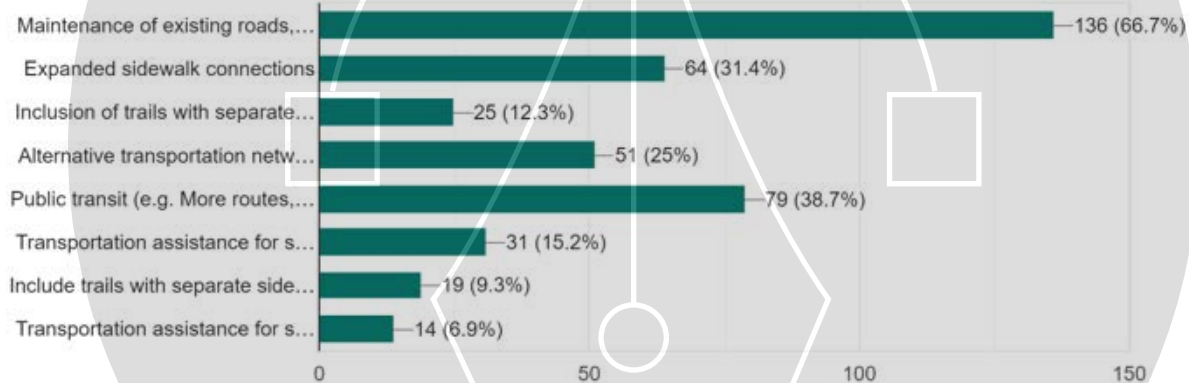
10. Is your Augusta-Richmond County rental property:

82 responses



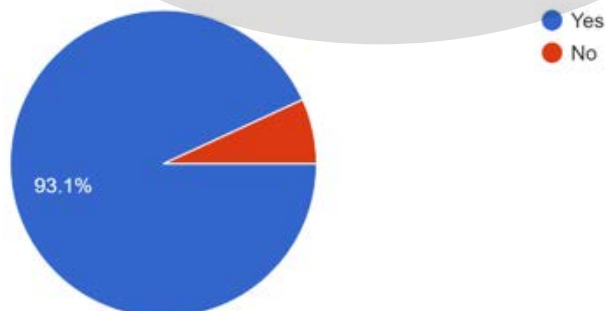
11. Which of the following transportation improvements are most needed in Augusta-Richmond County?

204 responses



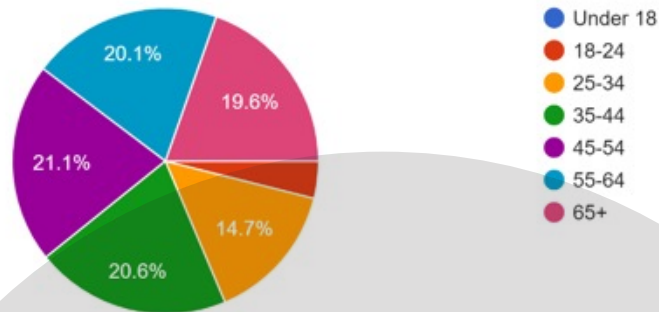
12. Do you have reliable internet service at home?

204 responses



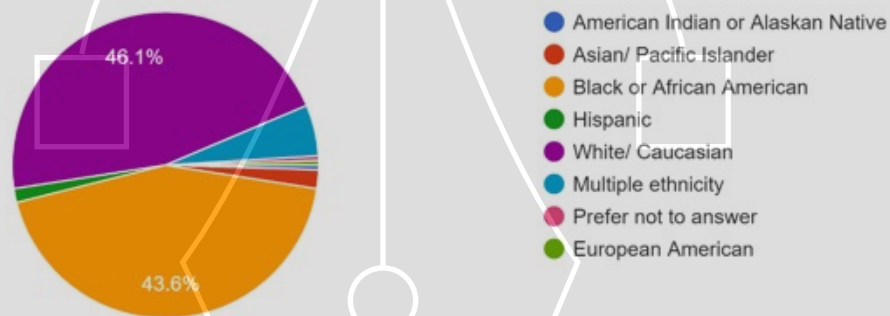
13. What is your age?

204 responses



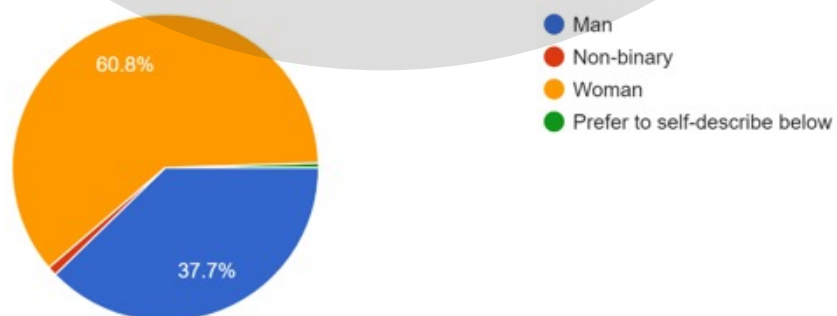
14. Which race/ ethnicity best describes you? (Please choose only one.)

204 responses



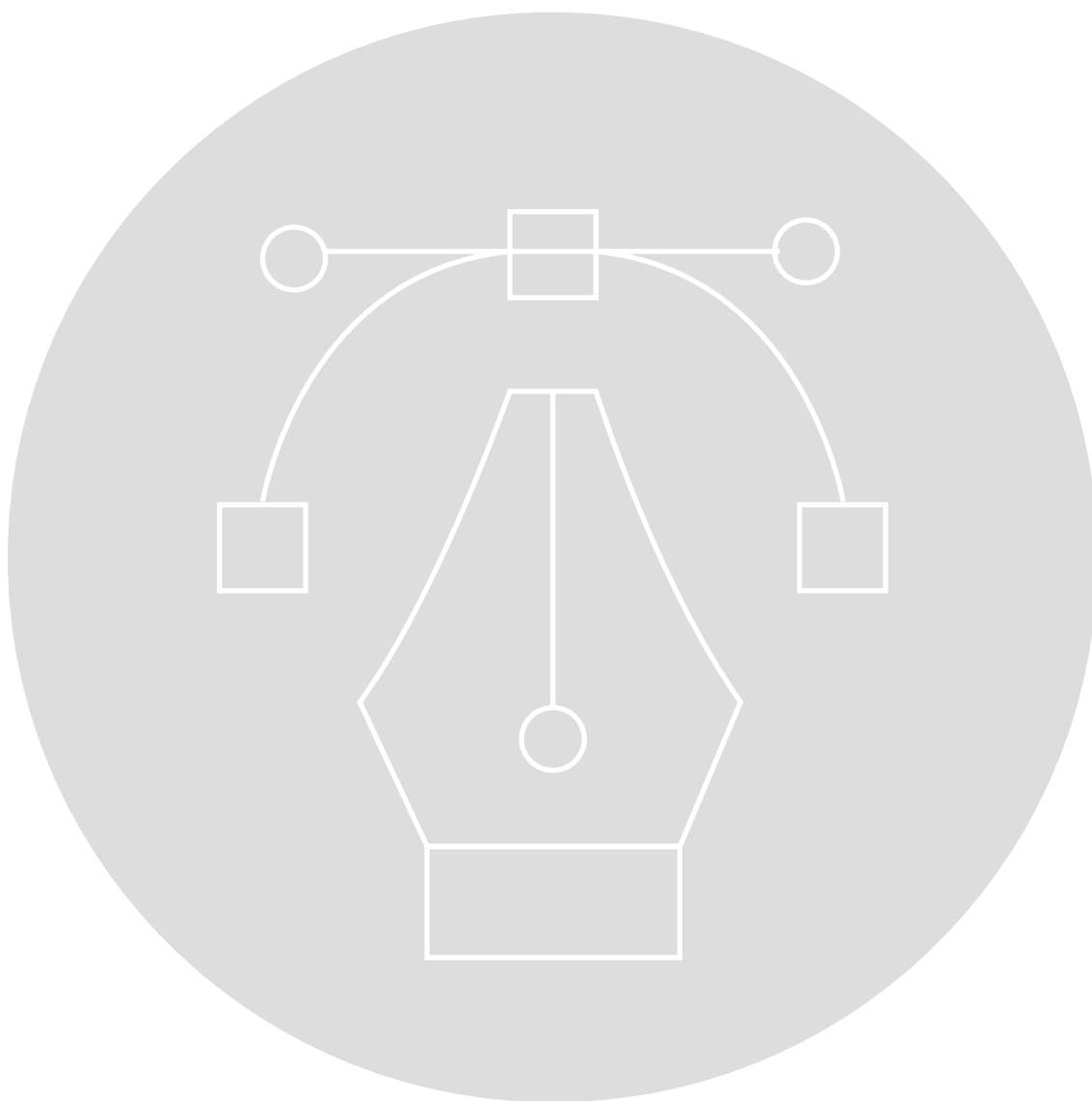
15. Gender: How do you identify?

204 responses



APPENDICES:

EPA REPORT



TECHNICAL MEMORANDUM

SUBJECT: *Environmental Protection Agency (EPA) Advance Program*

AUTHOR(S): Augusta Planning and Development Department

PURPOSE:

The purpose of this technical memo is to provide the staff of the Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO) and the general public with a continuing review of the Environmental Protection Agency (EPA) Advance Program and a status update regarding the action steps taken by the ARTS MPO to continue its participation in local and regional air quality initiatives within the Augusta-Richmond County, GA-SC Metro area.

BACKGROUND:

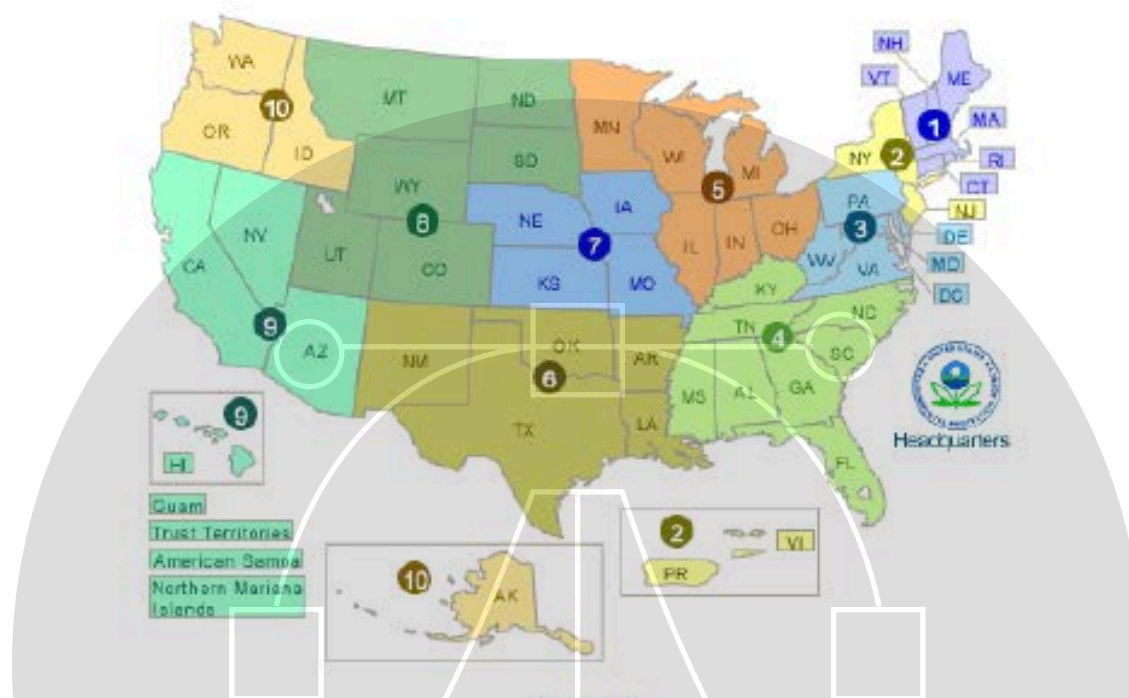
Brief History of the Environmental Protection Agency (EPA)

The United States (U.S.) Environmental Protection Agency (EPA) is an organization that serves to protect human health and the environment for cities across America. The U.S. Environmental Protection Agency (EPA) was established on July 9, 1970, by the U.S. Federal Government, and first began its operation on December 2, 1970. According to the U.S. EPA, the actions that led to the creation of its organization were due to the wake of elevated concerns about environmental pollution across the United States during the 1960s.

Since the inception of the EPA in the 1970s, the agency has continued working to ensure that Americans live in the best possible communities by establishing environmental policies that help protect human health and the environment from environmental risks. To accomplish this mission, the EPA develops and enforces environmental regulations of states and tribes in the U.S. must follow in order to meet environmental guidelines. In addition, the EPA also provides grant programs to state, non-profits, and educational institutions while studying environmental issues and sponsoring partnerships. Over the years, the EPA has introduced additional federal programs, such as the Advance Program, in order to assist states, tribes, and local governments that want to take proactive steps to promote local actions to reduce air pollution.

Currently, the EPA has over thirteen headquarter offices in the United States, as well as numerous regional offices. According to the EPA, each of its office headquarters and regional offices is responsible for the execution of EPA programs within the states and territories they oversee. Figure 1, below, provides a map that highlights the location of all ten regional offices of the EPA.

Figure 1: Location of Environmental Protection Agency (EPA) Regional Offices in the U.S



Source: EPA

ENVIRONMENTAL PROTECTION AGENCY (EPA) ADVANCE PROGRAM:

What is the Environmental Protection Agency (EPA) Advance Program and What purpose does it serve for States, Tribes, and Local Governments in the U.S.

As mentioned earlier in this report, the Advance Program is one of many programs introduced by the EPA in order to support states, tribes, and local governments in the U.S. that want to take proactive steps to keep their air clean by promoting local actions to reduce ozone and /or fine particle pollution. The purpose of the Advance program is to promote local air quality incentives across cities in the U.S. that are within areas classified as attainment (local areas that have met the EPA standards of air quality) in order to ensure that those environments continue to maintain the National Ambient Air Quality Standards (NAAQS).

Which cities or state territories across the U.S. are currently participating in the EPA Advance Program

According to the EPA, there are currently 39 areas in the U.S., which are actively participating in the EPA Advance Program. [Figure 2](#), below, provides a map that displays the locations of the participating areas throughout the U.S. [Table 1](#), on page 4, provides a list of all EPA Advance Program Participants throughout the U.S. In 2021, the ARTS MPO became a participant in the EPA Advance Program.

Figure 2: EPA Advance Program Areas- 2022

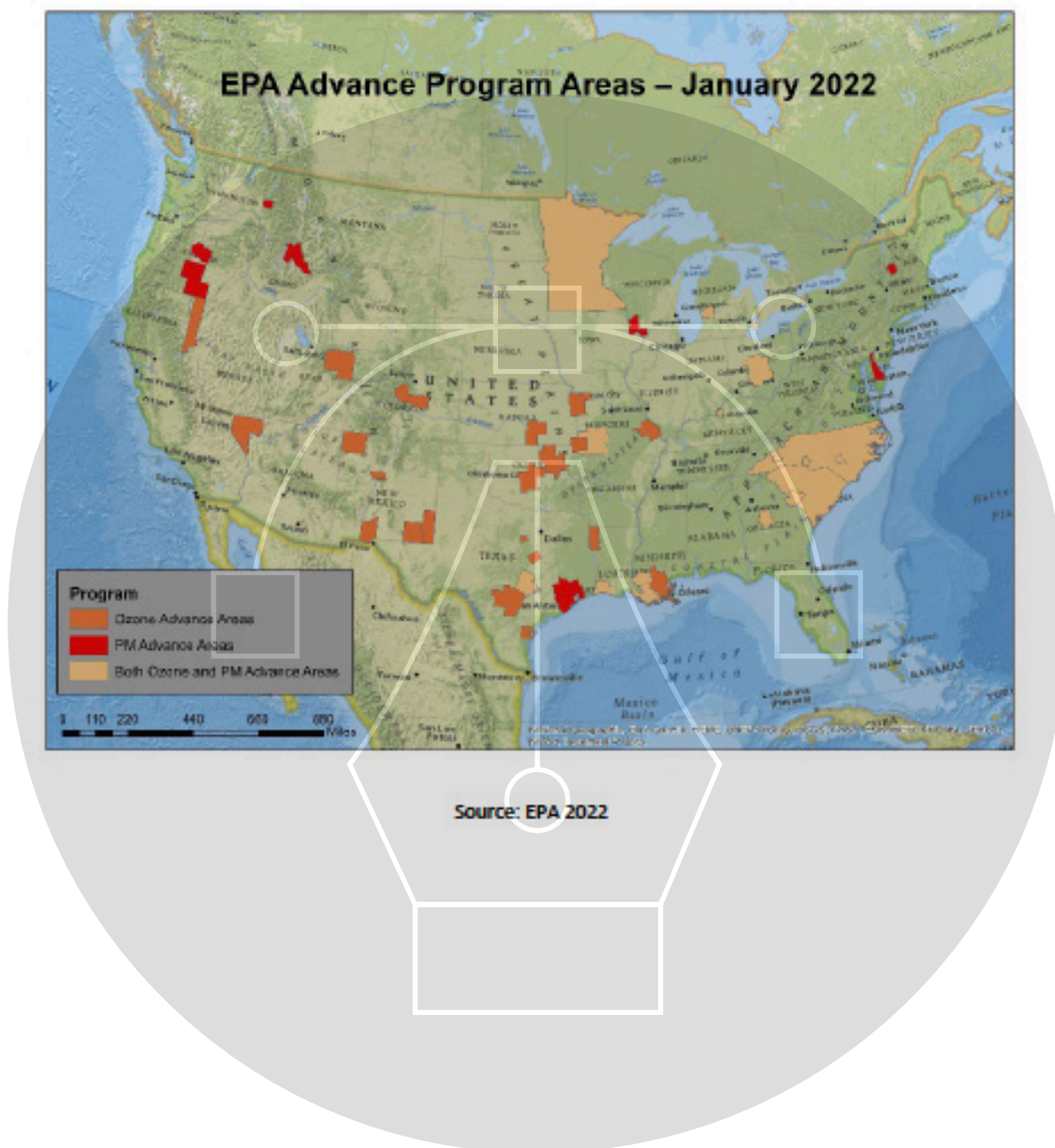


Table 1: EPA Advance Program Participants

State	City	Type of Advance Area
Delaware	Entire State	PM Advance
Georgia	City of Augusta	Ozone and PM Advance
Georgia	Middle Georgia (Macon)	Ozone and PM Advance
Idaho	St. Maries	Ozone Advance
Idaho	Salmon, Idaho	PM Advance
Iowa	Dubuque, Iowa	PM Advance
Kentucky	Jefferson County (Louisville)	Ozone and PM Advance
Louisiana	Baton Rouge, Louisiana	Ozone and PM Advance
Louisiana	New Orleans, Louisiana	Ozone Advance
Louisiana	Shreveport, Louisiana	Ozone Advance
Louisiana	South Central (Houma-Thibodaux)	Ozone and PM Advance
Louisiana	Southwest (Lake Charles)	Ozone and PM Advance
Minnesota	Entire State	Ozone and PM Advance
Missouri	Four State Region (broader Joplin area MO/KS/OK)	Ozone Advance
Missouri	Kansas City MO/KS	Ozone Advance
Missouri	Southeast Missouri	Ozone Advance
Nevada	Clark County	Ozone Advance
Nevada	Washoe County	Ozone Advance
New Mexico	Dona Ana County (partial)	Ozone Advance
New Mexico	Eddy County	Ozone Advance
New Mexico	Lea County	Ozone Advance
New Mexico	San Juan County	Ozone Advance
North Carolina	Cumberland County	Ozone Advance
North Carolina	Mecklenburg County	Ozone Advance
North Carolina	Entire State	Ozone and PM Advance
Ohio	Columbus	Ozone and PM Advance
Ohio	Dayton	Ozone Advance
Oklahoma	Oklahoma City	Ozone Advance
Oklahoma	Tulsa	Ozone Advance
Oregon	Lakeview	PM Advance
Oregon	Prineville	PM Advance
South Carolina	Catawba Indian Nation	Ozone and PM Advance
South Carolina	Entire State	Ozone and PM Advance
Texas	Austin	Ozone Advance
Texas	Corpus Christi	Ozone Advance
Texas	Hood County	Ozone Advance
Texas	Houston	PM Advance
Texas	San Antonio	Ozone Advance
Utah	Uinta Basin	Ozone Advance
Vermont	Rutland	PM Advance

Source: Environmental Protection Agency - 2023

Participation, Eligibility, Requirements to be a partner of the EPA Advance Program

Eligibility Criteria

Currently, there are two programs offered by the EPA's Advance Program; Ozone and Particulate Matter (PM). The following information below provides details on the eligibility criteria for the EPA's Advance Program; Ozone Advance and Particulate Matter (PM) Advance.

Ozone and Particulate Matter (PM) Advance Program - Eligibility Criteria

According to the EPA, states, tribal, and/or local governments can be eligible to participate in the EPA's Ozone and PM Advance Program if they meet the following criteria;

- Must not be a designated nonattainment territory for an Ozone or Particulate Matter (PM) National Ambient Air Quality Standard (NAAQS).
- Be able to identify the air monitors that reflect the air quality in their selected area.
- States' reporting obligations for the National Emissions Inventory must be met prior to an area joining Ozone Advance.

For more information, please visit the EPA Advance Program webpage; <https://www.epa.gov/advance>

Participation

States, tribal or local governments that fall in with the eligibility criteria to participate in the EPA Ozone and PM Advance Programs, can request a recommendation to the EPA for consideration to be a member of the Advance Program by providing the following information;

- A sign-up letter request to be a participant of the Advance program that is to be signed by the state, Tribal and local officials within the authority to implement the program and assist in leveraging staff and program funds as needed.

Requirements

According to the EPA, the following bullet points list below are the requirements for joining the Advance Program;

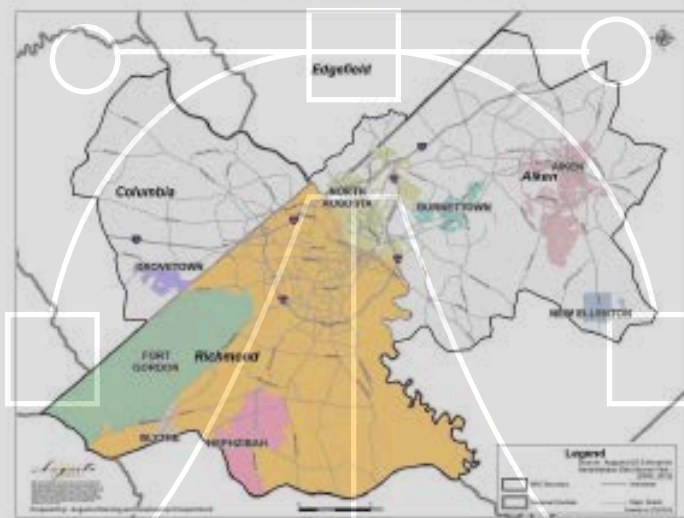
1. Identify your lead governmental organization(s).
 - Identify geographic area and jurisdictions covered by your program.
 - Indicate if joining Ozone Advance, PM Advance, or both.
 - Identify the federal air quality monitor(s) for ozone and/or PM2.5 in the area.
 - Certify that your state has provided a submission to the most recent update of the National Emission Inventory
2. Conduct stakeholder meetings and identify priority emission reduction actions to include in your plan.
3. Within one year, submit the initial "Path Forward" plan for the area, in consultation with EPA.
4. Provide an annual Advance plan revision.
 - Review progress made under most recent plan.
 - Provide updated plan and proposed new actions for the next year.

OVERVIEW OF THE ARTS MPO and ITS CURRENT AIR QUALITY:

Background of ARTS MPO Area

The Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO) is an organization that is designated by the State government (State of Georgia) to serve as a policy board within a metropolitan geographic area, that is appointed as a transportation management area, and is responsible for the transportation planning for Augusta GA., - Aiken, South Carolina Metropolitan Area. The ARTS MPO area is comprised of four counties; Richmond County, Columbia County, Edgefield County, and Aiken County (See Figure 1). The map in [Figure 3](#) shows the boundaries and names of each of the county areas within the ARTS MPO area. The map also depicts the names of all the cities found within the Augusta metropolitan area.

Figure 3. Map of ARTS Area

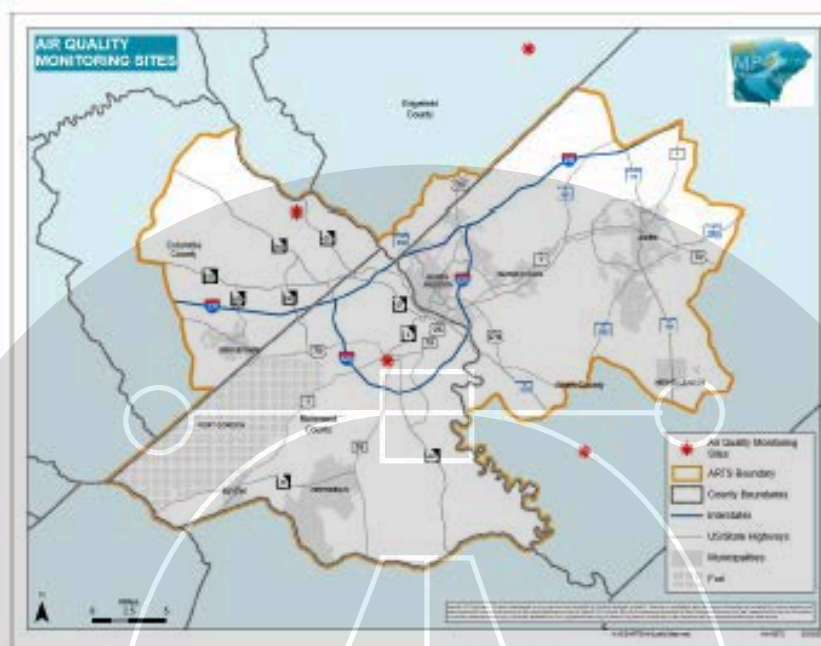


Source: ARTS

Air Quality Outdoor Monitoring Site Systems in the ARTS MPO area

The map diagram provided in [Figure 4](#), on the following page, displays the site area of the ARTS MPO boundary that features on-site and off-site locations of air quality monitoring systems. [Table 2](#) presented below provides details about the area locations of existing air quality monitoring sites within the county regions of the ARTS metropolitan planning area. According to the information provided in [Table 2](#) and the site area map displayed in [Figure 4](#), there are currently two air quality monitoring sites located within the ARTS MPO area; Richmond and Columbia Georgia. The red asterisk "*" symbols featured on the map in [Figure 4](#) represent the current locations of air quality outdoor monitoring systems that are adjacent to or within the ARTS MPO area boundary.

Figure 4. Map of ARTS MPO Boundary with Air Quality Monitoring Sites



Source: ARTS and Environmental Protection Division (EPD)

Table 2: Current Air Quality Monitoring Sites in the ARTS MPO Area

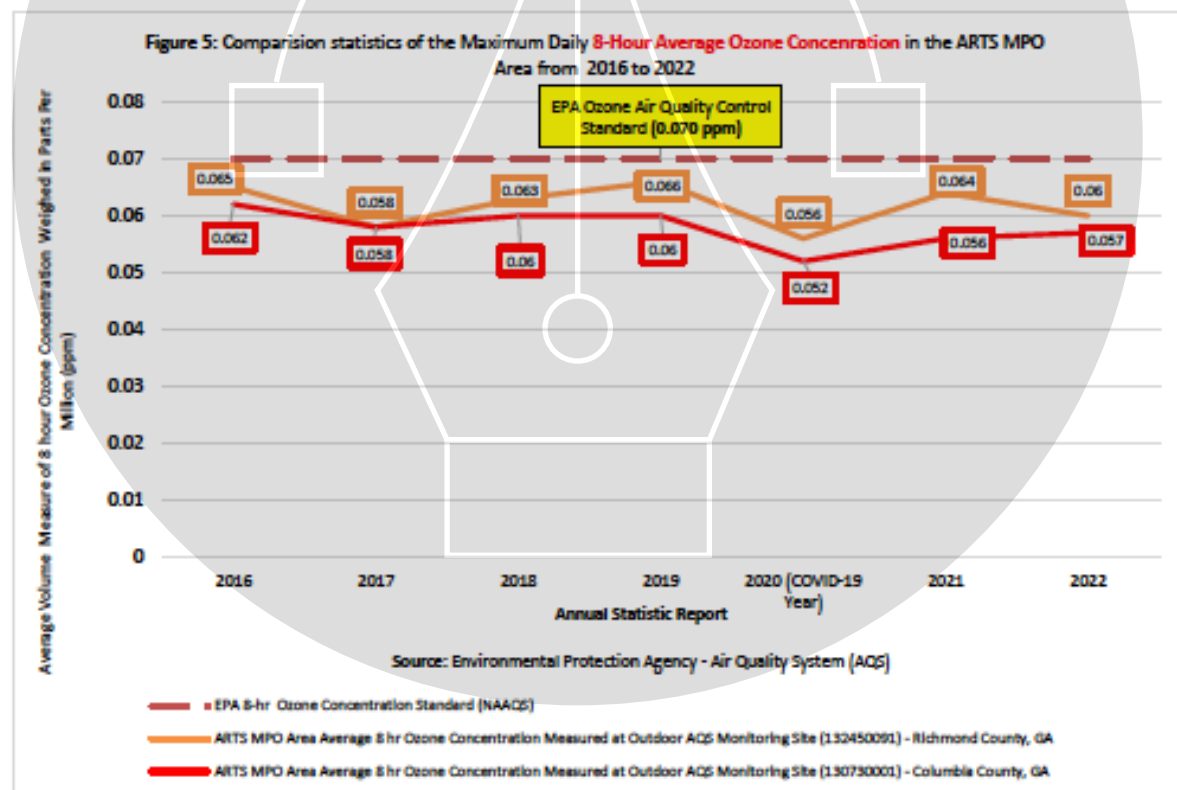
Air Monitor Location Area	Site ID	Site Name	Type of Air Monitoring	Street Address	Within the MPO Boundary
Richmond County, GA	132450091	Augusta Bungalow Road site	Ozone and PM	2216 Bungalow Rd, Augusta GA	Yes
Columbia County, GA	130730001	Our Evans site	Ozone	4431 Hardy McManus Road, Evans GA	Yes
Aiken County, SC	450030003	Jackson Middle School	Ozone	8217 Atomic Road (Indian Drive-School)	No
Edgefield County, SC	450370001	Trenton	Ozone	660 Woodyard Road (Hwy 121)	No

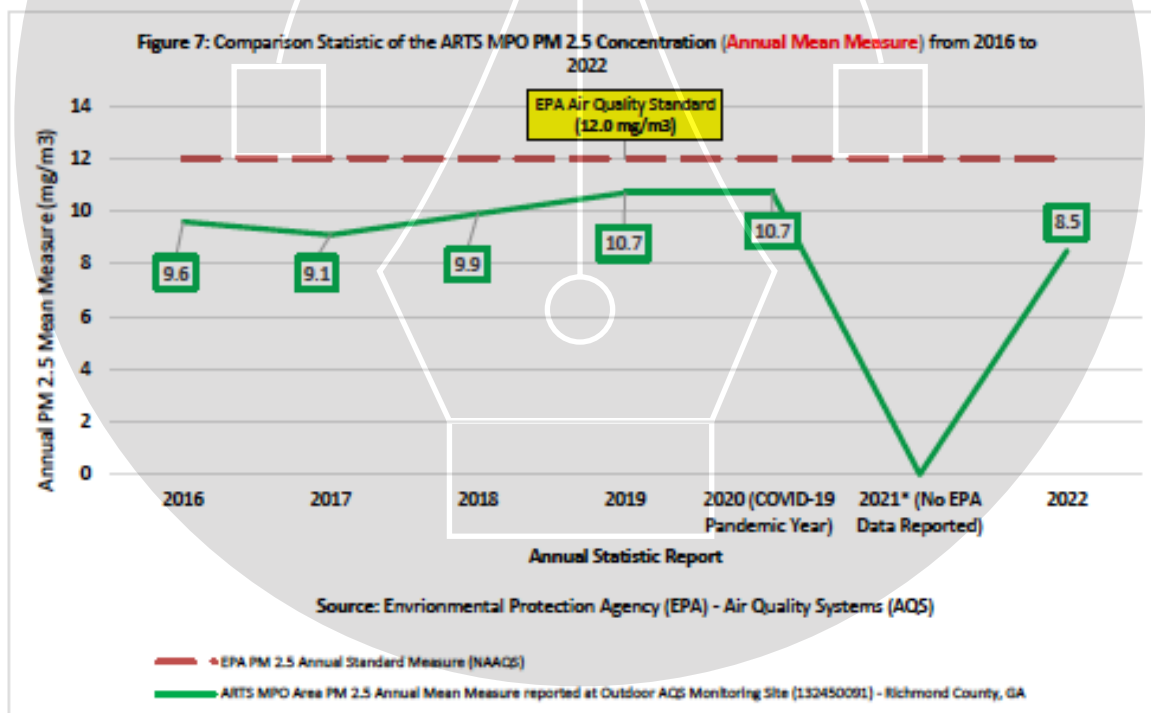
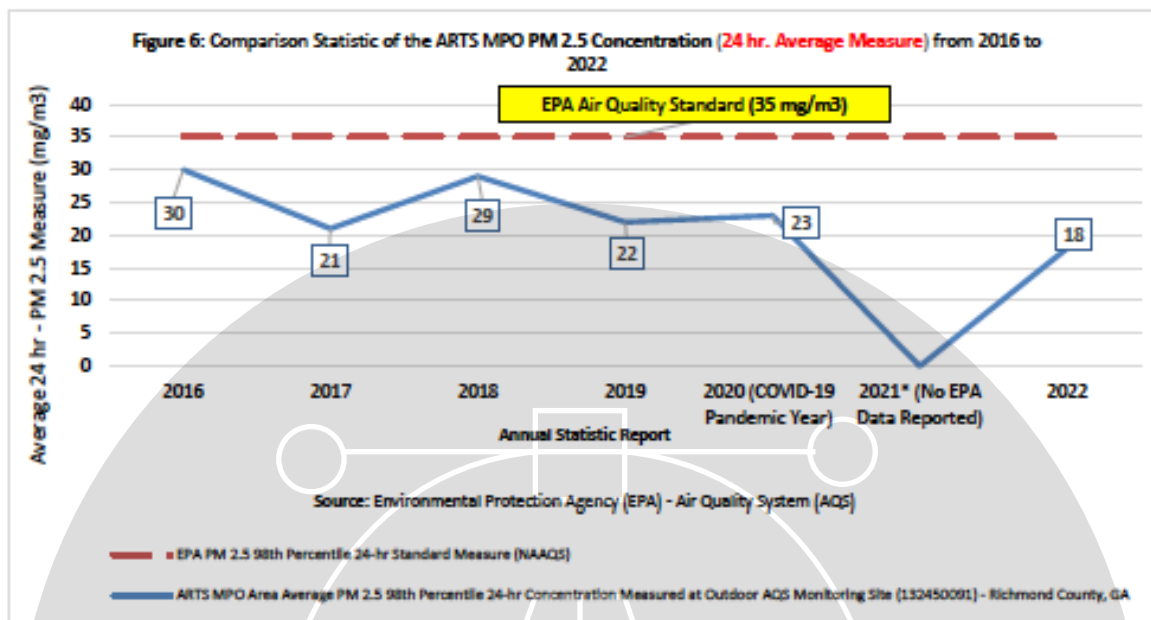
Source: South Carolina Air Monitoring Network & State of Georgia Air Protection Branch

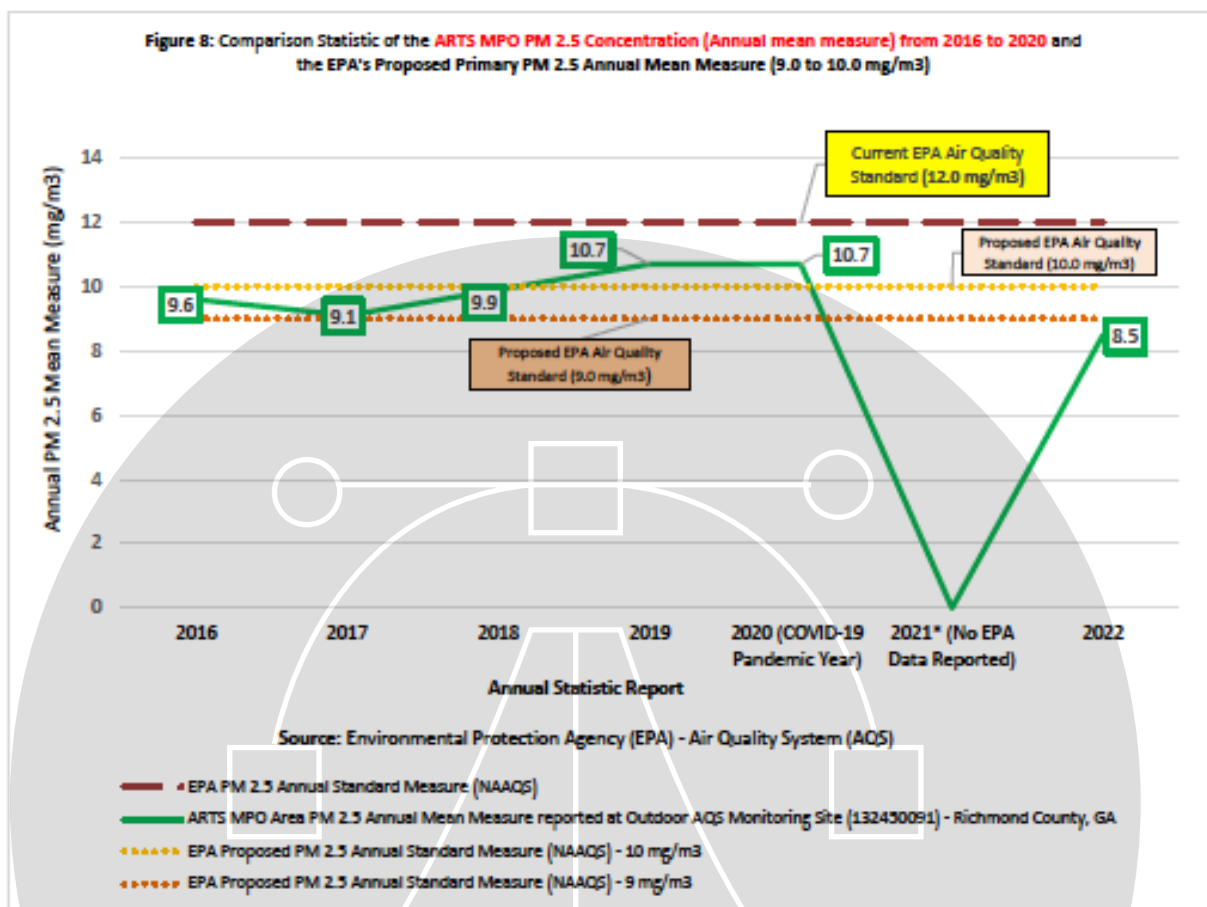
ARTS MPO Area's Current Ozone and Particulate Matter Pollution Condition Levels

Figure 5 to Figure 8, presented below on the following pages, pages 8 to 10, provide graphs that show a series of air quality statistics, which compares the levels of outdoor ozone and particulate matter emission concentration in the ARTS MPO area that have been monitored between the year 2016 and 2022. The statistics of outdoor air pollution (ozone and particulate matter) represented in the graphs were collected from the Environmental Protection Agency (EPA)'s Air Quality System (AQS) database. The graph shown in Figure 5 presents a series of air quality data, displayed horizontally along the red and orange drawn curve lines, which reflect annual levels of ozone pollution concentration in the ARTS MPO area which have been monitored yearly by the EPA through air quality monitoring systems. The numerical values that are shown for each year on the graph are represented as mass per unit volume (parts per million) measures. Each of the yearly measurement values presented reflects the maximum daily 8-hour average concentration of ozone pollution found to be present in the ARTS area.

The graphs in Figure 6 and Figure 7 display statistical information which describe the air quality condition of particulate matter (PM) pollution level in the ARTS MPO area that has been monitored year-to-year respectively under a 24-hour period and 12-month cycle. The PM 2.5 24-hour concentration figures and PM 2.5 annual mean measures, as shown in Figure 6 and Figure 7 respectively, are measured at a mass per unit volume of a milligram per cubic meter. The graph in Figure 8 illustrates the trend of annual PM 2.5 pollution measures reported yearly within the ARTS area in comparison to the EPA's 2023 proposed PM 2.5 annual mean standards.







FINDING:

Based on the latest EPA air quality outdoor statistic reports presented in [Figure 5](#), [Figure 6](#), and [Figure 7](#), the trend data of the yearly ozone and particulate matter (PM 2.5) concentration averages show that the ARTS MPO area has continued to maintain a level of air quality that meets the EPA's standard levels (NAAQS) of air pollution attainment. Looking back at the ARTS MPO area's most recent outdoor air quality five-year statistic reports between the years 2016 to 2022, the yearly monitoring reports show that the ARTS area's current levels of ozone and particulate matter (PM 2.5) pollution have not exceeded the EPA's current National Ambient Air Quality Standards (NAAQS). In 2021, the EPA did not report an annual statistic measure for particulate matter (PM 2.5) concentration in Richmond County, Georgia. As a result, no statistical data was provided for the ARTS MPO area in 2021. The EPA plans to release an official statistic ozone and particulate matter report in May of 2023.

In 2023, the EPA announced its proposed decision to revise the primary annual PM 2.5 mean standard from its current level of 12.0 mg/m3 to within the range of 9.0 to 10 mg/m3. Currently, the ARTS area's most recent particulate matter (PM 2.5) pollution level is reported by the EPA to be within the current PM 2.5 NAAQS standard (12.0 mg/m3) as of 2022. The graph in [Figure 8](#) illustrates the trend of the ARTS MPO's annual PM 2.5

pollution measures in comparison to the EPA's 2023 proposed PM 2.5 annual mean standards. According to the most recent air quality statistic annual monitoring report that was released officially by the EPA on May 1, 2023, the EPA reported that the annual mean measure of particulate matter (PM 2.5) emission level in the ARTS MPO area was weighed at an estimate of 8.5 mg/m³, below the EPA's proposed PM 2.5 annual mean standards (9.0 to 10 mg/m³).

ACTION STEPS TAKEN BY THE ARTS MPO TO ADDRESS AIR QUALITY:

On February of 2021, the ARTS MPO was accepted by the EPA as a partner of its Advance Program. Prior to becoming a participant of the EPA Advance Program, the ARTS MPO had continuously worked with its regional stakeholders and the public to construct strategic planning approaches in order to address the needs of transportation improvement within its regional area and form solutions that would help to reduce transportation-related air pollution. Examples of these activities include the ARTS MPO Metropolitan Transportation Plan, Congestion Management Process Study, Bike and Pedestrian Plan Study, and Traffic Crash Study Reports.

As of 2023, the ARTS MPO is currently a participant in the EPA Advance Program. Since becoming a participant of the Environmental Protection Agency (EPA) Advance Program, the ARTS MPO has continued to work collaboratively with its area stakeholders and advocacy groups to identify air quality control measure initiatives that would help to reduce air pollution and improve the quality of life for communities throughout its regional area.

As of 2023, the most recent initiatives and activities the ARTS MPO has been involved with to support the advocacy of local air quality control measures were the following;

- Development of an EPA Path Forward Report which addresses the Current Conditions of Air Quality (Ozone & Particulate Matter) in the ARTS Area and initiatives undertaken by the ARTS local partners to address the issues of its emission levels
- Explore the Deployment of Electric Transit Bus Vehicles

CONCLUSION:

As the ongoing issues of air quality continue to play an important role in the practice of local and regional city planning in the U.S., the ARTS MPO, in retrospect, will continue to play a role in improving the quality of clean air for local communities within its metropolitan planning area by helping to implement local and regional air quality initiatives and keep its local stakeholders informed about air quality issues. In addition, the ARTS MPO will also continue to participate in air quality training and webinar sessions in order to keep its staff up-to-date on EPA air quality regulations and best practices. The overall goal of the ARTS MPO's efforts of improving its region's air quality is to protect the environmental sustainability of its regional areas from the adverse impacts that would threaten the quality of life, such as air pollution, for its local communities.



Commission Meeting

August 15, 2023

Zoning Signs

Department:	N/A
Presenter:	N/A
Caption:	Direct Planning and Zoning to increase the size of rezoning/zoning signs. (Requested by Commissioner Mason)
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



Commission Meeting

August 15, 2023

Approval of Developmental Associates for Executive Search Services for Administrators Position

Department:	Human Resources Department
Presenter:	Anita Rookard, Director
Caption:	Motion to approve RFP 23-850 Professional Services for Executive Recruiting Services to Developmental Associates, LLC in the amount of \$31,750. (Approved by Administrative Services Committee August 8, 2023)
Background:	At the Commission meeting held on Tuesday, June 29, 2023, the Augusta, Georgia Commission approved starting a southeastern regional search for an Administrator using the previous process and using an outside firm.
Analysis:	RFP item 23-850 was let by the Procurement Department with 10 firms responding. Of the 10 firms, 9 firms were compliant and were evaluated utilizing the guidelines in the Procurement Code. Developmental Associates was the firm with the highest score. Contract negotiations were initiated, and a draft contract was agreed upon pending Commissions approval.
Financial Impact:	The fees for the services is \$31,750.00 to include recruitment expenses of \$10,000 and Advertising Expenses in the amount of \$2,500.00. Additional servicers requested will negotiated with a base a rate of \$250.00/hr.
Alternatives:	Do not approve – Rebid
Recommendation:	Approve award to Developmental Association, LLC penning approval of the contract by Commission and execution of the contract by the Mayor. 101-01-5510 / 5212999
Funds are available in the following accounts:	
<u>REVIEWED AND APPROVED BY:</u>	N/A



AGREEMENT

THIS AGREEMENT (Agreement”) is made and entered into this ____ day of August 2023 by and between the **Augusta, Georgia** hereinafter referred to as the "City", Party of the first part, and **DEVELOPMENTAL ASSOCIATES, L.L.C.** hereinafter referred to as "Consultant", Party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the Parties hereto, the Consultant hereby agree to perform, and City agrees to compensate Consultant for, all necessary professional consultant services to provide Recruitment, Screening, and Assessment Processes for the Position of City Administrator, as described in the proposal dated July 20, 2023 (RFP 23-850 Professional Services for Executive Recruiting Services), which is attached hereto and incorporated by reference herein (the “Proposal”), and upon the terms and conditions hereinafter provided:

1. That written Proposal is attached hereto and hereby made a part of this Agreement (“Proposal”) and the services described in the Proposal are hereinafter referred to as "Scope of Services;" provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the Parties to take account of the date, if any, by which this Agreement is executed by both Parties.
2. Consultant shall prepare and present to the City a written summary of at least twelve (12) candidates with the most promising qualifications and experience. Consultant shall assist the City in evaluating these candidates and further identifying the top seven (7) candidates for serious consideration and interviews.
3. Consultant’s compensation for the services outlined in the Scope of Services shall be \$31,750 for the recruitment, screening, and assessment process for City Administrator.

In addition to the foregoing compensation, the City may elect to (i) administer and analyze the EQi Assessment instrument for up to seven (7) candidates at a cost payable to Consultant of \$250 per candidate or a total cost of \$1250 payable to Consultant; and (ii) to provide coaching to the successful candidate and any internal candidate at a cost payable to Consultant of \$250 per candidate.

Litigation support, expert witness testimony, and depositions would be billed at an hourly rate of \$250 per hour unless Developmental Associates is responsible for losing a grievance or legal case. In that event, there would be no charge for litigation support.

4. Consultant shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City. Consultant's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Consultant for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
5. If any items in any invoices submitted by the Consultant are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify Consultant of the dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.
6. The Consultant assume full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Consultant's employees engaged in the performance of work under this contract. In addition, the Consultant agree to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Consultant be responsible for payment of any taxes relating to the City's income.
7. Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.
8. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.
9. Should any part of this contract be declared unenforceable, all remaining sections shall remain in effect.
10. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Georgia. Venue for any legal action resulting from this Agreement shall lie in Richmond County, Georgia.

11. Consultant hereby covenant and agree that they will not discriminate, with reference to work to be performed pursuant hereto, against any employee or applicants because of age, race, color, religion, sex, disability, sexual orientation, genetic information or national origin.
12. All data, materials, documents, notes, memoranda, intellectual property, and other information provided or disclosed by Consultant to City, or otherwise used by Consultant to provide or perform any Scope of Services, in connection with this Agreement shall be owned solely and exclusively by Consultant and shall constitute the confidential and proprietary information of Consultant for all purposes hereunder (all the foregoing, collectively, "Consultant's Confidential Information"). The City (i) shall neither copy, nor disclose nor distribute to any third party, any of Consultant's Confidential Information without Consultant's prior written consent and (ii) shall not use any such Consultant's Confidential Information, except to the extent permitted hereunder. The City's obligations under this Section 11 shall survive any termination or expiration of this Agreement, and promptly after any such termination or expiration, or upon any request by Consultant, the City shall return to Consultant all such Consultant's Confidential Information and all copies thereof. In no event shall the City acquire any ownership or other rights in any Consultant's Confidential Information, whether by implication or otherwise, except to the extent expressly set forth herein. Subject to the foregoing in this Section 11, Consultant shall make available to the City all data, notes and memoranda completed during the Scope of Services and upon completion of the services will forward to the City the results of the Scope of Services for its use.
13. This Agreement may be terminated by either party at any time and for any reason upon seven (7) days' prior written notice. Upon termination Consultant shall be entitled to payment only for the actual cost of the work completed in conformity with this Agreement and any other costs actually incurred as are permitted by this Agreement.
14. All claims, disputes, and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Georgia.
15. Consultant agrees, on behalf of City, to comply with the requirements of the Fair Credit Reporting Act. Consultant agrees to give notice to and obtain written authorization from every applicant prior to conducting any background investigation on said applicant.
16. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each to be considered as an original by their authorized representative, this

_____ day of _____, 2023.

CONTRACTOR

AUGUSTA, GEORGIA

By: _____

By: _____

Name: _____

Name: Garnett L. Johnson

Title: Chief Executive Officer

Title: Mayor

ATTEST:

ATTEST:

By: _____

By: _____

Name: Lena Bonner

Title: Clerk of Commission

Request for Proposals

Request for Proposals will be received at this office until **Thursday, July 20, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 884 7363 7297; Passcode: 001891 for furnishing**

RFP Item # 23-850 Professional Services for Executive Recruiting Services for Augusta, GA – Human Resources Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

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, July 19, 2023, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP 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 request for proposal 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 waivable 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 RFP number on the outside of the envelope.

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.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle July 7, 9, 13, 18, 2023
Metro Courier July 13, 2023


Revised: 3/22/21




**RFP Item # 23-850 Professional Services for Executive Recruiting Services
for Augusta, GA – Human Resources Department
RFP Due: Thursday, July 20, 2023 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 15
Total Number Specifications Download (Demandstar): 259
Total Electronic Notifications (Demandstar): 12
Georgia Procurement Registry: 1978
Total packages submitted: 10
Total Noncompliant: ?**

VENDORS	Attachment "B"	E-Verify #	Save Form	Original	7 Copies	Fee Proposal
Stephen Straus Developmental Associates, LLC 510 Meadomont Village Circle, #299 Chapel Hill, NC 27517	Yes	1308972	Yes	Yes	Yes	Yes
Kasey Crowe Baker Tilly US, LLP 205 N. Michigan Avenue, 29th Fl Chicago, IL 60601-5927	Yes	375667	Yes	Yes	Yes	Yes
Sam Faragalla Sunshine Enterprise USA 500 Winderley Place Suite 218 Maitland, FL 32751	Yes	1275136	Yes	Yes	Yes	Yes
S. Renee Narloch & Associates 2910 Kerry Forest Pkwy, D4-242 Tallahassee, FL 32309	Yes	811533	Yes	Yes	Yes	Yes
Melani Sepulveda Vega Raftelis Financial Consultants, Inc. 19 Garfield Place, Suite 500 Cincinnati, OH 45202	Yes	266589	Yes	Yes	Yes	Yes
Tiffany Simkins Russell Dover Staffing Parkway Atlanta, GA 30339	Yes	69364	Yes	Yes	Yes	Yes
Tonya Hood Corporate Temps, Inc. 5950 Live Oak Parkway, Suite 230 Norcross, GA 30093	Yes	121762	Yes	Yes	Yes	Yes
William Russell Wesson PFHI Group, LLC 1271 Washington Ave., STE 811 San Leandro, CA 94577	Yes	Exempt	Yes	Yes	Yes	Yes
Loop Recruiting, LLC 972 Broad Street Augusta, GA 30901	Yes	1640930	Yes	Yes	Yes	Yes
PeopleLift www.peoplereflect.com	No Non-Compliant	No	No	Yes	Yes	Yes

<div></div> <div>Evaluation Sheet RFQ Item #23-850 PG 1 of 2 PROFESSIONAL SERVICES for EXECUTIVE RECRUITING SERVICES for Augusta, GA – Human Resources Department RFQ Evaluation Date: Wednesday, July 26, 2023 @ 3:00 p.m.</div>												
Vendors			Developmental Associates 510 Meadoumont Villiage Circle, #299 Chapel Hill, NC 27517	Baker Tilly US, LLP 205 N. Michigan Avenue, 29th Fl Chicago, IL 60601-5927	Sunshine Enterprise USA 500 Winderley Place Suite 218 Maitland, FL 32751	S. Renee Narloch & Associates 2910 Kerry Forest Pkwy, D4-242 Tallahassee, FL 32309	Raftelis Financial Consultants, Inc. 19 Garfield Place, Suite 500 Cincinnati, OH 45202	Tiffany Simkins Russell DoverStaffing Parkway Atlanta, GA 30339	Corporate Temps, Inc. 5950 Live Oak Parkway, Suite 230 Norcross, GA 30093	Loop Recruiting, LLC 972 Broad Street Augusta, GA 30901	PFHI Group, LLC 1271 Washington Ave., STE 811 San Leandro, CA 94577	PeopleLift www.peolplelift.com
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)									
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience		(0-5)	25	4.3	4.0	3.6	4.3	4.0	3.5	3.6	3.9	3.4
3. Timeline		(0-5)	25	4.3	4.0	3.3	3.6	3.8	3.8	3.3	3.3	3.4
4. Strategy of Services		(0-5)	20	4.3	3.9	3.5	3.9	4.0	3.5	3.1	3.5	3.1
5. Scope of Servicers Provide a scope of services and a proposed outline of tasks, products and schedules. Also, identify the extent of City personnel involvement deemed necessary, including key decision points at each stage of the project. Major proposed deviations from the desired scope of services outlined above should be clearly noted and justified.		(0-5)	20	4.5	4.1	3.9	4.0	4.1	3.6	2.8	3.1	3.1
6. Consulting Staff		(0-5)	5	4.4	4.4	4.1	4.0	4.3	3.8	3.8	3.8	3.8
7. References		(0-5)	5	4.8	4.4	3.5	3.4	3.4	3.0	2.8	3.5	2.9
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 500)				28.0	28.0	26.0	26.0	26.0	26.0	23.0	25.0	25.0
Internal Use Only												
Evaluator: _____Cumulative_____ Date: _____7/26/2023_____ Page 1 of 2												
Procurement DepartmentRepresentative:_____Nancy Williams_____												
Procurement Department Completion Date: _____7/26/23_____												

<div></div> <div>Evaluation Sheet RFQ Item #23-850 PG 2 of 2 PROFESSIONAL SERVICES for EXECUTIVE RECRUITING SERVICES for Augusta, GA – Human Resources Department RFQ Evaluation Date: Wednesday, July 26, 2023 @ 3:00 p.m.</div>										
Vendors	Developmental Associates 510 Meadoumont Villiage Circle, #299 Chapel Hill, NC 27517	Baker Tilly US, LLP 205 N. Michigan Avenue, 29th Fl Chicago, IL 60601-5927	Sunshine Enterprise USA 500 Winderley Place Suite 218 Maitland, FL 32751	S. Renee Narloch & Associates 2910 Kerry Forest Pkwy, D4-242 Tallahassee, FL 32309	Raftelis Financial Consultants, Inc. 19 Garfield Place, Suite 500 Cincinnati, OH 45202	Tiffany Simkins Russell DoverStaffing Parkway Atlanta, GA 30339	Corporate Temps, Inc. 5950 Live Oak Parkway, Suite 230 Norcross, GA 30093	Loop Recruiting, LLC 972 Broad Street Augusta, GA 30901	PFHI Group, LLC 1271 Washington Ave., STE 811 San Leandro, CA 94577	PeopleLift www.peoplelift.com
Evaluation Criteria	Weighted Scores									
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	106.3	100.0	90.6	106.3	100.0	87.5	90.6	96.9	84.4	
3. Timeline	106.3	100.0	81.3	90.6	93.8	93.8	81.3	81.3	84.4	
4. Strategy of Services	85.0	77.5	70.0	77.5	80.0	70.0	62.5	70.0	62.5	
5. Scope of Services Provide a scope of services and a proposed outline of tasks, products and schedules. Also, identify the extent of City personnel involvement deemed necessary, including key decision points at each stage of the project. Major proposed deviations from the desired scope of services outlined above	90.0	82.5	77.5	80.0	82.5	72.5	55.0	62.5	62.5	
6. Consulting Staff	21.9	21.9	20.6	20.0	21.3	18.8	18.8	18.8	18.8	
7. References	23.8	21.9	17.5	16.9	17.2	15.0	13.8	17.5	14.4	
	433.1	403.8	357.5	391.3	394.7	357.5	321.9	346.9	326.9	
Internal Use Only										
Evaluator: _____ Cumulative _____ Date: _____7/26/2023_____ Page 2 of 2										
Procurement Department Representative: _____Nancy Williams_____										
Procurement Department Completion Date: _____										

**GOV HR USA
630 DUNDEE RD SUITE 130
NORTHBROOK, IL 60062**

**RALPH ANDERSEN & ASSOCIATES
5800 STANFORD RANCH RD.
SUITE 410
ROCKLIN, CA 95765**

**SLAVIN MANAGEMENT
CONSULTANTS
3040 HOLCOMB BRIDGE ROAD
NORCROSS, GA 30071**

**RAFTELIS FINANCIAL
CONSULTANTS
341 N. MAITLAND AVE. RM. 300
MAITLAND, FL 32751**

**MANAGEMENT PARTNERS INC.
1730 MADISON RD.
CINCINNATI, OH 45206**

**BAKER TILLY US LLP
380 JACKSON ST. SUITE 300
SAINT PAUL, MN 55101**

**MERCER GROUP INC.
5579 CHAMBLEE DUNWOODY RD
STE B,
ATLANTA, GA 30338**

**POLIHIRE
1875 CONNECTICUT AVE. NW
10TH FL.
WASHINGTON, DC 20009**

**S. RENEE NARLOCH & ASSOCIATES
2910 KERRY FOREST PKWY D4
TALLAHASSEE, FL 32309**

**FGP INT'L
15 BRENDAN WAY, 3140
GREENVILLE, SC 29615**

**CRAWFORD THOMAS RECRUITING
429 S. KELLER RD
ORLANDO, FL 32810**

**LOOP RECRUITING
972 BROAD ST.
AUGUSTA, GA 30901**

**STEPHEN K. STRAUS, PHD
DEVELOPMENTAL ASSOCIATES LLC
8125 KENNEBEC DR.
CHAPEL HILL, NC 27517**

**MAU WORKFORCE SOLUTIONS
501 GREENE ST.
AUGUSTA, GA 30901**

**DEVELOPMENTAL ASSOCIATES LLC
510 MEADOWMONT VILLAGE
CIRCLE #299
CHAPEL HILL, NC 27517**

**ANITA ROOKARD
HUMAN RESOURCE**

**PHYLLIS JOHNSON
COMPLIANCE**

**RFP Item # 23-850 Professional
Services for Executive Recruiting
Services for Augusta, GA – Human
Resources Department
DUE: THURS. 07/20/23 AT 11:00AM**

**RFP Item # 23-850 Professional
Services for Executive Recruiting
Services for Augusta, GA – Human
Resources Department
MAIL: THURS. 07/06/23**

1 of 1

2023-07-07	P...ns, Ebbie		
ZRKG Management, LLC 2023-07-07	cgamble@zrkmanagement.com Gamble, Christopher	N	NOM
Zenith Collective, LLC 2023-07-07	amber@zenithcoll.com House, Amber	N	NOM
Zilo International Group LLC 2023-07-07	MILENA@ZILOINTERNATIONAL.COM ZILO, MILENA	N	NOM
Zoltan Consulting, Inc 2023-07-07	cdaniels@zoltanconsultinginc.com Daniels, Carolyn J	Y	AFA
Zoolch Innovative Systems LLC 2023-07-07	mdamisa@zoolch.com Damisa, Moses	N	NOM
biz assist us llc 2023-07-07	charlisa@bizassistllc.com shelton, charlisa	Y	AFA
cyber sphere llc 2023-07-07	santosh@cysphere.net Kumar, Santosh	N	NOM
cyber sphere llc 2023-07-07	sreekanth@cysphere.net Reddy, Sreekanth		
eLearning Company, Inc. 2023-07-07	thedandyproject@gmail.com Soldatenko, Nicholas	N	NOM
gothamCulture 2023-07-07	chris.cancialosi@gothamculture.com Cancialosi, Christopher	N	NOM
iCloudNexus, Inc. 2023-07-07	shobhan.shah@icloudnexus.com Shah, Shobhan	N	NOM
iLAB, LLC 2023-07-07	katy.tucker@ilabqa.com Tucker, Katy	N	NOM
iLAB, LLC 2023-07-07	meili.vanhull@ilabqa.com Van Hull, Meili		
iLAB, LLC 2023-07-07	us.finance@ilabqa.com Maharaj, Nervasha		
iManagement Solutions LLC 2023-07-07	tdukes@imgtsolutions.com Dukes, Tyrone	N	NOM
jrf consulting services llc 2023-07-07	prodby401j@gmail.com Fears, Joshua	N	NOM
spectrum medical services 2023-07-07	chad@medicalspectrumservices.com godwin, chad	N	NOM
wellness coaches usa 2023-07-07	cdushman@wcusa.com Dushman, Chuck	N	NOM
wellness coaches usa 2023-07-07	mhowe@wellnesscoachesusa.com Howe, Maris		

ETHNIC GROUP	COUNT
African American	124
Asian American	28
Native American	8
Hispanic/Latino	5
Pacific Island/American	4

Non Minority	984
Not Classified	0
Total Number of Vendors	1153
Total Number of Contacts	1978

[PR_bid_email_list](#)

Planholders

Add Supplier

Export To Excel

Supplier (12)

Supplier	Download Date
AP Triton Consulting LLC	07/07/2023
Brown Infrastructure Technologies	07/13/2023
CC Educational Training Services, LLC	07/07/2023
Dodge Data	07/08/2023
Get it Done Landscape Management	07/12/2023
Maxim Healthcare Staffing Services, Inc.	07/09/2023
Office Work Done	07/11/2023
One Stop Staffing Solutions	07/11/2023
Onvia, Inc. - Content Department	07/07/2023
Pierpoint International	07/10/2023
Raftelis Financial Consultants, Inc.	07/08/2023
StartOps, LLC	07/12/2023

Add Supplier

Supplier Details

Supplier Name	AP Triton Consulting LLC
Contact Name	Valerie Erwin
Address	1309 Coffeen Avenue Suite 3178, Sheridan, WY 82801
Email	verwin@aptriton.com
Phone Number	916-692-5510

Remove

Documents

Filename	Type	Action	Item 49.
23-850_RFP	Bid Document / Specifications	View History	

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Commission Meeting

August 15, 2023

Choice Neighborhood Planning Grant

Department:	N/A
Presenter:	N/A
Caption:	Discuss FY2021 Choice Neighborhood Planning Grant. (Requested by Commissioner Bobby Williams)
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



Office of the City Administrator

Odie Donald, II MBA
Administrator

January 18, 2022

Mr. Hawthorne Welcher
Housing Community & Development Director
510 Fenwick Street
Augusta, GA 30901

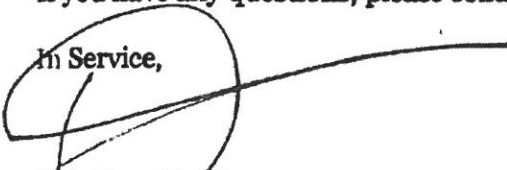
Dear Director Welcher:

At the regular meeting Tuesday, January 18, 2022, The Augusta, Georgia Commission took action on the following:

7. Approved a motion to accept the 2021 CDBG COVID grant from the GA DCA and authorize the Mayor to execute the grant award and required documents. (Approved by Administrative Services Committee January 11, 2022)
9. Approved a motion to approve Augusta, Georgia's receipt of FY2021 Choice Neighborhoods Planning Grant, to include: a) accept FY2021 Choice Neighborhoods Planning Grant; b) authorize a Commission Resolution authorizing the Lead Grantee (Augusta, Georgia's) Chief Executive Officer to sign the HUD form-1044; c) provide Mayor authorization to sign Grant Agreement and related documents d) allow City Administrator to move forward with implementation of recommended usage plan; and e) instruct Finance Department to make necessary budget adjustments to add available funding to FY2022 Budget for immediate use and implementation. (Approved by Administrative Services Committee January 11, 2022)

If you have any questions, please contact me.

In Service,



Odie Donald, II
Administrator

[Ordinance No. 7537.pdf](#)

[Commission calendar attachments.pdf](#)

[ItemApprovalSheet.html](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Sean Frantom	Commissioner Ben Hasan	Passes

9. Motion to approve Augusta, Georgia's receipt of FY2021 Choice Neighborhoods Planning Grant, to include: a) accept FY2021 Choice Neighborhoods Planning Grant; b) authorize a Commission Resolution authorizing the Lead Grantee (Augusta, Georgia's) Chief Executive Officer to sign the HUD form-1044; c) provide Mayor authorization to sign Grant Agreement and related documents d) allow City Administrator to move forward with implementation of recommended usage plan; and e) instruct Finance Department to make necessary budget adjustments to add available funding to FY2022 Budget for immediate use and implementation. (Approved by Administrative Services Committee January 11, 2022)
- Item Action:**
Approved

[2022-11-01 HCD Admin. Services, FY2021 Choice Neighborhood Planning Grant Nexus Agenda Item.docx](#)

[2022-11-01 HCD FY2021 CN Planning Grant Agreement Augusta.pdf](#)

[ItemApprovalSheet.html](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Sean Frantom	Commissioner Ben Hasan	Passes

10. Motion to approve Bid Award No. 22-290 for Central Services Department for Janitorial Services for various locations for the year 2022 in the amount of \$42,784.80 to be performed by JP Logistics Solutions, LLC and Ascential Group, Inc. (Approved by Administrative Services Committee January 11, 2022)
- Item Action:**
Approved

[Janitorial Services Finance BO.pdf](#)



Commission Meeting Agenda

1/18/2022 2:00 PM

Augusta's receipt of FY2021 Choice Neighborhood Planning Grant

Department: Housing & Community Development

Department: Housing & Community Development

Caption: Motion to approve Augusta, Georgia's receipt of FY2021 Choice Neighborhoods Planning Grant, to include: a) accept FY2021 Choice Neighborhoods Planning Grant; b) authorize a Commission Resolution authorizing the Lead Grantee (Augusta, Georgia's) Chief Executive Officer to sign the HUD form-1044; c) provide Mayor authorization to sign Grant Agreement and related documents d) allow City Administrator to move forward with implementation of recommended usage plan; and e) instruct Finance Department to make necessary budget adjustments to add available funding to FY2022 Budget for immediate use and implementation. (Approved by Administrative Services Committee January 11, 2022)

Background: On July 1, 2021, the Augusta Commission authorized the Administrator to pursue the FY2021 Choice Neighborhoods Planning Grant with Augusta, GA as the lead applicant in partnership with the Augusta Housing Authority (AHA), the Augusta Land Bank Authority, the MCG Foundation, and the Augusta Housing and Community Development Authority (HCD) among others. Choice Neighborhood Planning Grants assist communities in developing comprehensive neighborhood revitalization plans focused on redeveloping a severely distressed public housing or HUD-assisted housing project, improving outcomes for the families that live there, and improving amenities in the neighborhood.

Analysis: The FY2021 Choice Neighborhoods Planning Grant will assist Augusta, Georgia in developing comprehensive neighborhood revitalization plans focused on redeveloping a severely distressed public housing or HUD-assisted housing project, improving outcomes for the families that live there, and improving amenities in the neighborhood.

Financial Impact: The FY2021 Choice Neighborhoods Planning Grant funding from the US Housing and Urban Development Department consists of a Grant Award of \$450,000.00 and leverage / matching fund contributions of \$325,000.00.

Alternatives:

Recommendation: Approve Augusta, Georgia's receipt of FY2021 Choice Neighborhoods Planning Grant, to include: a) accept FY2021 Choice Neighborhoods Planning Grant; b) authorize a Commission Resolution authorizing the Lead Grantee (Augusta, Georgia's) Chief Executive Officer to sign the HUD form-1044; c) provide Mayor authorization to sign Grant Agreement and related documents d) allow City Administrator to move forward with implementation of recommended usage plan; and e) instruct Finance Department to make necessary budget adjustments to add available funding to FY2022 Budget for immediate use and implementation.

Funds are Available in the Following Accounts: 1.FY2021 Choice Neighborhoods Planning Grant funding in the amount of \$450,000 2.Related Leverage / Match funding in the amount of \$325,000

REVIEWED AND APPROVED BY:

ROBERT TYRE JONES, JR.
President In Perpetuity

CLIFFORD ROBERTS
Chairman In Memoriam

WILLIAM PORTER PAYNE
Chairman Emeritus

FRED S. RIDLEY
Chairman



July 2, 2021

Mr. Odie Donald II
Administrator
City of Augusta
535 Telfair Street
Suite 910
Augusta, GA 30901

Dear Mr. Donald,

On behalf of the membership and employees of Augusta National Golf Club, I wish to convey our full and ongoing support of the City of Augusta and Augusta Housing Authority's application for a HUD FY2021 Choice Neighborhoods Planning Grant.

Serving the community that has generously and loyally supported us for so many years is at the heart of our mission of Augusta National. As part of this commitment, it is our honor to work closely with our local partners at the Community Foundation for the CSRA and elsewhere to advance the transformational development plan for the Laney-Walker Harrisburg neighborhood.

This Choice Neighborhoods Planning Grant would provide meaningful, needed resources for the project and, by doing so, help create important opportunities for these historically underserved neighborhoods and their residents. To demonstrate our support, Augusta National will commit \$50,000, matching the donation by the Community Foundation for the CSRA. These funds are solely to assist the planning process and the planning coordinator of the initiative.

We remain excited about this opportunity to invest not only in the transformation of the Laney-Walker Harrisburg neighborhood, but also in the growth and future of the greater community. Thank you for your consideration of this worthy application and for your shared commitment to the City of Augusta.

Sincerely,


Fred S. Ridley



Commission Meeting

August 15, 2023

Discussion of cutting schedule

Department:	N/A
Presenter:	N/A
Caption:	Discussion of cutting schedule for easements, ditches, and drains. (Requested by the Mayor's Office)
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



Commission Meeting

Meeting Date: August 15, 2023

AO AEDA Resolution Wellstar

Department:	Administrator's Office
Presenter:	James C. Overstreet, Jr.
Caption:	Motion to Approve Resolution by Augusta – Richmond County Commission to approve plan of financing and the issuance of the Bonds from time to time in one or more series by the Authority for the benefit of Wellstar Health System in an aggregate principal amount currently estimated at not to exceed \$275,000,000
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

**APPROVAL BY THE
AUGUSTA-RICHMOND COUNTY COMMISSION
OF THE ISSUANCE OF REVENUE BONDS
BY THE DEVELOPMENT AUTHORITY OF AUGUSTA, GEORGIA**

WHEREAS, the Development Authority of Augusta, Georgia (the “*Authority*”) proposes to issue its Revenue Bonds (Wellstar Health System, Inc.), pursuant to a plan of financing in one or more series and in one or more years, in an aggregate principal amount not to exceed \$275,000,000 (the “*Bonds*”); and

WHEREAS, the Bonds will be issued and/or deemed reissued as qualified 501(c)(3) bonds and the proceeds of the Bonds will be loaned to Wellstar Health System, Inc., a Georgia nonprofit corporation (“*WHS*”), or one or more of its tax-exempt nonprofit affiliates, for the purpose of (a) financing or refinancing the acquisition, construction and equipping of certain health facilities to be located in Augusta, Georgia and initially owned by the Board of Regents of the University System of Georgia (the “*Board of Regents*”) or AU Medical Center, Inc., a Georgia nonprofit corporation (“*AUMC*”), and principally used by AUMC or one or more of its tax-exempt nonprofit affiliates (the “*New Money Projects*”), (b) refunding all or a portion of certain outstanding obligations previously issued by the Authority (collectively, the “*Refunded Obligations*”), the proceeds of which were used to finance or refinance capital costs of health care facilities located in Augusta, Georgia and owned by the Board of Regents or AUMC, and principally used by AUMC or one or more of its tax-exempt nonprofit affiliates (the “*Refunded Projects*,” and together with the New Money Projects, the “*Projects*”), and (c) paying all or a portion of the costs of issuance of the Bonds; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “*Code*”), provides that the governmental unit having jurisdiction over the issuer of revenue bonds and over the area in which any facility financed with the proceeds of the revenue bonds is located shall approve the plan of financing for the issuance of such revenue bonds; and

WHEREAS, the Authority issues its revenue bonds on behalf of Augusta, Georgia, the Projects are and will be located in Augusta, Georgia, and the Augusta-Richmond County Commission (the “*Commission*”) constitutes the highest elected legislative body of Augusta, Georgia; and

WHEREAS, the Authority recommends and has requested that the Commission approve the plan of financing for the issuance of the Bonds, the financing and refinancing of the Projects, and the refinancing of the Refunded Obligations; and

WHEREAS, a public hearing concerning the matters described herein was held pursuant to public notice at 9:00 a.m. on Tuesday, August 8, 2023, and a certificate regarding the public hearing has been filed with the Commission and is attached hereto as *Schedule I* and incorporated herein by reference; and

NOW, THEREFORE, BE IT RESOLVED by the Commission, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. The plan of financing and the issuance of the Bonds from time to time in one or more series by the Authority for the benefit of WHS in an aggregate principal amount currently estimated at not to exceed \$275,000,000 is hereby approved to the extent required by Section 147(f) of the Code, as follows:

(a) The purpose for the issuance of the Bonds is (i) financing or refinancing the New Money Projects, (ii) refunding all or a portion of the Refunded Obligations to refinance the Refunded Projects, and (iii) paying all or a portion of the costs of issuance of the Bonds;

(b) the Projects will be initially owned by the Board of Regents or AUMC, and principally used by AUMC or one or more of its tax-exempt nonprofit affiliates;

(c) the locations of the facilities to be financed and refinanced by the Bonds and the maximum principal amounts applicable to the health care campus on which the facilities are and will be located are as set forth in Exhibit A of the certificate of public hearing attached hereto as *Schedule I*; and

(d) The Bonds may be issued from time to time in one or more series.

Section 2. Such approval by the Commission does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of WHS, and the Bonds shall not constitute an indebtedness or obligation of Augusta, Georgia, the State of Georgia (the “*State*”), or of any county, municipal corporation or political subdivision thereof. The Bonds shall be payable solely from the revenues derived from WHS or one or more of its tax-exempt nonprofit affiliates and pledged to the payment thereof and no owner of any of the Bonds shall ever have the right to compel any exercise of the taxing power of Augusta, Georgia, the State or of any county, municipal corporation or political subdivision thereof, nor to enforce the payment thereof against any property of Augusta, Georgia, the State or of any county, municipal corporation or political subdivision thereof.

Section 3. All acts and doings of the officers and members of the Commission which are in conformity with the purposes and intent of this Resolution shall be, and the same hereby are, in all respects approved and confirmed.

Section 4. This resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

Adopted and approved this 15th day of August, 2023.

AUGUSTA-RICHMOND COUNTY
COMMISSION

(SEAL)

By: _____
Mayor

Attest:

Clerk

SCHEDULE I
Certificate of Public Hearing
(See attached.)

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with the issuance by the Development Authority of Augusta, Georgia (the "**Authority**") of its revenue bonds pursuant to a plan of financing, in one or more series and in one or more years, in the principal amount not to exceed \$275,000,000 in the aggregate (collectively, the "**Bonds**"), for the benefit of Wellstar Health System, Inc., a Georgia nonprofit corporation ("**WHS**"), and one or more of its tax-exempt nonprofit affiliates (collectively, the "**System**"), as follows:

1. I am AVP and Assistant General Counsel for WHS, and have been duly authorized to conduct a public hearing on the issuance of the Bonds to finance or refinance the projects described in the notice of such hearing published in *The Augusta Chronicle* on July 31, 2023, a copy of which notice as published with an Affidavit of Publication is attached hereto as Exhibit A, all of which projects are or are to be owned, operated, or managed by the System and located in Augusta, Georgia, as described in the notice.

2. I conducted such hearing commencing at 9:00 a.m. on Tuesday, August 8, 2023, by telephone in the manner described in the notice referred to in paragraph 1 hereof, which was open to the public for purposes of the hearing.

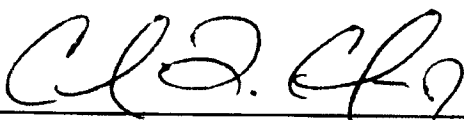
3. At the time for the commencement of the hearing, I publicly requested comments on the facilities to be financed or refinanced with proceeds of the Bonds and on the issuance of the Bonds.

4. At the hearing, no persons presented comments.

5. I imposed no time limitations on any public comments.

6. A copy of the minutes of the public hearing is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand this August 8, 2023.



Chuck Carder, Hearing Officer
Development Authority of Augusta, Georgia

EXHIBIT A

Affidavit of Publication

(See attached.)

LOCALiQ

The Augusta Chronicle
Athens Banner-Herald
Savannah Morning News

PO Box 631697 Cincinnati, OH 45263-1697

PROOF OF PUBLICATION

Rebecca Price
Norton Rose Fulbright - Georgia

2200 Ross AVE
Dallas TX 75201-2708

STATE OF GEORGIA, COUNTY OF RICHMOND

The Augusta Chronicle, a newspaper that is generally circulated in the county of Richmond and in the area adjacent thereto, State of Georgia, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/31/2023

and that the fees charged are legal.
Sworn to and subscribed before on 07/31/2023

Legal Clerk

Notary, State of WI County of Brown

My commision expires

Publication Cost: \$55.00

Order No: 9102106

of Copies:

Customer No: 1019340

-1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF PUBLIC
HEARING

Item 52.

NOTICE IS HEREBY GIVEN that, for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Development Authority of Augusta, Georgia (the "Authority") will hold a public hearing on August 8, 2023, at 9:00 a.m., accessible to the public by telephone, with respect to a plan of financing that will consist of the issuance and/or deemed reissuance for federal tax purposes, in one or more series and in one or more years, of the Authority's revenue bonds (the "Bonds"). The Bonds are proposed to be issued and/or deemed reissued as qualified 501(c)(3) bonds in a maximum aggregate principal amount of \$275,000,000 to (i) finance or refinance the acquisition, construction, and equipping of certain health care facilities, (ii) refund Authority obligations that were incurred to finance or refinance capital costs of health care facilities, and (iii) pay costs in connection with the issuance of the Bonds. The projects to be financed and refinanced with the Bonds (collectively, the "Projects") will all be located on the health care campus currently known as AU Medical Center (the "Campus") (a) which is bounded by Walton Way to the north, Laney-Walker Boulevard to the south, St. Sebastian Way to the east and Emmett Street to the west and (b) consists also of a corridor on the east and west side of 15th Street 0.2 miles north of the intersection of 15th Street and Walton Way. The principal address of the Campus is 1120 15th Street, Augusta, Georgia.

The Projects will be initially owned by the Board of Regents of the University System of Georgia or AU Medical Center, Inc., a Georgia nonprofit corporation ("AUMC"), and principally used by AUMC or one or more of its tax-exempt nonprofit affiliates.

The Bonds will be limited obligations of the Authority payable solely from the repayment of a loan of proceeds of the Bonds to AUMC or Wellstar Health System, Inc. and shall not be a charge upon the faith and credit of the Authority, the City of Augusta, Georgia or the taxing power of any entity.

All interested persons are invited to attend the public hearing by telephone and will be given an opportunity to address the question of whether the Augusta-Richmond County Commission should approve the plan of financing for the Projects and the issuance of the Bonds. Individuals may attend the public hearing by telephone toll-free by dialing (877) 853-5257. The conference code is 6308532545.

Questions, requests for additional information, or written comments may be directed in writing in advance of the hearing to the Authority in care of Wellstar Health System, Inc., 793 Sawyer Road, Marietta, Georgia 30062, Attention: Chuck Carder.

DEVELOPMENT AUTHORITY OF AUGUSTA, GEORGIA

EXHIBIT B**Minutes of a Public Hearing
Conducted by the Development Authority of Augusta, Georgia on August 8, 2023**

A public hearing by the Development Authority of Augusta, Georgia was held telephonically pursuant to notice given. The hearing was called to order at 9:00 a.m. by the undersigned, as Hearing Officer.

The Hearing Officer then stated:

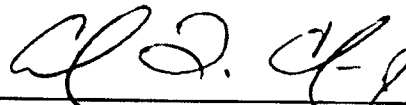
"Now is the time and place set for the public hearing to be conducted pursuant to Section 147 of the Internal Revenue Code of 1986, as amended, with respect to the issuance by the Development Authority of Augusta, Georgia (the "**Authority**"), of qualified 501(c)(3) bonds pursuant to a plan of financing, in one or more series and in one or more years (collectively, the "**Bonds**"), in an aggregate principal amount not to exceed \$275,000,000. The proceeds of the Bonds will provide funds to: (i) finance or refinance the acquisition, construction, and equipping of certain health care facilities, (ii) refund Authority obligations that were incurred to finance or refinance capital costs of health care facilities, and (iii) pay costs in connection with the issuance of the Bonds."

"The projects to be financed and refinanced with the Bonds are located at the addresses and in the maximum principal amounts listed in the notice of public hearing published in the *The Augusta Chronicle* on July 31, 2023."

"Members of the public are invited to comment with respect to the proposed financing plan and the nature of the projects to be financed or refinanced. Is there anyone present who wishes to comment?"

"The minutes of this hearing will reflect that no one has appeared at this hearing to comment and no written comments were submitted to the Authority in care of Chuck Carder as of August 8, 2023."

"The public hearing is now concluded."



Chuck Carder, Hearing Officer
Development Authority of Augusta, Georgia



Commission Meeting

August 15, 2023

Funding to replace irrigation system

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve funding to replace irrigation system for the entire length of Henry Street. (Requested by Commissioner Catherine McKnight)
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