

**COMMISSION MEETING AGENDA** 

Commission Chamber Wednesday, July 17, 2024 2:00 PM

#### **INVOCATION**

Senior Pastor Ron Jones, The Hill Baptist Church

# PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA RECOGNITION(S)

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

## **DELEGATION(S)**

- **B. Mr. Lawrence Anthony Brannen** regarding adopting a policy requiring SPLOST applicants to exercise felon-friendly hiring practice.
- C. Christina & Alvin Watson regarding Bike Bike Baby bringing a Mardi Gras event to Augusta.
- **D. Ms. Patricia A. Geter** request \$15 million dollars of **SPLOST 9** funds for a full services community within walking distance or close proximity of the communities on Jimmy Dyess Parkway.
- **E. Morgan Hicks** regarding a children's entrepreneurship program.
- **F. Mr. Brian Green** regarding Downtown Augusta security and traffic control.
- **G. Ms. Angelo Bakos** regarding Best Friends Animal Society Proposal.

#### **CONSENT AGENDA**

(Items 1-22)

#### **PLANNING**

- <u>Final Plat S-963-R1 Skinner Mill Townhomes</u> A petition by Veeret Kinger on behalf of Towns at Skinner Mill LLC requesting final plat approval for Skinner Mill Townhomes containing 23 lots, located at 3140 Skinner Mill Road. Tax Map #017-3-091-00-0. Reviewing agency approval 6/14/2024
- 2. Z-24-25 A petition by Locke McKnight on behalf of Stables Management & Development, requesting to amend condition #2 on zoning case Z-24-11 that states the apartment building shall be limited to 2 stories affecting property containing approximately 3.21 acres located at 728 Heard Avenue and 2083 Heckle Street. Tax Map #035-3-215-00-0 and 035-3-238-00-0.
- <u>3.</u> <u>SE-24-11</u> A petition by Living Well Pharmacy on behalf of Shadowland Properties LLC, requesting a **special exception** per Section 26-1(w) of the Comprehensive Zoning Ordinance to

- allow for the **dispensing of medical low THC-oil** within 1,000 feet of a covered entity affecting property containing approximately 2.27 acres located at **3736 Mike Padgett Highway**. Tax Map #157-4-005-00-0. Zoned **B-1 (Neighborhood Business).**
- 4. <u>SE-24-12</u> A petition by Stryten Energy, LLC on behalf of 3464 Mike Padgett Highway, LLC, requesting a **special exception** per Section 24-2(a)(1) of the Comprehensive Zoning Ordinance to **allow** for the receiving, **storage**, **and processing of sulfuric acid** affecting property containing approximately 212.65 acres located at **3464 Mike Padgett Highway**. Tax Map #134-0-005-00-0.

## **PUBLIC SERVICES**

- 5. Motion to approve request from Ms. Estrella Febus of the Hispanic American Cultural Association of the CSRA regarding the waiver of the rental fee for the use of the Augusta Common in the amount of \$1,500, the mobile stage in the amount of \$2,500 and the costs for the clean-up crew for the 29th Hispanic Festival to be held on September 13 and 14, 2024. ((Approved by Public Services Committee July 9, 2024)
- Motion to approve A.N. 24-30 New Location: Retail Package Beer and Wine, Jackson Michell Applicant for Fresh Take Grocery, located at 2907 Washington Road. District 7, Super District 10. (Approved by Public Services Committee July 9, 2024)
- Motion to approve A.N. 24-31 New Location: Consumption on Premises Beer and Wine with Sunday Sales, Jackson Mitchell Applicant for Fresh Take Grocery Corp. located at 2907 Washington Road. District 7, Super District 10 (Approved by Public Services Committee July 9, 2024)
- 8. Motion to approve A.N. 24-32 New Location: Retail Package Beer and Wine, Riteshkumat (Ricky) Patel Applicant for Mahantji Management, LLC, located at 3317 Peach Orchard Road. District 5, Super District 10. (Approved by Public Services Committee July 9, 2024)
- 9. Motion to approve A.N. 24-34 Existing Location, New Ownership: Retail Package for Beer and Wine, Alpeshkumar M. Patel Applicant located at 1714 Fifteenth Street. District 2, Super District 9 (Approved by Public Services Committee July 9, 2024)
- 10. Motion to approve A.N. 24-35 New Location: Karl Hunsinger, Jr. requesting Retail Package Beer and Wine located at 4102 Windsor Springs Road. District 6, Super District 10 (Approved by Public Services Committee July 9, 2024)
- 11. Motion to approve a request by Courtney Gray for Massage Operator's License to be used in connection with Serenity Day Spa located at 3406 Middleton Drive. District 7, Super District 10.(Approved by Public Services Committee July 9, 2024)
- 12. Motion to approve the lease agreement with Textron Specialized Vehicles for hangar storage of their Cessna Citation CJ4 (N880RR). Approved by the Augusta Aviation Commission on May 23, 2024. (Approved by Public Services Committee June 9, 2024)

#### **ADMINISTRATIVE SERVICES**

13. Motion to approve change order for purchase order 23CSA002 in the amount of \$257,598.59 for Phase II of Fleet Maintenance Facility design services to Dickinson Architects PC. (Approved by Administrative Services Committee July 9, 2024)

## **ENGINEERING SERVICES**

- 14. Motion to approve Bid #24-138A for the Highland Ave. Water Treatment Plant Roof Repairs to Justice & Sons, LLC. For a total of \$675,785.00.(Approved by Engineering Services Committee July 9, 2024)
- 15. Motion to approve amending Engineering & Environmental Services FY2024 budgets initial reductions by limiting the one percent (1%) reductions to be applied to Operational Budgets with Exceptions of Environmental Services Operation Budgets; Restore Environmental Service Budgets to pre-reduction amount. Presently one percent (1%) reductions are applied to total budget that includes employees' wages & benefits.(Approved by Engineering Services Committee July 9, 2024).
- 16. Motion to authorize condemnation to acquire this property in fee simple. (Parcel 087-4-105-00-0) 2044 Golden Rod Street. (Approved by Engineering Services Committee July 9, 2024)
- 17. Motion to authorize condemnation to acquire this property in fee simple. (Parcel 087-2-172-00-0) 2010 Walnut Street. (Approved by Engineering Services Committee July 9, 2024)
- 18. Motion to authorize condemnation to acquire this property in fee simple. (Parcel 087-4-020-00-0) 2047 Willow Street.(Approved by Engineering Services Committee July 9, 2024)
- Motion to authorize condemnation to acquire this property in fee simple. (Parcel 087-4-091-00-0) 2048 Willow Street.(Approved by Engineering Services Committee July 9, 2024)
- 20. Motion to authorize condemnation to acquire this property in fee simple (Parcel 087-2-071-00-0)
   206 Truman Drive. (Approved by Engineering Services Committee July 9, 2024)
- 21. Motion to **approve** the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Granite Hill, Section Four, Phase Five. (**Approved by Engineering Services Committee July 9, 2024**)

#### PETITIONS AND COMMUNICATIONS

22. Motion to **approve** the minutes of the Commission Meeting held on June 27, 2024 and Special Called Meeting held July 9, 2024...

# \*\*\*\*END CONSENT AGENDA\*\*\*\* AUGUSTA COMMISSION

## AUGUSTA COMMISSION REGULAR AGENDA

(Items 23-30)

#### **ADMINISTRATIVE SERVICES**

- 23. Motion to amend Ordinance Code of Augusta, Georgia, Article One, Chapter 10B by repealing all Sections with the second reading waived; and to adopt a new Local Small Business Program Code to become effective upon approval. Also add Chapter 10C the Minority and Women Business Enterprise (M/WBE) Ordinance to include a protest provision. (No recommendation from Administrative Services Committee July 9, 2024)
- 24. Motion **approve** additional funding for purchase order 18REC416 to provide expanded scope of services related to Fleming Park in the total amount of \$460,400.50 with an included 15%

contingency (\$53,530.50) to Johnson Laschober & Associates, PC. (No recommendation from Administrative Services Committee July 9, 2024)

#### **FINANCE**

- 25. Receive as information a presentation by Mauldin & Jenkins of the results of the 2023 Financial Audit.
- 26. Motion to approve rebidding the RFP solicitation for audit services in association with Augusta Parks & Recreation Department. (Requested by Mayor Pro Tem Brandon Garrett in the June 18, 2024 Commission Meeting)

#### **PUBLIC SAFETY**

- 27. Motion to approve the acceptance of a \$450,000 Juvenile Justice Incentive Grant. (No quorum July 9, 2024 Committee meeting)
- 28. Motion to approve Contract with Logicalis to migrate Cisco UCCX to Webex Contact Center. (No quorum July 9, 2024 Public Safety meeting)
- 29. Update from the Administrator/staff regarding the proposal from Best Friends Animal Society. (No recommendation from Public Safety Committee June 11, 2024 deferred from the June 18, 2024 Commission Meeting).

#### **LEGAL MEETING**

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



July 17, 2024

## Years of Service

**Department:** N/A

**Presenter:** N/A

Caption: Congratulations!!! 2024 June Years of Service (YOS) 25–50-year

recipients.

N/A

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 

#### **HUMAN RESOURCES DEPARTMENT**



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

June 28, 2024

Department Directors & Elected Officials,

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

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

FIRST	LAST	DEPARTMENT	YOS
PAUL	LAGASSE	INFORMATION TECHNOLOGY	25
ELDRE'	WRIGHT	UTILITIES	25
KEVIN	JOYNER	UTILITIES	25
ALONZO	BELL	SHERIFF'S OFFICE	25

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for <u>Tuesday</u>, <u>July 16</u>, <u>2024</u>, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. <u>All persons to be recognized</u> should be in the Commission Chambers by 1:45 p.m.

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

With regards,
Anita Rookard, HR Director
/tnb

cc: Mayor Garnett Johnson

Takiyah A. Douse, Interim Administrator Lena Bonner, Clerk of Commission



July 17, 2024

# Delegation

**Department:** N/A

**Presenter:** N/A

Caption: Mr. Lawrence Anthony Brannen regarding adopting a policy requiring

SPLOST applicants to exercise felon-friendly hiring practice.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

REVIEWED AND APPROVED BY:

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) Date of Meeting 07-16-2024 Commission Public Safety Committee Date of Meeting Public Services Committee Date of Meeting Administrative Services Committee Date of Meeting Engineering Services Committee Date of Meeting Date of Meeting Finance Committee Contact Information for Individual/Presenter Making the Request: Address: Telephone Number: (706) 524-6786 Fax Number: E-Mail Address: exoffenders for reform @ amail. con Caption/Topic of Discussion to be placed on the Agenda: Please send this request form to the following address: Ms. Lena J. Bonner Telephone Number: 706-821-1820 Fax Number: 706-821-1838 Clerk of Commission E-Mail Address: nmorawski@augustaga.gov Suite 220 Municipal Building 535 Telfair Street Augusta, GA 30901

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



July 17, 2024

# Delegation

**Department:** N/A

**Presenter:** N/A

Caption: Christina & Alvin Watson regarding Bike Baby bringing a Mardi

Gras event to Augusta.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 

#### 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) 07/16/2024 Date of Meeting X Commission Date of Meeting Public Safety Committee Date of Meeting \_\_\_\_\_ Public Services Committee Administrative Services Committee Date of Meeting Date of Meeting \_\_\_\_\_ Engineering Services Committee Finance Committee Date of Meeting Contact Information for Individual/Presenter Making the Request: Name: Christina & Alvin Watson Address: 104Hillbrook Drive, Martinez GA 30907 Telephone Number: 504-236-2940 Fax Number: E-Mail Address: bikebikebabyllc@gmail.com Caption/Topic of Discussion to be placed on the Agenda: Bike Bike Baby is interested in bringing Mardi Gras to Augusta. Major events to include are Mardi Gras Parade, Mardi Gras Cancer Walk, and several other smaller vents surrounding the Mardi Gras culture. Please send this request form to the following address: **Telephone Number: 706-821-1820** Ms. Lena J. Bonner Fax Number: 706-821-1838 Clerk of Commission E-Mail Address: nmorawski@augustaga.gov Suite 220 Municipal Building 535 Telfair Street Augusta, GA 30901

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



July 17, 2024

## Delegation

**Department:** N/A

**Presenter:** N/A

Caption: Ms. Patricia A. Geter request \$15 million dollars of SPLOST 9 funds for a

full services community within walking distance or close proximity of the

communities on Jimmy Dyess Parkway.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 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) \_x\_\_\_\_Commission Date of Meeting July 16, 2024 Date of Meeting \_\_\_\_\_ Public Safety Committee Date of Meeting \_\_\_\_\_ Public Services Committee Date of Meeting \_\_\_\_\_ Administrative Services Committee Date of Meeting \_\_\_\_\_ **Engineering Services Committee** Date of Meeting Finance Committee Contact Information for Individual/Presenter Making the Request: Name: Patricia A Geter, Elderberry/West Augusta Six Address: 4102 Elders Drive Telephone Number: 7063999092 Fax Number: E-Mail Address: Pattyg713@bellsouth.net Caption/Topic of Discussion to be placed on the Agenda: Request for 15 million dollars of splost 9 funds and any other funding for a full service community To be built within walking distance or close proximity of the communities on Jimmy Dyess. We are the fastest-growing area in Augusta. A recreation facility would be beneficial to all who liv

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 706-821-1838 Fax Number:

nmorawski@augustaga.gov E-Mail Address:

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.



July 17, 2024

# Delegation

**Department:** N/A

**Presenter:** N/A

Caption: Morgan Hicks regarding a children's entrepreneurship program.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

N/A

the following accounts:

**REVIEWED AND** 

#### 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)

X	Commission Public Safety Committee Public Services Committee Administrative Services Committee Engineering Services Committee Finance Committee	Date of Meeting				
Contact Information for Individual/Presenter Making the Request:						
Name: Morgan Hicks						
Address: 405 Daffodil Dr Temple GA 30179						
Telephone Number: 678-751-6196						
Fax Number:						
Caption/Topic of Discussion to be placed on the Agenda: I would like to discuss a childrens entrepreneurship						
program that will help them set up						
real life functioning businesses that can help their						

Please send this request form to the following address:

families and their community.

Ms. Lena J. Bonner Telephone Number: 706-821-1820 Clerk of Commission Fax Number: 706-821-1838

Suite 220 Municipal Building E-Mail Address: nmorawski@augustaga.gov

535 Telfair Street Augusta, GA 30901

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



July 17, 2024

# Delegation

**Department:** N/A

**Presenter:** N/A

Caption: Mr. Brian Green relative to Downtown Augusta security and traffic control.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** N/A

### Nancy Morawski

From:

Brian Green <bri> sriangreen2009@gmail.com>

Sent:

Thursday, July 11, 2024 8:39 AM

To:

Nancy Morawski

Subject:

[EXTERNAL] Request to appear before the commission

Hello Ms Morawski,

I am requesting to appear before the commission assembly during the next commission meeting on Wednesday - July 17th. My subject matter will be: Downtown Augusta security and traffic control.

Thank you

B Green

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]



July 17, 2024

# Delegation

**Department:** N/A

**Presenter:** N/A

Caption: Ms. Angelo Bakos relative to Best Friends Animal Society Proposal.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** N/A

# Nancy Morawski

From:

Angela Bakos < resourcedinfo@yahoo.com>

Sent:

Thursday, July 11, 2024 8:57 AM

To:

Nancy Morawski

Subject:

[EXTERNAL] Commission meeting

Attached is my request to speak at the commission meeting next week.

Angels Bakos

# 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) Date of Meeting 7 16 24 Commission Date of Meeting **Public Safety Committee** Date of Meeting **Public Services Committee** Date of Meeting Administrative Services Committee Date of Meeting \_ **Engineering Services Committee** Date of Meeting **Finance Committee** Contact Information for Individual/Presenter Making the Request: Name: Angela Bakos
Address: 9 1437 Jackson Rd. Augusta 6A 30909
Telephone Number: 451-494-2345 Fax Number: E-Mail Address: resourced in fo @ yanoo. com Caption/Topic of Discussion to be placed on the Agenda:
Best Friends Animal Society Proposal

Please send this request form to the following address:

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

E-Mail Address: nmorawski@augustaga.gov

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



July 16, 2024

Item Name: Final Plat S-963-R1 Skinner Mill Townhomes

**Department:** Planning & Development

**Presenter:** Carla Delaney, Director

N/A

Caption: Final Plat - S-963-R1 - Skinner Mill Townhomes - A petition by Veeret Kinger

on behalf of Towns at Skinner Mill LLC requesting final plat approval for Skinner Mill Townhomes containing 23 lots, located at 3140 Skinner Mill Road. Tax Map

#017-3-091-00-0. Reviewing agency approval 6/14/2024

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 

# AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Final Plat – Skinner Mill Townhomes, S-963-R1

Hearnig Date: Monday July 1, 2024

Applicant: Veeral Kinger

Property Owner: Towns at Skinner Mill, LLC

Property Address: 3140 Skinner Mill Road

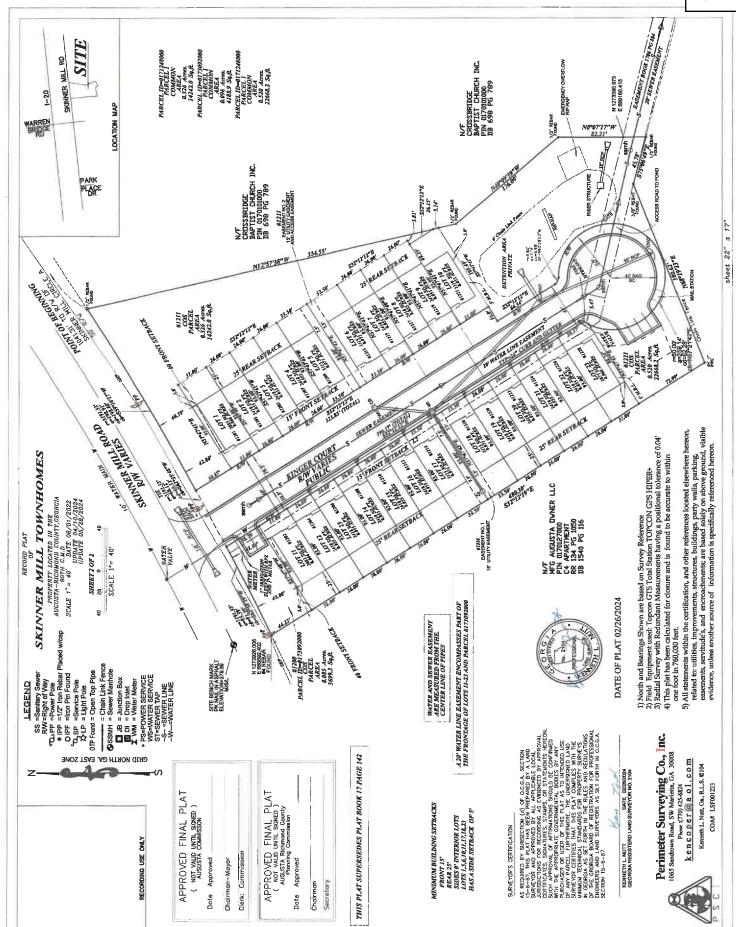
Tax Parcel #: 017-3-091-00-0

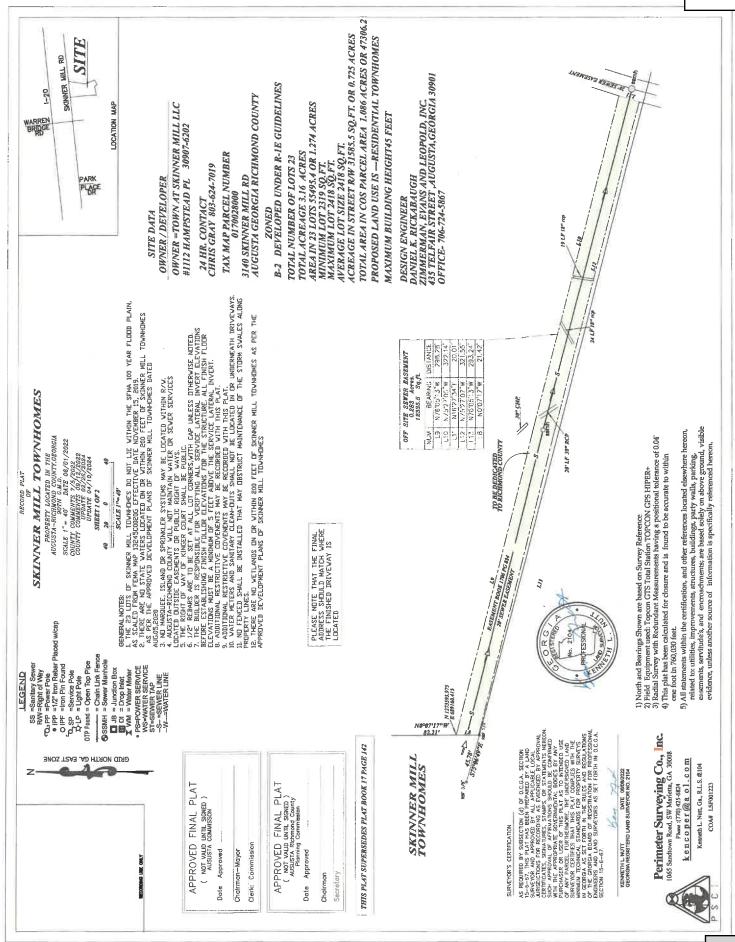
**Present Zoning: B-2** 

Neighborhood or Subdivision: Skinner Mill Townhomes

**Commission District:** 7 (Sean Frantom) **Super District:** 10 (Wayne Guilfoyle)

Fort Eisenhower Notification Required: N/A







July 16, 2024

Item Name: Z-24-25

**Department:** Planning & Development

**Presenter:** Carla Delaney, Director

Caption: Z-24-25 - A petition by Locke McKnight on behalf of Stables Management &

Development, requesting to amend condition #2 on zoning case Z-24-11 that states the apartment building shall be limited to 2 stories affecting property containing approximately 3.21 acres located at 728 Heard Avenue and 2083 Heckle Street. Tax

Map #035-3-215-00-0 and 035-3-238-00-0.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** 

- 1. The proposed apartment building shall not exceed 45 feet in height, 148 feet in width, and shall not contain more than 30 units.
- All exterior HVAC units shall be screened to match the exterior architectural feature design. Final exterior architectural feature design shall be subject to approval by the Planning & Development Director or his/her designee.
- 3. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
- 4. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

Funds are available in N/A the following accounts:

REVIEWED AND APPROVED BY:

N/A

Item 2.

# Augusta G PO R G I A PLANNING & DEVELOPMENT DEPARTMENT

# Augusta-Richmond Countyl Planning Commission Staff Report

**Hearing Date:** July 1, 2024 **Case Number:** Z-24-25

Applicant: Locke McKnight

**Property Owner: Stables Management &** 

Development

Property Addresses: 728 Heard Ave, &

2083 Heckle St

Tax Parcel No(s): 035-3-215-00-0, &

035-3-238-00-0

Current Zoning: R-3C (Multiple-Family Residential)
Fort Eisenhower Notification Required: N/A
Commission District 3: Catherine Smith McKnight

Super District 10: Wayne Guilfoyle



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Amend condition #2 in zoning case Z-24-11 to revise the maximum building height from 2 to 2.5 stories in the R-3C zone.	Apartments	Section 18

#### SUMMARY OF REQUEST:

This petition seeks to amend condition #2 in zoning case Z-24-11 to revise the maximum building height from 2 to 2.5 stories. The maximum building height pertains to the requirements stated in Section 8-6 of the Comprehensive Zoning Ordinance for properties located in R-1 (One-Family Residential).

The initial request was presented to the Planning Commission on February 5, 2024, to rezone the property from R-3B to R-3C and was approved with the following conditions:

- 1. The petitioner acknowledges that approval of the rezoning shall not constitute approval of the concept plan as presented with the application. An approved site plan developed in accordance with all applicable regulations is required prior to construction.
- 2. The proposed apartment building shall be limited to two stories in height and shall not contain more than 30 units.

#### COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan update, the property is located within the Old Augusta character area. The Comprehensive Plan recommends "medium and high-density housing in both new structures and existing buildings" while also recommending "infill residential development at densities compatible with the surrounding area".



# Augusta-Richmond County Planning Commission Staff Report

#### FINDINGS:

- 1. The Augusta Commission approved the rezoning request to R-3C with the conditions stated above.
- 2. Homes along Warren Street are 1 story in height and homes along Heard Avenue are 1 to 1.5 stories in height.
- 3. A conceptual site plan and elevations were submitted with this application. Staff reached out to the applicant on June 20, 2024, requesting the proposed building height and were provided the information on June 21, 2024, stating that the building will not be any higher than the 45-foot limit set forth by the Ordinance.
- 4. Staff reached out to the applicant on June 26, 2024, requesting to confirm the proposed building width and was provided the information on June 27, 2024, stating that the building width dimensions will be 58 feet by 148 feet.
- 5. The revised conceptual plan submitted with this application does not reference a 30-foot front setback for lots to be developed within the R-3C zone.
- 6. Site topography slopes downward from the southwest corner to the northeast corner of the property (approx. 228 to 194 feet above sea level).
- 7. Public water and sewer are present in the area.
- 8. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, all roads surrounding the subject property are local roads; nearby Walton Way is a minor arterial route.
- 9. According to the FEMA Flood Insurance Rate Maps (FIRM), the property is not located within a Special Flood Hazard Area.
- 10. According to Augusta-Richmond County GIS data, there are no wetlands located on the property.
- 11. Surrounding properties are mostly zoned R-1B and R-1C, with a bit of R-2 properties. There are other R-3 properties in the vicinity, and zoning along the nearby stretch of Walton Way is largely professional-to-commercial.
- 3. Expansion of the apartment complex is consistent with aspects of the 2023 Comprehensive Plan and compatible with surrounding zoning and land uses.
- 12. As of June 20, 2024, staff have not received any inquiries regarding the petition.

**RECOMMENDATION**: The Planning Commission recommends <u>Approval</u> of this request to amend condition #2 with the following conditions:

- 1. The proposed apartment building shall not exceed 45 feet in height, 148 feet in width, and shall not contain more than 30 units.
- 2. All exterior HVAC units shall be screened to match the exterior architectural feature design. Final exterior architectural feature design shall be subject to approval by the Planning & Development Director or his/her designee.
- 3. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.

Item 2.

Chagus ta
G PO R G I A
PLANNING & DEVROPMENT DEPARTMENT

# Augusta-Richmond County Planning Commission Staff Report

4. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

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



Locke McKnight, President Jay Grant, Officer Jgrant.gsc@yahoo.com 2083 Heckle Street Augusta, Georgia 30904 Phone: (706) 496-2002

April 15, 2024

Attn: Kevin Boyd

**RE: Modify Zoning** 

Kevin,

Please find this letter as Stables Management & Development petition to modify zoning. I hereby request a rezoning modification for the purpose of to obtaining a maximum height of 2 1/2 stories. We are currently zoned R-3C and are limited to 2 stories. Per the Complete Comprehensive Zoning Ordinance we should have been limited to 2 1/2 stories as that is the maximum height of a property zoned R-3A, which is the lowest in our Multi-Family Residential class. After the last zoning meeting we spoke with the property owner of 2023 Warren Street, Frank Bronander. He expressed support for a taller building rather than a longer one. As 222' long two story building would definitely block his view shed as outlined by exhibit (1).

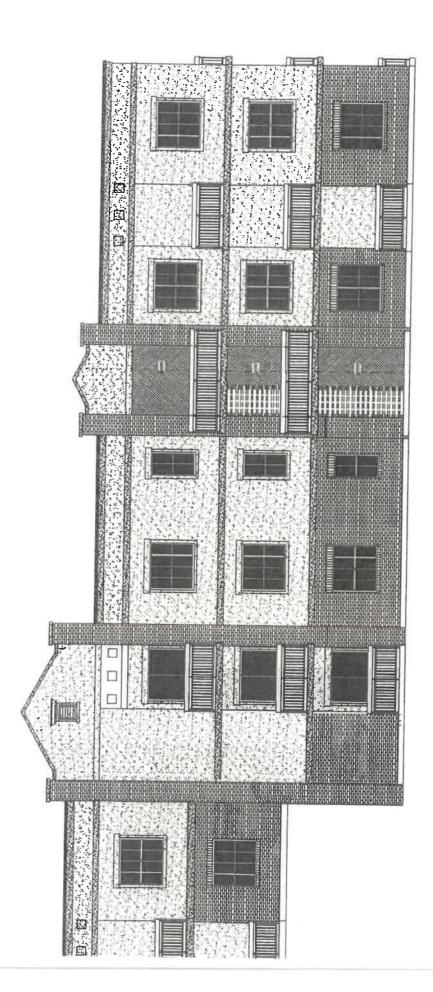
Again, we are only here to modify condition number (2) to reflect the maximum height of 2 ½ stories as allowed by the ordinance. If you have any questions please don't hesitate to reach out.

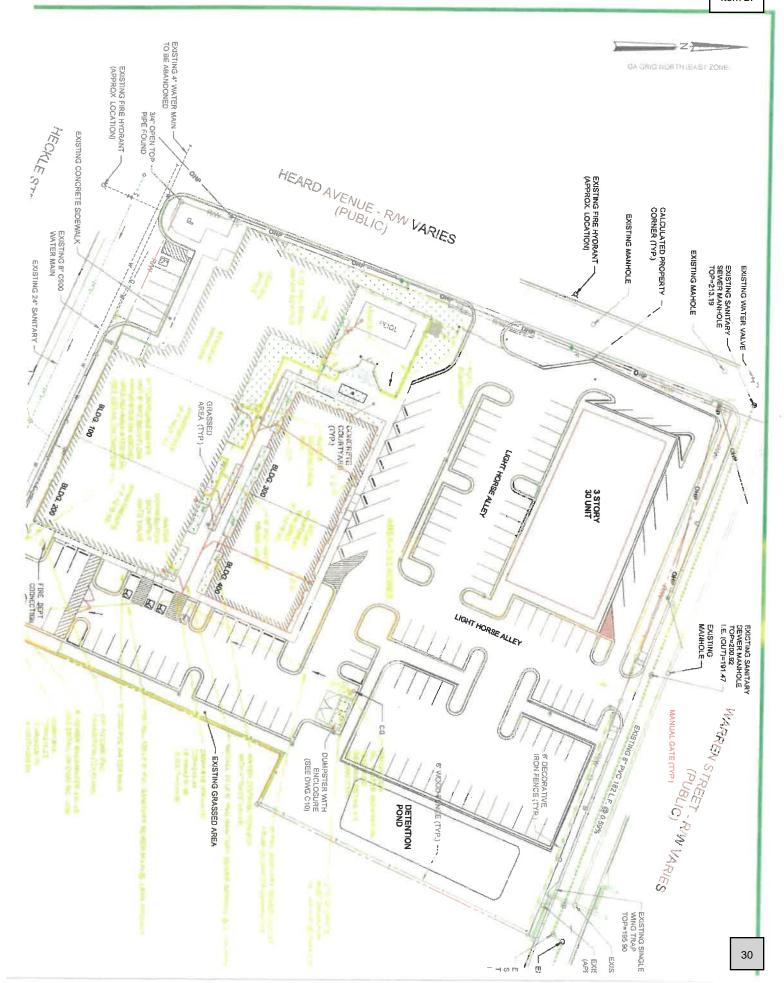
Thanks,

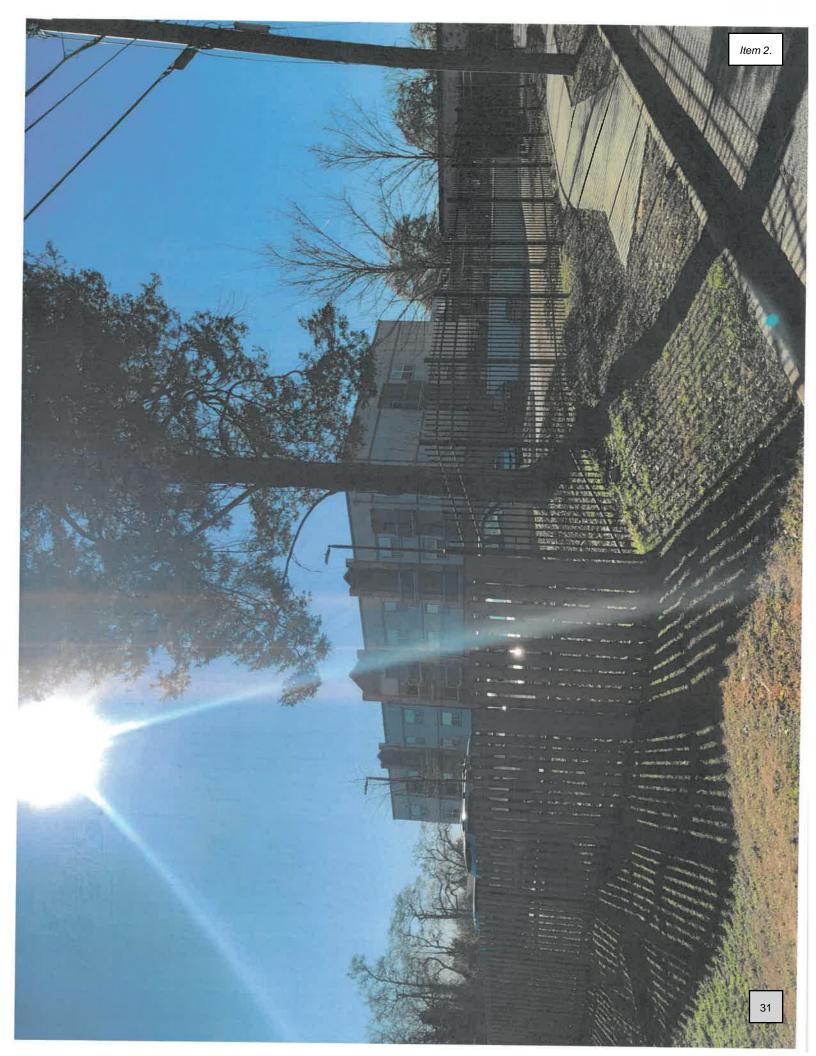
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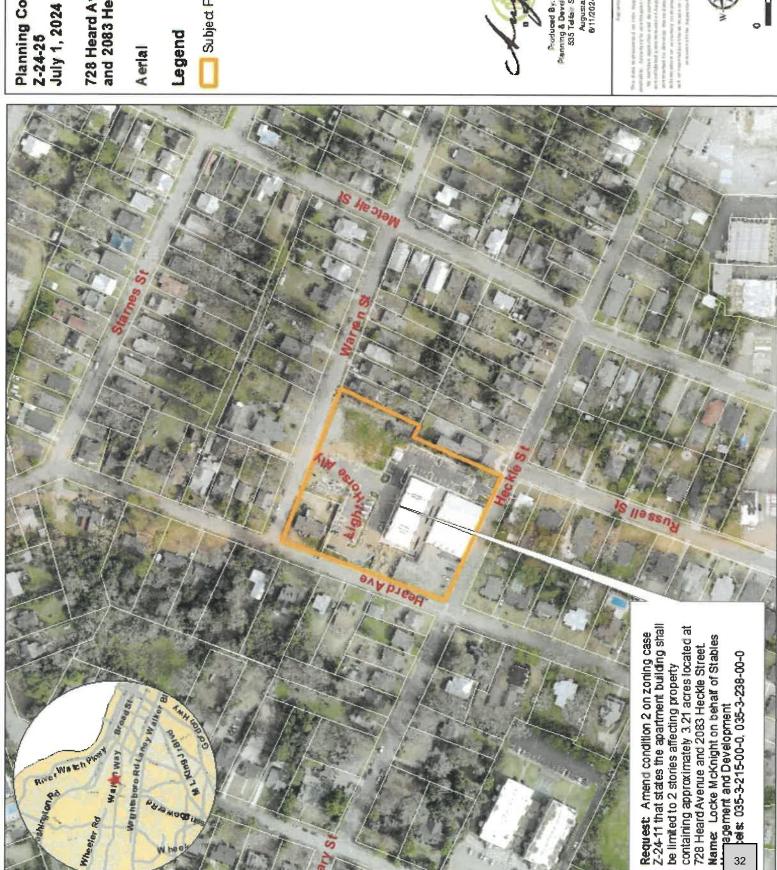
Locke McKnight

**Stables Management Development** 









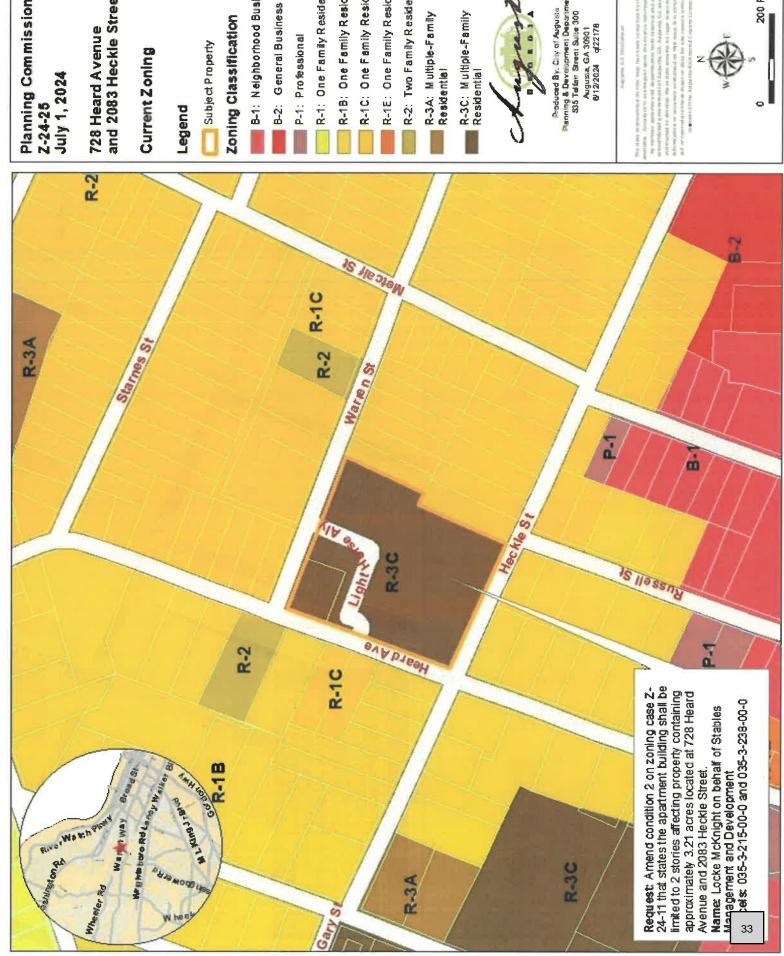
Planning Commission Z-24-25

728 Heard Avenue and 2083 Heckle Street

Subject Property

Peduced 8x, Giv of Augusta Planning & Development Departm 535 Tellar Street Suite 300 Augusta, GA 30901 8/11/2024 qf22176

Item 2.



Planning Commission Z-24-25

and 2083 Heckle Street 728 Heard Avenue

B-1: Neighborhood Business

R-1: One Family Residential

R-1B: One Family Residential

R-1C: One Family Residential

R-1E: One Family Residential

R-2: Two Family Residential

R-3A: Multiple-Family

R-3C: Multiple-Family

Panning & Development Department 535 Tellam Steet Suite 300 Produced By. C. of Augusta Augusta, GA 30901 8/12/2024 qf22178



200 Fee

Item 2.



Planning Commission

2883 Gordon Highway

8-1: Neighborhood Business

B-2: General Business

P-1: Professional

R-1: One Family Residential

R-1B: One Family Residential

R-1C: One Family Residential

R-2: Two Family Residential

R-3A: Multiple-Family

R-3C: Multiple-Family

Produced By: City of Auguste Panning & Development Department \$35 To fair Street Suite 300 Augusta, GA 30901 8/12/2024 d/22/78



Item 2.



July 16, 2024

Item Name: SE-24-11

**Department:** Planning & Development

**Presenter:** Carla Delaney, Director

Caption: SE-24-11 – A petition by Living Well Pharmacy on behalf of Shadowland

Properties LLC, requesting a special exception per Section 26-1(w) of the

Comprehensive Zoning Ordinance to allow for the dispensing of medical low THC-

oil within 1,000 feet of a covered entity affecting property containing

approximately 2.27 acres located at 3736 Mike Padgett Highway. Tax Map #157-4-

005-00-0. Zoned B-1 (Neighborhood Business).

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** To allow for dispensing low THC oil within 1,000 feet of a covered entity.

Funds are available in N/A

the following accounts:

**REVIEWED AND** N/A



Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: July 1, 2024 Case Number: SE-24-11

Applicant: Vic Johnson, Living Well Pharmacy Property Owner: Shadowland Properties, LLC. Property Address: 3736 Mike Padgett Highway

Tax Parcel No: 157-4-005-00-0

Fort Eisenhower Notification Required: N/A Commission District: District 1: Jordan Johnson

Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION
Special Exception	Dispense low THC oil within 1,000 feet of a covered entity pursuant to O.C.G.A. 16-12-215(a).	Section 26-1(w)

#### SUMMARY OF REQUEST:

The applicant is requesting a special exception to allow for the dispensing of low THC oil within 1,000 feet of a cover entity pursuant to O.C.G.A. 16-12-215(a).

#### COMPREHENSIVE PLAN CONSISTENCY:

The subject property is located within the East Augusta Character Area. The vision for East Augusta is to is to create a vibrant and sustainable community that balances residential and industrial needs while preserving the natural environment. One of the recommended development patterns is for neighborhood activity centers to provide a focal point for community services and a location for appropriately scaled retail establishments especially in underserved neighborhoods. The pharmacy is in an area of other commercial uses and the proposed special exception is consistent with aspects of the 2023 Comprehensive Plan.

#### FINDINGS:

- 1. Living Well Pharmacy is located at the intersection of Nixon Farm Road and Mike Padgett Highway in a 15,560 square foot shopping center.
- 2. The Living Well Pharmacy is zoned B-1 Neighborhood Business.
- The covered entities that prohibit the dispensing of Low THC oil within 1,000 feet include public and private schools, early care and education programs, and churches, synagogues or other houses of worship.

Item 3.



### Augusta-Richmond County Planning Commission Staff Report

- 4. The covered entity preventing Living Well Pharmacy from dispensing low THC oil within 1,000 feet of the Living Well Pharmacy is a church allocated on Mike Padgett Highway approximately 625 feet from the pharmacy.
- 5. Staff have reached out to the church in question and physical talked with them concerning the special exception. They stated that they did not have any concerns with the request.
- 6. Section 26-1(w) has the following criteria for special exceptions for dispensing low THC oil within, 1,000 feet of a covered entity:
  - The dispensing licensee's location is needed to allow retail outlets to be established to serve registered patients, as defined in O.C.G.A. 16-12-200(11). According to the applicant there are currently over 410 registered patients in Richmond County in need of such products with no low THC-oil medical dispensaries in Richmond County.
  - The dispensing licensee's location is in conformity with the Comprehensive Plan. The request is consistent with the Comprehensive Plan.
  - The dispensing licensee's operation shall be consistent with all applicable state permitting
    and licensing requirements. The applicant is compliant with all applicable state permitting
    and licensing requirements.
  - The Planning Commission shall determine that the foregoing requirements have been satisfied, and further, that the benefits of the proposed dispensing licensee are greater than any possible depreciating effect as and damages to neighboring properties.
- 7. At the time of completion of this report, staff has not received any inquiries concerning this application.

**RECOMMENDATION:** The Planning Commission recommends <u>APPROVAL</u> of this special exception allowing for dispensing low THC oil within 1,000 feet of a covered entity.

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



### LETTER OF INTENT

Living Well Pharmacy, a Georgia Board of Pharmacy licensed pharmacy, established October 2012 and located at 3736 Mike Padgett Hwy, Augusta, GA 30906, requests a Special Exemption from Augusta Planning and Development with ultimate approval by the Augusta City Commission, to dispense Medical Low THC Oil as authorized by O.C.G.A. 16-12-206(a)(1) within a covered entity O.C.G.A. 16-12-215(a).

The special exemption would be to allow Living Well Pharmacy to be within 1000 feet of a covered entity. In this particular case, the Hwy 56 Church of Christ located at 3744 Mike Padgett Hwy.

Respectfully Submitted,

Vic Johnson, R.Ph., BCNP, C.O.O.

Living Well Pharmacy 3736 Mike Padgett Hwy Augusta, GA 30906 706-262-4455

victor@livingwelllpharmacv.com

### Shadowland Properties LLC

3736-A Mike Padgett Hwy. Augusta, GA 30906 706-589-9669

May 22, 2024

Department of Planning and Development Planning Division 535 Telfair St, Suite 300 Augusta, GA 30901

RE: Living Well Pharmacy

To Whom it May Concern:

Shadowland Properties, LLC is aware of the application by Living Well Pharmacy to dispense medical low THC oil within a covered entity.

We have no objection to this request.

Questions can be directed to me via 706-589-9669.

Sincerely,

Mike Hodnick

Member

Shadowland Properties, LLC



### STATE OF GEORGIA

Georgia Board of Pharmacy
Retail Pharmacy
LICENSE NO. PHRE009894 Status: Active

Living Well Pharmacy 3736 Mike Padgett Hwy Augusta GA 30906

Expires: 06/30/2025 Issued: 01/18/2013 Pharmacist in Charge RPH014405

Victor Lee Johnson

Real-time license verification is available at gadch.mylicense.com/verification

Above is your wall certificate license to practice as a Retail Pharmacy in the State of Georgia. A pocket-sized license card is below.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires.

Please notify the Board if you have a change of address.



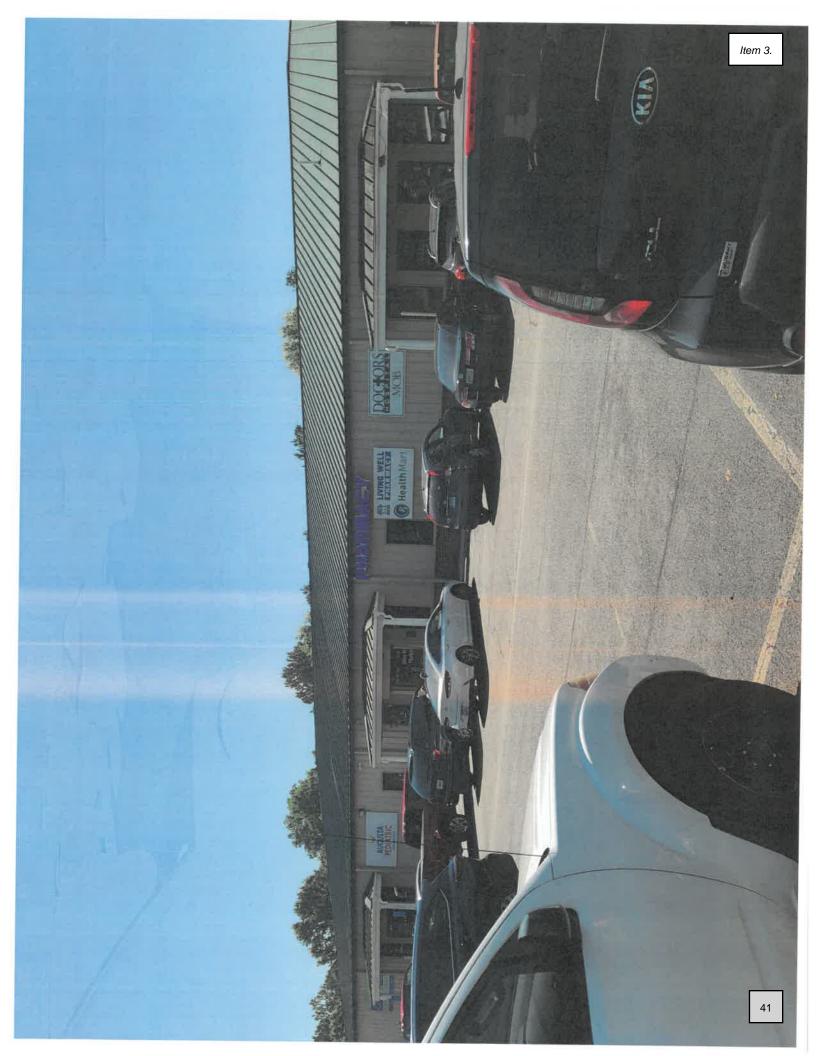
### STATE OF GEORGIA

Georgia Board of Pharmacy
Retail Pharmacy
LICENSE NO. PHRE009894 Status: Active
Living Well Pharmacy
3736 Mike Padgett Hwy
Augusta GA 30906

Expires: 06/30/2025 Pharmacist in Charge RPH014405

Issued: 01/18/2013 Victor Lee Johnson

Real-time license verification is available at gadch.mylicense.com/verification



Planning Commission July 1, 2024 SE-24-11

metho (pred

3736 Mike Padgett Highway

Aerial

Legend

Subject Property

Nixon Farms F

Old Waynesboro Ro

Request: A special exception per Section 26-1(w) of the Comprehensive Zoning Ordinance to allow for the dispensing of medical low THC-oil property containing approximately 2.27 acres located at 3736 Mike Padgett Highway. within 1,000 feet of a covered entity affecting

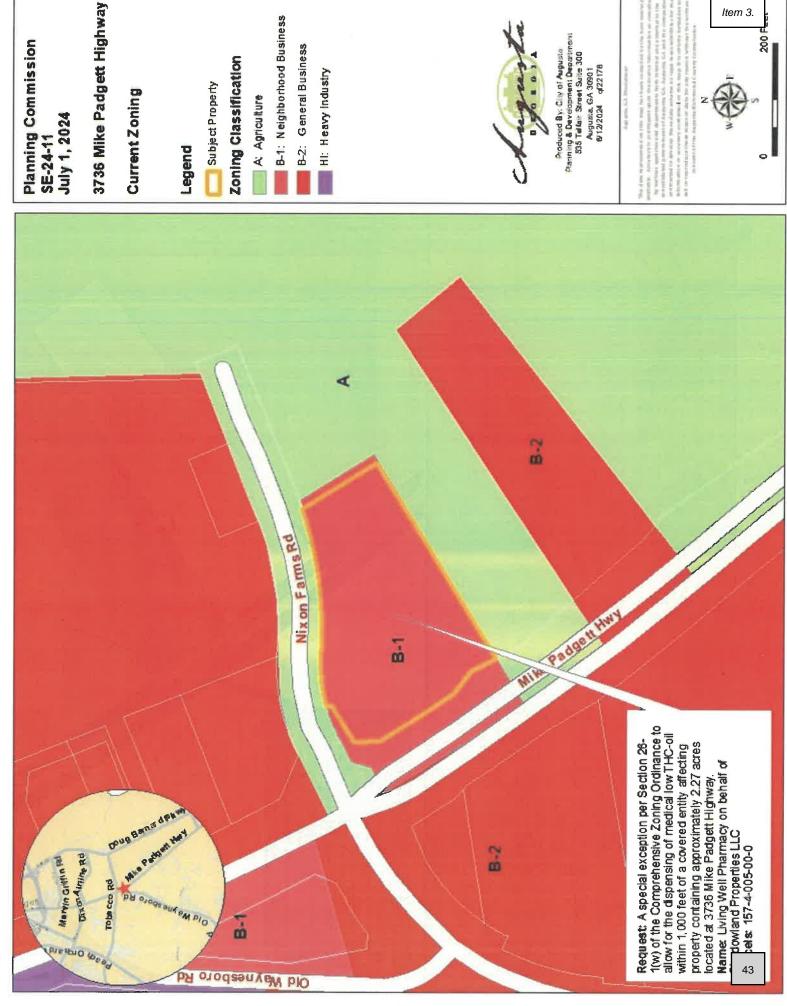
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MI Ke Padgest Hwy

Augusta, GA 30901 8/12/2024 qf2217/

Shadowland Properties LLC Parcels: 157-4-005-00-0

200 Feet



# Planning Commission

Subject Property

A: Agriculture

B-1: Neighborhood Business

B-2: General Business

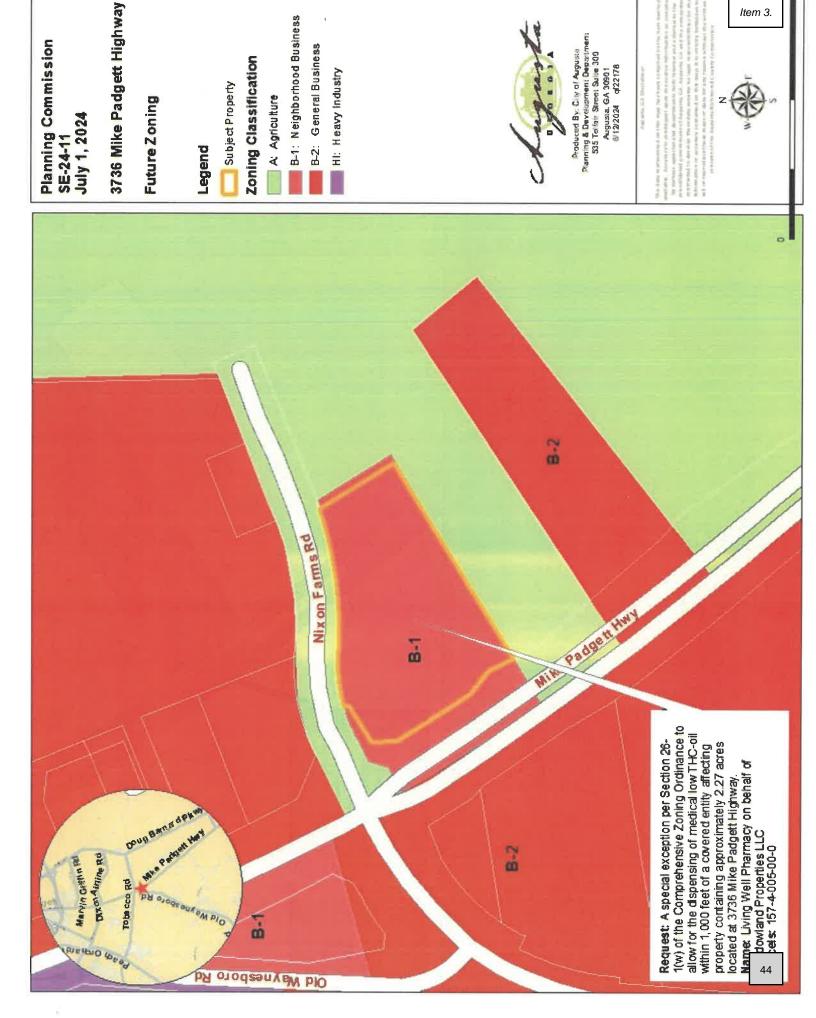


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200 F

Item 3.



Item 3.



### **Commission Meeting**

July 16, 2024

Item Name: SE-24-12

**Department:** Planning & Development

**Presenter:** Carla Delaney, Director

Caption: SE-24-12 – A petition by Stryten Energy, LLC on behalf of 3464 Mike Padgett

Highway, LLC, requesting a special exception per Section 24-2(a)(1) of the Comprehensive Zoning Ordinance to allow for the receiving, storage, and processing of sulfuric acid affecting property containing approximately 212.65 acres located at 3464 Mike Padgett Highway. Tax Map #134-0-005-00-0.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** 

- 1. The facility shall provide confirmation to the Planning and Development Department that it will meet all parking requirements for the property prior to any additional phases commencing.
- 2. The facility shall comply with all local, state, and federal environmental regulations.
- 3. Prior to issuance of a building permit the applicant shall consult with the Augusta Engineering Department to address all concerns pertaining to environmental issues.
- 4. Approval of this special exception request does not constitute approval of the concept site plan submitted with the special exception application.
- 5. Development of the property shall comply with all building, and fire department regulations and standards as set forth by the City of Augusta-Richmond County, Georgia along with any additional departments at the time of development.
- 6. The applicant must be compliant with the Georgia EPD safety requirements and shall submit the required safety data sheets at the time of site plan and building plan submittal. Prior to the approval of the certificate of completion and/or occupancy satisfaction of the Georgia EPD and safety requirements must be met.

Funds are available in the N/A following accounts:

REVIEWED AND APPROVED BY:

N/A



Augusta-Richmond County

Planning Commission

Staff Report

Hearing Date: July 1, 2024 Case Number: SE-24-12

Applicant: Stryten Energy

Property Owner: 3662 Mike Padgett

Highway, LLC

Property Address: 3464 Mike Padgett Highway

Tax Parcel No.: 045-1-234-00-0 Current Zoning: HI (Heavy Industrial)

Fort Eisenhower Notification Required: N/A

Commission District 6: Tony Lewis Super District 10: Wayne Guilfoyle



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION
Special Exception	Receiving, Storage and Processing of Sulfuric Acid	Section 24-2(21)

### **SUMMARY OF REQUEST:**

The applicant is requesting a special exception for the receiving, storing, and processing of diluted sulfuric acid for use in the creation of a vanadium electrolyte chemical to be used in a vanadium redox flow battery. A vanadium redox flow battery is classified as long-duration energy storage. The applicant will be utilizing the southern portion of the existing building previously occupied by Proctor and Gamble years ago which was initially built in 1962 and is situated on approximately 212.65 acres. The property is in the southeast quadrant of the intersection of Marvin Griffin Road and Mike Padgett Highway.

### COMPREHENSIVE PLAN CONSISTENCY:

The property is located within the East Augusta Character Area. The vision for East Augusta is to create a vibrant and sustainable community that balances residential and industrial needs while preserving the natural environment. Recommended development patterns are to develop new businesses and industries encompassing the Augusta Regional Airport and surrounding area and locate new industrial uses in areas appropriately distanced from established residential neighborhoods. The proposed special exception within an existing industrial facility and is consistent with the 2023 Comprehensive Plan.

### FINDINGS:

1. The applicant will utilize 74,784 square feet of the existing 522,720 square foot building.

### Augusta G E/O R G I A PLANNING & DEVACPMENT DEPARTMENT

### Augusta-Richmond County Planning Commission Staff Report

- 2. The proposed use does not require Development of Regional Impact (DRI) review as it is utilizing square footage in an existing building.
- 3. Section 24-2(a) of the Comprehensive Zoning Ordinance states that no special exceptions within a Heavy Industrial zoning district are allowed within 300 feet of a residential zoning district.
- 4. The property line along Marvin Griffin Road to the closest residential zoning district is approximately 392 feet.
- 5. The southern portion of the existing building Stryten Energy will be utilizing is situated approximately 1,210 feet from the closest residential zoning district.
- According to the Georgia Department of Transportation State Functional Classification Map, 2017, Mike Padgett Highway is a major arterial and Marvin Griffin Road is a collector road.
   Public transit is available along Mike Padgett Highway with a transit stop just north of Marvin Griffin Road.
- 7. Public water and sanitary sewer are available to the property and building.
- 8. According to the FEMA Flood Insurance Rate Maps (FIRM) the southern portion of the 212-acre property is located within a Special Flood Hazard Area Zone AE which has a 1 percent annual chance of flooding. This flood zone is approximately 2,120 feet south of the building where the batteries will be assembled.
- 9. According to the Augusta-Richmond County GIS Wetlands Layer there are wetlands located on the southern portion of the 212-acre property basically in conjunction with the flood zone being approximately 2,120 feet south of the building where the batteries will be assembled.
- 10. Surrounding land uses include commercial and industrial to the north, industrial to the east and south, with a state juvenile detention center across Mike Padgett Highway to the west.
- 11. The use of 74,784 square feet of the existing building will require 30 parking spaces. Currently, there is available parking for the proposed use of that portion of the existing building.
- 12. The proposed development is to be phased and could potentially employ up to 1,000 employees after a 5-year period.
- 13. Stryten held a community meeting on Wednesday, June 26, 2024, which staff attended and approximately 8 people attended. There was a positive reaction, and no negative comments were made.
- 14. Stryten has in place standards and procedures for the response to sulfuric acid release and clean up in place as with their other facilities.
- 15. The proposal is consistent with aspects of the 2023 Comprehensive Plan and compatible with surrounding zoning and land uses.
- 16. At the time of completion of this report, staff has not received any inquiries concerning this application.

### Augusta g yo R G I A PLANNING & DEVELOPMENT DEPARTMENT

### Augusta-Richmond County Planning Commission Staff Report

**RECOMMENDATION**: The Planning Commission recommends <u>APPROVAL</u> of the special exception request with the following conditions:

- 1. The facility shall provide confirmation to the Planning and Development Department that it will meet all parking requirements for the property prior to any additional phases commencing.
- 2. The facility shall comply with all local, state, and federal environmental regulations.
- 3. Prior to issuance of a building permit the applicant shall consult with the Augusta Engineering Department to address all concerns pertaining to environmental issues.
- 4. Approval of this special exception request does not constitute approval of the concept site plan submitted with the special exception application.
- 5. Development of the property shall comply with all building, and fire department regulations and standards as set forth by the City of Augusta-Richmond County, Georgia along with any additional departments at the time of development.
- 6. The applicant must be compliant with the Georgia EPD safety requirements and shall submit the required safety data sheets at the time of site plan and building plan submittal. Prior to the approval of the certificate of completion and/or occupancy satisfaction of the Georgia EPD and safety requirements must be met.

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



### **Special Exception Application Narrative**

Stryten Energy, a U.S.-based battery manufacturer requests a special exception to allow receiving, storage, and processing of sulfuric acid in support of its commercial production of vanadium redox flow battery (VRFB) electrolyte at 3464 Mike Padget Highway, Augusta, GA. The VRFB production will repurpose an existing industrial site using existing infrastructure and site access. The site itself is located in an area with a high concentration of industrial manufacturing sites and is near other battery warehousing and manufacturing organizations. The setup and operation of the vanadium electrolyte production will occur in two phases. In Phase 1, Stryten will establish manufacturing capacity of 50 MWh/year, or approximately 2.5 million liters per year of vanadium electrolyte with the potential for 24/7/365 operations at maturity. The production capacity with receive and install production skids produced and validated by third party vendors as well as an acid tank farm directly adjacent to the facility in the covered area near Warehouse #2. In Phase 2, the production will expand to 250 MWh/year, or approximately 12 million liters per year. The expansion from Phase 1 to Phase 2 will involve mainly the addition of additional a larger number of production skids and could involve installation of additional tank farms/storage silos for the incoming raw materials as well as storage of the final products prior to shipment of customers. As indicated in the accompanying maps, the vanadium electrolyte production will be located in a portion of the existing 3464 Mike Padget Highway facility, referred to as Warehouse 2 and adjacent covered areas, delivery stations, etc.

The vanadium electrolyte is produced from water, sulfuric acid, vanadium oxides, and electricity with a composition and safety rating similar to the electrolyte used in Stryten's existing lead acid battery manufacturing at several of its sites throughout the United States. Stryten's core competency in the scaled, safe production of acidic electrolytes has been established over many years at multiple sites throughout the United States where Stryten currently produces approximately 70 million liters per year of electrolyte in support of 14 GWh of lead acid batteries produced and shipped to customers throughout the U.S. In support of the lead electrolyte and battery manufacturing, Stryten has established strong safety protocols, protecting its workforce, first responders, the environment, and the local community, in the receiving, processing, and production using sulfuric acid across a range of specific gravity from 1400 to 1800.

The established processes include a concentrated sulfuric acid pumping procedures for transfer of concentrated acid from incoming tanker trucks or rail cars into the on-site acid tank farm storage facility. To this end, the facility will include a custom design of tanker truck and railcar

unloading station supported by durable acid brick tank farms with spill control and/or secondary containment designs as well as any necessary air handling system required to contain any acid release from displaced air in the unloading process. All the designs and procedures will be developed in compliance with local codes to prevent impact on adjacent properties in the unlikely event of a spill. In Phase I, the plant will employ 1400 specific gravity sulfuric acid, but will be designed to be in compliance with best practices to allow for the receiving, unloading and dilution of 1800 specific gravity in Phase 2 or future phases.

Stryten also has developed sulfuric acid release and cleanup procedures and integrated contingency plans. While these events have been extremely rare, the procedures have proven to contain all materials on site and prevent impact on adjacent properties, the workforce, or environment in the few instances it was engaged. We will work closely with the local AHJ to ensure the procedures are updated to comply with any special local requirements. It is recognized that these procedures are specific to each location where they are deployed. Thus, all the procedures and plans will be reviewed and updated as necessary to be in compliance with local codes as well as EPA regulations, Superfund Amendment and Reauthorization Act (SARA), and OSHA requirements. Finally, Stryten has on-going discussions with the Georgia EPD to ensure the site development and operations will be compliant with all required permitting requirements.

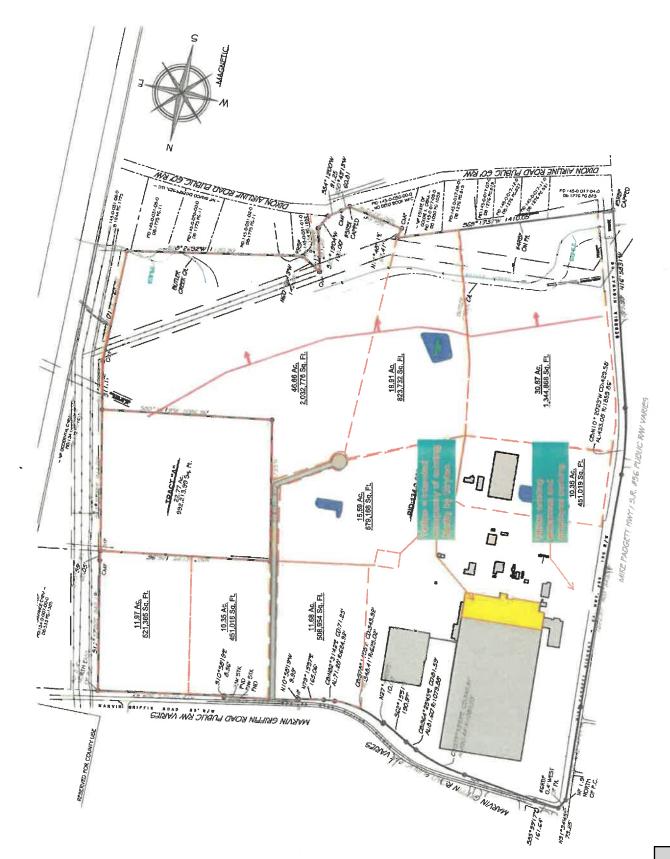
The U.S. is now confronting an important inflection point with a rapidly growing nationwide demand for electricity. As the historic incentive programs embodied in the CHIPS Act, Infrastructure Act, and Inflation Reduction Act catalyze unprecedented growth in manufacturing, the stress on the U.S. electrical grid will be crippling. New and emerging LDES technologies that are rapidly scalable, sustainable, safe, and resilient will be required to serve America's power needs. While Li-ion has dominated grid storage, the technology falls short in longer duration, high cycling applications; pumped hydro and compressed air are geographically limited. To fill this gap, VRFB systems have garnered attention for LDES applications in recent years.

In response to a strong market demand, Stryten Energy plans to deploy its battery manufacturing expertise to build a domestic manufacturing facility to rapidly scale the U.S.-based production and commercialization of vanadium redox flow battery (VRFB) electrolytes. Stryten energy employs over 2,500 people and operates 10 manufacturing plants and 2 R&D centers across the United States and Canada. Our VRFB developments and prototype systems are produced in our Advanced Manufacturing Plant in Alpharetta, GA. We are planning our first VRFB production expansion, the scaled production of vanadium electrolyte, in Augusta, GA based on its status as

one of the key U.S Workforce hubs recently established and its rapidly emerging status as a major battery manufacturing corridor in support of the electric vehicle and the clean energy revolution.

Stryten prides itself on using U.S. based labor force and supply chains in support of its battery manufacturing efforts. The planned large scale production of vanadium electrolyte for vanadium redox flow batteries (VRFB) is crucial for the United States to help secure a steady and domestically produced supply to support the growing U.S. Long Duration Energy Storage (LDES) market. VRFB and other non-lithium batteries are critical to help manage the mismatch in supply and demand for intermittent renewable generators such as solar and wind in support of a clean, carbon-free, reliable electric grid. No other entity in the U.S. or elsewhere is as well-positioned, prepared, and commercially mature to undertake this initiative as Stryten. Stryten has an existing vertically integrated, cradie-to-grave support infrastructure for lead batteries, selling lead batteries made in the U.S. to U.S. markets. Stryten's recent award from the U.S. Department of Energy's MAKE IT Prize funding will accelerate efforts to reproduce this strategy for the VRFB industry.

Stryten's novel electrolyte manufacturing process employs a proven, proprietary continuously stirred tank reactor-plug flow reactor (CSTR-PFR) pair that uses a single vanadium oxide input with a goal to improve energy efficiency by 10%. Combined with Stryten's high volume logistics experience (we manage rail carloads of acid in support of lead battery electrolyte production in our other U.S. manufacturing plants), our process is expected to provide a transformational change in the initial cost, O&M costs, and manufacturing rate of vanadium electrolyte, resulting in a dramatically lower levelized cost of storage (LCOS) for VRFB systems while also enhancing the ability to build such a system using domestically sourced materials, labor, and technology. Vanadium electrolyte is highly recyclable, allowing for a decreased reliance on non-domestic sources, reduced mining activity, and reduction in the amount of waste generated by the long-duration energy storage (LDES) industry.





4760 Richmond Road, Sulte 200, Cleveland, OH 44128 Phone: 440-349-900





ALTA Survey and Conceptual

3464 Mike Padgett August GA

# A BUILDING RENOVATION

3464 MIKE PADGETT HIGHWAY AUGUSTA, GA 30906 RICHMOND COUNTY

PAULSON architects Roswell Nashua

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PROJECT ADDRESS ARCHITECT A			
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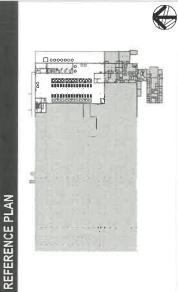
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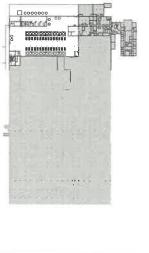
**DRAWING INDEX** 

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STRYTEN ENERGY

2464 MIKE PADGETT HIGHWAY AUGUSTA, GA 30956 RICHAIGND COUNTY





**LOCATION MAP** 



A BUILDING RENOVATION

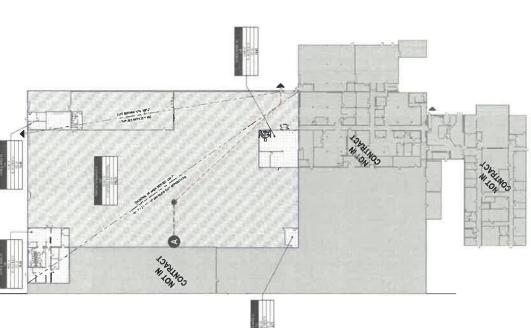
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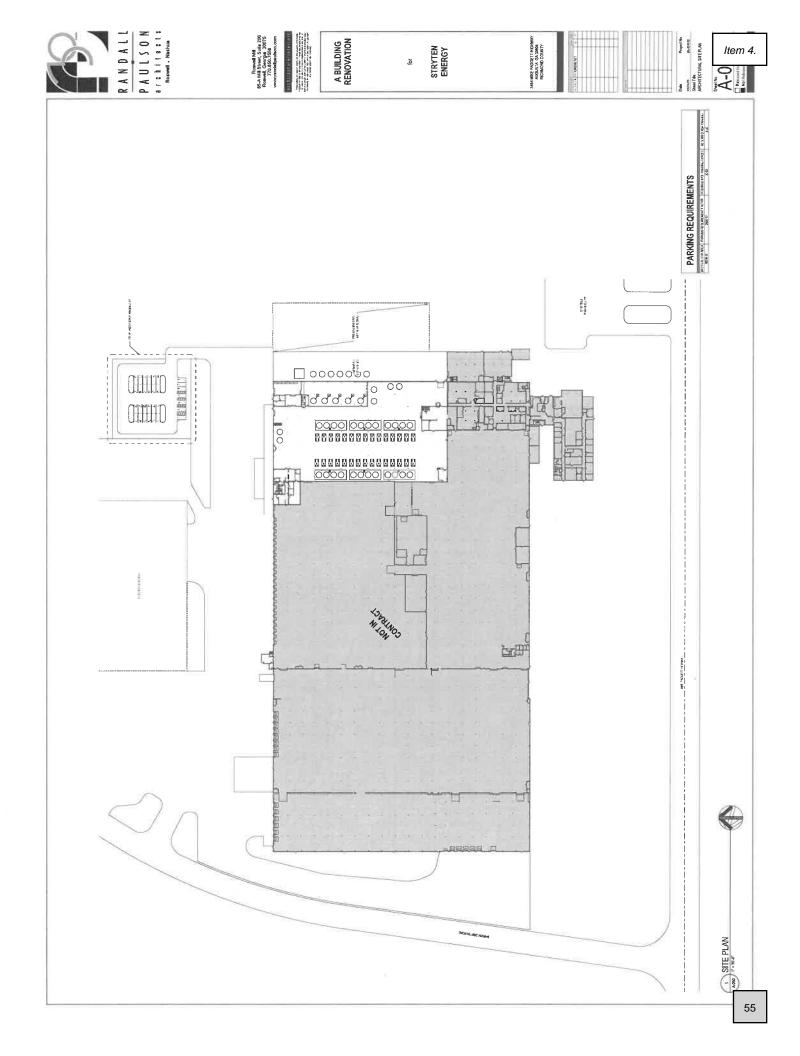
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COMMON PATH OF TRAVEL

TRAVEL DISTANCES

OCCUPANCY LEGEND





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A BUILDING RENOVATION

STRYTEN ENERGY

Project No.

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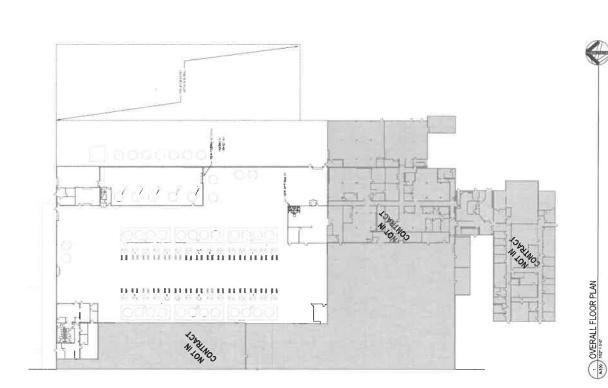
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Item 4.

Project No.





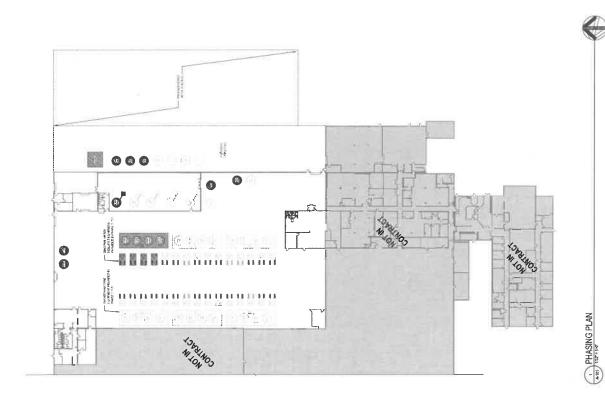


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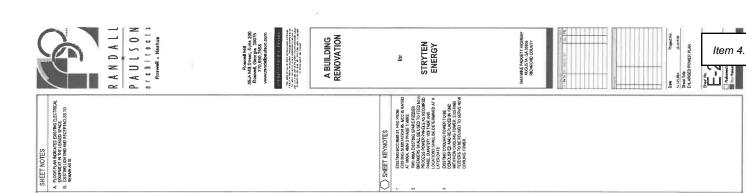
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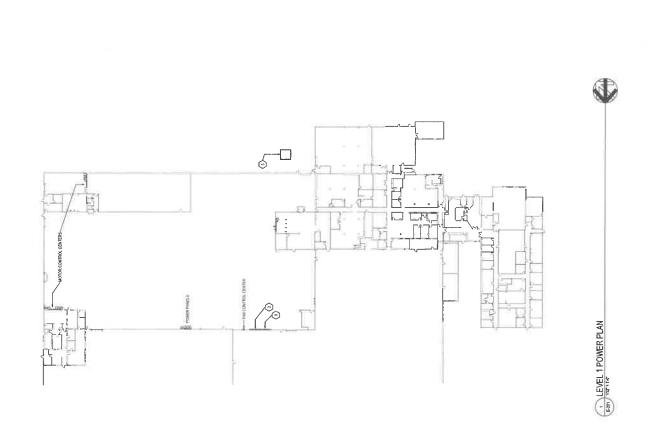
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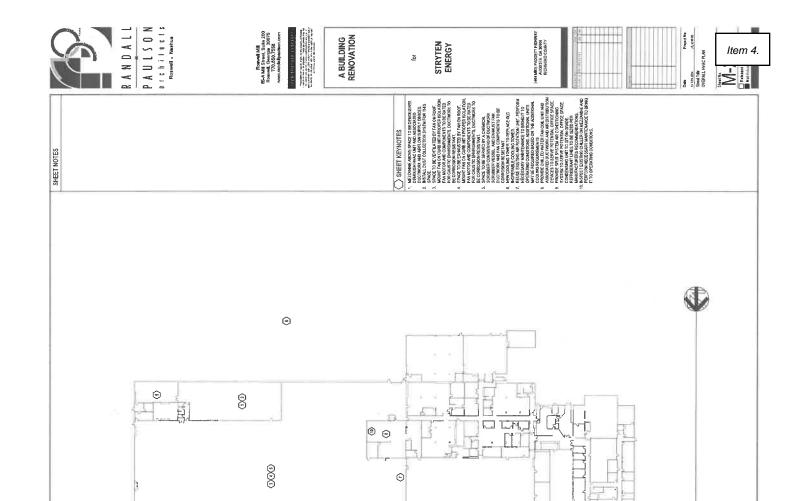
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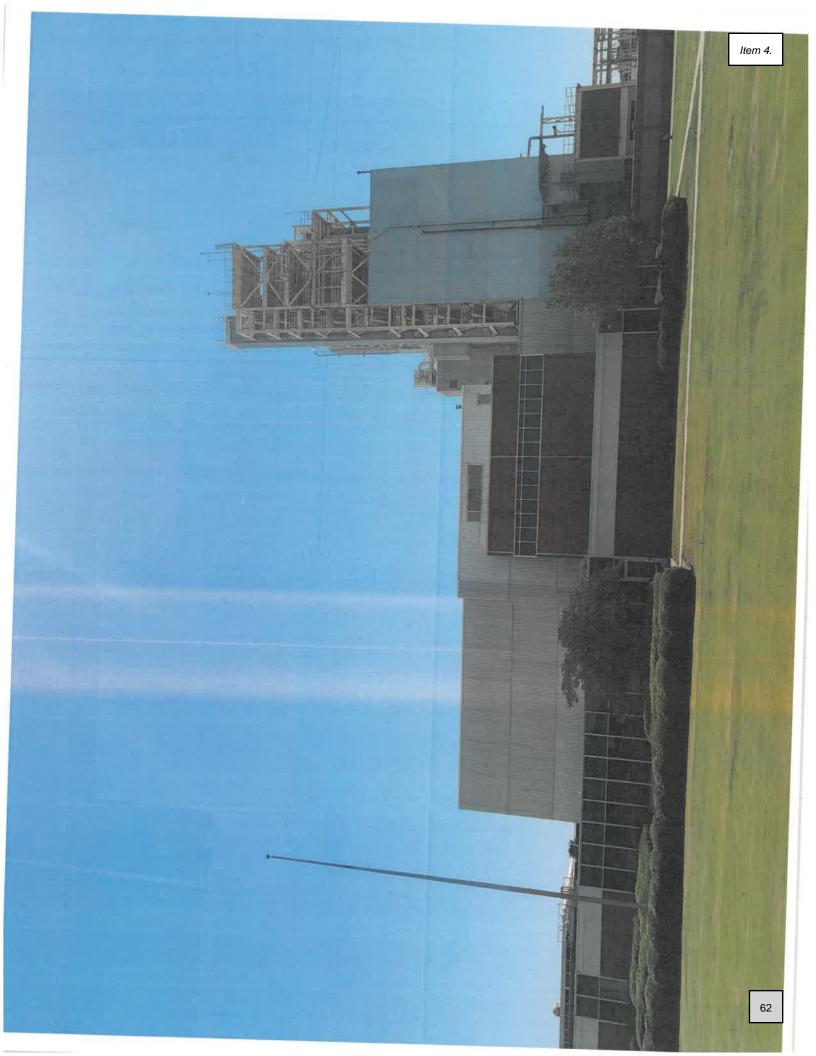
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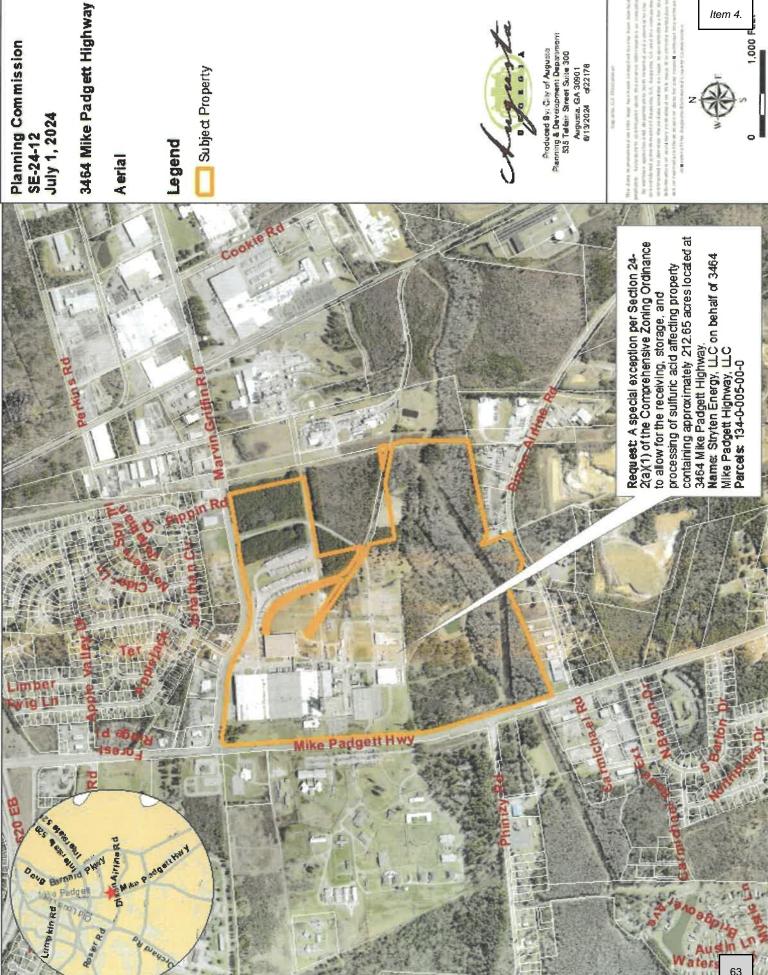






LEVEL 1 HVAC PLAN





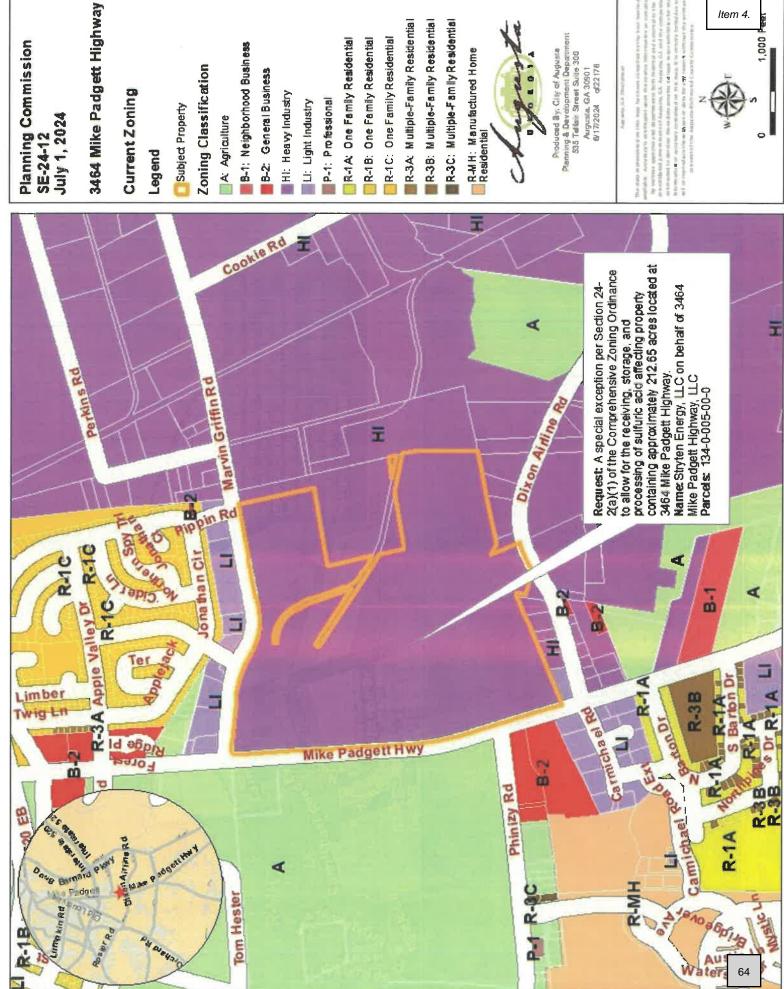
# Planning Commission SE-24-12

Subject Property

Produced Sys City of Augusta Planning & Development Departm 535 Tellin Street Suite 300 Augusta, GA 30901 8/13/2024 df22178



Item 4.



Planning Commission July 1, 2024 SE-24-12

Subject Property

Zoning Classification

A: Agriculture

Li: Light Industry

P-1: Professional

R-1A: One Family Residential

R-1B: One Family Residential

R-1C: One Family Residential

R-3A: Multiple-Family Residential

R-3B: Multiple-Family Residential

R-MH: Manufactured Home Residential

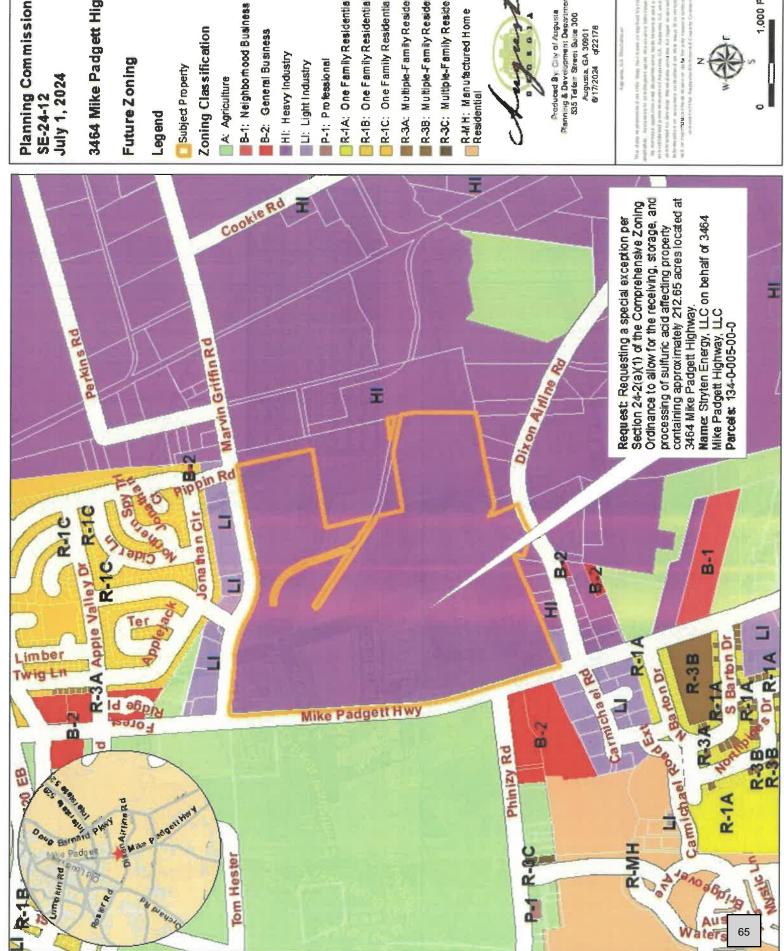


Planning & Development Departm 535 Telfan Street Suite 300 Produced By: Clivial Augusta Augusta, GA 30901



Item 4.

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# Planning Commission

3464 Mike Padgett Highway

Zoning Classification

R-1A: One Family Residential

R-1B: One Family Residential

R-1C: One Family Residential

R-3A: Multiple-Family Residential

R-3B: Multiple-Family Residential

R-3C: Multiple-Family Residentia

R-M H: Manufactured Home Residential



Produced By: City of Augusta Renning & Development Department 535 Telen Street Sure 300 Augusta, GA 30901 6/17/2024 qf22178



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Item 4.



### **Commission Meeting**

July 17, 2024

Ms. Estrella Febus

N/A **Department:** 

**Presenter:** N/A

Motion to approve request from Ms. Estrella Febus of the Hispanic **Caption:** 

> American Cultural Association of the CSRA regarding the waiver of the rental for the use of the Augusta Common in the amount of \$1,500, the mobile stage in the amount of \$2,500 and the costs for the clean-up crew for

the 29th Hispanic Festival to be held on **September 13 and 14, 2024**.

((Approved by Public Services Committee July 9, 2024)

N/A **Background:** 

N/A **Analysis:** 

N/A **Financial Impact:** 

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND APPROVED BY:** 

N/A

### AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesd Committee meetings: Second and last Tuesd	
Commission/Committee: (Please check one a	and insert meeting date)
Commission	Date of Meeting
Public Safety Committee	Date of Meeting
Public Services Committee	Date of Meeting 07/09/24
Administrative Services Committe	e Date of Meeting/
Engineering Services Committee	Date of Meeting
Finance Committee	Date of Meeting
Contact Information for Individual/Presenter	Making the Request:
Name: Estrella Febus	
Address: 3088 humpfine Pt	K.DR.
Telephone Number: 706 402 - 46	2 (/ (-
Fax Number:	<u> </u>
	@gmail.com
Caption/Topic of Discussion to be placed on the ACHA the Hispanic Amier	ican bullural Association
of the CSKA segarding	request to waive rental
eled staffing fees a	I am in- Kind donation for
the 29th to ispanic Testi	ead to be held at the
ougusta Commons on	September 13 and 14
V	
Please send this request form to the following a	address:
	phone Number: 706-821-1820
	Number: 706-821-1838
	ail Address: nmorawski@augustaga.gov
35 Telfair Street	<b> </b>
Lugueta GA 30001	

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.

### Office of the Administrator

Augusta

Takiyah A. Douse Interim Administrator

August 1, 2023

Mr. Maurice McDowell, Director Recreation & Parks 2027 Lumpkin Road Augusta, GA 30906

Dear Director McDowell:

At the regular meeting held Tuesday, August 1, 2023, the Augusta, Georgia Commission took action on the following:

5. Approved waiving the rental and staffing fees as an in-kind donation for the 28th Hispanic Festival to be held at the Augusta Common on September 29-30, with an increase of \$5,000 for security costs, and the MOU to dictate that the City Logo be added where appropriate (e.g. marketing material).

Addendum 3.

Approved Change Order one (1) for Horizon Construction in the amount of \$594,985.00 for construction of lighting at Jamestown Park as part of the Jamestown Park Improvement Project 22REC117 (ITB 21-275).

If you have any questions, please contact me.

In Service,

Charles M. Jackson, Deputy Administrator

CUL

CJ/nd

### ASSOCIACIÓN CULTURAL HISPANOAMERICANA

### AND

### AUGUSTA, GEORGIA MEMORANDUM OF UNDERSTANDING

WHEREAS, on May 2, 2023, the Augusta, Georgia Commission approved that five thousand dollars (\$5,000.00) be distributed to ACHA for the purpose of conducting the 28th Hispanic Festival in Augusta;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS MOU, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREE AS FOLLOWS:

- 1. **SCOPE.** Augusta will provide funds to ACHA for the purpose of conducting the 28<sup>th</sup> Hispanic Festival in Augusta.
  - a. Augusta shall provide five thousand dollars (\$5,000.00) to ACHA, in a manner and at a time of Augusta's discretion.
  - b. The funds shall only be utilized towards payment of security expenditures incurred during the festival.

### 2. Responsibilities of ACHA.

ACHA will utilize the allocated funds to:

- a. Fund, in part, the 28th Hispanic Festival in Augusta.
- b. Provide an accurate accounting of all expenditures associated with the five thousand dollars (\$5,000) provided by Augusta, Georgia no later than 14 days after the event date, to include receipts and/or other written documentation verifying such expenditures
- 3. **USE OF LOGO.** Augusta grants ACHA permission to use Augusta's name and/or logo in any marketing materials for the promotion of the event. ACHA agrees to include Augusta's name and logo in the sponsor section of any marketing materials for the promotion of the event. At a minimum, reference shall be made in any marketing materials to Augusta's sponsorship of the event with name and logo and shall read "Sponsored by Augusta, Georgia".

4.

5. **Term and Termination**. The term of this MOU commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta,

Georgia on December 31, 2023, unless terminated earlier in accordance with the termination provisions of the MOU.

- a. <u>Termination for Convenience</u>. This MOU may be terminated, in whole or in part, by Augusta, Georgia, for its own convenience, by providing at least seven (7) days' written notice to ACHA.
- b. Termination for Default. Failure of ACHA to perform or otherwise comply with a material condition of this MOU shall constitute a default, unless such failure has been waived, in writing, by Augusta, Georgia. In the event of a default, Augusta, Georgia shall provide written notice to ACHA declaring such default. Thereafter, ACHA shall have thirty (30) days, from receipt of the notice, to cure the default. If the default has not been cured within thirty (30) days, this Agreement shall automatically terminate without requiring further action on the part of Augusta, Georgia.
- c. Regardless of any termination provision in this MOU, the responsibilities of the ACHA to account for the expenditure of funds shall survive the termination of this MOU, until the complete and full expenditure of the entirety of the funds appropriated under this MOU. Documentation of expenditures shall be retained in conformity with the Records Retention Schedule of the State of Georgia.
- 6. **Notices**. Notices shall be in writing and dated, via postmark to the addresses as specified below:

#### Adress for Notices to ACHA

## **Adress for Notices to AUGUSTA**

Asociación Cultural Hispanoamericana

Attn: Estrella Febus

P.O. Box 3203

Augusta, GA 30914

Augusta, Georgia

535 Telfair Street, Suite 200

Augusta, Ga 30901

With copies to:

Augusta Law Department

Attn: General Counsel

535 Telfair Street, Bldg. 3000

Augusta, Ga 30901

Office of the Administrator 535

Telfair Street, Suite 910

Augusta, Ga 30901

- 7. **Indemnification**. Nothing in this MOU shall constitute a waiver of Augusta's sovereign immunity, by contract or otherwise. Except as otherwise provided in this MOU, ACHA shall indemnify and hold harmless Augusta, its officers, employees from and against all liabilities, damages, losses, and expenses, including attorneys' fees (if recoverable under applicable law).
- 8. Choice of Law, Venue, and Jurisdiction. The laws of the State of Georgia shall govern the MOU between Augusta and ACHA with regard to its interpretation, performance, and any other claims related to this MOU. All claims, disputes, and other matters in question between Augusta and ACHA arising out of or relating to the MOU, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. ACHA, by executing this MOU, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
- 9. **Georgia Open Records Act**. ACHA warrants that it has reviewed O.C.G.A. § 50-18-71 et seq. and acknowledges that Augusta is an "agency" pursuant to O.C.G.A. § 50-18-70(b) (1). ACHA acknowledges and understands that any work generated under this MOU may be contained in a "public record" as defined by O.C.G.A. § 50-18-70(b)(2). ACHA releases and holds harmless Augusta and its officers, employees, and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the disclosure of information in this article due to the failure of ACHA to provide an affidavit as described in O.C.G.A. § 50-18-72(a)(34).
- 10. **Assignment**. Neither Augusta nor ACHA shall assign, sublet, or transfer their interest in this MOU without the written consent of the other. Nothing contained in this MOU shall create a contractual relationship with, or a cause of action in favor of, a third party against either Augusta or the ACHA.
- 11. **Georgia Prompt Pay Act**. The terms of this MOU superseded any and all provisions of the Georgia Prompt Pay Act.
- 12. Modification. ACHA 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, ACHA is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of ACHA'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 ACHA may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ACHA agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if ACHA provides goods or services to Augusta, Georgia in excess of the contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by ACHA. ACHA assumes all risk of nonpayment 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. Augusta, Georgia may unilaterally, upon written notice, demand that a temporary and immediate stopping of the work

under this MOU be done.

- 13. Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this MOU, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this MOU. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.
- 14. **Prohibition on Contingent Fees**. ACHA warrants that no person or selling agency has been employed or retained to solicit or secure this MOU upon an MOU or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ACHA for the purpose of securing business and that ACHA has not received any non-Augusta fee related to this MOU without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this MOU without liability or at its discretion to deduct from the MOU Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
- 15. SAVE/E-VERIFY. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical

services.

- 16. **Right to Inspect**. Augusta, Georgia, may at reasonable times, inspect the place of business, or work site of ACHA or any subcontractor of ACHA or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.
- 17. **Entire MOU**. This MOU constitutes the final MOU between the parties. It is the complete and exclusive expression of the parties' MOU on the matters contained in this MOU. All prior and contemporaneous negotiations and MOUs between the parties on the matters contained in this MOU are expressly merged into and superseded by this MOU. The provisions of this MOU cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this MOU, neither party has relied upon any statement, representation, warranty or MOU of any other party except for those expressly contained in this MOU. There are no conditions precedent to the effectiveness of this MOU, other than any that are expressly stated in this MOU. This MOU may be amended only by written instrument signed both by Augusta and ACHA.
- 18. **Severability**. If any term or provision of this MOU is held invalid or unenforceable, the remainder of this MOU will be considered valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

## [SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this MOU as of the date(s) set forth below.

Asociación Cultural Hispanoamericana

Estrella Febus, President

Augusta, Georgia

79

0	9/	131	2023	
Date				

Date

Lena Bonner, Clerk of Commission

\*



## **Commission Meeting**

July 17, 2024

Alcohol License

**Department:** Planning & Development

**Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions

Caption: Motion to approve A.N. 24-30 – New Location: Retail Package Beer and

Wine, Jackson Michell Applicant for Fresh Take Grocery, located at 2907 Washington Road. District 7, Super District 10. (Approved by Public

Services Committee July 9, 2024)

**Background:** New Location – Fresh Take Grocery

Analysis: Applicant meets the requirements of the City of Augusta's Alcohol

Ordinance.

**Financial Impact:** Applicant will pay a fee of \$665.00

**Alternatives:** N/A

**Recommendation:** Planning & Development Department approved the application subject to

additional information not contradicting the applicant's statements.

Sheriff's Office approved the application subject to additional information

not contradicting applicant's statements.

Funds are available in

the following accounts:

**REVIEWED AND** 

**APPROVED BY:** 

N/A

N/A

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

## ALCOHOL BEVERAGE APPLICATION

		ALCOHO	L BEVE	RA	GE A	PPLICA	TION		2001
Alcoh	ol Number _		Year _	2024	_ Alc	ohol Acco	unt Num	ber	A024-
	Name of Bu	siness FreshTak	e Grocery C	огрота	ation d/b	/a FreshTak	e Grocery		
	Rusiness Ad	dress 2907 Was	hington Roa	ad, Sui	ite 102				
	City August				Stat	e GA		Zip	30909
	Dusingge Ph	one ( <u>706</u> ) <u>504</u> .	.9450		Hor	ne Phone	1	_	
	Auglicas Fil	ame and Addres	ss' Fres	hTake				kson	E. Mitchell
	Applicant N	ame and Addres				Road, Suite I			
					A 30909		02		
							D.O.B.		
	If Application	ocial Security # on is a transfer, l							
	Business Lo	cation: Map &	Parcel 01	2-0-01	8-00-0			Zoni	ng <u>B-2</u>
	Location Ma	nager(s)	Josep	5	nel	arthy		_	
0.	(x) Yes (	an American C ) No	ERSHII						•
							•		
1.		(if applicable):	Date Cha	rterec	1: 07/2	9/2022			
2.	Mailing Add	ress:							
	Name	of Business Fro	eshTake Gro	cery (	Corporat	ion			
	Attenti		r. Jackson E					_	
	Addres	S 29	07 Washing	ton Ro	ad, Suite	e 102			
		ate/Zip Au	gusta, GA 3	0909					
3.	Ownership T	ype: (X) Corpo	oration	(	) Parti	nership	( ) I	ndiv	idual
3. 4.	CNi	oma: FreshTake	Grocery C	огрога	tion				
т,	List name an	d other required	linformat	ion fo	or each	person ha	ving inte	rest	in this business
Name		Position	SSNO#		Addr			Inte	erest
	E. Mitchell	CEO				est Paces Ferry Roa 4002 Atlanta GA 3		100	1%
ickson	E. WITCHEI	CEO	15						
					io logo	tion?			
5.	What type of	business will y	ou operate	in th	1000	Convenie	nce Stor	e	
	( ) Restaura		Lounge	50,700		Convenie	nee broi	•	
	( ) Package	Store (X)	Other: G	rocery	store				
				In		Wino	Done	0	Sunday Sales
Licen	se Information	n	Liquor	Be	eer	Wine	Danc	c	
Retail	Package Dea	ler		X		X		_	X
Const	umption on Pr	emises							
	esale								
	Total License Prorated Lice	e Fee: \$_1,330 ense Fee: (After	.00 r July 1 Ol	NLY)	\$				
		.1: . 1 P ·	Alachal	Reve	rage Li	cense hefo	re: Yes	i,	
5.	Have you eve	er applied for ar	AICONOL	DCVCI	iage Di	Dione and a	ttached Ex	chihit	"A"
	If so, give ye	ar of application	n and its d	spos	mon:	ricase see a	macheu E/	mon	
				-	n	and Carre	tu lawa s	eggr	ding the sale of
7.	Are you fami	liar with Georg	ia and Au	gusta-	-Kicnm	ona Coun	iy tawa I	ogar N	die sale of
	alcoholic bev	erages? (x) Ye	es ()N	10		lf so, ple	ase initii	ai	000

		_
18.	Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.	Ite
19.	Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No If yes, give full details: N/A	
20.	Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (x) No  If yes, give reason charged or held, date and place where charged and its disposition.  N/A	
21.	List owner or owners of building and property. SCT Washington Crossing LLC	
22.	List the name and other required information for each person, firm or corporation having any interest in the business.  Mr. Jackson E. Mitchell, as the Sole Officer and Shareholder  Please see response to Question #14.	
23.	If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  A.) Church 1 mile  C.) School 4,310 feet	
24.	B.) Library 3.7 miles  State of Georgia, Augusta-Richmond County, I, Jackson E. Mitchell  Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.	
	A Cho - Co -	

Applicant Signature is personally known to be, Jackson E. Mitchell 25. I hereby certify that that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually M Redmono administered by me, has sworn that said statements and answers are true. This 26 day of \_\_\_\_\_\_, in the year 2021 **EXPIRES G**EORGIA Notary Public APR 26, 2026 FOR OFFICE USE ONLY Comments Deny Approve Department Recommendation Alcohol Inspector Sheriff Fire Inspector , in the year \_ The Board of Commissioners on the \_ day of (Approved, Disapproved) the forgoing application. Date Administrator

# PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-30

**Application Type:** Retail Package Beer, and Wine – New Location

**Business Name:** Fresh Take Grocery

Hearing Date: July 9, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and

**Development Department** 

Applicant: Jackson Mitchell

Property Owner: SCT Washington Crossing, LLC

Address of Property: 2907 Washington Road

**Tax Parcel #:** 012-0-018-00-0

Commission Districts: District 7, Super District 10

#### **ANALYSIS:**

Location Restrictions:

• **Zoning:** General Business, B-2

• **Distance Requirements:** The proposed location for Retail Package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

#### ADDITIONAL CONSIDERATIONS:

- **Reputation, Character –** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- Previous Violations of Liquor Laws If the applicant is a previous holder of a license to sell
  alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such
  business.
- Manner of Conducting Prior Liquor Business If the applicant is a previous holder of a
  license to sell alcoholic liquors, the manner with which they conducted the business thereunder
  especially as to the necessity for unusual police observation and inspection to prevent the
  violation of any law, regulation, or ordinance relating to such business.
- **Location** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- Number of Licenses in a Trading Area The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- Dancing If dancing is to be permitted upon the premise for which the license is sought and the
  applicant has previously permitted dancing upon the premises controlled of supervised by them,
  the manner with which they controlled or supervised such dancing to prevent any violation of any
  law, regulation, or ordinance.
- Previous Revocation of License If the applicant is a person whose license issue dunder the
  police powers of any governing authority has been previously suspended, or revoked, or who has
  previously had an alcoholic beverages license suspended or revoked.
- Payment of Taxes If the applicant and business are not delinquent in the payment of any local taxes
- Congregation of Minors Any circumstances which may cause minors to congregate in the
  vicinity of the proposed location, even if the location meets the distance requirements under
  Section 6-2-64(b) herein.
- Prior Incidents Evidence that a substantial number of incidents requiring police intervention
  have occurred within a square city block of the proposed location during the twelve (12) months
  immediately preceding the date of application.
- Previous Denial or Revocation The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

#### **RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

<u>NOTE</u>: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



**Commission Meeting** 

July 17, 2024

Alcohol License

**Department:** Planning & Development

**Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions

Caption: Motion to approve A.N. 24-31 - New Location: Consumption on

Premises Beer and Wine with Sunday Sales, Jackson Mitchell

Applicant for Fresh Take Grocery Corp. located at 2907 Washington

Road. District 7, Super District 10 (Approved by Public Services

Committee July 9, 2024)

**Background:** New Location – Fresh Take Grocery

Analysis: Applicant meets the requirements of the City of Augusta's Alcohol

Ordinance.

**Financial Impact:** Applicant will pay a fee of \$1,247.50

**Alternatives:** N/A

**Recommendation:** Planning & Development Department approved the application subject to

additional information not contradicting the applicant's statements.

Sheriff's Office approved the application subject to additional information

not contradicting applicant's statements.

Funds are available in

the following accounts:

REVIEWED AND APPROVED BY:

N/A

N/A

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

ALCOHOL BEVERAGE APPLICATION

							- //	11 1 1 2 1 -
Alco	hol Number _		Year	2024 A	Icohol A	ccount Nun	iber	dy
	NI CD	Fre Fre	shTake	Groc	ery (	corpora	ation	d/b/a
1.	Name of Bu	isiness <u>Fre</u>	SIITAKE	RESL	aurar	11		
2.		ddress 2907 W	asnington Ro		ate GA		Zip 3090	0
3.	City Augus				ome Pho			
4.		none ( <u>706</u> ) <u>50</u>						ahall
5.	Applicant N	lame and Addr				ation / Mr. Jac	KSON E. WIII	CHCH
				7 Washington		ite 102		
			Aug	usta, GA 309	09			
6.	Applicant S	ocial Security	#			D.O.B.		
7.	If Application	on is a transfer	, list previo	us Applica	nt:			
8.		cation: Map &	Parcel 01	2-0-018-00-	)		Zoning E	3-2
	Location M	anager(s) J	oseph	McCar	thy			
9.	Location ivi	allager(s)	O D O P II					
10.		an American ( ) No	Citizen or A				nanent res	sidency?
,	Comparation	(if applicable)						
1.			. Date Cha	1101001				
2.	Mailing Add	of Business F	FreshTake Gro	ncery Corpor	ation			
			Ar, Jackson E.	Mitchell				
	Attent				: 102			
	Addres	_	907 Washing		1102			
	City/S		Augusta, GA 3			( ) [	ndividual	
3.	Ownership 7	Гуре: (X) Corp	poration		tnership	( ) [	ngividuai	
4.	Corporate N	ame: FreshTa	ke Grocery C	orporation				huginger
	List name an	d other require	ed informati	ion for eac	n person	naving inte	rest in this	business.
		I De cial au	SSNO#	Ado	lress		Interest	
Nam		Position	BSNO#	92	West Paces Ferry		100%	
ackso	on E. Mitchell	CEO	+		u 4007 Atlanta I	GA 10105	10076	
_								
5.	What type of (X) Restaura ( ) Package	,	you operate ) Lounge ) Other:	in this loc	) Conve	nience Store		
Lice	nse Informatio	n	Liquor	Beer	Wine	Dance	Sund	day Sales
	il Package Dea				-		-	V
Cons	sumption on Pr	emises		X	X		_	Х
	lesale							
	Total License Prorated Lice	e Fee: \$\frac{2,666}{2,666} ense Fee: (Afte		NLY) \$_				
ó.	Have you eve If so, give ye	er applied for a ar of application	n Alcohol I on and its di	Beverage L sposition:	Please se	efore: Yes. e attached Ex	hibit "A"	
7.	Are you fami	liar with Georg	gia and Aug	gusta-Richr o	nond Co	unty laws re please initia	garding t	he sale of

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



19.	employed,	or have be of Richmo	en employ nd County	th you hold, or have held, any financial interest, or a yed, ever been cited for any violation of the rules a y or the State Revenue Commission relating to the set? () Yes (X) No	nu
	If yes, give	full details:	N/A		<b>=</b> /
	-				_
20.	authorities, or ordinance pertaining t dismissed. If yes, give	for any vio e? (Do no o alcohol o	lation of a tinclude or drugs.)	or held by Federal, State, or other law-enforcement of the state, County or Municipal law, regulations traffic violations, with the exception of any offens All other charges must be included, even if they are detailed, date and place where charged and its disposition.	es
	N/A				<del>-</del>
					=
21.				and property.	
	SCT Washing				_
22.	any interest	in the busin	ess.	information for each person, firm or corporation having	ng
	Mr. Jackson E	E. Mitchell, as	the Sole Of	ficer and Shareholder	=
	Please see res	ponse to Ques	tion #14.	veyor's plat and state the straight line distance from the	ne
23.	property lin building wh	e of schoo ere alcohol	l, church, beverages	library, or public recreation area to the wall of the are sold.	ie
	A.) Church			D.) Public Recreation 1.5 miles	=
24.	B.) Library	nain Amour	to Dichma	and County I Jackson E. Mitchell	
24.	Do colemnia	v cwear cu	hiect to th	ne penalties of false swearing, that the statements ar	d
	answers mad	de by me as	the appli	cant in the forgoing alcoholic beverage application a	·e
	true.			Andrew Withen	
			Applic	and signature	_
25.	I hereby cert	ify that	Jacks	on E. Mitchell is personally known to b	e, · .
<i></i>	that he/che	signed his/l	er name	to the foregoing application stating to me that ne/si	e
	knew and ur	nderstood a	ll stateme	nts and answers made herein, and, under oath actual	CM Redmono
	This 26	by me, has	SWOTE TO	at said statements and answers are true, , in the year 2224.	(0,000)
	Inis	day or	111011	a no wed mond	EXPIRES GEORGIA
				1 III BOOTHUND	GEORGIA
			Notary	Public	P, APR 26, 2026
			EOD O	PEICE LISE ONLY	121
_		A	Deny	FFICE USE ONLY Comments	1/2/
	rtment mmendation	Approve	Delly	Comments	STO-DEKALO
	nol Inspector				
Sheri					
Fire I	nspector				
The Bo	oard of Comm	issioners or	the rgoing ap	day of, in the year	-
PP		,			
	-	A 1		Date	
	1	Administrat	or	Σαιο	

# PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-31

**Application Type:** Consumption on Premises for Beer, and Wine with Sunday Sales - New Location

**Business Name:** Fresh Take Grocery

Hearing Date: July 9, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and

**Development Department** 

Applicant: Jackson Mitchell

Property Owner: SCT Washington Crossing, LLC

Address of Property: 2907 Washington Road

**Tax Parcel #:** 012-0-018-00-0

Commission Districts: District 7, Super District 10

#### **ANALYSIS:**

Location Restrictions:

• **Zoning:** General Business, B-2

• **Distance Requirements:** The proposed location for consumption on premises for Beer, and Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

#### ADDITIONAL CONSIDERATIONS:

- **Reputation, Character –** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- Manner of Conducting Prior Liquor Business If the applicant is a previous holder of a
  license to sell alcoholic liquors, the manner with which they conducted the business thereunder
  especially as to the necessity for unusual police observation and inspection to prevent the
  violation of any law, regulation, or ordinance relating to such business.
- **Location** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- Number of Licenses in a Trading Area The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- Dancing If dancing is to be permitted upon the premise for which the license is sought and the
  applicant has previously permitted dancing upon the premises controlled of supervised by them,
  the manner with which they controlled or supervised such dancing to prevent any violation of any
  law, regulation, or ordinance.
- Previous Revocation of License If the applicant is a person whose license issue dunder the
  police powers of any governing authority has been previously suspended, or revoked, or who has
  previously had an alcoholic beverages license suspended or revoked.
- Payment of Taxes If the applicant and business are not delinquent in the payment of any local taxes
- Congregation of Minors Any circumstances which may cause minors to congregate in the
  vicinity of the proposed location, even if the location meets the distance requirements under
  Section 6-2-64(b) herein.
- **Prior Incidents** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- Previous Denial or Revocation The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$1,247.50

#### **RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

<u>NOTE</u>: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



## **Commission Meeting**

July 17, 2024

Alcohol License

**Department:** Planning & Development

**Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions

Caption: Motion to approve A.N. 24-32 New Location: Retail Package Beer and

Wine, Riteshkumat (Ricky) Patel Applicant for Mahantji

Management, LLC, located at 3317 Peach Orchard Road. District 5, Super

District 10. (Approved by Public Services Committee July 9, 2024)

Background: New Location – Convenience Store Business Name to be Determined

**Analysis:** Applicant meets the requirements of the City of Augusta's Alcohol

Ordinance.

**Financial Impact:** Applicant will pay a fee of \$665.00

**Alternatives:** N/A

**Recommendation:** Planning & Development Department approved the application subject to

additional information not contradicting the applicant's statements.

Sheriff's Office approved the application subject to additional information

not contradicting applicant's statements.

Funds are available in

the following accounts:

REVIEWED AND

**APPROVED BY:** 

N/A

N/A

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

## ALCOHOL BEVERAGE APPLICATION

Alc	ohol Number		Ye	ar	Al-	cohol Acco	ount Nur	nbe	r
		MAL	I A NITTI I	MANTA	CEN AT	NTIIC			
1.	Name of Busin	ness WAI	IAINIJI I	MAINA	GEIVIL	INI LLC			
2.	Business Addr	ess <u>3317</u>	PEACH	ORCH.	AKDI	KD O		·	2000/
3.	City AUGUS	STA			_ Sta	te <u>GA</u>			30906
4.	Business Phon	e ( <u>203-</u> )89	3-6371	DITTO	Ho	me Phone	()	),	
5.	Applicant Nan	ne and Add	ress:	RITESI	HKUN	AAR PAI	EL		
						EN DR			
			1	MARTI	NEZ,	GA 30907			
,		10 4					DOD		
6.	Applicant Soci	al Security	#		11	,	D.O.B.	_	
7.	Applicant Soci If Application	is a transfe	r, list prev	vious Ap	pncan	τ:			
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8. 9.	Location Mana								iiiig
9.	Location Mana	iger(s)						_	
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10.	Is Applicant an	American	Citizen o	r Alien	lawfull	v admitted	for per	man	ent residency?
10.	(X) Yes ()		OILIZON O	1 1 1 1 1 1 1 1		)	, 101 P 01.		
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11.	Corporation (if						1		
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	City/State		MARTIN	IEZ, GA	3090	7		1!	.:1
13.	Ownership Typ	e: (X) Cor	poration	(	) Parti	nership	( ) 1	naiv	/iduai
14.	Corporate Nam	e: MAHA	ЙШМ	ANAGI	MEN	ILLC			to 41 to hondroom
	List name and c	otner require	ea inform	iation to	r eacn	person nav	ing inte	rest	in this business.
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	( ) Restaurant					Convenier		3	
	( ) Package Sto	ore (	) Otner:					_	
T 100	man Information		Liquor	Day		Wine	Dance		Sunday Sales
_	nse Information		Liquor		ÇT	The state of the s	Dance	-	Sunday Sales
	il Package Dealer	•	-	X		X	_	_	
	sumption on Prem	ises	-				-	_	
Who	lesale		L					_	
	m								
	Total License Fe				3				
	Prorated License	Fee: (Afte	er July 1	ONLY)	\$				
					_ ,				
16.	Have you ever a					ense befor	e: <u>NO</u>	_	
	If so, give year o	f application	n and its	disposit	ion:				
17.	Are you familiar				Richmo				ding the sale of
	alcoholic beverag	ges? (χ) Y	es ()	No		If so, plea	se initia	i	AV

18. Attach a passport-size photograph
(front view) taken within two years.
Write name on back of the dealer submitting the license application.

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	11110	aay or	11	27 20			TARY PUBLIC blumbia County	
	administered	by me, has	s sworn th	at said statements and answ	wers are true.		HAN MAULDEN	
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25.	I hereby cert	tify that <u>RI</u>	TESHKU)	MAR PATEL to the foregoing applicat	is personally i	mown to be ne that he/sh	e	
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		de by me a		icant in the forgoing alcol		pplication ar	e	
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23.	If a new app	plication, a	ttach a sur	veyor's plat and state the , library, or public recre	straight line dist	tance from the	e e	
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	any interest NA	in the busin	ness.					
22.				information for each pers	on, firm or corp	oration havin	g	
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21.	List owner			and property.				
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	If yes, give	reason cha	rged or he	ld, date and place where cl	harged and its di	sposition.		
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20.	Have you	ever heen	arrested	or held by Federal, Sta	ate, or other la	w-enforceme	nt	
				ts? ( ) Yes (X) No			_	
	regulations	of Richmo	ond Count	y or the State Revenue C	Commission rela	ting to the sa	le	
19.	Has any li-	quor busine	ess in whi	ch you hold, or have held yed, ever been cited for	d, any financial any violation o	interest, or a	are nd	
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# PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-32

**Application Type:** Retail Package Beer, and Wine – New Location

**Business Name:** To Be Determined

Hearing Date: July 9, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and

**Development Department** 

Applicant: Riteshkumar (Ricky) Patel

**Property Owner:** Fletcher Auto Sale, Inc.

Address of Property: 3317 Peach Orchard Road

**Tax Parcel #:** 122-1-036-01-0

Commission Districts: District 5, Super District 9

#### **ANALYSIS:**

Location Restrictions:

• **Zoning:** General Business, B-2

• **Distance Requirements:** The proposed location for Retail Package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

#### ADDITIONAL CONSIDERATIONS:

- **Reputation, Character –** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- Previous Violations of Liquor Laws If the applicant is a previous holder of a license to sell
  alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such
  business.
- Manner of Conducting Prior Liquor Business If the applicant is a previous holder of a
  license to sell alcoholic liquors, the manner with which they conducted the business thereunder
  especially as to the necessity for unusual police observation and inspection to prevent the
  violation of any law, regulation, or ordinance relating to such business.
- **Location** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area –** The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- Dancing If dancing is to be permitted upon the premise for which the license is sought and the
  applicant has previously permitted dancing upon the premises controlled of supervised by them,
  the manner with which they controlled or supervised such dancing to prevent any violation of any
  law, regulation, or ordinance.
- Previous Revocation of License If the applicant is a person whose license issue dunder the
  police powers of any governing authority has been previously suspended, or revoked, or who has
  previously had an alcoholic beverages license suspended or revoked.
- Payment of Taxes If the applicant and business are not delinquent in the payment of any local taxes
- Congregation of Minors Any circumstances which may cause minors to congregate in the
  vicinity of the proposed location, even if the location meets the distance requirements under
  Section 6-2-64(b) herein.
- Prior Incidents Evidence that a substantial number of incidents requiring police intervention
  have occurred within a square city block of the proposed location during the twelve (12) months
  immediately preceding the date of application.
- Previous Denial or Revocation The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

#### **RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

<u>NOTE</u>: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



## **Commission Meeting**

July 17, 2024

Alcohol License

**Department:** Planning & Development

**Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions

Caption: Motion to approve A.N. 24-34 – Existing Location, New Ownership:

Retail Package for Beer and Wine, Alpeshkumar M. Patel Applicant located at 1714 Fifteenth Street. District 2, Super District 9 (Approved by

**Public Services Committee July 9, 2024)** 

**Background:** Short Stop

**Analysis:** Applicant meets the requirements of the City of Augusta's Alcohol

Ordinance.

**Financial Impact:** Applicant will pay a fee of \$665.00

**Alternatives:** N/A

**Recommendation:** Planning & Development Department approved the application subject to

additional information not contradicting the applicant's statements.

Sheriff's Office approved the application subject to additional information

not contradicting applicant's statements.

Funds are available in

the following accounts:

**REVIEWED AND APPROVED BY:** 

N/A

N/A

## Augusta-Richmond County Planning & Development Department 1803 Marvin Griffin Road Augusta, GA. 30906

## ALCOHOL BEVERAGE APPLICATION

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2.	Business Address 1		514 5			,	
3.	City Augusta	1.7			GA	7:	30901
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5.	Applicant Name and A	Address:	Ala		me Phone (	Patel	
· ·	Applicant Name and A	Audi CSS.	1	eshKui			
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_	1 1 10 10		EI	lanc.	GA 308		
6.	Applicant Social Secu	rity#				D.O.B	
7.	If Application is a tran	ısfer, list p	previous	s Applica:	nt:		
	N/A						
8.	Business Location: Ma	ap & Parc	el			Zoning	
9.	Location Manager(s)	Alpes	h Kun	nar M	1. Patel		
10.	Is Applicant an Ameri (v) Yes( ) No	ican Citize	en or Al	ien lawfu	lly admitted	l for permane	ent residency?
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18. Attach a passport-size photograph (front view) taken within two years.
Write name on back of the dealer submitting the license application.

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# PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-34

Application Type: Retail Package Beer, and Wine – Existing Location - New Ownership

Business Name: Short Stop

Hearing Date: July 9, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and

**Development Department** 

**Applicant:** Alpeshkumar M. Patel

**Property Owner:** Gang S. Kim / Chong A. Kim

Address of Property: 1714 Fifteenth Street

**Tax Parcel #:** 106-0-013-01-0

Commission Districts: District 2, Super District 9

#### **ANALYSIS:**

Location Restrictions:

Zoning: General Business, B-1

• **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

#### ADDITIONAL CONSIDERATIONS:

- **Reputation, Character –** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- Previous Violations of Liquor Laws If the applicant is a previous holder of a license to sell
  alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such
  business.
- Manner of Conducting Prior Liquor Business If the applicant is a previous holder of a
  license to sell alcoholic liquors, the manner with which they conducted the business thereunder
  especially as to the necessity for unusual police observation and inspection to prevent the
  violation of any law, regulation, or ordinance relating to such business.
- **Location** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area –** The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- Dancing If dancing is to be permitted upon the premise for which the license is sought and the
  applicant has previously permitted dancing upon the premises controlled of supervised by them,
  the manner with which they controlled or supervised such dancing to prevent any violation of any
  law, regulation, or ordinance.
- Previous Revocation of License If the applicant is a person whose license issue dunder the
  police powers of any governing authority has been previously suspended, or revoked, or who has
  previously had an alcoholic beverages license suspended or revoked.
- Payment of Taxes If the applicant and business are not delinquent in the payment of any local taxes.
- Congregation of Minors Any circumstances which may cause minors to congregate in the
  vicinity of the proposed location, even if the location meets the distance requirements under
  Section 6-2-64(b) herein.
- Prior Incidents Evidence that a substantial number of incidents requiring police intervention
  have occurred within a square city block of the proposed location during the twelve (12) months
  immediately preceding the date of application.
- Previous Denial or Revocation The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

#### **RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

<u>NOTE</u>: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



## **Commission Meeting**

July 17, 2024

Alcohol License

**Department:** Planning & Development

**Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions

Caption: Motion to approve A.N. 24-35 - New Location: Karl Hunsinger,

**Jr.** requesting **Retail Package Beer and Wine** located at 4102 Windsor Springs Road. District 6, Super District 10 (**Approved by Public Services** 

Committee July 9, 2024)

**Background:** New Location – Parker's #125

N/A

N/A

**Analysis:** Applicant meets the requirements of the City of Augusta's Alcohol

Ordinance.

**Financial Impact:** Applicant will pay a fee of \$665.00

**Alternatives:** N/A

**Recommendation:** Planning & Development Department approved the application subject to

additional information not contradicting the applicant's statements.

Sheriff's Office approved the application subject to additional information

not contradicting applicant's statements.

Funds are available in the following accounts:

REVIEWED AND

APPROVED BY:

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

## ALCOHOL BEVERAGE APPLICATION

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18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (X) No If yes, give reason charged or held, date and place where charged and its disposition.  21. List owner or owners of building and property. Property. Drayton-Parker Companies, LLC Budling: Gregory M. Parker (Inc.  22. List the name and other required information for each person, firm or corporation having any interest in the business. Gregory M. Parker  23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  A.) Church 215 yards  D. School 875 yards  D. Public Recreation 2780 yards  D. Solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.  Applicant Signature  25. I hereby certify that Karl E. Humaniguer, Jr.  Applicant Signature  26. I hereby certify that Karl E. Humaniguer, Jr.  I have a proposed to the penalties of false swearing, that the statements and answers made beverage application are true.  Applicant Signature  27. I hereby certify that Karl E. Humaniguer, Jr.  I hereby certify that Karl E. Humaniguer, Jr.  I have a proposed and a statements and answers made herein, and, under oath actually known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers and answers are true.  Notary Public  FOR OFFICE USE ONLY  Department  Approve Deny Comments  Administrator  Date  Administrator  Date	19.	employed, regulations	or have be of Richmo ation of dist	en employ and County filled spirit	ed, ever been ci	ave held, any financia ted for any violation venue Commission re i) No	of the rules and	i	
authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (X) No If yes, give reason charged or held, date and place where charged and its disposition.		:						-	
Property: Drayton-Parker Companies, LLC Building: Gregory M. Parker, inc.  22. List the name and other required information for each person, firm or corporation having any interest in the business.  Gregory M. Parker  23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  A.) Church 215 yards C.) School 875 yards  B.) Library 2780 yards D.) Public Recreation 2,780 yards  24. State of Georgia, Augusta-Richmond County, I, Karl E. Hunsinger, Jr.  Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.  25. I hereby certify that Karl E. Hunsinger, Jr. is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers rurue.  This O.3 day of MELISSAR WRIGHT NOTARY PUBLIC Chatham County State of Georgia My Comm. Expires June 13 2026  FOR OFFICE USE ONLY  Department Approve Deny Comments  Alcohol Inspector  The Board of Commissioners on the day of in the year Approved, Disapproved) the forgoing application.	20.	authorities, or ordinand pertaining the dismissed.	for any vice? (Do not alcohole) ( ) Yes	olation of a ot include or drugs.) (X) N	any Federal, State traffic violations All other charge	e, County or Municipa s, with the exception es must be included,	I law, regulation of any offenses even if they are	1	
Property: Drayton-Parker Companies, LLC Building: Gregory M. Parker, inc.  22. List the name and other required information for each person, firm or corporation having any interest in the business.  Gregory M. Parker  23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  A.) Church 215 yards C.) School 875 yards  B.) Library 2780 yards D.) Public Recreation 2,780 yards  24. State of Georgia, Augusta-Richmond County, I, Karl E. Hunsinger, Jr.  Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.  25. I hereby certify that Karl E. Hunsinger, Jr. is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers rurue.  This O.3 day of MELISSAR WRIGHT NOTARY PUBLIC Chatham County State of Georgia My Comm. Expires June 13 2026  FOR OFFICE USE ONLY  Department Approve Deny Comments  Alcohol Inspector  The Board of Commissioners on the day of in the year Approved, Disapproved) the forgoing application.		-						<u>.</u>	
List the name and other required information for each person, firm or corporation having any interest in the business.  Gregory M. Parker  23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  A.) Church 215 yards  B.) Library 2.780 yards  D.) Public Recreation 2.780 yards  D.) Public Recreation 2.780 yards  D.) State of Georgia, Augusta-Richmond County, I, Karl E. Hunsinger, Jr.  Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.  Applicant Signature  25. I hereby certify that Karl E. Hunsinger, Jr. is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has swom that said statements and answers are true.  This O. day of In the year I	21.								
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Department Approve Deny Comments  Recommendation Alcohol Inspector Sheriff					Helmo G	in the year 000	NOTA Chatt	ARY PUBLIC ham County of Georgia	*
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# PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-35

**Application Type:** Retail Package Beer, and Wine - New Location

**Business Name:** Parker's #125

Hearing Date: July 9, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and

**Development Department** 

**Applicant:** Karl Hunsinger, Jr.

**Property Owner:** Drayton-Parker Companies, LLC

Address of Property: 3293 Deans Bridge Road

**Tax Parcel #:** 141-0-363-00-0

Commission Districts: District 6, Super District 10

#### **ANALYSIS:**

Location Restrictions:

• **Zoning:** General Business, B-2

• **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

#### ADDITIONAL CONSIDERATIONS:

- **Reputation, Character –** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- Previous Violations of Liquor Laws If the applicant is a previous holder of a license to sell
  alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such
  business.
- Manner of Conducting Prior Liquor Business If the applicant is a previous holder of a
  license to sell alcoholic liquors, the manner with which they conducted the business thereunder
  especially as to the necessity for unusual police observation and inspection to prevent the
  violation of any law, regulation, or ordinance relating to such business.
- **Location** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- Number of Licenses in a Trading Area The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- Dancing If dancing is to be permitted upon the premise for which the license is sought and the
  applicant has previously permitted dancing upon the premises controlled of supervised by them,
  the manner with which they controlled or supervised such dancing to prevent any violation of any
  law, regulation, or ordinance.
- Previous Revocation of License If the applicant is a person whose license issue dunder the
  police powers of any governing authority has been previously suspended, or revoked, or who has
  previously had an alcoholic beverages license suspended or revoked.
- Payment of Taxes If the applicant and business are not delinquent in the payment of any local taxes
- Congregation of Minors Any circumstances which may cause minors to congregate in the
  vicinity of the proposed location, even if the location meets the distance requirements under
  Section 6-2-64(b) herein.
- Prior Incidents Evidence that a substantial number of incidents requiring police intervention
  have occurred within a square city block of the proposed location during the twelve (12) months
  immediately preceding the date of application.
- Previous Denial or Revocation The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

#### **RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

<u>NOTE</u>: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



## **Commission Meeting**

July 17, 2024

Massage Operator's License Application

**Department:** Planning and Development

**Presenter:** Brian Kepner, Deputy Director, Planning and Licensing Divisions

Caption: Motion to approve a request by Courtney Gray for Massage Operator's

**License** to be used in connection with **Serenity Day Spa** located at 3406 Middleton Drive. District 7, Super District 10.(**Approved by Public** 

Services Committee July 9, 2024)

**Background:** Existing Location - New Ownership

Analysis: The applicant meets the requirements of the City of Augusta's Massage

Therapy Ordinance.

**Financial Impact:** The applicant will pay an application fee of \$120.00, and a fee based on

Gross Revenue.

Alternatives: N/A

**Recommendation:** Planning & Development recommends approval of the application subject to

additional information not contradicting the applicant's statements.

Sheriff's Office recommends approval of the application subject to additional

information not contradicting the applicant's statements.

Funds are available in N/A

the following accounts:

**REVIEWED AND** N/A

APPROVED BY:

## PERSONNEL STATEMENT 1803 MARVIN GRIFFIN ROAD AUGUSTA, GA. 30906

1) Full Name of Applicant: Courney Gray
2) Home Address: 6133 Whirlaway Rd Graniteville SC 29829
3) Telephone #: <u>225-287-8347</u> SS#: Date of Birth_
High School Diploma: Yes No or GED: Yes No
4) Trade name of Business of which personnel statement is a part of: Sevenity Day Spa LLC
5) Business Address: 3406 Middleton Dr Augusta 6A 30907
6) Business Telephone: 225 - 287 - 8347
7) Position of Applicant in Business:
8) Other names used by applicant: maiden name, names used in former marriages, alias, stage name and/or nicknames Courney Danielle Arbour
9) Place of Birth: Hammond, LA U.S. Citizen (Vyes () no
Naturalized: Date, Place and Court:
Certification No:
10) Martial Status: ( Married ( ) Divorced ( ) Separated ( ) Widowed ( ) Single
11) If married, divorced, or widowed, complete the information requested below.
Full name of spouse: David Gray SS# 439-81-1793
12) Applicants: Height: 5'5' Weight: 180 Age: 37
Color Hair: Bonde Color Eyes: Green
13) Employment Records: (Give most recent experience first. If self-employed, give details)
From To Occupation and Description of Salaries Employees State Reason for Leaving  Month   Year   Month   Year   Duties Performed   Received
08 2020 current central operations 82,500
07 208 08 2020 in processing coordinater 24hr BAHER Opportunity
01 2018 07 2018 Financial Add Advisor 17/hr Better opportunity
08 2017 12 2017 History Teacher 30K+ Changed field

08

Item 11.

1147 Fountain Glen Ct Lawrenceville GA 11/2015 12220 Pelicano Dr Apt 1604 ElPaso TX 07/2014

14) List in reverse chronological order all of your residence for the past ten years.

From		Street	City	State
Month	Year			
08	2023	6133 Whirlaway Rd	1- ranite ville	SC
MI	2073	26139 Murtlewood Ct	Denham Springs	LA
131	2077	1212 Beckley Hills Dr	Evans'	6.4
N.	7019	4399 Forcest Dr	Martinez	6A-
1	2017	2099 Willhaven Dr	Augusta	ea /
No	20110	LOXD Crone Creek Dr	Augusta	GA See

	08	2025	0135 0041 10	way 1	1 7	enham Springs	1 A	
	0	2073	76139 MUTT	ewood C	7	EVANCE IN	5A	- 1
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	de	2019	4399 Torres	TV		ALOUGTO	64	$\neg$
	0	2011	2099 Willh	aven ur		AMOUSIA	GA	See
	de	2016	10XD LADATE	CALLE !	X	undazi 2	CIA	100
	15) References	Give three ne	rsonal references, no	t relatives, for	ormer emplo	yers, fellow emplo	yees, or	add
	13) References.	alvo tinee per	sible, reputable, adu	lte hueinece c	or professio	nal men or women	who have	
	school teachers,	wno are respon	isible, reputable, add	its, business c	or broressie		fyore	
	known you well	during the past	five years. (Name,	residence, bus	isiness, addi	ress, and number of	i years	
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	the Buton Roy	DC 14 24	3 Whirlaway	00 500		01 208 79	5 urs C	3)Jak
	Institute	161	2 MILLIAME	Char	- milalla	00 7082 0	-4	- N. K.
f	tiken (Dunn),	FIGUR, LO	123 Whirlawa	y KON C	DUM INCHE	SC 64071	>4rs	
	16) Military ser	vice: (Serial nu	mbers, branch of se	rvice, period o	of service, t	ype of discharge)	NIA	
	10) 1/11/14/19 00:	11001 (201111111						
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	questions correct	ly. This statem	nent, check all answer ent is to be executed ched sheets submitte	under oath ar d herein.	and subject t	o the penalties of f	alse	
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	State of Georgia	A	KEN	County				
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- Notary Public

Disapproval

Sheriff Department Approval

# PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: Discussion

**Application Type:** Massage Operators License - Existing Location, New Ownership

Business Name: Serenity Day Spa

Hearing Date: July 9, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning &

**Development Department** 

**Applicant:** Courtney Gray

**Property Owner:** Laurie L. Pratt

Address of Property: 3406 Middleton Drive

**Tax Parcel #:** 010-0-270-00-0

Commission Districts: District 7, Super District 10

**Background:** Existing Location – New Ownership

#### **ANALYSIS:**

**Location Restrictions:** 

• **Zoning**: Professional/Office – P-1

#### LICENSE REQUIREMENTS:

• Any person desiring to own, operate, conduct, or carry on in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this chapter is not authorized or licensed to actually perform the massage therapy on the customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person, employed or otherwise engaged by a massage therapy business to perform massage therapy on menders of the public shall, prior to engaging in such activity, have in person's possession, a then current massage therapy license issued bt the Augusta-Richmond County Commission. A licensee holding a massage therapy license is not licensed to own, operate, conduct, or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta-Richmond County, but which sends a massage therapist into Augusta-Richmond County to provide massage therapy on an outcall basis, must possess an operator's License. Any person providing massage on an outcall basis must possess a massage therapy license.

#### Qualifications for Operator's License, Section 6-4-3

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to criminal background check. No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law within ten (10) years prior to filing date of the application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two (2) years to filing the application for an operator's license,
- If a person in whose name an operator's license is issued is not a resident of Augusta, such
  person must appoint and continuously maintain in Augusta a registered agent upon whom any
  process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears to the Augusta-Richmond County
  Commission that the applicant does not have adequate financial strength or adequate financial
  participation on the proposed business to direct ad manage is affairs, or where it appears that the
  applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for
  an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted.

**FINACIAL IMPACT:** The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License, and a fee based on estimated gross revenue reported.

#### **RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

**NOTE:** The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



## **Commission Meeting**

July 17, 2024

## Augusta Regional Airport

**Department:** Augusta Regional Airport – Textron Specialized Vehicles Hangar Lease

Agreement 2024- 2027

**Presenter:** Herbert Judon

Caption: Motion to approve the lease agreement with Textron Specialized Vehicles for

hangar storage of their Cessna Citation CJ4 (N880RR). Approved by the Augusta Aviation Commission on May 23, 2024. (Approved by Public

Services Committee June 9, 2024)

**Background:** Headquartered in Augusta, Georgia, Textron Specialized Vehicles has become

a world leader in transportation and a leading global manufacturer of golf cars, utility vehicles and personal transportation vehicles. Textron Specialized Vehicles own and operates a Cessna Citation CJ4 (N880RR). Textron (TSV)

is requesting hangar storage for their aircraft in Hangar Two.

**Analysis:** The term of the lease agreement is for 36 months, June 1, 2024 through May

31, 2027.

**Financial Impact:** The monthly fees are:

\$1183.00 Aircraft Storage in Hangar 2

\$254.00 Office Rent, (Hangar Two Suite C) \$244.00 Utilities, (Hangar Two Suite C)

\$1681.00 Total per month

As an airport tenant, the operator will receive a \$1.00 discount on fuel.

**Alternatives:** To deny.

**Recommendation:** Recommend Approval. Approved by the Augusta Aviation Commission on

May 23, 2024.

N/A

Funds are available in

the following accounts: N/A

REVIEWED AND

APPROVED BY:

#### **STATE OF GEORGIA**)

#### **COUNTY OF RICHMOND**)

#### LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into to be effective June 1, 2024, by and between, Augusta Georgia, a subdivision of the State of Georgia, for the Augusta Regional Airport and acting through the Augusta Aviation Commission whose address is Augusta Regional Airport at Bush Field, (the Airport) 1501 Aviation Way, Augusta, Georgia 30906-9620, hereinafter called "Lessor", and Textron Specialized Vehicles whose address is 1451 Marvin Griffin Rd. Augusta, Georgia 30906 hereinafter called "Lessee".

**WHEREAS**, Lessee is desirous of leasing a portion of the Airport's Premises for general aviation purposes; and

**WHEREAS**, Lessor desires to lease the Premises (as hereinafter defined) to Lessee at the terms and for the purposes set forth herein.

**NOW THEREFORE**, the parties hereto, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DO HEREBY AGREE, each for itself and its successors and assigns, as follows:

- 1. <u>Leased Premises</u>. Lessor does hereby lease and Lessee, for its exclusive use, does hereby lease from Lessor:
  - a. Aircraft storage space in Augusta Regional Airport Hangar Two for parking of a Cessna Citation CJ4 (N880RR) type aircraft. (Designated Aircraft).
  - b. Office Space Hangar Two Suite C.
- 2. <u>Term.</u> The term of this Lease shall be for a period of three years (3) years commencing on the date above.
  - a. Either party may terminate this Lease upon giving ninety (90) days written notice of the intent to cancel.
  - b. Lessee and Lessor shall agree not later than ninety (90) days prior to expiration of the Lease to terminate or to renew Lease.
- 3. <u>Rental</u>. As rental for the Leased Premises, Lessee agrees to pay Lessor monthly the sum of:

\$1183.00 Aircraft storage Hangar Two \$254.00 Office rent, (Hangar Two Suite C) and \$244.00 Utilities, (Hangar Two Suite C)

\$1681.00 Total per month

- Rental fees are payable in advance no later than the first day of the month for which rental is due. Rental shall be paid to Lessor at the herein above address.
- 4. <u>Security Deposit</u>. Lessee agrees to pay Lessor security deposit of cash, money order, or check payable with the first month's rent as security deposit for Lessee's fulfillment of the conditions of this Lease. Security deposit is equivalent to the sum of the hangar storage fee and office rental fee exclusive of utilities. Said security deposit may be deposited by Lessor into an interest-bearing account, with all interest being paid to Lessor. The security deposit will be refunded to Lessee within thirty (30) days after the initial lease is terminated, provided the following conditions are met:
  - a. Original Lease term has expired and Lease has been terminated; and,
  - b. All monies due Lessor have been paid by Lessee in full; and,
  - c. Lessee is not in default under any of the conditions set forth in this Lease.
- 5. <u>Interest; Attorney's Fees.</u> Any rental payment or other payment required to be paid by Lessee hereunder, if not paid within five (5) days of the due date, shall bear interest from the date the same became due until the date payment is received by Lessor at the rate of 1.5% per month (18% per annum). If Lessee fails to pay any rental payment or any other payment required to be paid by Lessee hereunder and the same is collected through the services of an attorney at law, Lessee shall pay to Lessor attorney's fees and all reasonable expenses of the litigation.
- 6. <u>Utilities</u>. When applicable, the costs of utilities (electricity and water) are included as a separate item. Lessee shall pay for all utilities used and required in connection with the leased aircraft storage and/or office space. Lessor shall have the right to prorate utility charges to Lessee on a fair and equitable basis. Said proration is to be based upon the herein leased office or storage space as expressed in the number of square feet as it applies to the total area of the hangar, less that area designated for storage of aircraft, common areas, and unimproved areas.
- 7. Fee Adjustment. It is understood and agreed that the foregoing office rental fee, utility fee, and aircraft storage fee are subject to adjustment. The cost of rental for Hangar Two for parking of a Cessna Citation CJ4 (N880RR) and Suite C of the Office Space for Hangar Two, along with Utilities for Suite C of Hangar Two shall be annually adjusted based on the current Consumer Price Index (CPI) increase from the prior year, as established by the Internal Revenue Service. The increase shall be equal to the CPI increase from the prior year, but at a minimum shall be 3%, whichever is higher.

### 8. <u>Use of Premises</u>.

Lessee shall use the Leased Premises herein leased only for the purpose of storing, dispatching, making minor repairs (as defined herein) and receiving the Designated Aircraft while they are owned and under the direct control of the Lessee and used for providing service to the Lessee, its affiliates and guests as established by the applicable Minimum Standards for Aeronautical Activities at Augusta Regional Airport. Lessee's occupancy and use of the Leased

- Premises herein leased shall at all times be conducted in such a manner as not to create a hazard or limit the use of the Airport by others.
- b. No major or minor maintenance work may be performed on Lessee's aircraft on or about the herein Leased Premises.
- c. Preventive maintenance, routine aircraft servicing and minor repairs to make aircraft airworthy and/or to ferry to a maintenance facility may be performed within the Leased Premises (see insurance requirements below). Use of the Leased Premises for the performance of any maintenance is conditioned on Lessee keeping the Premises clean and free of grease, oil, rags, paper, and other debris.
- d. In connection with the exercise of its rights under this Lease, Lessee shall not:
  - 1) Do or permit its agents, employees, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
  - 2) Bring, keep or store, at any time, flammable or combustible liquids on the premises, except in storage containers especially constructed for such purposes in accordance with federal, state, and county laws, including the Uniform Fire Code and the Uniform Building Code. For the purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.
- e. At all times throughout the term of this Lease, as may be extended, Lessee's use of the Leased Premises shall be in compliance with all applicable rules, regulations and laws of the United States of America, including, by way of example only, the rules of the Federal Aviation Administration, the State of Georgia, all local authorities having proper jurisdiction over the Leased Premises and Lessor.
- f. It is understood and agreed that should Lessor, or the Federal Aviation Administration ("FAA") determine that a portion of the Premises is not being used by Lessee to fulfill a legitimate aviation need, and Lessee is unwilling or unable within twelve (12) months from date of written notification to use the Premises or portion of the Premises for an aviation need, then Lessee shall relinquish immediately the Premises or the unused portion of the Premises to Lessor with no remuneration.
- g. Failure by Lessee to comply with any of the terms and conditions of this Lease shall constitute an Event of Default (as hereinafter defined).

## 9. Office Space.

a. When leasing office space, Lessee accepts the herein above-described office space in its present condition "as is" and agrees to maintain the Leased Premises in a comparable condition as existed at the time of the execution of this Lease.

- b. Lessee shall not, without prior written consent of Lessor, make any additions, alterations, changes, or improvements, structural or otherwise, in or upon any part of the Leased Premises except interior wall décor.
- c. Lessee shall not attach or cause to be attached any signs, pictures, posters, or other notices to any exterior walls or entrances to Lessee's office space without prior written approval of the Lessor.
- d. Lessee acknowledges that it has been afforded the opportunity to inspect the Leased Premises prior to the execution of this Lease for the purpose of insuring that the Leased Premises is suitable for Lessee's intended purposes and is free from any material defects that would render the Leased Premises unacceptable to Lessee. Lessee's execution of this Lease is based solely upon Lessee's independent evaluation of the Leased Premises and is not in any way reliant upon any representation or statement made by Lessor.
- 10. <u>Inspection by Lessor</u>. Lessor, its authorized officers, employees, agents or representatives shall have the right to enter upon the Leased Premises to make inspections during regular business hours when a representative of the Lessee is present, or at any time in case of emergency and/or to determine whether Lessee has complied with and is complying with the terms and conditions of this Lease; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of the Lessee.
- 11. <u>Title to Equipment and Improvements</u>. It is mutually understood and agreed that title to the Leased Premises, and all the buildings and structures and all other improvements of a permanent character that may be built upon the Leased Premises by the Lessee during the term of this Lease pursuant to the approval and consent of Lessor shall remain the property of the Lessor and that fee simple title to the same shall be vested in Lessor. Equipment, furnishings and trade equipment shall remain the property of the Lessee and shall be removed no later than the expiration of the term or any renewal. Lessee shall repair and restore or reimburse Lessor to repair and restore any damage to the Leased Premises occasioned by such removal. If at the expiration of said Lease, such equipment, furnishings and trade equipment have not been removed from the Leased Premises, same shall become the property of Lessor.

#### 12. Aviation Fuels.

- a. Except as defined in Airport Rules and Regulations, it is understood and agreed by the parties hereto that Lessor has reserved unto itself exclusive control of the storage, sale and dispensing of all oil and aviation gasoline, kerosene, jet fuel or any other fuels now available, or that may become available during the term on this Lease, on or about the Airport including, but not limited to, the premises herein leased.
- b. In addition, except as defined in Airport Rules and Regulations no oil, aviation gasoline, automobile gasoline, kerosene or jet fuel, shall be stored or brought upon the Leased Premises for use or resale by Lessee or its customers, guests

or patrons, other than fuels and oils purchased from Lessor for Lessee's sole use.

#### 13. Automobiles and Other Motor Vehicles.

- a. Lessee or its invitees or licensees may park motor vehicles free of charge on a first come basis to the extent of what is available on the site west of Hangar 1 along Hangar Road.
- b. Motor vehicles may not be parked within the Hangar 1 aircraft storage bay.
- c. Lessee's vehicle operators that are properly badged may operate motor vehicles that are properly equipped, identified, and insured inside the fenced area after completing required Hangar Tenant Badge and Security Identification Display Area (SIDA) training ramp driver training.

## 14. Maintenance of Leased Premises.

- a. Lessee acknowledges and agrees that throughout the Initial Lease Term and any extension, it shall be Lessee's responsibility to keep and maintain the Leased Premises and every part or portion thereof neat and clean, in good order, and in compliance with all applicable rules, regulations and laws of the United States of America, the State of Georgia, the Lessor and all local authorities having proper jurisdiction over the Premises and Lessor.
- b. Lessee shall be liable for any and all damage to the Leased Premises caused by Lessee, its employees, agents, licensees, guests, or invitees. Any damage to the Leased Premises caused by or resulting from any act or omission of Lessee, its employees, agents, licensees, guests, or invitees, including, by way of example, any failure to comply with the provisions of this Lease, or any commission of negligence on the part of Lessee or any of its employees, agents, licensees, guests, or invitees, shall be remedied by Lessee at its sole cost and expense.
- 15. <u>Janitorial Services</u>. Lessee agrees to keep the facility in clean orderly condition and will be responsible for janitorial services.

#### 16. Security.

- a. Lessee is responsible for safely securing all Aircraft stored in or about the Leased Premises, in compliance with all applicable rules, regulations and laws of the United States of America, including the rules of the FAA, the State of Georgia, the Lessor, and all local authorities having proper jurisdiction over the Airport.
- b. Lessee acknowledges that the premises does not have manned security, and does hereby indemnify and hold harmless Lessor for any damage or theft of Lessee's Designated Aircraft or other property located in the Leased Premise unless such damage is directly due to the gross negligence of Lessor.
- c. Storage by Lessee of Lessee's personal property or the personal property of any of Lessee's employees, agents, licensees, guests, or invitees, in or about the Leased Premises shall be done at Lessee's sole risk and Lessor shall not be

- responsible in any way for any damage to, or any loss of any such personal property stored in or about the Leased Premises.
- 17. Operational Requirements and Procedures. The following Rules and Regulations and Standard Operating Procedures govern the operation of all Lessee operations at the Airport including, without limitation, restricted areas and roadways:
  - a. All Persons shall comply with the provision of the Rules Governing Use of the Augusta Regional Airport, and the Rules and Regulation pertaining to Vehicle/Pedestrian Operations on the Airfield, and the Airport Security program, which are incorporated by reference into the Lease as if fully set forth herein.
  - b. Vehicle and Aircraft Operators shall comply with all applicable Federal, State, and County laws and Ordinances; orders, signals, and directives given by the Executive Director, Law Enforcement Officials, Airport Representatives, and traffic control devices.
  - c. No person shall solicit business at the Airport or conduct any other type business at the Airport.
  - d. No pictures, advertisements, or solicitation flyers shall be posted on the Airport premises.
  - e. Lessee shall keep all doors and gates providing access to any part of the restricted area closed and locked at all times. Lessee is responsible for the security of its Leased Premises and access through its Leased Premises doors and gates.
- 18. <u>Pedestrian/Ground Vehicle Operations Requirements.</u> Lessee's employees operating inside the restricted area shall:
  - a. Comply with provisions of the Airport's Ground Vehicle/Pedestrian Operations Operating Rules and Regulations
  - b. Maintain the necessary licenses for the operation of their vehicles at all times.
  - c. Lessee's employees that have access to the Airport Operations Area (AOA) or SIDA shall obtain an Airport-issued badge and complete the appropriate Security and Ground Vehicle/Pedestrian Operations training classes (initial and recurrent) provided by the Airport prior to operating unescorted in the SIDA, i.e., restricted areas of the Airport.
- 19. <u>Vehicle Requirements.</u> Lessee's vehicles operating within the restricted area shall be operated and equipped as described herein:
  - a. Have proper registration in the state of Georgia.
  - b. Have an Airport-approved company sign/placard conspicuously located on each side, either magnetically or permanently adhered.
  - c. Be equipped with operating amber rotating beacon, or equivalent, mounted on top of vehicle either magnetically or permanently.

- d. Be in sound mechanical condition with unobstructed forward and side vision from the driver's seat.
- e. Have operable headlamps and brake lights.
- f. Lessee's employees operating vehicle within Airport's restricted area shall comply with all vehicle/driver requirements as described herein and with provisions of the Airport's Ground Vehicle/Pedestrian Operations and Operating Rules and Regulations.
- g. Personally Owned Vehicles (POVs) are strictly prohibited in the restricted area without prior Airport authorization.

#### 20. Restricted Area Definitions.

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

#### 21. Airport Badge.

- a. Since Lessee's employees are permitted unescorted access in the restricted area, they are required to obtain an Airport Badge prior to operating unescorted in the SIDA.
- b. Lessee shall ensure that all persons performing operations in the SIDA and associated with Lessee's activities shall be properly badged or escorted.
- c. Lessee's badged employees are required to escort their own passengers and other unbadged personnel at all times while inside the SIDA. Lessee's badged employees shall remain with unbadged personnel until personnel are escorted by aircraft pilot or another badged escort.
- d. Airport Badge authorizes the bearer unescorted access to and transit between the footprint of their hangar and their aircraft only. The Badge does not authorize the individual to access any other portion of the SIDA on foot or by vehicle.
- e. To qualify for a Badge, each individual must satisfy and complete Transportation Security Administration (TSA) background investigations and badge training consistent with TSA, Department of Transportation (DOT) and FAA regulations, including but not limited to, those rules promulgated by 49 U.S.C. Part 1540, Civil Aviation Security and 49 U.S.C. Part 1552, Airport Security. This may include collection of appropriate criminal history

information, contractual and business associations and practices, employment histories, and reputation in the business community. Lessee consents to such inquiries and agrees to make available to the Airport such information in its possession as lawfully required by the Airport, FAA, TSA or any other federal agency for the purpose of operating under this Lease. Such information shall be maintained by the Airport in the manner prescribed by applicable federal regulations.

- f. Lessee shall pay cost(s) associated with the badging process, i.e. background checks, training, etc.
- g. Lessee's failure to comply with all Badge procedures shall be considered a violation of this Lease requiring prompt correction to the satisfaction of the Lessor. Lessee's failure to promptly correct any violations shall be considered an Event of Default, as further defined and as may be governed below.
- h. Employees shall satisfactorily complete the applicable Pedestrian/Ground Vehicle Operations training class given by Airport Operations before receiving an appropriate Badge.

## i. Training.

- 1) Since Lessee's employees are permitted to access and operate unescorted in the restricted area, they are required to obtain an Airport Badge and successfully complete both the Airport's Security Training class and the Ground Vehicle/Pedestrian Operations Training class prior to operating unescorted in the SIDA and maintain the appropriate annual recurrent training thereafter.
- 2) Employees must pass the written test given in the Ground Vehicle/Pedestrian Operations Training class with a grade of at least eighty (80%) percent. An applicant who does not pass the written test may retake the test.
- 3) Lessee shall ensure that all persons accessing the SIDA and associated with Lessee's activities have completed required training.
- 4) Lessee's badged and trained employees are required to operate or to escort their own vehicles and pedestrians at all times while in the vicinity of their leased area of the SIDA. Access to any other areas of the SIDA is strictly prohibited and will result in the revocation of the employee's badge and as such will be denied access to any portion of the AOA.
- 5) Lessee vehicle(s) operating in the SIDA shall be properly configured for ramp operations in accordance with Airport Rules and Regulations prior to operating a vehicle with in the SIDA.
- 6) Lessee shall pay all costs associated with providing training.
- j. Consequences of Non-Compliance.
  - 1) Lessee's failure to comply with all access and vehicle operating procedures shall be considered a violation of this Lease requiring prompt

- correction to the satisfaction of the Airport. Lessee's failure to promptly correct any violations shall be considered an Event of Default.
- 2) Failure to comply with the rules and regulations of the Airport's Security Program and Ground Vehicle/Pedestrian Operations will result in the temporary or permanent revocation of the Airport issued badge and thereby all access to the restricted areas on the Airport.
- 22. <u>Taxes</u>. Lessee shall pay all personal property taxes legally assessed against its equipment, furniture or other personal property located on the Leased Premises.
- 23. <u>Assignment and Subleasing</u>. Lessee shall not assign this Lease or any interest hereunder or permit the use of the Leased Premises by any other person or persons other than Lessee. Upon any attempt to assign or sublease to the Leased Premises, Lessor may immediately terminate this Lease.

## 24. Appurtenant Privileges.

- a. To the extent such right is within the control of Lessor, Lessee shall have the right, in common with others so authorized by Lessor, to make use of the parking areas, appurtenances and improvements of the Leased Premises and the Airport; the right of ingress to and egress from the Leased Premises; and the right to make use of the common areas of the Airport, including, by example, runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft, such rights to extend also to Lessee's employees, agents, licensees, guests, or invitees. Any exercise by Lessee of any the rights granted pursuant to this paragraph shall be subject to all applicable rules and regulations of Lessor. Lessor reserves the right in its sole discretion to modify, alter, reduce or redesign all or any part of such common areas.
- b. Lessee recognizes that it is necessary for the Airport and/or the FAA to occasionally close the runway(s) with or without advance notice. Lessor shall not be liable to Lessee in any manner whatsoever for any damages alleged or actual to person or property related in any way to runway closures.

#### 25. Rules and Regulations.

- a. Lessee shall use the Leased Premises and the facilities of the Airport in accordance with published Airport Rules and Regulations. Said Rules and Regulations may be examined by Lessee at the office of Augusta Regional Airport Aviation Services.
- b. Lessee specifically agrees that its operations shall be conducted in compliance with all federal, state, and local environmental laws, rules, and regulations.
- c. Lessee's use of the Leased Premises shall comply with all applicable rules, regulations and laws, including 14 CFR Part 298, of the United States of America, including the rules of the FAA, the State of Georgia, all local authorities having proper jurisdiction over the Premises, and Lessor.
- d. In connection with the exercise of its rights under this Lease, Lessee shall not:

- 1) Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- 2) Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will jeopardize the Airport's Operating Certificate.
- 3) Do or permit its agents, employees, directors, or officers to do any act or thing in conflict with the Airport's Security Plan.
- 4) Use the Leased Premises for any illegal purposes, nor in violation of FAA, TSA and/or the Airport's rules or regulations, as amended from time to time, or any regulation of any other governmental entity.
- 5) Use the Leased Premises in any manner that will create any nuisance or trespass with respect to other tenants; constitute any unreasonable annoyances, obstruction or interference with operations; or in any manner interfere with, obstruct, block or violate in any manner, the navigable airspace above the Airport in compliance with 14 C.F.R. § 77.5 and/or other regulations as implemented by the Airport, the FAA or as may be implemented by the TSA.
- 6) Cause or permit any hazardous materials to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Lessee, its agents, employees, contractors, or other person unless it has complied with the following: with respect to hazardous materials other than oil, petroleum products, cleaning products, and/or flammable substances reasonably necessary in connection with Lessee's aeronautical activities, the prior written consent of the Airport Executive Director shall be required, which shall not be withheld unreasonably. The Aviation Commission may impose, however, as a condition of such consent, such requirements as the Aviation Commission in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time at which, and the contractor by whom such work shall be done, and Lessee must comply with all environmental laws and regulations (including compliance with all Environmental Protection Agency requirements concerning clean-up) and with prudent business practices, with respect to such hazardous materials, and the presence of hazardous materials must be reasonably necessary for the operation of Lessee's business.

#### 26. Insurance.

- a. General Information. Lessee agrees to carry and maintain in force at all times during the Lease Term, at Lessee's sole expense, the insurance described in herein below for itself.
- b. Lessor reserves the right to amend the insurance requirements imposed by this Lease at any time, provided that any such amendment is not unreasonable.

- 1) Lessee understands and agrees that the minimum limits of the insurance required herein may become inadequate during the Lease Term and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or Augusta-Richmond County, as determined in the sole but reasonable discretion of the Airport's Executive Director, Lessee will increase such minimum limits by reasonable amounts on written request of the Airport's Executive Director, with the concurrence of the Augusta-Richmond County Risk Manager. No such amendment shall reduce the coverage amounts lower than as stated in this Lease.
- 2) Within thirty (30) days of the publication by Lessor of any such modifications to the foregoing insurance requirements, Lessee shall deliver to Lessor insurance certificates certifying compliance with such modified coverage(s).
- 3) No written amendment of this Lease shall be required to effectuate said increases in minimum limits.
- c. Lessee's insurance company must agree to the hold harmless indemnification provision of this Lease.
- d. All insurance required hereunder shall be by companies holding a "General Policyholders Rating" of A+ or better as set forth in the most current issue of "Best's Insurance Guide" and shall be issued a company licensed, qualified and authorized to transact business in the State of Georgia.
- e. Any self-insured retention or deductible on any insurance coverage required shall be declared by the Lessee and approved by the Lessor.
- f. Lessee is required and responsible to ensure that any leases or subcontractors, including any third-party ambulance carrier, maintain same coverage as outlined above, or be covered by the Lessee's coverage, subject to prior approval of the Lessor.
- g. Lessee acknowledges that Lessor is not responsible for any of Lessee's insurance premiums.
- h. The insurance policies for coverage listed in this section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Lessor no less than thirty (30) days prior to cancellation or change.
- i. Proof of Insurance. Lessee shall provide Lessor with an annual Certificate of Insurance on all required insurance within ten (10) days upon the effective date of this Lease and annually upon the effective date thereafter. Lessor reserves the right to require complete, certified copies of all required insurance policies at any time.
- j. Lessee shall obtain and maintain continuously in effect, at all times during the term of this Lease, at Lessee's sole expense, the following insurance:

- 1) Comprehensive Aircraft Liability Insurance. Comprehensive Aircraft Liability insurance (including liability for bodily injury and property damage, passenger liability, airport premises liability, personal injury liability and contractual liability), combined single limit of liability of not less than \$1,000,000. Coverage shall include bodily injury or death to person's in or about the facility and/or property damage to the facility and/or other aircraft stored in or about the Leased Premises resulting from Lessee's preventive maintenance, routine aircraft servicing, or minor repair activities. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the Lessee waives its right of subrogation against Augusta-Richmond County, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Aviation Commission and Augusta-Richmond County, and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage
- 2) General Liability Insurance. General liability insurance with a combined single limit of not less than \$1,000,000 covering Lessee's operations off-airport premises. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the Lessee waives its right of subrogation against the Augusta Aviation Commission, Augusta-Richmond County, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission, Augusta-Richmond County and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.
- 3) Workers' Compensation Insurance. If Lessee has employees, it shall provide Workers' Compensation insurance with statutory limits and employers liability with a limit of \$500,000 for employees and subcontractors entering the hangar with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident/disease. Such policy (ies) shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Augusta Aviation Commission, Augusta-Richmond County, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.
- 4) <u>Automobile Liability Insurance</u>. Lessee shall provide Automobile Liability insurance with a combined single limit of not less than \$5,000,000 covering Lessee's automobiles while on and off airport premises. Policy must be written on a Symbol 1 basis. However, if it is determined that Lessee's automobiles are used on the ramp or SIDA; Lessee shall provide Automobile Liability with a combined single limit

of not less than \$5,000,000. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the carrier waives its right of subrogation against the Augusta Aviation Commission and Augusta-Richmond County, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission and Augusta-Richmond County, and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

#### 27. Indemnity.

- a. Lessee shall indemnify and hold harmless the Lessor and the Augusta Aviation Commission, and their members, officers, elected officials, agents, servants, employees and successors in office from any and all claims including reasonable attorney's fees and expenses of litigation incurred by Airport in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about the Airport's property which are in any way related to or arising out of any failure of Lessee to perform its obligations hereunder during the period from the date of this Lease to the end of the Lease Term.
- b. Lessee further agrees that the foregoing contract to indemnify and hold harmless applies to any claims for damage or injury to any individuals employed or retained by Lessee in connection with any changes, additions, alterations, modifications and/or improvements made to the Premises, and hereby releases Lessor from liability in connection with any such claims.
- c. Lessee shall keep, defend and hold harmless Lessor, and the Augusta Aviation Commission and their respective agents, employees, directors, officers, guests, licensees and invitees, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operations and occupancy of the Premises, or anything done or omitted by Lessee under this Lease except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to any act of negligence on the part of Lessor or their agents, employees, directors, officers, guests, licensees and invitees.

# 28. <u>Hazardous Substances and Spill Prevention, Control and Countermeasure Plan (SPCC).</u>

The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be in, on or about the Premises and is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability

of Lessor to any governmental agency or third party under any applicable rule, regulation or law of the United States of America, the State of Georgia, Lessor, or any local governmental authority having proper jurisdiction over the Premises.

- 1) Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, diesel fuel, crude oil or any products or by-products thereof.
- 2) Lessee shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Lessor and compliance in a timely manner, at Lessee's sole cost and expense, with all Applicable Requirements (as hereinafter defined).
- "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any agency or authority of the government of the United States of America including, by example, the United States Environmental Protection Agency, or the State of Georgia, and (iii) the presence in, on or about the Leased Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Leased Premises or neighboring premises or which if spilled or released would be in quantities sufficient, in Lessor's determination, to subject Lessor to liability therefore or cause any damage to or diminution in value of, all or any part of the Leased Premises.
- 4) Notwithstanding the foregoing, and subject to any applicable provisions of this Lease regarding maintenance of the Aircraft, Lessee may, without Lessor's prior consent, in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Lessee in the normal course of storing the Aircraft, in the performance by Lessee of any maintenance allowable hereunder, and in the normal course of making any Aircraft ready for an impending flight, so long as such use is not a Reportable Use and does not expose the Premises, any neighboring premises, or the Leased Premises to any meaningful risk of contamination or damage or expose Lessor to any liability therefore as determined in Lessor's sole and absolute discretion.
- 5) In addition, upon receipt from Lessee of all assurances that Lessor, in its reasonable discretion, deems necessary to protect itself, the public, the Leased Premises, and the environment against damage, contamination or injury and/or liability therefore, including but not limited to the installation and, at Lessor's option, removal on or before the expiration of this Lease, of reasonably necessary protective modifications to the Leased Premises, including, by example, concrete encasements, and/or upon

Lessee's depositing as a security such amount as Lessor, in its sole discretion, deems adequate, Lessor may, but shall be under no obligation to, grant its consent to a Reportable Use of any Hazardous Substance by Lessee.

- b. Lessee shall provide Lessor a United States Environmental Protection Agency (EPA) approved Spill Prevention, Control and Countermeasure Plan (SPCC) addressing all Hazardous Substances as defined above.
- Lessee shall indemnify, protect, defend and hold Lessor, as well as the elected c. officials, directors, officers, employees, agents, shareholders licensees, guests and invitees thereof, and the holders of any mortgages, deeds of trust or ground leases on the Leased Premises ("Lenders") harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, fines, loss of permits and reasonable attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought into the Leased Premises by or for Lessee or by any director, officer, employee, agent, shareholder, licensee, guest, invitee, customer, client, contractor or vendor of Lessee ("Lessee's Group"). Lessee's obligations under this section shall include (and by reference to Lessee shall include the acts of any member of the Lessee Group), by example, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, including consultants' and attorneys' fees, testing, studying, sampling and testing procedures, removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, in accordance with all applicable rules, regulations and laws of the United States of America, the State of Georgia, Lessor, or any local governmental authority having proper jurisdiction over the Leased Premises and to the satisfaction of Lessor. indemnification obligations shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement. All of the above representations and indemnities of this paragraph for damages, liabilities, judgments, costs, claims, liens, expenses, penalties, fines, loss of permits and reasonable attorneys' and consultants' fees arising out of or involving any Hazardous Substance shall equally apply from the Lessor to the Lessee, its directors, officers, employees, agents, shareholders, licensees, guests and invitees thereof and the holders of any mortgages, deeds of trust or ground leases on the Leased Premises ("Lenders") for any Hazardous Substance found to exist in, on or under the property being leased which are found to exist in, on or under the leased property as of the execution date of this lease.
- d. Lessee shall, at Lessee's sole cost and expense, fully, diligently and in a timely manner, comply with all "Applicable Requirements", which term is used in this Lease to mean all laws, statutes, codes, rules, regulations, ordinances, directives, covenants, easements and restrictions of rule, regulations or permits of the United States of America, the State of Georgia, Lessor, or any local

governmental authority having proper jurisdiction over the Leased Premises as well as the requirements of any applicable fire insurance underwriter or rating bureau, and the written recommendations of Lessor's engineers and/or consultants provided to Lessee, relating in any manner to the Leased Premises including, but not limited to, matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Leased Premises including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance, now in effect or which may hereafter come into effect. Lessee shall, within five (5) days after receipt of Lessor's written request, provide Lessor with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, warning, complaint or report pertaining to or involving failure by Lessee to comply with any Applicable Requirements.

- Lessor's directors, officers, employees, agents, shareholders, licensees, guests, e. invitees, contractors and designated representatives, and the Lenders shall have the right to enter the Leased Premises at any time for the purpose of inspecting the condition of the Leased Premises and for verifying compliance by Lessee with this Lease and all Applicable Requirements, and Lessor shall be entitled to employ experts and/or consultants in connection therewith to advise Lessor with respect to Lessee's activities, including but not limited to Lessee's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Leased Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless an Event of Default (as hereinafter defined) or a violation of Applicable Requirements or a contamination, caused or materially contributed to by Lessee, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination caused by Lessee (an "Event of Non-Compliance"). In the case of the occurrence of an Event of Non-Compliance, Lessee shall, upon request, reimburse Lessor or the Lenders, as applicable, for all costs and expenses of such inspections. Further, in the event of the occurrence of an Event of Non-Compliance, Lessor will have the right, but not the obligation, in addition to all other remedies available at law and in equity, to enter upon the Leased Premises immediately and take such action as Lessor, as applicable, in its sole judgment deems appropriate to remediate any actual or threatened contamination caused by the occurrence of any such Event of Non-Compliance.
- f. In accordance with the Airport's storm water permit, the washing of aircraft in the hangar(s) or on the ramp is strictly prohibited.
- 29. <u>Airport Development</u>. Lessee understands and agrees that Lessor is the owner of the Airport and that, as such, Lessor may, at any time, undertake to further develop or

- improve the Airport ("Airport Development"), as it sees fit, including, by way of example, expanding the landing area of the Airport, regardless of the desires or views of Lessee, and without interference or hindrance there from. In the event that any Airport Development shall result in making the Premises unusable for Lessee's intended purposes, this Lease shall be terminable by Lessor with ten (10) days notice.
- 30. <u>Default</u>. It is understood between the parties hereto that in the event of default by either of the parties during the term of this Lease agreement, the other party shall have the right forthwith to give notice thereof to the party in default, same to be in writing, and if such condition of default is not removed and restored within ten (10) days after receipt of such notice, then the other party shall forthwith have the option of declaring this Lease in default and proceed to enforce their rights in accordance with the law. For purposes of this Section, an "Event of Default" includes but is not limited to:
  - a. Lessee's failure to comply with restricted area access procedures as described herein.
  - b. Lessee's failure to make any payment when it becomes due under this Lease, where such failure continues for ten (10) days after the due date;
  - c. Lessee's failure to perform, observe and/or comply with any provision of this Lease, where such failure is not cured within ten (10) days of notice thereof from Lessor; or
  - d. Lessee's insolvency or inability to pay its debts as they become due, or Lessee's making of an assignment for the benefit of creditors, Lessee's application for or consent to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of any of its assets, or Lessee's filing of a petition for relief under any bankruptcy, insolvency, reorganization or similar laws, or the filing of a petition in, or proceeding under, any bankruptcy, insolvency, reorganization or similar laws against Lessee, which is not dismissed or fully stayed within ten (10) days after the filing or institution thereof.

#### 31. Agreement Termination.

- a. Lessor may terminate this Lease in the event of a default or failure to comply with the terms of this Lease, which is not cured as set forth above, entitled "Default". Lessor and Lessee agree that Lessor may terminate this Lease either in whole or in part. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Airport Executive Director specifically setting forth the effective date of termination.
- b. Upon receipt of such Notice, described in subparagraph above, Lessee shall remove all property from the Airport not later than the effective date of termination and shall leave the Leased Premises in good condition, normal wear and tear excepted.
- c. Notwithstanding anything contained herein, either party may terminate this Lease for any reason whatsoever by giving ninety (90) days written notice to the other party. In the event said written notice is given, said Lease shall

- terminate ninety (90) days from receipt of said written notice by the other party and neither party shall have any further obligation hereunder to the other.
- 32. <u>Non-Discrimination</u>. Notwithstanding any other provision of this Lease, during the performance of this Lease, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Lease does hereby covenant and agree, as a covenant running with the land, that:
  - a. No person on the grounds of age, race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Premises;
  - b. In the construction of any improvements on, over or under the Leased Premises, and the furnishing of services therein or thereon, no person on the grounds of age, race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.
- 33. <u>C.F.R. Part 21</u>. Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations ("C.F.R."), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
  - a. In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Lease and to reenter and repossess the Leased Premises and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 have been followed and completed including expiration of appeal rights.
  - b. Lessee assures that it will undertake an affirmative action program, as required by 14 C.F.R. Part 152, Sub-part E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting or leasing activities covered in 14 C.F.R. Part 152, Sub-part E. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by Sub-part.
  - c. Lessee assures that it will required that its covered organizations provide assurance to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R. Part 152, Sub-part E, to the same effect.
  - d. Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Sub-part E, or by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Lessee agrees to obtain a similar assurance from its covered organizations, and

- to cause them to require a similar assurance of their covered sub-organizations, as required by 14 C.F.R. Part 152, Sub-part E.
- 34. Requirements of the United States. This Lease shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Leased Premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of Lessor or the United States pursuant thereto.
- 35. Quiet Enjoyment, Ingress and Egress. Lessor covenants and warrants that Lessee, so long as it shall pay the rentals herein stipulated and shall perform the duties and obligations herein agreed to be performed by it, shall peaceably and quietly have, hold and occupy and shall have the exclusive use and enjoyment of the Leased Premises during the term of this Lease and any extensions thereof. Lessee, its invitees, guests, customers and employees shall have full right of ingress and egress to the Leased Premises at all times and without charge, toll or fee.
- 36. Covenants Bind and Benefit Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Lease pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.
- 37. Open Records. The Lessee acknowledges that all records relating to this Lease and the services to be provided under this Lease may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.
- 38. <u>Governing Law</u>: This Lease shall be governed and interpreted by the laws of the State of Georgia.
- 39. Venue. All claims, disputes and other matters in question between the Lessor and the Lessee arising out of or relating to the Lease, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia or federal court of the Southern District of Georgia. The Lessee, by executing this Lease, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia or federal court of the Southern District of Georgia.
- 40. <u>Entire Agreement</u>. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party

to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Lease may only be amended upon writing signed by both parties.

- 41. <u>Breach</u>. Upon the failure of Lessee to observe or comply with any of the provisions of this Lease, Lessor may immediately terminate this Lease and institute such actions necessary to recover the property and evict Lessee.
- 42. <u>Notices</u>. All notices, demands, and requests which may or are required to be given by either Airport or Lessee to the other shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) addressed as follows:

If intended for Lessor:

Augusta Aviation Commission Attn: Executive Director 1501 Aviation Way If intended for Lessee:

Textron Specialized Vehicles 1451 Marvin Griffin Rd. Augusta, Georgia 30906

With a copy to:
Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901
Fax: (706) 842-5556

Either party may change the address and name of addressee to which subsequent

notices are to be sent by notice to the other given as aforesaid.

## 43. Miscellaneous Provisions.

- a. No purported or alleged waiver of any of the provisions of this Lease shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.
- b. Captions herein are for convenience or reference only and in no way define, limit or expand the scope or intent of this Lease. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female, and vice versa.
- c. Counterparts. This Lease may be executed in two or more counterparts, all of which together shall constitute but one and the same Lease. In the event that one or more of the provisions hereof shall be held to be illegal, invalid or enforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
- d. Nothing contained in this Lease shall be construed to be a waiver of the County's sovereign immunity.

- e. It is specifically agreed between the parties executing this Lease that it is not intended by any of the provisions of this Lease to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein.
- f. Nothing contained in this Lease shall be construed to be a waiver of any individual's qualified good faith immunity.
- g. Lessee understands that all operations, uses and occupancy of the Leased Premises must be in strict compliance with all TSA, FAA, Airport rules and regulations, grant requirements, Rules and Regulations, and related provisions for Airport use and operations without restrictions or limitations. Lessee further agrees that, in the event there is a question of interpretation, it will comply with the Landlord's interpretation of such requirements, rules, laws and regulations, as and when notified by the Lessor of its interpretation, time being of the essence. This provision supersedes any other provision of this Lease which may be in conflict therewith. Any default by Lessee shall permit the Landlord to immediately terminate the Lease as a non-exclusive remedy.
- h. All leased property shall be maintained in such condition of repair, cleanliness and general maintenance as shall be acceptable to the Airport.

IN WITNESS WHEREOF, the parties hereof have caused this Lease to be executed as of the day and year first above written.

AUGUSTA AVIATION COMMISSION Lessor	<u>Textron Specialized Vehicles</u> Lessee
, Chairman	By:
Signature	Signature
Garnett L. Johnson, Mayor  Attest:	
City Clerk	



## **Commission Meeting**

July 17, 2024

Fleet Design – Change Order for Design Services

**Department:** Central Services – Fleet Management

**Presenter:** Ron Lampkin; Interim Central Services Director

Caption: Motion to approve change order for purchase order 23CSA002 in the

amount of \$257,598.59 for Phase II of Fleet Maintenance Facility design services to Dickinson Architects PC. (Approved by Administrative

Services Committee July 9, 2024)

**Background:** On September 6, 2022, the Augusta Commission approved Phase I in the amount

of \$108,000 and 8.5% of the construction cost for phase II. Purchase Order 23CSA002 was issued to Dickinson Architects PC for phase I design services for the new Fleet Management Facility. Phase I has been completed and some of

Phase II has begun which includes a percentage of the schematic design.

Analysis:

The vendor has been notified that the project has been placed on hold due to the

difference in the original estimated project budget of \$1.45M for design and \$6M for construction and the estimated construction cost received from the vendor in the amount of \$34,000,000. The additional funding for the project will be requested in

SPLOST 9.

The Change Order consist of four (4) invoices for a total of \$257,598.59

Invoice #1 - \$93,736.39 dated 3/18/224 Invoice #2 - \$72,700.76 dated 4/10/24 Invoice #3 - \$9,206.30 dated 5/3/24 Invoice #4 - \$81,955.14 dated 5/8/24

Financial Impact: SPLOST VII 329051110/216057101/54.13120:

• Original PO Amount: \$108,000

• Previous Change Order for travel expenses \$2,224.13

• Total Revised PO Phase I including CO #1 \$110,224.13

Phase II - Change Order Amount: \$257,598.59

• Total Revised Contract Amount with Change Order: \$367,822.72

**Alternatives:** (1) Approve (2) Do not approve

**Recommendation:** Approve change order for purchase order 23CSA002 in the amount of \$257,598.59

for Phase II of Fleet Maintenance Facility design services to Dickinson Architects

PC.

Funds are available in the \$257,598.59; 329051110/216057101/54.13120 following accounts:

REVIEWED AND APPROVED BY: N/A

771 Broad Street, Suite 200 Augusta, Georgia 30901 706.722.7488



**Augusta Commission** Laquona Sanderson < LSanderson@augustaga.gov> 535 Telfair Street Augusta, GA 30901

Invoice number

01-Rev

Date

03/18/2024

Project 22018 ARC FLEET MANAGEMENT FACILITY

Professional Services through the period ending February 29, 2024.

PO	#23	റട	٩0	02

Invoice Summary					
	Contract	Percent	Total	Prior	Current
Description	Amount	Complete	Billed	Billed	Billed
Phase II - Fleet Management Facility P.O. #23CSA00	2				
PH II - Schematic Design	433,500.00	21.54	93,376.82	0.00	93,376.82
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtotal	2,890,000.00	3.23	93,376.82	0.00	93,376.82
PH II - Reimbursable Expenses					
01 Travel	0.00	0.00	0.00	0.00	0.00
02 Consultant Reimbursements	0.00	0.00	84.57	0.00	84.57
03 Printing	0.00	0.00	0.00	0.00	0.00
04 Postage	0.00	0.00	0.00	0.00	0.00
05 Fire Flow Test	0.00	0.00	275.00	0.00	275.00
Subtotal	0.00	0.00	359.57	0.00	359.57
Total	2,890,000.00	3.24	93,736.39	0.00	93,736.39

invoice number Date

Item 13.

Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
002				
433,500.00	21.54	93,376.82	0.00	93,376.82
578,000.00	0.00	0.00	0.00	0.00
1,156,000.00	0.00	0.00	0.00	0.00
144,500.00	0.00	0.00	0.00	0.00
578,000.00	0.00	0.00	0.00	0.00
2,890,000.00	3.23	93,376.82	0.00	93,376.82
2,890,000.00	3.23	93,376.82	0.00	93,376.82
	Amount 433,500.00 578,000.00 1,156,000.00 144,500.00 578,000.00 2,890,000.00	Amount Complete 433,500.00 21.54 578,000.00 0.00 1,156,000.00 0.00 144,500.00 0.00 578,000.00 0.00 2,890,000.00 3.23	Amount Complete Billed  433,500.00 21.54 93,376.82 578,000.00 0.00 0.00 1,156,000.00 0.00 0.00 144,500.00 0.00 0.00 578,000.00 0.00 0.00 2,890,000.00 3.23 93,376.82	Amount Complete Billed Billed  433,500.00 21.54 93,376.82 0.00  578,000.00 0.00 0.00 0.00  1,156,000.00 0.00 0.00 0.00  144,500.00 0.00 0.00 0.00  578,000.00 0.00 0.00 0.00  2,890,000.00 3.23 93,376.82 0.00

## PH II - Reimbursable Expenses

#### **02 Consultant Reimbursements**

Consultant

	Cost Rate	Cost Amount	Rate	Billed Amount
Consultant Travel		84.57		84.57
22018 ARC Fleet Mgmt Facilities Reimb. Car Rental				
(Backup attached)	Subtotal Subtotal	84.57	-	84.57
	Phase subtotal		_	84.57
05 Fire Flow Test				

#### **05 Fire Flow Test**

Reimbursable Expenses

Tellibardable Experiedo						
		Cost	Cost			Billed
	Units	Rate	Amount	Multiplier	Rate	Amount
Fees & Permits			275.00			275.00
22018 Mgmt Facility Fire Flow Test						
(Backup attached)		Subtotal	275.00			275.00
		Ph	ase subtotal		-	275.00
	PH II - Reimburs	sable Expen	ses subtotal		-	359.57

Invoice total

93,736.39

I certify that I have verified the accuracy of the information above.

Signature\_

Nicholas Dickinson, II, A.I.A.



Arcadis Professional Services (USA) Inc. 7000 North Federal Highway, 2nd Floor Boca Raton, FL 33487 USA Phone: (954) 974-2200

www.arcadis.com

Attention: Nick Dickinson Dickinson Architects 771 Broad Street Suite 200 Augusta, GA 30901 United States Invoice: 10005848
Invoice Date: 2/14/2024
Due Date: 3/15/2024
Project: 140095

**Project Name:** Augusta Fleet Facilities

## For Professional Services Rendered Through 1/31/2024

		-		Billings	-
	Fee	% Complete	To Date	Previous	Current
001 - Task 1 Programming & Space Needs Assessment	28,433.00	100.00	28,433.00	28,433.00	0.00
002 - Task 2 Site Due Diligence Assistance	1,980.00	100.00	1,980.00	1,980.00	0.00
003 - Task 3 Site Master Planning	44,679.00	100.00	44,679.00	44,679.00	0.00
004 - Task 4 Conceptual Cost Estimating Support	1,843.00	100.00	1,843.00	1,843.00	0.00
005 - Task 5 Final Report	10,588.00	100.00	10,588.00	10,588.00	0.00
				Billings	
			To Date	Previous	Current
006 - Reimbursable Expenses			2,298.18	2,213.61	84.57
Expenses 84.57					
		C	Current Billings		84.57
		Amour	nt Due This Bill	USD	84.57

**Steve Lenderman** 

Project: 140095 - Augusta Fleet Facilities				Invoi	Item 13.
006 - Reimbursable Expenses					nem 15.
Expenses					
Account / Vendor	Doc Number	Date	Cost	Multiplier	Amount
Travel - Rental Car					
Enterprise	V0000264146	11/30/2023	76.88	1.10	84.57
	Total Expenses				84.57
Total Project: 140095 - Augusta Fleet F	acilities				84.57

**Utilities Department** 

Item 13.



Wes Byne, P.E., Director Chad Hendix, P.E., Assistant Director Steve Weathersbee, Development Infrastructure Manager Engineering & Construction Division 452 Walker Street, Suite 200 Augusta, Georgia 30901 (706) 312-4142 Fax (706) 312-4133 www.augusta.gov

## Fire Flow Request Form

Date: 2024/01/02

Property Addressed for the request: 3446 Old Louisville Road

**Property Parcel Number for the request: 133-0-023-05-0** 

Reason for the fire flow: New Construction

Special Requirements (particular hydrant(s) to use):

Contact Name making the Request: Nick Dickinson

Company Name making the Request: Dickinson Architects

Company Address: 771 Broad Street, Suite 200, Augusta, GA 30901

Company Phone Number: 706-722-7488

Email Address: ndjr@dickinsonarchitects.com

Please submit a check for Two Hundred Seventy-Five Dollars (\$275.00) payable to Augusta Utilities Department, to the attention of Fire Flow Test, 452 Walker Street Suite 200, Augusta, Ga. 30901 for the performance of the fire-flow test. Please reference the project name on the check. The fee is to be paid before the fire flow will be performed. Once the payment is received, a fire flow will be scheduled and the results of the fire flow will be emailed to the contact that is provided. The fire flow will be good for six months from the date on the report.

Updated: 3/2023

771 Broad Street, Suite 200 Augusta, Georgia 30901 706,722,7488



Augusta Commission Laquona Sanderson < LSanderson@augustaga.gov> 535 Telfair Street Augusta, GA 30901 Invoice number

02

Date

04/10/2024

Project 22018 ARC FLEET MANAGEMENT FACILITY

Professional Services through the period ending April 9, 2024.

PO #23CSA002

#### **Invoice Summary**

invoice Summary					
	Contract	Percent	Total	Prior	Current
Description	Amount	Complete	Billed	Billed	Billed
Phase II - Fleet Management Facility P.O. #23CSA002	2				
PH II - Schematic Design	433,500.00	38.31	166,077.58	93,376.82	72,700.76
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtotal	2,890,000.00	5.75	166,077.58	93,376.82	72,700.76
PH II - Reimbursable Expenses					
01 Travel	0.00	0.00	0.00	0.00	0.00
02 Consultant Reimbursements	0.00	0.00	84.57	84.57	0.00
03 Printing	0.00	0.00	0.00	0.00	0.00
04 Postage	0.00	0.00	0.00	0.00	0.00
05 Fire Flow Test	0.00	0.00	275.00	275.00	0.00
Subtotal	0.00	0.00	359.57	359.57	0.00
Total	2,890,000.00	5.76	166,437.15	93,736.39	72,700.76

invoice number Date

02

04/10/202

Item 13.

ent Tota ete Billed .31 166,077.58	d Billed	Current Billed
.31 166,077.58	3 93 376 82	70 700 70
.31 166,077.58	3 93 376 82	70 700 70
	00,070.02	72,700.76
.00 0.00	0.00	0.00
.00 0.00	0.00	0.00
.00 0.00	0.00	0.00
.00 0.00	0.00	0.00
.75 166,077.58	93,376.82	72,700.76
.75 166,077.58	93,376.82	72,700.76
	.00 0.00 .00 0.00 .00 0.00 .00 0.00 .75 166,077.58	.00     0.00       .00     0.00       .00     0.00       .00     0.00       .00     0.00       .00     0.00       .00     0.00       .75     166,077.58       93,376.82

Invoice total

72,700.76

I certify that I have verified the accuracy of the information above.

Signature

Nicholas Dickinson, II, A.I.A.





771 Broad Street, Suite 200 Augusta, Georgia 30901 706.722.7488

Augusta Commission Laquona Sanderson < LSanderson@augustaga.gov> 535 Telfair Street Augusta, GA 30901 Invoice number

03-Ph II

Date

05/03/2024

Project 22018 ARC FLEET MANAGEMENT FACILITY

Professional Services through the period ending April 30, 2024.

PO #23CSA002

#### **Invoice Summary**

mvoice cummary					
Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Phase II - Fleet Management Facility P.O. #23CSA0	002				
PH II - Schematic Design	433,500.00	40.43	175,283.88	166,077.58	9,206.30
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtot	al 2,890,000.00	6.07	175,283.88	166,077.58	9,206.30
PH II - Reimbursable Expenses					
01 Travel	0.00	0.00	0.00	0.00	0.00
02 Consultant Reimbursements	0.00	0.00	84.57	84.57	0.00
03 Printing	0.00	0.00	0.00	0.00	0.00
04 Postage	0.00	0.00	0.00	0.00	0.00
05 Fire Flow Test	0.00	0.00	275.00	275.00	0.00
Subtot	al 0.00	0.00	359.57	359.57	0.00
Tot	al 2,890,000.00	6.08	175,643.45	166,437.15	9,206.30

Augusta Commission Project 22018 ARC FLEET MANAGEMENT FACILITY				nvoice number Date	03 05/03/2024 <u>–</u>	
						Item 13.
	Contract	Percent	Total	Prior	_	
Description	Amount	Complete	Billed	Billed	Current Bi	lled
Phase II - Fleet Management Facility P.O. #23CSA002						
PH II - Schematic Design	433,500.00	40.43	175,283.88	166,077.58	9,206	3.30
PH II - Design Development	578,000.00	0.00	0.00	0.00	C	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	C	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	C	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	C	0.00

2,890,000.00

2,890,000.00

Invoice total

166,077.58

166,077.58

9,206.30

9,206.30

9,206.30

I certify that I have verified the accuracy of the information above.

Subtotal

Total

Signature

6.07

6.07

Nicholas Dickinson, II, A.I.A.

175,283.88

175,283.88



771 Broad Street, Suite 200 Augusta, Georgia 30901 706.722.7488



Augusta Commission Laquona Sanderson <LSanderson@augustaga.gov> 535 Telfair Street Augusta, GA 30901 Invoice number

04-Ph II

Date

05/08/2024

Project 22018 ARC FLEET MANAGEMENT FACILITY

Professional Services through the period ending April 30, 2024.

PO #23CSA002

#### Invoice Summary

invoice Summary						
Description.		Contract	Percent	Total	Prior	Current
Description		Amount	Complete	Billed	Billed	Billed
Phase II - Fleet Management Facility P.O.	#23CSA002					
PH II - Schematic Design		433,500.00	59.34	257,239.02	175,283.88	81,955.14
PH II - Design Development		578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents		1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement		144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration		578,000.00	0.00	0.00	0.00	0.00
	Subtotal	2,890,000.00	8.90	257,239.02	175,283.88	81,955.14
PH II - Reimbursable Expenses						
01 Travel		0.00	0.00	0.00	0.00	0.00
02 Consultant Reimbursements		0.00	0.00	84.57	84.57	0.00
03 Printing		0.00	0.00	0.00	0.00	0.00
04 Postage		0.00	0.00	0.00	0.00	0.00
05 Fire Flow Test		0.00	0.00	275.00	275.00	0.00
	Subtotal	0.00	0.00	359.57	359.57	0.00
	Total	2,890,000.00	8.91	257,598.59	175,643.45	81,955.14

Invoice number Date 04-Ph II 05/08/2024

Item 13.

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Phase II - Fleet Management Facility P.O. #23CSA002					
PH II - Schematic Design	433,500.00	59.34	257,239.02	175,283.88	81,955.14
PH II - Design Development	578,000.00	0.00	0.00	0.00	0.00
PH II - Contract Documents	1,156,000.00	0.00	0.00	0.00	0.00
PH II - Bid Procurement	144,500.00	0.00	0.00	0.00	0.00
PH II - Construction Administration	578,000.00	0.00	0.00	0.00	0.00
Subtotal	2,890,000.00	8.90	257,239.02	175,283.88	81,955.14
Total	2,890,000.00	8.90	257,239.02	175,283.88	81,955.14

Invoice total

81,955.14

I certify that I have verified the accuracy of the information above.

Signature\_

Nicholas Dickinson, II, A.I.A.

# AUGUSTA, GEORGIA SUITE 605, PROCUREMENT DEPARTMENT

535 TELFAIR STREET, MUNICIPAL BUILDING 1000

AUGUSTA, GEORGIA 30901-2377

Page 1 of 1

PURCHASE ORDER NO. 23CSA002

Item 13.

PHONE: (706) 821-2422 DATE DEPARTMENT VENDOR PHONE # REQUISITION/QUOTE NO. 09/29/23 051120 (706) 399-5192 R370971

**VENDOR#** E-VERIFY# **EMAIL** 26138 67757

NDJR@DICKINSONARCHITECTS.COM

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR

DICKINSON ARCHITECTS PC

771 BROAD STREET AUGUSTA, GA 30901 SUITE 200

ATTN:

COL

BID NUMBER: 22-213

CONTRACT#: 23CSA002

BUYER:

NANCY

SHIP TO:

CENTRAL SERVICES ADMIN 2760 PEACH ORCHARD RD. BUILDING A AUGUSTA, GA 30906

**PURCHASE ORDER** 

BILL TO:

**AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800** 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

TEM # QUANTIT	YUNIT	PRODUCT ID	Malery	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1 LS		OF NEW FI FACILITY AND PHASE AT 8.5% C	BY COMMISSION	108,000.00	108,000.0
			329-05-11	.20/52-12999		
002	1 EACH		CO1: TRA	VEL REIMBURSEMENT	2,224.13	2,224.
				.20/52-12999		
		9	129/23_IN	NITIALS		
		f	The second secon	INITIALS		
		\ L-	and the best of the second			

#### **CONDITIONS - READ CAREFULLY**

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

NET TOTAL.....

110,224,13

APPROVED FOR ISSUE

A SAMS

151

# Office of the Administrator



Takiyah A. Douse Interim Administrator

September 6, 2022

Mr. Ron Lampkin, Interim Director Central Services 2760 Peach Orchard Road Augusta, GA 30906

Dear Director Lampkin:

At the regular meeting held Tuesday, September 6, 2022, The Augusta, Georgia Commission took action on the following:

- 17. Approved: Motion to approve 911 Emergency Services Department to affix 911 Logo for two Public Safety Vehicles. (Approved by Administrative Services Committee August 30, 2022)
- 18. **Referred** back to the Administrative Committee: Motion to approve the purchase of two 2024 ETI ETC40IH, at a individual cost of \$176,063.00 each for a total of \$352,126.00 from Equipment Technology, LLC. (Bid 22-214) for the Engineering Department-Traffic Engineering Division and Street Lights Division. (Approved by Administrative Services Committee August 30, 2022)
- 19. Approved: Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of six Ford F150s, at a total cost of \$144,540 from Allan Vigil Ford for various departments. (Approved by Administrative Services Committee August 30, 2022)
- 20. Approved: Motion to approve utilizing a state contract (# SWC 99999-001-SPD0000183-0006) for the purchase of one Ford Utility Police K9, at a total cost of \$49,614 to Wade Ford for the Richmond County Marshal's Office Airport Division. (Approved by Administrative Services Committee August 30, 2022)
- 21. Approved: Motion to approve utilizing a state contract (#SWC 99999-SPD-ES40199373-009S) for the purchase of one Ford T350 Van, at a total cost of \$53,933 to Wade Ford for the Richmond County Sheriff's Office. (Approved by Administrative Services Committee August 30, 2022)
- 22. Approved: Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of eight Ford F150s, at a total cost of \$306,808 from Allan Vigil Ford for various departments. (Approved by Administrative Services Committee August 30, 2022)

- 23. Approved a motion to receive as information only the emergency replacements needed to the Charles B. Webster Detention Center totaling \$984,123.00 for Lock Replacement Willo Products Co., Shower Upgrades Tri Solutions, Roof Replacement Hixon's Roofing (Approved by Administrative Services Committee August 30, 2022)
- 28. Approved: Motion to approve award of contract to prepare Construction Documents for construction of New Facilities for Augusta Fleet Management to Dickinson Architects of Augusta in the amount of \$108,000 for Phase I and 8.5% of construction costs for Phase II RFQ 22-213. (Approved by Administrative Services Committee August 30, 2022)

If you have any questions, please contact me.

In Service,

Takiyah A. Douse Interim Administrator

#### Item 13.

# AUGUSTA, GEORGIA Purchase Order Status Inquiry

**Report Date:**06/21/2024

MASTER INFORMATION

PR Number<br/>R370971PO Number<br/>23CSA002Vendor ID<br/>26138Vendor Name<br/>DICKINSON ARCHITECTS PCPO Type<br/>C

Address: P1 771 BROAD STREET SUITE 200 PO Total Amount: 110,224.13

AUGUSTA, GA 30901

 Confirm:
 CO1
 Requested by:
 NW12732
 Blanket Number:
 Req. 01/23/2023

 Account:
 Approved
 BSI
 Blanket Amount:
 PAipt Dt: 01/30/2023

 Bid:
 22-213
 Printed by:
 GS3499
 Blanket Remaining:
 Entry 09/29/2023

 Contract:
 23CSA002
 PO Type:
 C
 Expr 01/23/2024

Ship To: CSA EN Flag: Y Req. Codes
Bill To: ACC Sec Cd: CSS

ill To: ACC Sec Cd: CSS Buyer: NANCY End

#### **ITEMS**

#### PR NOTES/PRINT BEFORE/PRINT AFTER TEXT

DEPARTMENT REQUEST TO ADD CO1 \*NANCY WILLIAMS 9/29/23

APPROVED BY COMMISSION 9/6/22, ITEM #28
\*NANCY WILLIAMS 1/23/2023

#### **ENCUMBRANCES**

#### There is no encumbrance activity for this purchase order

Item #	PR Number	Batch ID	Ke	Object	Post Date	EN	PD Amount	Balance	<u>T</u> p
23CSA0	02								
		J22JWC31 GL	329051120	5212999	12/31/22	\$0.00	\$18,960.00	(\$18,960.00)	PP
		JL	216057101	5212999					
		$AUTOOPE\:GL$	329051120	5212999	10/10/23	\$0.00	\$0.00	(\$18,960.00)	EN
		JL	216057101	5212999					
DESIGN	SERVICES	CONSTRUCTIO	N						
0001	R370971	PO GL	329051120	5212999	01/30/23	\$108,000.00	\$0.00	\$108,000.00	EN
		JL	216057101	5212999					
0001	R370971	O23NC221 GL	329051120	5212999	03/01/23	\$0.00	\$13,630.93	\$94,369.07	PP
		JL	216057101	5212999					
0001	R370971	O23AY314 GL	329051120	5212999	03/15/23	\$0.00	\$31,908.61	\$62,460.46	PP
		JL	216057101	5212999					
0001	R370971	O23KB419 GL	329051120	5212999	04/25/23	\$0.00	\$10,828.60	\$51,631.86	PP
		JL	216057101	5212999					
0001	R370971	$O23AY525\ GL$	329051120	5212999	05/25/23	\$0.00	\$16,797.57	\$34,834.29	PP
		JL	216057101	5212999					
0001	R370971	O23AY614 GL		5212999	06/20/23	\$0.00	\$5,515.67	\$29,318.62	PP
			216057101	5212999					
0001	R370971	O23KBA04GL		5212999	10/10/23	\$0.00	\$10,358.62	\$18,960.00	PP
			216057101	5212999					
0001	R370971	AUTOOPE GL		5212999	10/10/23	\$0.00	\$0.00	\$18,960.00	EN
		JL	216057101	5212999					

User: LS14972 - Laquona Sanderson Page Current Date: 06/21/202

**Current Time:** 13:16:52

# AUGUSTA, GEORGIA Purchase Order Status Inquiry

**Report Date:**06/21/2024

#### MASTER INFORMATION

PR Numb	er P	O Number	Vendor ID	Vendor Name			PO Type	
R370971		3CSA002	26138	DICKINSON A	ARCHITECTS P	PC	С	Partially Paid
CO1: TR	AVEL I	REIMBURS	EMENT					
0002 H	R37097	l PO	GL 3290511	20 5212999	09/29/23	\$2,224.13	\$0.00	\$2,224.13 EN
			JL 21605	7101 5212999				
0002 I	R37097	1 O23KE	BA04GL 3290511	20 5212999	10/10/23	\$0.00	\$2,224.13	\$0.00 PP
			JL 21605	7101 5212999				
					PO Ralance	\$110 224 13	\$110 224 13	\$0.00

#### RECEIVING DETAIL

	Date	Quantity	Quantity	Quantity				Fixed
Item#	Received	Received	Pai	Damaged	User	<b>Entry Date</b>	Warehouse	<b>Asset ID</b>
0001	03/01/2023	1.000	\$0.00	0.000	LS1017	03/01/2023		
0001	03/15/2023	1.000	\$0.00	0.000	LS1017	03/15/2023		
0001	04/25/2023	1.000	\$0.00	0.000	LS1017	04/25/2023		
0001	05/25/2023	1.000	\$0.00	0.000	LS1017	05/25/2023		
0001	06/20/2023	1.000	\$0.00	0.000	LS1017	06/20/2023		
0001	10/10/2023	1.000	\$0.00	0.000	LS1017	10/10/2023		
		6.000	\$0.00	0.000				
0002	10/10/2023	1.000	\$0.00	0.000	LS1017	10/10/2023		
	_	1.000	\$0.00	0.000				

### OPEN HOLD ACTIVITY

Item #	Sts	Vend.ID	Set ID	Ke	Object	Check #	Check D	ate Invo	ice # Invoice Date	Amount
0001	PD	26138	O23NC221A	329051120	5212999	0059543	7 03/0	3/2023 02	02/08/2023	\$13,630.93
						TOTAL	AMOUN	Г СНЕСК	AP 00595437:	\$13,630.93
Item #	Sts	Vend.ID	Set ID	Ke	Object	Check #	Check D	ate Invo	ice # Invoice Date	Amount
0001	PD	26138	O23AY314A	329051120	5212999	0059633	66 03/1	6/2023 03	03/08/2023	\$31,908.61
						TOTAL	AMOUN	Г СНЕСК	AP 00596336:	\$31,908.61
<u>Item #</u>	Sts	Vend.ID	Set ID	Ke	Object	Check #	Check D	ate Invo	ice # Invoice Date	Amount
0001	PD	26138	O23KB419A	329051120	5212999	0059859	04/2	7/2023 04	04/14/2023	\$10,828.60
						TOTAL	AMOUN	Г СНЕСК	AP 00598591:	\$10,828.60
Item #	Sts	Vend.ID	Set ID	Ke	Object	Check #	Check D	ate Invo	ice # Invoice Date	Amount
0001	PD	26138	O23AY525A	329051120	5212999	0060010	05/2	5/2023 05	05/12/2023	\$16,797.57
						TOTAL	AMOUN	Г СНЕСК	AP 00600105:	\$16,797.57
Item #	Sts	Vend.ID	Set ID	Ke	Object	Check #	Check D	ate Invo	ice # Invoice Date	Amount
0001	PD	26138	O23AY614A	329051120	5212999	0060152	22 06/2	2/2023 06	06/12/2023	\$5,515.67
						TOTAL	AMOUN	Г СНЕСК	AP 00601522:	\$5,515.67
Item #	Sts	Vend.ID	Set ID	Ke	Object	Check #	Check D	ate Invo	ice # Invoice Date	Amount
0001	PD	26138	O23KBA04A	329051120	5212999	0060750	9 10/1	2/2023 07	07/20/2023	\$10,358.62
0002	PD	26138	O23KBA04A	329051120	5212999	0060750	9 10/1	2/2023 07	07/20/2023	\$2,224.13
						TOTAL	AMOUN	Г СНЕСК	AP 00607509:	\$12,582.75
						TOTAL	PAYMEN	TS FOR P	O 23CSA002:	\$91,264.13

User: LS14972 - Laquona Sanderson Page Current Date: 06/21/2024

**Current Time:** 13:16:52

# **AUGUSTA, GEORGIA Purchase Order Status Inquiry**

Item 13.

**Report Date:**06/21/2024

			MASTER INFORMATION	
PR Number R370971	PO Number 23CSA002	Vendor ID 26138	Vendor Name DICKINSON ARCHITECTS PC	PO Type C Partially Paid
			WORKFLOW ACTIVITY	

There is no workflow activity for this purchase order

ADDITIONAL INFORMATION

**EVENT ASSOCIATION CODES** PO REMARKS

User: LS14972 - Laquona Sanderson Page Current Date: 06/21/202 **Current Time:** 13:16:52

3 Report: PO3001Custom - PO3001: Purchase Order Status Inqui

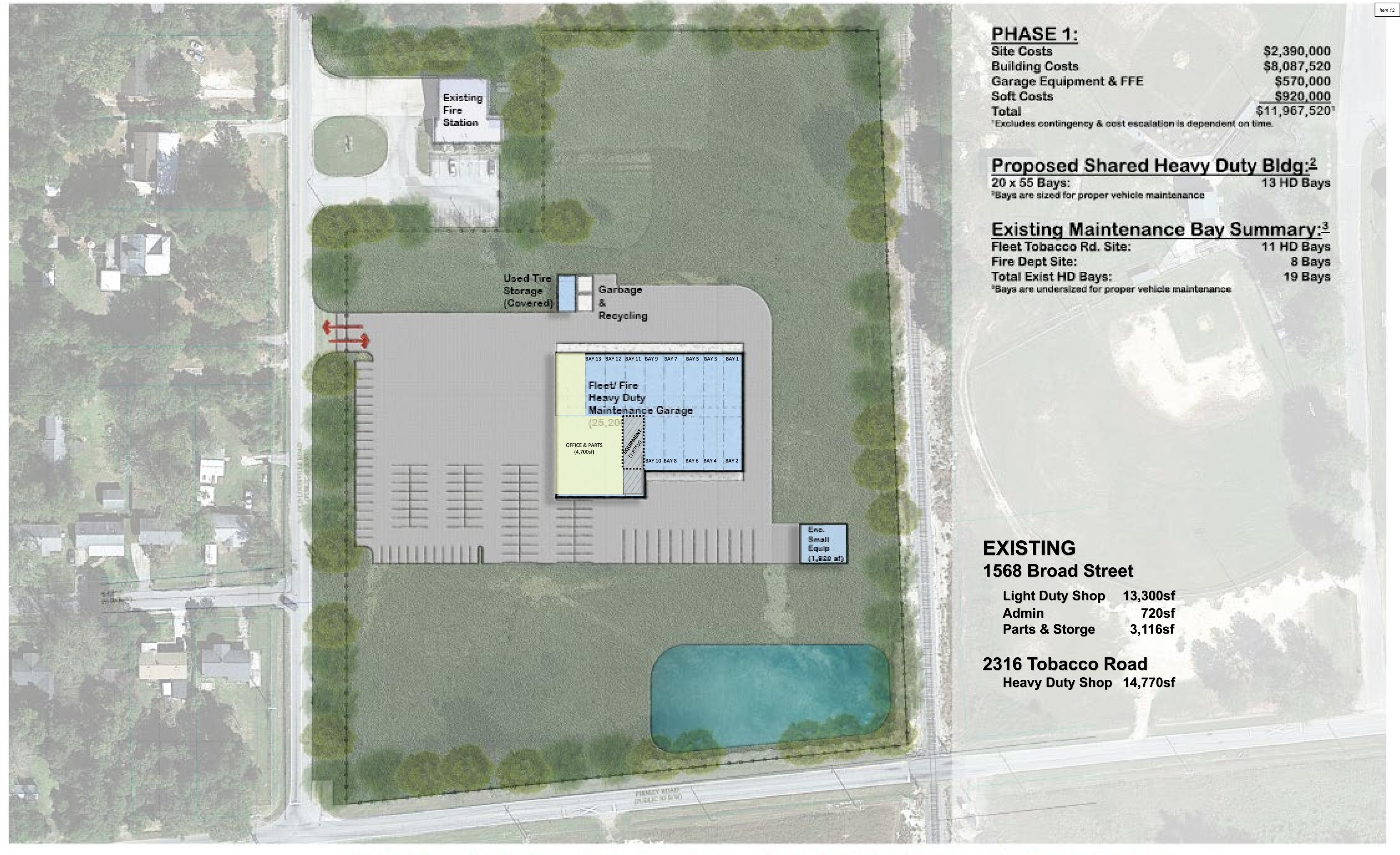
Item 13.

# AUGUSTA, GEORGIA Purchase Order Status Inquiry

**Report Date:**06/21/2024

# MASTER INFORMATION

PR Number R370971	PO Number 23CSA002	Vendor ID 26138	Vendor Name DICKINSON ARC	CHITECTS PC	PO Type C	Partially Paid
GL TRA	ANSACTIONS A	ACTIVITY				
Check ID	Check No	Check Date 12/31/2022	Check Amount 18,960.00	GL Key 329051120	GL Object 5212999	
		Total Amount:	18,960.00			
Check ID	Check No	Check Date	Check Amount	GL Key	GL Object	
AP	00598591	04/25/2023	10,828.60	329051120	5212999	
AP	00600105	05/25/2023	16,797.57	329051120	5212999	
AP	00601522	06/20/2023	5,515.67	329051120	5212999	
AP	00607509	10/10/2023	10,358.62	329051120	5212999	
AP	00607509	10/10/2023	2,224.13	329051120	5212999	
AP	00595437	03/01/2023	13,630.93	329051120	5212999	
AP	00596336	03/15/2023	31,908.61	329051120	5212999	
		Total Amount:	110,224.13			



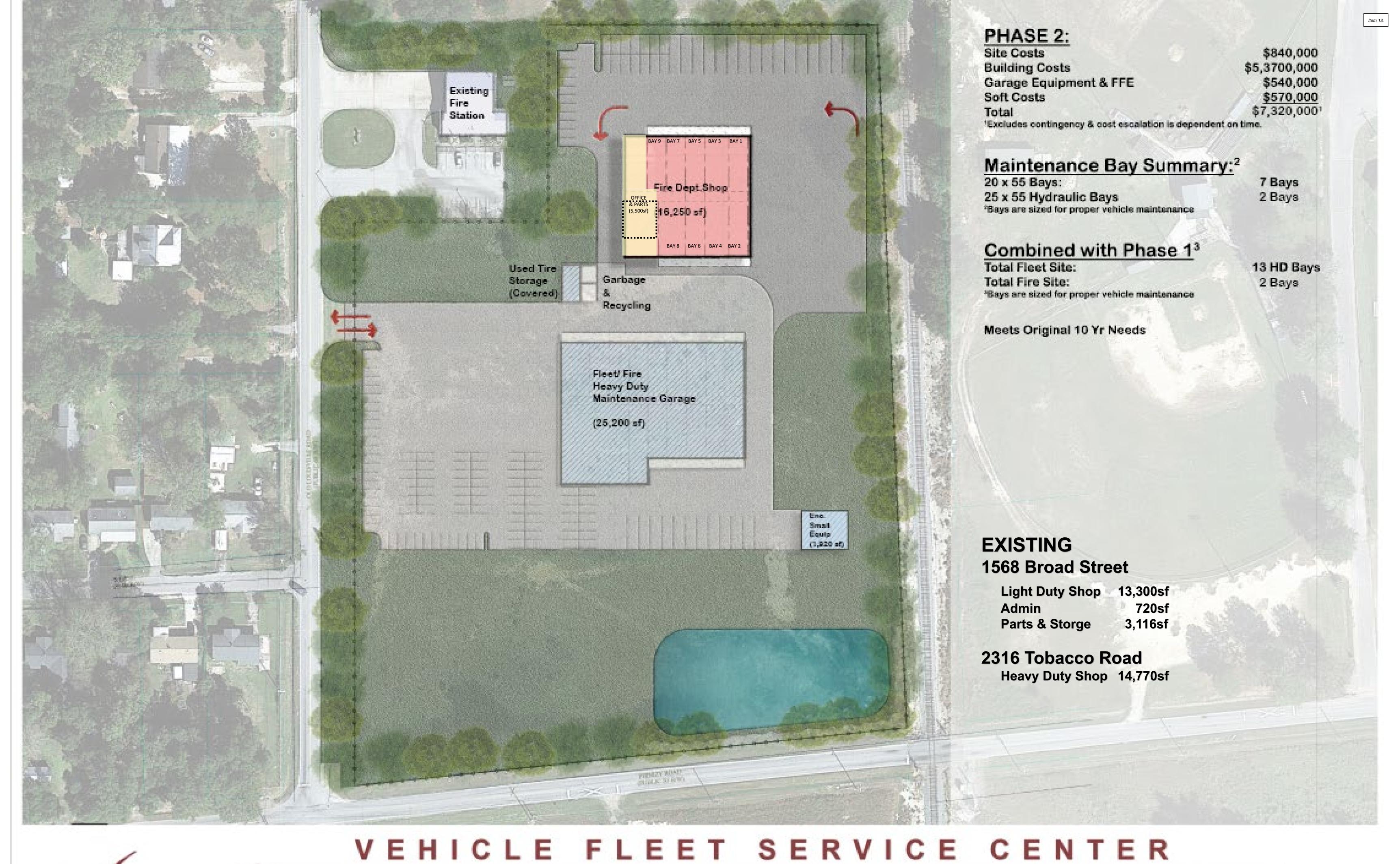
# VEHICLE FLEET SERVICE CENTER









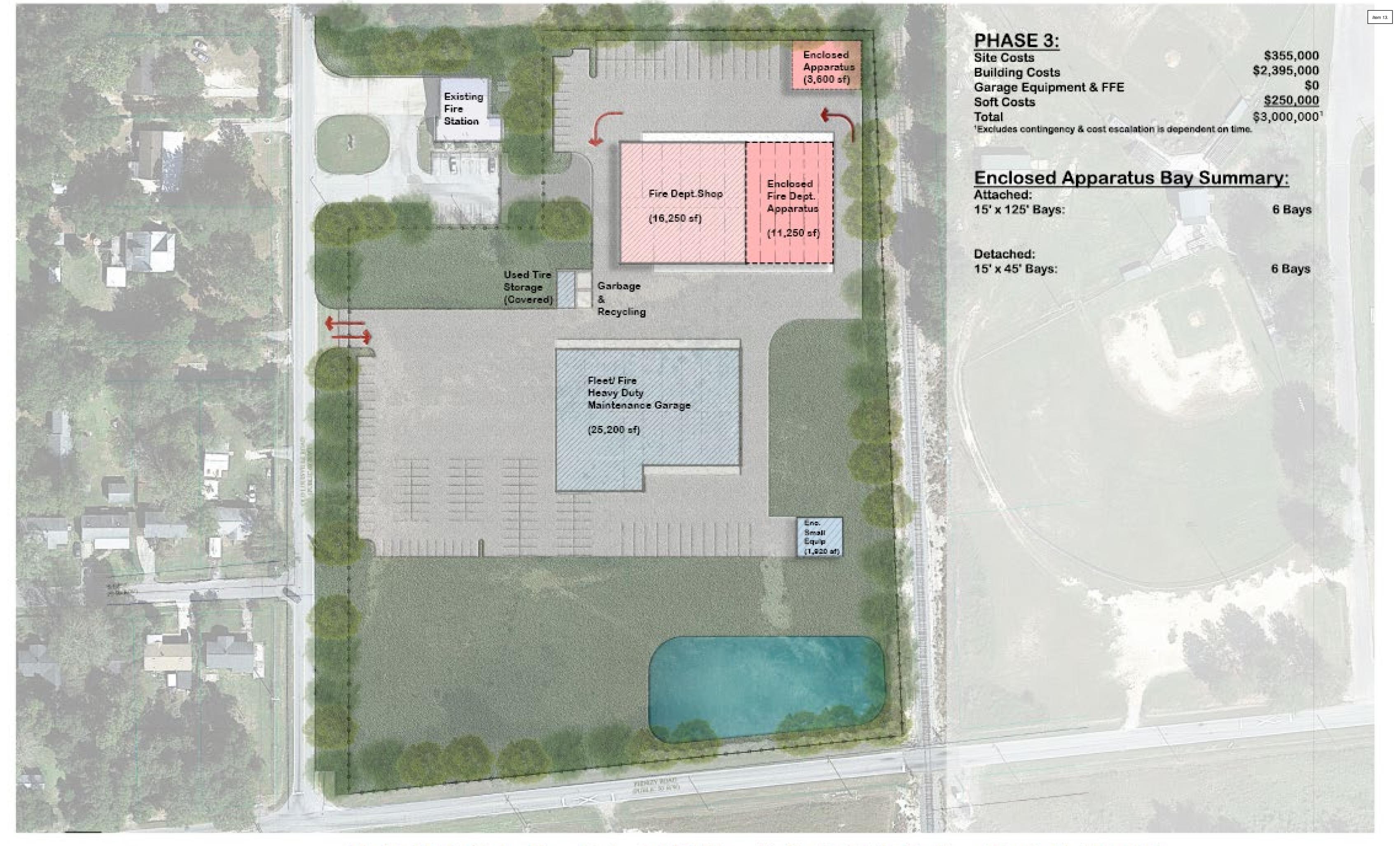










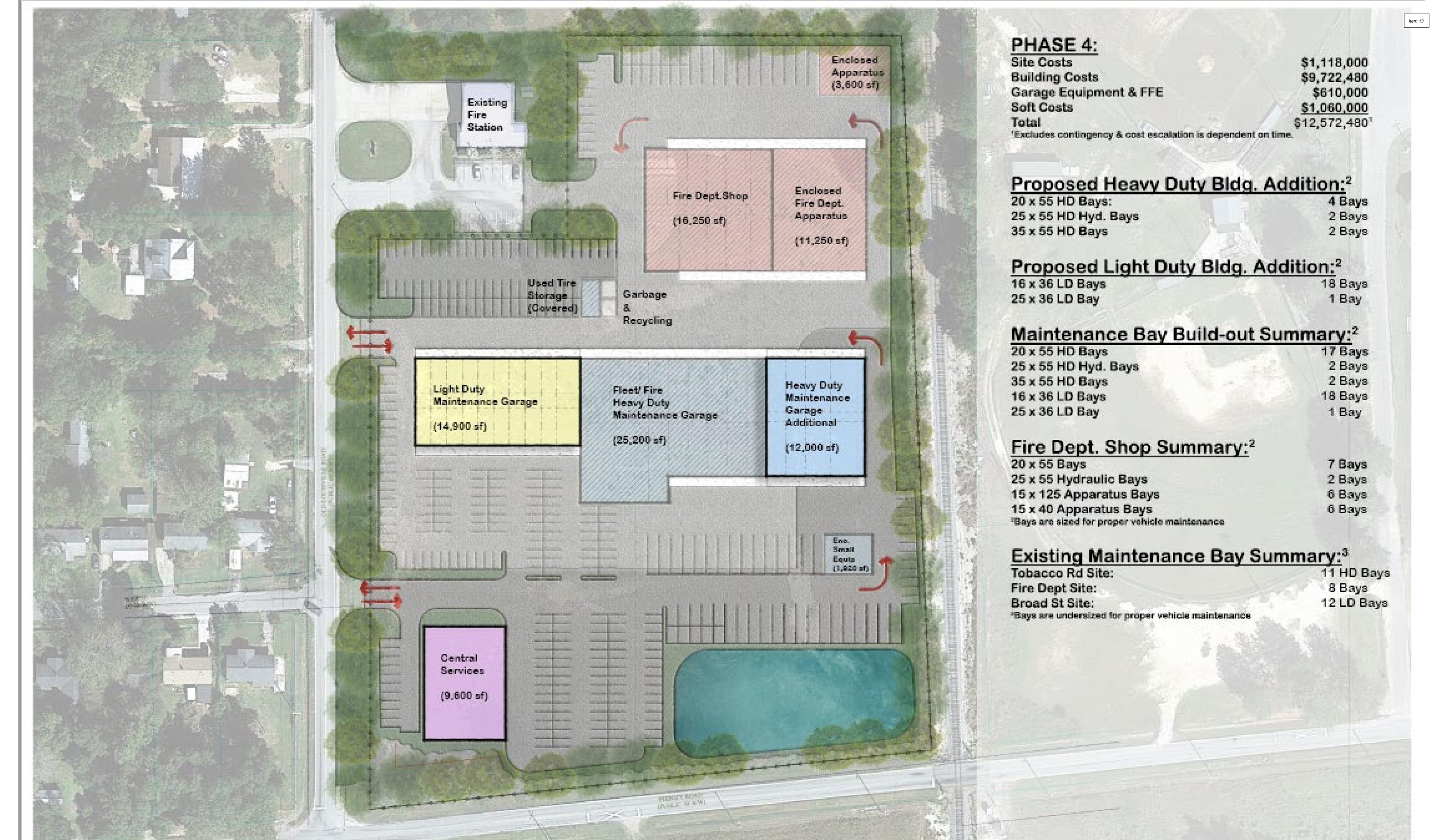


Augusta GEORGIA

# VEHICLE FLEET SERVICE CENTER







# VEHICLE FLEET SERVICE CENTER











## **Commission Meeting**

July 17, 2024

Highland Ave. Water Treatment Plant Roof Repairs - ITB 24-138A

**Department:** Utilities Department

**Presenter:** Wes Byne, Director

**Caption:** Motion to **approve** Bid #24-138A for the Highland Ave. Water Treatment

Plant Roof Repairs to Justice & Sons, LLC. For a total of

\$675,785.00.(Approved by Engineering Services Committee July 9, 2024)

**Background:** This Project will consist of the removal and the installation of a new roof for the

Highland Ave. Water Treatment Plant Roof (East building and the Fort Eisenhower booster pump building). The new roof replacement will solve the leakage that is currently occurring during any rain event. An Invitation to Bid was let through the

Procurement Department with four (4) vendors submitting a bid.

Analysis: Goodwyn Mills Cawood, LLC and Augusta Utilities Department have reviewed the

bid submitted by Justice & Sons, LLC. The bid for construction services was

deemed to be fair and reasonable by Augusta Utilities Department.

**Financial Impact:** We have reviewed the bid from Justice & Sons, LLC and found it to be reasonable.

Funding in the amount of \$675,785.00 is available from accounts: G/L:506043520-

5413120.

**Alternatives:** No alternatives are recommended.

N/A

**Recommendation:** Augusta Utilities Department recommends the Commission approve the

Construction Services to Justice & Sons, LLC in the amount of \$675,785.00 for the

Highland Ave. Water Treatment Plant Roof Repairs.

Funds are available in

Funds are available in the following accounts: G/L:506043520-5413120.

the following accounts:

REVIEWED AND APPROVED BY:

#### **Invitation to Re-Bid**

Sealed re-bids will be received at this office until **Wednesday, April 17, 2024 @ 3:00 p.m.** via ZOOM **Meeting ID: 821 2359 8228; Passcode: 24138** for furnishing:

Re-Bid Item #24-138A Highland Ave Water Treatment Plant Roof Repairs for Augusta, GA – Utilities Department

Re-Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Re-Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from ARC Southern. The fees for the plans and specifications which are non-refundable are \$100.00.

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.e-arc.com) at no charge through ARC Southern (706 821-0405) beginning Thursday, March 7, 2024. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Pre-Bid Conference will be held on Monday, April 1, 2024 @ 2:00 p.m. Via Zoom – Meeting ID: 875 4884 4836; Passcode: 24138. An optional Site Visit will be held on Tuesday, April 2, 2024; please contact Tate Horton at (762) 685-8504 in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to <a href="mailto:procbidandcontract@augustaga.gov">procbidandcontract@augustaga.gov</a> to the office of the Procurement Department by Wednesday, April 3, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No re-bid may be withdrawn for a period of ninety (90) days after RE-BIDs have been opened, pending the execution of contract with the successful vendor. A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for the award.

Invitation for bids and specifications. An invitation for re-bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark the RE-BID number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

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

Augusta Procurement Department Attn: Geri A. Sams, Director of Procurement 535 Telfair Street, Room 605 Augusta, GA 30901

Fax: 706-821-2811 or Email: <a href="mailto:procbidandcontract@augustaga.gov">procbidandcontract@augustaga.gov</a>

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle March 7, 14, 21, 28, 2024

Metro Courier March 7, 2024

Revised: 2/19/2016



Bid Opening: Bid Item #24-138A Highland Ave Water Treatment Plant Roof Repairs for Augusta, GA – Utilities Department

Bid Date: Wednesday, April 17, 2024 @ 3:00 p.m. via ZOOM

Total Number Specifications Mailed Out: 21

Total Number Specifications Download (Demandstar): 9

Total Electronic Notifications (Demandstar): 298

Georgia Procurement Registry: Pre-Bid Conference Attendees: 16 Total Packages Submitted: 4 Total Noncompliant:3

Vendors	Attachment "B"	E-Verify Number	SAVE Form	Bid Bond	Bid Total	Compliance Goal 2%
Thompson Roofing 2292 Washington Road Thomson, GA 30824	YES	698747	YES	YES	\$748,720.00	NO Non-Compliant
ACR Commercial Roofing 2358 Perimeter Park Drive Suite 370 Atlanta, Ga 30341	YES	1579470	YES	YES	\$438,772.03	NO Non-Compliant
US Coating Specialists 7410 S US Hwy 1, Suite 402 Port Saint Lucie, FL 34952	YES	2192153	YES	YES	\$640,000.00	NO Non-Compliant
Justice & Son, LLC 1217 Spread Oak Road Keyville, GA 30816	YES	2287281	YES	YES	\$675,785.00	YES



Phyllis Johnson Compliance Director

# MEMORANDUM

-	_
- 1	~

Wes Byne, Director, Utilities Department

Geri Sams, Director, Procurement Department

From:

Phyllis Johnson, Director, Compliance Department

Date:

April 22, 2024

Subject:

Bid Item # 24-138A - Highland Ave Water Treatment Plant Roof Repairs

This Bidder/Offeror IS eligible for award.	☐ This Bidder/Offeror IS NOT eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Justice & Son, LLC.** Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for Bid Item # 24-138A – Highland Ave Water Treatment Plant Roof Repairs for Augusta, Georgia, is 2%. The bidder/offeror has committed to a minimum of 2% and did submit the required forms and is responsive and has satisfied good faith efforts.

Note: The bidder/offeror provided sufficient documentation to support the GFE. The firm has satisfied and met the burden of proof of its GFE.

#### The bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor monthly to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.



Phyllis Johnson **Compliance Director** 

# MEMORANDUM

-	_	

Wes Byne, Director, Utilities Department

Geri Sams, Director, Procurement Department

From:

Phyllis Johnson, Director, Compliance Department



Date:

April 22, 2024

Subject:

Bid Item # 24-138A - Highland Ave Water Treatment Plant Roof Repairs

This Bidder/Offeror IS eligible for award.	This Bidder/Offeror IS NOT eligible for award.
Inis Bidder/Oπeror is eligible for award.	Inis Bidder/Oπeror is NO1 eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, ACR Commercial Roofing. Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for the Bid Item # 24-138A - Highland Ave Water Treatment Plant Roof Repairs for Augusta, Georgia, is 2%. The bidder/offeror has not met the minimum participation and has approximately 0% utilization. In addition, the bidder/offeror did not meet the burden of proof in support of its Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: The Utilities department identified "equipment removal, roof removal, and hauling" as scopes of work available on this project for LSBs. The bidder/offeror provided the GFE form listing some of ARC's certified LSBs; however, the firm did not submit any documentation in support of the GFE. The GFE form specifically instructs "Supporting documentation of the contact (i.e., emails, phone logs, letters, newspaper ads, etc.) must accompany this form." These instructions are given during the pre-bid meeting. Additionally, upon review of the GFE form, the bidder/offeror indicated on the form the result of the contacts as "T.B.D", again, specific instruction are provided regarding the documentation necessary to accurately determine GFE.

The bidder/offeror is non-compliant with the Local Small Business Opportunity Program; therefore, this bidder is not eligible for award.

Should you have questions, please contact me at (706) 826-1325.



Phyllis Johnson Compliance Director

# MEMORANDUM

To:

Wes Byne, Director, Utilities Department

Geri Sams, Director, Procurement Department

From:

Phyllis Johnson, Director, Compliance Department

Date:

April 22, 2024

Subject:

Bid Item # 24-138A - Highland Ave Water Treatment Plant Roof Repairs

This Bidder/Offeror IS NOT eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Thomson Roofing & Metal Company.** Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for the Bid Item # 24-138A – Highland Ave Water Treatment Plant Roof Repairs for Augusta, Georgia, is 2%. The bidder/offeror has not met the minimum participation and has approximately 0% utilization. In addition, the bidder/offeror did not meet the burden of proof in support of its Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: The Utilities department identified "equipment removal, roof removal, and hauling" as scopes of work available on this project for LSBs. The bidder/offeror provided the Letter of Intent (LOI) indicating their intent to "100% self-perform". Section 1-10-129 Subsection 10 of the LSBOP Ordinance; specifically states, "Self-performance does not exempt Bidders from the LSBOP requirements unless the self-performer is a qualified and registered local small business..."

The bidder/offeror provided the GFE form listing only two (2) of ARC's certified LSBs; however, the documentation in support of the GFE indicates an email was sent on Friday, April 5th. There is no documentation or indication of any follow up after April 5th. The GFE form specifically instructs "Supporting documentation of the contact (i.e., emails, phone logs, letters, newspaper ads, etc.) must accompany this form." These instructions are given during the pre-bld meeting.

The bidder/offeror is non-compliant with the Local Small Business Opportunity Program; therefore, this bidder is not eligible for award.

Should you have questions, please contact me at (706) 826-1325.

COMPLIANCE DEPARTMENT



Phyllis Johnson Compliance Director

# MEMORANDUM

To:

Wes Byne, Director, Utilities Department

Geri Sams, Director, Procurement Department

From:

Phyllis Johnson, Director, Compliance Department

Date:

April 22, 2024

Subject:

Bid Item # 24-138A - Highland Ave Water Treatment Plant Roof Repairs

☐ This Bidder/Offeror IS eligible for award.	V	This Bidder/Offeror IS NOT eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **U.S. Coating Specialists, LLC.** Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for the Bid Item # 24-138A – Highland Ave Water Treatment Plant Roof Repairs for Augusta, Georgia, is 2%. The bidder/offeror has not met the minimum participation and has approximately 0% utilization. In addition, the bidder/offeror did not meet the burden of proof in support of its Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: The Utilities department identified "equipment removal, roof removal, and hauling" as scopes of work available on this project for registered LSBs. The bidder/offeror provided the Letter of Intent (LOI) indicating their intent to "100% self-perform". Section 1-10-129 Subsection 10 of the LSBOP Ordinance; specifically states, "Self-performance does not exempt Bidders from the LSBOP requirements unless the self-performer is a qualified and registered local small business...."

The bidder/offeror provided the GFE form listing some of ARC's certified LSBs; however, the firm did not give the LSBs the minimum 5-day notice in requesting their quote as required in Section 1-10-125 Subsection (b)(ix) of the LSBOP Ordinance. The email documentation provided by the bidder/offeror is dated Monday, April 15th; however, the bids were due on Wednesday, April 17th providing only a 2-day notice of request. "Supporting documentation of the contact (i.e., emails, phone logs, letters, newspaper ads, etc.) must accompany this form." These instructions are given during the pre-bid meeting.

The bidder/offeror is non-compliant with the Local Small Business Opportunity Program; therefore, this bidder is not eligible for award.

Should you have questions, please contact me at (706) 826-1325.

COMPLIANCE DEPARTMENT
535 Telfair Street Suite 530 Augusta, GA 30901
(706) 821-2406 Fax (706) 821-4228
WWW.AUGUSTAGA.GOV



## UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E. Assistant Director

# **MEMO**

DATE:

May 21, 2024

TO:

Geri Sams, Director, Procurement Department

THROUGH: Wes Byne, P.E., Director of Utilities

FROM:

Tate Horton, Construction Engineer

SUBJECT:

Bid Item #24-138A

Highland Ave. Water Treatment Plant Roof Repairs

**Recommendation of Award** 

Augusta Utilities Department (AUD) has reviewed the bid tabulation and submittals received for the above referenced project. We agree with Goodwyn Mills Cawood, LLC, that Justice & Sons, LLC is the lowest responsive bidder.

Justice & Sons, LLC calculated bid price of \$675,785.00 is within the engineer's construction cost estimate. AUD finds this bid price to be acceptable and has the funds available to complete this project.

I concur with the recommended award of Bid Item #23-138A to the lowest responsive bidder, Justice & Sons, LLC in the amount of \$675,785.00.

cc: Chad Hendrix, P.E.

## Jamye Mortley

From:

Darrell White

Sent:

Saturday, May 4, 2024 9:44 AM

To:

Tywanna Scott; Jamye Mortley

Cc: Subject: Nancy M. Williams; Tate Horton

Attachments:

Fwd: Bid Item #24-138A Memo Bid Item #24-138A.pdf

Importance:

High

Justification has been approved by Ms Sams. Let's move forward with getting the additional forms. Please forward the submittal to to the Utilities Department and approval process

#### Get Outlook for iOS

From: Tate Horton <a href="mailto:room">From: Tate Horton <a href="mailto:down">From: Tate Horton <a href="mailto:down">From: Tate Horton <a href="mailto:down">From: Tate Horton <a href="mailto:down">Allow (a) 1:38:43 PM</a>
To: Darrell White <a href="mailto:down">Dwhite2@augustaga.gov</a>

Subject: Bid Item #24-138A

Darrell,

Here is the Justification Memo for the budget update for Bid Item #24-138A. If there is anything else that you need please let me know.

Thank you,

#### **Tate Horton**

Augusta Utilities Department 452 Walker St., Suite 200 Augusta, GA 30901 Office: 706.432.5274

Mobile: 762.685.8504

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1



# UTILITIES DEPARTMENT

Wes Byne, P.E. Director

Chad Hendrix, P.E. Assistant Director

# **MEMO**

DATE:

May 1, 2024

TO:

Geri Sams, Director, Procurement Department

THROUGH: Wes Byne, P.E., Director of Utilities

FROM:

Tate Horton, Construction Engineer

SUBJECT:

Bid #24-138A

**Highland Ave Water Treatment Plant Roof Repairs** Justification to increase the Budget for this Bid

Augusta Utilities Department (AUD) request that the budget for Bid Item #24-138A, Highland Ave. Water Treatment Plant Roof Repairs, to be increase by \$80,000.00. The reason for this increase in the budget is updated information on a couple line items now reflect the current increased market value of materials for this project as advised by AUD's Engineering Consultant. AUD recognizes and accepts this increase in the cost. AUD will add the additional funds to the account to accommodate this increase in the project.

cc:

Chad Hendrix, P.E.



May 13, 2024

#### Goodwyn Mills Cawood

801 Broad Street Suite 900 Augusta, GA 30901

T (706) 303-3272 F (770) 955-1064

www.gmcnetwork.com

Wes Byne Director, Augusta Utilities Department Augusta-Richmond County Commission 452 Walker Street, Suite 200 Augusta, GA 30901

Re: Bids Received

Highland Avenue WTP - Roof Repairs

Dear Mr. Byne:

Goodwyn Mills Cawood, LLC (GMC) has reviewed the bids for the Highland Avenue Water Treatment Plant (WTP) – Roof Repairs project, received by the Augusta Utilities Department (AUD) on April 17, 2024 at 3:00 PM. Enclosed is a tabulation of the bids received.

After reviewing the bid proposals, GMC recommends awarding the contract to Justice & Son, LLC in the amount of \$675,785.00. Of the four (4) bidders, Justice & Son, LLC was the only bidder that was in compliance.

Please contact me if you have any questions regarding the post-bid procedures.

Sincerely,

Goodwyn Mills Cawood LLC

Marie Corbin, PE Project Manager

Enclosure(s)



# AUGUSTA-RICHMOND COUNTY COMMISSION HIGHLAND AVENUE WTP - ROOF REPAIRS BID DATE: APRIL 17, 2024 BID TIME: 3:00 P.M.



				Justice &	k Son, LLC			
TEM	DESCRIPTION	UNIT	QTY	UNIT	TOTAL COST			
1	FILTER BUILDING							
a.	DEMOLITION OF EXISTING ROOF & EQUIPMENT	LS	1	\$138,900.00	\$138,900.00			
b.	1 INCH ROOF INSULATION	SF	18,520	\$7.50	\$138,900.00			
c.	MEMBRANE ROOF	SF	18,520	\$7.50	\$138,900.00			
d.	FLASHING & SHEET METAL	LS	1	\$68,000.00	\$68,000.00			
e.	REMOVE AND RESET LIGHTNING PROTECTION SYSTEM	\$35,000.00	\$35,000.00					
f.	MISCELLANEOUS WORK INCLUDING REMOVAL AND RESETTING LS 1 \$38,000.0							
UBTO	OTAL FOR ITEM NO. 1				\$557,700.00			
2	FORT GORDON PUMP STATION BUILDING							
a.	DEMOLITION OF EXISTING ROOF & EQUIPMENT	LS	1	\$30,000.00	\$30,000.00			
b.	1 INCH ROOF INSULATION	SF	4,100	\$7.32	\$30,000.00			
c.	MEMBRANE ROOF	SF	4,100	\$7.32	\$30,000.00			
d.	FLASHING AND SHEET METAL	LS	1	\$11,335.00	\$11,335.00			
	REMOVE AND RESET LIGHTNING PROTECTION SYSTEM	LS	1	\$11,750.00	\$11,750.00			



# **AUGUSTA-RICHMOND COUNTY COMMISSION HIGHLAND AVENUE WTP - ROOF REPAIRS BID DATE: APRIL 17, 2024**

BID TIME: 3:00 P.M.

				Justice	& Son, LLC					
ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST					
f.	MISCELLANEOUS WORK INCLUDING REMOVAL AND RESETTING OF EXISTING HVAC EQUIPMENT	LS	1	\$5,000.00	\$5,000.00					
SUBTO	OTAL FOR ITEM NO. 2				\$118,085.00					
TOTAL BID										

The undersigned certifies that this is a true and accurate tabulation of Bids received for the above project on the date indicated.

Marie Corbin, PE

Goodwyn Mills Cawood, LLC

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DIGITAL																				
PHONE #	(706) 871-0440	(404) 357-5000	(678) 206-4603	(706) 595-2864	(772) 524-6412															
EMAIL	TMANGIERI17@AOL.COM	INTAKE@ALPHACOMIMERCIALROOFS.COM	INFO@CGSCONTRACTORS.COM	HROGERS@TWOSTATE.COM	DANA@USCOATINSPEC.COM							The state of the s						w.		
CONTACT		SHAWN FOBAS			DANA SIMMONS															
CONTRACTOR	JUSTICE & SONS	ACR COMMERCIAL ROOF	CGS	THOMPSON ROOFING	US COATING SPECIALIST															

RPI 505 CDP Industrial Blvd Grovetown, GA 30613 Carter Flat Roof Recoating 2434 Wheeless Road Augusta, GA 30906 ACR Commercial Roofing 2358 Perimeter Park Dr Ste 370 Atlanta, GA 30341

Lovelace Roofing 3850 Washington Rd Martinez, GA 30907 All Trade Services Attn: Chris Krueger 111 Woodruff Court Aiken, SC 29803-5768

Bone Dry Roofing 120 Ben Burton Rd Bryant, GA 30622

Thomson Roofing 2292 Washington Road Thomson, GA 30824

West Roofing Systems 530 Bonifacious Road Tunnel Hill, GA 30755 Justice & Sons, LLC 1217 Spread Oak Road Keysville, GA 30816

Brighter Side Roofing LLC 472 Flowing Wells Road, Suite H4 Augusta, GA 30907

Heely Brown Co. 1280 Chattahoochee Ave NW Atlanta, GA 30318 Penn Roofing 4103 Colben Blvd Evans, GA 30809

Academy Roofing Systems 2910 Cherokee Street. Ste 100 Kennesaw, GA 30144 Depend A Coat 4116 Columbia Rd Martinez, GA 30907 Southern Roofing Attn: Bob Stevens 511 Skyview Drive Augusta, GA 30901

Jones Roofing 2024 Gardner St. Augusta, GA 30904 Youngs Roofing Attn: Gary Platt 311 Patrick St Martinez, GA 30907

Hixon Roofing 12192 Atomic Road Beech Island, SC 29842

Vertex Roofing 4715 Augusta Rd. Beech Island, SC 29842

Rapid Roofing 838 Greene Street Augusta, GA 30901 North Augusta Roofing & Con 1211 Summerhill Rd. North Augusta, SC 29841

Porter Roofing Contractors Inc. 421 Ash St. Murfreesboro, TN 37130

Director Wes Byne **Contact Person Tate Horton** 

Compliance Phyllis Johnson

REBID Item # 24-138A Highland Ave WTP Roof Repairs For Augusta, Ga-Utilities Dept Due: Wed, 04/17/2024 @ 3:00 P.M. REBID Item # 24-138A Highland Ave WTP Roof Repairs For Augusta, Ga-Utilities Dept Mail: 03/07/2024

### Nancy M. Williams

From:

bidnotice.donotreply@doas.ga.gov

Sent:

Thursday, March 7, 2024 5:38 PM

To:

Tywanna Scott

Subject:

[EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-

NONST-2024-000000042

Dear Tywanna Scott, tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2024-000000042

**Event Title:** 

24-138A Highland Ave Water Treatment Plant Roof

**Event Type:** 

Non-State Agency

#### Process Log

2024/03/07 17:31:58 : Log starts for - 9436112 - EVENT\_RELEASE\_TO\_SUPL

2024/03/07 17:32:00 : Email Process Log for the Event#: PE-72155-NONST-2024-00000042

2024/03/07 17:32:00 : Email Batch# 2403076841

2024/03/07 17:32:00 : Notification Type: EVENT\_RELEASE\_TO\_SUPL

2024/03/07 17:33:08 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY

INC

2024/03/07 17:33:08: Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC

2024/03/07 17:33:34 : Bad Email not sent to bholcombssi@yahoo.com ; of LANG BUILDING SUPPLY

2024/03/07 17:38:03 : Total No of Contacts found for sending Email: 1036

2024/03/07 17:38:03 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:

https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000042&sourceSystemType=gpr20

03/07/2024 05:38:03 PM

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]

# **Planholders**

**Add Supplier** 

**Export To Excel** 

# Supplier (9)

;	Supplier ₹↓	Download Date	
	Alpha Commercial Roofing	03/11/2024	(
-	Brown Infrastructure Technologies	03/16/2024	
	ConstructConnect	03/14/2024	
	Dodge Data	03/07/2024	
	H & H Concrete Finishing	03/09/2024	
	H & H Insurance Services, Inc.	04/05/2024	
	Onvia, Inc Content Department	03/07/2024	
	Porter Roofing Contractors, Inc.	03/12/2024	
	South Eastern Construction	03/20/2024	

**Add Supplier** 

# **Supplier Details**

**Supplier Name** 

Alpha Commercial Roofing

**Contact Name** 

Rachel Solomon

**Address** 

2358 PERIMETER PARK DR SUITE 370, Atlanta, GA 30341

Email

intake@alphacommercialroofs.com

**Phone Number** 

770-393-0855

Remove

#### **Documents**

Filename

Туре

Action

178



## **Commission Meeting**

July 17, 2024

# Engineering & Environmental Services FY2024 Budgets Reduction

**Department:** N/A

**Presenter:** N/A

Caption: Motion to approve amending Engineering & Environmental Services

FY2024 budgets initial reductions by limiting the one percent (1%) reductions to be applied to Operational Budgets with Exceptions of

Environmental Services Operation Budgets; Restore Environmental Service Budgets to pre-reduction amount. Presently one percent (1%) reductions are

applied to total budget that includes employees' wages &

benefits.(Approved by Engineering Services Committee July 9, 2024)

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

Alternatives: N/A

**Recommendation:** N/A

N/A

N/A

Funds are available in

the following accounts:

**REVIEWED AND** 

**APPROVED BY:** 

Committee Meeting Date:						
Commission Meeting Date:						
Agenda Item Number:						
Approval Letter Date:						
Entered into the MuniAgenda by/date						

**DATE: June 25, 2024** 

TO:

The Honorable Garnett L. Johnson, Mayor

Members of the Commission

Alvin Mason, Chairman, Engineering Services Committee

THROUGH: Takiyah A Douse, Interim Administrator

FROM:

Hameed Malik, Ph.D., PE, Director of Engineering

SUBJECT: **Engineering & Environmental Services FY2024 Budgets Reduction** 

File Reference: 24-014(A)

CAPTION:

Approve Amending Engineering & Environmental Services FY2024 budgets initial reductions by limiting the one percent (1%) reductions to be applied to Operational Budgets with Exception of Environmental Services Operation Budgets; Restore Environmental Service Budgets to pre-reduction amount. Presently one percent (1%) reductions are applied to total budget that includes employees' wages & benefits. AE

**BACKGROUND:** 

Augusta Commission approved FY2024 budget with directive to implement one percent (1%) budget reduction with restoration provision on as needed and case by case basis. Augusta Engineering & Environmental Services (AEES) understanding of directed one percent (1%) reduction was that it was applicable to operational budget only. Accordingly AEES submitted one percent (1%) reduction to its operational budget to Finance Department. However, our review of posted approved budget with reductions revealed that one percent (1%) reduction was applied to total budget amount, particularly AEES budgets supported by general funds. For example budget reductions to AEES Engineering Streets & Walkway budget equates to seventy-three (73%) of its operational budget

ANALYSIS:

Applied budget reduction amounts are significant and will yield negative impacts on AEES operations.

Engineerin	g FY2024 Budget	s-Reduction & I	mpact		
Budget	Total Amount	Operational Amount	Implemented one percent reduction amount	Percent Reduction relative to Total & Operational	Comments
Highways & Streets	\$1,430,660	\$215,090	S14,310	1% & 6.7%	i)Operation is 15% of Total ii)reduction is on operation and equates 6.7% [Professional Development/Training=72% reduction)
Roads & Walkways	\$2,272,210	\$664,050	\$22,720	1% & 3.4%	i)Operation is 29% of Total ii)Reduction is on operation and equates 3.4%
Traffic Engineering	\$3,506,120	\$1,281,650	\$35,060	1% & 2.7%	i)Operation is 37% of Total ii)reduction is on operation and equates 2.7% iii)Reduction (\$22,240) is on contracted work
Stormwater Utility	\$15,159,620	\$6,643,630	\$135,890	0.9% & 2%	i)Operation is 44% of Total ii)reduction is on operation and equates 2% iii)Reduction (\$60,450) is on contracted work

Committee Meeting Date:	
Commission Meeting Date:	
Agenda Item Number:	
Approval Letter Date:	
Entered into the MuniAgenda by/date	

DATE: June 25, 2024

TO: The Honorable Garnett L. Johnson, Mayor

Members of the Commission

Alvin Mason, Chairman, Engineering Services Committee

Takiyah A Douse, Interim Administrator THROUGH:

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

SUBJECT: Engineering & Environmental Services FY2024 Budgets Reduction

File Reference: 24-014(A)

Approve Amending Engineering & Environmental Services FY2024 budgets initial reductions by CAPTION:

limiting the one percent (1%) reductions to be applied to Operational Budgets with Exception of Environmental Services Operation Budgets; Restore Environmental Service Budgets to pre-reduction amount. Presently one percent (1%) reductions are applied to total budget that includes employees'

wages & benefits. AE

Augusta Commission approved FY2024 budget with directive to implement one percent (1%) budget BACKGROUND:

reduction with restoration provision on as needed and case by case basis. Augusta Engineering & Environmental Services (AEES) understanding of directed one percent (1%) reduction was that it was applicable to operational budget only. Accordingly AEES submitted one percent (1%) reduction to its operational budget to Finance Department. However, our review of posted approved budget with reductions revealed that one percent (1%) reduction was applied to total budget amount, particularly AEES budgets supported by general funds. For example budget reductions to AEES Engineering

Streets & Walkway budget equates to seventy-three (73%) of its operational budget

Applied budget reduction amounts are significant and will yield negative impacts on AEES operations. **ANALYSIS:** 

Budget	g FY2024 Budget Total Amount	Operational	Implemented one	Percent Reduction	Comments
Dauget	101111111111111111111111111111111111111	Amount	percent reduction amount	relative to Total & Operational	
Highways & Streets	\$1,430,660	\$215,090	\$14,310	1% & 6.7%	i)Operation is 15% of Total ii)reduction is on operation and equates 6.7% [Professional Development/Training=72% reduction)
Roads & Walkways	\$2,272,210	\$664,050	\$22,720	1% & 3.4%	i)Operation is 29% of Total ii)Reduction is on operation and equates 3.4%
Traffic Engineering	\$3,506,120	\$1,281,650	\$35,060	1% & 2.7%	i)Operation is 37% of Total ii)reduction is on operation and equates 2.7% iii)Reduction (\$22,240) is on contracted work
Stormwater Utility	\$15,159,620	\$6,643,630	\$135,890	0.9% & 2%	i)Operation is 44% of Total ii)reduction is on operation and equates 2% iii)Reduction (\$60,450) is on contracted work

Environmental Services FY2024 Budgets-Reduction & Impact

Budget	Total Amount	Operational	Implemented one	Percent Reduction	Comments
		Amount	percent reduction	relative to Total &	
			amount	Operational	
Solid Waste (Landfill)	\$18,130,000	\$6,977,770	\$109,660	0.6% & 1.6%	i)Operation is 38% of Total ii)Reduction is on operation and equates 1.6% iii)Reduction (\$92,400) is on contracted work
Waste Collection (Contract Services)	\$25,887,100	\$2,903,000	\$121,430	0.5% & 4.2%	i) Operation is 11% of Total ii)Reduction is on operation and equates 4.2% iii)Reduction (\$69,530) is on contracted work & (\$40,130) on Equipment Repairs

FINANCIA	L
IMPACT.	

Restoration of AEES allocated funds that are set aside to reallocate upon Augusta

Commission approval.

**ALTERNATIVES:** 

Not proposed.

**RECOMMENDATION:** 

Approve Amending Engineering & Environmental Services FY2024 budgets initial reductions by limiting the one percent (1%) reductions to be applied to Operational Budgets with Exception of Environmental Services Operation Budgets; Restore Environmental Service Budgets to pre-reduction amount. Presently one percent (1%) reductions are applied to total

budget that includes employees' wages & benefits. AE

REQUESTED AGENDA DATE: Committee Meeting: July 9, 2024

Commission Meeting: July 16, 2024

DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:
	N/A
ADMINISTRATOR:	FINANCE:

/hm

cc:



July 17, 2024

Acquisition of 7,500 sq. ft to Augusta, Georgia from Hyde & Aragon Park Improvement Committee, Inc.

**Department:** Engineering & Environmental

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

**Caption:** Motion to **authorize** condemnation to acquire this property in fee simple.

(Parcel 087-4-105-00-0) - 2044 Golden Rod Street. (**Approved by** 

**Engineering Services Committee July 9, 2024)** 

**Background:** The City of Augusta has been unable to reach the owner of the property

owner and therefore seeks to acquire through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn the subject property. The required property consists of 7,500 sq. ft in fee simple.

The appraised value is \$6,300.

**Analysis:** Condemnation is necessary in order to acquire the required property.

**Financial Impact:** The necessary costs will be covered under the project budget.

**Alternatives:** Deny condemnation.

**Recommendation:** Approve condemnation.

Funds are available in

328 041110-5212120/ 219828217 5212120

the following accounts:

REVIEWED AND APPROVED BY:



July 17, 2024

Acquisition of 7,500 sq. ft to Augusta, Georgia from the Estate of Harold Brown

**Department:** Engineering & Environmental Services

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

**Caption:** Motion to **authorize** condemnation to acquire this property in fee simple.

(Parcel 087-2-172-00-0) - 2010 Walnut Street. (Approved by Engineering

**Services Committee July 9, 2024)** 

**Background:** The owner is deceased. The City of Augusta seeks to acquire this property

through condemnation. In order to proceed and avoid further project delays,

it is necessary to condemn the subject property. The required property

consists of 7,500 sq. ft. in fee simple.

The appraised value is \$7,000

**Analysis:** Condemnation is necessary in order to acquire the required property.

**Financial Impact:** The necessary costs will be covered under the project budget.

**Alternatives:** Deny condemnation.

**Recommendation:** Approve condemnation.

Funds are available in 328 041110-5212120/ 219828217 5212120

the following accounts:

HM/WB

**REVIEWED AND APPROVED BY:** 



July 17, 2024

Acquisition of 7,500 sq. ft to Augusta, Georgia from Oscar C Moore

**Department:** Engineering & Environmental Services

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

**Caption:** Motion to **authorize** condemnation to acquire this property in fee simple.

(Parcel 087-4-020-00-0) - 2047 Willow Street.(Approved by Engineering

Services Committee July 9, 2024)

**Background:** The City of Augusta has been unable to reach the owner of the property

owner and therefore seeks to acquire through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn the subject property. The required property consists of 7,500 sq. ft in fee simple.

The appraised value is \$6,300.

**Analysis:** Condemnation is necessary in order to acquire the required property.

**Financial Impact:** The necessary costs will be covered under the project budget.

**Alternatives:** Deny condemnation.

**Recommendation:** Approve condemnation.

Funds are available in 328 041110-5212120/ 219828217 5212120

the following accounts:

REVIEWED AND

**APPROVED BY:** 



July 17, 2024

Acquisition of 7,500 sq. ft to Augusta, Georgia from Fannie Rainey and the Estate of Willie J. Rainey

**Department:** Engineering & Environmental Services

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

Caption: Motion to authorize condemnation to acquire this property in fee simple.

(Parcel 087-4-091-00-0) - 2048 Willow Street.(Approved by Engineering

Services Committee July 9, 2024)

**Background:** The owner is deceased. The City of Augusta seeks to acquire this property

through condemnation. In order to proceed and avoid further project delays,

it is necessary to condemn the subject property. The required property

consists of 7,500 sq. ft. in fee simple.

The appraised value is \$6,300.00

**Analysis:** Condemnation is necessary in order to acquire the required property.

**Financial Impact:** The necessary costs will be covered under the project budget.

328 041110-5212120/ 219828217 5212120

**Alternatives:** Deny condemnation.

**Recommendation:** Approve condemnation.

Funds are available in

the following accounts:

REVIEWED AND

APPROVED BY:



July 17, 2024

Acquisition of 7,500 sq. ft to Augusta, Georgia from James W. Smith II

**Department:** Engineering & Environmental Services

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

Caption: Motion to authorize condemnation to acquire this property in fee simple

(Parcel 087-2-071-00-0) - 206 Truman Drive. (Approved by Engineering

Services Committee July 9, 2024)

**Background:** The City of Augusta has been unable to reach the owner of the property

owner and therefore seeks to acquire this property through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn the subject property. The required property consists of 7,500 sq. ft in fee

simple.

The appraised value is \$7,400

**Analysis:** Condemnation is necessary in order to acquire the required property.

**Financial Impact:** The necessary costs will be covered under the project budget.

**Alternatives:** Deny condemnation.

**Recommendation:** Approve condemnation.

Funds are available in the following accounts: 328 041110-5212120/ 219828217 5212120

REVIEWED AND APPROVED BY:



July 17, 2024

#### GRANITE HILL, SECTION FOUR, PHASE V SUBDIVISION DEDICATION

FILE REFERENCE: 24-005(A)3

**Department:** Engineering & Environmental Services

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

**Caption:** Motion to **approve** the deed of dedications, maintenance agreements, and

> road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Granite Hill, Section Four, Phase Five. (Approved

by Engineering Services Committee July 9, 2024)

**Background:** The final plat for Granite Hill, Section Four, Phase Five, was approved by the

> Commission on January 2, 2024. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our

inspectors.

The Utilities Department has inspected and reviewed the water and sanitary

sewer installations, and hereby requests acceptance of the utility deed.

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

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

on the final plat.

Acceptance of said utility deed shall dedicate, as required, the water and

sanitary sewer mains along with the applicable easements to Augusta,

Georgia for operation and maintenance.

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

system and after the 18-month maintenance warranty by the

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

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

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

**Alternatives:** Approve the deeds of dedication, maintenance agreements, and road

resolutions submitted by the Engineering and Augusta Utilities Departments

for Granite Hill. Section Four. Phase Five.

2. Do not approve and risk litigation.

**Recommendation:** Approve Alternative Number One.

Funds are available in  $\ N/A$ 

the following accounts:

**REVIEWED AND** HM/WC

**APPROVED BY:** 

#### **ENGINEERING DEPARTMENT**

ZaH

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

#### **MEMORANDUM**

To:

Hameed Malik. P.E., PhD

Director of Engineering

Through:

Brett Parsons, Principal Engineer Land Development

From:

Richard A. Holliday, Lead Design Engineer

Date:

June 10, 2024

Subject:

Certificate of Completion

Dedication of Granite Hill, Section Four, Phase Five

File reference: 24-005(A3)

A final inspection has been conducted on the above referenced development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on January 2, 2024. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

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

RAH

Attachment

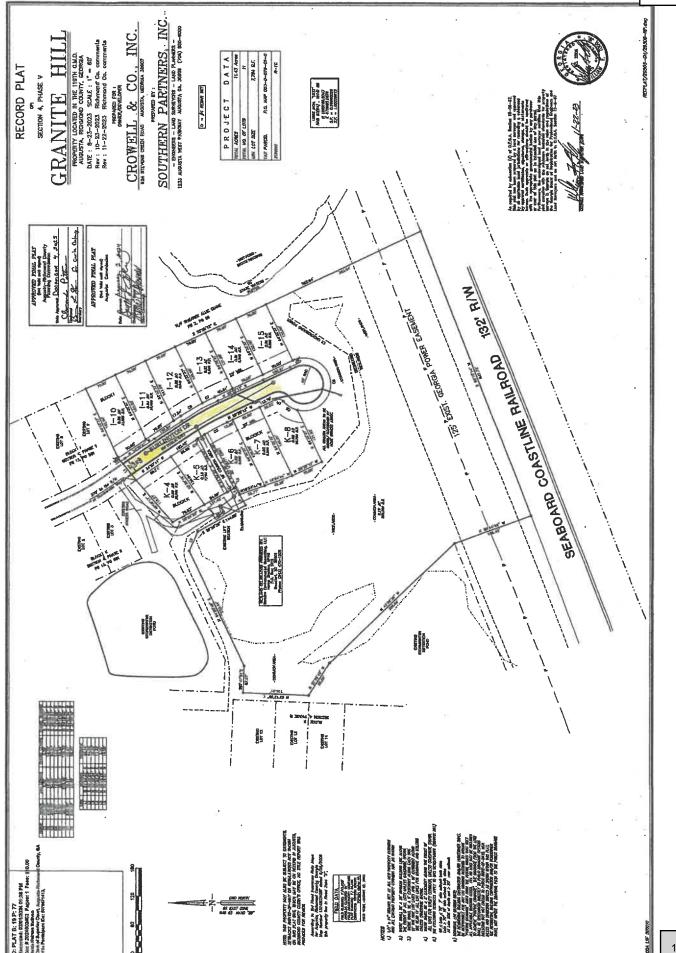
cc:

Walt Corbin, P.E., Engineering Manager

Carla Delaney, Interim Director of Planning and Development

Kevin Boyd, Development Services Manager

File



STATE OF GEORGIA	)
COUNTY OF RICHMOND	)

# DEED OF DEDICATION GRANITE HILL, SECTION FOUR, Phase V (Roads and Storm Sewer System)

THIS INDENTURE, made and entered into this \_\_\_\_\_day of \_\_\_\_\_, by and between **CROWELL & COMPANY**, **INC**, a Georgia limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA**, **GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

#### WITNESSETH:

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

All right, title and interest of the parties of the FIRST PART in and to the storm sewerage system as the same are now located within deeded 60' R/W and existing as shown and delineated on a plat of Burlington Drive, as prepared by William F. Todd, Jr., GA RLS, of Southern Partners Inc., dated August 23, 2023, revised October 23, 2023, and November 22, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Reel 19, Page 77; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

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

#### TOGETHER WITH:

All that lot or parcel of land shown and designated as "Burlington Drive - 60' R/W; on that plat of <u>Granite Hill Section 4 Phase V</u>, as prepared by William F. Todd, Jr., GA RLS, of Southern Partners Inc., dated August 23, 2023, revised October 23, 2023, and November 22, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Reel 19, Page 77, reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

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

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

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

SIGNED, SEALED AND DELIVERED in our presence:

Crowell & Company, Inc.

By:

Mark L. Gilliam

As its: CFO

ACCEPTED BY:

AUGUSTA, GEORGIA

By:

Its: Mayor

Attest:

Its: Clerk of Commission

(SEAL)

Return To: Augusta Engineering Survey Section 452 Walker Street, Suite Augusta, Georgia 30901

STATE OF GEORGIA ) MAINTENANCE AGREEMENT
COUNTY OF RICHMOND ) (Roads and Storm Drainage)
THIS AGREEMENT, entered into this day of, 20, by and
between CROWELL & CO., INC, hereinafter referred to as "Developer," and
AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and
through its Commission, hereinafter referred to as "Augusta."
WHEREAS, Developer requested that Augusta, accept certain roads, storm drains
and appurtenances for, as shown by deed
contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of
Richmond County, Georgia, in Realty Reel, page, and
WHEREAS, the City has adopted a policy requiring the Developer to maintain all
installations laid or installed in the subdivision for a period of eighteen months, which
Augusta accepts by deed;
NOW, THEREFORE, in consideration of the premises, the expense previously
incurred by Developer and the mutual agreements hereinafter set out, IT IS AGREED that:
(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and

appurtenances, respectfully described in the deed contemporaneously tendered herewith to

the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel \_\_\_\_\_, page \_\_\_\_\_.

- (2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.
- (3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.
- (4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.
- (5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.
- (6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

#### (Continued)

SIGNED,	<b>SEALED</b>	<b>AND</b>	DEL	<b>IVER</b>	ED
in our pre	sence:				

Witness

Notary Public, Georgia

(SEAL)



CROWELL & CO., INC.

y: \_\_\_\_\_

Mark L. Gilliam

(SEAL)

As its: CFO

ACCEPTED BY:

AUGUSTA, GEORGIA

By: \_\_\_\_\_\_Garnett L. Johnson

As Its Mayor

Attest:

Lean Bonner
As Its Clerk of Commission
(SEAL)



### Owner's Certification - Granite Hill Section 4 - Phase 5

I certify that the site improvements to be dedicated are complete and in accordance with the approved plans and specifications, that i know of no defects from any cause in the improvements, and that the improvements are free and clear of any encumbrance or liens. This certification will be based on observations of and supervision of construction by me or my representative. I understand that the final plat will not be approved until this certification has been made.

Signature of Owner/Agent

Mark Gilliam

12-1-23

Printed Name of Owner/Agent

Date

924 Stevens Creek Road

**Mailing Address** 

Augusta, GA 30907

City/State/Zip

706-855-1099

**Phone Number** 

Notary Stamp/Signature/Date

OFFICIAL SEAL
KRISTEN Y, LEVINSOHN
NOTARY PUBLIC-GEORGIA
COLUMBIA COUNTY
My Comm, Expires Ca. 20, 2024

Return To: Augusta Engineering Department Survey Section 452 Walker Street Ste. 110 Augusta, Ga 30901

GRANITE HILL, SECTION 4, PHASE V

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

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

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

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

(a)	Points of beginning and ending:
	Beginning at Burlington Drive, Section Three
	Extending Southeast to Cul-De-Sac
(b)	Length of road to nearest 1/100th mile:
	0.08 mile
(c)	Width & type of road surface:
	31 feet from back of curb to back of curb; Type E asphalt
(d)	Right-of-Way:

60 foot

	forward a certified copy of this resolution to: Georgia ection District 2, Post Office Box 8, Tennille, Georgia
Adopted this day of	, 20
ACCEPTED	AUGUSTA, GEORGIA
Witness	By: Garnett L. Johnson As Its Mayor
Notary Public State of Georgia, County of	Attest: Lena Bonner As Its Clerk of Commission
My Commission Expires(Notary Seal)	(SEAL)

#### STATE OF GEORGIA

#### COUNTY OF RICHMOND

#### **DEED OF DEDICATION**

GRANITE HILL, SECTION FOUR, Phase V
[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, CROWELL & CO., INC., a corporation established under the laws of the state of Georgia, hereinafter known as "DEVELOPER", owns a tract of land in Augusta-Richmond County, Georgia, off Gordon Highway (US 78), known as Granite Hill, Section V, Phase Three, and in the building of a housing subdivision on said tract, has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

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

WHEREAS, a final plat, of the above stated subdivision, was prepared by Southern Partners, Inc., dated August 23, 2023, revised October 23, 2023, and November 22, 2023, said plat being recorded as being recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Reel 19, Page 77, to which reference to both is hereby made for a more complete and accurate description as to the land herein described; and

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

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

NOW, THEREFORE, this indenture made this	day of	
2024 between DEVELOPER and AUGUSTA,	-	,7

#### WITNESSETH:

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

Exclusive 20 foot easement(s) in perpetuity over the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned drawings.

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

**DEVELOPER** does further agree that when construction or maintenance is necessary, **AUGUSTA** may dig such trenches in said property, as may be necessary for the project; to pile and store thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

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

DEVELOPER further agrees that no trees or other vegetation that may interfere with the constructing, laying, relaying, replacing, installing, adding, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

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

AND DEVELOPER, its heirs, legal representatives, successors and assigns, will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

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

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Signed, sealed and delivered in the presence of	CROWELL & CO., INC.
Witness Notary Public	By: O. Lamar Crowell, Jr As Its: CEO
State of MAYGIA  County of Ulumbia	Attest: Mark L. Gilliam
My Commission Expires: 05.02.24	As Its: CFO and Secretary
THER CAPELLE	
O TO LO TARL TO	ACCEPTED BY: AUGUSTA, GEORGIA
COUNT THE COUNT THE COUNT OF THE COUNT THE COU	By: Garnett L. Johnson As its Mayor
	Attest:  Clerk of Commission
	(SEAL)

Page 3 of 3

### STATE OF GEORGIA COUNTY OF RICHMOND

#### MAINTENANCE AGREEMENT

GRANITE HILL, SECTION FOUR, Phase V (Water Distribution System and Gravity Sanity Sewer Main)

THIS AGREEMENT, entered into this \_\_\_\_\_day of \_\_\_\_\_\_ 2024, by and between CROWELL & CO., INC., a corporation established under the laws of the state of Georgia, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "AUGUSTA":

#### WITNESSETH

WHEREAS, the DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer main, for the subdivision known as Granite Hill, Section Four, Phase V, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

- (1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer main were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.
- (2) The DEVELOPER agrees to maintain all the installations laid or installed in said subdivision as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.
- (3) The DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivision described in the Deed due to failure or poor workmanship, the DEVELOPER shall be responsible for adequate maintenance and repair.

- (4) In the event of such failure of the improvements, AUGUSTA shall notify the DEVELOPER and set forth in writing the items in need of repair. The DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.
- (5) If, in the event of an emergency, as determined by AUGUSTA, the DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the DEVELOPER'S expense and allow the DEVELOPER time to make the needed repairs.
- (6) In the event the DEVELOPER fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4), then AUGUSTA shall proceed to have the necessary corrective work done, and the DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of all costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.
- (7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.
- (8) In this Agreement, wherever DEVELOPER or AUGUSTA is used, the same shall be construed to include the heirs as well as executors, administrators, successors, legal representatives, and assigns of the same.
- (9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.
  - (10) This agreement shall run with the land.

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

Signed, sealed and delivered in the presence of	CROWELL & CO., INC.
Witness	By: O Lamar Crowell, Jr.
Notary Public	As Its: CEO
State of TWYGIA	Attest: Mark L. Gilliam
County of COLUMBIA	As Its: CFO and Secretary
My Confineston Expires: 05.02.24	110 110. Of O and Sociolary
PUBL OF BURNING	

	EPTED BY: USTA, GEORGIA	
Ву:		
	Garnett L. Johnson	
	As its Mayor	
Attest	•	
	Clerk of Commission	
	(SEAL)	



## July 17, 2024 Minutes

**Department:** N/A

**Presenter:** N/A

**Caption:** Motion to approve the minutes of the Commission Meeting held on June 27,

2024.

N/A

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 

**APPROVED BY:** 



#### **COMMISSION MEETING MINUTES**

Commission Chamber Thursday, June 27, 2024 2:00 PM

#### **PRESENT**

Mayor Garnett Johnson

Commissioner Brandon Garrett

Commissioner Jordan Johnson

Commissioner Bobby Williams

Commissioner Sean Frantom (participates by telephone)

Commissioner Francine Scott

Commissioner Catherine Smith-McKnight

Commissioner Stacy Pulliam

**Commissioner Tony Lewis** 

Commissioner Wayne Guilfoyle

#### **ABSENT**

Commissioner Alvin Mason

#### **INVOCATION**

Reverend Vivian T. Hambrick, Pastor, Live River Baptist Church

# PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA DELEGATION(S)

**A.** Mr. Moses Todd - I Love Augusta, discuss SPLOST 9 City owned Cemeteries capital needs. Presentation is made by Mr. Todd.

#### **CONSENT AGENDA**

 $\setminus$  (Item 1)

#### PETITIONS AND COMMUNICATIONS

2. Motion to approve the minutes of the Commission Regular Meeting held June 18, 2024.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

### \*\*\*\*END CONSENT AGENDA\*\*\*\* AUGUSTA COMMISSION

#### AUGUSTA COMMISSION REGULAR AGENDA

(Items 2-31)

#### **PUBLIC SERVICES**

3. A.N. 24-26 – Existing Location, New Ownership: Retail Package for Beer and Wine, Chirag Patel Applicant for Jay Ambe 1228, LLC doing business as In-N-Out Market located at 1902 Windsor Springs Road. District 6, Super District 10

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

4. A.N. 24-27 – New Location: Retail Package Beer and Wine, Bhavikaben Patel Applicant for Pravti & Yash, Inc. doing business as YP Mini Mart located at 2517 Milledgeville Road. District 2, Super District 9.

Motion to approve.

Motion made by Johnson, Seconded by Guilfoyle.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

5. A.N. 24-28 – Existing Location, New Ownership: Retail Package Liquor, Beer and Wine, Kamal Kumar Applicant for Tall Boys, LLC, located at 3973 Wrightsboro Road. District 3, Super District 10.

Motion to approve.

Motion made by Smith-McKnight, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Mr. Williams out.

Motion carries 8-0.

6. A.N. 24-29 - New Location: Consumption on Premises Liquor, Beer and Wine, Michael Schepis Applicant for Red Lion Bar & Grill located at 1936 Walton Way. District 1, Super District 9.

Motion to approve.

Motion made by Johnson, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

210

Mr. Williams out.

Motion carries 8-0.

7. Motion to Approve Change Order No. 3 to Contract with RW Allen Construction, LLC for Fuel Farm Improvements in the amount of \$35,617.99. Approved by the Augusta Aviation Commission on May 23, 2024. (23BFA132)

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

8. Motion to approve RFQ award for RFQ #24-142 2024 Zoning Ordinance Update to White & Smith, LLC pending execution of contract.

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

#### **ADMINISTRATIVE SERVICES**

9. Receive as information the emergency request for the replacement of the HVAC controls system located at the Richmond County Sheriff's Office in the amount of \$35,994.00 by Trane Company.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

10. Receive as information the emergency request for the repairs of several HVAC units located at the Municipal Building in the amount of \$49,605.00 by Trane Company.

Motion to approve.

Motion made by Garrett, Seconded by Johnson.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle Mr. Williams out.

Motion carries 8-0.

11. Motion to amend Ordinance Code of Augusta Georgia, Title One, Chapter Seven, Article Four, Section 1-7-51 by repealing Section 500.305 of the PPPM related to Red Circle Rate with second reading waived; and to adopt a new Red Circle Rate Policy authorizing employees to receive Cost-Of-Living increases when employees are above the maximum of their salary grade, to become effective upon its approval, waiving any Augusta-Richmond County, Georgia ordinances in conflict with this policy/action for the this instance only; and for other purposes

Item 22.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

12. Receive as information the emergency request for the replacement of the fuel supply pump and fuel clean-up for the power generator at E911 Emergency Services Department in the amount of \$52,172.00 by Georgia Power.

As a companion item with the emergency generator fuel supply pump replacement and fuel clean-up, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$52,172.00 from the E911 Fund Balance to the 2024 E911 operating budget. The fund balance usage for the generator fuel supply pump replacement is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

13. Motion to **approve** bid #24-183 for the purchase of one 2025 Tandem Dump Truck, at a total cost of \$164,501 from Peterbilt of Augusta, GA for the Utilities Department – Construction and Maintenance Division.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

#### **ENGINEERING SERVICES**

14. Approve a contract with ISM to install and maintain rainfall and water level monitoring equipment (RFQ 18-132)

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

15. Approve Hypochlorite Generator Service Agreement as a sole source procurement.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

16. Approve professional services with ISM to provide technical services to support AMI infrastructure. \$309,120.00 (RFQ 18-132)

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle Mr. Williams out.

Motion carries 8-0.

17. Approve a sole source contract to Industrial Scientific Corporation for confined Gas Monitoring Services at an annual cost of \$11,745.40 – Contract is for 4 years (48 months) at a total cost of \$47,013.60.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle Mr. Williams out.

Motion carries 8-0.

18. Approve Landscape Maintenance Agreement for Water Plants. The term of the award is to begin at the notice of award and will expire on 5/1/25. (ITB 24-209)

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle Mr. Williams out.

Motion carries 8-0.

19. Approve a contract with Janus Research to evaluate Automated Metering Infrastructure Technology as a sole source procurement in the amount of \$457,339.39.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle Mr. Williams out.

Motion carries 8-0.

20. Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase I.

Motion to approve.

Motion made by Johnson, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle Mr. Williams out.

Motion carries 8-0.

21. Approve RFQ #24-132 Selection of Engineering Firms for the Engineering Consultants Roster. Award will be for five (5) years, based upon continued satisfactory performance by the firms.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle Mr. Williams out.

Motion carries 8-0.

22. Approve the sole source purchase from Utilicom Supply for traffic signal replacement parts. Approve funds in the amount of \$35,478.81. Requested by the Augusta Engineering & Solid Waste Department.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

23. Motion to award Bid Item #24-184 Exterior Stucco Repairs at Fire Station 5 & Fire Station 11 to Contract Management Inc. and authorize the mayor to sign all appropriate documentation.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle Mr. Williams out.

Motion carries 8-0.

#### **FINANCE**

24. Motion to approve funding of operating, capital & encumbrance carryovers.

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle Mr. Williams out.

Motion carries 8-0.

25. Approve resolution authorizing the issuance of \$80 million in bonds and the refunding of the Water and Sewer Bonds Series 2012 for Water and Sewer Capital Projects.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

#### **PUBLIC SAFETY**

26. Motion to Approve Bid Item 24-189 Disposal of Forfeited or Abandoned Firearms for the Sheriff's Office to Century Arms in the amount of \$267,518.00.

Motion to approve.

Motion made by Johnson, Seconded by Scott.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

27. Motion to approve acceptance of the CACJ FY25 Adult Felony Drug Court, Veterans Court, and Mental Health Court Operating Grant in the amount of \$624,552 with a \$110,215 match amount.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

28. Motion to Approve FY25 CJCC Grant Funds for State Court DUI & Veterans Court.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

29. Receive the current Citywide Information Technology Policies & Procedures as information.

Motion to approve.

Motion made by Garrett, Seconded by Guilfoyle.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Guilfoyle

Mr. Williams and Mr. Lewis out.

Motion carries 7-0.

30. Approve Insurance Policy for Augusta's Land Mobile Radio System

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

31. Motion to approve the renewal of existing maintenance contract for software related to wireless communication equipment. This is a state contract. State Contract 99999-SPD-T201205501-0006.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Item 22.

Voting Yea: Garrett, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams out.

Motion carries 8-0.

#### **LEGAL MEETING**

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

Motion to approve.

Motion made by Garrett, Seconded by Johnson.

Voting Yea: Garrett, Johnson, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Mr. Williams and Mr. Frantom out.

Motion carries 7-0.

#### ADDENDUM ITEMS

1. Motion to approve going into a legal meeting for the discussion of pending and potential litigation.

It was the consensus of the Commission that this item be added to the agenda without objection.

Motion made by Smith-McKnight, Seconded by Johnson.

Voting Yea: Garrett, Johnson, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle, Williams

Mr. Frantom out.

Motion carries 8-0.

2. Motion to amend Ordinance Code of Augusta, Georgia, Article One, Chapter 10B by repealing all Sections with the second reading waived; and to adopt a new Local Small Business Program Code to become effective upon approval. Also add Chapter 10C the Minority and Women Business Enterprise (M/WBE) Ordinance to include a protest provision. (Requested by Commissioner Francine Scott)

Consent was not given to add this item to the agenda; the item is to be referred to the next committee meeting.

3. Motion to give city employees a day off on July 5<sup>th</sup> as a mental health day. (Requested by Commissioner Jordan Johnson)

Consent was not given to add this item to the agenda.

#### **CALLED MEETING**

#### COMMISSION CHAMBER July 9, 2024

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, July 9, 2024, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis, Guilfoyle, members of Augusta Richmond County Commission.

ABSENT: Hons. Williams and Mason, members of Augusta Richmond County Commission.

Mr. Mayor: Good morning, everybody. Welcome to this session of the Augusta Richmond County committee cycle and legal. Madam Clerk, I call this meeting to order. Attorney Brown.

#### 1. LEGAL MEETING

- A. Pending and potential litigation
- B. Real estate
- C. Personnel

Mr. Brown: Good morning, Mayor Johnson and commissioners. We request a motion to go into executive session for the discussion of pending or potential litigation, personnel and real estate.

Ms. McKnight: Motion to approve.

Mr. Garrett: Second.

Mr. Mayor: Madam Clerk, I have a motion and a second. We're voting.

### Mr. Frantom and Mr. Lewis out. Motion carries 7-0.

Mr. Mayor: Thank you, Madam Clerk. We are now in executive session. Thank you.

#### [EXECUTIVE SESSION]

Mr. Mayor: Ladies and gentlemen, I appreciate your patience. Madam Clerk, I call this meeting back to order. Attorney Brown.

2. Motion to approve the execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

Mr. Brown: Thank you, Mayor Johnson. We would request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Mr. Garrett: Second.

Mr. Mayor: All right, there's a motion and a second. Madam Clerk, we're voting.

Mr. Garrett votes No. Motion carries 8-1.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, are there any motions that are a result of executive session?

Mr. Brown: Yes, sir, Mayor Johnson. We request a motion to approve, to adopt a Resolution authorizing the settlement of all claims by David Yancey in the aggregate amount of \$40,000 payable as follows: David Yancey and Hodgins Kiber as his attorney and further authorizing the Administrator to disburse that amount of \$40,000 waiving Augusta, Georgia Code of Ordinance sections in conflict for this instance only and for other purposes.

Mr. Garrett: So moved.

Mr. Mayor: There's a motion. Is there a second?

Mr. Frantom: Second.

Mr. Mayor: And there's a second. Madam Clerk, we're voting.

Motion carries 9-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown.

Mr. Brown: Thank you, Mayor Johnson. We request to adopt a Resolution authorizing the settlement of all claims by Kelly McClendon in the aggregate amount of \$60,000 payable as follows: to Kelly McClendon and Bryan S. Hawkins Law Firm as her attorney further authorizing the Administrator to disburse the amount of \$60,000 waiving Augusta's Code of Ordinances sections in conflict for this instance only and for other purposes.

Mr. Garrett: So moved.

Ms. Scott: Second.

Mr. Mayor: All right, that's a motion and a second by the commissioner from the 9<sup>th</sup>. Madam Clerk, we're voting.

Motion carries 9-0.

Mr. Mayor: All right, Attorney Brown, are there additional motions?

Mr. Brown: Yes, sir, Mayor Johnson. We request a motion to approve hiring of Elizabeth Kenkow of Augusta as Augusta Engineering Assets Management Program Data Analyst in the Engineering and Environmental Services Department at a salary of \$60,000 and the customary benefits provided Augusta employees with an effective date of August 17, 2024.

Ms. McKnight: Motion to approve.

Mr. Garrett: Second.

Mr. Mayor: There's a motion and a second. Madam Clerk, we're voting.

Mr. Johnson out. Motion carries 8-0.

Mr. Mayor: All right, Attorney Brown, does that conclude our motions for today?

Mr. Brown: Yes, it does, Mayor Johnson.

Mr. Mayor: Thank you, sir. I hereby close out this executive session. Just to take a few minutes for a point of privilege. We have been granted the ability to have very fresh blueberries on behalf of the former commissioners I Love Augusta and the Pecan Barn. July 8 yesterday was national blueberry day so I highly encourage everybody to go out and support local farmers in Blythe, Georgia. Please support these farmers and I see we also have some unusual guests. I think you guys are part of Code Enforcement. Stand up and let us give you a round of applause for everything you do. We appreciate you and the work that you do. Madam Clerk, with that said we're going to turn this over to the committees.

#### [MEETING ADJOURNED]

Lena J. Bonner Clerk of Commission

#### CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on July 9, 2024.

Clerk of Commission	

Item 22.



#### **Commission Meeting**

July 17, 2024

Amendment to Local Small Business Opportunity Program and Minority and Women Owned Business Enterprise Ordinance

**Department:** Compliance

**Presenter:** Phyllis Johnson

Caption: Motion to amend Ordinance Code of Augusta, Georgia, Article

One, Chapter 10B by repealing all Sections with the second reading waived; and to adopt a new Local Small Business Program Code to become effective upon approval. Also add Chapter 10C the Minority and Women Business Enterprise (M/WBE) Ordinance to include a protest provision. (No

recommendation from Administrative Services Committee

July 9, 2024)

**Background:** On May 3, 2022, the Commission approved the Disparity Study

and findings as reported by Griffin and Strong. As to the Local Small Business Opportunity Program it will become the Local Small Business Program and the M/WBE Program will be

added.

**Analysis:** To ensure that the recommendations are approved by the

Commission are fully executed, the Commission must vote to repeal the current Chapter 10B that covers the Local Small Business Opportunity Program and add Chapter 10C the M/WBE Program so that the new policies control. Further the Commission should adopt an effective date for the new policy.

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** Approve motion to amend Ordinance Code of Augusta, GA

Article One, Chapter 10B Local Small Business Opportunity Program and add Chapter 10C Minority and Women Business

Enterprise Program.

Funds are available in N/A the following accounts:

**REVIEWED AND APPROVED BY:** 

N/A

### Chapter 10B

# LOCAL SMALL BUSINESS-OPPORTUNITY PROGRAM

Sec. 1-10-122. Title.

Augusta, Georgia Local Small Business Opportunities Program ("LSBOP").

Sec. 1-10-123. Objective.

Augusta, Georgia is firmly committed to the principles of equal opportunity and in keeping with these principles, hereby sets forth a program and establishes a mechanism for developing, approving, and implementing procedures by which local small business enterprises shall be identified, informed and educated regarding opportunities for supplying goods, general services, and construction services required by Augusta, Georgia, and providing for objectives for bidders to incorporate the use of Local Small-Businesses as commercially useful sub-contractors, thereby promoting balanced economic and community growth throughout Augusta, Georgia. The LSBOPis a race and genderneutral program intended to provide Local Small Businesses opportunities to perform as Prime Contractors on City contracts, provide encouragement for bidders to incorporate the use of local small businesses as commercially useful Subcontractors, and promote balanced economic and community growth throughout Augusta, Georgia.

Sec. 1-10-124. Policy, intent and purpose.

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Commented [VJ1]: In agreement between the Compliance, Procurement and Legal Departments, the name will be amended to reflect the "Local Small Business Program (LSBP)". (a) Policy. It is the policy of Augusta, Georgia that all necessary and reasonable steps shall be taken to ensure that local small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts funded by or through the Augusta, Georgia governing authority. Further, the Augusta, Georgia Commission has determined as a means to ensure full economic participation by small local business that a mechanism for developing, approving and implementing a LSBOP is required.

Augusta, Georgia has established the LSBOP to promote opportunities for registered Local Small Business to participate in Augusta, Georgia's contracting and procurement activities by providing opportunities for Local Small Businesses to perform as Prime Contractors on certain City contracts and by requiring encouraging contractors to utilize registered Local Small Businesses to perform commercially useful functions to the maximum extent possible and as economically feasible, as partners or subcontractors for service delivery or as suppliers of various goods required in the performance of a contract. This LSBOP is in addition to and shall not supplant the Local Preference of Code § 1-10-6.

(b) Intent and Purpose. The Augusta, Georgia Local Small Business Opportunity Program is established to encourage equal opportunity, diversity, and equity in Augusta, Georgia's contracting and procurement activities. In a race and gender neutral manner, the Program will promote fair and equal opportunities for all local small businesses. It is specifically intended that the encouragement of local small

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businesses will allow for the development and growth of such businesses to increase competition for construction and procurement opportunities.

(1) It is the intent and purpose of this Program to encourage equal-opportunity in Augusta, Georgia's contracting and procurement, to increase utilization of Local Small Businesses in City procurement, and to increase capacity of Local Small Businesses to compete for City contracts and to eliminate discrimination and the effects of past discrimination therein.

- (2) It is also the intent and purpose of this Program to encourage the use of the Local Small Business Opportunity Program, which will have the benefit to Augusta, Georgia of assisting the local economy with job formation while remedying the discrimination against minority owned business enterprises in the Augusta, Georgia contracts and procurement in a race and gender neutral manner.
- (3) It is also the intent and purpose of the LSBOP to develop evidence relevant to whether future race and gender conscious programs are necessary to remediate the effects of past or current discrimination, as required by applicable laws.

#### Sec. 1-10-125. Definitions.

(a) Generally. Those definitions set forth in Chapter 10 of this Code shall also apply to Chapter 10B, except as provided in this section.

# (b) Specifically.

- (4) Citizen's Small Business Advisory Board (CSBAB). Is a council to advise the Commission and the Director of minority and small business opportunities of matters pertaining to the LSBOP, and to meet with small businesses to review and advise as to the issues in program administration. See Ga. Laws 1995, p. 3648, § 14(d) (hereinafter Consolidation Act).
- (2) Commercially Useful Function. For the purpose of 4 of 43

determining whether a registered Local Small Business is performing a commercially useful function, Director of minority and small business opportunities shall consider all of the facts in the record, viewed as a whole, including without limitation the following:

- (i) A Local Small Business performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- (ii) To perform a commercially useful function, the Local Small Business must be responsible, with respect to material and supplies used on the contract or sub-contract for which it is engaged, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
- (iii) A Local Small Business does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Local Small Business participation. In determining whether a Local Small Business is such an extra participant, the Director of minority and small business opportunities will examine similar

transactions, particularly those in which Local Small-Businesses do not participate.

- (3) Director of minority and small-business opportunities. The person designated by the Commission "to serve as equal employment opportunity director and as director of minority and small business opportunities" in accordance with § 14(c) of the Consolidation Act.
- (4) Good Faith Efforts. Techniques used by a bidder/proposer to seek Local Small Businesses to participate as a subcontractor or supplier required to fulfill the bid/proposal request for participation. Such good faith efforts of a bidder/proposer include, but are not necessarily limited to, the following actions:
  - (i) Including qualified local small businesses in the prime contractor's solicitations for subcontractors and suppliers.
  - (ii) Assuring that local small businesses are solicited whenever such business enterprises can perform a commercially useful function.
  - feasible, into smaller tasks or quantities to permit maximum participation of local small businesses.
  - (iv) Establishing delivery schedules, where the requirements of the prime contract permit, which encourage participation of local small businesses.

- (v) Using the services and the assistance of the Director of minority and small business opportunities in the identification of qualified local small business and negotiating subcontracts and supply contracts with such enterprises.
- (vi) Requiring each first tier subcontractor to take the affirmative steps outlined in sub-paragraphs 1 through 5 above with respect to the identification and usage of second or third tier sub-contractors.
- Placing notices of opportunities for qualified local small business to perform subcontracting work on the eligible project in newspapers, trade journals, and other relevant publications, including publications specifically targeted to local small businesses, or communicating such notices of opportunities via the Internet or by other available media or means.
- (viii) Designating portions of the work for local small businesses subcontracting in trades with available local small business subcontractors.
- (ix) Providing a minimum of five (5) days notice to local small businesses when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

- (5) Gross Receipts. Total income or, in the case of sole proprietorship gross income, plus "cost of goods sold" as these terms are defined or reported on Internal Revenue Service (IRS) Federal tax return forms; Form 1120 for corporations; Form 1120S for Subchapter S corporations; Form 1065 for partnerships; and Form 1040, Schedule F for farm or Schedule C for sole proprietorships.
- (6) Joint Venture. An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge.
- (7) Local Small Business. A corporation, sole proprietorship, partnership or other business organization that meets the requirements for registration as such with Augusta, Georgia in accordance with Section 1-10-128 of this Code.
- (8) Monthly Utilization Report or MUR. A memorialization by a prime contractor of all subcontracting and Local Small Business participation utilized on a contract. Contractors/vendors are required to submit the Monthly Utilization Reports on all subcontracting participation to the Director of minority and small business opportunities.
- (9) Non Discrimination Statement. Written affirmation made by a bidder relating to the bidder's conduct prior

to submission of a bid as well as after award of a contract that the bidder agrees to:

- (i) Follow the policies of Augusta, Georgia relating to the participation of local small businesses.
- (ii) Undertake certain measures to ensure the maximum practicable participation by local small businesses; and
- (iii) Not engage in discriminatory conduct against local small businesses inconsistent with this Policy.
- individual owner, after total liabilities are deducted must not exceed one million, two hundred and fiftyseven hundred and fifty thousand dollars (\$7501,250,000). An individual's Personal Net Worth does not include the individual's ownership interest and the individual's equity in his or her primary place of residence. An individual's Personal Net Worth includes his or her share of assets held jointly with the individual's spouse. Property held by the entireties is deemed to be owned equally by the spouse.
- (III) Prime Contractor. A person or firm who is awarded a contract from Augusta, Georgia for provision of goods or services and has the primary responsibility for performance of the contract. The Prime Contractor may subcontract portions of the work required to Subcontractors, as indicated in the bid or solicitation

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documents.

- registered by the Director of minority and small business opportunities, providing goods or services, which has its principal office and place of doing business in AugustaRichmond County, Georgia; with three (3) year average gross annual receipts being not more than one two and one half million dollars (\$12,500,000); and whose owners meet the personal net worth threshold, all as defined herein. The term Local Small Business shall also include a manufacturer with seventy five (75) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues.
- (13) Schedule of local small business participation. Written data sheet which is a required submittal for a bid or proposal that lists proposed local small business subcontractors and the estimated value of proposed sub-contracts.

Sec. 1-10-126. Application; effective date.

Except as otherwise provided, this ordinance shall apply to all bids, proposals, contracts, expenditures and purchases commenced by Augusta, Georgia except sole source or emergency procurements and certain federally funded projects as provided herein. The effective date of this ordinance shall be the date it is approved by the Augusta, Georgia Commission.

Sec. 1-10-127. Program administration.

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Commented [TMM2]: Registration section 1-10-128(a)(3) says Richmond County. Needs to be consistent.

- Opportunities Program. The Director of minority and small business opportunities shall have the primary responsibility to assure that the LSBOP is effectively and equitably carried out in Augusta, Georgia. Other Augusta, Georgia officials, the Procurement Director, Department Directors and management personnel shall give their full cooperation towards the implementation of the LSBOP.
- (b) Program. The LSBOP administration consists of performing vendor registration, education and outreach, and review of bid and proposal documents. Specifically, the program shall consist of:
  - (1) Developing and administering local small business registration-criteria and procedures.
  - (2) Establishing and maintaining a directory available to the public of registered local small businesses capable of supplying the type and quality of equipment, supplies, general services, construction, and professional services required by Augusta, Georgia.
  - (3) Regularly seeking out and registering new local small businesses to bid on Augusta, Georgia purchases and solicitations.
  - (4) Notifying vendors of their registration status and advising non registered parties of their right to appeal the denial of registration which shall be filed with the

- Director of minority and small business opportunities within five (5) days of receipt of such notice.
- (5) Developing annual forecasts and periodically updating same based on a review of anticipated purchases and registered local small businesses.
- Monitoring and reporting on legislative and judicial actions relevant to local, small business interests.
- (7) Reviewing specifications and bid documents with the Procurement Department to ensure maximum opportunities for registered local small businesses to compete on an equal basis for contracting opportunities and to perform commercially useful functions.
- (8) Convening and/or participating in information sessions with local small businesses regarding bid requirements and contract performance.
- (9) Providing technical assistance, conducting seminars, visiting vendors, and performing other outreach services to encourage and increase participation in Augusta, Georgia's bidding process by local small businesses.
- (10) Exploring and developing other means of expanding the program, and attracting and increasing local small business participation including joint efforts with other governmental agencies and authorities.

- (11) Refer local small businesses to third party development assistance providers when appropriate for bonding, financial and technical assistance.
- (12) Attend pre-bid, pre-qualification or pre-proposal conferences to provide information on the LSBOP.
- (13) Preparing and presenting an annual LSBOP report to the Augusta, Georgia Commission.
- (14) Assist prime contractors and other potential bidders in identifying and contacting local small businesses.
- (15) Develop outreach programs specifically targeted to educate local small businesses about the LSBOP.
- The Director of minority and small business opportunities shall work with User Departments to determine whether a particular contract or project, which is eligible for the LSB sheltered market program, should be included in the program.set contracting goals for each project over \$100,000 to include those with subcontracting and/or supplier possibilities. The Director of minority and small business opportunities and User Departments shall have the authority to reduce or eliminate such local small business goals on a projectexclude an otherwise eligible contract or project from the sheltered market program based on the type of contract, the type of subcontracting work that will be required, and the availability of Llocal sSmall bBusinesses.

- (17) At Risk Management Construction Project Prime bidders will also be subject to the contract goals for subcontractors.
- (18) Augusta, Georgia shall indicate goals for local small businesses in Project Specific solicitations over \$100,000 to provide opportunities for local small business participation.
- (19) Where a bid provides a goal for local small business participation, the Director of minority and small business opportunities and User Department shall recommend a bidder be awarded a contract only where the bidder has demonstrated Good Faith Efforts to meet the designated goals.
- (20) Notify all registered vendors of formal bid opportunities through direct solicitation or public advertisement, including information on the LSBOP.
- Work with project managers or user agencies to divide larger projects into smaller projects or contracts when commercially appropriate, in order to create more opportunities for local small businesses to participate in contracts let by Augusta, Georgia.
- (22) Provide data and technical assistance to support the outreach efforts of the LSBOP as necessary and appropriate.
- (23)—Ensure specifications are open and competitive.

- (24) The Director of minority and small business opportunities, the Using Agency and the Finance Director, may make special provision for progress payments as deemed reasonable to assist local small businesses to carry out the terms of a contract.
- (25) When a local small business is awarded a contract with Augusta, Georgia, the Procurement Director may furnish written confirmation of the same, providing the terms of the contract which may be used by the local small business in negotiating lines of credit with lending institutions.
- (e) Evaluation of the Local Small Business Opportunity Program. The LSBOP shall be evaluated on an annual basis. Each annual report shall be compiled by the Director of minority and small business opportunities and shall compare the fiscal year ending with the previous fiscal year. Evaluation of the program may include:
  - (1) Number of local small business firms registered;
  - (2) Training and technical assistance offered to local small businesses;
  - (3) Dissemination of LSBOP information at pre-bid conferences; and

(4) Evaluation of the effectiveness of the local small business in relation to the achievement of Augusta, Georgia's goals set forth under this policy, including the utilization of local small businesses on contracts.

## Sec. 1-10-128. Registration and certification procedures.

- (a) Registration Criteria; acceptance of certification by other governmental agencies. The LSBOP requires prior registration or evidence of current certification by other governmental agencies Local Small Business in order to count the participation of that toward program goals. Eligibility requirements for registration are:
  - (1) Certification as to small business status may be accepted from other local governmental, state or federal agencies that apply criteria substantially similar to that imposed by this ordinance.
  - (2) Applicant firm must complete an appropriate application form obtained from the Director of minority and small business opportunities and must qualify as a local small business, as the term is defined in this Article as to principle place of business, gross annual receipts and personal net worth thresholds.
  - (3) Applicant firm must have its principal place of business located within the geographic limits of Richmond County. A location utilized solely as a post office box, mailbox, mail drop, virtual office, telephone message center, or any combination thereof, with no substantial

work function, shall not be deemed to be a significant local presence sufficient to qualify as a local small business.

- (4) Applicant firm must possess a valid Augusta, Georgia business license for six (6) months prior to submitting their LSBOP registration application;
- The firm's three (3) year average annual gross receipts, as defined herein, must not exceed \$1.5two and one half million (\$12,500,000) in annual gross receipts; the annual gross receipts limitation shall not apply to manufacturers with seventy-five (75) employees or less or wholesalers with fifty (50) employees or less.
- (6) Applicant firm owner must be a citizen or lawfully admitted permanent resident of the United States;
- (7) Applicant firm must be a business, including a sole proprietorship, partnership, corporations, limited liability company, or any other business or professional entity:
  - which is at least fifty one (51) percent owned by one (1) or more of the applicant individuals identified, and the ownership must have been in existence for one (1) year or more; and

- in the case of a publicly owned business, at least fifty one (51) percent of all classes of stock which is owned by one (1) or more of such persons, each of whom meets the net worth criteria as defined herein.
- No individual owner of an applicant firm, or if a sole proprietorship or partnership the individuals themselves, may have a personal net worth that exceeds \$7501,250,000, as that term is defined in this Article.
- (9) No local small business shall be registered on the basis of the race or gender of its ownership regime.
- (b) Renewal of Registration. Local small business registration is valid for a twothree year period beginning on the date Augusta, Georgia registers the business. To re-apply, Upon written submission of evidence of continuing eligibility a local small business must submit a new application and evidence of continuing eligibility will remain registered with the City for an additional two years.

It is the responsibility of the local small business to notify the Director of minority and small business opportunities of any change in its circumstances affecting its continued eligibility for the program. Failure to do so may result in the firm's de registration and preclusion from future participation in the LSBOP;

(1) A Local Small Business that no longer meets registration criteria shall not be re-registered by the

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Director of minority and small business opportunities;

- (2) Firms that have been denied registration or reregistration may protest the denial as follows:
  - (i) Within five (5) days of receipt of denial of registration or re-registration, the firm may protest such action in writing to the Director of minority and small business opportunities. Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.
  - A hearing shall be held by Augusta, Georgia Administrator (or his or her designee) at which time the firm may present additional facts and evidence in support of its eligibility. Augusta, Georgia Administrator (or his or her designee) shall control all aspects of the hearing, including scheduling, conduct, witnesses, and evidence, and may request the attendance of witnesses and production of particular documents.
  - (iii) Augusta, Georgia Administrator shall send written notice of the decision to the firm within thirty (30) days of the hearing.
  - (iv) A firm found to be ineligible cannot apply for registration or re-registration for a period of one year after the effective date of the final decision.

(e) Limitations. Notwithstanding any other provision of this program except on a finding of good cause by Augusta, Georgia, a registered local small business is no longer eligible to participate in the LSBOP after being enrolled for ten (10) consecutive years regardless of whether the firm received contracts or prime contracts under the program. If a firm has been released from the program before graduation as a result of exceeding the LSBOP thresholds, it will still be eligible to receive contracts from Augusta, but such participation will not be counted toward the LSBOP goal of identifying and employing local small businesses to the greatest extent possible.

In determining whether a good cause exists for a firm to continue participation beyond ten (10) consecutive years, Augusta may review all relevant factors such as amount of business previously received by the firm, and capability of other small firms to provide goods and services, impact on a potential contract opportunity for other local businesses to compete. In no event shall a firm's participation in the program extend beyond fifteen (15) years.

Participation or registration as a local small business in the LSBOP shall not preclude a registered firm from competing for a prime contract with Augusta, Georgia on the same basis as other prime contractors or suppliers.

(d) Graduation. Augusta, Georgia shall graduate a local small business from eligibility as a local small business. The local small business will be graduated from local small business if

# any one of the following occurs:

- The local small business' gross revenues in each of the previous consecutive three(3) years exceed an average of \$21.5 million;
- (2) The net worth of any owner of a local small business exceeds an average of \$1,2750,000 for each of the previous consecutive three (3) years, exclusive of principal residence and the value of the local small business; or
- (3) The local small business has participated in the LSBOP for ten (10) years and Augusta, Georgia has not approved an extension of participation based on good cause.

# Sec. 1-10-129. Local small business opportunities <u>Sheltered</u> <u>Market program participation</u>.

- (a) Sealed Bids, Sealed Proposals, Professional Services And Other Major Purchasing. The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:
  - (1)— Bid conditions, requests for proposals, and all other specifications—for contracts awarded by Augusta,

Georgia will require that, where subcontracting goal is

utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

- Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no subcontracting opportunities, bidder shall so indicate on the appropriate form.
- For all such contracts, the Procurement Department will provide the Director of minority and small business opportunities with a copy of the invitation to bid or bid specifications including scope of work. The Director of minority and small business opportunities will identify the existence of registered local small businesses which are qualified to submit bids as prime contractors.
- (4) The Director of minority and small business opportunities shall identify subcontracting opportunities and shall make available trade specific

lists of registered local small-businesses to potential prime contractors. Prime contractors are encouraged to form Joint Ventures with local small businesses to perform major contracts, particularly in the areas of construction and professional services.

- (5) Within thirty (30) days of the adoption of this Ordinance, the Procurement Department will include a copy of this ordinance in each bid or proposal package or shall publish and make available an internet link at which the LSBOP Ordinance and related forms may be found on the official website of Augusta, Georgia.
- (6) All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements or forms, which shall be made available by the Procurement Department.
  - Non-Discrimination Statement which shall affirm the bidder's:

    (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses; and (c) agreement not to engage in discriminatory conduct of any type.
  - (ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.
  - (iii) Documentation of Good Faith Efforts to use local

small businesses.

Failure to submit the above documentation shall result in the bid or proposal being declared non-responsive.

- (7) Before advertising and soliciting bids, the Director of minority and small business opportunities and using department will assess if large contracts can be segmented into multiple contracts. Methods to be considered include:
  - (i) The term of a contract may be shortened that results in a dual effect; the reduction of quantity required, and the risk inherent in guaranteeing prices over a longer period of time.
  - Work to be performed may be grouped according to geographic location within Augusta, Georgia.
- When the Solicitation bid document contains a local small business goal, each Bidder must either: meet the local small business goal or comply with the Good Faith Effort requirement set for in section 1-10-125(b)(4). Failure to do so constitutes grounds for rejecting the Bid.
- (9) When the Solicitation bid document does not contain a local small business goal, each bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord.
- (10) Self-Performance. Self performance does not exempt 27 of 43

Bidders from the LSBOP requirements unless the self performer is a qualified and registered local small business. Bidders that do not meet the local small businesses goal and desire to self perform all or part of the construction contract must nevertheless demonstrate that they complied with the Good Faith Efforts requirements as set forth in section 1-10-125(b)(4).

(a)Projects in certain dollar thresholds may be made available for Bid/award only to Local Small Businesses (LSBs) under a sheltered market program. The designation of the projects as eligible is a discretionary decision by the Director of minority and small business opportunities, in consultation with the User Department, and is based primarily on confirmation of availability—i.e., there is a reasonable expectation that there will be at least three (3) responsible and responsive bids by certified LSBs and that the award will be made at a fair market price/value.

Contracts in Construction, Professional Services, General Services, and Goods/Supplies valued under \$100,000 are eligible for designation or inclusion in the sheltered market program.

The purpose of this policy is to increase opportunities for LSBs to perform as Prime Contractors on City projects/contracts, growing capacity and gaining valuable experience. Therefore, LSBs must commit to self-performing a significant percentage of the contracted work (a minimum of 50 percent), limiting its ability to subcontract the work.

(b) Departmental Purchase Requirements (All Formal Bids over 28 of 43

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## Departments shall:

- (1) Establish Project Specific Goals on all projects \$100,000 and above.
- (2) Submit the scope of work and cost estimate evaluations to the Director of minority and small business opportunities so appropriate local small business subcontracting goals may be determined.

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- (3) Assist the Director of minority and small business opportunities with setting Project Specific Goals.
- (4) Assist in identification of available local small businesses.
- (5) Gather and maintain data for those contracts which they manage.
- (6) Submit subcontracting data to the Director of minority and small business opportunities within fourteen (14) days of progress payments and thirty (30) days of contract closeout.
- (7) Submit to the Director of minority and small business opportunities, on or before the beginning of each Fiscal year, the Department's annual list of projects, listing all upcoming projects, estimating the probable monetary value, and stating the projected bid advertisement date.
- (8) Indicate goals for local small businesses in solicitations for contracts that provide opportunities for local small business participation.
- (9) Work with User Departments to monitor contracts to facilitate prompt payments to local small business and to be in compliance with Project Specific Goals and commitments.
- (10) Track and report statistics regarding the effectiveness of the LSBOP, as measured by a review of data indicating prime and subcontractor spending with local small business, as required by the policies and procedures.

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Formatted: Indent: Left: 0.58", Hanging: 0.5", Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1" Methodology for Setting Local Small Business Project
Specific Goals. The Director of minority and small business opportunities in consultation with User Department shall establish a local small business goal for all contracts through rules and guidelines for the implementation of the LSBOP. Such methodology shall take into account the reasonably known availability of subcontracting opportunities that local small businesses can perform on each contract. Local small business goals should be calculated based upon specific contracting, subcontracting, and/or supplier opportunity and the availability of local small business registered in Augusta, Georgia's directory. For federally funded projects, this will be achieved by applying the Federal Guidelines for setting Goals 49 CFR Parts 26-45.

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(d) Post Contract Award Requirements. The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

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contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that: (a) The

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(2) Exceptions. A contractor shall not be deemed in violation of this Program for failure to meet the committed local small business goal to the extent such failure is directly attributable to:

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(i) Augusta, Georgia reducing the scope of a contract so as to eliminate or reduce work that was going to be performed by local small businesses (whether through a change order, contract amendment, force account or otherwise):

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from the project, if the contract demonstrates that such withdrawal was beyond the contractor's reasonable control, so long as the contractor complied with the Good Faith Efforts to replace the local small business with another local small business; or

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(iii) Termination or reduction in the work of a local

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small business, if the contractor demonstrates that such termination was consistent with the terms of this Program, and that the contractor complied with the Good Faith Efforts to replace the local small business with another local small business.

contractors have an ongoing, affirmative obligation to ensure that local small businesses performing on the contract are performing a Commercially Useful Function. A contractor shall be in violation of the LSBOP and in breach of its contract if it lists a local small business to receive credit toward a committed local small business goal with knowledge that the local small business will be acting as a conduit or will otherwise not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the contractor will be seeking credit.

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(4) Contractors shall not terminate, replace or reduce the work of a local small business that the contractor has counted toward meeting the committed local small business unless:

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(i) The local small business refuses to enter into a contract consistent with the local small business' Letter of Intent;

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(ii) The local-small business-materially-breaches its contract with the contractor;

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of work so as to eliminate or reduce the work that the local small business was to perform; or

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(iv) The local small business voluntarily withdraws from the contract for reasons not within the contractor's reasonable control.

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(5) Contractor shall provide the User Department, the Director of minority and small-business opportunities and the Procurement Director written notice prior to replacing or terminating a local small-business on a contract. The notice shall identify the local small business and the contract; state the reason for the termination or replacement and state the proposed date on which such termination or replacement will occur. Unless the circumstances necessitate immediate termination or replacement, the contractor shall provide such notice to the User Department, and the Director of minority and small business opportunities at least five (5) Business Days before the contractor terminates the local small business. The contractor shall further provide written notice to the local small-business stating the reasons for the termination. Unless circumstances dictate otherwise, the contractor shall provide such notice before termination is to occur.

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(6) Good-Faith Efforts to replace a local-small business to a contract. When a local small business withdraws or is terminated from a contract for any reason, the contractor-shall comply-with the Good-Faith Efforts

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Contractors shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

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(e) Departmental purchase requirements (small purchases, quotations, or informal bids). Subject to the dollar limits set forth under Augusta, Georgia ordinance, departments are authorized to make small purchases using Agency Purchase Orders. Departments shall be directed by Augusta, Georgia Administrator to utilize local small businesses on small purchases whenever possible and appropriate.

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(1) The Director of minority and small business opportunities shall make available to every Augusta, Georgia department a directory of registered local small businesses and encourage their use of by departments.

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(2) The Director of minority and small business opportunities shall provide annual training to all Augusta, Georgia Departments on the LSBOP.

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(3) The Director of minority and small business opportunities shall ensure that all Augusta, Georgia specifications for goods and services do not contain any unnecessary impediment to local small business participation in the bid process.

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(4) For small purchases, quotations or informal bids, the Using Department will solicit bids from registered local small businesses to supply the required materials, equipment, supplies or services using the local small business Registry created and maintained by the Director of minority and small business opportunities.

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(5) The Director of minority and small business opportunities and Procurement Department will attempt to identify qualified local small businesses and will include such local small business in bid/quote solicitation lists.

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(6) The Director of minority and small business opportunities will make recommendations to the Procurement Director and User Departments when

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- (f) Procurement Department and User Agency Responsibilities.
  - For purchases on which written bids are sought, registered local small businesses which are ready, willing and able to perform the required services or provide the required commodity will be solicited for a written quotation or bid.
  - (2) Purchases from local small businesses shall be tracked by the Director of minority and small business opportunities with the assistance and cooperation of the user Departments.

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## (g) Maintenance of Records.

opportunities, with the assistance of the Department of Information Technology, shall compile data on local small business participation as well as women and minority owned business participation. Information on prime contract awards and subcontractor utilization will be maintained by the Director of minority and small business opportunities which will gather information from all user Departments on a quarterly basis.

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Formatted: Indent: Left: 0.58", Hanging: 0.5", Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1" (2) Local small business utilization statistics shall be maintained in the following manner:

(i) Contracts and purchases shall be grouped into four categories: construction, professional services, general services and materials/equipment/supplies.

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Statistics shall measure overall awards to local small businesses and to women and minority owned businesses by category of purchase (i.e. construction, professional services, general services, and materials/equipment/supplies).

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(iii) All-data necessary to evaluate the effectiveness of the LSBOP in reducing discrimination against minority and women-owned businesses shall be kept and maintained by the Director of minority and small-business opportunities.

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(3) Data collection is an important aspect of evaluating the effectiveness of the LSBOP. The LSBOP is a race and gender \_neutral program and all-data collection efforts shall be for evaluating purposes only. The following statistics shall be reported not less than annually to the Augusta, Georgia Commission by the Director of minority and small-business opportunities.

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(i) Regarding purchases of professional services, general services and material/equipment/supplies made through the competitive bid and quotation

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#### process:

- (a) Total value of purchases.
- (b) Total value of purchases from local small businesses.
- (e) Total value of purchases from women owned businesses.
- (d) Total value of purchases from minority owned businesses.
- (iii)Regarding small purchases by operating department using Agency Purchase Orders:
  - (a) Total value of small purchases by Augusta, Georgia Department.
  - (b) Total value of small purchases from local small businesses by Department.
  - (e) Total value of small purchases from women owned businesses by Department.
  - (d) Total value of small purchases from minority owned businesses by Department.

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# (iii) Regarding construction purchases:

- (a) Total value of construction contract awards.
- (b) Total value of construction contracts awarded to local small businesses as prime contractors.
- (e) Total value of subcontracts awarded to local small businesses.
- (d) Total value of subcontracts awarded to women owned businesses.
- (e) Total value of subcontracts awarded to minority owned businesses.

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## (h) Compliance.

(1) It will be the duty of the Procurement Director to ensure that bids or proposals issued from the Procurement Department adhere to the provisions set forth in this Policy.

(2) The Director of minority and small business opportunities, and all department directors will assume responsibility for evaluating compliance with this program in their respective contract areas and will review, on a continuing basis, all aspects of the program's operations to assure that the purpose is being attained and reporting same to the Director of minority and small business opportunities for tracking and annual report purposes.

(3) — Each Augusta, Georgia contract will contain a provision

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(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid or competitive sealed proposal projects prior to award of the contract.

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(5) Each Augusta, Georgia contract will contain a provision prohibiting any agreements between a contractor and a local small business in which the local small business promises not to provide subcontracting quotations to other bidders or potential bidders.

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## (i) Competitive Bids.

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Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or

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to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

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#### (i) Outreach.

To maximize the identification, registration and utilization of local small businesses, the following efforts will be undertaken by the Director of minority and small business opportunities:

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(1) Increase efforts to locate and register additional vendors, service providers, and construction contractors that can provide goods and services for Augusta, Georgia through media, vendor fairs, and electronic message boards.

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(2) As Georgia Department of Transportation, Federal Transit Administration, Department of Defense and Federal Aviation Administration certified construction contractors are located, invite local firms to register with Augusta, Georgia in accordance with the requirements of this Article in order to create an enhanced resource to using departments, buyers and prime contractors to locate registered local small businesses for projects that can utilize local small businesses for a commercially useful function.

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Supply information to the Board of Commissioners regarding the LSBOP and offer opportunities for ways in which the Board of Commission can be an advocate of the LSBOP.

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# Sec. 1-10-130. Exceptions federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

# Sec. 1-10-131. Citizens Small Business Advisory Board.

A Citizens' Small Business Advisory Board (CSBAB) shall be constituted to advise the Commission and the Director of minority and small business opportunities on matters related to this ordinance, and to meet with minority owned and women owned small businesses, to review and provide input as to the issues in program administration. See Consolidation Act § 14(d). Members are appointed by the Mayor, Commission and the Richmond County Legislative Delegation. A list of the appointees is maintained in the Clerk of Commission's Office and is incorporated herein by reference.

## Sec. 1-10-132 through Sec. 1-10-999. Reserved.

AN ORDINANCE TO AMEND THE AUGUSTA, GA CODE ARTICLE ONE, CHAPTER TENB RELATING TO THE LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM AND ADDING CHAPTER TENC RELATING TO THE MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAM IMPLEMENTATION: TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HEREWITH: TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES. WAIVE SECOND READING.

WHEREAS, it is the desire of the Augusta, Georgia Commission to update Code provisions relating to Chapter 10B the Local Small Business Opportunity Program which will become the Local Small Business Program.

WHEREAS, Chapter 10C be added to address the implementation of the Minority and Women Owned Business Enterprise (M/WBE) Program.

THE AUGUSTA, GEORGIA COMMISSION ordains as follows:

SECTION 1. Augusta, GA Code Article One, Chapter 10B as forth in the Augusta, GA Code, as amended by **Ordinance 7271** adopted June 30, 2011, is hereby amended striking this section in its entirety as set forth in "**Exhibit A**" hereto. Augusta, GA Code Chapter 10C as added by the Commission on July 17, 2024, is hereby amended by adding this section in its entirety as set forth in "**Exhibit B**" hereto. A new Rule of Procedure is hereby inserted to replace the repealed Code Section.

SECTION 2. This ordinance shall become effective upon approval.

SECTION 3. All ordinances, parts of ordinances, policies, and procedures concerning the Local Small Business Opportunities Program in conflict herewith are hereby repealed. All ordinances, parts of ordinances, policies, and procedures concerning the Local Small Business Program and the Minority and Women owned Business Opportunity (M/WBE) Program are accepted.

Adopted this 17th day of July, 2024

	Garnett Johnson As its Mayor	
Attest:		
Lena J. Bonner, Clerk of Commission		
Published in the Augusta Chronicle.		
Date: First Reading:		
Second Reading:		

#### **Exhibit B**

#### Chapter 10C

#### Minority and Woman Owned Business Enterprise (M/WBE) Program

#### Sec. 1-10-132. Title

The City of Augusta, Georgia Minority and Woman Owned Business Enterprise Program ("M/WBE Program").

#### Sec. 1-10-133. Policy and Purposes.

It is the policy of the City of Augusta to take all necessary, reasonable, and legal action to prevent discrimination and to ensure that all businesses, including M/WBEs, are afforded a fair opportunity to participate in the City's contracting process. The M/WBE Program shall be implemented to remedy the documented statistical underutilization that continues to adversely affect the participation of certain M/WBE businesses in the awarding of the City's prime contracts and subcontracts, as more fully set forth in the 2022 Disparity Study commissioned by, and subsequently adopted by, the City. The M/WBE Program shall ensure that City contracts are awarded in a manner that promotes economic inclusion of all segments of the business population regardless of race or gender (or other defined disadvantage), in order to maximize the economic vitality and development of the City.

The City of Augusta continues, and expands, its commitment to promoting fair and open competition for M/WBEs seeking to do business with the City, including continuing to ensure that prime contractors do not discriminate in their solicitation, selection, or treatment of subcontractors.

The best management practices employed by the City in furtherance of this M/WBE Program are designed to deliver innovative solutions to increase the Program's effectiveness. A core objective of the M/WBE Program is to increase both the dollar amount and percentage of services and supplies the City procures from M/WBEs to more closely align with their Availability in the program area. The City will also continue to foster its best management practices to further build the capacity of M/WBEs in the program area toward this goal.

#### Sec. 1-10-134. Commercial Nondiscrimination Policy.

It is the policy of the City of Augusta not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or

on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination.

The Director of Compliance shall implement this policy by periodically conducting outreach and distributing educational materials to the City's contracting and vendor community and related trade associations to advise such contractors, vendors and prospective respondents of this policy and the procedures to be followed in submitting complaints alleging violations of this nondiscrimination policy. The Director of Compliance or designee, Mayor or designee, and the City Attorney's Office shall insure that the following commercial nondiscrimination clause language is set forth in and incorporated into all the City contracts that result from formal solicitations:

"As a condition of entering into this agreement, the company represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy. As part of such compliance, the company shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party."

In addition, the Director of Compliance or designee may conduct an investigation into possible violations where the M/WBE participation is substantially below the M/WBE Annual Aspirational Goal or Subcontractor Goal established for the contract.

#### Sec. 1-10-135. Definitions

For the purpose of this Chapter 10C, the following words, terms, phrases, and abbreviations shall have the following meanings:

African American: means persons having origins in any black racial group of Africa. It includes people who indicate their race as "Black, African American, or Negro," or provide written entries such as African American, Afro American, Kenyan, Nigerian, or Haitian.

Annual Aspirational Goal: means a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and Subcontractor participation in City contracts for Construction, Architecture & Engineering, Professional Services, Other Services, and Goods contracts. This goal is established every five (5) years by a duly-authorized disparity study and based upon and derived from the Prime and Subcontractor Availability statistics provided therein and is measured every year to ascertain program effectiveness.

Asian: means persons having origins in any of the original people of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Availability: means being "qualified" to perform work for the City. This means that the Bidder does business within an industry group from which the City and its agencies make certain purchases; the firm's owner has taken steps to do business with the City and qualified itself to do such business by registering or certifying; and the firm is located within a relevant geographical area such that it can do business with the City of Augusta.

*Bidder*: means any individual, sole proprietorship, partnership, joint venture, or corporation that submits a Bid to the City.

Certification: means the qualifying process that assures buyers and local, state, and federal agencies that a particular business is an M/WBE. Certification or Recertification shall mean official recognition and approval by City (or other acceptable certifying agency) that a business meets the qualification criteria of an MBE/WBE, as set forth in this Program. Certification or Recertification relates to qualifications regarding ownership and control, not the quality of the service or product.

Citizen's Small Business Advisory Board (CSBAB). Is a council to advise the Commission and the Director of minority and small business opportunities of matters pertaining to the M/WBE Program, and to meet with minority and woman small businesses to review and advise as to the issues in program administration. See Ga. Laws 1995, p. 3648, § 14(d) (hereinafter Consolidation Act).

Commercially Useful Function (CUF). For the purpose of determining whether a registered M/WBE firm is performing a CUF, the Director of Compliance shall consider all of the facts in the record, viewed as a whole, including without limitation the following:

- (i) A M/WBE firm performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- (ii) To perform a CUF, the M/WBE firm must be responsible, with respect to material and supplies used on the contract or sub-contract for which it is engaged, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
- (iii) A M/WBE firm does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed

in order to obtain the appearance of M/WBE participation. In determining whether a M/WBE firm is such an extra participant, the Director of Compliance will examine similar transactions, particularly those in which Local Small Businesses do not participate.

Compliance: means the condition existing when a Participant has met the requirements of this M/WBE Program.

*Control*: means the authority of an individual or business owner to sign responses to solicitations and contracts, to make price negotiation decisions, to sell or liquidate the business, and to direct the day- to-day business management and operations without interference from others.

Covenant of Non-Discrimination: means, collectively, one or more contractual affirmative promises (1) to adopt the policies of the City relating to the participation of M/WBEs in the procurement process; (2) to undertake certain good faith efforts to solicit M/WBE participation; and (3) not to otherwise engage in discriminatory conduct against M/WBEs.

Goal, or Contract-by-Contract Goal: means race or gender-conscious corrective measures administered on a contract-by-contract or project-by-project basis which measure sets a percentage-based minimum participation level for M/WBE subcontractors based on the available subcontracting opportunities for that project and the available firms and may be set as MBEs and WBEs.

Goal Setting Committee ("GSC"): means a committee tasked with setting contract/project goals for the M/WBE Program.

Good Faith Efforts ("GFE"): means the voluntary actions of a Participant undertaken in good faith to ensure that it does not discriminate in its contracting practices and to explain any failure to meet either an Annual Aspirational Goal or a contract/project Goal set in accordance with this legislation.

*Gross Receipts*. Total income or, in the case of sole proprietorship gross income, plus "cost of goods sold" as these terms are defined or reported on Internal Revenue Service (IRS) Federal tax return forms; Form 1120 for corporations; Form 1120S for Subchapter S corporations; Form 1065 for partnerships; and Form 1040, Schedule F for farm or Schedule C for sole proprietorships

Hispanic American: means people who identify with the terms "Hispanic" or "Latino" and who classify themselves in a specific Hispanic or Latino category such as "Mexican," "Puerto Rican," "Cuban," or "other Spanish, Hispanic, or Latino."

Lowest Responsive and Responsible Bidder: means the bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable and has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents.

Minority Business Enterprise ("MBE"): means a business enterprise maintaining a significant business presence in the Program Area and performing a commercially useful function that is

owned by one or more of the following: (1) African Americans, (2) Native Americans, (3) Hispanic Americans, (4) Asian Americans.

Minority or Women Owned Business Enterprise ("M/WBE"): means a business enterprise maintaining a significant business presence in the Program Area and performing a commercially useful function that is owned by one or more of the following: (1) African Americans, (2) Native Americans, (3) Hispanic Americans, (4) Asian Americans, and (5) Women. Racial and gender categories are separated for monitoring and tracking purposes only.

*M/WBE Owned*: means that African American, Native American, Hispanic American, Asian American, or Woman owner(s) who are citizens or permanent residents of the United States individually or collectively possess an ownership interest of at least fifty-one percent (51%) of the business.

*Native American*: means persons having origins in any of the original people of North America, including American Indians, Eskimos and Aleuts.

Non-Compliance: means the condition existing when a Participant has failed to meet the requirements of the M/WBE Program.

*Participant*: means an individual or entity that enters into a contract with the City to provide goods or services within the scope of the M/WBE Program, or a subcontractor or supplier to such an individual or entity.

Personal Net Worth ("PNW"). The PNW of any owner of the M/WBE firm cannot exceed the PNW of an "economically disadvantaged" person as measured by the applicable federal standards. The Net value of the assets of an individual owner, after total liabilities are deducted must not exceed one million, two hundred and fifty thousand dollars (\$1,250,000). An individual's PNW does not include the individual's ownership interest and the individual's equity in his or her primary place of residence or the business they are seeking to certify. An individual's PNW includes his or her share of assets held jointly with the individual's spouse. Property held by the entireties is deemed to be owned equally by the spouse.

*Prime Contractor.* A person or firm who is awarded a contract from Augusta, Georgia for provision of goods or services and has the primary responsibility for performance of the contract. The Prime Contractor may subcontract portions of the work required to Subcontractors, as indicated in the bid or solicitation documents

*Program Area*: means the geographic area covered by the M/WBE Program, as determined by the most recent disparity study.

*Program Waiver*: means a particular procurement for which goals are not required and is therefore waived from inclusion in the M/WBE subcontractor goals policy. This is not the same as a "Waiver based on Good Faith Efforts," defined below.

*Race/Gender-Conscious*: means any governmental or legislative policy or programmatic action that uses race or gender as criteria for participation.

*Race/Gender-Neutral*: means any governmental or legislative policy or a programmatic action in which race or gender is not among the criteria for participation.

*Responsible*: means a contractor fully capable of meeting all the requirements of the solicitation and subsequent contract. The contractor must possess the full capability, including financial and technical, to perform as contractually required.

*Responsive*: means a contractor, business, or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the City solicitation documents and all of its requirements, including all form and substance.

Subcontractor: means an individual or business that has a contract to perform a service or provide materials, equipment, and/or supplies as a part of the scope of work set forth in a prime contract awarded by the City.

Waiver based on Good Faith Efforts: means an exception provided to the lowest responsive and responsible bidder who did not meet or exceed the M/WBE subcontractor goals on a specific project/contract but who satisfactory provided Good Faith Efforts documentation.

Woman Business Enterprise ("WBE"): means a business enterprise maintaining a significant business presence in the Program Area and performing a commercially useful function that is owned and controlled by one or more non-minority women.

## Sec. 1-10-136. Application

Except as otherwise provided, this ordinance shall apply to all bids, proposals, contracts, expenditures, and purchases commenced by the City of Augusta, except sole source or emergency procurements and certain federally funded projects as provided herein. The effective date of this ordinance shall be the date it is approved by the City Commission.

#### Sec. 1-10-137. Race and Gender-Neutral Elements

#### **Departmental Purchasing Forecasts**

City Departments shall <u>annually</u> submit a forecast of contracts anticipated to be awarded in the ensuing fiscal year. Specifically, each Department shall designate a staff member to serve as a liaison to the Director of Compliance, and such departmental liaison shall be responsible for identifying for/with the Director of Compliance upcoming procurement opportunities, with the anticipated work categories (or commodity codes) involved, the scope of the services or goods, and the estimated cost for each project. The Director of Compliance (or its designee) shall email a copy of these departmental forecasts to all M/WBEs that are registered with the City as of the close of the previous fiscal year, so that they will be aware of upcoming opportunities to contract with the City and/or they can coordinate with potential prime contractors in preparation for bids or proposals. The forecasts shall also be posted on the City website and disseminated via social media.

City Departments shall <u>quarterly</u> submit a report which includes all revisions and updates to the annual forecast of contracts discussed herein.

### Sec. 1-10-138. Race and Gender-Conscious Elements

#### **Annual Aspirational Goals**

Annual Aspirational Goals for M/WBE participation in City contracts in the categories of Construction, Architecture & Engineering, Professional Services, Other Services, and Goods (prime and subcontract dollars combined) are hereby established and are initially based upon the MBE and WBE availability by industry / commodity in accordance with the findings of the 2022 Disparity Study. These Goals shall be adjusted annually based on updated availability data.

Annual Aspirational Goals are not to be routinely applied to individual solicitations but are intended to serve as a benchmark against which to measure the overall effectiveness of the Director of minority and small business opportunities in increasing M/WBE participation on an annual basis, and to gauge the need for future adjustments to the mix and aggressiveness of remedies and program elements being applied pursuant to this policy.

Annual Aspirational Goals may be included only in those City solicitations that do not contain contract-by-contract goal setting for specific M/WBE subcontractor goals and when included, shall be advisory only.

The City encourages maximum practicable opportunity(ies) for successful participation of MBE and WBE subcontracts. Bidders therefore agree to seek meaningful subcontracting opportunities with MBE and WBE firms. The City also requires a written plan for including MBE and WBE firms, which becomes a material part of the contract. The Bidder's plan must be responsive in the opinion of the City – evidencing a meaningful and successful search and commitments to include MBE and WBE firms for subcontracting work. The City reserves the right to improve the plan in consultation with the winning Bidder before contract execution.

Bidders should use selection methods and strategies sufficiently effective for successful MBE and WBE participation, including but not limited to:

- Forming an outreach strategy for meeting M/WBE aspirational goals
- Building an internal subcontractor connection and project team
- Strengthening business relationships with potential M/WBE subcontractors
- Improving the lines of communication
- Establishing business development support activities for M/WBE firms
- Developing approaches to resolving disputes
- Creating avenues to build capacity, including possible mentorship opportunities

At the City's request, Bidders must furnish evidence such as copies of agreements with MBE and/or WBE subcontractors either before contract execution or during contract performance. The winning Bidder must request written approval for changes to its inclusion plan once it is agreed upon. This includes changes to goals, subcontractor awards, and inclusion efforts.

#### Contract-by-Contract Subcontractor Goals

The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract. Within the above specific work categories, such goals will only be set to include the M/WBE groups/categories for which significant underutilization was demonstrated in the 2022 Disparity Study.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

All subcontracting goals authorized under this policy are intended to be established by the GSC and implemented only on a contract-by-contract basis. It is intended that such goal-setting will be based upon careful analysis of the availability of commercially useful subcontracting opportunities within a given contract and the relative availability of M/WBE firms to perform required tasks on such subcontract opportunities. Contract-by-contract goal-setting shall be based upon reasonably reliable M/WBE subcontractor availability data. Compliance with contract-specific subcontracting goals shall also require compliance with Good Faith Efforts as established herein.

The GSC shall not establish a subcontracting goal for a contract where there are no subcontracting opportunities identified for the contract or there are no MBEs or WBEs (as applicable) to perform scopes of work or provide products or services that the GSC regards as realistic opportunities for subcontracting. Accordingly, in establishing Subcontracting Goals, the GSC shall:

- Review in advance proposed contract bid specifications to ensure that they are not unnecessarily restrictive and do not adversely affect the ability of M/WBE firms to competitively bid;
- Formulate, recommend to the Director of Compliance or its designee, then implement additional rules and procedures for M/WBE subcontracting goal-setting and other aspects of its duties in selecting and applying specific program elements to contracts with the City in an efficient and effective manner; and
- Monitor and support the implementation of the contract-by-contract goals aspect of the MWBE program.

#### **Goal Setting Committee**

The Goal Setting Committee (GSC) is to be chaired by the Director of Compliance or its designee. The GSC shall include, at a minimum, the Director of Compliance or its designee, the Deputy Administrator or its designee, and the Director/Head of the originating department(s) or its designee. Any of these committee members may, on an as-needed basis, also designate a subject matter expert to participate in the goal setting for the particular contract(s) at issue.

The GSC establishes contract-by-contract subcontracting goals based upon work categories (or commodity codes), vendor availability, and contract-specific characteristics.

#### At a minimum, the GSC shall:

- Meet as often as it deems necessary to accomplish its duties as outlined in this policy, but not less than once monthly;
- Review in advance proposed contract bid specifications to ensure that they are not unnecessarily restrictive and do not adversely affect the ability of M/WBE firms to competitively bid without adequate business justification;
- Formulate, recommend to the Commission (or its designee), and implement additional rules and procedures for goal-setting and other aspects of its duties in selecting and applying specific program elements to City contracts in an efficient and effective manner; and
- Support the implementation and efforts of the goals program.

#### **Program Waiver Process**

Should the GSC determine after consideration of all relevant documents and other information that there are no subcontracting opportunities identified for a particular contract or there are no MBEs or WBEs (as applicable) to perform scopes of work or provide products or services that the GSC regards as realistic opportunities for subcontracting, no subcontracting goal shall be assigned to such contract and a Program Waiver notification shall be issued by the GSC.

#### Good Faith Efforts (GFE) Requirements and Guidance

- 1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.
- 2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE. In making this determination, the Director of Compliance will consider, at a minimum, the Bidder's efforts to do the following:

- a) Solicit through at least two reasonable, available, and verifiable means MBEs/WBEs who have the capability to perform the Contract work. The Bidder must solicit this interest providing a minimum of five (5) days' notice to allow the MBEs/WBEs to respond to the solicitation. The Bidder must take appropriate steps to follow up initial solicitations with interested MBEs/WBEs.
- b) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the Contract, including addenda, in a timely manner to assist them in responding to a solicitation.
- c) Negotiate in good faith with interested MBEs/WBEs that have submitted bids or quotes to the bidder. An MBE/WBE that has submitted a bid or quote to a bidder but has not been contacted within five (5) business days of submission of the bid or quote may contact the Director of Compliance to request a meeting with the bidder. The Director of Compliance will schedule a meeting between the MBE/WBE and the bidder to facilitate negotiation.
- d) Not reject MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's/WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for rejecting or not soliciting bids to meet the goals.
- e) Make economically feasible portions of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE Subcontractors and suppliers, to facilitate meeting the goals.
- 3. Bid shopping is prohibited. Written documentation of negotiation may include the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
- 4. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the goals, as long as such costs are reasonable.
- 5. Bidders are not required to accept higher quotes in order to meet goals.
- 6. The following factors may also be considered by the Director of Compliance in determining that a Bidder has made GFEs. These factors are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:
- a) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or Contractor.
- b) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- c) Whether the bidder sought guidance from the Director of Compliance on any questions regarding compliance with this program.
- d) The performance of other bidders in meeting the goals. For example, when other bidders meet the goals, it may be reasonably questioned whether, with additional reasonable efforts, the apparent successful bidder could have met the goals. Similarly, if the apparent successful bidder fails to meet the goals but meets or exceeds the average MBE/WBE participation obtained by other Bidders, this may be evidence that the apparent successful Bidder made GFEs.
- 7. In the event the applicable goal(s) have not been achieved, then the Director of Compliance shall evaluate the bidder's GFE to achieve those goals as documented in the compliance plan based on the criteria established herein. The Director of Compliance may request clarification in writing of items listed in the compliance plan, provided such clarification is minor and shall not include the opportunity to alter or add to listed MBE/WBE participation or GFEs.
- 8. If the Director of Compliance finds that a bidder did not make sufficient GFEs, his or her findings shall be communicated to the Director of Procurement, recommending that the Bid/Proposal be rejected based on failure to comply with the GFEs requirements. The Director of Compliance may reject the Bid/Proposal as not in compliance with this provision or may advise the Director of Procurement of additional considerations which may form the basis for accepting the Bid/Proposal as being in the best overall interest of the City.
- 9. If the Director of Compliance finds that the Bid/Proposal does not comply with the GFEs requirements, a bidder may request a protest hearing. The Board of Commissioners has the authority to make the final decision.

#### Sec. 1-10-139. Compliance Good Faith Efforts Protests

Authority to Resolve Protested Solicitations and Awards

- a) *Right to Protest*. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Compliance Director.
- b) Authority to Resolve Protests. The Director of Compliance and the Administrator shall have the authority, prior to a final decision by the Commission, to settle and resolve the protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- c) *Decision of Director of Compliance*. If the protest is not resolved by mutual agreement, the Compliance Director shall issue a decision in writing regarding the protest. The decision shall:
  - 1. state the reasons for the action taken; and
  - 2. inform the protester of its right to administrative review as provided in this Article.

- d) *Notice of Decision*. A copy of the decision shall be mailed or otherwise furnished to the protestor and any other interested party.
- e) Finality of Decision. A decision under Subsection (d) of this Section shall be final and conclusive, unless any person adversely affected by the decision files a timely appeal in accordance with **Article 9 of this code**.
- f) Stay of Procurements During Protests or Appeals. In the event of a timely protest under section 1-10-140 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee Meeting, a Commission Meeting or may be provided to the protestor in writing.

#### Sec. 1-10-140. Filing of Protest

- (a) Protests shall be made in writing to the Director of Compliance and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Compliance Department. Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.
- (b) Subject of Protest. Protestors may file a protest with the Compliance Department when it is concerning good faith efforts.
- (c) To expedite handling of protests, the written protest shall include as a minimum the following:
  - 1. the name and address of the protestor;
  - 2. appropriate identification of the procurement, and, if a contract has been awarded, its number;
  - 3. a statement of reasons for the protest; and
  - 4. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.
- (d) Requested Information; Time for Filing. Any additional information requested by any of the parties should be submitted within the time periods established Compliance Director in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Compliance Director may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.

(e) Making Information on Protests Available. The Compliance Director shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted and indicating on the front page of each document that it contains such information.

## Sec. 1-10-141. Decision by the Director of Compliance

Time for Decisions. A written decision on a protest concerning good faith efforts shall be made by the Compliance Director within ten (10) business days after receiving all relevant, requested information.

#### Sec. 1-10-142. Appeals

Appeal of a decision of the Director of Compliance may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

#### Sec. 1-10-143. Time for Filing Appeal

Appeals of a decision of the Director of Compliance shall be filed in the Compliance Department not later than five (5) business days after receipt of such decision concerning good faith efforts.

#### Sec. 1-10-144. Request for Hearing and Effect of Untimely Appeal

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Compliance Department within five (5) business days. **Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.** Where no appeal (or an untimely appeal) is filed, the Compliance Director's decision is considered final, and the award of eligibility shall proceed.

#### Sec. 1-10-145. Notice of Hearing

If a timely appeal is filed by the protestor, the Director of Compliance shall place the protest on the agenda of the Administrative Services Committee. The Clerk of Commission's Office shall provide public notice of the Administrative Services Committee agenda as required by law. In addition, the protestor shall be sent written notice of the time and place of the hearing. Copies of such notice shall be sent to the Augusta, Georgia General Counsel and the Department Director of the appropriate user department.

# Sec. 1-10-146. Administrative Services Committee Hearing Procedures and Effect of Failure to Appear at Hearing (Ordinance 7439 - Approved 11-19-13)

- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Director of Compliance and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.
- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.
- (c) Procedure to Speak to Full Commission Regarding Protest.
  - A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Director of Compliance. When the protest is heard by the Commission, the protestor and the Director of Compliance shall each have five (5) minutes to summarize the arguments and evidence presented to the Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.
- (d) Effect of Failure to Appear at Hearing. Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies. The Director of Compliance decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

#### Sec. 1-10-147. Authority of Administrator to Participate in Procurement Matters.

The Augusta, Georgia Administrator has the authority to:

- (a) communicate with the protestor and other interested parties to try to settle any dispute, or narrow the issues for matters to be presented to the Committee or Commission;
- (b) consult with the Director of Compliance, the User Department and the General Counsel regarding the need for a stay pursuant to Section 1-10-139(f);
- (c) participate in all aspects of the procurement process as necessary to support the best interests of Augusta, Georgia.

#### Sec. 1-10- 148. Hearing Procedures

- (a) Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with the applicable rules of the Administrative Services Committee and Commission. The Director of Compliance shall provide the Administrative Services Committee and Commission with copies of the protest and the response of the Procurement Department.
- 2. Witnesses providing testimony at before the Administrative Services Committee or Commission shall testify under oath or affirmation.

#### Sec. 1-10-149. Determination of Commission; final decision

The Commission's decision regarding a Protest is the final step in the Appeals process for Augusta, Georgia. The parties shall have thirty (30) days to file a judicial appeal of any such decision. Such appeal shall be by writ of certiorari to the Superior Court of Richmond County.

#### Sec. 1-10-150. Mentor-Protégé Initiative

The Mentor-Protégé Initiative is established to grow capacity and to foster sustainable business development for M/WBE firms. The initiative connects more-established and successful prime firms and managers with less-established M/WBE firms to provide management guidance and training.

Based upon the scope of work and market availability, the Director of Compliance or designee shall determine on a project-by-project basis on eligible projects for M/WBEs whether a mentor-protégé relationship shall be required for such contract. On such contracts no bid shall be accepted unless submitted by a mentor-protégé team.

Eligibility

Firms seeking to bid or participate on a designated Mentor-Protégé contract shall apply for consideration with the Director of Compliance, referencing the City contract at issue. Proposed Mentor firms must have at least five (5) years of experience in the relevant industry category; proposed Protégé firms must have at least (2) years of experience in the relevant industry category.

#### Team Matching

Mentor-Protégé teams will be matched by the Mentor-Protégé Committee (Committee), discussed below, with each match recommendation to be submitted to the Director of Compliance for further consideration. Among the considerations for the team matching process, the Committee will make efforts to create mentor and protégé teams with members with different race ownership, different gender ownership, or both. M/WBE members of the mentor-protégé team must be certified as such, and the mentor-protégé team shall include in its bid submittal the certification proof for each M/WBE team member.

#### Mentor-Protégé Agreements and Processes

Contract awards to Mentor-Protégé teams shall be limited to one (1) year, with a discretionary option for the City to extend the contract an additional one (1) year where the contracted work remains to be completed.

Once matched pursuant to this section, a written mentor-protégé agreement must be completed by both parties to the mentor-protégé relationship which clearly delineates the rights and responsibilities of the mentor and protégé, complies with any requirements set forth in bid documents or otherwise, and provides that the mentor-protégé relationship shall continue for, at a minimum, the duration of the project.

Written mentor-protégé team plans outlining the expectations and responsibilities of each team member must be submitted to the Director of Compliance for approval prior to execution of a contract with the City.

Mentors shall provide guidance and training in such areas as office procedures, estimating and bidding, bookkeeping and accounting, management of funds, project management, supplier relationships, bonding and insurance, and related matters.

During the term of the contract the mentor and protégé businesses must each provide to the Director of Compliance a quarterly summary of the mentor skills provided to the protégé, which shall include:

- 1. The time spent between mentor and protégé businesses in furtherance of the mentor-protégé relationship;
- 2. The nature and extent of managerial, technical, financial and/or bonding assistance provided;

- 3. A summary and explanation of any projects bid on or undertaken by the mentor-protégé team in the private sector or for a governmental entity other than the city; and
- 4. Any additional or further information required by the Director of Compliance as set forth in bid documents or otherwise.

#### The Mentor-Protégé Committee

A Mentor-Protégé Committee shall be created to assist with administration of the City's Mentor-Protégé Initiative. The Committee shall be comprised of nine (7) members, and shall include the following:

City Government Members (3)

Director of Compliance

**Public Utilities** 

Engineering

Trade Groups (2)

Community Organizations (2)

#### Sec. 1-10-151. M/WBE Certification Procedures

- (a) Certification Criteria; Acceptance of Certification by Other Governmental Agencies. Certification is the qualifying process that ensures that a particular business is an M/WBE, consistent with the factors and standards established by the Compliance Department. Certification assures that interested M/WBEs have the proper ownership, control, and management. Eligibility requirements for certification are:
  - Applicant(s) must be a member of a qualifying minority group as defined by the United States Small Business Administration under 13 C.F.R. 124.103 and the United States Equal Employment Opportunity Commission, and includes African Americans, Hispanic Americans, Asian Americans, Native Americans or;
  - 2. Applicant(s) firm must be one that is owned and controlled by one or more non-minority women.
  - 3. Applicant(s) must demonstrate ownership and control. An eligible minorityowned business shall be a for-profit enterprise that is at least 51 percent or more owned and controlled by one or more minority persons. An eligible woman-

- owned business shall be a for-profit enterprise that is 51 percent or more owned and controlled by one or more non-minority women.
- 4. Applicant(s) must be a citizen or lawfully admitted permanent resident of the United States.
- 5. Applicant firm must have its principal place of business located within the geographic limits of the Augusta MSA (i.e., Burke, Columbia, Lincoln, McDuffie, Richmond Counties, GA and Aiken and Edgefield Counties, SC) and the Atlanta MSA (i.e., Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Newton, Paulding, and Rockdale, Counties, GA) as set forth in the 2022 Disparity Study.
- 6. Applicant(s) must obtain the M/WBE application from the Compliance Department and must qualify as a M/WBE, as the term is defined in this Article as to principal place of business, gross annual receipts and personal net worth thresholds. The completed application and supporting documentation must be submitted to the Compliance Department or may be completed online via the B2Gnow Diversity Compliance Management System.
- 7. The personal net worth of any owner of the M/WBE firm cannot exceed the personal net worth of an "economically disadvantaged" person as measured by the applicable federal standards. No individual owner of an applicant firm may have a Personal Net Worth that exceeds \$1,250,000.
- 8. To be an eligible M/WBE, a firm (including its affiliates) must be an existing small business, as defined by the Small Business Administration (SBA) standards found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform on City of Augusta contracts.
- 9. M/WBE certification is valid for a three-year (3) period beginning on the date Augusta, Georgia certifies the business into the M/WBE Program with annual updates beginning on the 1<sup>st</sup> and 2<sup>nd</sup> year anniversary of certification, and recertification on the 3<sup>rd</sup> year.
- 10. The City of Augusta accepts certifications from other <u>bona fide</u> certifying agencies or organizations (called "reciprocal certification") in the relevant geographic market, as described below:
  - i. A minority or woman owned business certified in the Department of Administrative Services Minority Business Enterprise (MBE) program.

- ii. A minority or woman owned business certified in the State of Georgia Department of Transportation (GDOT) Disadvantaged Business Enterprise (DBE) program.
- iii. A minority or woman owned business certified in the State of Georgia Department of Transportation (GDOT) Small Business Enterprise (SBE) program.
- iv. A minority or woman owned business certified in the City of Atlanta Equal Business Opportunity (EBO) program.
- v. A minority or woman owned business certified in the Fulton County, GA Minority Female Business Enterprise (MFBE) program.
- vi. A minority or woman owned business certified in the Clayton County, GA Minority and Woman Business Enterprise (MWBE) program.
- vii. A minority or woman owned business certified in the State of South Carolina Department of Transportation (SCDOT) Disadvantaged Business Enterprise (DBE) program.
- viii. A minority or woman owned business certified in the State of South Carolina Department of Transportation (GDOT) Small Business Enterprise (SBE) program.
  - ix. A minority owned or small business certified in the State of South Carolina Division of Small and Minority Business Contracting and Certification (SMBCC) program.
  - x. Any other <u>bona fide</u> M/WBE or SBE certifying agencies or organizations in the relevant geographic market.
- (b) Affidavit of No Change. M/WBE certification is valid for a three-year (3) period beginning on the date Augusta, Georgia registers the business into the M/WBE Program. On the 1<sup>st</sup> and 2<sup>nd</sup> year anniversary of certification, the M/WBE must provide a completed Affidavit of No Change and evidence of continuing eligibility. Upon review and determination of continued eligibility the M/WBE will remain certified with the City.
- (c) Renewal of Certification. M/WBE certification is valid for a three-year (3) period beginning on the date Augusta, Georgia registers the business into the LSBP. Sixty (60)

days prior to the expiration of the certification of the M/WBE, the M/WBE must recertify by submitting a recertification application and evidence of continuing eligibility. Upon review and determination of continued eligibility, the M/WBE firm will be recertified for an additional three years.

It is the responsibility of the M/WBE to notify the Director of Compliance of any change(s) in its circumstances affecting its continued eligibility for the program. Failure to do so may result in the firm's decertification and preclusion from future participation in the M/WBE Program.

- (d) *Graduation*. A minority or woman owned business graduates from, and is therefore ineligible for, the M/WBE Contract-by-Contract Subcontracting Goals program if any one of the following occurs:
  - 1. The M/WBE firm's three-year (3) average of gross receipts exceeds the applicable SBA size standards set forth in 13 C.F.R. Part 121;
  - 2. The personal net worth of any owner of the M/WBE firm exceeds the personal net worth of an "economically disadvantaged" person as measured by the applicable federal standards.
  - 3. The M/WBE firm has participated in the M/WBE Program for ten (10) years and Augusta, Georgia has not approved an extension of participation based on good cause.
- (e) *Limitations*. Notwithstanding any other provision of this program except on a finding of good cause by Augusta, Georgia, a certified M/WBE is no longer eligible to participate in the M/WBE Program after being enrolled for ten (10) consecutive years regardless of whether the firm received contracts or prime contracts under the program. If a firm has been released from the program before graduation as a result of exceeding the M/WBE thresholds, it will still be eligible to receive contracts from Augusta.

In determining whether a good cause exists for a firm to continue participation beyond ten (10) consecutive years, Augusta may review all relevant factors such as amount of business previously received by the firm, and capability of other small firms to provide goods and services, impact on a potential contract opportunity for other minority-owned and women-owned businesses to compete. In no event shall a firm's participation in the program extend beyond fifteen (15) years.

Participation or certification as a minority-owned or woman-owned business in the M/WBE Program shall not preclude a certified firm from competing for a prime contract with Augusta, Georgia on the same basis as other prime contractors or suppliers.

#### Sec. 1-10-152. Duties for the Operation of the M/WBE Program

#### **General Duties**

The Director of Compliance shall manage and monitor the City's utilization of M/WBEs. Specifically, the Director of Compliance shall: (1) adopt rules and procedures to implement the M/WBE Program, (2) create, maintain, and distribute the directory of certified M/WBEs, (3) regularly review the progress of each city department, office, and agency's achievement of the M/WBE goals, (4) ensure that city bids and proposals adhere to the procurement procedures contained herein, (5) monitor all prime contracts with M/WBE goals throughout the duration of the contract to ensure that all efforts are made to comply with goals, and (6) produce an annual M/WBE Utilization Report. The Compliance Department shall be adequately staffed with personnel who have the requisite skills, knowledge, and ability to implement the M/WBE Program objectives and responsibilities. The Compliance Department shall collaborate with the Procurement Director to adopt rules and procedures to implement the M/WBE program.

#### **Specific Duties**

#### Director of Compliance

The Director of Compliance leads and directs the day-to-day operations of the Department with primary responsibility for ADA, DBE (M/WBE & LSBP), and EEO Programs and services.

Specific to the M/WBE Program, the Director performs the following:

- Reports to and works with the Mayor, Commission, Administrator, Directors, and Employees in order to develop the ADA, DBE, EEO, M/WBE, and LSBP Programs.
- Develops and recommends program objectives.
- Supervises staff performing in the five core areas of focus for the office of Compliance.
- Provides oversight for compliance reviews in accordance with the relevant local, state, and federal policies and regulations.
- Directs the overall planning, operation and management of all the Department's programs, services and assigned resources.
- Conducts workshops and outreach within and outside the organization, including employee and management orientations, internal training sessions, and vendor workshops.
- Conducts compliance audits and investigations.
- Receives and reviews allegations of unfair employment practices and makes appropriate recommendations.
- Collaborates and communicates with the various City departments to ensure maximum outreach M/WBEs.

- Monitors and enforces the City's plan for equal opportunity in employment, promotion, recognition, etc. and ensures that each person regardless of race, color, gender, sexual orientation, pregnancy status, marital status, genetic information, national origin, age, religion, disability, and veteran's status as an equal opportunity for employment and promotion.
- Collects and analyzes data sufficient to produce monthly, quarterly, and annual reports for the M/WBE Program.
- Works with the Capital Projects, Procurement, and other relevant functions to set contracting goals for each project over \$300,000 to include those with subcontracting and/or supplier possibilities.
- Interfaces with other City departments, Federal, State, and other local governmental agencies, citizens, businesses, legal, and organizations regarding the M/WBE Program and related EEO considerations.
- Maintains the M/WBE bidder's list for the City, and other contracts as required by the M/WBE Program.

#### DBE Compliance Manager

The DBE Compliance Manager performs highly responsible administration for monitoring and enforcing the City's plan for ensuring equal opportunity in contract administration. The Manager is tasked with encouraging and attaining increased involvement of Disadvantaged Business Enterprises (DBE), Minority and Woman Owned Businesses (M/WBE) and Local Small Business (LSB) programs in the City of Augusta Procurement process. In these general duties, the Manager works with the Mayor and Commissioners, Administrator, Deputy Administrators, Procurement and other department heads, management, attorneys, employees, and the media and general community.

Specific to the M/WBE Program, the Manager performs the following:

- Establishes, develops, administers, and implements criteria, procedures, and related forms for the M/WBE Program.
- Evaluates the feasibility of accepting certifications for (M/WBE & LSBP) from other governmental entities or industry groups, within or outside the Program Area ("reciprocal certification").
- Verifies and approves M/WBE (and LSBP) certification/denial status.
- Assists in organizing and conducting M/WBE certification workshops to assist potential applicants with the process.
- Reviews bids that provide a goal for M/WBE participation and recommends a bidder be awarded a contract only where the bidder has demonstrated Good Faith Efforts to meet the designated goals.

- Assist in investigating and evaluating Good Faith Efforts.
- Assists in assessing or evaluating M/WBE availability and capacity for specific scopes of work, including for the purposes of goal setting.
- Strategizes and implements capacity building assistance for M/WBEs, including in association with non-governmental third parties (<u>e.g.</u>, industry groups, local Chambers of Commerce, community partners, anchor institutions).
- Assists in organizing and conducting M/WBE business development workshops to assist certified and non-certified firms with various business development topics.
- Assists in implementing the Mentor-Protégé policy, including designation of contracts for inclusion in policy, team matching, evaluation of agreements, and monitoring compliance with all aspects of the policy.
- Assist in tracking participation by M/WBEs on City contracts.
- Oversees and assists in required reporting of M/WBE utilization on City contracts.
- Prepares periodic M/WBE data reports for internal and external use.
- Assist in evaluating Commercially Useful Function of M/WBEs in bidding and post-bidding processes.
- Monitors compliance by vendors with respect to contracts, bid submissions, payments, and other post-award activities as related to M/WBE firms.
- Works with project managers or user agencies to divide larger projects into smaller projects or contracts when commercially appropriate, in order to create more opportunities for M/WBEs to participate in City contracts.
- Maintains M/WBE bidder's list for the City, and other contracts as required by the M/WBE Ordinance.

#### Authority to Monitor

The Compliance Department shall be authorized to collect from all Participants such data and information as is necessary to monitor the M/WBE Program. This information may include information regarding business ownership, supplier information, subcontractor information, all of which shall reflect the race, ethnic origin, gender, and business location of the identified businesses. The Compliance Department shall continuously monitor the participation of M/WBEs in the procurement of all industry categories for the City. Such monitoring shall include, without limitation, a statistical analysis of each construction trade, professional service, and other service to determine whether there is utilization of M/WBEs in a manner that is proportionate to the identified Availability range.

#### **Duty to Report**

The Compliance Department shall submit an annual report to the Commission regarding the effectiveness of the M/WBE Program. Such report shall include, without limitation, a summary of the purchases, contracts, and subcontracts placed with M/WBEs for the period and the relative percentage to the total of purchases and contracts for that period. The report shall also emphasize quantity and quality of M/WBE involvement by dollar volume. The report shall specify the race, national origin, and gender with each category reported separately. Payments made to noncertified M/WBEs shall be included as a separate set of figures for purposes of tabulating the total contract dollars going to M/WBEs. The report shall include an analysis of the percentage for the reporting period of M/WBE awards of the total awards for each M/WBE category and work/industry category and the percentage of Availability of M/WBEs in the Program Area for each M/WBE category and industry category.

The Compliance Department shall also submit annual reports to the Commission providing M/WBE utilization figures or estimates for each industry category. The utilization data provided in these reports shall be used to compare program outcomes to the Availability figures set forth in the most recent disparity study (and the aspirational goals set based on the study) and may be used to assist in the establishment of the contract-by-contract/project-by-project MBE and WBE Contract-by-Contract Subcontractor Goals discussed herein.

#### Authority to Investigate Discriminatory Practices, Non-Compliance, and Eligibility

Should a Bidder or Participant submit a written complaint of discrimination, the Compliance Department is authorized to investigate the complaint. An investigation may also be initiated based solely on a finding of a significant statistical disparity from the Annual Aspirational Goal or contract/project goal(s), as detailed herein. The details of any investigation, including findings, shall be recorded and maintained by the Compliance Department.

Upon the submission of a written sworn compliant of noncompliance, the Director of Compliance (or staff) may conduct an on-site inspection or desk audit of the project to determine whether the prime contractor has been utilizing the subcontractor in accordance with the contractual agreement for services.

The Compliance Department also has the authority to evaluate and/or investigate eligibility for inclusion in the M/WBE Program.

#### Sec. 1-10-153. Sanctions and Penalties for Noncompliance

The Director of Compliance shall recommend appropriate mechanisms to enforce the provisions of the M/WBE Program to the Commission, including but not limited to withholding of progress payments for non-compliance. Further, the failure of a Bidder or Participant to comply with the requirements of the M/WBE Program may be considered a material breach of Participant's agreement with the City and may be grounds for suspension or debarment.

#### Standards for Sanctions/Penalties.

Sanctions shall not be imposed unless there is evidence of specific conduct on the part of Participant that is inconsistent with or in direct contravention of the applicable provisions of this Program. In determining appropriate sanctions, the Director of Compliance and the Procurement Director, in consultation with the Commission, shall consider the following factors:

- 1. Whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the Participant of the duties imposed on them by this Program
- 2. The number of specific incidences of failure by the Participant to comply;
- 3. Whether the Participant has been previously suspended;
- 4. Whether the Participant has failed or refused to provide the Compliance Department with any information required or requested by this Program;
- 5. Whether the Participant has materially misrepresented any applicable facts in any filing or communication to the Compliance Department; and
- 6. Whether the Participant has subsequently restructured or taken other action to cure the deficiencies in meeting applicable requirements.

#### Sanctions Process.

Upon a determination by the Director of Compliance that a Participant has not fully and faithfully complied with the provisions of the M/WBE Program, in addition to any other remedies as may be available to the City under the relevant contract at law or in equity, the Compliance Department may, in its sole discretion, deduct from any scheduled or final payment due to the Participant the difference – calculated in dollars – between the agreed-upon MBW/WBE participation goal and the actual MBE/WBE goal(s) achieved by the Participant. In the event the Participant is able to adequately demonstrate and document good faith efforts to achieve initial compliance and/or perform as initially agreed-upon with regard to MBE/WBE participation, then the Participant shall not be liable for such sanctions/damages.

#### **Sec. 1-10-154. Exceptions**

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

#### Sec. 1-10-155. Sunset / Renewal

Beginning no later than August 1, 2027, and every five years thereafter, the City shall issue a Request For Proposals (RFP) to undertake a comprehensive update of the full disparity study, and upon completion of each disparity study, present disparity study results to the City, and following official review and a public comment period regarding those study findings and recommendations, the City shall consider any proposed modifications to, or sunset of, the M/WBE Program.

#### Sec. 1-10-156. Severability Clause

If any of the provisions set forth in this Chapter, or any section, subsection, paragraph, sentence, clause, phrase, or word thereof shall be found to be invalid, illegal or unenforceable for any reason, the application of the remainder of this Chapter shall not be affected by such invalidity.

### Sec. 1-10-157. Application

The amendments set forth in this Chapter shall not apply to any contract entered into and executed by the City, or any formal solicitation issued, prior to the effective date of the ordinance.

#### Sec. 1-10-158. Citizens Small Business Advisory Board

A Citizens' Small Business Advisory Board (CSBAB) shall be constituted to advise the Commission and the Director of Compliance on matters related to this ordinance, and to meet with minority owned and women owned small businesses, to review and provide input as to the issues in program administration. *See* Consolidation Act § 14(d). Members are appointed by the Mayor, Commission and the Richmond County Legislative Delegation. A list of the appointees is maintained in the Clerk of Commission's Office and is incorporated herein by reference.

#### Sec. 1-10-159 through Sec. 1-10-999. Reserved.

# Exhibit A Chapter 10B

#### LOCAL SMALL BUSINESS PROGRAM

#### Sec. 1-10-122. Title.

Augusta, Georgia Local Small Business Program ("LSBP").

#### Sec. 1-10-123. Objective.

Augusta, Georgia is firmly committed to the principles of equal opportunity and in keeping with these principles, hereby sets forth a program and establishes a mechanism for developing, approving, and implementing procedures by which Local Small Business enterprises shall be identified, informed and educated regarding opportunities for supplying goods, general services, and construction services required by Augusta, Georgia. The LSBP is a race and gender-neutral program intended to provide Local Small Businesses opportunities to perform as Prime Contractors on City contracts, provide encouragement for bidders to incorporate the use of Local Small Businesses as commercially useful Subcontractors, and promote balanced economic and community growth throughout Augusta, Georgia.

### Sec. 1-10-124. Policy, intent and purpose.

- (a) *Policy*. It is the policy of Augusta, Georgia that all necessary and reasonable steps shall be taken to ensure that Local Small Business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts funded by or through the Augusta, Georgia governing authority. Further, the Augusta, Georgia Commission has determined, as a means to ensure full economic participation by small local businesses, that a mechanism for developing, approving and implementing a LSBP is required.
  - Augusta, Georgia has established the LSBP to promote opportunities for registered Local Small Businesses to participate in Augusta, Georgia's contracting and procurement activities by providing opportunities for Local Small Businesses to perform as Prime Contractors on certain City contracts and by encouraging contractors to utilize registered Local Small Businesses to perform commercially useful functions to the maximum extent possible and as economically feasible, as partners or subcontractors for service delivery or as suppliers of various goods required in the performance of a contract. This LSBP is in addition to and shall not supplant the Local Preference of Code § 1-10-6.
- (b) Intent and Purpose. The Augusta, Georgia Local Small Business Program is established to encourage equal opportunity, diversity, and equity in Augusta, Georgia's contracting and procurement activities. In a race and gender-neutral manner, the Program will promote fair and equal opportunities for all Local Small Businesses. It is specifically intended that the encouragement of Local Small Businesses will allow for the development and growth of such businesses to increase competition for construction and procurement opportunities.
  - (1) It is the intent and purpose of this Program to encourage equal opportunity in Augusta, Georgia's contracting and procurement, to increase utilization of Local

- Small Businesses in City procurement, and to increase capacity of Local Small Businesses to compete for City contracts.
- (2) It is also the intent and purpose of this Program to encourage the use of the Local Small Business Program, which will have the benefit to Augusta, Georgia of assisting the local economy with job formation.
- (3) It is also the intent and purpose of the LSBP to develop evidence relevant to whether future race and gender conscious programs are necessary to remediate the effects of past or current discrimination, as required by applicable laws.

#### Sec. 1-10-125. Definitions.

- (a) Generally. Those definitions set forth in Chapter 10 of this Code shall also apply to Chapter 10B, except as provided in this section.
- (b) Specifically.
  - (1) Commercially Useful Function. For the purpose of determining whether a registered Local Small Business is performing a commercially useful function, the Director of Minority and Small Business Opportunities shall consider all of the facts in the record, viewed as a whole, including without limitation the following:
    - (i) A Local Small Business performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
    - (ii) To perform a commercially useful function, the Local Small Business must be responsible, with respect to material and supplies used on the contract or sub-contract for which it is engaged, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
    - (iii) A Local Small Business does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Local Small Business participation. In determining whether a Local Small Business is such an extra participant, the Director of Minority and Small Business Opportunities will examine similar transactions, particularly those in which Local Small Businesses do not participate.
  - (2) Director of Minority and Small Business Opportunities. The person designated by the Commission "to serve as equal employment opportunity director and as Director of Minority and Small Business Opportunities" in accordance with § 14(c) of the Consolidation Act.
  - (3) Gross Receipts. Total income or, in the case of sole proprietorship gross income, plus "cost of goods sold" as these terms are defined or reported on Internal

Revenue Service (IRS) Federal tax return forms; Form 1120 for corporations; Form 1120S for Subchapter S corporations; Form 1065 for partnerships; and Form 1040, Schedule F for farm or Schedule C for sole proprietorships.

- (4) Local Small Business. A corporation, sole proprietorship, partnership or other business organization that meets the requirements for registration as such with Augusta, Georgia in accordance with Section 1-10-128 of this Code.
- (5) *Non-Discrimination Statement*. Written affirmation made by a bidder relating to the bidder's conduct prior to submission of a bid as well as after award of a contract that the bidder agrees to:
  - (i) Follow the policies of Augusta, Georgia relating to the participation of Local Small Businesses.
  - (ii) Undertake certain measures to ensure the maximum practicable participation by Local Small Businesses; and
  - (iii) Not engage in discriminatory conduct against Local Small Businesses inconsistent with this Policy.
- (6) Personal Net Worth. Net value of the assets of an individual owner, after total liabilities are deducted must not exceed one million, two hundred and fifty thousand dollars (\$1,250,000). An individual's Personal Net Worth does not include the individual's ownership interest and the individual's equity in his or her primary place of residence. An individual's Personal Net Worth includes his or her share of assets held jointly with the individual's spouse. Property held by the entireties is deemed to be owned equally by the spouse.
- (7) *Prime Contractor*. A person or firm who is awarded a contract from Augusta, Georgia for provision of goods or services and has the primary responsibility for performance of the contract. The Prime Contractor may subcontract portions of the work required to Subcontractors, as indicated in the bid or solicitation documents.
- (8) Registered Local Small Business. Any business entity registered by the Director of Minority and Small Business Opportunities, providing goods or services, which has its principal office and place of doing business in Richmond County, Georgia; with three (3) year average gross annual receipts being not more than two and one half million dollars (\$2,500,000); and whose owners meet the personal net worth threshold, all as defined herein. The term Local Small Business shall also include a manufacturer with seventy-five (75) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues.

#### Sec. 1-10-126. Application; effective date.

Except as otherwise provided, this ordinance shall apply to all bids, proposals, contracts,

expenditures, and purchases commenced by Augusta, Georgia except sole source or emergency procurements and certain federally funded projects as provided herein. The effective date of this ordinance shall be the date it is approved by the Augusta, Georgia Commission.

#### Sec. 1-10-127. Program administration.

- (a) Services to be provided by the Local Small Business Program. The Director of Minority and Small Business Opportunities shall have the primary responsibility to assure that the LSBP is effectively and equitably carried out in Augusta, Georgia. Other Augusta, Georgia officials, the Procurement Director, Department Directors and management personnel shall give their full cooperation towards the implementation of the LSBP.
- (b) *Program.* The LSBP administration consists of performing vendor registration, education and outreach, and review of bid and proposal documents. Specifically, the program shall consist of:
  - (1) Developing and administering Local Small Business registration criteria and procedures.
  - (2) Establishing and maintaining a directory available to the public of registered Local Small Businesses capable of supplying the type and quality of equipment, supplies, general services, construction, and professional services required by Augusta, Georgia.
  - (3) Regularly seeking out and registering new Local Small Businesses to bid on Augusta, Georgia purchases and solicitations.
  - (4) Notifying vendors of their registration status and advising non-registered parties of their right to appeal the denial of registration which shall be filed with the Director of Minority and Small Business Opportunities within five (5) days of receipt of such notice.
  - (5) Developing annual forecasts and periodically updating the same based on a review of anticipated purchases and registered Local Small Businesses.
  - (6) Monitoring and reporting on legislative and judicial actions relevant to Local Small Business interests.
  - (7) Reviewing specifications and bid documents with the Procurement Department to ensure maximum opportunities for registered Local Small Businesses to compete on an equal basis for contracting opportunities and to perform commercially useful functions.
  - (8) Convening and/or participating in information sessions with Local Small Businesses regarding bid requirements and contract performance.
  - (9) Providing technical assistance, conducting seminars, visiting vendors, and performing other outreach services to encourage and increase participation in Augusta, Georgia's bidding process by Local Small Businesses.

- (10) Exploring and developing other means of expanding the program and attracting and increasing Local Small Business participation including joint efforts with other governmental agencies and authorities.
- (11) Refer Local Small Businesses to third party development assistance providers when appropriate for bonding, financial and technical assistance.
- (12) Attend pre-bid, pre-qualification or pre-proposal conferences to provide information on the LSBP.
- (13) Preparing and presenting an annual LSBP report to the Augusta, Georgia Commission.
- (14) Assist prime contractors and other potential bidders in identifying and contacting Local Small Businesses.
- (15) Develop outreach programs specifically targeted to educate Local Small Businesses about the LSBP.
- (16) The Director of Minority and Small Business Opportunities shall work with User Departments to determine the LSBP eligibility for each project between \$101,000 and \$300,000 to include those with subcontracting and/or supplier possibilities. The Director of Minority and Small Business Opportunities and User Departments shall have the authority to reduce or eliminate the LSBP eligibility on a project based on the type of contract, the type of subcontracting work that will be required, and the availability of Local Small Businesses.
- (17) Notify all registered vendors of formal bid opportunities through direct solicitation or public advertisement, including information on the LSBP.
- (18) Work with project managers and/or User Departments to divide larger projects into smaller projects or contracts when commercially appropriate, in order to create more opportunities for Local Small Businesses to participate in contracts let by Augusta, Georgia.
- (19) Provide data and technical assistance to support the outreach efforts of the LSBP as necessary and appropriate.
- (20) Ensure specifications are open and competitive.
- (21) The Director of Minority and Small Business Opportunities, the User Department and the Finance Director, may make special provision for progress payments as deemed reasonable to assist Local Small Businesses to carry out the terms of a contract.
- (22) When a Local Small Business is awarded a contract with Augusta, Georgia, the Procurement Director may furnish written confirmation of the same, providing the terms of the contract which may be used by the Local Small Business in negotiating

lines of credit with lending institutions.

- (c) Evaluation of the Local Small Business Program. The LSBP shall be evaluated on an annual basis. Each annual report shall be compiled by the Director of Minority and Small Business Opportunities and shall compare the fiscal year ending with the previous fiscal year. Evaluation of the program may include:
  - (1) Number of Local Small Business firms registered;
  - (2) Training and technical assistance offered to Local Small Businesses;
  - (3) Dissemination of LSBP information at pre-bid conferences; and
  - (4) Evaluation of the effectiveness of the Local Small Business in relation to the achievement of Augusta, Georgia's goals set forth under this policy, including the utilization of Local Small Businesses on contracts.

#### Sec. 1-10-128. Registration and certification procedures.

- (a) Registration Criteria; acceptance of certification by other governmental agencies. The LSBP requires prior registration or evidence of current certification by other governmental agencies Local Small Business Program. Eligibility requirements for registration are:
  - (1) Certification as to small business status may be accepted from other local governmental, state, or federal agencies that apply criteria substantially similar to that imposed by this ordinance.
  - (2) Applicant firm must complete an appropriate application form obtained from the Director of Minority and Small Business Opportunities and must qualify as a Local Small Business, as the term is defined in this Article as to principal place of business, gross annual receipts, and personal net worth thresholds.
  - (3) Applicant firm must have its principal place of business located within the geographic limits of Richmond County. A location utilized solely as a post office box, mailbox, mail drop, virtual office, telephone message center, or any combination thereof, with no substantial work function, shall not be deemed to be a significant local presence sufficient to qualify as a Local Small Business.
  - (4) Applicant firm must possess a valid Augusta, Georgia business license for six (6) months prior to submitting their LSBP registration application;
  - (5) The firm's three (3) year average annual gross receipts, as defined herein, must not exceed two and one half million (\$2,500,000) in annual gross receipts; the annual gross receipts limitation shall not apply to manufacturers with seventy-five (75) employees or less or wholesalers with fifty (50) employees or less.
  - (6) Applicant firm owner must be a citizen or lawfully admitted permanent resident of the United States;

- (7) Applicant firm must be a business, including a sole proprietorship, partnership, corporations, limited liability company, or any other business or professional entity:
  - (i) which is at least fifty-one (51) percent owned by one (1) or more of the applicant individuals identified, and the ownership must have been in existence for one (1) year or more; and
  - (ii) in the case of a publicly-owned business, at least fifty-one (51) percent of all classes of stock which is owned by one (1) or more of such persons, each of whom meets the net worth criteria as defined herein.
- (8) No individual owner of an applicant firm, or if a sole proprietorship or partnership the individuals themselves, may have a personal net worth that exceeds \$1,250,000, as that term is defined in this Article.
- (9) No Local Small Business shall be registered on the basis of the race or gender of its ownership regime.
- (b) Affidavit of No Change. Local Small Business registration is valid for a three-year period beginning on the date Augusta, Georgia registers the business into the LSBP. On the 1<sup>st</sup> year anniversary of registration, the Local Small Business must provide a completed Affidavit of No Change and evidence of continuing eligibility. Upon review and determination of continued eligibility the Local Small Business will remain registered with the City for an additional two years.
- (c) Renewal of Registration. Local Small Business registration is valid for a three-year period beginning on the date Augusta, Georgia registers the business into the LSBP. Sixty (60) days prior to the expiration of the registration of the Local Small Business, the Local Small Business must reapply by submitting a renewal application and evidence of continuing eligibility. Upon review and determination of continued eligibility, the Local Small Business will be renewed for an additional three years.

It is the responsibility of the Local Small Business to notify the Director of Minority and Small Business Opportunities of any change in its circumstances affecting its continued eligibility for the program. Failure to do so may result in the firm's de-registration and preclusion from future participation in the LSBP;

- (1) A Local Small Business that no longer meets registration criteria shall not be reregistered by the Director of Minority and Small Business Opportunities;
- (2) Firms that have been denied registration or re-registration may protest the denial as follows:
  - (i) Within five (5) days of receipt of denial of registration or re-registration, the firm may protest such action in writing to the Director of Minority and Small Business Opportunities. Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor

to exhaust administrative remedies.

- (ii) A hearing shall be held by Augusta, Georgia Administrator (or his or her designee) at which time the firm may present additional facts and evidence in support of its eligibility. Augusta, Georgia Administrator (or his or her designee) shall control all aspects of the hearing, including scheduling, conduct, witnesses, and evidence, and may request the attendance of witnesses and production of particular documents.
- (iii) Augusta, Georgia Administrator shall send written notice of the decision to the firm within thirty (30) days of the hearing.
- (iv) A firm found to be ineligible cannot apply for registration or re-registration for a period of one year after the effective date of the final decision.
- (d) *Limitations*. Notwithstanding any other provision of this program except on a finding of good cause by Augusta, Georgia, a registered Local Small Business is no longer eligible to participate in the LSBP after being enrolled for ten (10) consecutive years regardless of whether the firm received contracts or prime contracts under the program. If a firm has been released from the program before graduation as a result of exceeding the LSBP thresholds, it will still be eligible to receive contracts from Augusta.

In determining whether a good cause exists for a firm to continue participation beyond ten (10) consecutive years, Augusta may review all relevant factors such as amount of business previously received by the firm, and capability of other small firms to provide goods and services, impact on a potential contract opportunity for other local businesses to compete. In no event shall a firm's participation in the program extend beyond fifteen (15) years.

Participation or registration as a Local Small Business in the LSBP shall not preclude a registered firm from competing for a prime contract with Augusta, Georgia on the same basis as other prime contractors or suppliers.

- (e) *Graduation*. Augusta, Georgia shall graduate a Local Small Business from eligibility in the LSBP if any one of the following occurs:
  - (1) The Local Small Business' gross revenues in each of the previous consecutive three (3) years exceed an average of \$2.5 million;
  - (2) The net worth of any owner of a Local Small Business exceeds an average of \$1,250,000 for each of the previous consecutive three (3) years, exclusive of principal residence and the value of the Local Small Business; or
  - (3) The Local Small Business has participated in the LSBP for ten (10) years and Augusta, Georgia has not approved an extension of participation based on good cause.

### Sec. 1-10-129. Local Small Business program.

(a) Projects in certain dollar thresholds may be made available for Bid/award only to Local Small Businesses (LSBs) under the LSBP. The designation of the projects as eligible is a discretionary decision by the Director of Minority and Small Business Opportunities, in consultation with the User Department, and is based primarily on confirmation of availability -- i.e., there is a reasonable expectation that there will be at least three (3) responsible and responsive bids by certified LSBs and that the award will be made at a fair market price/value.

The purpose of this policy is to increase opportunities for LSBs to perform as Prime Contractors on City projects/contracts, growing capacity and gaining valuable experience. Therefore, LSBs must commit to self-performing a significant percentage of the contracted work (a minimum of 50 percent), limiting its ability to subcontract the work.

- (b) Departmental purchase requirements (small purchases, quotations, or informal bids). Subject to the dollar limits set forth under Augusta, Georgia ordinance, departments are authorized to make small purchases using Agency Purchase Orders. Departments shall be directed by Augusta, Georgia Administrator to utilize Local Small Businesses on small purchases whenever possible and appropriate.
  - (1) The Director of Minority and Small Business Opportunities shall make available to every Augusta, Georgia department a directory of registered Local Small Businesses and encourage their use of by departments.
  - (2) The Director of Minority and Small Business Opportunities shall provide annual training to all Augusta, Georgia Departments on the LSBP.
  - (3) The Director of Minority and Small Business Opportunities shall ensure that all Augusta, Georgia specifications for goods and services do not contain any unnecessary impediment to Local Small Business participation in the bid process.
  - (4) For small purchases, quotations or informal bids, the Using Department will solicit bids from registered Local Small Businesses to supply the required materials, equipment, supplies or services using the Local Small Business Registry created and maintained by the Director of Minority and Small Business Opportunities.
  - (5) The Director of Minority and Small Business Opportunities and Procurement Department will attempt to identify qualified Local Small Businesses and will include such Local Small Business in bid/quote solicitation lists.
  - (6) The Director of Minority and Small Business Opportunities will make recommendations to the Procurement Director and User Departments when specification appears to impede Local Small Businesses from competitively participating in a bid.
- (c) Procurement Department and User Agency Responsibilities.
  - (1) For purchases on which written bids are sought, registered Local Small Businesses which are ready, willing, and able to perform the required services or provide the required commodity will be solicited for a written quotation or bid.

- (2) Purchases from Local Small Businesses shall be tracked by the Director of Minority and Small Business Opportunities with the assistance and cooperation of the user Departments.
- (d) *Maintenance of Records*.
  - (1) The Director of Minority and Small Business Opportunities, with the assistance of the Department of Information Technology, shall compile data on Local Small Business participation as well as women and minority owned business participation. Information on prime contract awards and subcontractor utilization will be maintained by the Director of Minority and Small Business Opportunities which will gather information from all user Departments on a quarterly basis.
  - (2) Local Small Business utilization statistics shall be maintained in the following manner:
    - (i) Contracts and purchases shall be grouped into four categories: construction, professional services, general services, and materials/equipment/supplies.
    - (ii) Statistics shall measure overall awards to Local Small Businesses and to women and minority owned businesses by category of purchase (i.e., construction, professional services, general services, and materials/equipment/supplies).
    - (iii) All data necessary to evaluate the effectiveness of the LSBP in reducing discrimination against minority and women owned businesses shall be kept and maintained by the Director of Minority and Small Business Opportunities.
  - (3) Data collection is an important aspect of evaluating the effectiveness of the LSBP. The LSBP is a race and gender-neutral program and all data collection efforts shall be for evaluating purposes only. The following statistics shall be reported not less than annually to the Augusta, Georgia Commission by the Director of Minority and Small Business Opportunities.
    - (i) Regarding purchases of professional services, general services and material/equipment/supplies made through the competitive bid and quotation process:
      - 1. Total value of purchases.
      - 2. Total value of purchases from Local Small Businesses.
      - 3. Total value of purchases from women owned businesses.
      - 4. Total value of purchases from minority owned businesses.
    - (ii) Regarding small purchases by operating department using Agency

#### **Purchase Orders:**

- 1. Total value of small purchases by Augusta, Georgia Department.
- Total value of small purchases from Local Small Businesses by Department.
- 3. Total value of small purchases from women owned businesses by Department.
- Total value of small purchases from minority owned businesses by Department.

#### (iii) Regarding construction purchases:

- 1. Total value of construction contract awards.
- 2. Total value of construction contracts awarded to Local Small Businesses as prime contractors.
- 3. Total value of subcontracts awarded to Local Small Businesses.
- 4. Total value of subcontracts awarded to women owned businesses.
- 5. Total value of subcontracts awarded to minority owned businesses.

#### (e) Compliance.

- (1) It will be the duty of the Procurement Director to ensure that bids or proposals issued from the Procurement Department adhere to the provisions set forth in this Policy.
- (2) The Director of Minority and Small Business Opportunities, and all department directors will assume responsibility for evaluating compliance with this program in their respective contract areas and will review, on a continuing basis, all aspects of the program's operations to assure that the purpose is being attained and reporting same to the Director of Minority and Small Business Opportunities for tracking and annual report purposes.
- (3) Each Augusta, Georgia contract will contain a provision requiring compliance with this policy including maintenance of records, good faith efforts, and maintenance of information necessary to document compliance with, and effectiveness of the LSBP. This shall include the right of the Director of Minority and Small Business Opportunities and any compliance personnel to inspect such records. Compliance records will be a part of the official files located in the Procurement Office.
- (4) The Director of Minority and Small Business Opportunities shall be responsible

for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid or competitive sealed proposal projects prior to award of the contract.

(5) Each Augusta, Georgia contract will contain a provision prohibiting any agreements between a contractor and a Local Small Business in which the Local Small Business promises not to provide subcontracting quotations to other bidders or potential bidders.

#### (f) Competitive Bids.

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from Local Small Businesses who do not submit the best overall pricing to Augusta, Georgia.

#### (g) Outreach.

To maximize the identification, registration and utilization of Local Small Businesses, the following efforts will be undertaken by the Director of Minority and Small Business Opportunities:

- (1) Increase efforts to locate and register additional vendors, service providers, and construction contractors that can provide goods and services for Augusta, Georgia through media, vendor fairs, and electronic message boards.
- (2) As Georgia Department of Transportation, Federal Transit Administration, Department of Defense and Federal Aviation Administration certified construction contractors are located, invite local firms to register with Augusta, Georgia in accordance with the requirements of this Article in order to create an enhanced resource to using departments, buyers and prime contractors to locate registered Local Small Businesses for projects that can utilize Local Small Businesses for a commercially useful function.
- (3) Supply information to the Board of Commissioners regarding the LSBP and offer opportunities for ways in which the Board of Commission can be an advocate of the LSBP.

#### Sec. 1-10-130. Exceptions – federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBP, the federal (and Georgia) laws, regulations and conditions shall control.

#### Sec. 1-10-132 through Sec. 1-10-999. Reserved.



July 17, 2024

Fleming Park – Additional Funding for Expanded Scope of Services

**Department:** Central Services Department

**Presenter:** Ron Lampkin

Caption: Motion approve additional funding for purchase order 18REC416 to provide

expanded scope of services related to Fleming Park in the total amount of \$460,400.50 with an included 15% contingency (\$53,530.50) to Johnson Laschober & Associates, PC. (**No recommendation from Administrative** 

Services Committee July 9, 2024)

**Background:** The original scope of work in 2018 for PO 18REC416 was limited by

available funding at the time. Following award of the contract, additional issues and funding were identified to expand the scope of the contract three contract amendments (2 in 2018 and 1 in 2020). With further funding identified and updates to the Master Plan, the Parks and Recreation Department wishes to further expand the scope of this project to include multiple features that were not included in the original scope and are listed in

the attached documents.

**Analysis:** Johnson Laschober & Associates, PC will provide professional services

relating to design, permitting, construction oversight, and other related

services.

**Financial Impact:** Current Purchase Order Amount \$186,931.36

Revised Purchase Order Amount \$647,331.86

\$460,400.50; 329-06-1110/217-057-213

**Alternatives:** A – Approve the request; B – Do not approve the request

**Recommendation:** Approve additional funding for purchase order 18REC416 to provide

expanded scope of services for Fleming Park in the total amount of \$460,400.50 with an included 15% contingency (\$53,530.50) to Johnson

Laschober & Associates, PC.

Funds are available in

\$460,400.50; 329-06-1110/217-057-213

the following accounts:



#### ARCHITECTS + ENGINEERS + LANDSCAPE ARCHITECTS

#### **CONTRACT AMENDMENT NO. 4**

PROPOSAL #:	3042.1801	DATE:	April 15, 2024
To:	Ron Lamkin Interim Director Of Central Services	SENT BY:	☐ PHONE ☐ FAX

Augusta Richmond County EMAIL mmcdowell@augustaga.gov

RE: Fleming Park Contract Amendment

By: Darren R. Prickett, PLA, ASLA

TIME FRAME: See attached Anticipated Schedule

FEE: Existing Contract Number – 18REC416

Existing Contract Amount - \$186,931.36 (See Attached Fee Breakdown Summary)

New Scope and Fee - 6.5% of \$6,100,324.85 Owner's Budget = \$396,521.12 minus 10% Credit -

Proposed Amendment No.4 - \$356,870

+ \$53,530.50 (Design Contingency)

+\$50,000 (Estimated Reimbursables)

TOTAL \$460,400.50

#### **SCOPE OF SERVICES:**

Johnson, Laschober and Associates (JLA) appreciates the opportunity to provide professional engineering, architecture and landscape architecture design services related to the expanded project program and updated design scope at Fleming Park. The project scope will include:

#### Building

- A. New exterior doors, frames and hardware
- B. New interior doors, frames and hardware
- C. Building ADA accessibility from the pool deck
- D. ADA improvements to the front of the building
- E. New roof

#### Pool.

- A. New fencing with privacy screens
- B. New lighting and building lighting in pool area
- C. New pool plaster surfacing and new lane striping
- D. Repair and resurfacing of pool deck

#### Site

- A. New High School Regulation baseball field including dugouts, bleachers, backstop, scoring platform, scoreboard, lighting and fencing.
- B. New High School regulation softball field including dugouts, bleachers, backstop, scoring platform, scoreboard, lighting and fencing.
- C. Restroom Pavilion
- D. Flag Court
- E. Perimeter fencing and vehicular gates to improve site security
- F. Multipurpose green space with active and passive recreation opportunities
- G. Paved perimeter walking path
- H. Picnic pavilions and seating located adjacent to the multipurpose green space

- I. New pedestrian lighting at walking path
- J. New park entrance digital monument sign
- K. Melquan Robinson Memorial

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

Darren R. Prickett, ASLA, PLA

President & CEO

#### Attachments:

JLA Fee Breakdown Project Timeline Project Schedule

Meeting Minutes 001 and 0023042 Preliminary Cost Estimate and Master Plan Purchase Order Original Fee Purchase Order Revised 1 Purchase Order Revised 2 Purchase Order Revised 3

 $\label{lem:condition} K:\ 30421801\ Admin\ General\ Change\ Order\ Proposal\ 3-31-2022. docx$ 

## Fleming Park Fee Breakdown

JLA Project Number 3042.1801

Original Fee - \$98,040 based on 8.9% of 1.1 Million (Original Owner's Budget)

Amendment #1 - \$11,202 for Owner added scope (ADA Restrooms)

Amendment #2 - \$13,189.36 for Owner requested Electrical review of ballfield issues

Amendment #3 - \$64,500 for Owner revised scope to passive park

Existing Contract Fee with Fee Amendments - \$186,931.36

New Scope and Fee - 6.5%\* of \$6,100,324.85 Owner's Budget - \$396,521.12

10% Credit for Previous Design Completed - \$39,651.02

New Fee - \$356,870 (Not including Reimbursable)

Design Development (25%) - \$89,217.50

Construction/Permit Documents (45%) – \$160,591.50

Bidding (10%) - \$35,687.00

Construction Administration (20%) - \$71,374.00

Reimbursable Expenses (Survey, As-Builts, Permit and Bid Printing, Review Fees, Mileage, etc) - \$50,000

\*Fee percentage reduced from 8.9% to 6.5% for previous work completed and updated construction budget.

## Fleming Park Project Timeline

#### JLA Project Number 3042.1801

March 2018 - Notice To Proceed Received

March 2018 - Kick-off Meeting with Owner Representatives (Ref. Meeting Minutes 001)

April 2018 – Bernie Ward Restroom Renovations added to project scope (Contract Amendment No.1)

July 2018 – Design documents completed and issued for permitting

October 2018 - Melquan Robinson tragedy

Project put on hold. JLA asked to assist the city with facility electrical reviews (Contract Amendment No.2)

May 2019 – Various park redevelopment concepts presented to the client. Concepts ranged from rebuilding the existing park with new ball fields to recreating the park in a more passive park model

February 2020 – JLA directed to move forward with new scoped passive park design including a restroom building and a memorial for Melquan Robinson (Contract Amendment No.3)

July 2020 - Design documents completed and issued for permitting

August 2020 - JLA instructed to hold on the project and to look at adding ball fields back in scope

February 2021 – JLA directed to revisit concepts and cost estimates

March 2021 – Three new concepts presented to Commission

February 2022 -- Met with owner's representatives to discuss the history of the Fleming Park project

March 2022 – Meeting with owner's representatives to discuss new project scope and steps forward (Ref. Meeting Minutes No.2)

April 2022 - Master Plan and Cost Estimate updated based on revised scope

Summer 2022 - Discussions regarding the scope for new scoring tower at the proposed ball fields

November 2022 – JLA presented the latest park redevelopment Concept and Cost Estimate to the Public Services Committee and given approval to move forward with the plan as presented

December 2022 – JLA contract amendment submitted to owner's representative

January 2023 – JLA developed a Site Demolition Package with Specifications for public bidding. This package along with Contract Amendment No.4 submitted to Commission for approval.

May 2023 - Demolition Pre-bid site meeting

## Fleming Park Project Schedule

#### JLA Project Number 3042.1801

January 2024 – Site Demolition begins (Plans previously completed.) (Approx. Fee \$25,000)

February 2024 – Updated Topographic Survey and Design Utility Locate complete. (Approx. Fee \$32,000)

February 2024 – Site Design for Permitting and Bidding starts. (Approx. Fee \$195,000)

Summer 2024 – Permitting and Bidding (Approx. Fee \$35,000)

Fall 2024 – Construction begins. (Approx. Fee \$70,000)

Summer 2025 - Construction complete.



#### **MEETING MINUTES**

**MEETING MINUTES #: 001** 

DATE: December 13, 2019

**PROJECT:** Fleming Park Improvements

JLA #: 3042.1801

**SUBJECT:** Scope change

**ATTENDEES:** Robert Martin - Augusta Richmond County Rec Dept.

Ronald Houck - Augusta Richmond County Rec Dept.

Darren Prickett - JLA Rett Harbeson - JLA

1. Ron Houck kicked off the meeting by updating JLA on the new SPLOST budgets. Fleming Park currently has a \$1 million dollar budget for this phase of improvements.

- 2. The Safety Related improvements are first priority, safety improvements include:
  - a. Remove existing fence
  - b. Remove existing lighting
  - c. Remove electrical transformer
  - d. Remove the existing scoring tower
- 3. The new concept for Fleming park to is be a passive park with open multipurpose fields surrounded by a walking trail.
- 4. JLA will also work with Augusta Parks and Rec to develop a concept for a memorial for Melquan Robinson to be included in this phase.
- 5. Other components to the phase include:
  - a. Replaster Pool
  - b. Removal of raised planter on Pool deck
  - c. New interior restrooms
  - d. New Exterior Doors and hardware
  - e. New Gym lighting
  - f. Walking Track with Pedestrian scale lights provided by Georgia Power
  - g. Multi-Purpose Fields (including new turf, irrigation improvements, and fine grading)
  - h. Restroom/Picnic Facility
  - Entrance Plaza/Memorial

#### SUBMITTED BY: Rett Harbeson, PLA

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

cc: File

The foregoing conveys our understanding of items discussed and decisions reached during this meeting and shall be considered to be correct and binding unless notice to the contrary is brought to our attention within ten (10) days.

Johnson, Laschober & Associates, PC 1296 Broad Street P.O. Box 2103 Augusta, GA 30903 Telephone: 706-724-5756 Fax: 706-724-3955 Web Site: www.theJLAgroup.com Email: jla@theJLAgroup.com K130421801Nd/minlGeneralMinl001.dox



#### **MEETING MINUTES**

**MEETING MINUTES #: 002** 

DATE:

March 28, 2022

PROJECT:

Fleming Park Improvements

JLA#:

3042.1801

SUBJECT:

Scope change

**ATTENDEES:** 

Maurice McDowell, Director of Augusta Richmond County Parks and Recreation

Ron Lampkin - Director of Augusta Richmond County Central Services

Darren Prickett - JLA Rett Harbeson - JLA

- 1. Previously completed Master Plans for the facility were reviewed and examined on-site.
- 2. Program items for the building were discussed, the following items will be included as part of the Building Improvements:
  - a. Exterior Doors, Hardware, and frames to be replaced.
  - b. Interior Doors, Hardware, and frames to be replaced.
  - c. Accessibility to the building from the pool deck will be addressed.
  - d. ADA Improvements to the front building.
  - e. New Roof
- 3. Program items for the pool were discussed, the following items will be included in the pool upgrades.
  - a. New 10' fencing with privacy screens
  - b. New lighting included wall lights on the building.
  - c. Replaster and new lane striping
  - d. Repairs to Pool Deck with a new coating.
- Program items for the site were discussed, the following items will be included in the site improvements.
  - a. High School Regulation Baseball Field (including New Dugouts, Bleachers, Scoring Platform, Lights, scoreboards, and Fencing)
  - b. High School Regulation Softball Field (including New Dugouts, Bleachers, Scoring Platform, Lights, scoreboards, and Fencing)
  - c. Restroom Pavilion
  - d. Flag Court
  - e. Perimeter Fencing and Vehicular Gates to secure the site.
  - f. Passive Park with open space for an athletic field setup.
  - g. Walking Track
  - h. Picnic Pavilions and Benches (Located around the Passive Park Field)
  - i. New Pedestrian Lights for the Passive Park
  - j. New Entry with Digital Monument Sign
  - k. Melguan Robinson Memorial.

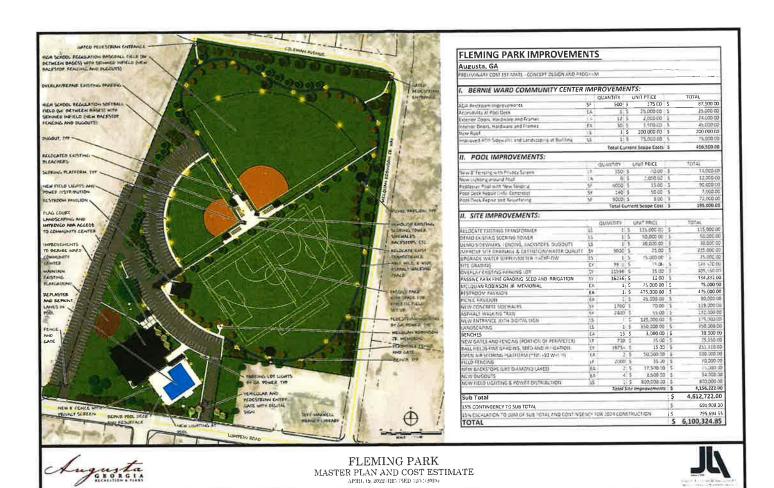
The foregoing conveys our understanding of items discussed and decisions reached during this meeting and shall be considered to be correct and binding unless notice to the contrary is brought to our attention within ten (10) days.

Johnson, Laschober & Associates, PC 1296 Broad Street P.O. Box 2103 Augusta, GA 30903 Telephone: 706-724-5756 Fax: 706-724-3955 Web Site: www.theJLAgroup.com Email: jla@theJLAgroup.com K:3042180114dmin/GeneralMirri002.dox Meeting Minutes No. [ENTER DATE HERE] Page 2

- 5. JLA will participate with the Owner in meetings with the family of Melquan Robinson to include them in the design of the memorial.
- 6. The next steps are to update the Master Plan and Cost Estimate to get Owner approval. Once approved JLA will provide a change order to the current contract for design, bidding and construction administration for the new scope of work.

## SUBMITTED BY: Rett Harbeson, PLA JOHNSON, LASCHOBER & ASSOCIATES, P.C.

cc: File



313

3043 (901

# A or some to Fig.

**PURCHASE ORDER** 

AUGUSTA, GEORGIA
SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1009

AUGUSTA, GEORGIA 30901-2377 Hage -1 of-1 -- PURCHASE ORDER NO. 18REC416

PHONE: (706) 821-2422 DATE DEPARTMENT VENDOR PHONE # REQUISITION/QUOTE NO. 03/16/18 661110 R298496 PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES. VENDOR # E-VERIFY# EMAIL B657

VENDOR

JOHNSON LASCHOBER AND ASSOC

P O BOX 2103

AUGUSTA, GA 30901

ATTN:

BID NUMBER: 17277

CONTRACT #: 18REC416 BUYER: NANCY

SHIP TO:

RECREATION DEPARTMENT ADMIN.

2027 LUMPKIN ROAD AUGUSTA, GA 30906 BILL TO:

AUGUSTA, GEORGIA

ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2336

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

				NOOTE NOOTE OF THE OWN		
QUANTITY	UNIT	PRODUCTID	DESCRIPTION	UNIT PRICE	AMOUNT	
1	EACH	į.	FLEMING PARK IMPROVEMENT DESIGN SERVICES	98,040.00	98,040.00	
			APPROVED BY COMMISSION 2/20/18. ITEM #14			
			329-06-1110/52-12115			
			1			
				- 1		
				QUANTITY UNIT PRODUCTID DESCRIPTION  1 EACH 1 EACH 2 FLEMING PARK IMPROVEMENT DESIGN SERVICES APPROVED BY COMMISSION 2/20/18. ITEM #14	QUANTITY UNIT PRODUCTID DESCRIPTION UNIT PRICE  1 EACH DESIGN SERVICES APPROVED BY COMMISSION 2/20/18. ITEM #14	

CONDITIONS -	READ (	CAREFULI	_Υ
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- The purchase is exempt by statue from payment of Federal State, and Municipal sales, exists and other lazes
- Sales, and a mount late.
  Shipping sharpes prepaid by vender
  Payment will be made on complete shipments only unless otherwise requested
  DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back grouns. We will reorder Tavailable. Please make delivenes between 3 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defeater or not in compliance with our specifications.
- 5 Indoor delivery if necessary
  9 Payment Net 30 or according to contract

NET TOTAL.....

98,040.00

APPROVED FOR ISSUE

4ASAms PROCUREMENT DIRECTOR

PURCHASE ORDER NO.

#### **PURCHASE ORDER**

03/16/18

DEPARTMENT

061110

DATE

AUGUSTA, GEORGIA SUITE 605, PROCUREMENT DEPARTMENT 535 TELFAIR STREET, MUNICIPAL BUILDING 1000

AUGUSTA, GEORGIA 30901-2377 PHONE: (706) 821-2422 Page 1 of 1 18REC416 VENDOR PHONE # REQUISITION/QUOTE NO. R298496

VENDOR # E-VERIFY# PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES. EMAIL 8657

VENDOR JOHNSON LASCHOBER AND ASSOC ATTN: CO #1 P O BOX 2103 BID NUMBER: 17277

AUGUSTA, GA 30901 CONTRACT #: 18REC416

BUYER: NANCY SHIP TO: BILL TO:

RECREATION DEPARTMENT ADMIN. AUGUSTA, GEORGIA 2027 LUMPKIN ROAD ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30906 AUGUSTA, GA 30901-2379 (706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		FLEMING PARK IMPROVEMENT DESIGN SERVICES	98,040.00	98,040.00
				APPROVED BY COMMISSION 2/20/18. ITEM #14		
				329-06-1110/52-12115		
0002	1	EACH		CO #1: ADDITIONAL A&E SERVICES TO HAVE THE RESTROOMS AT BERNIE WARD RENOVATED TO MEET ADA GUIDELINES	11,202.00	11,202.00
				APPROVED BY ADMINISTRATOR		
				272-06-1313/52-12115		
			CORRECTION: DATE 13/3///	HITTALS_PO	+ 1	
		,	DISENCUMBRANCE:	HTIALS		
		ŧ	14 IR	ITIALS		

COND	ITIONS.	READ	CARFE	HIY

- CNDITIONS NEAD CAREFULLY
  The purchasers assembly status from payment of Federat, Slate, and Municipalisales exose and other taxes.
  Shipping Charges shaded by senero.
  Payment will be made an complete shipments only, unless otherwise requested.
- DELIVERY FICKET MUST ACCOMPANY GOODS
- No pack orders. We will reorder if avoilable. Please make deliveres helween 9.4 M, and 4.2 M.
- All goods recorded with subsequent anylogy to inspect and return at Vendor's expense if defective or not in compliance with our specifications.

- Indigor delivery if necessary
  Payment Net 30 or according to so litrad.

NET TOTAL.....

109,242.00

APPROVED FOR ISSUE

4ASAMS PROCUREMENT DIRECTOR

## AUGUSTA, GEORGIA SUITE 605, PROCUREMENT DEPARTMENT

**PURCHASE ORDER** 

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

PURCHASE ORDER NO. 18REC416

Page 1 of 1

DATE DEPARTMENT VENDOR PHONE # REQUISITION/QUOTE NO 05/29/19 061110 R298496 VENDOR# E-VERIFY# **EMAIL** 

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND FACKAGES. B657 VENDOR

JOHNSON LASCHOBER AND ASSOC ATTN: CO #2 P O BOX 2103 BID NUMBER: 17277 AUGUSTA, GA 30901

CONTRACT#: 18REC416 BUYER: NANCY

11\_75

SHIP TO: BILL TO RECREATION DEPARTMENT ADMIN. AUGUSTA, GEORGIA 2027 LUMPKIN ROAD ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30906

AUGUSTA, GA 30901-2379 (706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

				ABOVE ADDRESS REGARDLESS OF SHIPFING DESTINATION.			
ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT	
0001	1	EACH		FLEMING PARK IMPROVEMENT DESIGN SERVICES	98,040.00	98,040.00	
0002	1	EACH	NITIALS (CO	APPROVED BY COMMISSION 2/20/18. ITEM #14 329-06-1110/52-12115 CO #1: ADDITIONAL AGE SERVICES TO HAVE THE RESTROOMS AT BERNIE WARD REMOVATED TO MEET ADA GUIDELINES	11,202.00	11,202.00	
0003	1	EACH	STATION:	APPROVED BY ADMINISTRATOR  272-06-1313/52-12115  CO #2: ADDITIONAL ARE SVCS FOR DESIGN ON FLEMING PARK IMPROVEMENTS  COMMISSION APPROVAL 2/27/19 APPROVED BY ADMIN 5/23/19  272-06-1313/52-12115	13,189.36	13,189.3 <b>6</b>	

CONDITIONS - READ CAREFULLY

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II DELIVERY TICKET MUST ACCOMPANY GOODS

o in a back or lets. We will replace if use lable if Reade make be ikeings between \$ A M and 4 PM.

All goods recoved with subsequent privilege transperd and reform a Mender's expense directors of notice completions with our specifical on-

3 Indigor delivery if necessary 2 Payment Net 30 or according is contract

VENDOR COPY

NET TOTAL..... 122,431.36 APPROVED FOR ISSUE PROGUREMENT DIRECTOR

**PURCHASE ORDER** 

AUGUSTA, GEORGIA
SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
Pa

PHONE: (706) 821-2422

PURCHASE ORDER NO. 18REC416

DATE DEPARTMENT VENDOR PHONE # REQUISITION/QUOTE NO. R298496 06/29/20 061110 PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS. AND PACKAGES VENDOR # E-VERIFY# **EMAIL** 8657

VENDOR

JOHNSON LASCHOBER AND ASSOC P O BOX 2103

AUGUSTA, GA 30901

ATTN: CO #3 BID NUMBER: 17277

CONTRACT #: 18REC416 NANCY BUYER:

Page 2 of 2

SHIP TO:

RECREATION DEPARTMENT ADMIN.

2027 LUMPKIN ROAD AUGUSTA, GA 30906

BILL TO:

AUGUSTA, GEORGIA

ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0004	1	EACH		CO #3: INCREASE IN DESIGN AND ENGINEERING FEE DUE TO REVISED SCOPE AND REVISED MASTER PLAN FOR THE PARK	64,500.00	64,500.00
				APPROVED BY COMMISSION3/19/20, ITEM #16 329-06-1110/52-12115		

CONDITIONS - READ CAREFULLY

- The gurchood is exempt by Malue from payment of Federal, State, and Municipal sales cause and other lares.
- Shipping charges prepaid by vendor.
  Payment will be made an portipule shipments only unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS. No pack orders INVe will recrude if available

- Please make deliveriges between 3 A M and 4 PM.
  All goods received with subsequent painting to inspect in 1 religin at bandor's expense if defective or not in compliance with dry specifications.
- ndoor delivers if vegestary

NET TOTAL....

186,931.36

APPROVED FOR ISSUE

PROCUREMENT DIRECTOR

REQUISITIONER



Meeting Date: July 17, 2024

2023 Financial Audit

**Department:** Administrator / Finance

**Presenter:** 

**Caption:** Receive as information a presentation by Mauldin & Jenkins of the results of

the 2023 Financial Audit.

**Background:** Annual audited financial reports are required by the State of Georgia and are

also necessary to fulfill continuing disclosure requirements after the issuance

of bonded debt.

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** Receive as information a presentation by Mauldin & Jenkins of the results of

the 2023 Financial Audit.

Funds are available in N/A

the following

accounts:

**REVIEWED AND** N/A



July 17, 2024

## Rebidding the RFP solicitation for audit services

**Department:** N/A

**Presenter:** N/A

Caption: Motion to approve rebidding the RFP solicitation for audit services in

association with Augusta Parks & Recreation Department. (**Requested by Mayor Pro Tem Brandon Garrett** in the June 18, 2024 Commission

Meeting)

N/A

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 



July 17, 2024

## Richmond County Juvenile Court FY 25 Juvenile Justice Incentive Grant

**Department:** Juvenile Court

**Presenter:** Nolan Martin, Superior Court Administrator

Caption: Motion to approve the acceptance of a \$450,000 Juvenile Justice Incentive

Grant. (No quorum July 9, 2024 meeting)

**Background:** The Richmond County Juvenile Court awarded a \$450,000 grant to fund

evidence based programs for youth involved with the Department of Juvenile

Justice as an alternative to committment.

**Analysis:** N/A

**Financial Impact:** No Match Required.

N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in Fund 220

the following accounts:

**REVIEWED AND** 

## [EXTERNAL] FY25 JJIG Notification

## Stephanie Mikkelsen <SMikkelsen@cjcc.ga.gov>

Thu 6/13/2024 10:14 PM

To:Audrey Armistad <AArmistad@augustaga.gov>;DaCara Brown <DBrown@augustaga.gov> Cc:Willie Saunders <WSaunders@augustaga.gov>;Judge Spencer <KSpencer@augustaga.gov>;Nancy He <MHe@augustaga.gov>;Judge Chanette Lewis <CLewis@augustaga.gov>;Chelsea Benson <chelsea.benson@cjcc.ga.gov>; Laura Oropeza < laura.oropeza@cjcc.ga.gov>

Good Evening,

Congratulations. It's my pleasure to inform you that the Criminal Justice Coordinating Council has awarded Richmond County a total of \$450,000 as part of the FY25 Juvenile Justice Incentive Grant Program. Laura will be sending a separate email containing the award packet, instructions on how to submit the packet, and additional guidance regarding budgets no later than next week.

Thank you for your dedication to helping our youth and we look forward to continue working with you all!

Respectfully,

Stephanie

#### Stephanie Mikkelsen

Juvenile Justice Program Director

<u>Criminal Justice Coordinating Council</u>

104 Marietta St. NW, Suite 440, Atlanta, GA 30303

M: 404.275.6511 | VRI: 404.902.8826









[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT **CLICK** on links, open attachments or respond to requests for information unless you are sure the content is safe.]

## AUGUSTA, GEORGIA New Grant Proposal/Application

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

structure and financial goals.			
Proposal Project No. Project	Гitle		
In keeping with Georgia's goal of inc proposals seeking local juvenile justi Incentive Grant Program funding ain	ce projects that aim to reduce the r as to develop programs that addres . EBP - Thinking For A Change (T	ore effective juvenile system, CJCC offers this number of youth served out of home. The Juvenile sthe needs of youth who are typically committed. Aggression Replacement Training (AR)	enile Justice itted to the Georgia
Start Date: 07/01/2024 Submit Date: 03/22/2024 Total Budgeted Amount: 625,000.00  Sponsor: GM0012 Sponsor Type: S	End Date: 06/30/2025 Department: 022 Total Funding Agency: Criminal Justice Coord Co	Juvenile Court Cash Match? 625,000.00 Total Cash Match:	N 0.00
Purpose: 2	Serve Comm Juvenile Cts	Flow Thru ID: GM0012 Criminal Jus	etice Coord Co
( <del></del>	Contacts	Table 12. Giviotiz Cimina Jus	sace Coora Co
Type ID Name		Phone	
I GMI025 DaCara	Brown	(706)821-4	4261
Type By  FA D. CRAIG  1.) I have reviewed the Grant application and Find the grant/award to be feasible to the	d enclosed materials and:	Dept. Signature:  Grant Coordinator Signature:	3/27/2020
Finance Director  2.) I have reviewed the Grant application a  Approve the Department Agency to mo	Date and enclosed materials and:	-07-202 <u>4</u>	
O Deny the request  Administrator  This form will also be used to provide	Date	mation on all grants for compliance and	
certification requirements as required  User: DB06631 - DaCara Brown	by the State and Federal Gover	onment.	

Report: GM1000\_PROPOSAL - GM1000: Grants Management: 1

322

Current Date: 03/22/2024

Current Time: 11:58:50



July 17, 2024

Contract with Logicalis

**Department:** Information Technology

**Presenter:** Reggie Horne, Deputy CIO

Caption: Motion to approve Contract with Logicalis to migrate Cisco UCCX to

Webex Contact Center. (No quorum July 9, 2024 meeting)

**Background:** Cisco Unified Contact Center Express (UCCX) is the Call Center software

supported and maintained by the Information Technology Department that allows multiple City Departments to provide public-facing customer service through Call Centers and Interactive Voice Response technologies. Among the Departments and Offices using this technology are the 311 Department, the Utilities Department, the Information Technology Department, and the

Tax Commissioner's Office.

**Analysis:** The current version of UCCX is in need of an upgrade that will include a

migration to the cloud in order to support the ongoing processes of these

Departments as well as to keep up with the ever-changing pace of

technological development within this specialized system environment. This

cloud migration will result in a better user experience for the

Departments/Offices utilizing this technology as well as for the Citizens of

Augusta.

**Financial Impact:** The one-time cost for this migration is \$36,451.00

**Alternatives:** N/A

**Recommendation:** Approve Contract with Logicalis to migrate Cisco UCCX to Webex Contact

Center

**Funds are available in** GL 328012110-5213119 / JL 212925102-5213119

the following accounts:

**REVIEWED AND** N/A



## Webex Contact Center Migration Quotation # 2024-181806v3

## **Prepared By Logicalis for:**

Augusta-Richmond County Georgia

To the attention of:
Reggie Horne
Augusta-Richmond County Georgia
360 Bay St Ste 180
Augusta, GA 30901-1566
Tel: (706) 821-1571
Email: horne @augustaga.gov

June 19, 2024

## **Pricing Summary**

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Hardware	\$6,000.00
Professional Services	\$30,451.00
Grand Total	\$36,451.00



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at <a href="www.us.logicalis.com">www.us.logicalis.com</a>



Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company's goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy.



# Webex Contact Center Migration Quotation # 2024-181806v3

Customer Name & Address	Logicalis Account Executive		
Reggie Horne Augusta-Richmond County Georgia 360 Bay St Ste 180 Augusta, GA 30901-1566 (706) 821-1571 horne@augustaga.gov	Leslie Kern 3815 River Crossing, STE 50 Indianapolis, IN 46240 +1 3178531924 leslie.kern@us.logicalis.com		
Bill To Address	Ship to Address		
Augusta-Richmond County Georgia 535 Telfair Street Augusta, GA 30901	Augusta-Richmond County Georgia 535 Telfair Street Augusta, GA 30901		

Item	Qty	Part Number	Description	Extended Price	
Products					
1	1	CONTINGENCY	CONTINGENCY	\$6,000.00	\$6,000.00
Products Subtotal				\$6,000.00	
Logicalis Professional Services - Fixed Fee					
2	1	PS	Project Initiation	\$15,225.50	\$15,225.50
3	1	PS	Configuration Complete \$12,180.40		\$12,180.40
4	1	PS	Project Completion	\$3,045.10	\$3,045.10
Logicalis Professional Services Fixed Fee Subtotal			\$30,451.00		

Grand Total	
Products and Services Subtotal:	\$36,451.00
Grand Total:	\$36,451.00



### **Solution Summary**

Augusta-Richmond County Georgia is requesting assistance from Logicalis Professional Services (PS) with the migration from their on-premises Cisco Unified Contact Center Express (UCCX) platform to the cloud-based Webex Contact Center (WxCC) platform.

Augusta-Richmond County Georgia's current UCCX environment consists of the following:

- 161 Agents
- 34 Supervisors
- 5 Teams
- 7 Entry Points
- 15 Applications
- 16 Contact Service Queues (CSQ)
- 33 Scripts
- 2 Outbound Campaigns

One of the applications that Augusta provides to its customers is a Utilities application. This allows the customer to request information about their account, check balances, and make payments. Augusta uses Enquesta and InvoiceCloud to provide these features. Each service is integrated with UCCX via custom Java modules in two (2) advanced scripts. InvoiceCloud uses Secure Socket Layer (SSL) certificates to secure communications. The Enquesta application also outputs a text file each week that is loaded into the UCCX Outbound Dialer Campaign.

Augusta would also like to take advantage of the Omnichannel features in WxCC and offer Short Message Service (SMS) chat capabilities to its customers in one (1) department. The Logicalis PS engineer will configure Webex Connect and integrate it with WxCC then create the required templates for the SMS chat queues.

Public Switched Telephone Network (PSTN) service will be provided to WxCC with the Bring Your Own PSTN (BYoPSTN) model. Logicalis will configure a Cisco router to function as a voice Point of Presence (vPOP) that will connect the existing PSTN and the Webex Cloud. Existing UCCX entry point Direct Inward Dial (DID) numbers will be pointed towards the vPOP.

Logicalis PS will migrate the existing UCCX environment one-for-one to the WxCC platform. The Logicalis PS engineer will also provide two (2) end-user training sessions, one for agents and one for supervisors, which will function as train-the-trainer sessions. One (1) administrator knowledge transfer session will also be provided by the Logicalis PS engineer. All sessions will be recorded and distributed to Augusta for future reference.

All work performed by the Logicalis PS engineer will be remote.

#### **Professional Services Statement of Work**

# Communication & Network Services - Webex Contact Center Tasks and Activities

- 1 Plan
  - 1.1 Implementation Planning
    - 1.1.1 Verify WXCC tenant and licenses
    - 1.1.2 Data gathering meeting with Customer to include network infrastructure, dial plan, voice gateway, migration, training, and cutover planning
    - 1.1.3 Data gathering for site with 101-250 agents
    - 1.1.4 Low Level Design Document (LLD) creation and technical review



- 1.1.5 Conduct a Customer review meeting for approval of the implementation plan, test plan and fallback plan
- Implement
  - Implementation Configuration 2.1
    - 2.1.1 Configuration of up to (5) teams, including supervisors
    - Configure up to (16) voice queue(s) 2.1.2
    - 2.1.3 Configure up to (1) WebChat queue(s)
    - 2.1.4 Configure up to (7) entry point(s)
    - Configure up to (2) outbound campaign(s) 2.1.5
    - 2.1.6 Configure voice gateway for Webex Contact Center vPOP
    - 2.1.7 Configure up to (2) advanced script(s)
    - 2.1.8 Configure directory connector in Customer environment
    - 2.1.9 Configure Webex Control Hub with SSO
  - 2.2 Implementation Scripting
    - 2.2.1 Configure up to (7) basic script(s)
- 3 Support
  - Knowledge Transfer 3.1
    - 3.1.1 Provide up to (2) end user training classes for up to 15 users per class
    - Provide up to (2) hours of system administrator knowledge transfer 3.1.2
  - 3.2 Support
    - 3.2.1 Provide up to (4) hours of day-1 support remote
- Validate
  - 4.1 System Cutover
    - After-hours system cutover 4.1.1
    - 4.1.2 Perform testing following approved test plan

#### **Deliverables**

- Implementation Plan
- Informal Recording of Knowledge Transfer

#### **Project Management**

The assigned Logicalis Project Manager will be responsible for providing the following Project Management Services:

#### **Project Management (L2)**

#### **Planning**

- Project kick-off call
- Introduce project team and define roles & responsibilities.
- Resource scheduling
- Creation of Work Breakdown Structure (WBS) and Schedule
- Project Communication Plan

#### Execution

- Tracking of Products relating to this SOW ordered through Logicalis, if applicable
- Project tasks and schedule management
- Project status meetings up to 5 hours\*
- Project status reports, consisting of:
  - 1. Overall project health & status indicators
  - 2. Percentage complete
  - 3. Project Phase
  - 4. High level accomplishments

  - 5. Review status of project activities6. Project issues & Risk Management Registers
- Resource schedule management
- Point of contact for project escalations, coordination, and communications

#### **Monitoring & Controlling**



- Project Deliverables management
- Scope of Services and Project Schedule management
- Document Project Change Requests (PCRs), if applicable
   Labor hours consumption and expenses for T&M engagements
- Project WBS & milestone management
- Ensure customer satisfaction

#### **Closing**

Project closure Deliverables review call with Customer

\*If the Project is priced as a Fixed Price, the Price includes up to five (5) cumulative resource hours dedicated for status meetings. Any additional time spent on status meetings in excess of these five (5) hours are considered out of scope. Such additional meetings require a mutually agreed upon PCR. If the Project is priced on a Time and Material basis, then Customer will be billed according to the rates set forth herein.



# **Professional Services Assumptions / Customer Responsibilities**

- · Provide remote access to Logicalis PS engineer
- Provide Webex Control Hub access to Logicalis PS engineer
- · Provide Cisco router, virtual or physical, with licensing for vPOP
- Provide all WxCC licensing including Outbound Campaign
- · Valid support contracts with Enquesta and InvoiceCloud
- Enquesta and InvoiceCloud must be cloud accessible and support REST API
- Logicalis is required by Cisco to be first call support on any Webex Contact Center related problems. Augusta must have active VIT with Logicalis to cover these support calls.

#### **Contiguous Delivery**

Logicalis has selected, designed, and quoted the Services to be performed and (as applicable) Deliverables to be provided under this SOW with an understanding that they will be delivered on a contiguous schedule in accordance with the timeline set forth herein. Adherence to this contiguous timeline enables Logicalis to deliver maximal value to Customer in the most timely and efficient manner. Customer acknowledges and agrees that a Project Change Request, setting forth any applicable adjustments to the project timeline and pricing, including but not limited to hourly, recurring, and flat fee pricing (depending on the impact on Logicalis' efficiencies and resource allocations), will need to be made and executed in any of the three (3) following events:

- 1. Customer requests a change of the SOW timeline or scheduling of Services for convenience; or
- Customer is the precipitating reason, either by its own action or inaction or that of its contractors, agents, employees, or (as applicable) users of Services performed under this SOW, cause a delay in the performance of Services by Logicalis; or
- 3. Customer requests a project hold (i.e., a pause in Logicalis' performance of Services).



#### **Terms and Conditions**

#### Terms Applicable to All Sales

- In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
- 2. All items not specifically included in this document are out of scope.
- 3. Prices are valid for 30 days from date of the document unless otherwise stated.
- The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

#### Terms Applicable for Product Sales

- Logicalis' Terms and Conditions of Sale, found at us.logicalis.com/tcsales, are incorporated herein by reference.
- 2. Any variation in quantity or requested delivery may result in price changes.
- 3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.
- 4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
- 5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
- 6. To the extent this Quotation includes Cisco Cloud Services, the following link shall apply: www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html. "Cisco Cloud Services" shall mean any of the offerings described on the aforementioned link. If Customer does not issue a purchase order to Logicalis or otherwise accept a Logicalis quotation to renew such Cisco Cloud Services, or does not otherwise provide written notice of non-renewal, at least forty-five (45) days prior to the end of the then-current subscription term thereof, then the Cisco Cloud Services shall automatically renew and Customer agrees to pay Logicalis for such renewed subscription term at the rates charged by Logicalis therefor.

#### Terms Applicable for Professional Services Sales

- 1. Logicalis' Terms and Conditions of Sale, found at us.logicalis.com/tcsales, are incorporated herein by reference.
- General customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services (as applicable to this Quotation), found at us.logicalis.com/ gcr, are incorporated herein by reference.
- 3. Unless otherwise mutually agreed upon, reasonable travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls and lodging). Meals, if any, will be billed at the per diem rate of \$65.



# **Quotation Acceptance**

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By: Augusta-Richmond County Georgia	Accepted By: Logicalis, Inc.	
Signature	Signature	
Printed Name	Printed Name	
Title	Title	
Date	Date	

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Item 28.

JUN 21 PM 2:48

Augusta-G & O R G I A

Tameka Allen

Chief Information Officer

Reggie Horne

Gary Hewett

Deputy Chief Information Officer

Deputy Chief Information Officer

To:

Ms. Geri Sams, Director, Procurement

From:

Ms. Tameka Allen/CIO

Date:

June 20, 2024

Subject:

Request for Approval – Webex Contact Center Migration for UCCX

Cisco Unified Contact Center Express is the Call Center software supported and maintained by the Information Technology Department that allows multiple City Departments to provide public-facing customer service through Call Centers and Interactive Voice Response technologies. Among the Departments and Offices using this technology are the 311 Department, the Utilities Department, the Information Technology Department, and the Tax Commissioner's Office.

The current version of UCCX is in need of an upgrade that will include a migration to the cloud in order to support the ongoing processes of these Departments as well as to keep up with the everchanging pace of technological development within this specialized system environment. This cloud migration will result in a better user experience for the Departments/Offices utilizing this technology.

I've attached the proposal from Logicalis for this project, and it includes all the necessary work components to complete this upgrade and migration.

The total cost of this upgrade is \$36,451.00 to be funded from the SPLOST V Software Allocation funds. I am sending this request through Procurement for sole-source authorization. I am requesting sole-source approval as Logicalis is the only vendor capable of completing this upgrade as they are the original implementor of our UCCX system environment. Upon your review and approval, this item will be submitted to the Augusta Commission for final approval.

Thank you in advance for your consideration and response.

Approve/Deny:

Ms. Geri Sams, Director, Procurement

Date:

Attachment

Information Technology
535 Telfair Street, Building 2000
Augusta, GA 30901
(706) 821-2522 – FAX (706) 821-2530
www.AugustaGa.gov



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

Vendor:		Logicalis		E-Verify Numb	er:	148902
Commodity:	Contact	Center Migration fo	or UCCX			
Estimated and	nual expen	diture for the above c	ommodity or se	ervice:	\$	36,451.00
justification a	and suppor	w that apply to the t documentation as drvices requested).	proposed purch irected in initia	nase. Attach a maled entry. (More	emorandur than one er	n containing complete ntry will apply to most
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	2.	DISTRIBUTOR OF	THE ORIGINATE OF THE ORIGINAL	AL MANUFACTU or's — written ce	JRER OR	TA GEORGIA AREA PROVIDER. (Attach the hat identifies all regional
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	4.		EPARTMENT (	OR PERFORM TI	HE INTENI	EET THE SPECIALIZED DED FUNCTION. (Attach
X	5.	THE PARTS/EQUII STANDARDIZATIO				SOURCE TO PERMIT ndardization request.)
	6.					N AND JUSTIFICATION HED MEMORANDUM.
The undersig of the service or material.	ned reques or materia	sts that competitive pr	ocurement be v le source justifi	vaived and that th cation be authoriz	e vendor id zed as a sol	entified as the supplier e source for the service
Name:	Rego	ne Horne	Department:	normation Tecl	nnology	Date: 6/20/2024
Department H	Head S gna	ature:				Date: 6/30/24
Approval Au	thority:	XSIN	James			Date: 4/34/34
Administrato	r Approva	(required) not required)				Date:
COMMENTS	S:	Requere	Comm	Apreso	2	



# **Commission Meeting**

July 17, 2024

# Proposal from Best Friends Animal Society

**Department:** N/A

**Presenter:** N/A

Caption: Update from the Administrator/staff regarding the proposal from Best

Friends Animal Society. (No recommendation from Public Safety

Committee June 11, 2024 deferred from the June 18, 2024 Commission

Meeting).

N/A

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 

**APPROVED BY:** 



# **Commission Meeting**

July 17, 2024

#### Affidavit

**Department:** N/A

**Presenter:** N/A

**Caption:** Motion to authorize execution by the Mayor of the affidavit of compliance

with Georgia's Open Meeting Act.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

N/A

the following accounts:

**REVIEWED AND** 

**APPROVED BY:**