



## **PUBLIC SERVICES COMMITTEE MEETING AGENDA**

Commission Chamber  
Tuesday, April 29, 2025  
1:00 PM

### **PUBLIC SERVICES**

- 1.** **Ms. Leslie Mitchell** regarding a community clean-up in the Apple Valley Subdivision.
- 2.** Discuss amending the appeals process of the Historic Preservation Ordinance with a focus on the appeals process and post-demolition plans.
- 3.** Discussion: Status of the business and alcohol license for Tiffany's Eatery, located at 828 Broad Street, District 1, Super District 9.
- 4.** Update - Outdoor Urban Adventure Center via Destination Augusta, and presentation of draft operating agreement.
- 5.** Motion to approve Facilities Maintenance Department purchase of 2 Ford F-150's in the amount of \$111,863.00.
- 6.** Discussion regarding underutilized parks. **(Requested by Mayor Pro Tem Wayne Guilfoyle)**
- 7.** Motion to **approve** the implementation and organizing of *Operation: City Clean-Up*, a collaborative initiative between city departments aimed at improving the cleanliness and aesthetic of Augusta-Richmond County's public spaces and roadways, while providing community service hours for participants. **(Requested by Mayor Garnett Johnson)**



**Public Services Committee Meeting**

April 29, 2025

Community clean-up in the Apple Valley Subdivision

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Ms. Leslie Mitchell</b> regarding a community clean-up in the Apple Valley Subdivision.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

### AGENDA ITEM REQUEST FORM

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

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

<input type="checkbox"/>	Commission	Date of Meeting _____
<input type="checkbox"/>	Public Safety Committee	Date of Meeting _____
<input checked="" type="checkbox"/>	Public Services Committee	Date of Meeting <u>29th April 2025</u>
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/>	Finance Committee	Date of Meeting _____

**Contact Information for Individual/Presenter Making the Request:**

Name: Leslie Mitchell  
 Address: 3564 Jonathan Circle Augusta Ga 30906  
 Telephone Number: (706) 731-4535  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: lesmitch2@yahoo.com

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

Clear up of Apple Valley - \*3564 Jonathan  
Circle Aug Ga 30906.  
Week through from last lunch 2024 City official  
Abandon Property? Complication of Hemicast  
Helena Clean up.

Please send this request form to the following address:

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

Telephone Number: 706-821-1820  
 Fax Number: 706-821-1838  
 E-Mail Address: [lbonner@augustaga.gov](mailto:lbonner@augustaga.gov)  
[nmcfarley@augustaga.gov](mailto:nmcfarley@augustaga.gov)

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



**Public Services Committee Meeting**

Meeting Date: April 29, 2025

Amending Historic Preservation Ordinance

- Department:** Planning & Development
- Presenter:** Carla Delaney, Director
- Caption:** Discuss amending the appeals process of the Historic Preservation Ordinance by removing the requirement of mitigation prior to coming before the Augusta Commission.
- Background:** At the Historic Preservation Workshop on April 2, 2025, staff was instructed to place this item on the agenda for the next Public Services Committee meeting to discuss appeals to Certificate of Appropriateness applications. There were three outstanding questions that specific guidance is needed on:
  - 1) Shall appeals go to the commission prior to mediation?
  - 2) Shall post-demolition plans continue to be required?
  - 3) Should the pre-approved list of materials be updated?
- Analysis:** Section 7-4-32 of the Historic Preservation Ordinance requires that prior to an appeal going before the Augusta Commission, it must try to be resolved through mediation between the appellant and the Historic Preservation Commission with the appellant paying for mediator’s fees. Appeals generally have not made it to the Augusta Commission due to the length of time, extra cost, and frustration of going through this process. Streamlining the appeals process by reversing the mediation order allows appeals to go directly to the Augusta Commission first.
- Financial Impact:** N/A
- Alternatives:** Retain the current appeals processes as written in the Historic Preservation Ordinance.
- Recommendation:**
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

**HISTORIC PRESERVATION ORDINANCE  
FOR  
AUGUSTA, GEORGIA**

Augusta Planning & Development Department  
Amended June, 2015  
Updated – September 2011

## CHAPTER 4

### HISTORIC PRESERVATION

#### ARTICLE 1

#### IN GENERAL

##### § 7-4-1. PURPOSE.

The historical, cultural and architectural heritage of Augusta-Richmond County is among its most valued and important assets and the preservation of this heritage is essential to the promotion of the health, prosperity and general welfare of the people. Therefore, in order to stimulate revitalization of the business districts and historic neighborhoods of Augusta-Richmond County, and to protect and enhance local historical, cultural, and architectural attraction to tourists and thereby promote and stimulate business; in order to enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law; and in order to provide for the designation, protection, preservation and rehabilitation of historic properties and historic districts and to participate in federal or state programs to do the same; in order to promote the reuse and recycling of existing building stock in Augusta-Richmond County and thereby conserve increasingly scarce landfill space and valuable natural resources.

The Augusta-Richmond County Commission hereby declares it to be the purpose and intent of this Chapter to establish a uniform procedure for the protection, enhancement, and perpetuation of places, districts, buildings, structures, objects, landscape features and works of art having a historical, cultural or architectural interest or value.

##### § 7-4-2. DEFINITIONS.

(a) Certificate of appropriateness. A document evidencing approval by the Historic Preservation Commission of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district.

(b) Exterior architectural features. The architectural style, general design and general arrangement of the exterior of a building or other structure, including but not limited to the kind or texture of the building material and the type and style of all windows, doors, signs, roofing and other appurtenant architectural features, details or elements relative to the foregoing.

(c) Exterior environmental features. All those aspects of the landscape or the development of a site which affect the historical character of the property.

(d) Historic district. A geographically definable area designated by the Commission as a historic district pursuant to the criteria established in § 7-4-13 of this Chapter.

(e) Historic property. An individual building, structure, site, object or work of

art, and may include the adjacent area necessary for the proper appreciation thereof, designated by the Commission as a historic property pursuant to the criteria established in § 7-4-14 of this Chapter.

(f) Material change in appearance. A change that will affect the exterior architectural or environmental features of any building, structure, site, object, landscape feature or work of art within a historic property or within a historic district, such as:

(1) A reconstruction or alteration of the size, shape or facade of a historic property, including relocation of any doors or windows or removal or alteration of any architectural features, details or elements;

(2) Demolition or relocation of a historic structure;

(3) Commencement of excavation for construction purposes;

(4) A change in the location of advertising visible from the public right-of-way;

(5) The erection, alteration, restoration or removal of any building or other structure within a historic property or district, including walls, fences, steps and pavements or other appurtenant features.

**ARTICLE 2**

**HISTORIC PRESERVATION COMMISSION**

**§ 7-4-3. CREATION.**

There is hereby created a commission whose title shall be The Augusta-Richmond County Historic Preservation Commission, hereinafter referred to as Historic Preservation Commission.

**§ 7-4-4. MEMBERS--APPOINTMENT; QUALIFICATIONS; TERMS AND COMPENSATION.**

(a) The Commission shall consist of ten (10) members (plus an additional two members should the Richmond County Delegation choose to appoint two members) to be appointed for four (4) year terms. All members shall be residents of Augusta-Richmond County. Nominations shall be solicited from the Board of Trustees of Historic Augusta, Inc. from at-large community recommendations.

(b) To the extent available, at least five (5) members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology, historic preservation or related disciplines. The remaining members may be nonprofessionals, but must have demonstrated special interest, experience or education in regional history, historic architecture or the preservation of historic resources.

(c) Except as provided herein, members of the City of Augusta Historic Preservation Commission and members of the Richmond County Historic Preservation Commission who were serving on said commissions on January 1, 1997, all having had their terms expire, shall serve until their successors are appointed and qualified. Two of the existing members shall have their terms terminate on March 31, 1997.

(d) The following members of said Commissions shall continue to serve until their successors are appointed by the Commissioner representing the respective District, and qualified, and are to represent the districts as herein set forth, to wit:

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8
- District 9
- District 10

(e) The successors to the members representing Districts 1, 3, 5, 7, and 9 shall serve until April 1, 1998, or until their successors are appointed and qualified.



(f) The successors to the members representing Districts 2, 4, 6, 8, and 10 shall serve until April 1, 2000, or until their successors are appointed and qualified.

(g) Members of the Historic Preservation Commission appointed by the Commissioner of the respective Districts to succeed those appointed in subsection (e) and (f) hereof shall serve for terms of office of four (4) years and until their successors are appointed and qualified.

(h) Should the Richmond County Legislative Delegation choose to appoint two (2) members as provided in the Consolidation Act, such members shall serve for a term of four (4) years and until their successors are appointed and qualified. In the event the appointing authority of the Legislative Delegation is removed from the Consolidation Act, this subsection shall automatically be repealed.

(i) All terms shall expire on March 31 of the applicable year, and new terms shall begin on April 1 of the applicable year.

(j) Members shall not receive a salary, although they may be reimbursed for expenses.

(k) Members who fail to attend three (3) consecutive Historic Preservation Commission meetings will forfeit their seat upon the Commission. Commission By-Laws may provide for the conditions of excused absence from Commission meetings.

(l) In the event that vacancies upon the Historic Preservation Commission for any period of time remain unfilled, a Historic Preservation Commission consisting of six (6) or more members may exercise all powers delegated to the Historic Preservation Commission under this Chapter, until the vacancies are filled.

#### **§ 7-4-5. STATEMENT OF POWERS.**

The Historic Preservation Commission shall be authorized to:

(a) Prepare and maintain an inventory of all property within Augusta-Richmond County, Georgia, having the potential for designation as a historic property. This inventory may be maintained in conjunction with Historic Augusta, Inc. or an independent organization with similar purposes;

(b) Recommend to the Commission specific places, districts, sites, buildings, structures, objects or works of art to be designated by ordinance as historic properties or historic districts;

(c) Review applications for Certificates of Appropriateness, and grant or deny same in accordance with the provisions of this Chapter;

(d) Recommend to the Commission that the designation of any place, district, site, building, structure, object or work of art as a historic property or as a historic district be revoked or removed;

(e) Restore or preserve any historic properties owned by Augusta-Richmond County, Georgia as authorized by Commission;

(f) Promote the acquisition of facade easements and conservation easements by the Commission in accordance with the provisions of the Facade and Conservation Easements Act of 1976, as amended (O.C.G.A. §§ 44-10-1 through 44-10-5);

(g) Conduct educational programs on historic properties located within Augusta-Richmond County, Georgia and on general historic preservation activities;

(h) Make such investigations and studies of matters relating to historic preservation, including consultation with historic preservation experts, as the Commission or the Historic Preservation Commission itself may, from time to time, deem necessary or appropriate for the purposes of this Chapter;

(i) Seek out local, state, federal and private funds for historic preservation, and make recommendations to the Commission concerning the most appropriate uses of any funds acquired;

(j) Submit to the Historic Preservation Section of the Department of Natural Resources a list of historic properties or historic districts designated;

(k) Perform historic preservation activities as the official agency of the Augusta-Richmond County historic preservation program.

(l) Employ and compensate persons, as authorized by Commission, to carry out responsibilities of the Historic Preservation Commission;

(m) Elect from among its members, a member or members to carry out responsibilities of the Commission;

(n) Receive donations, grants, funds or gifts of historic property and acquire and sell historic properties on behalf of the Commission. In regard to such historic property, the Commission shall not obligate the Historic Preservation Commission without prior consent;

(o) Review the nomination of historic properties or historic districts to the National Register of Historic Places and Georgia Register of Historic Places and make comments upon such nominations to the Historic Preservation Section of the Department of Natural Resources;

(p) Participate in private, state and federal historic preservation programs and with the consent of the Commission enter into agreements to do the same;

(q) Advise the appropriate officials of the Augusta-Richmond County Fire Department as to the utilization of alternative compliance concepts for historic properties pursuant to O.C.G.A. §§ 8-2-200 through 8-2-222 and O.C.G.A. § 25-2-13 where these code sections have been made applicable to historic properties in Augusta-Richmond

County. Said advice will ensure that compliance with state and local fire prevention laws is accomplished while maintaining the highest degree of historic integrity in affected historic properties;

- (r) Issue Citations for violations of this Chapter;
- (s) Petition the appropriate court to enjoin actions in violation of this Chapter;
- (t) Institute any other appropriate action to enforce compliance with the terms of this Chapter;
- (u) Exercise all other powers implicit or explicit in any other provision of this Chapter.

**§ 7-4-6. POWER TO ADOPT RULES AND STANDARDS.**

The Historic Preservation Commission shall adopt rules and standards for the transaction of its business, for consideration of applications for designations and certificates of Appropriateness, including, By-laws, membership provisions, and design guidelines. The Historic Preservation Commission shall provide for the time and place of regular meetings and a method for the calling of special meetings. The Historic Preservation Commission shall select such officers as it deems appropriate from among its members. The Chairman of the Historic Preservation Commission shall be entitled to vote upon any issue, motion or resolution, as any other member. (Ord. # 5971, October 21, 1997)

**§ 7-4-7. CONFLICT OF INTEREST.**

At any time the Historic Preservation Commission is to undertake any official action which will affect a monetary or other vested interest of a member of the Historic Preservation Commission, that member shall reveal the existence of that interest to the Historic Preservation Commission at the next meeting thereof after the member becomes aware of the conflict of interest and shall abstain from voting on that matter. The ownership of property by a Historic Preservation Commission member within a proposed historic district containing twenty-five or more separately-owned parcels of property shall not be such an interest as to invoke the prohibitions of this Section.

At any time the Historic Preservation Commission reviews a project in which a member of the Historic Preservation Commission has an ownership or other vested interest, that member shall be forbidden, as a Commission member, from voting or discussing the project, other than answering a direct question.

**§ 7-4-8. HISTORIC PRESERVATION COMMISSION'S AUTHORITY TO RECEIVE FUNDING FROM VARIOUS SOURCES.**

The Historic Preservation Commission shall have the authority to accept donations and shall insure that these funds do not displace appropriated governmental funds.

**§ 7-4-9. RECORDS OF HISTORIC PRESERVATION COMMISSION**

**MEETINGS.**

A public record shall be kept of the Historic Preservation Commission's resolutions, proceedings and actions. This public record may consist of an ordinary tape recording or from time to time, at the discretion of the Commission, may be supplemented by the use of a court reporter or such other written record as the Commission may establish.

**§ 7-4-10. ATTENDANCE OF LAW ENFORCEMENT OFFICER AT HISTORIC PRESERVATION COMMISSION MEETINGS.**

An officer of the Richmond County Sheriff's Department shall be in attendance at Historic Preservation Commission meetings, at the behest of the Commission, in order to assure the orderliness of the proceedings.

**§ 7-4-11. DUTIES OF COMPTROLLER.**

The Augusta-Richmond County comptroller shall provide the Historic Preservation Commission with the necessary tax information to facilitate the purposes of this Chapter and shall see that this information is kept current.

### ARTICLE 3

#### RECOMMENDATION AND DESIGNATION OF HISTORIC DISTRICTS AND PROPERTIES

##### § 7-4-12. PRELIMINARY RESEARCH BY COMMISSION.

(a) The Historic Preservation Commission may compile and collect information and conduct surveys of historic resources within Augusta-Richmond County.

(b) The Historic Preservation Commission may present to the Commission recommendations for the designation of historic districts and properties.

(c) Prior to the Historic Preservation Commission's recommendation of a historic district or historic property to the Commission for designation, the Historic Preservation Commission shall prepare a report consisting of:

(1) a physical description;

(2) a statement of the historical, cultural, and/or architectural significance of the proposed historic district or historic property, except that such statement of significance will not be required in the case of a historic property or district already listed upon the National Register of Historic Places, or upon the Georgia Register of Historic Places;

(3) a map showing the proposed historic district boundaries and the classification (i.e. contributing/historic, contributing/non-historic, noncontributing) of individual properties therein, or a map showing the boundaries of the proposed historic property;

(4) a statement justifying historic district or individual historic property boundaries, except that such statement in justification will not be required if such proposed boundaries are the same as those embraced within the listing of the district or property upon the National Register of Historic Places or Georgia Register of Historic Places; and

(5) representative photographs. (Ord. 5927, May 19, 1997)

##### § 7-4-13. DESIGNATION OF A HISTORIC DISTRICT.

(a) Criteria for selection of historic districts. A historic district is a geographically definable area which contains buildings, structures, sites, objects, landscape features and works of art or a combination thereof, which:

(1) have special character or historic, cultural or architectural, value or interest;

(2) represent one or more periods, styles or types of architecture typical of one or more eras in the history of Augusta-Richmond County or the state or region;

(3) cause such area, by reason of such factors, to constitute a visibly perceptible section of Augusta-Richmond County;

(4) a district, once listed upon the National Register of Historic Places or upon the Georgia Register of Historic Places shall be presumed to possess the necessary characteristics for designation as a historic district under this ordinance.

(b) Boundaries of a historic district. The boundaries of a historic district shall be included in the separate ordinances designating such districts and shall be shown on the official zoning map of Augusta-Richmond County, Georgia. Said boundaries, as depicted on said map, shall constitute the official description of said historic districts for the purposes of this Chapter and for the purposes of the separate ordinances designating such districts.

In the event that the official zoning map of Augusta-Richmond County, Georgia does not depict the area proposed for designation as a historic district, the Commission may, in its discretion, identify such other map upon which to depict the boundaries of the historic district. In this case the map so identified by the Commission shall constitute the official description of said historic district for the purposes of this Chapter and for the purposes of the separate ordinance designating such district.

(c) Evaluation of properties within historic districts. Individual properties within historic districts shall be classified as:

(1) contributing/historic (contributes to the district in terms of design, historical association, and/or setting);

(2) contributing/non-historic (a property less than fifty years old which compliments and does not detract from the overall character of the district in terms of design, historical association, and/or setting);

(3) non-contributing (a property which detracts from the district in terms of design, style, building type, historical association, and/or setting). (Ord. 5927, May 19, 1997)

#### **§ 7-4-14. DESIGNATION OF A HISTORIC PROPERTY.**

(a) Criteria for selection of historic properties. A historic property is a building, structure, site, object or work of art which may include the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation for reason of value to Augusta-Richmond County, the State of Georgia, or this Geographical region, for one of the following reasons:

(1) it is an outstanding example of a structure representative of its era;

(2) it is one of the few remaining examples of past architectural style;

(3) it is a place or structure associated with an event or person of historic or cultural significance to Augusta-Richmond County, Georgia, or to the state, region or

nation;

(4) it is a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of Augusta-Richmond County, Georgia, or of the state, region or nation;

(5) a property, once listed upon the National Register of Historic Places or upon the Georgia Register of Historic Places shall be presumed to possess the necessary characteristics for designation as a historic property.

(b) Boundary description. A description of the boundaries shall be included in the separate ordinances designating such properties and the boundaries shall be depicted on the official Zoning Map of Augusta-Richmond County, Georgia. Said boundaries, as depicted on said map, shall constitute the official description of said historic property for the purposes of this Chapter and for the purposes of the separate ordinances designating such properties.

In the event that the official Zoning Map of Augusta-Richmond County, Georgia does not depict the area proposed for designation as a historic property, the Commission may, in its discretion, identify such other map upon which to depict the boundaries of the historic property. In this case the map so identified by the Commission shall constitute the official description of said historic property for the purposes of this Chapter and for the purposes of the separate ordinance designating such property. (Ord. 5927, May 19, 1997)

**§ 7-4-15. REQUIREMENTS FOR ADOPTING AN ORDINANCE FOR THE DESIGNATION OF HISTORIC DISTRICTS AND HISTORIC PROPERTIES.**

(a) Application for designation of historic districts or historic property. Designations may be proposed by the Commission, the Historic Preservation Commission or:

(1) for historic districts - a preservation organization, historical society, neighborhood association or group of property owners may apply to the Commission for designation;

(2) for historic properties - a preservation organization, historical society, neighborhood association or property owner may apply to the Commission for designation.

(b) Required components of an ordinance. Any ordinance designating any property or district as historic shall:

(1) describe the area encompassed within the proposed historic district or describe the proposed individual historic property;

(2) reference the name(s) of the owner(s) of the designated property or properties as shown on the official Augusta-Richmond County tax records at the time of the adoption of the ordinance. In the event that the official tax records, for whatever reason,

do not encompass the property or properties proposed for designation, the record owner(s) of the property, as determined by a title investigation conducted to appropriate legal standards under Georgia law, shall be referenced;

(3) require compliance with the provisions of this Chapter; and

(4) require that the property or district be shown on the official zoning Map of Augusta-Richmond County, Georgia, or such other official map as identified by the Commission pursuant to § 7-4-13 or 7-4-14 hereof.

(c) Required public hearing and notices. The Historic Preservation Commission shall hold a public hearing on any proposed ordinance for the designation of any historic district or property. Notice of the hearing shall be published in at least one (1) issue of the official legal organ of Augusta-Richmond County and written notice of the hearing shall be mailed by the Commission to all owners and occupants of such properties that are affected. This notice: (i) shall contain the time and place for the hearing, (ii) shall reference this Chapter, (iii) shall describe the fact that the establishment of a historic district or historic property pursuant to this Chapter has been proposed, and (iv) shall generally describe the area encompassed by the historic district or historic property proposed. All such notices shall be published or mailed not less than fifteen (15) days nor more than forty-five (45) days prior to the date set for the public hearing. A notice sent via the United States mail to the last owner of record of the property shown on the official Augusta-Richmond County tax records or record owner of the property, and a notice sent via United States mail to the address of the property to the attention of the occupant shall constitute legal notification to the owner and occupant under this Chapter.

(d) Recommendations on proposed designations. A recommendation to adopt, to adopt in modified form, or to reject the proposed ordinance shall be made by the Commission within fifteen (15) days following the public hearing and shall be in the form of a resolution to the Commission.

(e) Commission action on Commission recommendation. Following receipt of the Historic Preservation Commission's recommendation, the Commission may adopt the ordinance as proposed, reject the ordinance, or, after consultation with the Commission, may adopt the ordinance with any modifications it deems necessary.

(f) Notification of the State Historic Preservation Section. Prior to making a recommendation on any ordinance designating a property or district as historic, the Historic Preservation Commission may transmit the report required at § 7-4-12 of this Code to the Historic Preservation Section of the Georgia Department of Natural Resources.

(g) Notification of adoption of ordinance for designation. Within thirty (30) days following the adoption of the ordinance for designation by the Commission, the owners and occupants of each designated historic property, and the owners and occupants of each structure, site or work of art located within a designated historic district, and all building contractors licensed in Augusta-Richmond County, shall be given written notification of such designation by the Commission, which notice shall apprise said owners, occupants, and contractors of the necessity of compliance with this Chapter and specifically, the necessity of obtaining a Certificate of Appropriateness prior to undertaking



any material change in appearance of the historic property designated or within the historic district designated. A notice sent via United States Mail to the last known owner of the property shown on the official Augusta-Richmond County tax records and, where different from the address of such record tax owner, a notice sent via United States Mail to the address of the property to the attention of the occupant shall constitute legal notification to the owner and occupant under this Chapter. Building contractors, licensed in Augusta-Richmond County shall similarly be notified as aforesaid, but failure of such building contractor to be sent such notice shall in no way affect the validity of an ordinance for designation.

(h) Notification of other agencies regarding designation. The Historic Preservation Commission shall notify all affected agencies within Augusta-Richmond County of the ordinance for designation, as well as the local neighborhood, historical and preservation organizations. Failure of such agencies or organizations to receive such notification shall in no way affect the validity of such ordinance for designation.

(i) Moratorium on applications for alteration or demolition while ordinance for designation is pending. If the procedure for the designation of an historic district or historic property has been initiated as provided for in this Section, the Commission shall have the power to recommend to the Building Inspector a moratoria on the issuance of building permits and demolition permits involving the property or properties proposed for designation.

(j) Authority to rescind designation. The Commission has the authority to rescind the ordinance designating a historic district or historic property following receipt of a recommendation from the Commission, provided that a public hearing has been held by the Historic Preservation Commission, prior to the Commission's recommendation, providing the opportunity for public comment. Notification for such public hearing shall be the same as provided for in § 7-4-15 hereof. (Ord. 5927, May 19, 1997)

## ARTICLE 4

### APPLICATION TO PRESERVATION COMMISSION FOR CERTIFICATE OF APPROPRIATENESS

**§ 7-4-16. APPROVAL OF ALTERATIONS OR NEW CONSTRUCTION IN HISTORIC DISTRICTS OR INVOLVING HISTORIC PROPERTIES.**

After the designation by ordinance of a historic property or of a historic district, no material change in the exterior appearance of a structure, site, object or work of art within such historic property or property within such historic district, shall be made or be permitted to be made unless or until the application for a Certificate of Appropriateness has been submitted to and approved by the Historic Preservation Commission.

**§ 7-4-17. APPROVAL OF NEW CONSTRUCTION WITHIN DESIGNATED DISTRICTS.**

The Historic Preservation Commission shall issue Certificates of Appropriateness for new structures constructed within designated historic districts or upon the grounds of a designated historic property if these structures conform in design, scale, building materials, setback and landscaping to the character of the historic district or property or as specified in the design criteria once developed or adopted by the Commission.

**§ 7-4-18. GUIDELINES AND CRITERIA FOR CERTIFICATES OF APPROPRIATENESS.**

When considering applications for Certificates of Appropriateness impacting existing buildings, the Secretary of the Interior's Standards for Historic Preservation Projects including the Secretary's Standards for Rehabilitation, as revised as of the date of application for a Certificate of Appropriateness, shall be used as a criteria for design review along with any other standards or design review guidelines once developed or adopted by the Commission for use in reference to specific historic districts or historic properties. When dealing with difficult technical questions, the Historic Preservation Commission shall have the power to seek technical advice from outside its membership on any application, within approved budgetary limitations.

**§ 7-4-19. ISSUANCE OF BUILDING AND DEMOLITION PERMITS.**

Building Permits And Demolition Permits must not be issued until the issuing official has examined the official Historic District and Historic Property Map to see if the property is affected by historic designation. If the property is so affected, the issuing authority must direct the applicant to the Commission to apply for a Certificate of Appropriateness. The subsequent issuance of a Building Permit or Demolition Permit shall be contingent upon the obtention of a Certificate of Appropriateness for the proposed change.

**§ 7-4-20. SUBMISSION OF PLANS TO COMMISSION.**

An application for a Certificate of Appropriateness shall be accompanied by such drawings, photographs, plans or other documentation as may be required by the Historic Preservation Commission. Applications involving demolition or post-relocation shall be accompanied by post-demolition or relocation plans for the site. The Historic Preservation Commission shall not require that the plans and specifications be prepared by professionals, but only that such documentation be prepared in such a way as to be easily understood by the Commission members.

**§ 7-4-21. ACCEPTABLE COMMISSION REACTION TO APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS.**

(a) The Historic Preservation Commission shall approve the application and issue a Certificate of Appropriateness if it finds that the proposed material change(s) in appearance would not have a substantial adverse effect on the historic or architectural significance, integrity, and value of the historic property or property within a historic district. In making this determination, the Historic Preservation Commission shall consider the factors described in §§ 7-4-17 and 7-4-18 above, the historical and architectural value and significance, architectural style, general design arrangement, texture and material of the architectural features involved and the relationship thereof to the exterior architectural style, and pertinent features of the other structures in the immediate neighborhood.

(b) The Historic Preservation Commission shall deny a certificate of Appropriateness if it finds that the proposed material change(s) in appearance would have substantial adverse effects on the historical or architectural significance, integrity and value of the historic property or property within the historic district, based upon those same factors as described in § 7-4-21 (a) above.

**§ 7-4-22. HEARINGS ON APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS, NOTICES, AND RIGHT TO BE HEARD.**

At least fifteen (15) days and no more than forty-five (45) days prior to the review of a Certificate of Appropriateness, the Commission shall take action as follows to inform interested parties, and shall give the applicant and interested parties an opportunity to be heard at the Historic Preservation Commission meeting where the request for a Certificate of Appropriateness is to be considered:

(a) The Historic Preservation Commission shall cause a sign to be posted upon the parcel of property subject of the application at least fifteen (15) days before the meeting of the Historic Preservation Commission where the application is to be considered, said sign to remain in place substantially until the time of said meeting. Said sign shall state:

- (1) the fact that an application for a Certificate of Appropriateness pursuant to the Historic Preservation ordinance has been filed for the posted property;
- (2) the name of the applicant; and
- (3) the time and place of the Historic Preservation Commission meeting where the application is to be considered. The sign may contain such other

information as the Historic Preservation Commission may deem appropriate. The overall design and size of such sign shall be of such character as to be likely to attract the eye of passersby.

(b) At its discretion, the Historic Preservation Commission may, in its bylaws, or on a case by case basis, undertake to provide such other notice as it deems appropriate.

**§ 7-4-23. INTERIOR ALTERATIONS.**

In review of applications for Certificates of Appropriateness, the Historic Preservation Commission shall not consider interior arrangement, use or decoration, having no effect on exterior architectural features, whether or not visible from the exterior of the structure.

**§ 7-4-24. TECHNICAL ADVICE.**

When dealing with difficult technical questions, the Historic Preservation Commission shall have the power to seek technical advice from outside its members on any application and within approved budgetary limitations.

**§ 7-4-25. DEADLINE FOR APPROVAL OR REJECTION OF APPLICATION FOR CERTIFICATE OF APPROPRIATENESS.**

(a) The Commission shall approve or reject an application for a Certificate of Appropriateness within forty-five (45) days after the filing thereof by the owner or occupant of a historic property or structure, site, object or work of art located within a historic district. Evidence of approval shall be by a Certificate of Appropriateness issued by the commission. Notice of the issuance or denial of A Certificate of Appropriateness shall be sent via United States Mail to the applicant.

(b) Failure of the Historic Preservation Commission to act within said forty-five (45) days shall constitute approval, and no other evidence of approval shall be needed.

**§ 7-4-26. NECESSARY ACTIONS TO BE TAKEN BY COMMISSION UPON REJECTION OF APPLICATION FOR CERTIFICATE OF APPROPRIATENESS.**

(a) In the event the Historic Preservation Commission rejects an application for a Certificate of Appropriateness, it shall state its reasons for doing so, and shall transmit a record of such actions and reasons in writing to the applicant. The Historic Preservation Commission may suggest alternatives it believes would ensure approval if it disapproves of the application as submitted. The applicant, if he or she so desires, may make modifications to the plans and, after making such modifications, may re-submit the application at any time after doing so. Rejected applications, unless modified in a good faith effort to comply with the provisions of this Chapter and the findings of the Historic Preservation Commission, may not be re-submitted for one (1) year following rejection.

(b) In cases where the application for a Certificate of Appropriateness concerns a proposed change in a structure which would require the obtention of a building permit,

the rejection of the application for a Certificate of Appropriateness by the Historic Preservation Commission shall be binding upon the building inspector or other administrative officer charged with issuing building permits and, in such a case, no building permit shall be issued.

**§ 7-4-27. UNDUE HARDSHIP.**

Where, by reason of unusual circumstances, the strict application of any provision of this Chapter would result in exceptional practical difficulty or undue economic hardship upon any owner of a specific property, the Historic Preservation Commission, in passing upon applications, shall have the power to vary or modify strict adherence to said provisions, or to interpret the meaning of said provisions, so as to relieve such difficulty or hardship; provided such variances, modifications or interpretations shall remain in harmony with the general purpose and intent of said provisions so that the architectural or historical integrity, or character of the property, shall be conserved and substantial justice done. In granting variances, the Commission may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this Chapter. An undue hardship shall not be a situation of the person's own making.

**§ 7-4-28. REQUIREMENT OF CONFORMANCE WITH CERTIFICATE OF APPROPRIATENESS.**

(a) All work performed pursuant to an issued Certificate of Appropriateness shall conform to the requirements of such certificate. In the event work is performed not in accordance with such certificate, such work will constitute a violation of this Chapter and the Historic Preservation Commission shall issue a cease and desist order and all work shall cease.

(b) Where this ordinance would require the obtention of a Certificate of Appropriateness and work upon a structure is undertaken without a Certificate of Appropriateness having been obtained, such work will constitute a violation of this Chapter and the Historic Preservation Commission shall issue a cease and desist order and all work shall cease.

(c) Work which constitutes a violation of § 7-4-28 (a) or (b) above or the failure to obey a cease and desist order issued pursuant to this Chapter shall constitute a separate and continuing violation of this Chapter.

(d) The Augusta Commission or the Historic Preservation Commission shall be authorized to institute any appropriate action or proceeding in any court of competent jurisdiction to prevent any material change in the appearance of a designated historic property or property within a historic district, not made in compliance with the provisions of this Chapter or to prevent any illegal act or conduct with respect to such historic property or historic district.

(e) *The Augusta Commission, including its various departments, authorities, commissions, committees and boards, shall not be bound by the requirements of this article; provided however, that the Augusta Commission shall notify the Historic Preservation Commission 45 days prior to beginning an undertaking that would otherwise*

*require a Certificate of Appropriateness and allow the Historic Preservation Commission an opportunity to comment.*

**§ 7-4-29. CERTIFICATE OF APPROPRIATENESS VOID IF WORK NOT COMMENCED.**

A Certificate of Appropriateness shall become void unless work is commenced within six (6) months of the date of issuance. Certificates of Appropriateness shall be issued for a period of eighteen (18) months and are renewable.

**§ 7-4-30. RECORDING OF APPLICATIONS FOR CERTIFICATE OF APPROPRIATENESS.**

The Commission shall keep a public record of all applications for Certificates of Appropriateness, and of all the Commission's proceedings in connection with said applications in the fashion provided at § 7-4-22 above.

**§ 7-4-31. FEE TO ACCOMPANY AN APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS.**

The Commission, in its by-laws, may require a reasonable fee to accompany an application for a Certificate of Appropriateness.

**§ 7-4-32. APPEALS.**

(a) Any person adversely affected by any determination made by the Historic Preservation Commission relative to the issuance or denial of a Certificate of Appropriateness may appeal to the Augusta Commission within thirty (30) days after the issuance of the determination pursuant to § 7-4-25 (a) of this Chapter.

(b) The appeal shall be filed in writing with the Clerk of Commission, and shall state the name and address of the appellant, and the identification number of the Certificate of Appropriateness being appealed.

(c) An appeal hearing before the Mayor and Augusta Commission shall be scheduled within sixty (60) days of the appeal's filing. This may be conducted as part of the Augusta Commission's regular meeting agenda.

(d) The hearing shall be advertised pursuant to O.C.G.A. § 50-14-1.

(e) At least one week prior to the hearing, the Mayor and Commission shall receive from the Director of Planning and Development a complete record of the Historic Preservation Commission's action, including all information, evidence, and documents considered by the Historic Preservation Commission in reaching their determination, and minutes of the hearing. If the appellant wants the Mayor and Commission to have a complete transcript of the hearing before the Historic Preservation Commission, a request may be filed in writing to the Planning and Development Department within thirty (30) days of the scheduled hearing. Furnishing of the transcript may incur fees at the discretion of the Director of Planning and Development.

(f) The hearing before the Mayor and Augusta Commission shall be conducted as follows:

1. The appellant party shall be entitled to a minimum of ten (10) minutes to present its argument in support of the appeal.
2. Opponents to the appeal shall then be entitled to a minimum of ten (10) minutes to present their argument in opposition to the appeal.
3. Either side may allocate its allotment of time to any number of speakers; prior to the meeting, each side shall provide to the Clerk of Commission a list of speakers and the amount of time to be allocated to each speaker. If a side's speakers do not agree with respect to allocation of time, the Mayor shall have discretion to announce the manner in which time for that side's argument period shall be allocated.
4. At the Mayor's discretion, additional time may be granted for arguments, but such time must be granted equally both to appellants and opponents.
5. At the conclusion of the opponents' argument, the appellant party shall be entitled to a rebuttal not greater than three (3) minutes.
6. Following the rebuttal, the Mayor and Augusta Commission shall be empowered to ask any questions of the appellant, opponents, staff, or other individuals as necessary.

(g) In this hearing, the Mayor and Augusta Commission shall review the Historic Preservation Commission's action on a Certificate of Appropriateness petition to determine if such action constituted an abuse of discretion, pursuant to O.C.G.A. § 44-10-28(j).

(h) Should the Mayor and Augusta Commission find that the Historic Preservation Commission did not abuse its discretion, they may affirm the HPC's determination.

(i) Should the Mayor and Augusta Commission find that the Historic Preservation Commission did abuse its discretion, they may modify or reverse HPC's determination.

(j) Appeals from decisions of the Mayor and Augusta Commission made pursuant to this chapter may be taken to the Superior Court of the Augusta Judicial Circuit in the manner provided by law.

**Amended 7-4-28(e) – June 2015**

## ARTICLE 5

### DEMOLITION OR RELOCATION OF A HISTORIC PROPERTY OR PROPERTIES WITHIN A HISTORIC DISTRICT

**§ 7-4-33. APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS  
FOR DEMOLITION OR RELOCATION.**

The Historic Preservation Commission shall have the authority to approve, approve with conditions, or deny Certificates of Appropriateness for demolition or relocation. The proposed demolition or relocation of all or any portion of a historic property or property within a historic district shall require the obtention of a Certificate of Appropriateness for demolition or relocation.

**§ 7-4-34. PUBLIC HEARING.**

A public hearing shall be scheduled for each application for a Certificate of Appropriateness for demolition or relocation.

**§ 7-4-35. NOTICE OF PUBLIC HEARING PURSUANT TO AN  
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS  
FOR DEMOLITION OR RELOCATION.**

Notice as provided for at § 7-4-22 above shall be provided in the context of an application for a Certificate of Appropriateness for demolition or relocation, and, in addition, notice of such public hearing containing the information as described at § 7-4-22 above shall be published in at least one (1) issue of the official legal organ of Augusta-Richmond County not less than five (5) nor more than thirty (30) days prior to the date set for the public hearing.

**§ 7-4-36. VIOLATION.**

The demolition or relocation of a historic property, or property within a historic district without the obtention of a Certificate of Appropriateness shall constitute a violation of this Chapter of a high and aggravated nature.

**§ 7-4-37. CONSIDERATION OF POST-DEMOLITION OR POST-  
RELOCATION PLANS.**

The Historic Preservation Commission shall not grant Certificates of Appropriateness for demolition or relocation without having first reviewed the post-demolition or post-relocation plans for the site.



**§ 7-4-38. DEMOLITION/RELOCATION CRITERIA.**

Upon receipt of an application for a Certificate of Appropriateness for demolition or relocation, the Historic Preservation Commission shall apply the criteria described in § 7-4-18 of this Chapter to determine whether to grant or deny the application for a Certificate of Appropriateness for demolition or relocation.

**§ 7-4-39. FEE TO ACCOMPANY APPLICATION FOR CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OR RELOCATION.**

The Historic Preservation Commission, in its by-laws, may require a reasonable fee to accompany an application for a Certificate of Appropriateness for demolition or relocation.

**§ 7-4-40. BINDING UPON THE COMMISSION.**

The Commission, including its various departments, authorities, commissions, committees and boards shall be bound by the requirements of this article.

**§ 7-4-41 thru § 7-4-50 RESERVED.**

## ARTICLE 6

### MAINTENANCE OF HISTORIC PROPERTIES AND BUILDING AND ZONING CODE PROVISIONS

#### § 7-4-51.      **ORDINARY MAINTENANCE OR REPAIR.**

Ordinary maintenance or repair of any exterior architectural or environmental feature in or on a historic property or property within a historic district to correct deterioration, decay or damage, or to sustain the existing form, that does not involve a material change in design, materials or outer appearance thereof, does not require a Certificate of Appropriateness, and may be undertaken once approved by the designated staff person for the Commission without consultation with the Historic Preservation Commission. Any person considering a change to a historic building that is believed to constitute no more than ordinary maintenance or repair must consult the designated staff person to assure that in fact such change constitutes merely ordinary maintenance and repair. In the absence of the employment of a designated staff person, such approvals may be made by a member or members of the Historic Preservation Commission duly elected by the members of the Historic Preservation Commission. Ordinary maintenance includes exterior painting and/or a change in exterior paint color, and does not require a Certificate of Appropriateness or approval by the designated staff person.

#### § 7-4-52.      **FAILURE TO PROVIDE ORDINARY MAINTENANCE OR REPAIR.**

Owners of historic properties or of properties within a historic district shall not allow their buildings to deteriorate by failing to provide ordinary maintenance or repair. The Commission shall be charged with the following responsibilities regarding such deterioration by neglect:

(a)      The Historic Preservation Commission shall have the authority to monitor the condition of historic properties and properties within a historic district to determine if they are being allowed to deteriorate by neglect. Such conditions as broken windows, doors and openings which allow the elements and vermin to enter, the deterioration of exterior architectural features, or the deterioration of a building's structural system shall constitute failure to provide ordinary maintenance or repair.

(b)      In the event the Historic Preservation Commission determines that there has been a failure to provide ordinary maintenance or repair, the Historic Preservation Commission will notify the owner of the property and set forth the steps necessary to comply with the provisions of this Section. The owner of such property will have ten (10) days to apply for the appropriate Certificate of Appropriateness.

(c)      In the event that a COA is not applied for within ten (10) days, as referenced in (b) of this Code Section; the Historic Preservation Commission shall notify the appropriate City Department of the situation.

**AS AMENDED AUGUST 2010**

**§ 7-4-53. AFFIRMATION OF EXISTING BUILDING AND ZONING CODES.**

Nothing in this Chapter shall be construed as to exempt property owners from complying with existing building and zoning codes of Augusta-Richmond County.

**§ 7-4-54 thru § 7-4-60. RESERVED.**

**ARTICLE 7**

**MISCELLANEOUS PROVISIONS**

**§ 7-4-61. CERTIFIED LOCAL GOVERNMENT PROGRAM.**

The Historic Preservation Commission shall at least annually monitor compliance with all certified Local Government Program requirements and take or recommend such steps as may be necessary to have Augusta-Richmond County qualify and remain qualified as a certified Local Government pursuant to various state or federal government requirements.

**§ 7-4-62. SEVERABILITY.**

In the event that any section, subsection, sentence, clause or phrase of this Chapter shall be declared or adjudged invalid or unconstitutional, such declaration or adjudication shall in no manner affect the other sections, sentences, clauses, or phrases of this Chapter, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

**§ 7-4-63. AMENDMENTS.**

This Chapter may be amended by the Commission upon recommendation by the Historic Preservation Commission. No amendment shall become effective unless such recommendation shall be made by the Historic Preservation Commission, or until the Historic Preservation Commission has had an opportunity to review the amendment upon the direction of Commission and has made a recommendation concerning the proposed amendment.

**§ 7-4-64. TEMPORARY PROVISION FOR HPA (HISTORIC PRESERVATION AREA) ZONES EXISTING UNDER PRIOR LAW.**

Notwithstanding any provision herein to the contrary, HPA (Historic Preservation Area) Zones which existed as of December 31, 1995 pursuant to City of Augusta ordinance no. 5648 shall continue to exist and enjoy the protection of such prior law, until the redesignation of said HPA zones as historic districts or historic properties pursuant to the provisions of this Chapter, but in no event shall the provisions of said prior law continue in force beyond the effective date of this Chapter for any purpose. Upon the adoption of this Chapter and the appointment and confirmation of a Historic Preservation Commission pursuant to Article 2 above, said Commission shall succeed to all the rights, powers, and duties of the Historic Preservation Commission created pursuant to City of Augusta Ordinance No. 5648.

Any clause or provision of this Ordinance declared invalid shall not affect the validity of the Ordinance as a whole or any part thereof.



This ordinance shall become effective upon adoption.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Duly adopted by the Augusta Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .



**Augusta Commission Meeting**

April 29, 2025

Alcohol License

<b>Department:</b>	Planning and Development
<b>Presenter:</b>	Cecilia Woodruff, Planning Services Branch Manager
<b>Caption:</b>	Discussion about the status of the business and alcohol license for Tiffany’s Eatery, located at 828 Broad Street, District 1, Super District 9.
<b>Background:</b>	Tiffany’s Eatery was approved during the November 19,2024, Commission meeting for a 6-month probationary license for Sunday Sales.
<b>Analysis:</b>	Applicant has been requiring a cover charge for patrons which is not permissible for their license type, Applicant has been applying the cover charge to the food sales total, thereby inflating the food sales total requirements of the City of Augusta’s Alcohol Ordinance. The Sheriff’s Office has notified Planning & Development of multiple occasions of infractions to the business license, alcohol license and public safety.
<b>Financial Impact:</b>	Applicant paid a fee of \$4,365.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning and Development recommends revoking their probationary Sunday sales license.  Sheriff’s Office recommends revoking the business license and alcohol license.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



PLANNING & DEVELOPMENT DEPARTMENT

## MEMORANDUM

**TO:** Augusta-Richmond County Commission  
**FROM:** Planning & Development Department  
**DATE:** April 29, 2025  
**SUBJECT:** Compliance Review and Recommendation – Tiffany’s Eatery (828 Broad Street)

This memo provides a compliance review of Tiffany’s Eatery, located at 828 Broad Street, in regard to their alcohol license and business operations. The review includes an overview of licensing status, operating practices, relevant ordinance violations, and gross revenue performance related to the statutory requirement for food-to-alcohol sales ratio.

### Alcohol Ordinance

#### Sec. 6-2-3 – Sale a Privilege, Not a Right

Nothing in this chapter shall be construed as granting any individual the right to sell alcoholic beverages. The manufacture, sale, and distribution of alcoholic beverages is declared to be a **privilege** in the State of Georgia and in Augusta-Richmond County.

### Business Overview

**Business Name:** Tiffany’s Eatery  
**Address:** 828 Broad Street, Augusta, GA

#### Licenses Held:

- **Business License Classifications:**
  - NAICS 722211 – Limited-Service Restaurant
  - NAICS 7224 – Drinking Places
- **Alcohol License:**
  - Class E – Liquor (Consumption on Premises)
  - Class A – Beer (Consumption on Premises)
  - Class C – Wine (Consumption on Premises)

#### Operating Hours

Operating hours are vary according to Alpha Louis (as of April 21, 2025), there is no set schedule.





PLANNING & DEVELOPMENT DEPARTMENT

**Acknowledgement of Complaints and Concerns from Sheriffs Office**

<b>Issue</b>	<b>Code/Ordinance Reference</b>
<b>Safety Concerns</b>	Ordinance 3-3-25
<b>Indoor Smoking</b>	Ordinance 7622
<b>Door Cover Charge</b>	Ordinance 6-2-52 ( <i>Requires certification from Fire Marshal</i> )
<b>Loitering</b>	Ordinance 3-7-31
<b>Restaurant Classification Compliance</b>	Ordinances 6-2-2 and 6-2-52
<b>After-Hour Alcohol Service</b>	Ordinance 6-2-14
<b>Closing Time Violation</b>	<i>Sheriff's Office Report – March 15, 2025: Alcohol service documented after 3:00 AM</i>
<b>Gross Revenue Requirement (50% Food Sales)</b>	See financial data below

**Gross Revenue Summary**

**2024 and Y-T-D Sales Performance (Initial Reporting)**

<b>Month</b>	<b>Food Sales</b>	<b>Alcohol Sales</b>	<b>Total Sales</b>	<b>% of Sales from Food</b>
June	\$2,868.50	\$8,478.00	\$11,346.50	25%
July	\$13,851.13	\$21,853.71	\$35,704.84	38%
August	\$17,030.00	\$10,109.95	\$27,139.95	62%
September	\$9,698.93	\$6,497.00	\$16,195.93	59%
October	\$3,689.00	\$1,053.00	\$4,742.00	77%

**Excise Sales Reported with Alcohol**

<b>Month</b>	<b>Food Sales</b>	<b>Alcohol Sales</b>	<b>Total Sales</b>	<b>% of Sales from Food</b>
November	\$3,178.22	\$2,651.00	\$5,829.22	54%
December	\$3,178.75	\$5,328.88	\$8,507.63	37%
January	\$14,362.55	\$5,797.37	\$20,159.92	71% ( <i>includes door cover</i> )
February	\$20,272.32	\$9,772.02	\$30,044.34	67% ( <i>includes door cover</i> )



PLANNING & DEVELOPMENT DEPARTMENT

### **Recommendation**

In light of the above findings and consistent noncompliance with key ordinances and revenue thresholds, **the Planning & Development Department recommends the revocation of Tiffany’s Eatery’s Sunday alcohol sales privileges**, as originally approved during the Augusta Commission Meeting held on November 19, 2024.



## RICHMOND COUNTY SHERIFF'S OFFICE

Law Enforcement Center  
400 Walton Way  
Augusta, GA 30901  
Phone: 706-821-1000 Fax: 706-821-1064

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March 28, 2025

Cecilia Woodruff  
Augusta-Richmond County  
Planning and Development  
1850 Marvin Griffin Rd  
Augusta, Ga. 30906

Re: 828 Broad Street Augusta GA 30901 (Tiffany's Eatery)

Ms. Cecilia Woodruff

On February 15<sup>th</sup> 2025 at approximately 0300 hours Richmond County Deputies entered the business located at 828 Broad Street in Augusta Richmond County (Tiffany's Eatery & Lounge) due to a large crowd which was at the front door of the business attempting to get through security. Upon entering the business officers observed the bartender pouring a glass of Don Julio to a patron. Additionally, there were other patrons at the bar with money in their hands. Officers detected a strong odor of marijuana and a large crowd in the back of the establishment. Lt. Concepcion requested the owner but was told they wouldn't be available. The business was advised to close for the night and the patrons were escorted out. Inv. Jose Ortiz later spoke with the manager (Keonna Warren) who confirmed she was responsible for the business on the night it was observed servicing alcohol past the allowable hours. While speaking with Warren, Inv. Ortiz advised her that all forms of smoking are not allowed in the establishment. Inv. Ortiz also advised the Hookahs that were set out by the business were in violation of the smoking ordinance.

On March 9<sup>th</sup> 2025 at approximately 0310, Investigator Ortiz made contact with the business agent, Alpha Louis, after noticing a large amount of smoke in the business and observing patrons actively smoking. Louis was advised there was a no smoking ordinance at which time Louis stated he would tell his patrons not to smoke in the business. This Investigator told Louis his manager was advised of the no smoking ordinance on February 21<sup>st</sup>. Inv. Ortiz left the establishment after Louis stated that he would tell the patrons not to smoke in the business and stood by outside due to the large crowd which was in front of the entrance wanting to get in. At 0330 Inv. Ortiz again entered the business due to the smoke not dissipating and walked to the rear of the business. Inv. Ortiz observed Louis walking by patrons who were actively smoking and not address them. Inv. Ortiz again advised Louis of the ordinance at which time Louis stated he had been telling patrons not to smoke. Louis was advised he was observed by this Inv. walking by two of his smoking patrons and not addressing them. Louis was also told if he was unable to comply with the ordinance he would have to close for the evening. Louis then advised



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he was going to close and tell their security not to let anyone in with cigarettes the from that point on. Inv. Ortiz advised Louis his business can not provide Hookahs either because they too are in violation of the ordinance and told him that his manager Warren was advised of this on the 21<sup>st</sup> as well. Louis asked Warren if that was true and Warren admitted she was told of the no smoking ordinance to include the Hookahs.

On March 15th, 2025 at 0303 hours Corporal Amanda Donald (C-30) along with Deputy Corby Mcintire (301), Deputy Thomas Ray (302) and Deputy Matthew Cowdrey (K1) were conducting an area check of Tiffany's Eatery & Lounge (828 Broad Street) due to a large crowd outside of the business and only one special duty Deputy (Deputy Tiffany Dixon T5) working outside. While in the area Deputies observed a large crowd begin to exit as well as commotion from within the business. An unknown male exited the business highly irate with a bloody nose and mouth however he did not want to speak with Deputies and left the scene. The commotion that had begun within the business continued outside at which point multiple fights broke out on the side walk. Deputies separated all parties involved and entered Tiffany's Eatery & Lounge where they observed alcohol being served despite the time being after 0300 hours. Upon entering the establishment, Deputies also detected a strong odor of marijuana coming from inside the building. Tiffany's Eatery & Lounge continues to serve alcohol under the pretense that they are also selling food however, it has increasingly become a problem in the area, leading to multiple fights. Chrislynn Thompson and Keonna Warren were the employees working at the time of the incident.

On March 16<sup>th</sup> 2025, at approximately 0200 hours Inv. Ortiz entered the business and observed that all the chairs had been moved against the wall. Some of the tables were also stacked on top of each other at the front of the business. In rear of the business all the tables and chairs were also moved against the wall and people were observed sitting on the tables and on top of the both seats. One patron was even observed dancing on top of a table. A DJ has also been present in the business every time this Investigator enters the business.

On March 23<sup>rd</sup> 2025 at approximately 0300 hours, Inv. Ortiz stood outside Tiffany's Eatery & Lounge, observing a large crowd in front of the business, hearing loud dance music, and the doorman charging a cover to enter, which made it clear that it was now a club, not a restaurant. Inv. Ortiz entered the business and approached Louis, and told him he was not able to charge people to enter a business if it was a restaurant. Louis then told Inv. Ortiz that "Inv. Ortiz told me I could." Inv. Ortiz told Louis that was not true and he could not charge at the door. Louis again advised "Inv. Ortiz told me I could". Louis continued, stating that he was using that money for the food sales because of the 50 percent rule. Inv. Ortiz told Louis that he was speaking to Inv. Ortiz and that he was never advised he could do so. Inv. Ortiz also advised Louis that what he was doing was falsifying food sales because none of the money collected at the door was not for the purchase of food but a fee to enter a restaurant which he could not do. Louis then stated "Oh you shaved your beard". Louis then stated that he was never told he wasn't



# RICHMOND COUNTY SHERIFF'S OFFICE

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able to do that. Inv. Ortiz advised Louis he knew he could not charge cover or say that the cover was food sales. Louis again stated that no one told him he wasn't able to do that.

On February 25<sup>th</sup> 2025 Inv. Ortiz contacted License and Inspections and was advised, while Alpha Louis was attempting to get a restaurant license in the summer of 2024, he asked if he was allowed to charge at the door and was told unless he obtained a Hybrid license he was not allowed to do so. Inv. Ortiz was also advised he was given an ordinance book which clearly states what he is allowed to do and not do. Inv. Ortiz also learned during that conversation Louis does not have a Dance Hall License and has been utilizing a DJ there and making room for a dance floor without applying for proper licenses.

Due to all of these events, it is our belief that this bar/restaurant is knowingly and willingly violating the ordinance of Augusta Richmond County. It is also evident that Louis is willing to lie to law enforcement officers stating that I, Investigator Ortiz, who he did not recognize at the time, told him it was ok to do something which he knew was against county ordinances. When confronted about his lie Louis then stated he was never told he couldn't which was again found to be a lie. It is this Investigators belief, if this business is allowed to continue operating as it has been doing so, the disregard to the law and ordinances will only continue and probably escalate and put citizens at risk for his monetary gain.

Please consider this a formal request to bring 828 Broad Street Augusta GA 30901 (Tiffany's Eatery & Lounge) before the Augusta Richmond County Commission to have their Alcohol and Restaurant license considered for Suspension.

Respectfully  
Inv. Jose Ortiz



## Public Services Committee Meeting

Meeting Date: April 29, 2025

Motion to receive an update on the development of the Outdoor Urban Adventure Center in partnership with Destination Augusta, and to approve the proposed Management and Operations Agreement with The Forge Management, LLC.

- Department:** Destination Augusta  
Recreation & Parks  
Central Services
- Presenter:** Bennish Brown  
Jennifer Bowen  
Tameka D. Williams  
Ron Lampkin
- Caption:** Update - Outdoor Urban Adventure Center via Destination Augusta, and presentation of draft operating agreement.
- Background:** Destination Augusta and The City entered into a MOU in November of 2023 to facilitate the design and build of an outdoor adventure center using designated SPLOST VIII funding. Destination Augusta is to lead the project through design and construction, and identify a private contractor to operate the attraction on behalf of the City of Augusta. Destination Augusta has partnered with The Forge Management, LLC to develop an Outdoor Urban Adventure Center along the Augusta riverfront. This effort includes proposed features such as a zipline attraction over the Savannah River, based at the historic Freedom Bridge, along with other eco-tourism and recreation-oriented elements. The project is part of a broader vision to create a unique experience blending adventure, education, and riverfront revitalization. The Forge has completed similar projects in other U.S. cities and brings specialized expertise in outdoor recreational development.
- Analysis:** The draft Management and Operations Agreement between the City of Augusta and The Forge Management outlines key operational roles, fiscal responsibilities, and revenue sharing arrangements for the Adventure Park. Under the agreement:
- The Forge will independently manage and operate the facility while providing quarterly reports to the City.
  - The City retains ownership of the capital assets and will receive 3% of net revenue quarterly.

- The Forge is responsible for staffing, maintenance, legal compliance, and insurance.
- The agreement is effective through December 31, 2030, with early termination clauses and indemnification provisions clearly outlined.

This draft formalizes the working relationship and sets expectations on transparency, fiscal accountability, and ongoing coordination.

**Financial Impact:**

There is no direct cost to the City for ongoing operational expenses under this agreement. The Forge Management will cover all operational costs, while the City will retain financial responsibility for capital equipment replacement. Revenue received by the City is projected to be 3% of net Adventure Park revenue, providing a long-term, passive income stream.

**Alternatives:**

1. Approve the agreement as presented and authorize staff to proceed with final execution.
2. Recommend revisions to the agreement and request renegotiation with The Forge.

**Recommendation:**

Staff recommends that the Commission receive the update and approve the draft Management and Operations Agreement which has been reviewed by the Law Department, the Finance Department and the Administrator’s Office.

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

N/A

**REVIEWED AND APPROVED BY:**

N/A

## MANAGEMENT AND OPERATIONS AGREEMENT

This MANAGEMENT AND OPERATIONS AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 2025, effective as of \_\_\_\_\_, 2025, by and between The City of Augusta, GA (the "Owner"), and The Forge Augusta, Incorporated, a Georgia corporation (the "Manager").

### RECITALS

WHEREAS, Owner and Manager have contributed to the design and development of The Forge: Augusta Outdoor Adventure Center in the City of August, Georgia (the "Adventure Park"); and

WHEREAS, Owner desires to engage Manager to manage the Adventure Park, and the Manager desires to retain, operate and manage the Adventure Park on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

#### 1. Appointment of Manager; Relationship of Owner and the Manager.

Manager shall provide management and operational support services to the Owner, as hereinafter provided. Manager shall be independent of the Owner. Nothing contained herein shall be deemed to make or render the Owner a partner, co-venturer or other participant in the business or operations of the Manager, or in any manner to render Owner liable, as principal, surety, guarantor, agent or otherwise for any of the debts, obligations or liabilities of Manager. Similarly, nothing contained herein shall be deemed to make or render the Manager a partner, co-venturer or other participant in the business or operations of the Owner, or in any manner to render Manager liable, as principal, surety, guarantor, agent or otherwise for any of the debts, obligations or liabilities of Owner.

#### 2. Management Services.

Commencing on the effective date of this Agreement, Manager will provide, supply and render such management and operational support services as are necessary to provide service to the Owner and, as more specifically described below, shall:

- a. Administer and supervise all of the finances of the Adventure Park, including payroll, taxes, accounting, bookkeeping, record keeping, managing of accounts payable, and accounts receivable, banking, financial records and reporting functions, with the power to make such changes therein, in its sole discretion, and to incorporate such functions into systems used by Manager. Manager shall prepare and maintain financial statements for the Business according to generally accepted accounting principles consistently applied and shall provide the Owner with unaudited annual operating reports reviewed by a third-party accounting firm and unaudited quarterly operating reports and statements including but not limited to cash flow statements and income statements and such other reports and information as may be requested by Owner from time to time. At such time as additional capital improvements are added to the Adventure Park or gross revenue from the operations



or the Adventure Park surpass Three Million Dollars (\$3,000,000) in a calendar year, the parties will meet regarding this provision and determine if a higher degree of review or an independent audit is merited for the Adventure Park financial statements, and, if so, shall amend this Agreement to reflect the agreed accounting requirements.

- b. Select, employ and train all personnel necessary to service the Adventure Park.
- c. Supervise and control the purchase of all materials and supplies, and acquire, lease, dispose of and repair equipment and facilities necessary to provide safe and adequate service at the Adventure Park. This shall include, without limitation, the requirement to obtain third party inspections of the structures and equipment consistent with standard industry practice and applicable law, to maintain the equipment in a safe condition and keep insurance coverage on the facility, as well as any damage, theft or loss of equipment, which shall also be insured as is customary in the industry.
- d. Commence, defend and control all legal actions, arbitrations, investigations and proceedings that arise due to events occurring in connection with the Adventure Park during the term of this Agreement.
- e. Maintain the assets of the Owner in good repair, order and condition, normal and reasonable wear and tear excepted.
- f. The Manager agrees that at all times during the term of this Agreement it shall, to the extent the Owner has adequate funds thereto:
  - a. Do nothing, and permit nothing to be done (which is within the control of the Manager), which will or might cause the Adventure Park to operate in an improper or illegal manner.
  - b. Not cause a default in any of the terms, conditions and obligations of any of the contracts and other agreements of the Owner with respect to the Adventure Park.
  - c. To the extent permissible by law, maintain in full force any and all licenses and permits necessary to operate the Adventure Park in the State of Georgia and comply fully with all laws respecting its formation, existence, activities and operations.
  - d. Allow the Owner and the employees, attorneys, accountants and other representatives of the Owner, full and free access to its books and records, and all of the facilities of the Adventure Park with reasonable advance notice and at times designed to minimize interruption to the business.

Notwithstanding the foregoing, the Manager shall not have the authority, without the express written consent of the Owner, to purchase in the name of the Owner, or for use by the Owner, any assets outside the ordinary course of business, or incur any indebtedness outside the ordinary course of business. Notwithstanding the foregoing, if Manager, in its reasonable discretion, deems it necessary to acquire additional equipment or to replace equipment damaged in the ordinary course of business in order to operate the Adventure Park in a more profitable manner, and such expenditure is in an amount that is less than \$5,000, then Manager may make such purchase during the operating year and submit the item to the Owner for consideration in its capital expenditure budget at the end of the year. If Owner does not approve reimbursement of the purchase, then Manager may remove the equipment from the Adventure Park or may

decide to rent the piece of equipment to the Adventure Park at a rate that is consistent with the amount that would be paid to an unrelated third party for such rental.

### 3. Obligations of the Owner.

Prior to the expiration of this Agreement, the Owner shall provide the Manager with true and correct information relating to all functions for which the Manager has responsibility hereunder and shall not take any action to interfere with the Manager's performance of its duties hereunder. Owner shall reasonably consider any capital request made by Manager, if made by November 15 of any year of this Term, for capital expenditures reasonably designed to improve the Adventure Park for the subsequent operating year.

### 4. General and Administrative Activities.

To the extent that Manager shall deem it necessary or desirable, Manager shall have the power and authority to combine and integrate, at its own office premises, certain "general and administrative" (as such term is used in accounting practice) activities of the Business, including, but not limited to, all accounting, bookkeeping, human resources, legal, record-keeping, paying, receiving and other fiscal or financial activities, with those of Manager, provided that any obligation of the Owner to share or defer costs of such office shall be subject to the subsequent agreement of the Owner.

### 5. Location.

During the term of this Agreement, the operations of the Adventure Park will be serviced by Manager from the Manager's office at the Adventure Park or any other location selected by Manager.

### 6. Revenue Share and Customer Engagement/Pricing.

a. Customer Pricing. Manager shall have the right to set the prices, discounts, and make decisions regarding income generating activities. Manager shall consult with Owner regarding the pricing structure and Owner shall provide prompt feedback regarding the pricing. Manager shall not charge an amount for the activities that is substantially higher or lower than the market value of such activities in the area of the country where the activities are located, as is reasonably determined by Manager.

b. Operating Expenses. Manager is responsible for the operational expenditures of the Adventure Park, including, without limitation, expenses for employees, operational software, sales and marketing, legal, accounting, administrative, insurance, security, website, and maintenance of the Adventure Park and the equipment used by guests and participants.

c. Capital Expenses. Owner purchased the capital assets that are being used by the Adventure Park. Unless otherwise agreed upon in writing, new capital equipment, including replacement of the present equipment in the ordinary course of business shall be the responsibility of Owner. On or before November 15 of each calendar year, Manager shall provide Owner with an annual estimate of any replacement capital expenditures and shall make a recommendation of suggested capital additions to the Adventure Park, which recommendation shall include a cost benefit analysis pertaining to each recommended capital expenditure.

d. Payment to Owner. Manager shall, on a monthly basis, provide Owner with an activity report showing revenue and expenses of the Adventure Park for the prior period. Additionally, Manager shall make a payment to Owner, on a quarterly basis, in the amount of three percent (3%) of the net revenue of the Adventure Park. These payments shall be made by the 20<sup>th</sup> day of the month following the close of the preceding quarter. For the purposes hereof, the net revenue shall equal the gross revenue for all activities less the amount returned to customers as returns, allowances or refunds. Owner may audit the activity report and calculation of Owner's payment for up to the prior six months of activity upon reasonable request, which request shall be made not more than two (2) times in any calendar year. Owner shall pay the cost of the audit and shall reimburse Manager for its time in responding to the audit if the results of the audit show Manager's report to be accurate. Manager shall retain for its own account the remaining revenue (if any) after payment of operational expenses and the payment to Owner as herein described.

#### 7. Term of Agreement; Termination of Rights.

(a) The term of this Agreement shall commence on its execution and shall become effective on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. The Agreement shall terminate without any further renewals upon December 31, 2030. Upon termination of this Agreement, all books and records relating to the operation of the Adventure Park shall be immediately returned to the Owner. Notwithstanding the foregoing, the Owner may terminate this Agreement prior to the expiration of its term upon ninety (90) days advance notice which termination shall be effective upon the expiration of the ninety (90) day notice period and payment of the termination fee, as is set forth below. The parties acknowledge Manager shall provide significantly more time, effort, expertise and expense in the first 18 months of the term of this Agreement and expects to receive the benefit of such effort over the term hereof through 2030. Accordingly, if the Agreement is not renewed on January 1 of any year of the term or if Owner otherwise terminates this Agreement prior to December 31, 2030, Owner shall pay Manager a termination fee based upon the date of termination or non-renewal as follows: (1) if terminated prior to 1/1/2026 a payment of \$60,000; (2) if terminated after 12/31/2025 and prior to 1/1/2027 a payment of \$50,000; (3) if terminated after 12/31/26 and prior to 1/1/28 a payment of \$40,000; (4) if terminated after 12/31/27 and prior to 1/1/29 a payment of \$30,000; (4) if terminated after 12/31/28 and prior to 1/1/30 a payment of \$20,000; and (5) if terminated after 12/31/29 and prior to 12/31/30 a payment of \$10,000.

(b) In the event of a default by Manager under this Agreement (as defined below), Owner may, at its option, provide written notice of such default, with such notice setting forth the alleged default, and thereafter Manager shall have thirty (30) days to cure such default. If, after expiration of the thirty (30) days' written notice terminate this Agreement (if such default is not cured within such thirty (30) day period or such longer period as required to effect a cure if a cure is commenced within 30 days and diligently prosecuted), then Owner may terminate the Agreement. Default shall be defined as: (i) Manager violates any material provision of this Management Agreement; (ii) Manager violates or is in material breach of any provision, representation, warranty, covenant or undertaking set forth herein; or (iii) Manager: (a) makes an assignment for the benefit of creditors, (b) is adjudicated a bankrupt, (c) files or has filed against it any bankruptcy, reorganization, liquidation or similar petition or any petition seeking the appointment of a receiver, conservator or other representative, or (d) proposes a composition arrangement with creditors. The date on which this Agreement is terminated pursuant to Section 9(a) above or this Section 9(b) is hereinafter referred to as the "Expiration Date."

## 8. Indemnification.

(a) By Manager: Manager shall indemnify, defend and hold harmless Owner and its affiliates, their respective shareholders, officers, directors, employees, and agents, against and in respect of any and all losses, claims, damages, causes of action, actions, obligations, liabilities, deficiencies, suits, proceedings, actual out-of-pocket obligations and expenses (including cost of investigation, interest, penalties and reasonable attorneys' fees) (collectively, "Losses") arising out of or due to the operation of the Adventure Park - other than incident to the profit and loss generated at the Adventure Park in the ordinary course of business - by Manager, its affiliates, agents, servants and/or employees. The obligations set forth in this Section 10(a) shall survive for a period of one (1) year following the Expiration Date.

(b) By Owner: Owner shall indemnify, defend and hold harmless Manager and its affiliates, their respective shareholders, officers, directors, employees, and agents, against and in respect of any and all Losses arising out of or due to the negligent ownership of the Adventure Park by Owner, its affiliates, agents, servants and/or employees prior to the commencement of the term of this Management Agreement and with respect to operating losses. The obligations set forth in this Section 10(b) shall survive for a period of one (1) year following the Expiration Date.

(c) If a party entitled to indemnification (the "Indemnitee") receives notice of any claim or the commencement of any action or proceeding with respect to which a party is obligated to provide indemnification (the "Indemnifying Party") pursuant to subsections (a) and (b) of this Section, the Indemnitee shall promptly give the Indemnifying Party notice thereof ("Indemnification Notice"). Such Indemnification Notice shall be a condition precedent to any liability of the Indemnifying Party under the provisions for indemnification contained in this Agreement. Except as provided below, the Indemnifying Party may compromise, settle or defend, at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, any such matter involving the asserted liability of the Indemnitee. In any event, the Indemnitee, the Indemnifying Party and the Indemnifying Party's counsel shall cooperate in the compromise of, or defense against, any such asserted liability. If the Indemnifying Party provides the Indemnitee a defense to a third-party claim at the Indemnifying Party's cost with a qualified attorney, Indemnitee may participate and/or monitor the defense with an attorney of the Indemnitee's selection (at the Indemnitee's own expense). Provided that the Indemnifying Party pays for the full cost of the settlement of any claim, the Indemnifying Party may settle any claim without the consent of the Indemnitee. If the Indemnifying Party chooses to defend any claim, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defense.

## 9. Additional Provisions.

(a) This Agreement sets forth the entire understanding and agreement among the parties hereto with reference to the subject matter hereof and may not be modified, amended, discharged or terminated except by a written instrument signed by the parties hereto.

(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia applicable to agreements made, delivered and to be performed within such State.

(c) This Agreement may not be assigned by Owner or Manager, except that Manager may in its sole discretion assign this Agreement to a properly licensed affiliate performing similar types of services. Upon

any assignment Manager shall remain primarily liable and also be jointly and severally liable to Owner for performance of Manager's duties herein.

(d) All of the terms and provisions of this Management Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the parties hereto and their respective successors and assigns. Except for affiliates of the Owner and Manager and their respective shareholders, officers, directors, employees and agents, no person other than the parties hereto shall be a third-party beneficiary of this Agreement or have any rights hereunder.

(e) No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other rights, power or remedy.

(f) No publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be issued without advance approval of the form and substance thereof by Owner.

(g) Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the Richmond County Superior Court in the State of Georgia, and each party waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the jurisdiction of that court in any such action, suit or proceeding. Any and all service of process and any other notice in any such action, suit or proceeding shall be effective against any party if given by registered or certified mail, return receipt requested, or by any other means of mail which requires a signed receipt, postage prepaid, mailed to such party as herein provided. Nothing herein contained shall be deemed to affect the right to any party to service of process in any other manner permitted by law.

(h) If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

(i) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(j) The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(k) The Manager shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the Manager hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Owner the right to terminate this Agreement at its sole discretion.

(l) Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Manager or any subcontractor of Manager or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Owner. Manager agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of Manager which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

(m) M. 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.

(n) Manager 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, Manager is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Manager'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 Manager may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Manager 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 any 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 Manager. Manager 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.

(o) The Manager shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the Manager and Owner. Manager shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

(p) During the performance of services under this Agreement, Manager agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Manager will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(q) All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such notices, consents, approvals or communications shall be addressed as follows:

For Owner:                   Office of the Mayor  
535 Telfair Street  
Suite 200  
Augusta, Georgia 30901

Recreation and Parks Department  
ATTN: Charles Jackson  
2027 Lumpkin Rd  
Augusta, GA 30906

With a Copy to:            General Counsel  
Augusta Law Department  
535 Telfair Street, Building 3000  
Augusta, GA 30901

For Manager:

IN WITNESS WHEREOF, the parties have executed this Management Agreement as of the date first above written.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

MANAGER:

The Forge Management, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

OWNER:

Augusta, Georgia

Garnett L. Johnson  
\_\_\_\_\_  
Garnett L. Johnson

\_\_\_\_\_  
Name

Mayor  
\_\_\_\_\_  
Title





**Public.Service.Committee.Meeting**

Meeting Date: 04/15/2025

Airport New Vehicle Purchase; AGS Facilities Maintenance Dept.

- Department:** Augusta Regional Airport
- Presenter:** Herbert L. Judon, Jr., Airport Executive Director
  
- Caption:** Motion to approve Facilities Maintenance Department purchase of 2 Ford F-150’s in the amount of \$111,863.00.
  
- Background:** The AGS Facilities Maintenance Department, in the last year, has gained new employees and requires additional vehicles support for landside/airside grounds tasks and maintenance; to include Facilities Maintenance administrative staff.
  
- Analysis:** In the 2025 Airport Capital Budget both vehicles were allotted for. The actual cost from the Richmond County Fleet Department is \$55,931.50 (each). The total amount will be paid over 3 years under the General Municipal Association (GMA) lease payment agreement.
  
- Financial Impact:** This purchase will be funded through airport enterprise funds.  
  
These Vehicles have been budgeted and will be funded by the Airport Enterprise Fund  
Account Number: 551-08-1205: 61.11631
  
- Alternatives:** N/A
  
- Recommendation:** Approve Facilities Maintenance Department purchase of 2 Ford F-150’s in the amount of \$111,863.00.
  
- Funds are available in the following accounts:** 551-08-1205: 61.11631
  
- REVIEWED AND APPROVED BY:** N/A

Effective date: 01/01/2020

**Augusta Richmond County, Georgia  
New GMA Lease Proposal Form**

Before a Department may apply for GMA lease, they must first contact GMA Lease Coordinator and the department finance liaison in the Finance Department. The GMA Lease Coordinator will review if the GMA Lease is eligible and the best option for equipment purchase. A copy of the GMA Lease Proposal Form should be sent to the GMA Lease Coordinator to review and route for approvals. The finance liaison will review and make sure the lease payment budget is available in the department budget.

Date of Request: March 5, 2025 Department Name: Augusta Regional Airport

Equipment/Vehicle Purchase Description:

2025 Ford F150 (1/2 ton) Regular Cab, 6 Cyl, 4x2 LWB x 2

Cost: \$ 55,931.50 x 2 Anticipated Purchase Date: 4/30/2025

GMA Lease repayment in Department budget:  Yes  No

Dept. lease repayment org key & object code - 6111631: 551081205-6111631

(Notes: for **GMA purchase order**, please use **631101110-5499631**)

Risa Bingham Risa Bingham 706-798-3236  
Department Contact Name & Signature Contact phone #

1.) GMA Lease Coordinator has reviewed the request.

Find the request feasible for the GMA Lease, and lease payment was budgeted.

Deny the Request: \_\_\_\_\_

[Signature] 3/5/2025  
Financial Analyst Date

2.) I have reviewed the GMA Lease Request and:

Find the the request feasible/eligible for the GMA Lease.

Deny the Request: \_\_\_\_\_

[Signature] 3/5/2025  
Deputy Finance Director Date

**This form will also be used to provide the external auditors with information on all GMA Lease Purchase for compliance and internal control as required by the Georgia Municipal Association.**

# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

Item 5.

**2025 Ford F150 (1/2 ton)  
Regular Cab, 6 Cyl, 4x2, LWB**

**Base Price \$ 38,993.00**

**SWC #99999-SPD-ES40199373-002**

**Equipment included in base price:**

**2.7L V-6 Engine**

- 10 Speed Automatic Transmission
- Factory Installed A/C
- AM-FM Radio
- Solar Tinted Glass
- Power Steering/ABS Brakes
- Rear view back up camera
- Vinyl 40/20/40 Bench Seat
- Rubber Floor Covering
- Full Size Spare/ Step bumper
- Autolamp headlights
- Long bed 8'
- Power Windows, Locks & Mirrors
- Cruise control
- P245/70Rx17 Tires
- Ford SYNC (Bluetooth)

Options	Price	Code
5.0L V8 Flex Fuel engine	2,350.00	995
3.5L V6 EcoBoost engine**	2,948.00	99G

Extended range fuel tank**	410.00	655
<b>Super Cab (6.5 ft. bed)</b>	<b>5,735.00</b>	<b>\$ 5,735.00 X1C</b>

4x4 Option- <b>Regular cab</b>	5,225.00	F1E
<b>4X4 Option-Super&amp;Crew Cabs</b>	<b>5,525.00</b>	<b>\$ 5,525.00 X1E</b>

Crew Cab SWB (5.5 ft bed)	8,765.00	W1Cs
<b>Crew Cab LWB* (6.5 ft bed)</b>	<b>9,995.00</b>	<b>W1C/Long</b>

**\*\*\* (4x4) ONLY**

Limited Slip Axle	1,345.00	XL3
<b>Daytime Running Lights</b>	<b>95.00</b>	<b>\$ 95.00 942</b>

Rear Parking Sencers

<b>LT265/70R17C A/T tires</b>	<b>562.00</b>	<b>\$ 562.00 T7C</b>
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<b>Class IV Hitch (w/o tow pkg)</b>	<b>495.00</b>	<b>53B</b>
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<b>Trailer Tow Pkg</b>	<b>1,525.00</b>	<b>\$ 1,525.00 53A</b>
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Exterior Colors Interior Color  
Gray

<b>YZ Oxford White</b>	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"

<b>Running boards (black)</b>	<b>475.00</b>	<b>\$ 475.00 18B</b>
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40-20-40 Cloth Split Bench	725.00	CS
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Rear window defroster n/a REC	305.00	57Q/924
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**LED Warning Beacons  
top brake light mounted**

	950.00	94S
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FOB Allan Vigil Ford  
Delivery- see chart, \$75 minimum

<b>Spray-in Bedliner</b>	<b>625.00</b>	<b>\$ 625.00 ATK</b>
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Carpeted floor mats	125.00	
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XLT Package	6,650.00	303a
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**ALLAN VIGIL FORD GOV'T SALES**

**6790 Mt. Zion Blvd  
Morrow, GA 30260  
770-968-0680 Phone  
678-364-3910 Fax**

<b>Options total</b>	<b>\$ 14,542.00</b>	
<b>Other vendor added equipment</b>	<b>\$ 2,246.50</b>	West Warning Quote #8290
<b>Delivery</b>	<b>\$ 150.00</b>	

<b>Total</b>	<b>\$ 55,931.50</b>	<b>18,644</b>
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Contact person		<b>37,290</b>
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<b>Agency</b>		<b>29,680</b>
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Phone Number		7,610
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551081205-6111631		7,610
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551081306-5412110		7,610
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29680  
37,290

**AUGUSTA, GEORGIA**  
**Budget to Actual Figures**

Ledger: GL  
Fiscal Year: 2025 As Of: 03/05/2025

Budget: PE

Key: 551081205 Title: Property Maintenance (Building) Director: JUDON Select Code:

Object Description	Budget	Actual	Encumbrance	Balance
5413120 Building Renovations	91,770.00	0.00	91,772.00	(2.00)
5421110 Machinery/Equipment	17,700.00	0.00	108,980.00	(91,280.00)
5432110 Capital outlay other	0.00	0.00	27,500.00	(27,500.00)
6111631 GMA Lease Program	29,680.00	0.00	0.00	29,680.00
<b>Total Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Expense</b>	<b>139,150.00</b>	<b>0.00</b>	<b>228,252.00</b>	<b>(89,102.00)</b>
<b>Grand Total Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Grand Total Expense</b>	<b>139,150.00</b>	<b>0.00</b>	<b>228,252.00</b>	<b>(89,102.00)</b>
<b>Grand Totals (Revenue - Expense)</b>	<b>(139,150.00)</b>	<b>0.00</b>	<b>(228,252.00)</b>	<b>(89,102.00)</b>

-

-

11						
12						
13						
14	<b>Item / Project Description</b>	<b>Priority Rank</b>	<b>CL</b>	<b>Acct. No.</b>	<b>Estimated Costs</b>	<b>Amt. Approved</b>
15	Vehicle - Groundskeeper II -	1			\$44,530.00	
16	Airside & Landside Use					
17	3-year GMA Lease				<b>14,843</b>	
18						



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**Augusta Aviation Commission  
Meeting Minutes  
March 20, 2025  
10:00 a.m.  
Orwen Commission Chambers  
2nd Floor - Terminal Building**

**Committee Members:** Chairwoman Ronic West; Vice-Chairman Commissioner Michael Cioffi  
Commissioner Dan Troutman; Commissioner James Germany;  
Commissioner Marshall McKnight; Commissioner Randy Sasser;  
Commissioner William Fennoy

**Staff:** Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa  
Bingham; Chief R. Beal; Mr. Bruce Keller; Ms. Diane  
Johnston; Mr. Cody Mitchell; Mr. Kory Anderson; Mr. Ken Hinkle;  
Mr. DeAndre Davis; Mr. Tyler Good; Ms. Jennifer Humphrey;  
Ms. Catherine Highsmith; Mr. Robert Kerr- Staff Attorney;

**Others:** Ms. Dana Lynn McIntyre – Augusta Business Daily; Lucy & Jaz - WFXG

**CALL TO ORDER & PRAYER** –Chairwoman Ronic West called the meeting to order at 10:05 am  
Prayer by Commissioner Troutman

**I. AGENDA, MINUTES, STATISTICS, & CONSENT- Chairwoman Ronic West**

**A. March 20, 2025 Meeting Agenda**

*Motion by Commissioner Troutman 2<sup>nd</sup> by Commissioner Germany to walk on Item M - (AGS) Masters  
2025 Van Rentals*

**B. February 27, 2025 Commission Meeting Minutes**

*Motion by Commissioner Troutman 2nd by Commissioner Germany to approve March 20, 2025, Augusta  
Aviation Commission meeting agenda, and the February 27, 2025, Commission Meeting Minutes.*

**II. COMMITTEE REPORTS:**

**III. FINANCE REPORT– Risa Bingham**

February Financials

*Motion by Commissioner Germany 2nd by Commissioner Fennoy to approve the February 2025 Financial Report as Presented*  
*No Discussion; Unanimous Ayes; Motin carries*

**IV. DIRECTOR ACTION REQUESTS:**

- A. Augusta Regional Airport (AGS)- Fuel Farm Improvements - Change Order #4 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Fuel Farm Improvements – Change Order #4*  
*No Discussion; Unanimous Ayes; Motin carries*
- B. Augusta Regional Airport (AGS)- Fuel Farm Improvements - Change Order #5 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Fuel Farm Improvements - Change Order #5*  
*No Discussion; Unanimous Ayes; Motin carries*
- C. Augusta Regional Airport (AGS)- Construction Contract with C.W. Matthews for Taxiway F Reconstruction, Amendment #1 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Construction Contract with C.W. Matthews for Taxiway F Reconstruction, Amendment #1*  
*No Discussion; Unanimous Ayes; Motin carries*
- D. Augusta Regional Airport (AGS)- Construction Contract with E.R. Snell for Cargo Road/Rental Car Access Road Construction Project – Elizabeth Giles  
*Motion by Commissioner Fennoy 2nd by Commissioner McKnight to approve Construction Contract with E.R. Snell for Cargo Road/Rental Car Access Road Construction Project*  
*No Discussion; Unanimous Ayes; Motin carries*
- E. Augusta Regional Airport (AGS)- 2025 Commercial Ground Transportation Permit – Tyler Good  
*Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve 2025 Commercial Ground Transportation Permit*  
*No Discussion; Unanimous Ayes; Motin carries*
- F. Augusta Regional Airport (AGS)- 2025 Ground Transportation Agreement with Turo, Inc. – Tyler Good



*Motion by Commissioner Germany 2nd by Commissioner Fennoy to approve 2025 Ground Transportation Agreement with Turo, Inc.  
No Discussion; Unanimous Ayes; Motin carries*

- G. Augusta Regional Airport (AGS)- Go Rentals Masters Rental Car Agreement – Kenneth Hinkle  
*Fennoy made a motion to approve, no one 2<sup>nd</sup>, motion died.  
Motion by Commissioner Troutman 2nd by Commissioner Germany to direct staff to handle as last year with a time frame to be determined by staff for the permit and pursue updating contract with Go Rentals Masters Rental Car at a later date.  
Discussion; Unanimous Ayes; Motin carries*
- H. Augusta Regional Airport (AGS)- Georgia Carolina Air LLC Lease Agreement 2025-2026 – Kenneth Hinkle  
*Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve Georgia Carolina Air LLC Lease Agreement 2025-2026  
Point of Privilege, Commissioner Troutman disclosed non-financial affiliation with stated company, voted to maintain quorum; Unanimous Ayes; Motin carries*
- I. Augusta Regional Airport (AGS)- Murphy Auto Group Hangar Lease Agreement 2025-2026 – Kenneth Hinkle  
*Motion by Commissioner Troutman 2nd by Commissioner Germany to approve Murphy Auto Group Hangar Lease Agreement 2025-2026  
No Discussion; Unanimous Ayes; Motin carries*
- J. Augusta Regional Airport (AGS)- Airport Fire Alarm Computer Upgrade – Richard Beal  
*Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Airport Fire Alarm Computer Upgrade  
No Discussion; Unanimous Ayes; Motin carries*
- K. Augusta Regional Airport (AGS)- New Vehicle Purchase; AGS Facilities Maintenance Dept. – Bruce Keller  
*Motion by Commissioner Germany 2nd by Commissioner Sasser to approve New Vehicle Purchase; AGS Facilities Maintenance Dept.  
No Discussion; Unanimous Ayes; Motin carries*
- L. Augusta Regional Airport (AGS)- Memorandum of Understanding (MOU) with Destination Augusta (DA) – Lauren Smith  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Memorandum of Understanding (MOU) with Destination Augusta (DA)  
No Discussion; Unanimous Ayes; Motin carries*
- M. Augusta Regional Airport (AGS)- Masters 2025 Van Rentals – Kenneth Hinkle  
*Motion by Commissioner McKnight 2nd by Commissioner Germany to approve Masters 2025 Van Rentals  
No Discussion; Unanimous Ayes; Motin carries*

## V. INFORMATION ITEMS

**VI. COMMISSION COMMENTS/ACTION REQUESTS:**

**ADJOURN MEETING**

**Motion to adjourn by Commissioner Sasser 2<sup>nd</sup> by Vacating Seats  
No Discussion; Unanimous Ayes; Motion carries**

**Meeting adjourned at 11:19 am**

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**Ronic West, Chairwoman  
Augusta Aviation Commission**



**Public Services Committee**

February 25, 2025

Underutilized Parks

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Discussion regarding underutilized parks. ( <b>Requested by Mayor Pro Tem Wayne Guilfoyle</b> )
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## Lena Bonner

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**From:** Charles Jackson  
**Sent:** Wednesday, April 23, 2025 10:01 AM  
**To:** Lena Bonner; Natasha L. McFarley  
**Cc:** Natascha Dailey; Tameka Allen; Charles Jackson  
**Subject:** Commission Agenda Items

Good morning Ms. Bonner -

There are two agenda items that are to be reconsidered on April 29th from previous meetings (see below). Will your office place these items on the agenda or should there be a new agenda item entered from a separate department? Thank you in advance for your response.

1. Feb. 25, 2025 — Discussion regarding underutilized parks. (Requested by Mayor Pro Tem Wayne Guilfoyle)
2. Feb. 25, 2025-- Discuss Downtown "TIA" Transportation Investment Act. (Requested by Commissioner Jordan Johnson)

Cordially,  
Charles

Charles M. Jackson, MPA  
 Deputy Administrator  
 Augusta-Richmond County  
 535 Telfair Street, Suite 910  
 (706) 821-2504 Office  
 (706) 829-7472 Mobile  
 cmjackson@augustaga.gov

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AED:104.1

# Proposed ARPD Decision Support System (DSS) for Underutilized Park Facilities

Item 6.



*Augusta*  
GEORGIA  
RECREATION & PARKS

  
Infrastructure Systems  
Management, LLC  
SPECIALIZED CONSULTING SERVICES

# Agenda

- Problem Statement and Background
  - Methodology
- Current Project Status and Schedule
- Discussions, Comments, and Questions

## Problem Statement and Background

Item 6.

- Currently, Augusta Recreation and Parks Department (ARPD) has over **seventy-four (74) Park Locations** throughout the County.
- To bring these Facilities to current standards and maintain them properly for the first year would cost an estimated **\$22 million**.
- On the average ARPD is allocated **\$1.2 million per year for maintenance**.
- Given the past and current maintenance funding for Park Facilities, and the rising construction and maintenance cost, **the current financial situation is not sustainable. It is essential to determine which Parks are being Utilized and/or Underutilized for Short and Long-Term planning, Future SPLOSTs Projects, Annual Maintenance Budgeting, and Administration and Commission Decision-Making purposes.**

# Methodology

The ARPD/ISM Team has studied and determined that the following Factors should be Variables when making Financial Decisions on Park Facilities:

1) Estimated Annual Maintenance Cost per Facility.

2) Park Classification.

- a. Mini Park – MP
- b. Neighborhood Park – NP
- c. Community Park – CP
- d. Regional Park – RP
- e. Special Purpose Facility – SPF

3) Condition of Park Facility

- a. Good
- b. Fair
- c. Poor



# Methodology

Item 6.

## 4) Proximity to Other Parks (Distance to park in radius miles).

- a. 0.50 miles
- b. 0.75 miles
- c. 1.00 miles

## 5) Park Size.

- a.  $\leq 1$  acre
- b. 1- 5 acres
- c. 5-10 acres
- d. 10-20 acres
- e.  $\geq 20$  acres

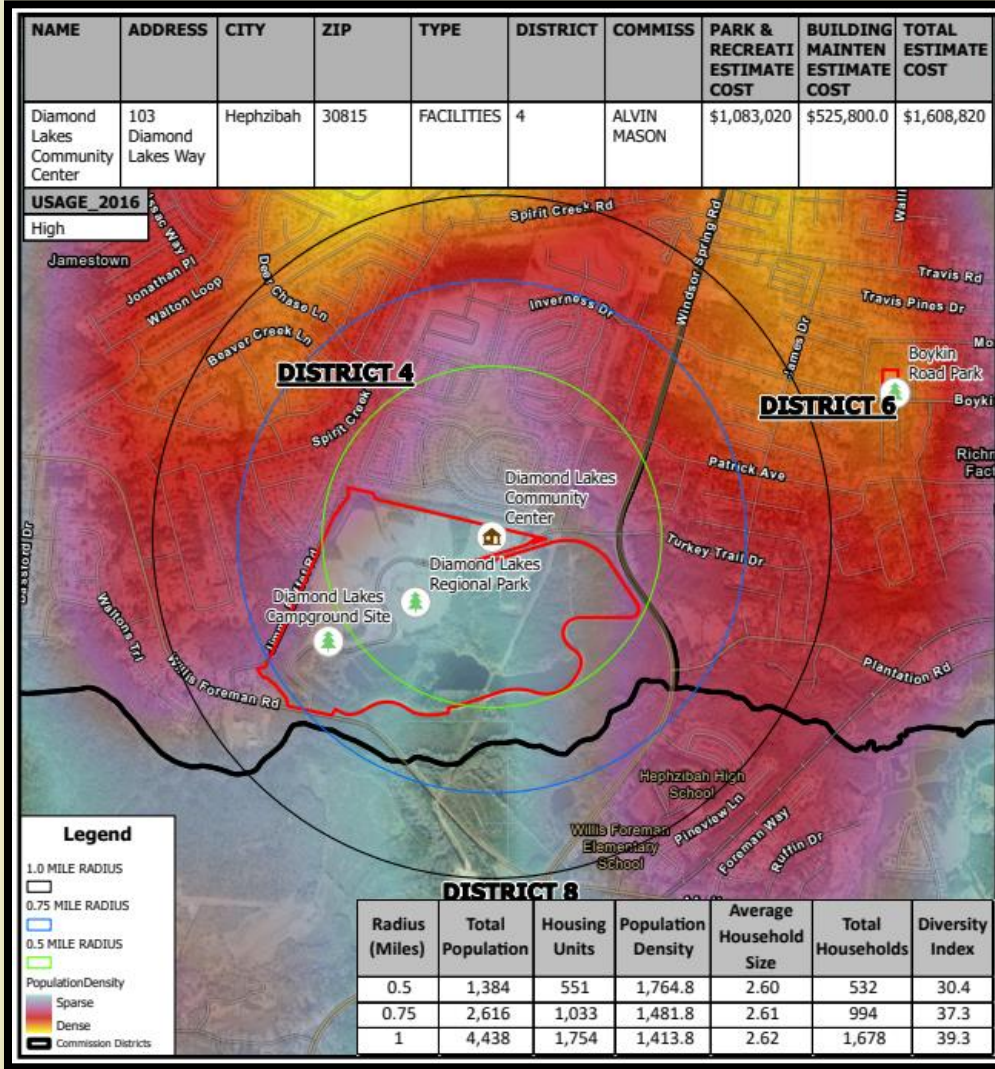
## 6) Park Usage.

- a. High – (67% to 100%)
- b. Medium – (33% to 67%)
- c. Low – (0% to 33%)

# Methodology

## EXAMPLE: Diamond Lakes Regional Park

Item 6.



**INDEPENDENT VARIABLE(S)**

NO.	PARK CLASSIFICATION	POINTS
1	Mini Park	0
2	Neighborhood Park	5
3	Community Park	15
4	Regional Park	25
5	Special Purpose Facility	35

NO.	CONDITION OF PARK	POINTS
1	Poor	1
2	Fair	2
3	Good	3

NO.	PROXIMITY TO OTHER PARKS	POINTS
1	<= 0.5 Miles	3
2	0.50 Miles to 0.75 Miles	6
3	0.75 Miles to 1 Miles	9
4	>= 1 Mile	12

NO.	PARK SIZE	POINTS
1	<= 1 Acre	1
2	1 - 5 Acres	2
3	5 - 10 Acres	3
4	10 - 20 Acres	4
5	>= 20 Acres	5

NO.	PARK USAGE	POINTS
1	Low (0% - 33%)	5
2	Medium (33% - 67%)	25
3	High (67% - 100%)	45

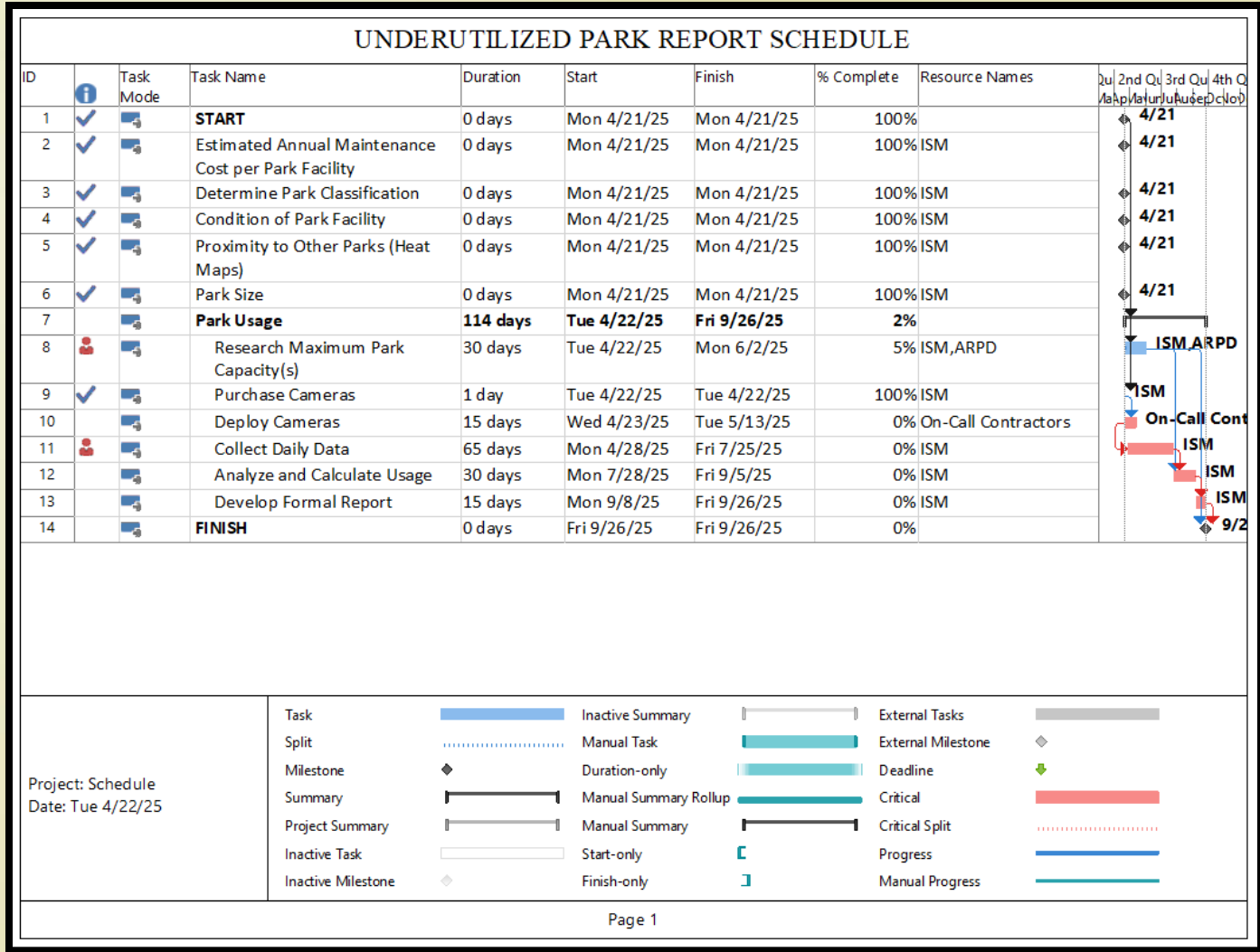
**DEPENDENT VARIABLE(S)**

NO.	UNDERUTILIZED PARK	POINTS
1	Utilized Park (60 - 100)	89
2	Underutilized Park (11 - 59)	

Maximum Points Possible: 100  
Minimum Points Possible: 10

# Current Project Status and Schedule

Item 6.



# Discussion, Comments, and Questions



**Public Services Committee Meeting**

April 29, 2025

City Clean-Up

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the implementation and organizing of <i>Operation: City Clean-Up</i> , a collaborative initiative between city departments aimed at improving the cleanliness and aesthetic of Augusta-Richmond County’s public spaces and roadways, while providing community service hours for participants. <b>(Requested by Mayor Garnett Johnson)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

# operation: city clean

Empower, Engage, Elevate



## **Overview**

The City of Augusta is committed to enhancing the quality of life for its residents by maintaining a clean, safe, and visually appealing environment. To further this mission, the Office of the Mayor, in collaboration with the City of Augusta judicial system, Richmond County Sheriff's Office, Marshall's Office, and city departments, proposes a new initiative to direct community service orders toward litter removal and city beautification projects. This initiative will not only improve the appearance of our city but also engage residents in positive, productive efforts to enhance their surroundings.

## **Background**

Littering and environmental neglect remain pressing issues within our city, affecting public health, the local economy, and the overall well-being of our community. While the city has established ongoing programs for litter removal, there is a need to amplify these efforts to address the growing concern. Community service programs already exist as a tool for rehabilitation and positive engagement for those sentenced to service hours. Leveraging these programs to focus on litter removal and beautification aligns with the goals of both community restoration and environmental stewardship.

## **Objective**

The primary goal of this initiative is to direct individuals serving probationary court-ordered community service and/or other court hours to contribute meaningfully to the cleanup and beautification of Augusta. The specific objectives are:

- **Improve Public Spaces:** Clean up litter from public streets, parks, and recreational areas, ensuring that public spaces remain welcoming and safe for residents and visitors.
- **Enhance Community Engagement:** Provide offenders with the opportunity to give back to the community by directly contributing to the city's upkeep, fostering a sense of responsibility and civic pride.
- **Foster Partnerships Between City Departments:** Collaborate between various city departments, including Central Services, Parks and Recreation, and the local judiciary, to ensure the smooth execution of community service projects.
- **Raise Awareness and Promote Responsibility:** Through visible efforts of community service, this initiative will promote a broader public awareness of littering, waste management, and the importance of city beautification.

## **Strategy**

### **Collaboration with the Judicial System:**

- Collaboration with local courts, the solicitor's office and the office of probation to identify individuals who are sentenced to community service and match them with litter removal or beautification projects.
- Court officers will coordinate appropriate and meaningful work that benefits the city and aligns with the community service orders.

### **Designated Areas for Service**

Engineering, and the Marshal's Office will designate areas throughout the city in need of cleaning and beautification, such as streets, parks, vacant lots, and high-traffic areas. These areas will be prioritized based on need, safety, and public visibility. Special emphasis will be placed on areas that have a high impact on the community's image and those near schools, community centers, or tourist attractions.

### **Tracking and Reporting**

A centralized tracking system will be implemented to monitor the progress and completion of service hours. This will allow for accountability and ensure that the individuals fulfill their court-ordered obligations.

Community service hours must be completed consecutively on Saturday. Hours worked through the program will be counted at a 2:1 ratio, meaning 1 hour of work will count as 2 hours of community service. For example, 4 hours of work will be credited as 8 hours of service.

### **Public Awareness and Support**

A public awareness campaign will highlight the success of the initiative, showcasing the positive contributions made by individuals completing their community service hours. The campaign will emphasize the importance of maintaining a clean city, reducing littering, and encouraging residents to participate in local clean-up efforts.

### **Expected Outcomes**

- Cleaner, More Beautiful Public Spaces- Immediate improvements to the cleanliness and aesthetic appeal of Augusta's public areas.
- Community Engagement: Increased public participation in the upkeep and beautification of city spaces, building a greater sense of pride in Augusta's appearance.
- Successful Rehabilitation of Offenders: Empowering individuals who are serving community service hours to actively contribute to the improvement of their community, creating a more positive outlook for reintegration.



- **Stronger Collaboration:** Increased cooperation among the Mayor's Office, The Sheriff's Office, Marshal's Office judicial system, and city departments in tackling environmental and civic challenges.

### **Resources**

- **Personnel:** The Richmond County Sherriff's Office and the Marshal's Office will oversee and manage community service projects, ensuring proper coordination, enforcement, and safety.
- **Supplies:** Engineering and Central Services will conduct an inventory of supplies among city departments for necessary materials, (trash bags) litter removal tools, and safety equipment.
- **Vehicles:** needed for transport, litter removal, and disposal.

### **Conclusion**

This initiative represents a collaborative, innovative approach to addressing the challenges of litter and city beautification in Augusta. By harnessing the power of community service, we can make tangible improvements to our city while fostering civic engagement and responsibility. The cooperation of the judicial system, city departments, and the public will be essential to ensuring the success of this project. We believe that this initiative will create lasting change, improving both the physical environment of Augusta and the sense of community pride among its residents.