



## COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, January 16, 2024

2:00 PM

### INVOCATION

Pastor Claude Harris, Sr., New Life Worship Center

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

### RECOGNITION(S)

- A. **Congratulations! 2023 November and December** Years of Service (YOS) 25–50-year recipients.

### DELEGATION(S)

- B. **Mr. Bob Young** to discuss the appearance of the city.
- C. **Mr. Gregory R. St Ville** regarding Keep Augusta Moving 2024; transit and sidewalk.

### CONSENT AGENDA

*(Items 1-19)*

### PLANNING

1. **Z-23-41** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by Johnathan Thomas on behalf of Demure Properties, LLC requesting a **rezoning from zone R-1B (One-family Residential) to zone R-2 (Two-family Residential)** affecting property containing approximately 0.2 acres located at 2005 Grand Boulevard. Tax Map 072-2-037-00-0. **DISTRICT 2**
2. **Z-23-51** – A request for concurrence with the Augusta Planning Commission to **APPROVE** petition by Carmela Ann Thomas requesting a rezoning from zone R-1C (One-family Residential) and R-MH (**Manufactured Home Residential**) to zone **R-MH (Manufactured Home Residential)** affecting property containing approximately 0.33 acres located at **2802 April Drive**. Tax Map #094-0-367-00-0.
3. **Z-23-52** – A request for concurrence with the Augusta Planning Commission to **APPROVE** petition by Patrick Wells on behalf of PLM of Augusta Properties, LLC, requesting to remove condition number 7 of previously adopted zoning case **Z-21-18**, which limits the use of the property to a landscaping business only and restricts storage of landscaping-related materials, affecting property containing approximately 10.67 acres located at **2930 Milledgeville Road**. Tax Map 070-4-100-00-0.

4. **Z-23-53** – A request for concurrence with the Augusta Planning Commission to **APPROVE** petition by Tasha Madison on behalf of Standard Leverett requesting a rezoning from zone **R-1A (One-family Residential) to zone R-MH (Manufactured Home Residential)** affecting property containing approximately 0.4 acres located at **2016 Merritt Road**. Tax Map #055-4-053-01-0.
5. **SE-23-06** – A request for concurrence with the Augusta Planning Commission to **DENY** petition by Arvind Patel on behalf of Reray Properties, LLC requesting a **Special Exception** to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.29 acres located at **3107 Deans Bridge Road**. Zoned **B-1 (Neighborhood Business)**. Tax Map #096-2-205-00-0.
6. **SE-23-09** – A request for concurrence with the Augusta Planning Commission to **APPROVE** petition by Brian Byler on behalf of David A. Duffie requesting a **Special Exception** to construct a private recreational facility per Section 26-1(i) of the Comprehensive Zoning Ordinance affecting properties containing approximately 10.57 acres located at **3805, 3807, and 3819 Wrightsboro Road**. Zoned **R-3B (Multiple-family Residential)**. Tax Map #039-0-019-00-0, 040-0-109-00-0 and 040-0-110-00-0.
7. **SE-23-10** – A request for concurrence with the Augusta Planning Commission to **APPROVE** petition by Rimrock Development Holdings on behalf of Patricia M Reece requesting a **Special Exception** to construct an **extended stay hotel** per Section 22-2(d) of the Comprehensive Zoning Ordinance affecting property containing approximately 3.7 acres located at **3731-Wheeler Road**. Zoned **B-2 (General Business)**. Tax Map #030-0-230-06-0.
8. A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions a petition by Realty One Group Visionaries on behalf of Laney Walker Development Corporation requesting a rezoning from zone **R-1C (One-family Residential) and LI (Light Industrial) to PUD (Planned Unit Development)** affecting properties containing approximately 22.21 acres located at **1312, 1314, 1408 and 1409 Steiner Avenue and 1733 Mill Street**. Tax Map #059-3-001-00-0, 059-3-029-00-0, 059-3-028-00-0, 059-3-027-00-0 and 059-3-026-00-0
9. A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Peter Tuchyna on behalf of Imani Willingham requesting a rezoning from zone **R-1 (One-family Residential) to zone R-1B (One-family Residential)** affecting property containing approximately 1.41 acres located at **3957 and 3959 Carolyn Street**. Tax Map #051-0-251-00-0 and 051-0-252-00-0.
10. A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Jonathan Thomas on behalf of Thoai Duy Tu requesting a rezoning from zone **R-1C (One-family Residential) to zone R-3C (Multiple-family Residential)** affecting property containing approximately 0.19 acres located at **1377 Wrightsboro Road**. Tax Map #059-1-087-00-0
11. A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Chuck Warbington on behalf of Susan Hardwick requesting a rezoning from zone **R-1A (One-family Residential), B-2 (General Business), and LI (Light Industrial) to zone R-1E (One-family Residential)** affecting property containing approximately 35.57 acres located at **2014 and 2020 North Leg Road, 1904 and 1914 Wylds Road and 2041 Gordon Highway**. Tax Map #055-0-005-00-0, 055-0-005-04-0, 055-0-005-01-0, 055-0-005-02-0 and 069-0-004-00-0.

## **PUBLIC SERVICES**

- 12. Motion to approve New Ownership (Existing Location): A.N. 24-2:** A request by **Jason K. Shepherd** for an on-premises consumption **Liquor, Beer & Wine** License to be used in connection with Fishbowl Lounge located at 2248 Lumpkin Rd. There will be **Dance**. District 5. Super District 9. **(Approved by Public Services Committee January 8, 2024)**
- 13. Motion to approve New Ownership (Existing Location): A.N. 24-3:** A request by **Lanell Demmons** for an on-premises consumption **Beer & Wine** License to be used in connection with Chuck E Cheese located at 3435 Wrightsboro Rd. There will be **Sunday Sales and Kids Arcade**. District 5. Super District 9. **(Approved by Public Services Committee January 8, 2024)**
- 14. Discussion:** A request by **Catrina E. Anderson** for a **Massage Operator's License** to be used in connection with Beyond Body Massage located at 1835 Central Ave. District 1. Super District 9. **(Approved by Public Services Committee January 8, 2024)**
- 15. Motion to approve** tasking the Administrator with organizing a tour in the next 60 days of various neighborhoods such as Harrisburg, Laney-Walker and other areas that commissioners may suggest and that commissioners, representatives from Code Enforcement and Engineering Department, the Fire Chief, officials in Magistrate Court and anyone else deemed necessary to be there to see the bad conditions of where people are living in the properties owned by slumlords and absentee property owners throughout the county. **(Approved by Public Services Committee January 8, 2024)**

#### **ADMINISTRATIVE SERVICES**

- 16.** Approve setting the qualifying fees for the local elected offices for 2024 Elections **(Approved by Administrative Services Committee January 8, 2024)**
- 17.** Motion to approve a contract with Holland & Knight LLP for State Lobbying and Legislative Representation Services (22-300) for a total not to exceed \$102,000.00 for 2024. **(Approved by Administrative Services Committee January 8, 2024)**

#### **FINANCE**

- 18.** Motion to **approve** beginning the process for the Commission to receive quarterly reports from the Finance Department regarding statements of general fund dollars and how they are spent. **(Approved by Finance Committee January 8, 2024)**

#### **PETITIONS AND COMMUNICATIONS**

- 19.** Motion to **approve** the minutes of the Commission regular meeting held January 2, 2024 and Special Called Meeting held January 8, 2024.

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

**AUGUSTA COMMISSION**  
**REGULAR AGENDA**

(Items 20-24)

#### **PUBLIC SERVICES**

- 20.** Discuss security, licensing and even possible closing Smart Grocery on Wrightsboro Road after several shootings which a few have been fatal. **(Requested by Commissioner Catherine McKnight)**
- 21.** **New Location: A.N. 24-1:** A request by **Jacqueline V. Stephenson** for a retail package **Beer & Wine** License to be used in connection with Family Dollar #21675 located at 2510 Tobacco Rd. District 4. Super District 9. **(Referred from Public Services on January 8, 2024 with no recommendation)**

### **PUBLIC SAFETY**

- 22.** Motion to approve acceptance of \$387,569.00 in new funding and carry over approximately \$471,710,00 from ARPA2023.
- 23.** Motion to approve the BISDigital sole source bid in the amount of \$41,269.76 for the Augusta Judicial Circuit's Jury Assembly room AV system.

### **LEGAL MEETING**

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





## Commission Meeting

January 16, 2024

Years of Service

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Congratulations! 2023 November and December Years of Service (YOS)</b> 25–50-year recipients.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**HUMAN RESOURCES DEPARTMENT**

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

January 04, 2024

Department Directors & Elected Officials,

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

We are pleased to advise you that for the month of **November 2023**, the following employee(s) have attained their anniversary date in recognition of **25-50** years of dedicated service and are now eligible to receive their Years of Service pin and plaque:

FIRST	LAST	DEPARTMENT	YOS
Evelyn	Chanti	Information Technology	25
Robert	Mobley	Utilities	25
Yolanda	Greenwood	Parks and Recreation	25
William	Adams	Sheriff's Office	30
Richard	Johnson	Fire Dept	30
Annette	Coker	Information Technology	40

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

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

With regards,  
Anita Rookard, HR Director  
/tnb

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



## HUMAN RESOURCES DEPARTMENT

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January 04, 2024

Department Directors & Elected Officials,

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We are pleased to advise you that for the month of **December 2023**, the following employee(s) have attained their anniversary date in recognition of **25-50** years of dedicated service and are now eligible to receive their Years of Service pin and plaque:

FIRST	LAST	DEPARTMENT	YOS
Brian	Edmonds	Augusta Canal	25
William	Doss	Board of Elections	30
Angela	Gardner	RCCI	35
Sean	Johnson	Fire Dept	35

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

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

With regards,  
Anita Rookard, HR Director  
/tnb

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



## Commission Meeting

January 16, 2024

Delegation

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Mr. Bob Young to discuss the appearance of the city.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

---

**From:** Bob Young <mayoryoung@comcast.net>  
**Sent:** Friday, December 29, 2023 12:20 PM  
**To:** Lena Bonner  
**Subject:** [EXTERNAL] Commission Agenda

Lena,

Hope you're having a restful and memorable holiday.

Can I get on the Commission agenda as a one person delegation at the next meeting. I wish to discuss the appearance of the city.

Thank you.

Bob Young  
706-825-1011

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



## Commission Meeting

January 16, 2024

Delegation

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Mr. Gregory R. St Ville</b> regarding Keep Augusta Moving 2024; transit and sidewalk.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>01-16-2024</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input checked="" type="checkbox"/> Public Services Committee	Date of Meeting <u>01-16-2024</u>
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: GREGORY R. STIVILLE  
 Address: 4126 OLD WAYNESBORO RD HEPHIZIBAH GA 30815  
 Telephone Number: 813 390 1903  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: KODLRUNNINGS 726 @ GMAIL . COM

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

KEEP AUGUSTA MOVING 2024  
TRASIT AND SIDE WALK

Please send this request form to the following address:

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

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



## Commission Meeting

January 16, 2024

Item Name: Z-23-41

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>Z-23-41</u></b> – A request for concurrence with the Augusta Planning Commission to DENY a petition by Johnathan Thomas on behalf of Demure Properties, LLC requesting a rezoning from zone R-1B (One-family Residential) to zone R-2 (Two-family Residential) affecting property containing approximately 0.2 acres located at 2005 Grand Boulevard. Tax Map 072-2-037-00-0. DISTRICT 2
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Denial
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

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

**Case Number:** Z-23-41

**Hearing Date:** Monday, December 4, 2023 (Continued from the October 2, 2023 meeting)

**Applicant:** Johnathan Thomas

**Property Owner:** Denure Properties, LLC

**Address of Property:** 2005 Grand Boulevard, Augusta, GA 30901

**Tax Parcel #:** 072-2-037-00-0

**Present Zoning:** R-1B (One-family Residential)

**Commission District:** 2 (S. Pulliam)

**Super District:** 9 (F. Scott)

**Fort Eisenhower Notification Required:** N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezoning from R-1B (One-family Residential) to R-2 (Two-family Residential)	Duplex	Section 15

**Summary of Request:**

This petition involves a 0.2-acre property with a 2,288 square foot residence constructed in 1896, based on Richmond County Tax Assessor's records. The home maintains an approximately 5-foot and zero-foot building line along the north and south side boundaries; it measures approximately 53 feet from Grand Boulevard and 50 feet from the rear property line. The applicant seeks to rezone the property which will enable the home to be converted into a duplex. The plan does not include any additional improvements to the residential property.

*At its meeting held on Tuesday, October 17<sup>th</sup>, the Augusta Commission voted to defer this rezoning petition back to the Planning Commission to reconsider whether the site has sufficient space to comply with the minimum parking requirements and determine if the proposed duplex is a compatible use for the neighborhood.*

**Comprehensive Plan Consistency:**

The proposed development is in the Turpin Hill neighborhood which is part of the Old Augusta Character Area. This neighborhood was established prior to the 1940s and reflects the major characteristics of a traditional neighborhood. The older city neighborhoods have a predominance

of single-family detached units on lots of similar size, residential uses separated from other uses, varied street patterns with sidewalks and limited off-street parking opportunities. The 2023 Comprehensive Plan recommends low-density, single-family development in areas where it is already the predominant land use. *Several older neighborhoods have higher concentrations of historic duplex residential structures relative to less established parts of the County.*

### **Findings:**

1. R-2 zoning is necessary to convert the existing single-family residence into a duplex. There are no plans for any additional improvements to the property.
2. The predominate land use is single-family detached residences and zoning pattern consists of R-1A (One-family Residential) and R-1B (One-family Residential).
3. The site is connected to public water and sewer.
4. Grand Boulevard is identified as a local or minor road on the Georgia Department of Transportation (GDOT) Function Classification map.
5. Sidewalks are present on both sides of the street near the subject property.
6. The nearest transit bus stop measures approximately 0.18 miles from the subject property.
7. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
8. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
9. There are isolated instances of two-family residential development in the surrounding area.
10. At 0.2 acres (8,712 square feet), the property exceeds the minimum lot size requirement of 5,000 square feet. However, the property is 45 feet wide which does not meet the minimum lot width requirement of 50 feet.
11. *Based on the City's GIS aerials, staff determined that the existing single-width driveway entrance measures approximately 10 feet wide. The proposed duplex will require a minimum of 4 off-street parking spaces and given the narrow width of the lot nearly the entire front yard must be dedicated to parking. Proposed areas for parking should be converted into a gravel lot to prevent occupants from parking directly on the grass.*
12. This proposed rezoning request is inconsistent with the 2023 Comprehensive Plan.
13. At the time of completion of this report staff has not received any inquiries regarding this application.

**Recommendation:** The Planning Commission recommends **Denial** of the zoning request to R-2 zoning as the property does not meet the minimum lot width requirement for R-2 zoning and the conversion of the existing residence into a duplex is incompatible with surrounding development patterns and inconsistent with the 2023 Comprehensive Plan.

**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

ATTN:

To whom it may concern

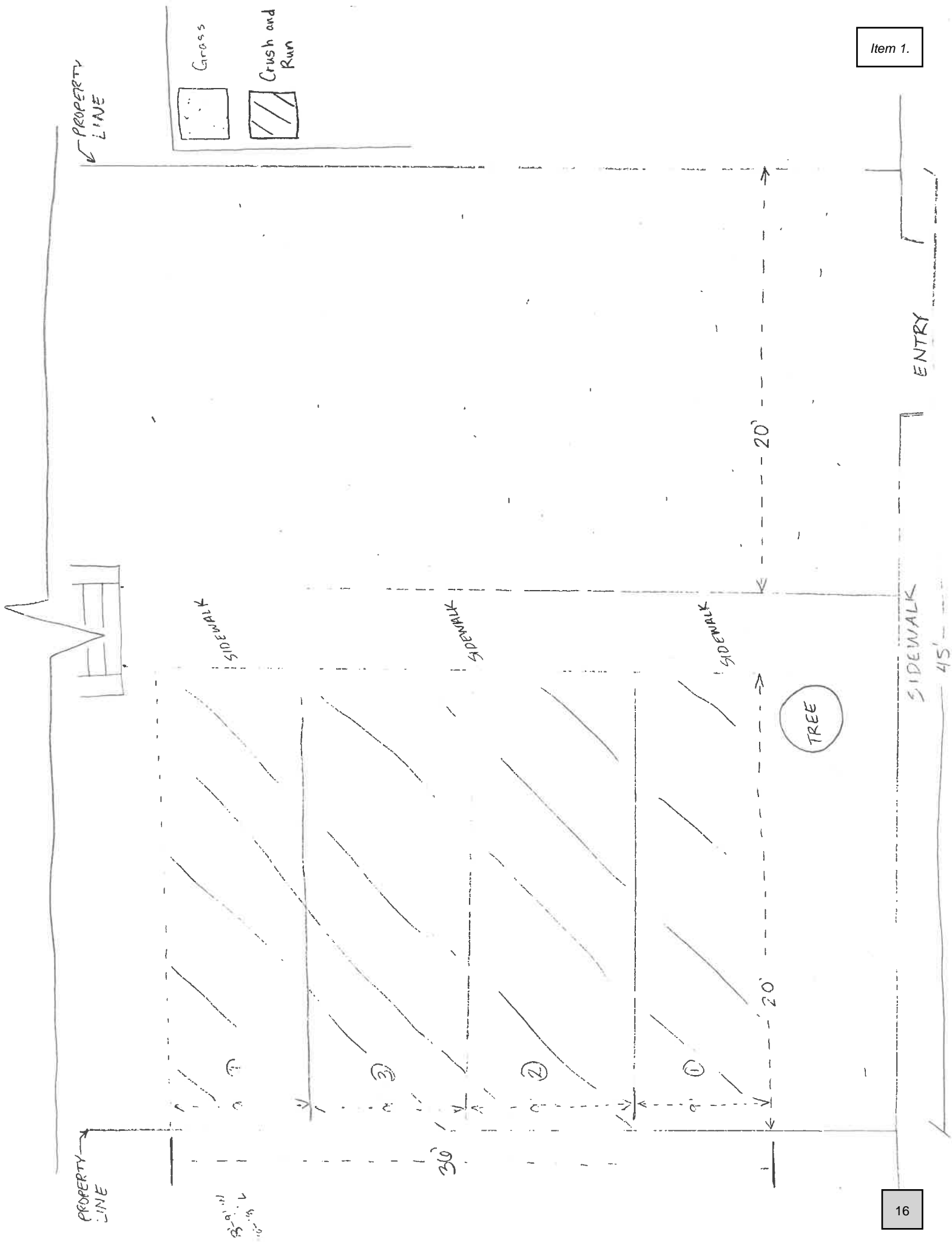
From:

Jonathan Thomas  
3032 Stallion Ridge  
Graniteville, SC, 29829

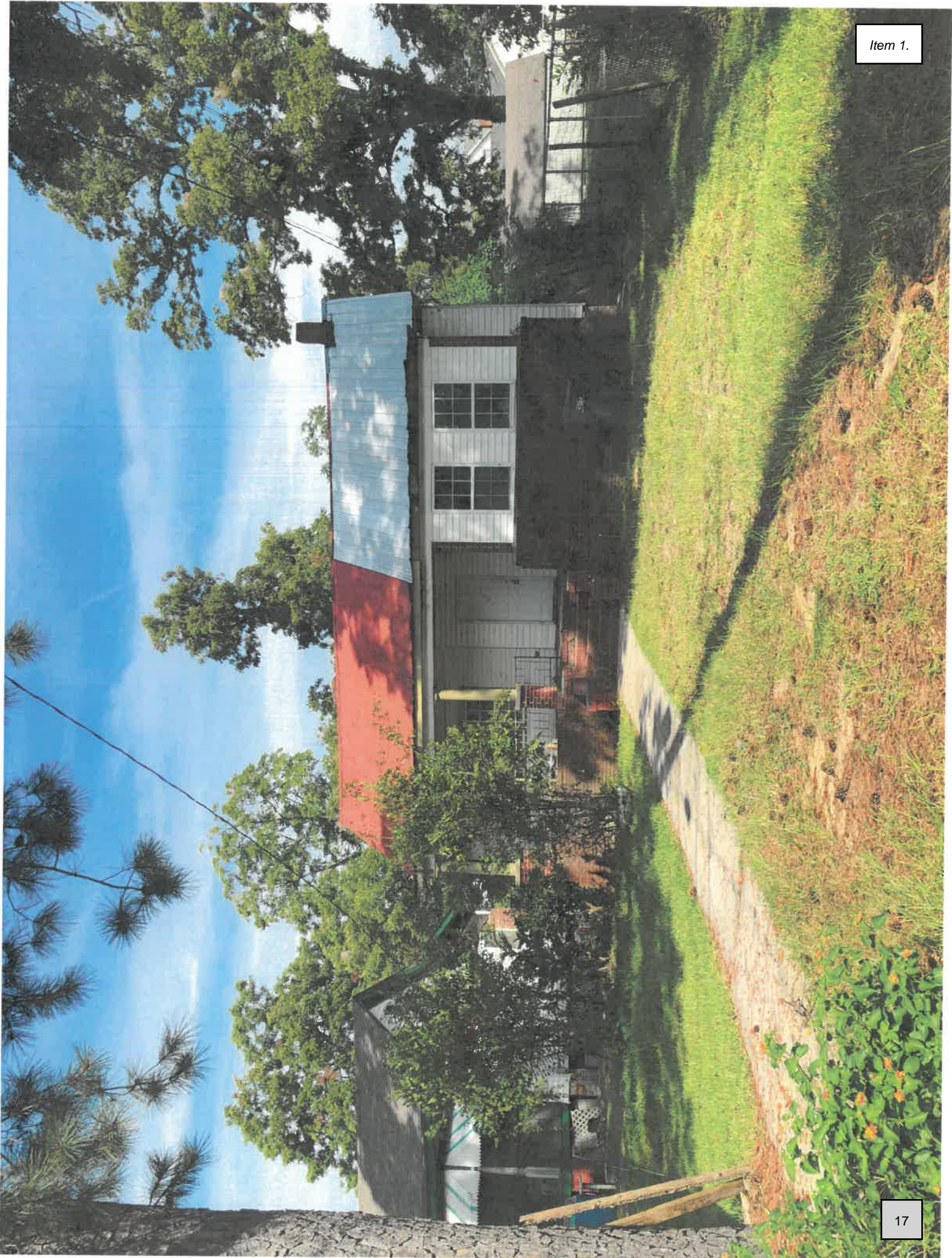
Greetings,

This letter is to express the intent of rezoning property 2005 Grand Blvd., Augusta, GA, 30901 from R-1B to R-2'.

Sincerely,  
Jonathan Thomas










Planning Commission  
Z-23-41  
December 4, 2023  
2005 Grand Blvd.

Aerial

Legend

 Subject Property



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
11/27/2023 MH18072

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.



0 100 Feet



**Request:** A Change of Zoning from Zone R-1B (One-Family Residential) to Zone R-2 (Two-Family Residential) affecting property containing approximately 0.2 acres and located at 2005 Grand Boulevard.


**Name:** Johnathan Thomas on behalf of Demure Properties LLC  
Phone: 707-2-037-00-0



Planning Commission  
Z-23-41  
December 4, 2023  
2005 Grand Blvd.

Current Zoning

Legend

 Subject Property

Zoning Classification

 R-1A: One Family Residential

 R-1B: One Family Residential

 R-3B: Multiple-Family Residential



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
11/27/2023 MH18072

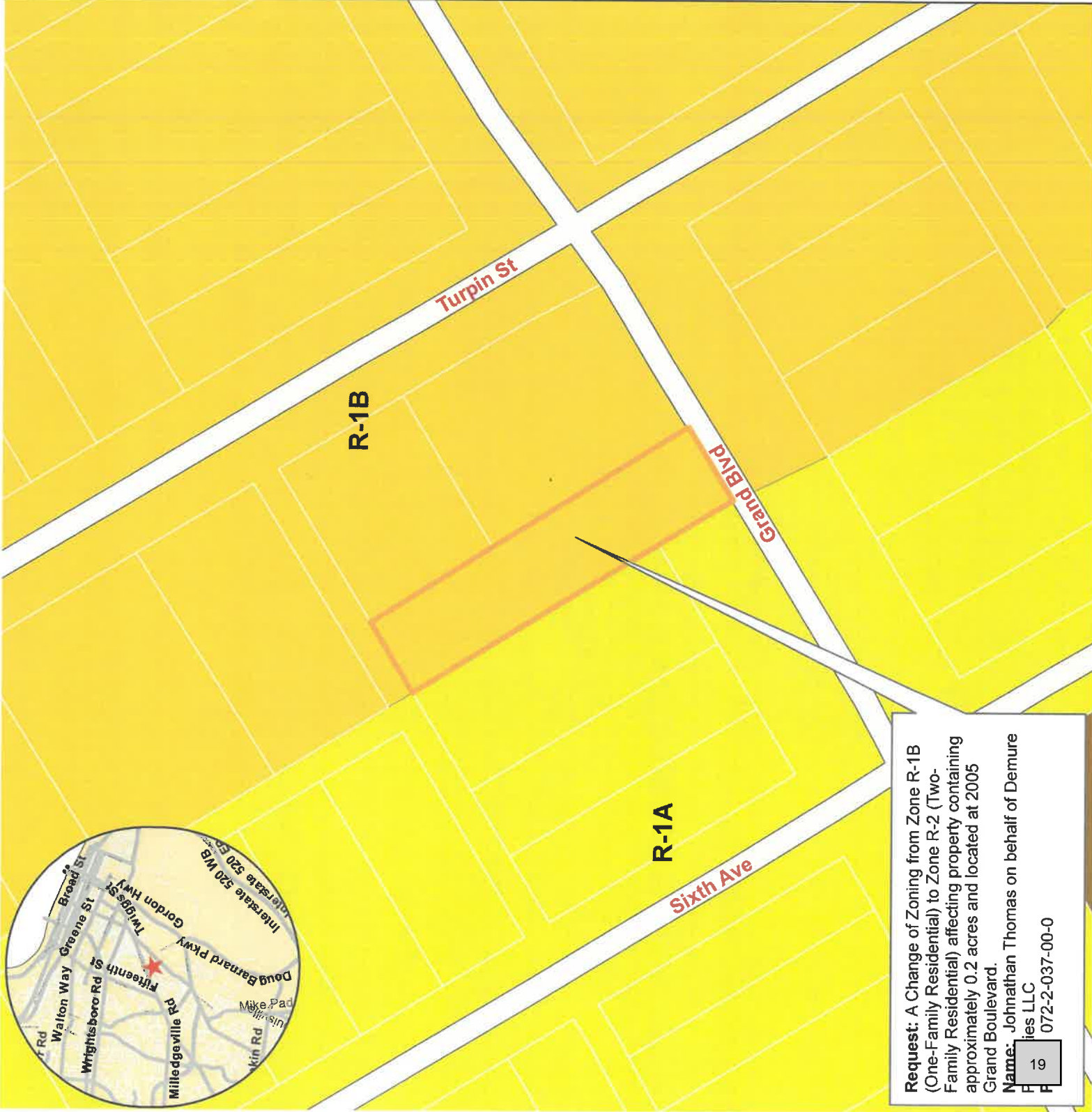
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Item 1.



0 100 Feet



**Request:** A Change of Zoning from Zone R-1B (One-Family Residential) to Zone R-2 (Two-Family Residential) affecting property containing approximately 0.2 acres and located at 2005 Grand Boulevard.

**Name:** Johnathan Thomas on behalf of Demure Properties LLC  
072-2-037-00-0

Planning Commission  
Z-23-41  
December 4, 2023  
2005 Grand Blvd.

Future Zoning

Legend



Zoning Classification

R-1A: One Family  
Residential

R-1B: One Family  
Residential

R-3B: Multiple-Family  
Residential

R-2: Two-Family Residential



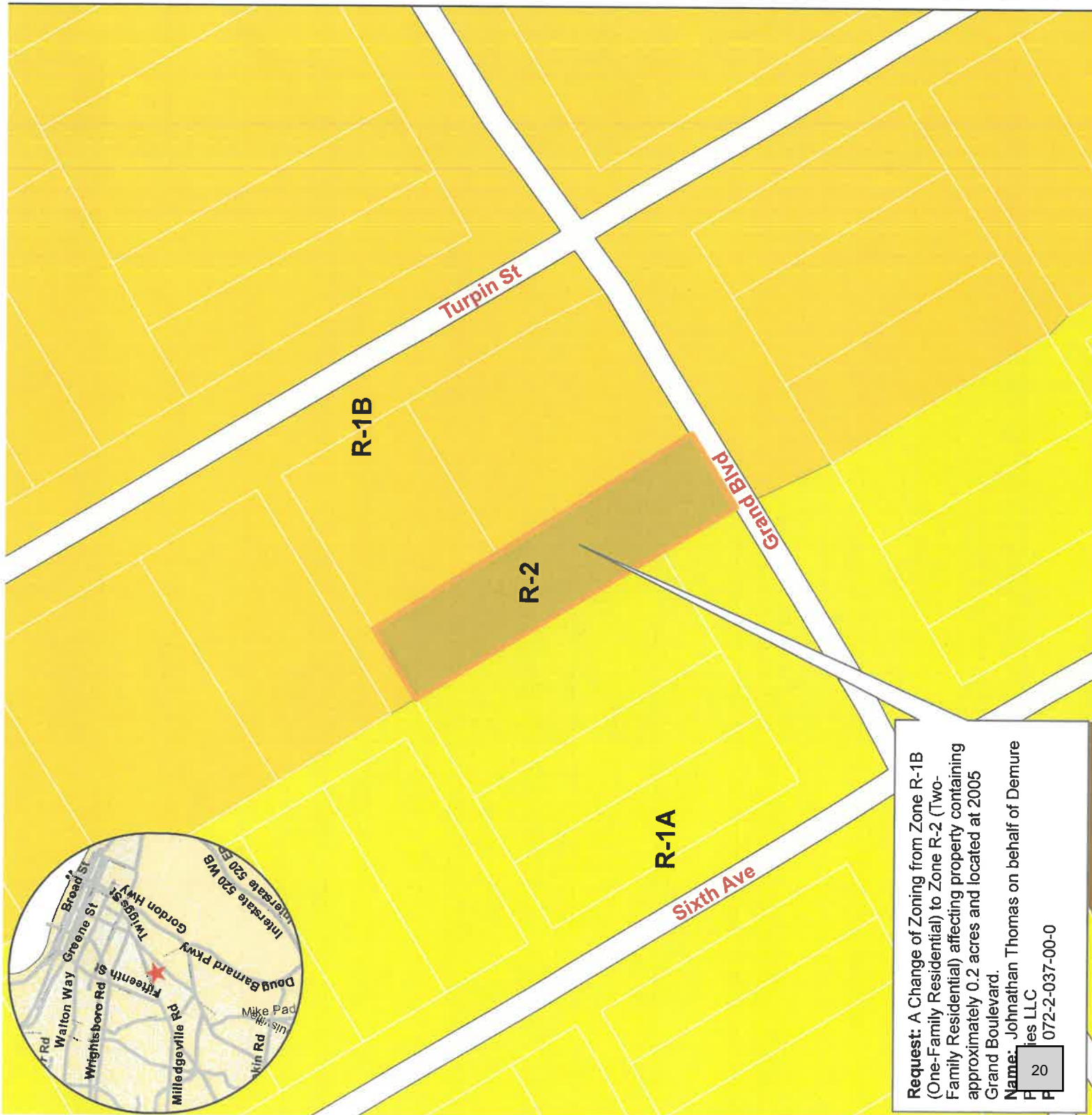
Produced By: City of Augusta  
Planning & Development Department  
535 Teifair Street Suite 300  
Augusta, GA 30901  
11/27/2023 MH18072

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0 100 Feet



**Request:** A Change of Zoning from Zone R-1B (One-Family Residential) to Zone R-2 (Two-Family Residential) affecting property containing approximately 0.2 acres and located at 2005 Grand Boulevard.

**Name:** Johnathan Thomas on behalf of Demure Properties LLC  
072-2-037-00-0



## Commission Meeting

January 16, 2024

Item Name: Z-23-51

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>Z-23-51</u></b> – A request for concurrence with the Augusta Planning Commission to APPROVE petition by Carmela Ann Thomas requesting a rezoning from zone R-1C (One-family Residential) and R-MH (Manufactured Home Residential) to zone R-MH (Manufactured Home Residential) affecting property containing approximately 0.33 acres located at 2802 April Drive. Tax Map #094-0-367-00-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	1. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development and the manufactured home placed on this lot will be a 1998 or newer.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



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

**Case Number:** Z-23-51

**Hearing Date:** Monday, December 4, 2023 (Continued from the November 6, 2023 meeting)

**Applicant:** Carmela Ann Thomas

**Property Owner:** Carmela Ann Thomas

**Address of Property:** 2802 April Drive, Augusta, GA 30906

**Tax Parcel #:** 094-0-367-00-0

**Present Zoning:** R-1C (One-family Residential) and R-MH (Manufactured Home Residential)

**Commission District:** 4 (A. Mason)

**Super District:** 9 (F. Scott)

**Fort Eisenhower Notification Required:** Yes

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezoning from R-1C (One-family Residential) and R-MH (Manufactured Home Residential) to R-MH	Manufactured Home	Section 14

**Summary of Request:**

This petition involves a 0.33-acre tract situated approximately 197 feet north of the intersection of April Drive and Amanda Circle. A manufactured home once occupied the property, but the lot currently has an accessory building that measures approximately 168 square feet and a partial fence enclosure. The applicant requests to rezone the entire property to R-MH (Manufactured Home Residential) which enables placement of a manufactured home on an individual lot.

**Comprehensive Plan Consistency:**

The proposed development is part of the Belair Character Area. Belair includes residential land uses and development patterns that are suburban and rural in nature. These development patterns are largely influenced by the area's proximity to Doctor's Hospital, Fort Eisenhower, regional centers, and Interstates 20 and 520 and Jimmie Dyess Parkway. Low-density, suburban residential development started to occur in the 1950s and continues to this present time. The 2018 Comprehensive Plan envisions neighborhood preservation and continued expansion of low to medium residential suburban development. The applicant's proposal is compatible with the surrounding development pattern and consistent with the Comprehensive Plan.



**Findings:**

1. The property is currently split-zoned parcel, situated in the R-1C (One-family Residential) and R-MH (Manufactured Home Residential) zones. Approximately 5,957 square feet or 0.14 acres of the lot is zoned R-1C and approximately 7,614 square feet or 0.18 acres is zoned R-MH.
2. R-1C (One-family Residential) prohibits manufactured homes and with the split zoning limits the placement of a manufactured home on the property. R-MH zoning will allow for a greater area on the lot where the manufactured home can be placed on the property.
3. The predominate land uses are manufactured homes and single-family detached residences and zoning pattern consists of R-1C and R-MH.
4. The site is connected to public water and sewer.
5. April Drive is identified as a local or minor road on the Georgia Department of Transportation (GDOT) Function Classification map, 2017.
6. No sidewalks exist along the street near the subject property.
7. The nearest transit bus stop measures approximately 0.42 miles from the subject property.
8. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
9. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
10. The subject property is located approximately 618 feet from Fort Eisenhower. Planning staff sent out notification regarding the proposed rezoning on October 4<sup>th</sup>, however, no comments have been received at this present time.
11. Gordon Lake subdivision is almost entirely occupied by manufactured homes.
12. This proposed rezoning request is consistent with the 2018 Comprehensive Plan.
13. At the time of completion of this report staff has not received any inquiries regarding this application.

**Recommendation:** The Planning Commission recommends **Approval** of the rezoning of the property from R-IC and R-MH to R-MH with the following condition:

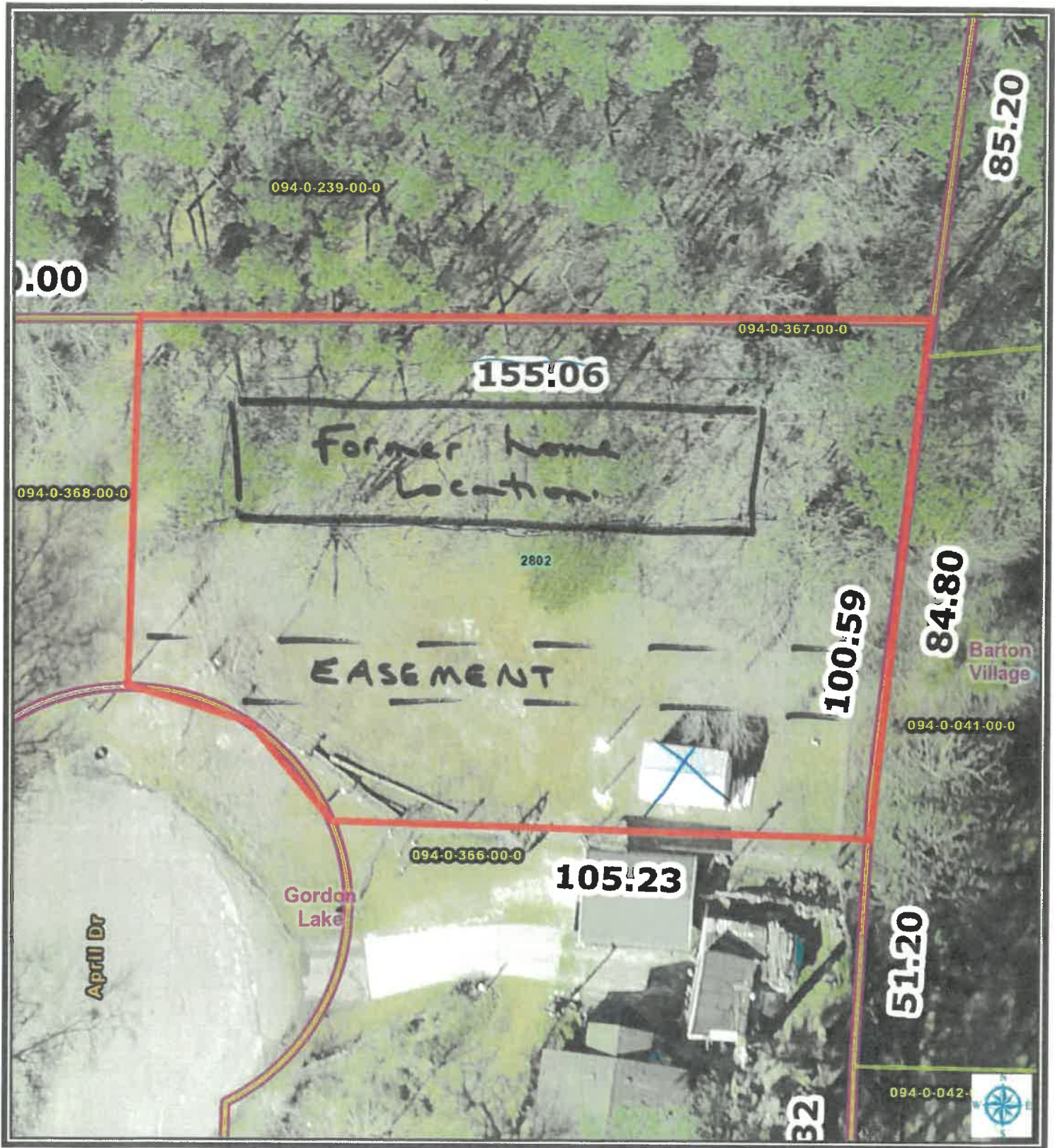
1. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development and the manufactured home placed on this lot will be a 1998 or newer.

**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.

9-25-2023

I Carmela Ann Thomas trying to put a manufactured homes at 2882 April Drive Augusta, GA 30906, didn't know about the rezoning, had a mobile home there in the past and like to put another mobile home there.

Carmela Ann Thomas



Department of Information Technology  
Geospatial Information Solutions (GIS) Division  
535 Telfair St Bldg 2000 | Augusta, GA 30901  
[www.augustaga.gov/gis](http://www.augustaga.gov/gis) | [gis@augustaga.gov](mailto:gis@augustaga.gov)

Like, Follow, Share #AugustaGIS



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Map Scale  
1 inch = 25 feet

Print  
Sep 25







Planning Commission  
 Z-23-51  
 December 4, 2023  
 2802 April Drive  
 Aerial  
 Legend  
 Subject Property

*Augusta*  
 GEORGIA  
 Produced By: City of Augusta  
 Planning & Development Department  
 535 Telfair Street Suite 300  
 Augusta, GA 30901  
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Item 2.



0 200 Feet



**Request:** A Change of Zoning from Zone R-1C (One-Family Residential) and R-MH (Manufactured Home Residential) to Zone R-MH (Manufactured Home Residential) affecting property containing approximately 0.33 acres and located at 2802 April Drive.

Carmela Ann Thomas  
 : 094-0-367-00-0



Planning Commission  
Z-23-51  
December 4, 2023

2802 April Drive

Current Zoning

Legend

 Subject Property

Zoning Classification

 R-1C: One Family Residential

 R-3A: Multiple-Family Residential

 R-MH: Manufactured Home Residential



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Item 2.



0 200 Feet



**Request:** A Change of Zoning from Zone R-1C (One-Family Residential) and R-MH (Manufactured Home Residential) to Zone R-MH (Manufactured Home Residential) affecting property containing approximately 0.33 acres and located at 2802 April Drive.

Carmela Ann Thomas  
: 094-0-367-00-0



**Planning Commission**  
**Z-23-51**  
**December 4, 2023**

**2802 April Drive**

**Future Zoning**

**Legend**

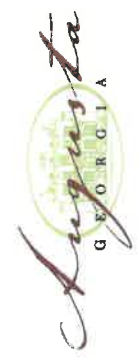
 Subject Property

**Zoning Classification**

 R-1C: One Family Residential

 R-3A: Multiple-Family Residential

 R-MH: Manufactured Home Residential



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 Planning & Development Department  
 535 Telfair Street Suite 300  
 Augusta, GA 30901  
 11/27/2023 MH18072

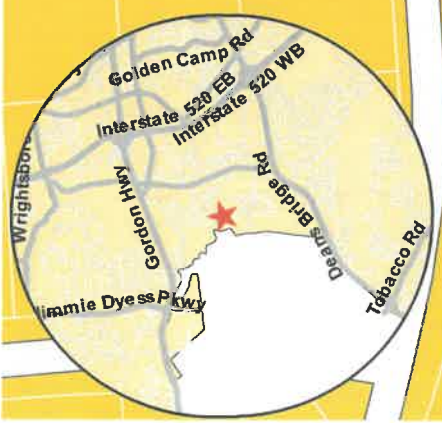
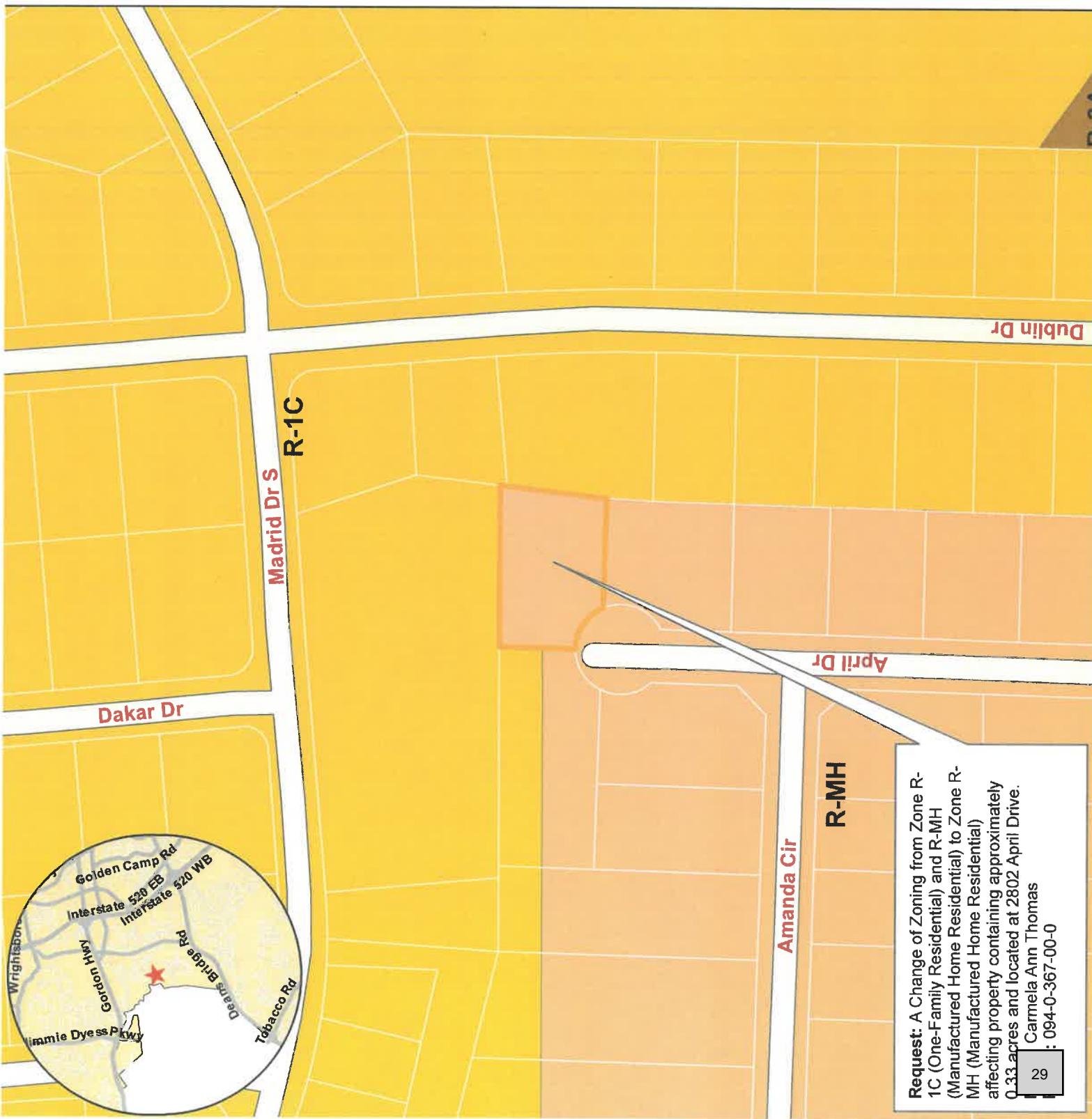
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Item 2.



0 200 Feet



**Request:** A Change of Zoning from Zone R-1C (One-Family Residential) and R-MH (Manufactured Home Residential) to Zone R-MH (Manufactured Home Residential) affecting property containing approximately 0.33 acres and located at 2802 April Drive.

Carmela Ann Thomas  
 : 094-0-367-00-0



## Commission Meeting

January 16, 2024

Item Name: Z-23-52

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>Z-23-52</u></b> – A request for concurrence with the Augusta Planning Commission to APPROVE petition by Patrick Wells on behalf of PLM of Augusta Properties, LLC, requesting to remove condition number 7 of previously adopted zoning case Z-21-18, which limits the use of the property to a landscaping business only and restricts storage of landscaping-related materials, affecting property containing approximately 10.67 acres located at 2930 Milledgeville Road. Tax Map 070-4-100-00-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. Condition Number 4 shall be revised to read “Any future development of the property shall be oriented such that any future buildings, parking areas, including drive aisles are not located within the mapped Special Flood Hazard Area (floodplain) and a No Rise Certification shall be submitted to ensure that any future development will not negatively impact the existing floodway/floodplain and comply will all other requirements of the Augusta Flood Damage Prevention Ordinance.</li> <li>2. A new condition added stating “No outdoor storage may be located within the mapped Special Flood Hazard Area (floodplain) or floodway. Any outside storage of materials shall be secured to prevent flotation or lateral movement, including the parking of vehicles.”</li> <li>3. All other conditions from the original rezoning application, Z-21-18, are to remain in effect.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

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

Case Number: Z-23-52

Hearing Date: Monday, December 4, 2023

**Applicant:** Patrick Wells

**Property Owner:** PLM of Augusta Properties, LLC

**Address of Property:** 2930 Milledgeville Road, Augusta, Georgia 30919

**Tax Parcel #:** 070-4-100-00-0

**Present Zoning:** LI (Light Industrial) with conditions, Z-21-18

**Commission District:** 2 (S. Pulliam)

**Super District:** 9 (F. Scott)

**Fort Gordon Notification Required:** No

Request	Proposed Use/Activity	Applicable Comprehensive Zoning Ordinance Section
Amend Conditions from Z-21-18 by Removing Condition No. 7	No specific use is proposed as the owner wants to sell the property	Section 23

**Summary of Request:**

This application involves a property that was rezoned from R-1A (One-family Residential) and B-1 (Neighborhood Business) to LI (Light Industrial) with conditions in March of 2021 (Z-21-18). The purpose of the rezoning in 2021 was to establish a warehouse and office for a landscaping business. The development of the property for the landscaping business has not occurred and currently remains vacant. The specific condition requesting to be removed from rezoning application Z-21-18 is stated below:

The use of the subject property is limited to a landscape company and no storage of landscape-related materials may be located within the Special Flood Hazard Area (floodplain) or floodway. Any outside storage of landscape-related materials, outside of the Special Flood Hazard Area (floodplain) must be secured to prevent floatation or lateral movement, including the parking of vehicles related to the landscape business. No storage of soil, mulch, pine bark (chips or nuggets), pine straw, or other similar materials, may be located anywhere on the property due to the potential of being washed off of the property by impacts of flood waters.

The applicant's letter of intent submitted with the application states that there is no specific use proposed with this request and that the condition placed on the property limiting it to a landscaping business only hinders the ability to sell the property.

**Findings:**

1. The property has access to public potable water and public sanitary sewer systems along Milledgeville Road.
2. The Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, identifies Milledgeville Road as a collector road. Public transit is available on Milledgeville Road.
3. According to the FEMA Flood Insurance Rate Maps (FIRM) the southern portion of the property is located within a Zone AE of the Special Flood Hazard Area with a 1% annual chance of flooding to include floodway comprising approximately sixty-six (66) percent of the site. The property also contains Zone X of the Special Flood Hazard Area with a 0.2% annual chance of flooding comprising approximately one (1) percent of the property.
4. According to the Augusta-Richmond County GIS Wetlands Layer the property contains jurisdictional wetlands in conjunction with Special Flood Hazard Area and are categorized as Freshwater Forested/Shrub Wetlands comprising approximately ninety (90) percent of the property, although the cleared area comprising approximately thirty-three (33) percent of the property closest to Milledgeville Road appears to have been cleared and filled at some point prior to previous Zoning Application Z-21-18.
5. The property will be required to comply with all the requirements of the Augusta Flood Damage Prevention Ordinance.
6. Augusta Commission approval letter dated April 6, 2021, which contains all the conditions for approval of Z-21-18 is included in the packet.
7. The applicant did consent to the condition requesting to be removed in this application at the time of Planning Commission's recommended approval of Z-21-18, in 2021.
8. At the time of completion of this report, staff has not received any inquiries concerning this rezoning application.

**Recommendation:** Planning Commission recommends **APPROVAL** for the removal of Condition No.7 from the previously approved rezoning Z-21-18 for the property with the following conditions:

1. Condition Number 4 shall be revised to read "Any future development of the property shall be oriented such that any future buildings, parking areas, including drive aisles are not located within the mapped Special Flood Hazard Area (floodplain) and a No Rise Certification shall be submitted to ensure that any future development will not negatively impact the existing floodway/floodplain and comply will all other requirements of the Augusta Flood Damage Prevention Ordinance.
2. A new condition added stating "No outdoor storage may be located within the mapped Special Flood Hazard Area (floodplain) or floodway. Any outside storage of materials shall be secured to prevent flotation or lateral movement, including the parking of vehicles."

3. All other conditions from the original rezoning application, Z-21-18, are to remain in effect.

**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.



# PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300  
Augusta, Georgia 30901

1803 Marvin Griffin Road  
Augusta, Georgia 30906

April 8, 2021

PLM of Augusta Properties LLC  
1446 Johns Rd.  
Augusta GA 30904

To Whom It May Concern:

At its meeting on Tuesday, March 16, 2021 the Augusta Georgia Commission considered the following petition:

Z-21-18- A petition by PLM of Augusta Properties LLC, on behalf of Vivian H. Rhodes, requesting a change of zoning from Zone R-1A (One-family Residential) and Zone B-1 (Neighborhood Business) to Zone LI (Light Industry) affecting property containing approximately 11 acres and known as part of 2910 Milledgeville Road. Part of Tax Map 070-4-001-00-0

It was the decision of the Commission to APPROVE the petition with the following conditions:

1. A Concept Plan, with all required information, be submitted for review by the Development Review Committee (DRC) prior to formal submission of a Site Plan.
2. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.
3. Tree Ordinance compliance will be required, including the requirement for a 6' solid board fence, large trees 45' on center and shrubs against any residentially zoned or residentially used properties. A breakaway fence may have to be used, at the discretion of the Planning Director, to adhere to Flood Ordinance requirements in the floodplain, and no fence may be allowed in the floodway, therefore, vegetative measures alone will have to be used for screening purposes to meet the intent of the Tree Ordinance.
4. The project will be oriented such that the proposed warehouse and the related parking areas and drive aisles are not in the mapped Special Flood Hazard Area (floodplain) and a No Rise Certification will have to be submitted to ascertain that the proposed development will not negatively impact the existing floodway / floodplain in that area.
5. No fill, including woody debris, may be brought in from offsite onto the subject property.
6. A wetlands survey may need to be performed to ascertain the extent of "present day" wetlands on the property. No wetlands impact will be allowed unless the wetlands are mitigated "one for one". A Corp of Engineers Permit will be required prior to issuance of a Land Disturbance Permit / any disturbance of the wetlands.
7. The use of the subject property is limited to a landscape company and no storage of landscape-related materials may be located within the limits of the Special Flood Hazard Area (floodplain) or floodway. Any outside storage of landscape-related materials, outside of the Special Flood Hazard Area (floodplain) must be secured to prevent floatation or lateral movement, including the parking of vehicles related to the landscape business. No storage of soil, mulch, pine bark (chips or nuggets), pine straw, or other similar materials, may be located anywhere on the property due to the potential of being washed off of the property by the impacts of floodwaters.

Remove →  
(PW)

Enclosed is an ordinance verifying this change and a zoning restriction agreement. The zoning restriction agreement must be properly signed and returned to our office for recording.

Until the agreement is received and recorded, the zoning does not become official. This decision is final.

Sincerely,

*Robert Sherman* ss

Robert Sherman  
Director

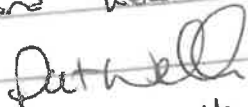
Dear Planning & Zoning

10/26/23

My name is Patrick Wells and I am the president of PLM of Augusta Properties LLC.

We purchased the property in anticipation of building our head quarters for Piedmont Landscape management. Since covid building prices surged and it was more cost effective to buy an

existing facility. We now need to sell the property and would like to remove the zoning condition #7

  
Patrick Wells

PLM of Augusta Properties

706 631 1163

patrick@piedmontaugusta.com




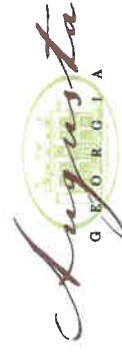
Planning Commission  
Z-23-52  
December 4, 2023

2930 Milledgeville Road

Aerial

Legend

 Subject Property



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
11/28/2023 MH18072

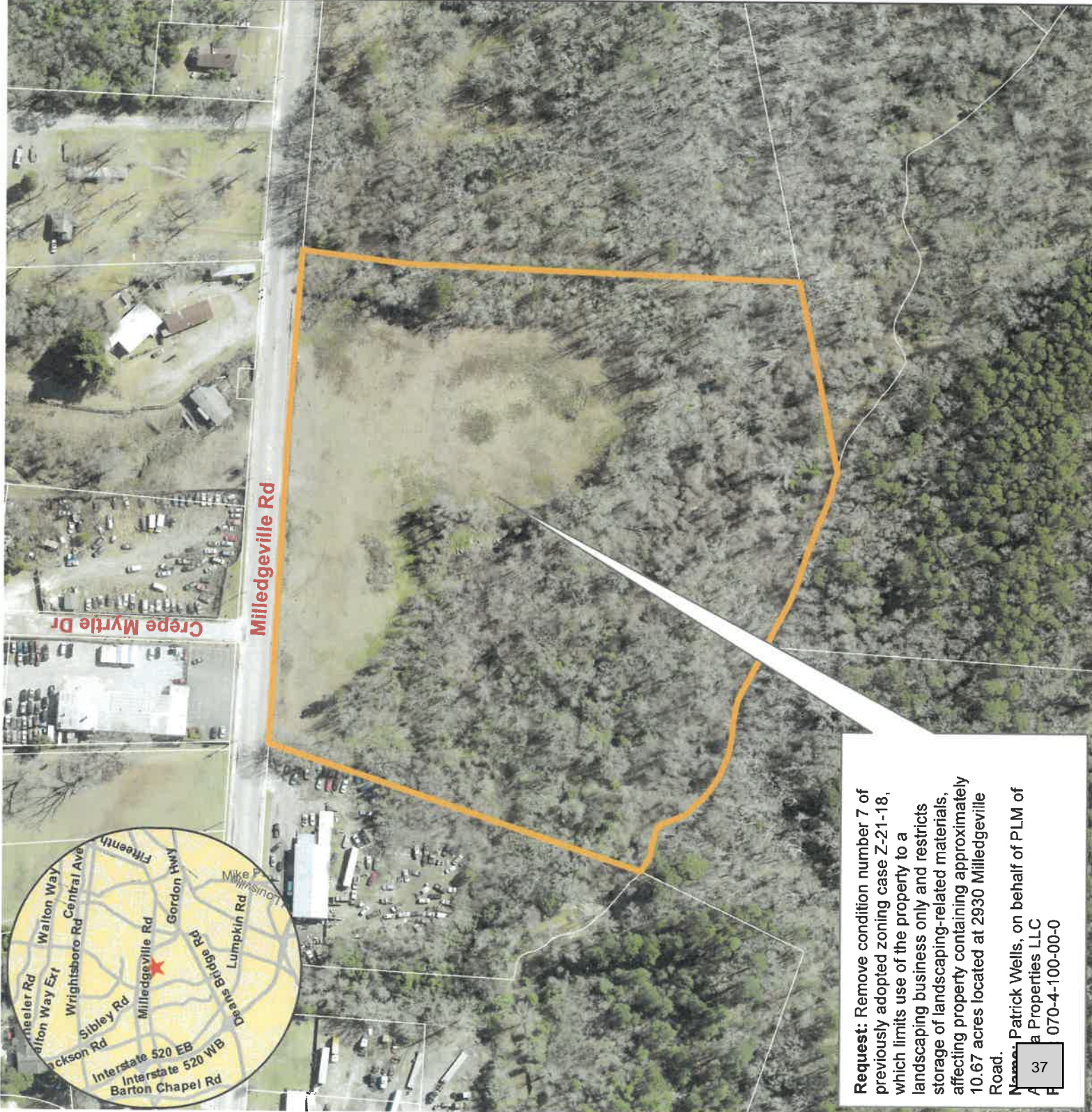
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Item 3.



0 200 Feet



**Request:** Remove condition number 7 of previously adopted zoning case Z-21-18, which limits use of the property to a landscaping business only and restricts storage of landscaping-related materials, affecting property containing approximately 10.67 acres located at 2930 Milledgeville Road.

**Name:** Patrick Wells, on behalf of PLM of Augusta Properties LLC  
**Phone:** 707-4-100-00-0




**Planning Commission**  
**Z-23-52**  
**December 4, 2023**

**2930 Milledgeville Road**

**Current Zoning**

**Legend**

 Subject Property

**Zoning Classification**


 B-1: Neighborhood Business

 B-2: General Business

 LI: Light Industry

 R-1A: One Family Residential

 R-3C: Multiple-Family Residential

 R-MH: Manufactured Home Residential



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 Planning & Development Department  
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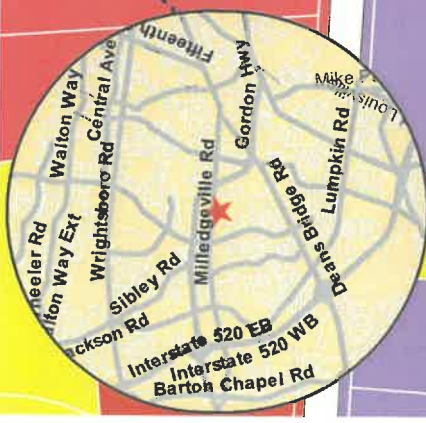
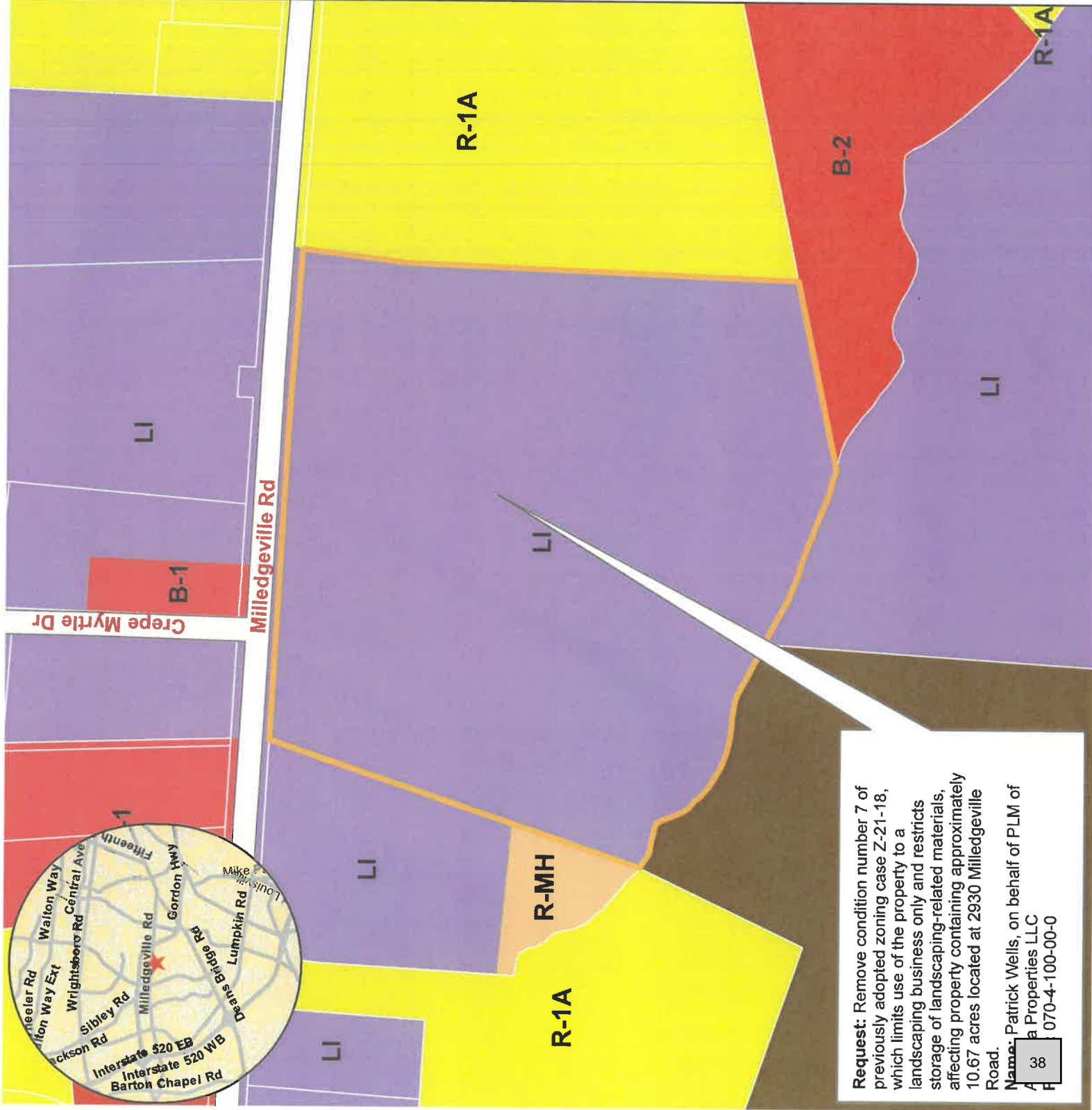
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Item 3.



0 200 Feet



**Request:** Remove condition number 7 of previously adopted zoning case Z-21-18, which limits use of the property to a landscaping business only and restricts storage of landscaping-related materials, affecting property containing approximately 10.67 acres located at 2930 Milledgeville Road.

**Name:** Patrick Wells, on behalf of PLM of Augusta Properties LLC  
 Phone: 707-4-100-00-0



## Commission Meeting

January 16, 2024

Item Name: Z-23-53

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>Z-23-53</u></b> – A request for concurrence with the Augusta Planning Commission to APPROVE petition by Tasha Madison on behalf of Standard Leverett requesting a rezoning from zone R-1A (One-family Residential) to zone R-MH (Manufactured Home Residential) affecting property containing approximately 0.4 acres located at 2016 Merritt Road. Tax Map #055-4-053-01-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.</li> <li>2. The manufactured home placed on this lot must be a 1998 or newer.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

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

**Case Number:** Z-23-53

**Hearing Date:** Monday, December 4, 2023

---

**Applicant:** Tasha Madison

**Property Owner:** Standard Leverette

**Address of Property:** 2016 Merrit Road, Augusta, Georgia 30909

**Tax Parcel #:** 055-4-053-01-0

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

**Commission District:** 2 (S. Pulliam)

**Super District:** 9 (F. Scott)

**Fort Eisenhower Notification Required:** N/A

<b>Request</b>	<b>Proposed Use / Activity</b>	<b>Applicable Comprehensive Zoning Ordinance Section</b>
Rezoning from R-1A (One-family Residential) to R-MH (Manufactured Home Residential)	Manufactured Home	Section 14

**Summary of Request:**

This application involves a 0.4-acre vacant property situated approximately 180 feet northeast of the intersection of Merritt Road and Sibley Road with said intersection being approximately 842 feet north of the intersection of Sibley Road with Gordon Highway in the western portion of the County. R-1A (One-family Residential) zoning prohibits the placement of a manufactured home on the property. The applicant is requesting to rezone the property to R-MH (Manufactured Home Residential) to enable the placement of a manufactured home.

**Comprehensive Plan Consistency:**

In accordance with the Comprehensive Plan: Envision Augusta Augusta-Richmond County 5-Year Update, 2023, the property is in the Belair Character Area. This area includes land uses and development patterns typical of suburban development areas, rural residential areas, and highway commercial corridors. These development patterns are largely influenced by the area's proximity to Doctor's Hospital, Fort Eisenhower, regional commercial centers, and the Interstates. The Comprehensive Plan Update, 2023, envisions neighborhood preservation and continued expansion of low to medium residential suburban development.

**Findings:**

1. Public water and public sanitary sewer lines are available on Merritt Road giving the property access to public utilities.
2. According to the Georgia Department of Transportation (GDOT) Function Classification Map, 2017, Merritt Road is classified as a local road.
3. Merritt Road is a dead-end street and there are no sidewalks along Merritt Road.
4. There are no transit bus stops located within a half mile of the property.
5. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
6. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
7. Adjacent properties to the north, east, and west are zoned R-1A (One-family Residential). The adjacent properties to the north and east have single family homes located on them while the adjacent property to the east has a manufactured home on it. The property to the south is zoned R-MH (Manufactured Home Residential) with an existing mobile home park which was expanded in 1982 for a total of 190 lots. Properties on Sibley Road closer to Gordon Highway are zoned B-1 (Neighborhood Business) and B-2 (General Business).
8. The applicant submitted a letter from the owner of the adjacent neighbor to the west stating that he has no problem with the rezoning and placement of a manufactured home on the property which is included in your packet.
9. At the time of completion of this report, staff has not received any inquiries concerning this application.

**Recommendation:** The Planning Commission recommends **Approval** of rezoning the property R-MH with the following conditions:

1. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.
2. The manufactured home placed on this lot must be a 1998 or newer.

**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.

10/06/2023

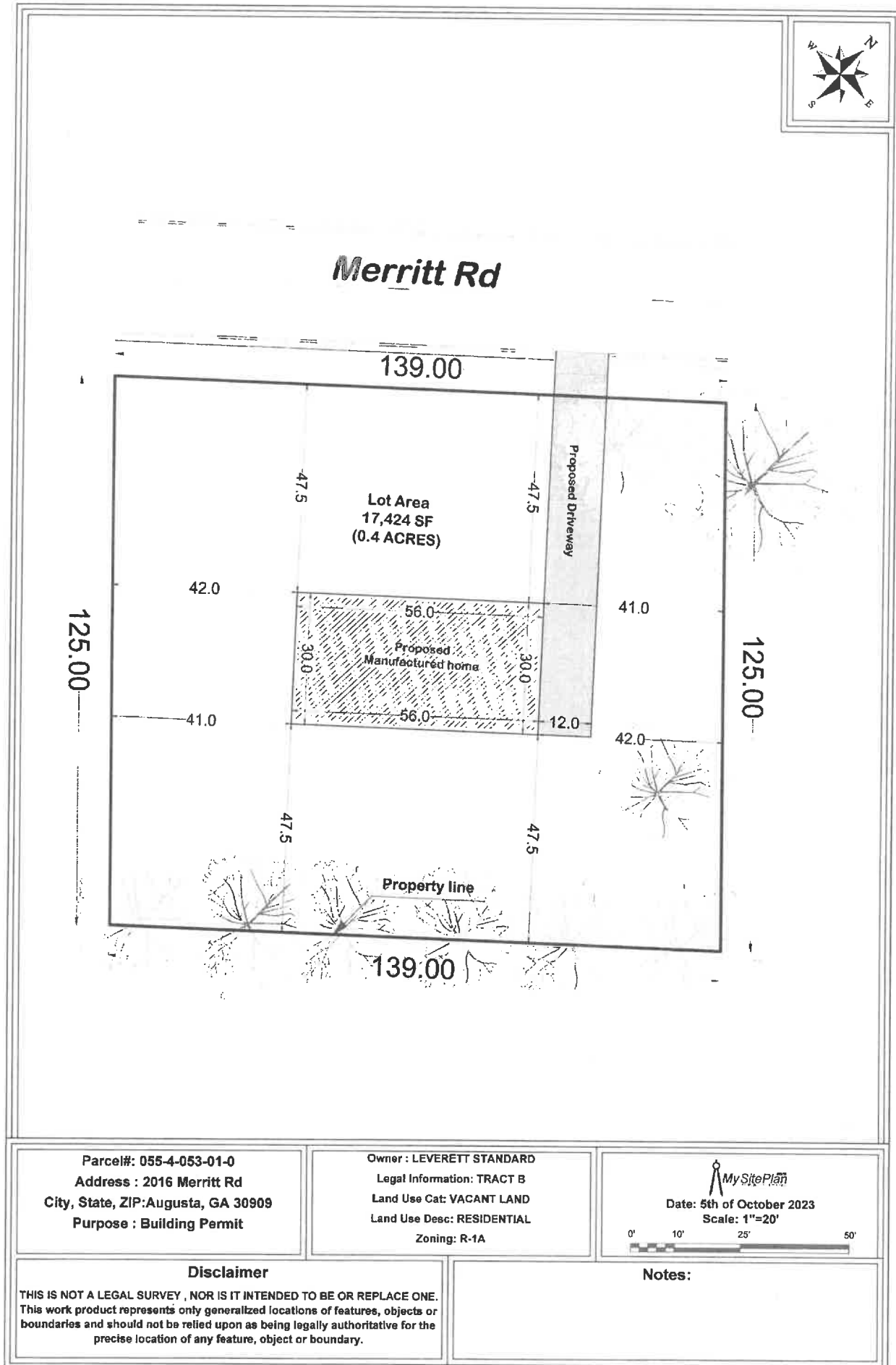
To who this may concern,

My name is Tasha Madison and I have a Vacant lot my father owns at 2616 Meritt Road and we have been trying to put a Manufactured Home on the property for awhile but there has been some concerns for only a Modular Home or Custom built home but when I look into the prices of Modular Homes or Construction built home it's very expensive and I'm a single mother of a 8 year old daughter and I'm been trying be a Homeowner for awhile now and house rates are going up periodically. But with a manufactured home it's more in my budget and than I'm around family on a street that I know my daughter is safe, plus there is alot of close neighbors I can trust her to be around and they have no problem with a Manufactured home in this location because behind this Vacant lot there is a mobile Home park and at the end of Street there is a mobile Home! So I'm asking if I could Rezone this Vacant lot for a safe Home and and affordable rate for me and my daughter to Live!

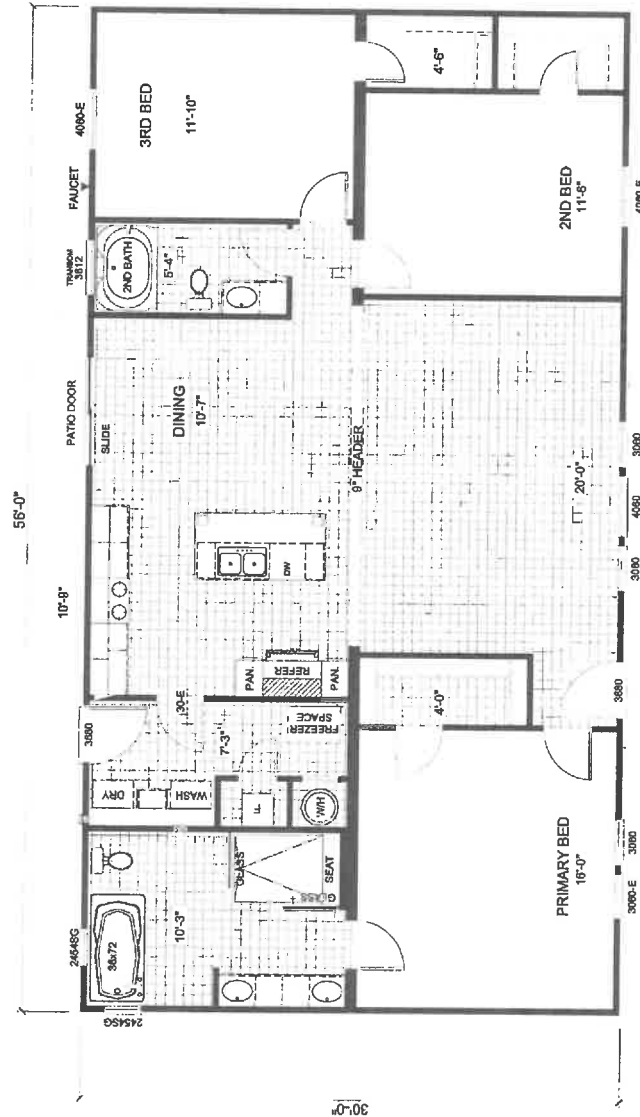
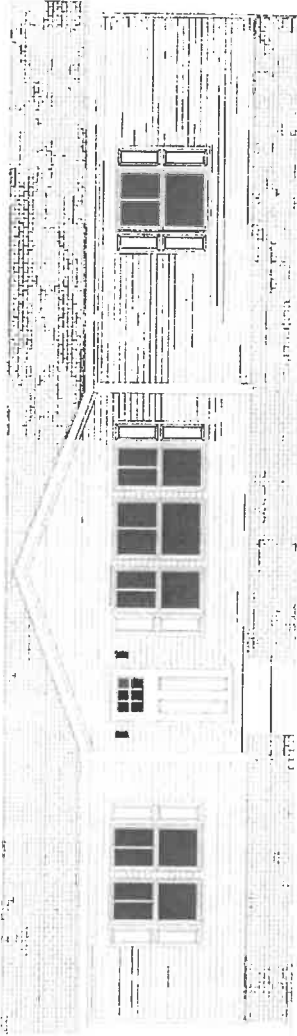
Sincerely  
Tasha Madison

Neighbor → (Letter of agreement)

I John Jones am a neighbor by 2016 Merritt  
Road property and I have no problem with  
Tasha mcdison placing a Manufactured  
Home beside me! IF any questions or concerns  
please give me a call (706) 394-3594







**MODEL: 6763CAV**  
**3-BEDROOM / 2-BATH**  
**32 X 56 (60) - Approx. 1680 Sq. Ft.**

Date: 6/17/21  
\* All room dimensions include closets and square footage figures are approximate.






Planning Commission  
Z-23-53  
December 4, 2023

2016 Merritt Road

Aerial

Legend

 Subject Property

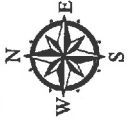


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Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
11/28/2023 MH18072

Augusta, GA Disclaimer

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Item 4.



0 100 Feet



**Request:** A Change of Zoning from Zone R-1A (One-family Residential) to Zone R-MH (Manufactured Home Residential) affecting property containing approximately 0.4 acres located at 2016 Merritt Road.

Tasha Madison, on behalf of Standard


Phone: 055-4-053-01-0




2016 Merritt Road


Current Zoning


Legend

 Subject Property

Zoning Classification

 B-1: Neighborhood Business

 B-2: General Business

 R-1A: One Family Residential

 R-MH: Manufactured Home Residential

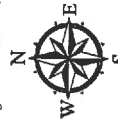


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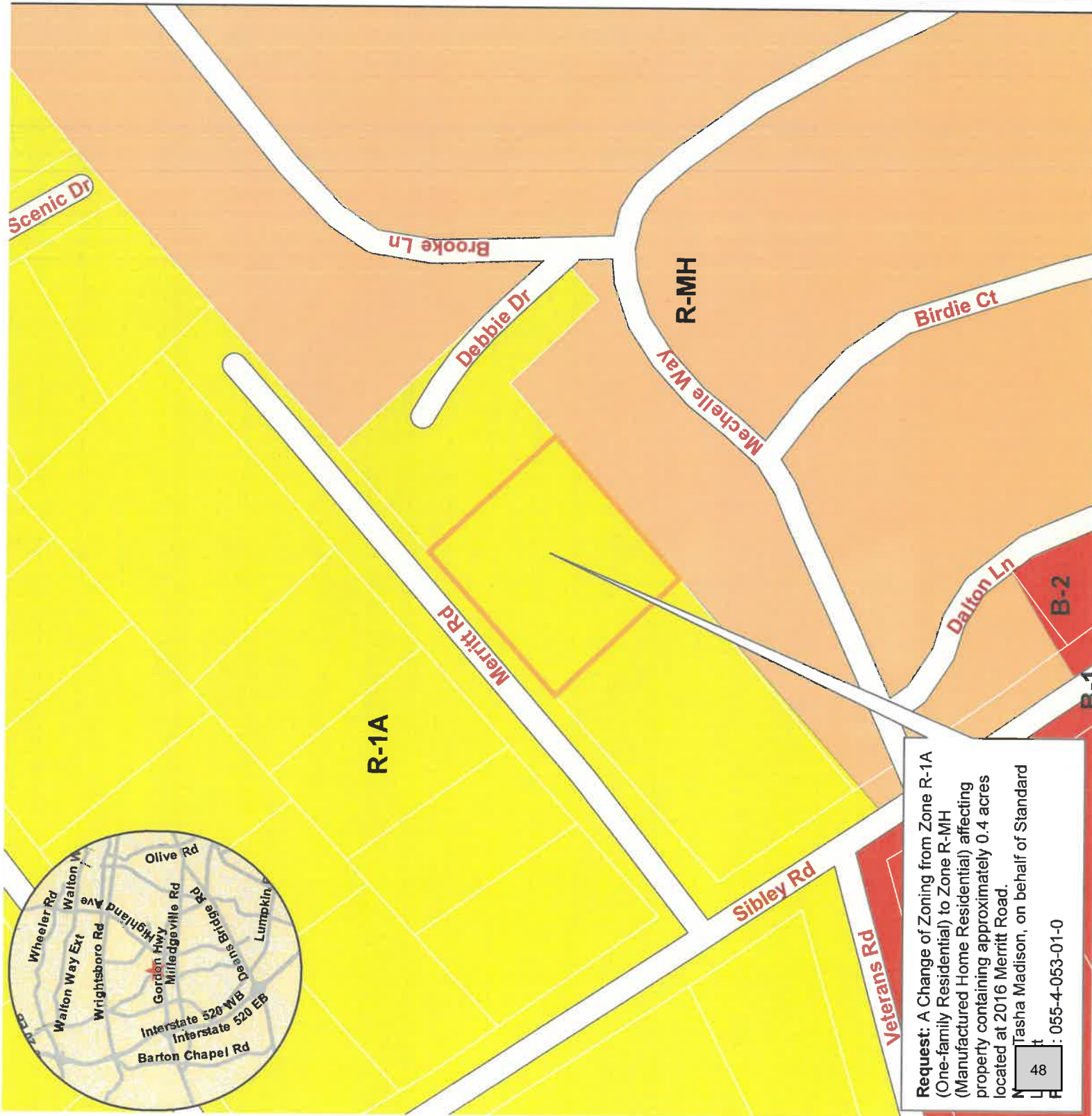
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Item 4.



0 100 Feet



**Request:** A Change of Zoning from Zone R-1A (One-family Residential) to Zone R-MH (Manufactured Home Residential) affecting property containing approximately 0.4 acres located at 2016 Merritt Road.


Tasha Madison, on behalf of Standard

055-4-053-01-0

2016 Merritt Road


Future Zoning

Legend

 Subject Property

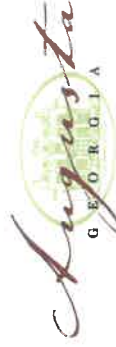
Zoning Classification

 B-1: Neighborhood Business

 B-2: General Business

 R-1A: One Family Residential

 R-MH: Manufactured Home Residential



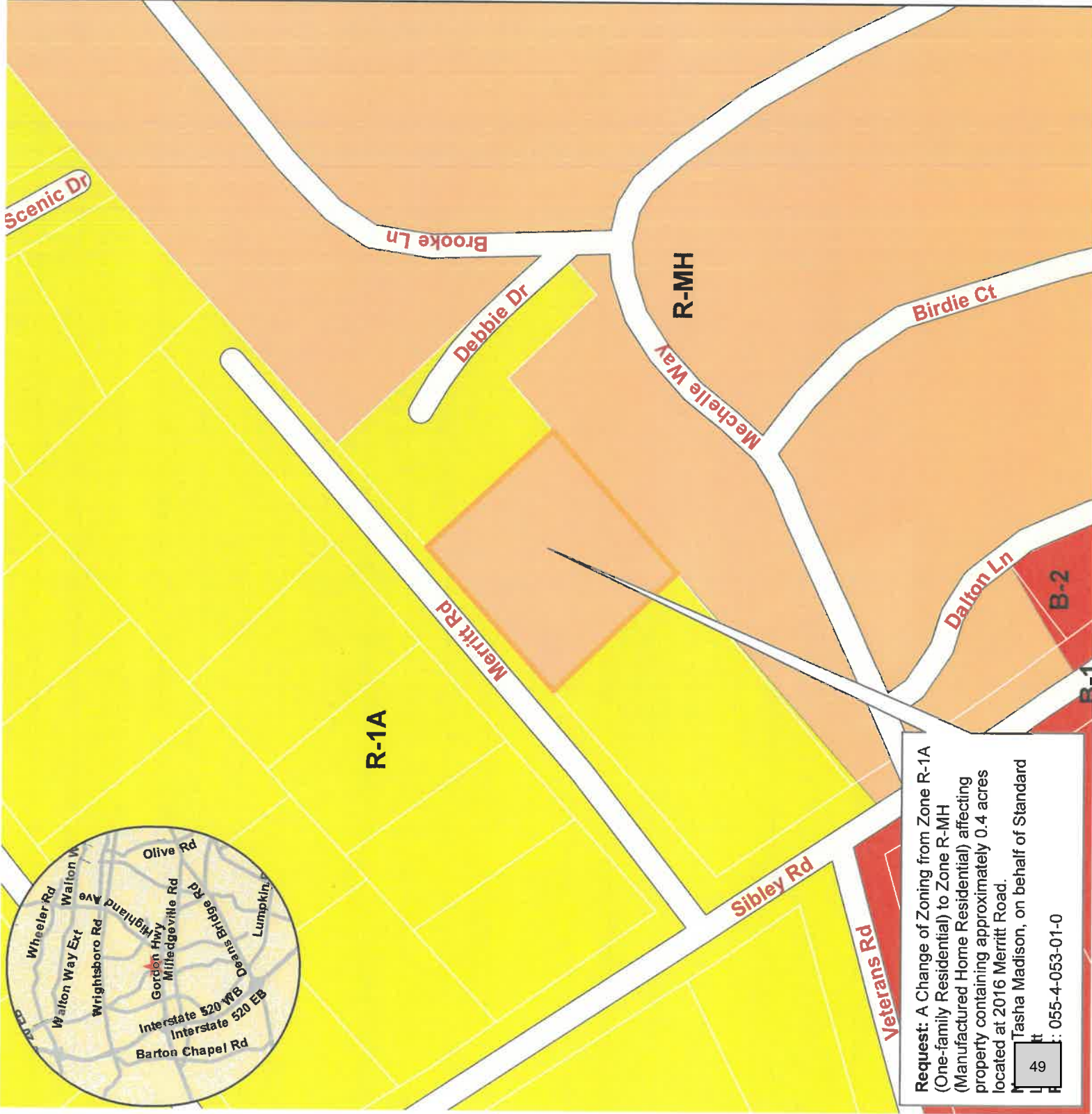
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0 100 Feet



**Request:** A Change of Zoning from Zone R-1A (One-family Residential) to Zone R-MH (Manufactured Home Residential) affecting property containing approximately 0.4 acres located at 2016 Merritt Road.

Tasha Madison, on behalf of Standard

Phone: 055-4-053-01-0



## Commission Meeting

January 16, 2024

Item Name: SE-23-06

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>SE-23-06</u></b> – A request for concurrence with the Augusta Planning Commission to DENY petition by Arvind Patel on behalf of Reray Properties, LLC requesting a special exception to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.29 acres located at 3107 Deans Bridge Road. Zoned B-1 (Neighborhood Business). Tax Map #096-2-205-00-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Denial
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

**Case Number:** SE-23-06

**Hearing Date:** Monday, December 4, 2023

**Applicant:** Arvind Patel

**Property Owner:** Reray Properties, LLC

**Address of Property:** 3107 Deans Bridge Road, Augusta, Georgia 30906

**Tax Parcel #:** 096-2-205-00-0

**Present Zoning:** B-1 (Neighborhood Business)

**Commission District:** 5 (Bobby Williams)

**Super District:** 9 (Francine Scott)

**Fort Gordon Notification Required:** No

Request	Proposed Use / Activity	Applicable Text
Special Exception	Liquor store	Comprehensive Zoning Ordinance, Section 21-2(c)

### **Summary of Request:**

This request pertains to a 0.29-acre property in central Richmond County, located along Deans Bridge Road between Glenn Hills Drive and Lumpkin Road. The property features an office building which formerly housed a realty company but is currently unoccupied. The applicant seeks a special exception to convert the building and property into a liquor/package store. For a liquor/package store to be permitted in a B-1 zoning district, approval of a special exception is required.

### **Compatibility:**

Special Exceptions are land uses permitted in zoning districts where the local government finds that such uses are in keeping with the goals of the Comprehensive Zoning Ordinance. Special Exceptions are scrutinized because their impact on adjoining properties can vary depending on the proposed use. Special Exceptions are considered on a case-by-case basis in accordance with the requirements and standards established in the Comprehensive Zoning Ordinance.

The property is in the South Augusta Character Area. Recommended development patterns for this area include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

### **Findings:**

1. There are no prior zoning actions associated with the property.
2. The property has access to public water and sanitary sewer lines.



3. The Georgia Department of Transportation (GDOT) classifies Deans Bridge Road as a principal arterial road.
4. Augusta Transit Routes 8 and 9 serve the property.
5. Based on FEMA Flood Insurance Rate Maps (FIRM) on the Augusta-Richmond County GIS Map Layer, there are no Special Flood hazard areas located on the property.
6. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
7. The topography of the property is flat, ranging from 367 to 370 feet above average mean sea level.
8. Section 21-2(c) of the Comprehensive Zoning Ordinance, Liquor stores are permitted by Special Exception in a B-1 (Neighborhood Business) zones provided that they generally conform to the following criteria:
  - The nature of the surrounding area is not predominantly residential with only a few commercial uses interspersed. *Complies as the property is part of a lengthy commercial corridor along Deans Bridge Road.*
  - The property is at the intersection of two arterial streets or within 500 feet of such an intersection. *Complies as the center of the subject property and the center of the Deans Bridge Road-Lumpkin Road intersection are approximately 350 feet apart.*
  - The property is not within 1,000 feet of a public park or recreation area, school, or library. *The Alcoholic Beverage Certification submitted with the application states that this property is 599.4 yards (1,798.2 feet) from the closest park (H.H. Brigham Park), 724.4 yards (2,173.2 feet) from the closest school (Hillcrest Baptist Church and School), and 1,667 yards (5,001 feet) from the closest library (Jack B. Patrick Tech Center Library). However, the campus of Miller-Motte College, located within a shopping center at 3128 Deans Bridge Road, is approximately 633 feet from the front door of the building to the property line where the college is located, making it non-compliant with this provision. (See Background for further information.)*
9. All properties adjacent to the subject property have a commercial zoning of B-1 or B-2. There are single-family subdivisions zoned R-1A and R-1B north of the subject property along Glenn Hills Drive and Lumpkin Road.
10. The special exception request for the property is consistent with the 2023 Comprehensive Plan, but not compliant with the Comprehensive Zoning Ordinance.
11. At time of writing, staff have not received inquiries pertaining to the application as it was advertised pursuant to the Zoning Procedures Law. However, opponents to the application were present at the Planning Commission meeting on October 2.

**Background:**

At the October 2 meeting, the Planning Commission recommended denial of this application. Having received this recommendation, on October 17 the Augusta Commission referred this

application back to the Planning Commission for further deliberation. The decision to return this request to the Planning Commission was based on recommendation by General Counsel Wayne Brown.

The recommendation from Attorney Brown centered on discrepancies between Augusta's alcohol ordinance, state laws regulating the locations of liquor sales, and the special exception criteria in the Comprehensive Zoning Ordinance, especially as it pertains to the subject property and the nearby campus of Miller-Motte College at 3128 Deans Bridge Road.

Section 6-2-64 of the Augusta alcohol ordinance specifies the following distance restrictions for the licensing of spirits sales: one hundred (100) yards from "*church or library buildings, or public recreation areas*", and two hundred (200) yards from a "*school building or school grounds*". The ordinance goes on to state that:

*The schools or colleges referred to herein shall include only such state, county, city, church or other schools as teach the subjects commonly taught in the common schools and colleges in this state and shall not include private schools or colleges within which only specialized subjects such as law, stenography, business, music, art, medicine, dentistry, vocational occupations and other special subjects are taught.*

Based on the language of this ordinance, Miller-Motte would, as a vocational school, be exempt from the city's distance requirement.

Section 3-3-21(b) of the Official Code of Georgia, states that:

*(b) Nothing contained in this Code section shall prohibit the licensing of the sale or distribution of alcoholic beverages by: ...*

*(4) Licensees for retail sale packages of alcoholic beverages for consumption off the premises who shall be subject to regulation as to distances from college campuses by counties and municipalities; provided, however, that such distances may be less restrictive than those provided in this Code section but shall not be more restrictive; and provided, further, that if such licensees are not regulated as to distances from college campuses by a county or municipality, then the distances set forth in this Code section shall govern such licensees; and*

*(5) Licensees for retail sale packages of wine and malt beverages for consumption off the premises who shall be subject to regulation as to distances from school grounds by counties and municipalities; provided, however, that if such licensees are not regulated as to distances from school grounds, then the distances set forth in this Code section shall govern such licensees. For purposes of this subsection, the term "college campus" shall include, but shall not be limited to, all buildings and grounds of any public or private technical school, vocational school, college, university, or other institution of postsecondary education.*

This language includes vocational schools and therefore would not exempt Miller-Motte from distance restrictions.

However, even if this language from the O.C.G.A. is interpreted to require the subject property be located 200 yards away, Planning & Development staff calculated the distance from the subject property to Miller-Motte as approximately 633 feet (211 yards). **Therefore, by any applicable definition, the subject property would almost certainly be eligible for appropriate licensing.**

The question before the Commission is whether the subject property merits a special exception to establish a liquor store in the B-1 zone per the criteria set forth in Section 21-2(c) of the Comprehensive Zoning Ordinance. Among those criteria is the stipulation that the property not be within 1,000 feet of a school. This distance threshold is more restrictive than the licensing requirements in either local or state ordinances; based on the aforementioned distance of 633 feet, the subject property would not meet that criterion.

The operative question, then, is how the Comprehensive Zoning Ordinance defines a school. “School” is not included in the General Definitions section (Section 2); however, a definition is provided for “private school” which states “the primary purpose of the institution is to provide the basic academic educational program which includes, but is not limited to, reading, language arts, mathematics, social studies and science”. While this would imply that the special exception criteria would not take Miller-Motte into consideration, it is only inferred and not conclusive.

**RECOMMENDATION:** The decision to grant a special exception for zoning, especially for a liquor store, involves careful consideration of various factors, including community concerns, economic conditions, and public welfare. Planning & Development staff recommends **DENIAL** of the Special Exception request due to the potential adverse impact on the surrounding area, proximity to a school, lack of community support and being within 10ft of a single-family residential zone and use.

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

**Letter of Intent for Special Exception  
at 3107 Deans Bridge Rd, Augusta**

Department of Planning and Development  
535 Telfair Street, Suite 300  
Augusta, GA. 30901

Dear Commissioners,

I, Arvind Patel hereby request the Richmond County Planning Department, a special Exception for the purchase of Parcel #0962205000 which is currently under B1 zone as an office space and would like to convert into a Retail Package Store.

Location: 3107 Deans Bridge Rd, Augusta GA. 30906  
Parcel #: 0962205000  
Present Zoning: B1

This building location was previously used as an office space but it is vacant for the last few years with further no scope of offices because it is surrounded by retail businesses. All surrounding retail business properties are under B1 zoning. The proposed liquor store location is accessible from major roads and exceeds the minimum distance requirements to the nearest churches, library, Schools or public recreation area. Also exceeds minimum distance requirements to the nearest retail package store (Section 6-2-76).

I respectfully request the Planning Department Committee to give us a special exception to convert this office building into a retail liquor package store in B1 zoning.

Sincerely,



Arvind Patel  
Member of Laxmi Narayan Holdings, LLC.









Planning Commission  
SE-23-06  
December 4, 2023

3107 Deans Bridge Road

Aerial

Legend

 Subject Property



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
11/28/2023 MH18072

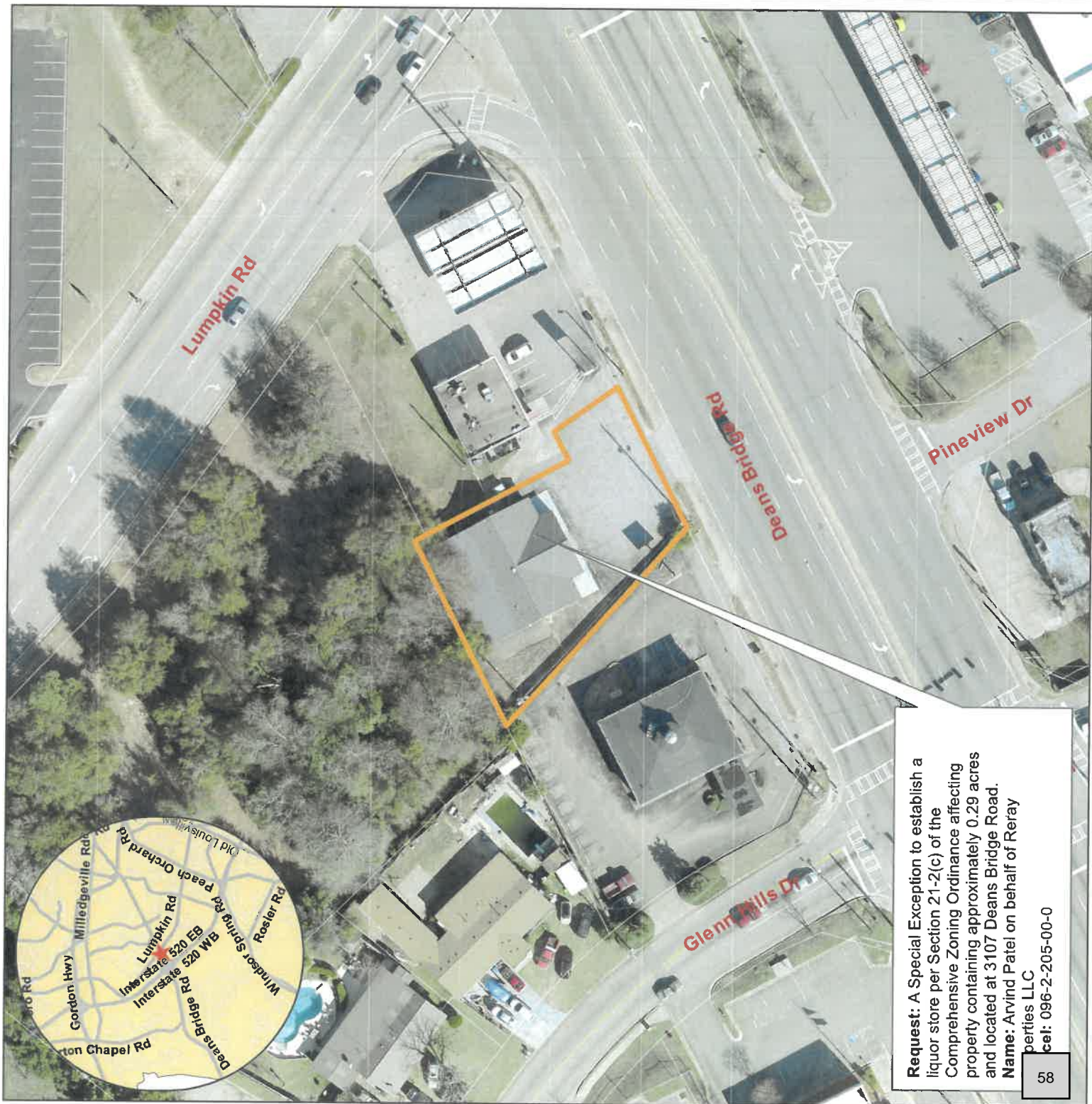
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Item 5.



0 100 Feet



**Request:** A Special Exception to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.29 acres and located at 3107 Deans Bridge Road.  
**Name:** Arvind Patel on behalf of Reray Properties LLC

cel: 096-2-205-00-0




Planning Commission  
SE-23-06  
December 4, 2023


3107 Deans Bridge Road


Current Zoning

Legend

 Subject Property

Zoning Classification

 B-1: Neighborhood  
Business

 B-2: General Business

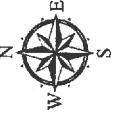
 R-1A: One Family  
Residential



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Augusta, GA 30901  
11/28/2023 MH18072

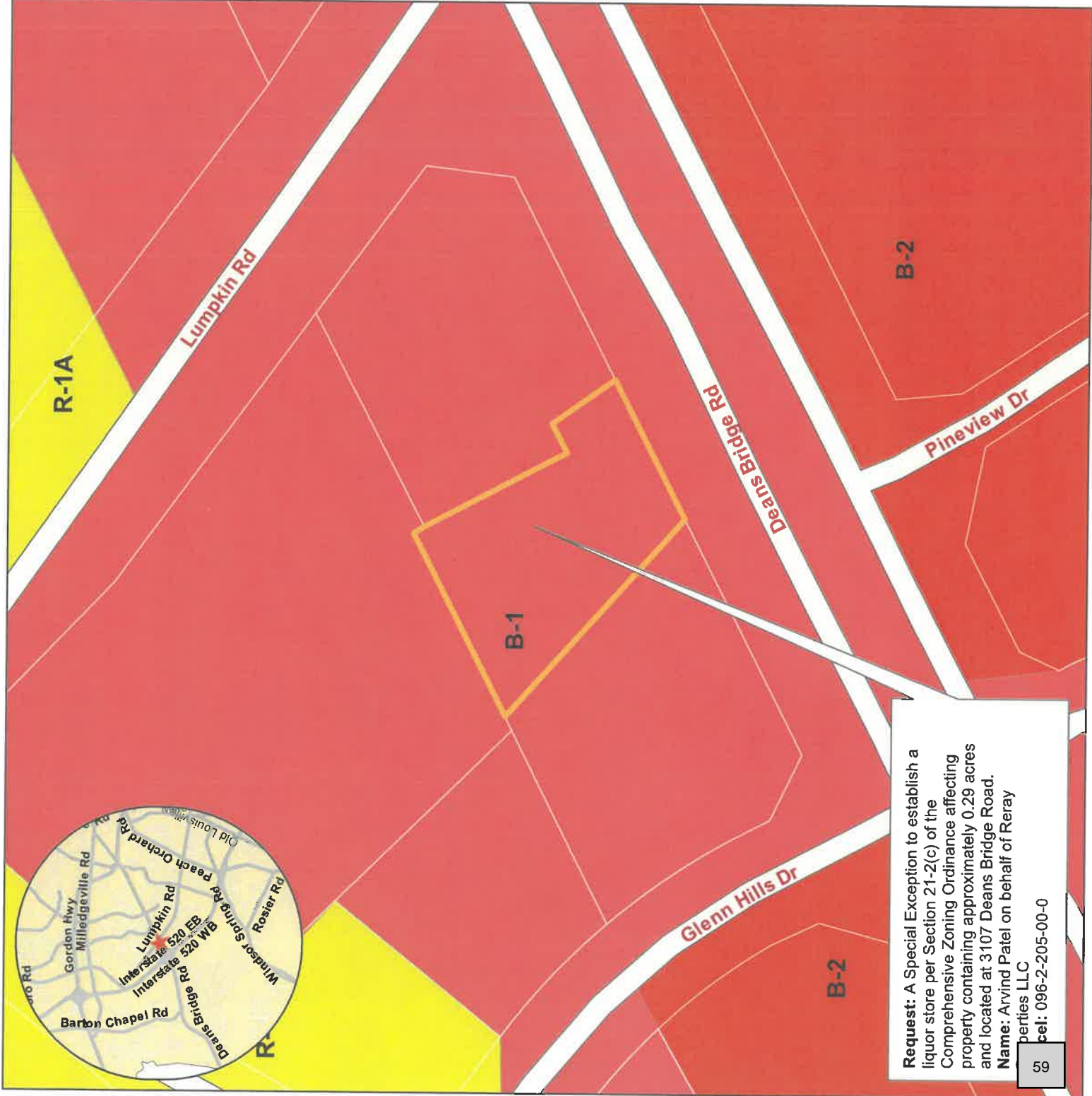
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0 100 Feet

Item 5.



**Request:** A Special Exception to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.29 acres and located at 3107 Deans Bridge Road.  
**Name:** Arvind Patel on behalf of Reray Properties LLC  
**tel:** 096-2-205-00-0





## Commission Meeting

January 16, 2024

Item Name: SE-23-09

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>SE-23-09</u></b> – A request for concurrence with the Augusta Planning Commission to APPROVE petition by Brian Byler on behalf of David A. Duffie requesting a special exception to construct a private recreational facility per Section 26-1(i) of the Comprehensive Zoning Ordinance affecting properties containing approximately 10.57 acres located at 3805, 3807, and 3819 Wrightsboro Road. Zoned R-3B (Multiple-family Residential). Tax Map #039-0-019-00-0, 040-0-109-00-0 and 040-0-110-00-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. The approved special exception shall only permit a use which substantially conforms to the proposed use associated with the application (i.e. a baseball/softball training facility). It shall not be construed as approval for all use categories listed in Section 26-1(i) of the Comprehensive Zoning Ordinance. Any substantial change in the proposed use shall require a new special exception request.</li> <li>2. The applicant acknowledges Section 26-2 of the Comprehensive Zoning Ordinance, which stipulates the following: <ol style="list-style-type: none"> <li>a. The use permitted via Special Exception must be initiated within six (6) months of final approval by the Augusta Commission. If it is not initiated, the Special Exception shall no longer be deemed valid, and a new application must be submitted.</li> <li>b. Initiation of a use is established either by the issuance of a valid business license by the Augusta Planning and Development Department, or by other reasonable proof of the establishment of vested rights.</li> <li>c. If the use is initiated within the six-month timeframe but later ceases operations for a length of time exceeding one year, the Special Exception shall no longer be deemed valid.</li> </ol> </li> <li>3. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia prior to construction commencing on the properties.</li> </ol>

4. The three properties shall be combined as one parcel and recorded in the Clerk of Superior Courts office prior to submittal for site plan approval.
5. A wetlands determination shall be performed on the properties. If wetlands are found to exist, any encroachment into the wetlands will need to be permitted by the U.S. Army Corps of Engineers.
6. The development of the properties shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at time of development, including but not limited to the Stormwater Management Manual and the Flood Damage Prevention Ordinance.

**Funds are available in** N/A  
**the following accounts:**

**REVIEWED AND** N/A  
**APPROVED BY:**

## AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

**Case Number:** SE-23-09

**Hearing Date:** Monday, December 4, 2023

**Applicant:** Brian Byler

**Property Owner:** David A. Duffie

**Address of Property:** 3805, 3807, and 3819 Wrightsboro Road, Augusta, Georgia 30909

**Tax Parcel #:** 040-0-110-00-0, 040-0-109-00-0, 039-0-019-00-0

**Present Zoning:** R-3B (Multiple-family Residential)

**Commission District:** 3 (Catherine Smith McKnight)      **Super District:** 10 (Wayne Guilfoyle)

**Fort Eisenhower (Gordon) Notification Required:** No

Request	Proposed Use / Activity	Applicable Text
Special Exception to establish a Private Recreational Facility	Baseball/softball practice facility	Comprehensive Zoning Ordinance, Section 26-1(i)

### **Summary of Request:**

This request pertains to three properties totaling 10.57 acres, located on the north end of Wrightsboro Road just west of Flowing Wells Road. The applicant is seeking a special exception to permit the establishment of a baseball and softball training facility, which most closely aligns with the classification of “privately owned and operated recreational facility” in the Comprehensive Zoning Ordinance. The proposed facility would feature a 15,000 square foot building, two youth fields, a parking area, drainfield, and detention pond.

### **Comprehensive Plan Consistency:**

The subject property is located within the Belair character area. Recommended development patterns for Belair, per the 2023 update to Augusta’s Comprehensive Plan, include the reduction of reliance on automobiles “by using sidewalks [and] bike lanes... to connect residential neighborhoods to activity centers”. The subject property, being accessible via sidewalks and bicycle lanes, aligns with this recommendation.

### **Special Exception Criteria:**

The proposed use, as noted previously, aligns with Section 26-1(i) of the Comprehensive Zoning Ordinance, which allows for the following to be permitted via special exception:

*“Club (private or public), lodge (nonprofit), golf course, country club, tennis facilities, **privately owned and operated recreational facility**, swimming pool, fishing lake, or similar recreational use subject to the following criteria:”*

These criteria are evaluated thusly:



- (1) The minimum size tract for a golf course or country club shall be fifty (50) acres. *Not applicable.*
- (2) A tract to be developed as a golf course or country club shall have at least one hundred (100) feet of frontage on a public or private road. *Not applicable.*
- (3) Structures except fences and walls shall be set back at least fifty (50) feet from property lines separating the property from contiguous properties zoned or developed for residential use. *The concept plan as presented with the application would satisfy this requirement.*
- (4) Lighting shall be designed so that adjacent properties are not adversely affected. *The letter of intent states that “none of [the lighting for the ballfields] will be facing or intruding upon any residential area as this site is secluded from any residences”.*
- (5) Outdoor activities shall cease at 11:00 P.M. *As the letter notes that the facilities will be used for girls’ fastpitch softball and 8U-12U youth baseball, it is unlikely that any activities will be carried out beyond 11:00pm; however, at the Commission’s discretion this can be reiterated as a condition of the special exception.*
- (6) Lounges, clubhouses, and similar facilities shall be designed and operated for use by members and their guests, or patrons who are using the club or recreational facility. Lounges, clubhouses and similar facilities shall be located at least one hundred (100) feet from contiguous properties zoned or developed for residential use. *Not applicable.*
- (7) *Deleted.*
- (8) A plan illustrating compliance with the above requirements shall be submitted to the Staff of the Augusta Planning and Development Department before the proposal is placed on the agenda. The Planning Commission shall determine that all of the foregoing requirements have been satisfied, and further, that the benefits of the proposed club, privately owned and operated recreational facility, swimming pool, fishing lake, or similar recreational use are greater than any possible depreciating effects and damages to the neighboring properties. *Materials submitted by the applicant satisfy the first part of this criterion. While the Commission is ultimately charged with the balancing test prescribed herein, staff would note that based on the proposed use and concept plan presented with this application, they do not see potential depreciating effects to neighboring properties.*

In addition, Section 26-1 notes that this use, along with other uses listed in subsections (a) through (v), “may be permitted in any Zone where such uses are deemed essential or desirable to the public convenience or welfare and are in harmony with the various elements or objectives of the Master Plan/Planning Document in effect.” Staff is of the view that this use would be desirable, and further that it is in harmony with the Comprehensive Plan, as noted previously.

Section 26-1 further declares that “all applications... shall be accompanied by a preliminary development plan that shows the location of all buildings associated with the proposed use and the number of stories contained in each building. The... plan must also show the location of all curb cuts, driving lanes, parking areas, and the location of all walls, fences and screen plantings that exist or are planned.” The presented concept plan satisfies these requirements.

### **Findings:**

1. Rezoning application Z-22-47 rezoned the property to R-3B (Multiple-family Residential). Prior to the rezoning, 3805, 3807, and most of 3819 Wrightsboro Road were in the A (Agricultural) zone; a portion of 3819 was in the B-2 (General Business) zone. This was to allow for a proposed townhome-style apartment community of 84 units. The Planning Commission made a unanimous recommendation to approve this rezoning at the meeting held on September 7, 2022. Final approval was granted unanimously by the Augusta Commission via consent agenda at their meeting on September 20, 2022.
2. The property appears to have access to municipal water lines, but not to sanitary sewer lines.
3. The Georgia Department of Transportation (GDOT) classifies this segment of Wrightsboro Road as a principal arterial route; nearby Flowing Wells Road is considered a major collector route.
4. Augusta Transit does not directly serve the subject property.
5. According to the FEMA Flood Insurance Rate Maps (FIRM) available on the Augusta-Richmond County GIS Maps, land encompassing just below three acres of 10.57 total acres are within an AE flood zone; this denotes a 100-year floodplain. This portion runs along the northeastern boundary of the property.
6. Per municipal GIS data, a portion of the property in slight excess of one acre is classified as wetlands. This mostly overlaps with the portion of the property within the floodplain.
7. The proposed site improvements do not encroach on either wetlands or floodplain.
8. Site topography slopes from around 374 feet above sea level in the southwest corner, down to 340 feet along the northeastern property line.
9. The property adjoins the following zones: A, R-1E, R-MH, and B-2.
10. At time of writing, staff have not received inquiries pertaining to the application as it was advertised pursuant to the Zoning Procedures Law.

**Recommendation:** The Planning Commission recommends **Approval** of the special exception, contingent upon the following conditions:

1. The approved special exception shall only permit a use which substantially conforms to the proposed use associated with the application (i.e. a baseball/softball training facility). It shall not be construed as approval for all use categories listed in Section 26-1(i) of the Comprehensive Zoning Ordinance. Any substantial change in the proposed use shall require a new special exception request.
2. The applicant acknowledges Section 26-2 of the Comprehensive Zoning Ordinance, which stipulates the following:
  - a. The use permitted via Special Exception must be initiated within six (6) months of final approval by the Augusta Commission. If it is not initiated, the Special Exception shall no longer be deemed valid, and a new application must be submitted.

- b. Initiation of a use is established either by the issuance of a valid business license by the Augusta Planning and Development Department, or by other reasonable proof of the establishment of vested rights.
  - c. If the use is initiated within the six-month timeframe but later ceases operations for a length of time exceeding one year, the Special Exception shall no longer be deemed valid.
- 3. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia prior to construction commencing on the properties.
- 4. The three properties shall be combined as one parcel and recorded in the Clerk of Superior Courts office prior to submittal for site plan approval.
- 5. A wetlands determination shall be performed on the properties. If wetlands are found to exist, any encroachment into the wetlands will need to be permitted by the U.S. Army Corps of Engineers.
- 6. The development of the properties shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at time of development, including but not limited to the Stormwater Management Manual and the Flood Damage Prevention Ordinance.

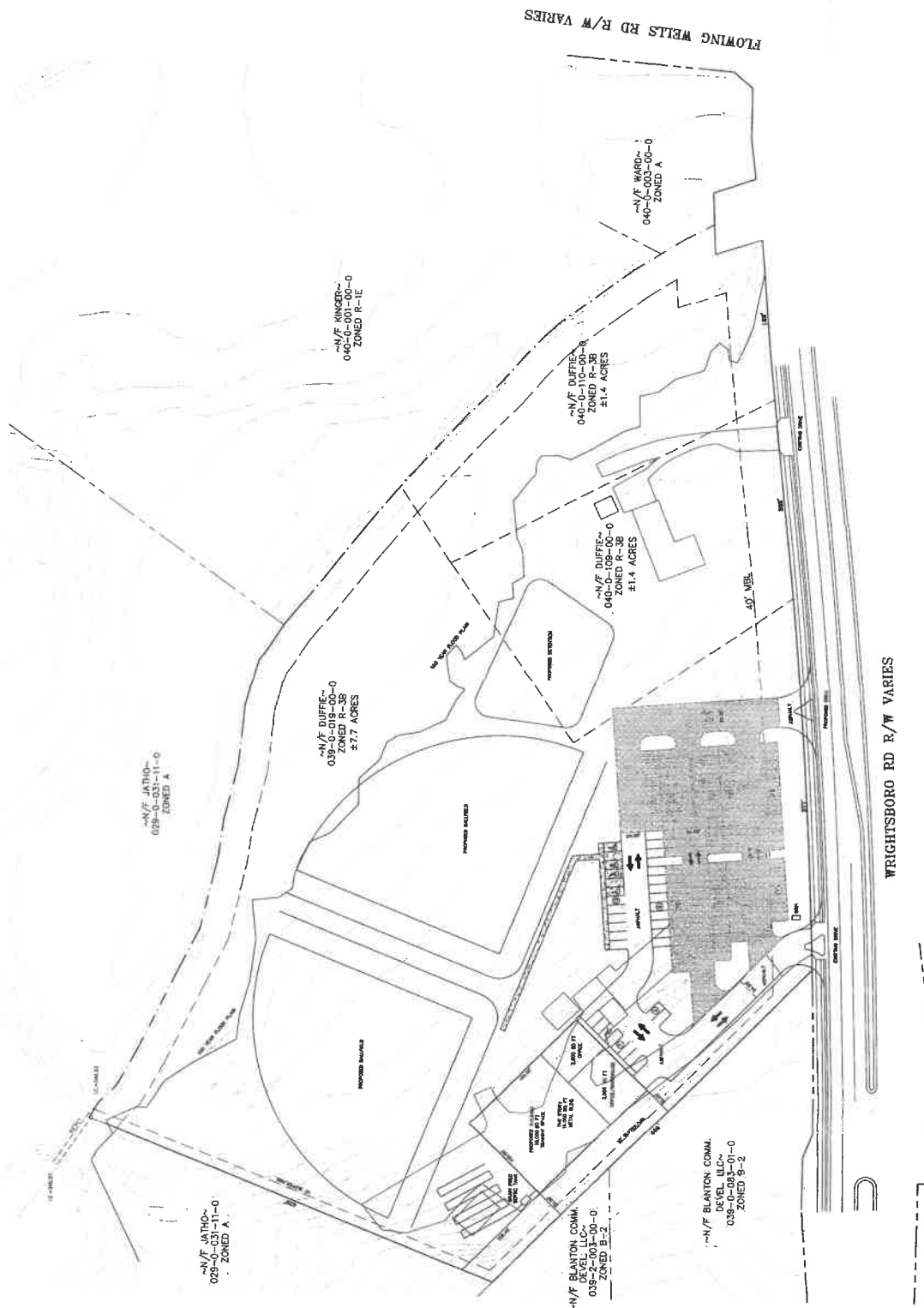
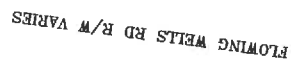
**Note:** This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance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

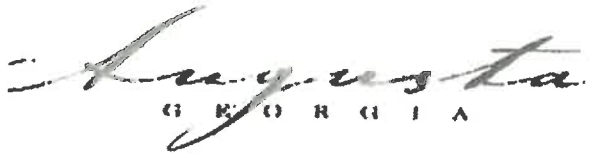


## Platinum Sports/Complete Game

### 3819 Wrightsboro Rd Project

Platinum Sports LLC, DBA Complete Game, is excited to announce our potential expansion project located at 3819(Includes 3805,3807 also) Wrightsboro Rd Augusta GA 30909. Our plan is to construct a 15,000 sqft Metal Building to relocate our current baseball/softball training facility. This will consist of Approx 10,000 sqft of open training space, 2000 sqft of Office/Reception Area, and 3000 sqft of office/warehouse space to be rented to Integrity Medical(A Partner Company). We will also be constructing 2-Turf Fastpitch Softball/Youth Baseball Fields directly adjacent to the building. The fields will not be full sized baseball fields, but will instead have fences that are approx. 220' and be used for Girls Fastpitch Softball as well as 8U-12U Youth Baseball. Our teams will use these on a regular basis for practice and we will also have Tournament style events a couple weekends per month. The estimated daily traffic for this location would be about 25-50 vehicles. The Weekend traffic during events would be estimated to be 50-75 vehicles at a time with vehicles rotating in and out as events are taking place. This would be a gradual rotation with probably not more than a couple cars per minute going in and out of the entrance. We will have lights on these fields, but because they are not full size fields, they will not be as tall as traditional baseball field lighting. Furthermore, none of these lights will be facing or intruding upon any residential area as this site is secluded from any residences. There is currently several other similar sporting facilities within a mile of this location including EDS Sports Facility, Augusta Soccer Park, Wedges and Woods Driving Range, an Elementary School, a Church, several warehouse buildings, and an RV Park. We feel this small complex would fit nicely with all that has already been constructed around it. In addition to what we would be able to do at this facility, Complete Game also currently hosts several other events throughout the year in Richmond County and the surrounding area. We work with the Augusta Sports Council and many local schools with these events and look forward to expanding our relationship and bringing a great experience that will benefit Richmond County and all businesses in the surrounding area.





## ENGINEERING DEPARTMENT

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

### PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 3819 WRIGHTSBORO RD

Tax Parcel Number: 039-0-019-00-0

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

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

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

Existing streets adjacent to property:

1) Wrightsboro Rd 3) \_\_\_\_\_  
2) \_\_\_\_\_ 4) \_\_\_\_\_

Volume on each existing street (AADT):

1) 11,100 3) \_\_\_\_\_  
2) \_\_\_\_\_ 4) \_\_\_\_\_

Level of Service (LOS) on each street:

1) A 3) \_\_\_\_\_  
2) \_\_\_\_\_ 4) \_\_\_\_\_

Land Use Type / Code (ITE Trip Generation):

Batting Cages / (1433)

Basis for Calculation (sq ft, # units, etc.):

Cages

Trips Generated by Proposed Development:

100 TTPD

Adjusted street volumes based on trips generated:

1) 11,200 3) \_\_\_\_\_  
2) \_\_\_\_\_ 4) \_\_\_\_\_

Projected Level of Service (LOS) on each street based on trips generated:

1) A 3) \_\_\_\_\_  
2) \_\_\_\_\_ 4) \_\_\_\_\_

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

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

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

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

### Official Use Only

Does this Rezoning Application require a full Traffic Impact Study/Analysis (TIS/TIA): Y or (N)

Date of Review: 11-13-23

Signature of Traffic Engineer or Designee: John Ussery

Print Name: John Ussery

Title: Assistant Director








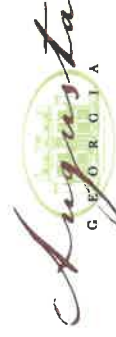
Planning Commission  
SE-23-09  
December 4, 2023

Multiple addresses  
on Wrightsboro Road

Aerial

Legend

 Subject Property



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
11/27/2023 MH18072

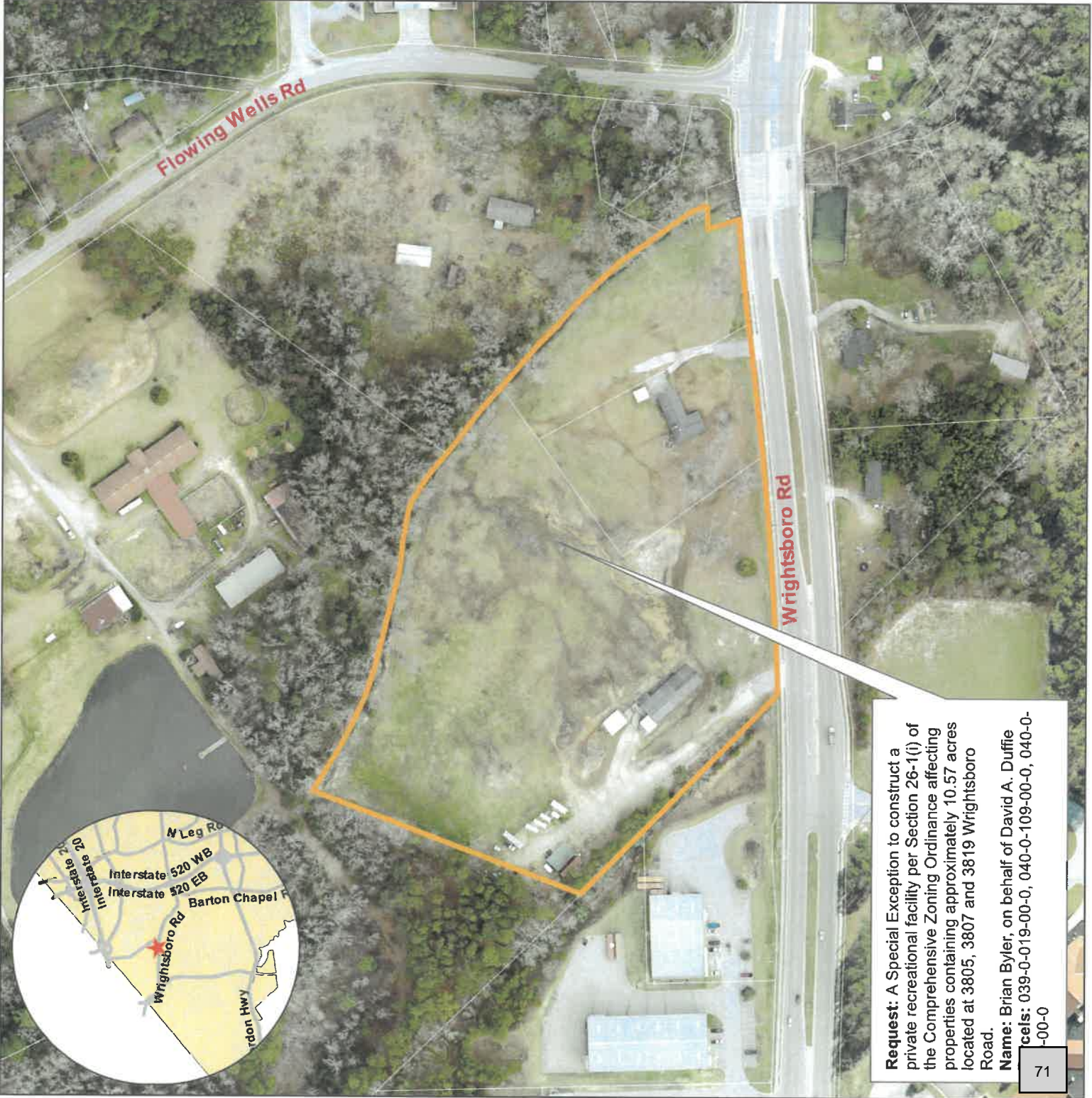
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Item 6.



0 200 Feet



**Request:** A Special Exception to construct a private recreational facility per Section 26-1(i) of the Comprehensive Zoning Ordinance affecting properties containing approximately 10.57 acres located at 3805, 3807 and 3819 Wrightsboro Road.

**Name:** Brian Byler, on behalf of David A. Duffie  
**Phone:** 039-0-019-00-0, 040-0-109-00-0, 040-0-00-0




Planning Commission  
SE-23-09  
December 4, 2023

Multiple addresses  
on Wrightsboro Road


Current Zoning


Legend

 Subject Property

Zoning Classification

 A: Agriculture

 B-2: General Business

 R-1E: One Family  
Residential

 R-3B: Multiple-Family  
Residential

 R-MH: Manufactured Home  
Residential



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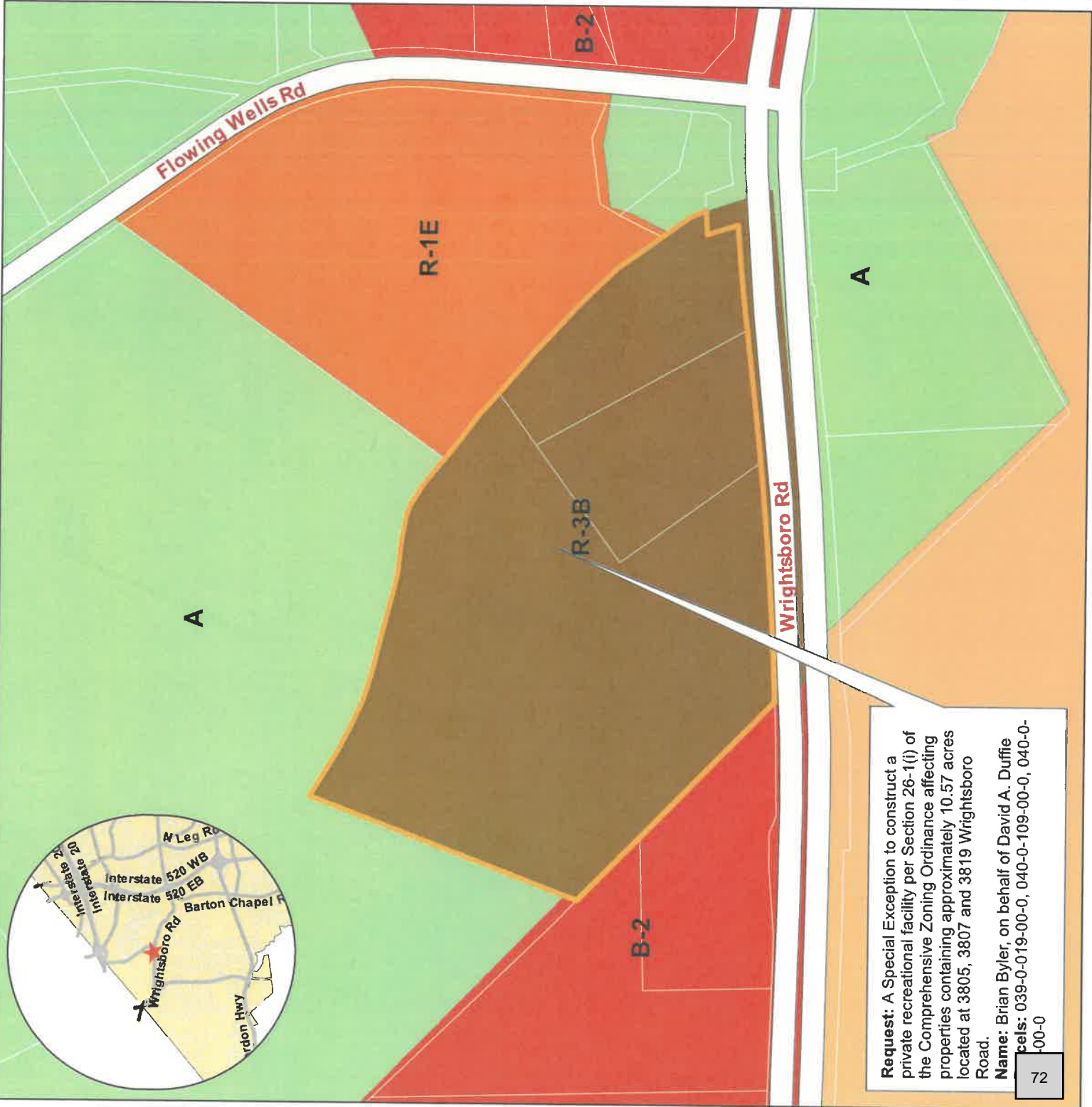
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0 200 Feet

Item 6.





## Commission Meeting

January 2, 2024

Item Name: SE-23-10

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>SE-23-10</u></b> – A request for concurrence with the Augusta Planning Commission to APPROVE petition by Rimrock Development Holdings on behalf of Patricia M Reece requesting a special exception to construct an extended stay hotel per Section 22-2(d) of the Comprehensive Zoning Ordinance affecting property containing approximately 3.7 acres located at 3731-Wheeler Road. Zoned B-2 (General Business). Tax Map #030-0-230-06-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. Shall comply with all applicable regulations set forth in Section 22-2(d) of the Comprehensive Zoning Ordinance of Augusta, Georgia.</li> <li>2. The extended stay hotel shall be limited to 3 stories and no more than 64 units.</li> <li>3. Install a 6-foot privacy fence on the East property line adjacent to the Memory Care Center and Spicewood Apartment subdivision and the West property line adjacent to the Sonic Restaurant is required.</li> <li>4. Issuance of development permits shall be contingent upon the submission of plans meeting engineering, environmental, and all other pertinent development regulations.</li> <li>5. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



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

**Case Number:** SE-23-10

**Hearing Date:** Monday, December 4, 2023

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**Applicant:** Rimrock Development Holdings

**Property Owner:** Patricia M Reece

**Address of Property:** 3731 Wheeler Road, Augusta, GA 30909

**Tax Parcel #:** 030-0-230-06-0

**Present Zoning:** B-2 (General Business)

**Commission District:** 3 (McKnight)

**Super District:** 10 (W. Guilfoyle)

**Fort Eisenhower Notification Required:** N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Special Exception	Extended Stay Hotel	Section 22-2(d)

**1. Summary of Request:**

The applicant requests a Special Exception to establish an extended stay hotel on a 3.7-acre property located at 3731 Wheeler Rd. The property remains undeveloped and is situated in a B-2 (General Business) zone.

**2. Comprehensive Plan Consistency:**

The proposed development is part of the Belair character area. The 2023 Comprehensive Plan characterizes commercial development in the Belair area as a mix of shopping centers, professional offices and suburban and highway-oriented commercial uses/service establishments arranged in a linear pattern along the major streets and highways. Development of the site should occur in a manner consistent with the existing land use patterns and architecture style and features of the surrounding area. The applicant's proposed land use is compatible with aspects of the Comprehensive Plan.

**3. Findings:**

1. The applicant requests a Special Exception to establish an extended stay hotel on the property.
2. Extended stay hotels are permitted by Special Exception in a B-2 (General Business) zone. In this case then a Special Exception is required for the proposed extended stay hotel.
  - There shall be staff or management on duty 24 hours per day seven days per week; ***The hotel will be staffed 24 hours per day seven days per week.***
  - Each guest room shall have a minimum of 280 square feet; ***Complies.***
  - No business license shall be issued for any business operated from any guest room; ***Must comply with zoning regulations.***
  - A preliminary plan shall be submitted showing the proposed layout of buildings, ingress/egress, buffers and landscaping, amenities, and the density of development; ***Must comply, conceptual plan does not include buffers or landscaping details.***
  - No vehicle storage or permanent parking of equipment or vehicles shall be permitted; ***Must comply with zoning regulations.***
  - No buildings constructed under this section may be converted to or used as apartments or condominiums; ***Must comply with zoning regulations.***
3. The 3.7-acre tract fronts Wheeler Road and is situated immediately northeast of Doctors Hospital and immediately adjacent to NHP SH Georgia LLC (Memory Care Center) and Spicewood Apartments subdivision on the east side and immediately adjunct to Sonic Restaurant on the west side.
4. The proposed extended stay hotel will be 3 stories and contain 64 rooms. All guest rooms in this hotel will have kitchenettes.
5. A lobby, lounge and guest laundry room are included on the first level plan for the building.
6. The proposed land use is compatible with adjacent properties. Surrounding commercial land uses include restaurants, hotels, a hospital, convenience stores and an automobile repair shop.
7. The subject parcel is served by public water and sewer.
8. Wheeler Road is classified as a minor arterial street.
9. Transit service is available in the immediate area along Wheeler Road, the nearest transit stop is situated approximately 100 feet from the property.
10. The required parking for the extended stay hotel is 69 off-street spaces and there are 73 spaces shown on the plan. Guest rooms will be greater than 280 square feet and there will have to be round-the-clock staffing or management on site pursuant to the requirements of the Comprehensive Zoning Ordinance.
11. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
12. The site is not located within any wetlands.
13. The proposed use is compatible with surrounding land uses and consistent with the goals and policies in the Comprehensive Plan.

14. At the time of completion of this report staff has not received any inquiries regarding this application.

**Recommendation:** The Planning Commission recommends Approval of the zoning request, subject to the following condition(s):

1. Shall comply with all applicable regulations set forth in Section 22-2(d) of the Comprehensive Zoning Ordinance of Augusta, Georgia.
2. The extended stay hotel shall be limited to 3 stories and no more than 64 units.
3. Install a 6-foot privacy fence on the East property line adjacent to the Memory Care Center and Spicewood Apartment subdivision and the West property line adjacent to the Sonic Restaurant is required.
4. Issuance of development permits shall be contingent upon the submission of plans meeting engineering, environmental, and all other pertinent development regulations.
5. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.

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



# CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901  
PO Box 2546 Augusta, Georgia 30903  
706.722.1588

October 26, 2023

Mr. Kevin Boyd  
Augusta Planning and Development Department  
535 Telfair Street, Suite 300  
Augusta, Georgia 30901

Re: My Place Hotel – Special Exception Request  
Augusta, Georgia  
Our File No. 2023-0375

Dear Kevin,

We are submitting this letter on behalf of the developer be placed on the Planning Commission agenda for December's meeting. This application is a request for a special exception to the current B-2 zoning of TMP 030-0-230-06-0 located at 3731 Wheeler Road. Please find the following documents enclosed:

- Special Exception Application;
- 4 Concept Plans;
- Current Plat;
- Deed;
- Floor Plans;
- Building Elevations;
- Check for \$800.00

The proposed development will include a 3-story hotel consisting of 64 rooms, BBQ pavilion, dumpster, and detention pond. Parking will be provided around the site to meet the minimum requirements of Augusta-Richmond County. Water and sewer utilities are readily available on-site and access will be provided by a single right-in, right out driveway from Wheeler Road. A Georgia Power easement is located along the northern property line and encroachments may be required to pipe water from the detention pond to the nearby storm sewer system. An access/utility easement is also located along the eastern property line. It is assumed this was granted to the adjacent commercial establishment to allow for their driveway with angled parking to be extended to Gerredd Blvd. It does not appear this connection was ever made, but we intend to keep proposed development out of the easement in case this connection should be made in the future.

**The reason for this request is to pursue a special exception for the use of an extended stay hotel as required by section 22-2 of the Augusta Comprehensive Zoning Ordinance.** As shown on the floor plans provided, all hotel units include a kitchenet which would define the establishment as an extended stay hotel according to Section 2 of the Ordinance.



We trust that the information provided is suitable for your review and approval. Should you have any questions concerning this matter, please do not hesitate to contact us at your convenience.

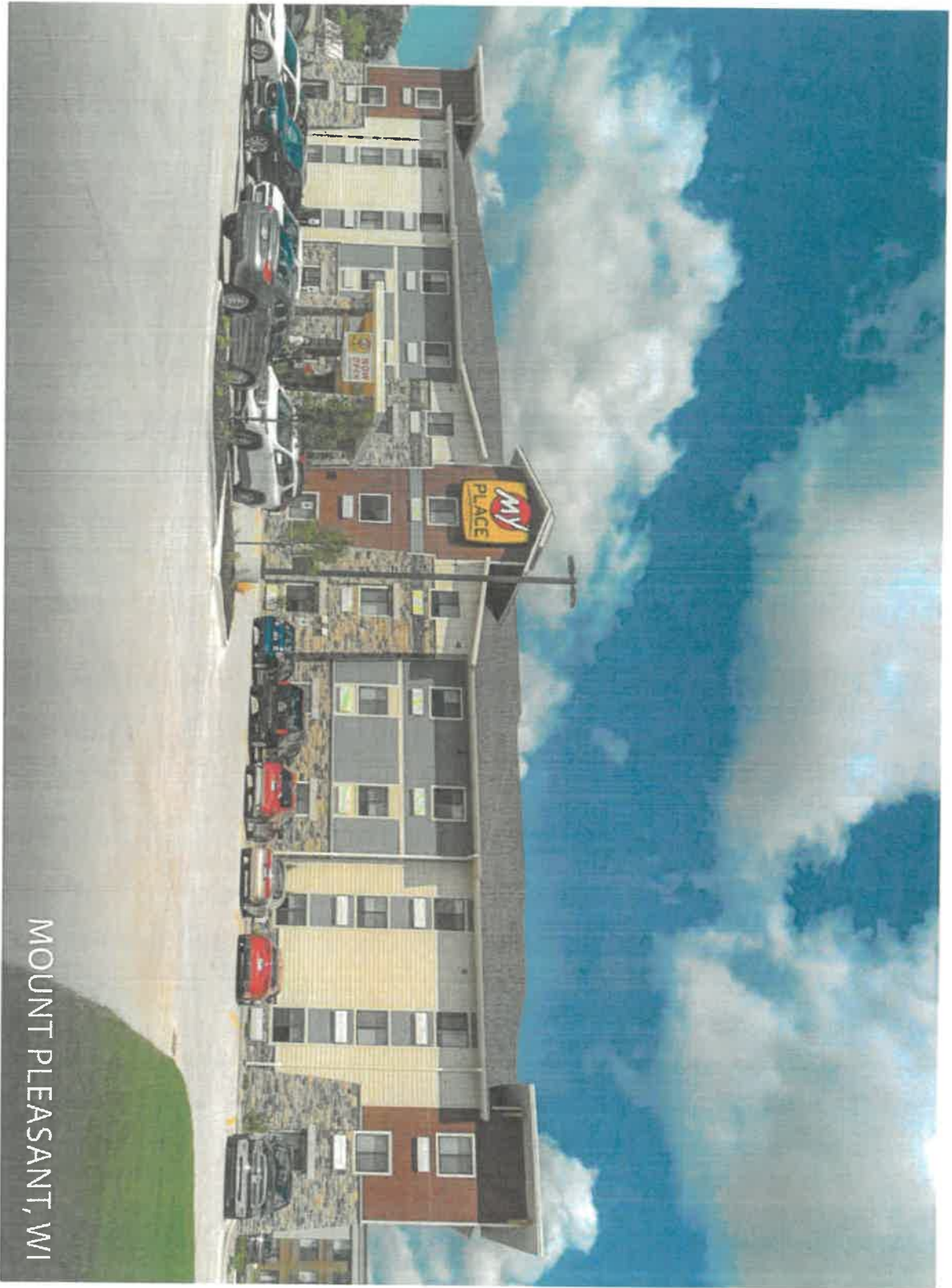
Sincerely,

CRANSTON LLC



Burt Fine

BSF/bsf  
Enclosures



ISSUE DATE: 1-16-16 REVISION DATE: 3-5-2020

MOUNT PLEASANT, WI

EXTERIOR

URBAN 3 STORY - 64 UNIT





# ROOM GUIDE

- |                        |                     |                      |                         |
|------------------------|---------------------|----------------------|-------------------------|
| 1 - SINGLE QUEEN       | 6 - STAIR           | 11 - PUBLIC RESTROOM | 16 - OFFICE / WORKROOM  |
| 2 - DOUBLE QUEEN       | 7 - CORRIDOR        | 12 - MY LOUNGE       | 17 - MECHANICAL         |
| 3 - ELEVATOR LOBBY     | 8 - MECHANICAL ROOM | 13 - LOBBY           | 18 - LAUNDRY / WORKROOM |
| 4 - ELEVATOR           | 9 - ELECTRICAL ROOM | 14 - VESTIBULE       | 19 - MY GUEST LAUNDRY   |
| 5 - ELEVATOR EQUIPMENT | 10 - MY STORE       | 15 - FRONT DESK      | 20 - STORAGE            |

ISSUE DATE: 1-16-16    REVISION DATE: 3-5-2020

UNIT PLANS - GEN 2

3 STORY 64 UNIT - MAIN FLOOR







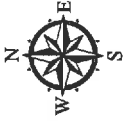


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Augusta, GA 30901  
11/28/2023 MH18072

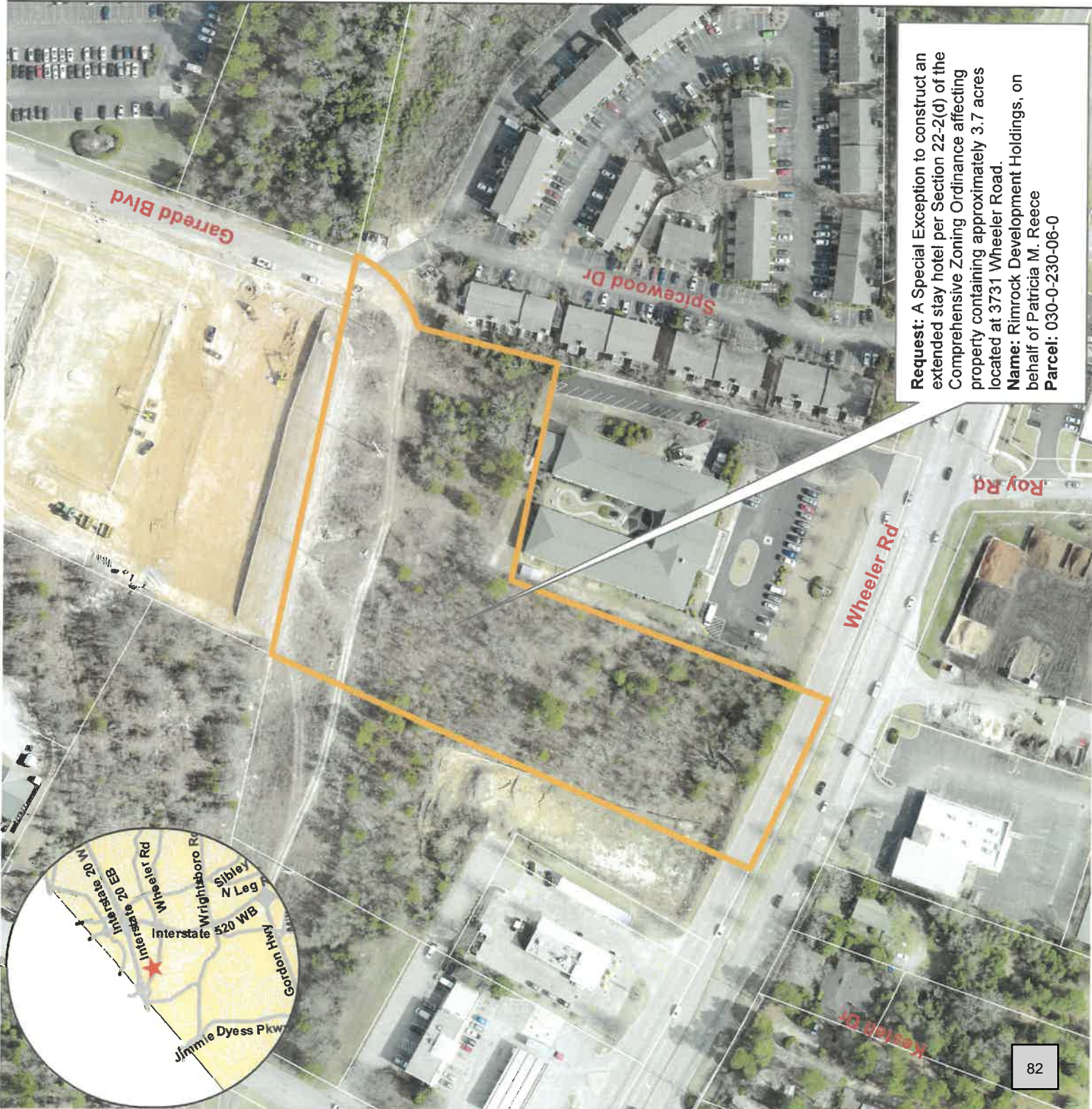
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Item 7.



0 200 Feet



**Request:** A Special Exception to construct an extended stay hotel per Section 22-2(d) of the Comprehensive Zoning Ordinance affecting property containing approximately 3.7 acres located at 3731 Wheeler Road.  
**Name:** Rimrock Development Holdings, on behalf of Patricia M. Reece  
**Parcel:** 030-0-230-06-0




3731 Wheeler Road

Current Zoning

Legend

 Subject Property

Zoning Classification

 B-2: General Business

 R-3B: Multiple-Family Residential

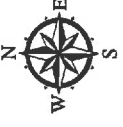


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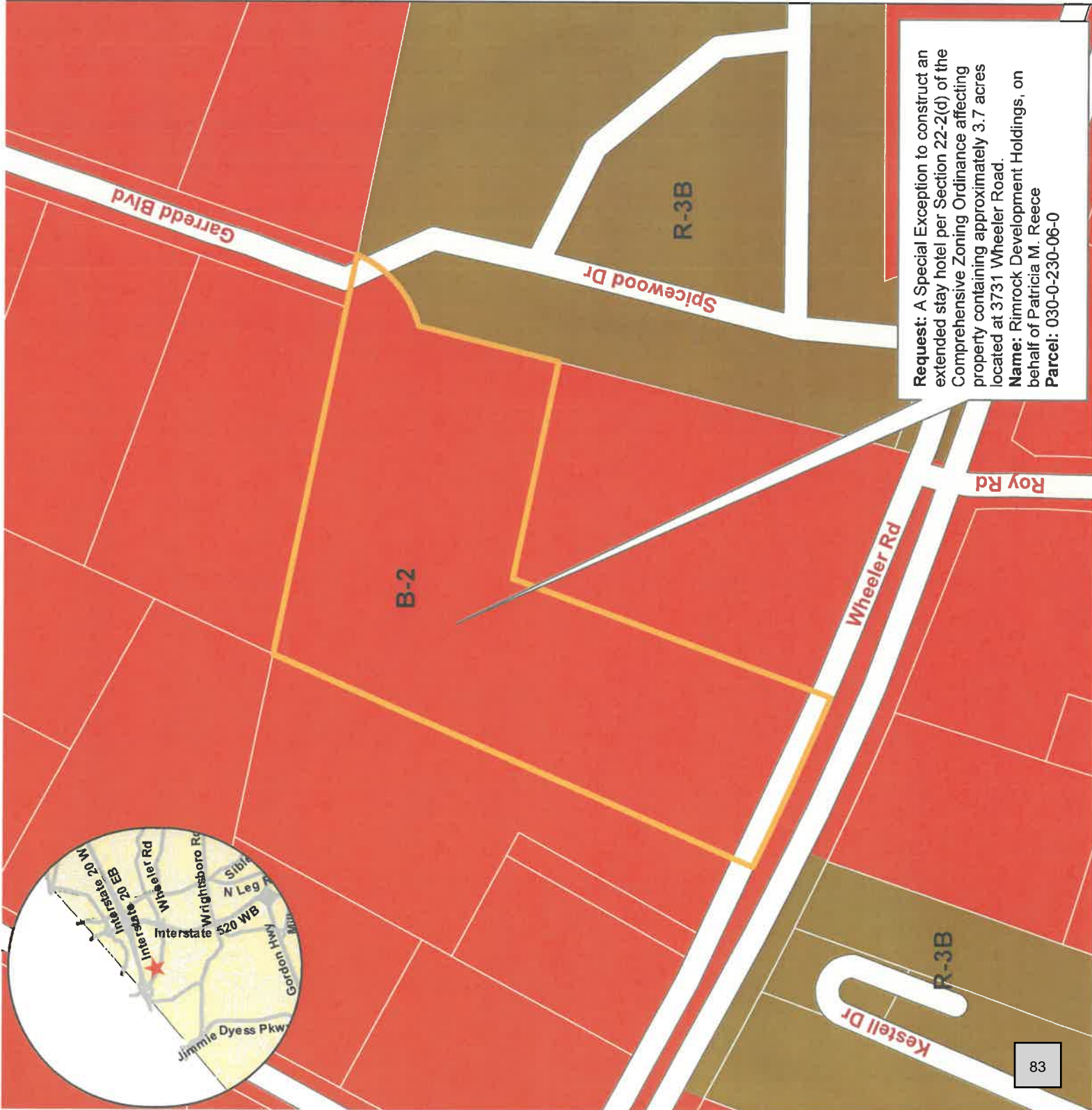
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Item 7.



0 200 Feet



**Request:** A Special Exception to construct an extended stay hotel per Section 22-2(d) of the Comprehensive Zoning Ordinance affecting property containing approximately 3.7 acres located at 3731 Wheeler Road.  
**Name:** Rimrock Development Holdings, on behalf of Patricia M. Reece  
**Parcel:** 030-0-230-06-0



## Commission Meeting

January 16, 2024

Item Name: Z-23-54

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	A request for concurrence with the Augusta Planning Commission to APPROVE with conditions a petition by Realty One Group Visionaries on behalf of Laney Walker Development Corporation requesting a rezoning from zone R-1C (One-family Residential) and LI (Light Industrial) to PUD (Planned Unit Development) affecting properties containing approximately 22.21 acres located at 1312, 1314, 1408 and 1409 Steiner Avenue and 1733 Mill Street. Tax Map #059-3-001-00-0, 059-3-029-00-0, 059-3-028-00-0, 059-3-027-00-0 and 059-3-026-00-0
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. Permitted uses of the site be limited to single-family attached/detached housing, multi-family apartments, retail, professional offices, restaurants, and a fitness or recreational center.</li> <li>2. The development shall be limited to no more than 47 detached housing units, 64 single-family attached townhome housing units, 122 multi-family apartments, and 5,400 square feet of commercial space.</li> <li>3. The total height of attached/detached residential buildings cannot exceed 2 ½ stories or 45 feet. The height of the proposed mixed-use building cannot exceed 6 stories or 72 feet.</li> <li>4. The overall density of the site shall not exceed 10.5 units per acre.</li> <li>5. The total commercial space shall occupy at least 5,400 gross square feet in area.</li> <li>6. Single-family residential lots shall maintain a minimum front setback of 15 feet, side setbacks of 7.5 feet, and a rear setback of 20 feet (townhomes) / 20% lot depth (detached units). The multi-family parcel shall maintain a minimum front setback of 30 feet, side setbacks of 10 feet, and a rear setback of 25'.</li> </ol>

7. 3.99 acres or 15% of the overall site shall be dedicated to public open space.
8. The maximum lot coverage for each lot shall be 70%, which does include parking and similar surface improvements. The residential attached/detached units must adhere to the lot coverage requirements outlined in Section 8-1 of the Comprehensive Zoning Ordinance.
9. A fence or screen wall in the required front yard shall not exceed 4 feet in height and no more than 6 feet in any side or rear yard.
10. Outdoor storage in the area comprised of attached/detached residential units shall reflect Section 8-1 of the Comprehensive Zoning Ordinance. Any outdoor storage on the mixed-use site shall be limited to enclosed buildings or screening with a 6-foot wood privacy fence or masonry wall.
11. No signage permitted in the area comprised of residential attached/detached units. No freestanding signs are permitted anywhere on the site. Building or wall-mounted signs are limited to a maximum surface area of 2 square feet per linear foot. Projecting signs may not project more than 5 feet from the building wall it is attached except for canopy or awning mounted signs. Window signs may not occupy more than 20 percent of the area of any window. All signage must comply with Section 28-B of the Augusta Comprehensive Zoning Ordinance.
12. Install/improve sidewalks on all new and existing streets adjacent to the site to meet the latest adopted ADA standards.
13. New curb cuts must be permitted and comply with the standards of the Augusta Traffic Engineering Department.
14. The required off-street parking provided for the site must comply with Section 4-2 of the Comprehensive Zoning Ordinance.
15. Lighting in the parking lot be directed away from nearby residences.
16. Completion of Environmental Phase II study before issuance of a land disturbance/grading permit and must work with the Augusta Engineering Dept for remediation of any contaminated soils.
17. Final building elevations and materials of the proposed structures are subject to design review.
18. Minor changes to an approved PUD site plan may be handled administratively by the Planning Director.
19. Any changes deemed major will trigger the need to amend the original PUD site plan and require Augusta Commission approval.
20. Building elevations must reflect those presented with this application.
21. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.



**Funds are available in the following accounts:** N/A

**REVIEWED AND APPROVED BY:** N/A

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

**Case Number:** Z-23-54

**Hearing Date:** Wednesday, January 3, 2024 (Continued from December 4, 2023 meeting)

**Applicant:** Realty One Group Visionaries

**Property Owner:** Laney Walker Development Corporation

**Address of Property:** 1312, 1314, 1408 and 1409 Steiner Avenue and 1733 Mill Street, Augusta, GA 30901

**Tax Parcel #:** 059-3-001-00-0, 059-3-026-00-0, 059-3-027-00-0, 059-3-028-00-0 and 059-3-029-00-0

**Present Zoning:** R-1C (One-family Residential) and LI (Light Industrial)

**Commission District:** 2 (S. Pulliam)

**Super District:** 9 (F. Scott)

**Fort Eisenhower Notification Required:** N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezone from R-1C and LI to Planned Unit Development (PUD)	Mixed-Use Development	Section 19

**Summary of Request:**

This case involves 5 vacant parcels covering approximately 22.5 acres near the Turpin Hill neighborhood. The applicants request to develop a primarily residential community with a mixture of single-family attached/detached housing, multi-family apartments and commercial uses. The site directly abuts Steiner Avenue, Clay Street, Anderson Avenue, M L King Jr. Boulevard and Mill Street. A mill operated on the site for many years and hazardous materials have contaminated the soil. As a result, it is considered a brownfield and requires environmental cleanup.

*The Planning Commission voted to continue this item during its meeting held on December 4<sup>th</sup>. Updates to this staff report include results of the Phase II Environmental study and a revision to the conceptual site plan.*

### **Comprehensive Plan Consistency:**

The proposed development is located near the Turpin Hill neighborhood area which is part of the Old Augusta character area. This neighborhood was established prior to the 1940s and reflects the major characteristics of a traditional neighborhood. The older city neighborhoods have a predominance of single-family detached units on lots of similar size, residential uses separated from other uses, varied street patterns with sidewalks and limited off-street parking opportunities. The 2018 Comprehensive Plan recommends low-density, single-family development in areas where it is already the predominant land use. The applicant's proposal is compatible with the surrounding development patterns in the area.

### **Findings:**

1. The applicant seeks rezoning to a PUD to construct 47 detached housing units, *64 single-family attached townhome housing units*, 90 multi-family apartments and 5,400 square feet of commercial space.
2. According to the conceptual site plan submitted a total of 446 parking spaces are planned: 222 spaces for the single-family units, 135 spaces for the multi-family/commercial building and 14 spaces for the community center. The plan meets the minimum parking requirements.
3. The site has an overall density of *9.05 units per acre*.
4. Augusta Transit lines run along M L King Jr. Boulevard and Mill Street.
5. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, M L King Jr. Boulevard is identified as a minor arterial street, Mill Street is identified as a collector street and Steiner Avenue, Clay Street and Anderson Avenue are considered local or minor roads.
6. A Phase I Environmental study has been completed which assessed potential contamination levels of the site. Based on the report there was no tangible evidence of contaminants found onsite, however, it is believed that remnants of chemicals used to process cotton at the facility are not easily degraded and possibly remain onsite. A stockpile of broken up asphalt must be removed from the subject property to an appropriate landfill. A Phase II study was recommended to further assess potential contamination of the site, findings for the Phase II Environmental study is currently underway.
7. *Results of the Phase II Environmental study found that although numerous contaminants were identified in the soil, none were above levels requiring notification to the State of Georgia by the Hazardous Site Response Act (HSRA).*
8. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
9. The site is not located within any wetlands.
10. This rezoning is consistent with aspects of the 2023 Comprehensive Plan which supports revitalization of vacant and underutilized lots and greater housing opportunities.
11. Several sections of public rights-of-way adjacent to the site must be abandoned prior to development.

12. At the time of completion of this report staff has not received any inquiries regarding this application.

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

1. Permitted uses of the site be limited to single-family attached/detached housing, multi-family apartments, retail, professional offices, restaurants, and a fitness or recreational center.
2. The development shall be limited to no more than 47 detached housing units, *64 single-family attached townhome housing units*, 122 multi-family apartments, and 5,400 square feet of commercial space.
3. The total height of attached/detached residential buildings cannot exceed 2 ½ stories or 45 feet. The height of the proposed mixed-use building cannot exceed 6 stories or 72 feet.
4. The overall density of the site shall not exceed 10.5 units per acre.
5. The total commercial space shall occupy at least 5,400 gross square feet in area.
6. Single-family residential lots shall maintain a minimum front setback of 15 feet, side setbacks of 7.5 feet, and a rear setback of 20 feet (townhomes) / 20% lot depth (detached units). The multi-family parcel shall maintain a minimum front setback of 30 feet, side setbacks of 10 feet, and a rear setback of 25'.
7. 3.99 acres or 15% of the overall site shall be dedicated to public open space.
8. The maximum lot coverage for each lot shall be 70%, which does include parking and similar surface improvements. The residential attached/detached units must adhere to the lot coverage requirements outlined in Section 8-1 of the Comprehensive Zoning Ordinance.
9. A fence or screen wall in the required front yard shall not exceed 4 feet in height and no more than 6 feet in any side or rear yard.
10. Outdoor storage in the area comprised of attached/detached residential units shall reflect Section 8-1 of the Comprehensive Zoning Ordinance. Any outdoor storage on the mixed-use site shall be limited to enclosed buildings or screening with a 6-foot wood privacy fence or masonry wall.
11. No signage permitted in the area comprised of residential attached/detached units. No freestanding signs are permitted anywhere on the site. Building or wall-mounted signs are limited to a maximum surface area of 2 square feet per linear foot. Projecting signs may not project more than 5 feet from the building wall it is attached except for canopy or awning mounted signs. Window signs may not occupy more than 20 percent of the area of any window. All signage must comply with Section 28-B of the Augusta Comprehensive Zoning Ordinance.
12. Install/improve sidewalks on all new and existing streets adjacent to the site to meet the latest adopted ADA standards.
13. New curb cuts must be permitted and comply with the standards of the Augusta Traffic Engineering Department.
14. The required off-street parking provided for the site must comply with Section 4-2 of the Comprehensive Zoning Ordinance.



15. Lighting in the parking lot be directed away from nearby residences.
16. Completion of Environmental Phase II study before issuance of a land disturbance/grading permit and must work with the Augusta Engineering Dept for remediation of any contaminated soils.
17. Final building elevations and materials of the proposed structures are subject to design review.
18. Minor changes to an approved PUD site plan may be handled administratively by the Planning Director.
19. Any changes deemed major will trigger the need to amend the original PUD site plan and require Augusta Commission approval.
20. Building elevations must reflect those presented with this application.
21. Development of the property shall comply with all development standards and regulations 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.



# CRANSTON

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PO Box 2546 Augusta, Georgia 30903  
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December 22, 2023

Mr. Kevin Boyd  
Augusta Planning and Development Department  
535 Telfair Street, Suite 300  
Augusta, Georgia 30901

Re: Realty One Mixed-Use Development  
Revisions to Rezoning Request  
Augusta, Georgia  
Our File No. 2023-0361

Dear Kevin,

We are submitting this letter on behalf of the developer be placed on the Planning Commission agenda for February's meeting. This application is the **revised** request for rezoning of TMPs 059-3-001-00-0, 059-3-029-00-0, 059-3-028-00-0, 059-3-027-00-0 and 059-3-026-00-0 from LI/R1-C to the Planned Unit Development (PUD) district. Please find the following documents enclosed:

- Revised General Development Plan Narrative;
- 4 Revised Concept Plans;
- 4 Revised Conceptual Landscape Plans;
- Phase II Environmental Studies.

We have revised the Concept Plan and GDP narrative considering the results of the Phase II Environmental Study. The major modification to the rezoning proposal was the adjustment of the proposed multi-family/commercial use tract. This tract is now situated on Tract "D" where the contaminated soil was encountered. This will allow the developer to construct the single-family areas in Phase I to generate revenue for remediation. The additional modifications to the proposal that resulted from this revision are as follows:

- Section 2.1.2 of the GDP now describes the contaminants found in the environmental study;
- Sections 3.1, 3.2.1 and 3.2.2 of the GDP states the revised locations of the allocated land uses;
- Section 3.2.4 now states the revised open space area shown;
- Section 4.4 of the GDP now states the revised densities. The allowable overall density has increased from 10 units/acre to 10.5 units per acre. This was a result of a more efficient single-family layout while maintaining 15% open space. The area allocations were also modified by approximately 1-acre;
- Section 4.5 of the GDP now requires a 30' setback off the existing railroad.

After completing a review of the staff report and recommendations from the initial submittal, the developer would like to request that staff consider some modifications to the following items:

- Open space be required at a minimum of 15%. This will allow some leeway during design due to the uncertainty of overall property acreage and acquisition of abandoned R/W. A boundary survey of the property is currently underway.
- The applicant would like to ask that two monument signs be permitted along Steiner Avenue. One would be designated for the Commercial/Multi-family development, and one would be designated for the Single-Family Development. Signs will be located outside public rights-of-way and design will be submitted during the plan approval process.

We trust that the information provided is suitable for your review and approval. Should you have any questions concerning this matter, please do not hesitate to contact us at your convenience.

Sincerely,

CRANSTON LLC



Burt Fine

BSF/bsf  
Enclosures





**DEVELOPMENT PLAN  
NARRATIVE**

For

**REALTY-ONE MIXED USE DEVELOPMENT**

Prepared for

**Realty ONE Group Visionaries**

1106 Broad Street, Suite B  
Augusta, GA 30901

**Prepared by**



**CRANSTON**

452 Ellis Street  
Augusta, GA 30901

October 30, 2023  
**Rev. 1: December 22, 2023**

2023-0361

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## **Chapter 1 INTRODUCTION**

### **1.1 GENERAL**

The project site is comprised of 5 separate land tracts generally located at the eastern intersection of Steiner Avenue and Clay Street. All together the property comprises approximately +/-21.5 acres of land. The primary use of the property was warehousing up to the 2010's when the warehouses were demolished. The sites have been vacant since that time. The site's potential development brings a much needed influx of construction to the area.

The properties are currently zoned LI (Light Industrial) and R1-C (Residential). It is the desire of the owner to rezone the property to a PUD to allow for greater flexibility in mixed land uses including single-family detached residential, single-family attached residential, multi-family residential, and commercial.

### **1.2 PURPOSE OF NARRATIVE**

The purpose of this Narrative is to describe in writing the factors and characteristics which affect site planning, the existing and proposed infrastructure, the principals utilized in the design of the development and the specific elements of the proposed plan. It is the intent that this narrative together with the General Development Plan drawing will fully suffice to meet the requirements for submittal in the re-zoning of the property to a PUD district.

## **Chapter 2 SITE ANALYSIS**

### **2.1 SITE CHARACTERISTICS**

#### **2.1.1 Location**

The site is comprised of +/-21.5 acres that currently sits as undeveloped. Remnants still remain of the demolition that occurred in the early 2010's. The combined properties have frontage on Anderson Avenue, Clay Street, Steiner Avenue, and ML King Jr. Blvd.

#### **2.1.2 Tract Description**

The site primarily adjoins commercial properties, residential properties, or road right-of-way. The land has gentle slopes with the majority of the site draining towards a drainage ditch on the largest of the five-land tractor. The majority of the site is void of timber and the vegetation consists of low-lying ground cover. Several abandoned city right-of-way areas are present adjacent to, or bisecting the parcels to be developed. The infrastructure that previously existed in these areas has been demolished. It is the developer's intent to acquire portions of these right-of-way areas to allow connectivity of the development, and to relieve the municipalities of the maintenance responsibilities.

#### **2.1.3 Topography and Soils**

The property lies slightly below the intersection of the Piedmont Region and the Coastal Plain, commonly called the Fall Line. A strip of rolling land along this line, known as the Sand Hills encompasses this tract. Due to this circumstance, the soils can vary considerably across the site, but none are expected to provide insurmountable problems to the development of the land.

The topography on site indicates essentially flat terrain which is anticipated due to the location and based on past land uses. Elevations on the site range from 140' to 136'. Phase I and II environmental studies have been completed on the subject properties. A portion of Tract "D" showed evidence of contaminants in the soils along the existing railroad. This area will be developed in phase 2 of the construction sequence and soil remediation will be required.

#### **2.1.4 Wetlands**

Based on conversations with the developer's environmental consultant, no wetlands are present on the property.

#### **2.1.5 Hydrology**

The City of Augusta has adopted regulations which require that water flows during storm events from a given site not be increased onto downstream properties as a result of the development. Thus, nearly all developments have stormwater detention facilities where the excess runoff is stored for slower release downstream. As seen on the General Development Plan, the site will have several new detention ponds to treat stormwater quantity and quality. The site falls within the Phinizy Swamp Basin which ultimately discharges into the Savannah River.

#### **2.1.6 Flood Plain**

The presence of a recognized 100-year floodplain can have substantial impact to the planning for development of tract of land. Most local ordinances prohibit development in the floodway and limit development in the floodplain. According to Flood Insurance Map Panel No. C0130H, this property does not lie within an established 100-year flood plain.

## **2.2 EXISTING AND PLANNED INFRASTRUCTURE**

### **2.2.1 Water Service**

Water service to the development should be readily available at the site through the existing facilities currently onsite or the extensions of nearby water mains from Anderson Avenue and Steiner Avenue. A current flow test has not been conducted to date.

### **2.2.2 Sanitary Sewer Service**

From site inspection, sanitary sewer is located within the adjacent Right of Ways of Steiner Avenue, Clay Street, ML King Blvd, and Anderson Avenue. Service for the development should be available through the existing infrastructure. Due to the flat nature of the site, multiple proposed tie-ins will be necessary.



## **Chapter 3 LAND USE PLAN**

### **3.1 GENERAL**

The General Development Plan pictorially shows the elements of the proposed planned development. The project includes a multifamily and commercial mixed-use building south of Steiner Avenue, as well as a community center to be used for community events and functions for members of the communities. The remainder of the site between Clay, Steiner, Mill, and Anderson is planned to be residential lots suitable for a mix of single-family attached townhomes on the east side, and single-family detached on the west side of the site. Several open space areas are proposed and will be developed as active and passive green areas.

### **3.2 LAND USES**

#### **3.2.1 Commercial/Multifamily**

The building is shown to be centralized on Tract "D" between Steiner Avenue and MLK Jr. Blvd. and is intended to house multifamily residences and commercial uses. These commercial uses include, but would not be limited to, general retail commercial center, boutique shops, office space, small, sit-down restaurants, and a fitness & rec center. The current plan allots +/- 5,400 to these uses that will provide commercial opportunities to the residents on the site and surrounding areas. No elevations of the buildings have been provided at this time and will be provided to the planning department once a developer has been selected. Refer to section 4.6 of this narrative for general requirements established for this structure.

### **3.2.3 Single Family Residential/Townhomes**

The residential component of the development consists of single-family lots for detached residential housing and attached townhome units. The plan currently calls for 97 residential units at a density of 6.5 lots/ac.

### **3.2.4 Open Space**

As seen on the plan, some 4-acres of open space have been delineated by shading throughout the 22.21-acre development. This open space has two areas provided for passive recreational use. All other open space areas are intended to soften the site with landscaping.

### **3.2.5 Buffers**

Generally, buffers and street yards are shown on the GDP. The plan calls for buffers and 15 foot street yards along all road frontage, excluding Clay Street which has a 10' streetscape, for tree planting in accordance with the City of Augusta Tree Ordinance.

### **3.2.6 Setbacks**

Setbacks for the development generally follow the criteria and regulations found in the City of Augusta Comprehensive Zoning Ordinance based on use. Accessory structures include but are not limited to sheds, shade structures, dog houses, tree houses, and other uninhabitable buildings will be allowed in setbacks. Townhouse lots will have a 20' rear setback. Single-family lots will have 20% or 20' rear setbacks. Refer to section 4.5 of this narrative for additional information on setback criteria.

## **Chapter 4 DESIGN PRINCIPLES**

### **4.1 INTERCONNECTIVITY**

#### **4.1.1 Road System**

The internal road system associated with the site is intended to be public and provide appropriate circulation and access around the site. The off street parking areas and driveways shown on the multi-family/commercial area are intended to be private and will have two access points from public roadways. The proposed public roads will be a 31' section measured from the back of curb with either 24" or 18" concrete curb and gutter sections. Main access to the site will be provided from Mill Street, Steiner, and Anderson. All parking areas will have drive aisles that comply with the City of Augusta parking regulations.

#### **4.1.2 Pedestrian**

Pedestrian activity will be encouraged through the site design to include interconnectivity between the residential, and commercial aspects of the site. Sidewalks will be placed throughout the site to promote interconnectivity between the different uses.

### **4.2 PARKING**

#### **4.2.1 Required Parking**

The parking required for this development was derived from Section 4 of the City's comprehensive zoning ordinance and calculations can be found on the Concept Plan. The multi-family area requires parking at a rate of 1.5 spaces per unit while the commercial area requires one space per 300 sf of floor area.

#### **4.2.2 Parking Provided**

A series of off-street parking bays have been shown around the mixed use/multifamily to provide parking for these areas. Most single-family detached residencies will have garages and 16' width driveways to provide three spaces per dwelling unit. Some of the narrower detached units will not have garages and will account for two spaces/unit. All townhome units will have garages and 16' driveways to provide three spaces per dwelling unit. The community center will have its own off-street parking bay and will include an additional 10-14 parking spaces.

#### **4.3 GREEN SPACE**

The Plan reserves some 18 percent of land total to green space in its current form. It is the intent of the Plan that open spaces be provided so as to enhance the quality of life for all residents and users in the development. At the time of development, open space will be further defined and calculated to show at least 15 percent of the overall property will be designated to open space as to conform to the City Standards

#### **4.4 DENSITY AND LOT COVERAGE**

The Concept Plan shows density broken down by land use, as well as overall project data. The density shown in the single-family areas accounts for approximately 6.5 units per acre while the multi-family area accounts for 17.6 units per acre. The overall development is shown to have a density of 9.05 units per acre with a maximum allowable density of 10.5 units per acre for the entire development. This maximum density requirement was implemented due to the current uncertainty of overall property acreage and feasibility of parking at the multifamily tract.



Building coverage for the multifamily tract shall not exceed 30% of the total allocated area. The impervious surface ratio for the development in its entirety is approximately 70% and shall not exceed 80% of the overall property area. The open space percentage is shown as 18% and shall be provided at a minimum of 15% as required by Section 19 of the Comprehensive Zoning Ordinance.

<b>Land Use</b>	<b>Single-Family Residential</b>	<b>Multi-Family/ Commercial</b>	<b>Overall Project Data</b>	<b>Overall Requirements</b>
<b>Area (AC)</b>	±17.10	±5.11	±22.21	N/A
<b>Open Space (AC)</b>	2.56	1.40	3.99	3.33 or 15%
<b>Unit Count</b>	111 Lots	90 Units	201 Units	233 Units (max)
<b>Density (units/AC)</b>	6.5	17.6	9.05	10.5 (max)
<b>Impervious Ratio</b>	0.70	0.50	0.70	0.80 (max)
<b>Building Coverage</b>	N/A	30% (max)	N/A	N/A

#### **4.5 SETBACKS**

Setbacks for the development generally follow the criteria and regulations found in the City of Augusta Comprehensive Zoning Ordinance based on use. The mixed use has 30-foot setbacks from Steiner, MLK and the existing railroad , 10' side setback, and 25' rear setback. The remaining property boundaries have a 15-foot front setback and a 7.5' side setback. Single-family residences have a rear setback of 20' or 20% of the lot depth. Townhomes have a 20' rear setback.

## **4.6 ARCHITECTURAL STANDARDS**

### **4.6.1 Materials and Finishes**

The structures will feature a mixture of architectural material finishes including but not limited to; Brick masonry foundations, Fiber cement board panels, lap siding, and board & batten), Stone (accent details and foundations), Stained wood (soffits and accent details), and Windows (glass storefront systems, double hung, casement, and picture). A diverse use of materials will be encouraged to help create atmosphere.

### **4.6.2 Building Heights**

The Commercial will have a maximum height of +/- 35 feet, containing one or two floors. The Multi-family residential intended use structures will not exceed 6 floors, which is the maximum allowed by the Comprehensive Zoning ordinance for this particular use.

### **4.6.3 Scale and Massing**

The buildings should promote a human scale in overall size and detailing to help promote pedestrian friendliness throughout the site. Simplicity of forms are intended, with large structures being broken into smaller masses or even made to appear as separate structures in order to provide human scale.

### **4.6.4 Roof**

The roofs of the structures will be commercial roof flat typical of local building types to house mechanical equipment and other equipment to help keep the ground around the structures free of unsightly equipment as best as possible. Eaves, cornices, parapet walls, mansard roofs, towers, and entry elements are intended to create a finishes cap for the buildings. Townhouse and single-family residential will have gable or hip roofs, asphalt singles or metal roof. Siding will be brick, stone, concrete, fiber wood, or vinyl.

## **4.7 LANDSCAPE STANDARDS**

### **4.7.1 Street Trees**

Street Trees will be provided at a rate of one large or medium tree at a maximum of 60' O.C. at all roads within the development. Plant trees a minimum of 5' from the back of curb.

### **4.7.2 Parking Lot Trees**

Trees will be provided in parking lots to meet the requirements of the City of Augusta Tree Ordinance.

### **4.7.3 Tree Canopy**

Trees will be provided as required to meet the tree canopy requirement of the City of Augusta Tree Ordinance in the commercial use area. The residential area shall be exempt.

### **4.7.4 Tree Quality**

Since Georgia does not have an equivalent standard system, trees will meet the requirements as Specimen, Florida Fancy or Florida #1 grades which are found in the published Florida Grades and Standards 2022. Minimum size at installation shall meet the requirement of the City of Augusta Tree Ordinance.

### **4.7.5 Tree Rooting Zone**

Trees shall be provided with uncompacted root zone based on their expected size at maturity. Care should be taken to provide uncompacted root space by located trees in landscaped areas or in paved areas by employing a modular suspended paving system, or by using a structural soil. Root barriers shall be installed where trees are within 8' of

hardscapes.

#### **4.7.6 Foundation Plantings**

Where no sidewalk or hardscape abuts a building front, a landscaped area no less than 5' wide shall be installed. Either shrubs shall be planted at a minimum of 1 per 5' of building face or groundcover may be planted to provide complete coverage of the landscaped area.

#### **4.7.7 Irrigation System**

All landscaped areas shall be provided with centrally controlled automatic irrigation systems. Only grassed areas shall be irrigated with overhead irrigation. All trees, shrubs, and groundcovers shall be irrigated with drip irrigation.



## **Chapter 5 REQUIRED INFRASTRUCTURE**

### **5.1 ROADS**

The street will consist of two lanes and concrete curb and gutter on all sides. Street widths will be 31' in width measured from the back of curb. Sidewalks will be required on both sides of the public streets. There will be no on-street parking within the new public right-of-way areas. Parking lots will generally have 24 foot drive aisles.

### **5.2 WATER SERVICE**

Water service to the development should be readily available at the site through the existing facilities currently onsite or the extensions of nearby water mains within adjacent public rights-of-way. The water system service will be provided by the City of Augusta.

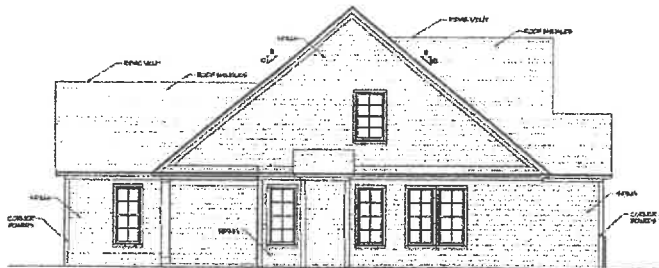
### **5.3 SANITARY SEWER SERVICE**

City of Augusta sanitary sewer is readily available to serve the site.

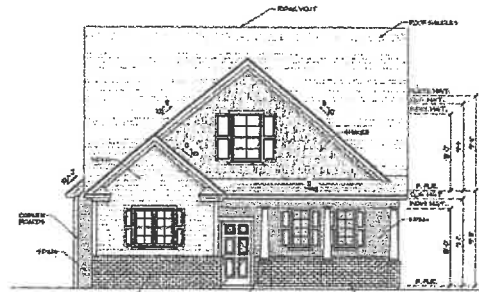
### **5.4 STORMWATER DETENTION**

There are 3 proposed detention ponds shown on the concept plan that will provide stormwater control for the proposed development. It is intended that these facilities will be utilized in conjunction with other controls to regulate the stormwater runoff discharge from the planned site. All stormwater will be discharged to the surrounding storm sewer systems within the public right-of-ways.

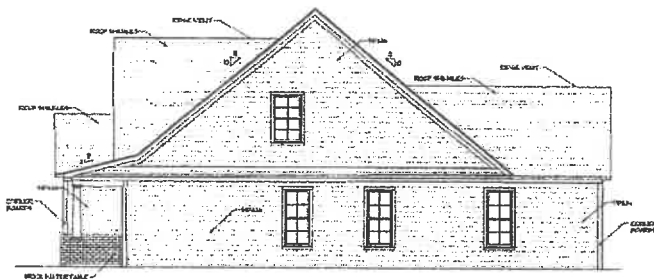




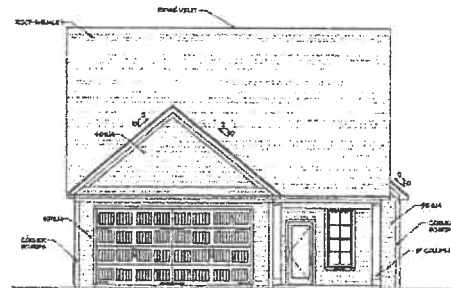
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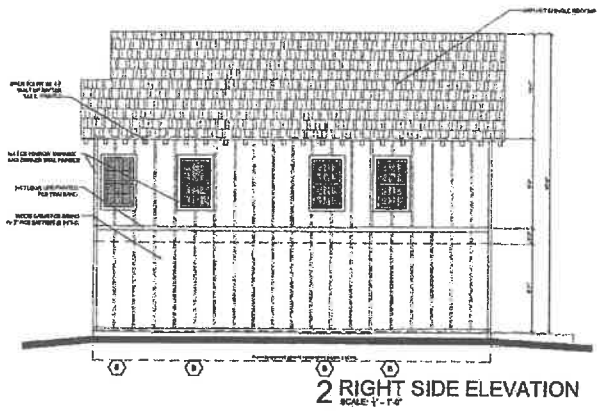
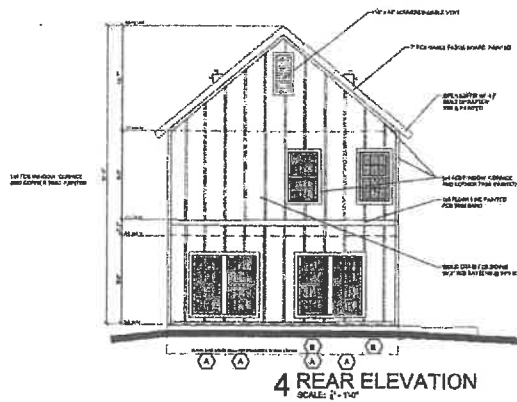
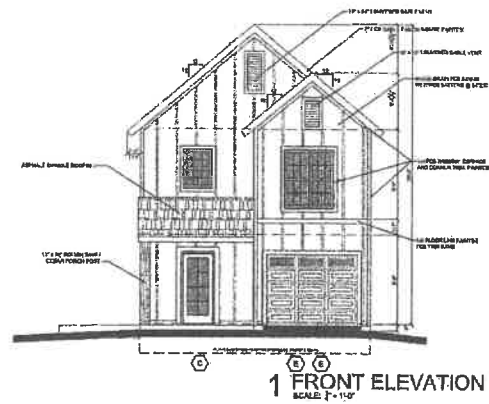
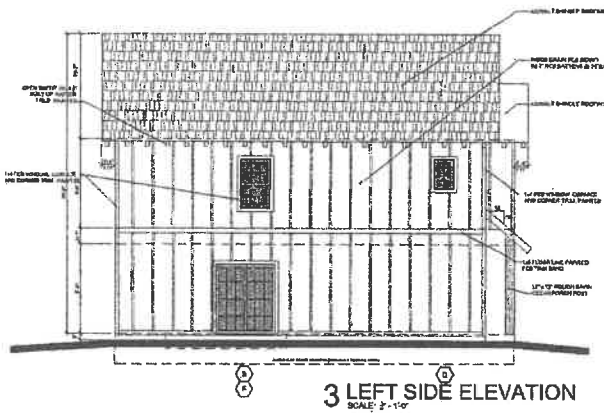
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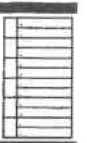
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**REAR ELEVATION**  
SCALE 1/4" = 1'-0"



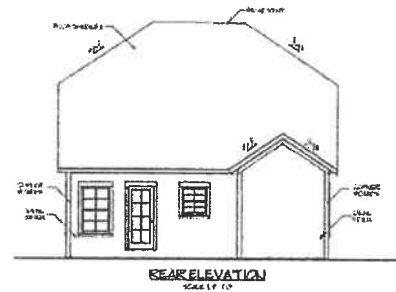
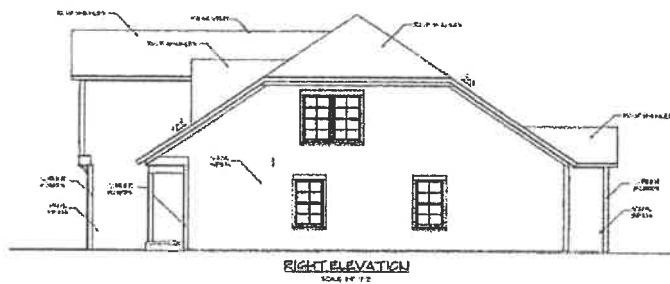
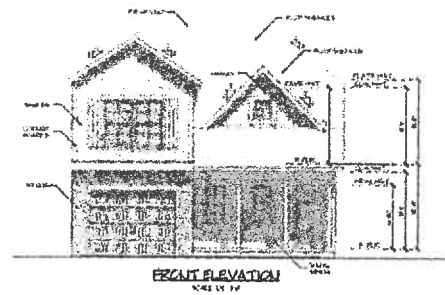
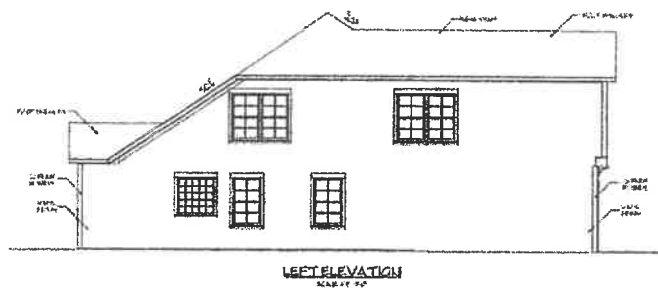
A Residence for  
**FOCUS HOLDING GROUP**  
Dallas, Texas 75216  
3707 Spence Street



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sheet no. 3  
DATE: 08/20/22  
JOB NO. 2218  
PROJECT: FOCUS HOLDING GROUP  
SHEET 3 OF 8 SHEETS







# ALTERNATIVE CONSTRUCTION & ENVIRONMENTAL SOLUTIONS, INC.

2247 Wrightsboro Road  
Augusta, GA 30904

Mailing Address: PO Box 3229, Augusta, GA 30914-3229  
Telephone: 706-262-2000 • Facsimile: 706-262-3299 • [www.aces-usa.com](http://www.aces-usa.com)

December 11, 2023

**Client:** Realty One Group Visionaries  
1106 Broad Street  
Suite B  
Augusta, GA 30901  
Attn: Mr. Ernest Jones

**Project:** Report of Subsurface Environmental Investigation  
Steiner Avenue and Mill Street Development  
1409 Steiner Ave., 1312 Steiner Ave., 1314 Steiner Ave and 1733 Mill Street  
Augusta, Richmond County, GA  
Report Number: 2453-101-002

At the client's request, Alternative Construction & Environmental Solutions, Inc. (ACES) performed a subsurface environmental investigation of the above-mentioned property on November 17, 2023. Work conducted for this survey involved visual observations to observe surficial environmental conditions, a review of records and drawings depicting the history of the property, a review of historical photographs to determine the situation of former development and the advancement of borings to obtain soil samples from multiple depths.

## OBJECTIVE

In a Phase I ESA which included this property authored in September 2023 (ACES' Report 2453-101-001), the following recommendations were made:

"Although the research performed in the preparation of this assessment did not identify any documented history of spills or other obvious indicators of contamination on the Subject Property, it is prudent to consider certain other factors that may have historically impacted the site.

Cotton is well known for being one of the most chemically intensive crops, ranking as the third largest user of pesticides, insecticides, and herbicides in the world behind corn and soybeans. Although cotton was not grown on the Subject Property, hundreds of thousands of tons were pressed, baled and stored there since at least 1909. Additionally, it was common for pesticides to have been applied to stored

cotton at cotton mills. It would be logical to assume that this also occurred in the warehouses that pressed, stored and shipped it. Given that these chemicals do not easily degrade, there may exist an unknown presence of them in the soil.

Although tangible evidence of these contaminants was not identified among records reviewed in the preparation of this assessment, it would be prudent to develop a plan for evaluating the soil in targeted areas of the Subject Property. Given the User's plan to develop the site with residential homes, ACES recommends performing a Phase II assessment of the Subject Property targeting the contaminants listed above. Such sampling would provide useful information toward developing a safe and healthy environment for future residents."

The objective of this report is to summarize the activities related to this investigation which was to assess the property for the existence, source or nature of the hazardous substances mentioned above. This report is not intended to be a complete environmental audit or industrial hygiene survey for other hazardous substances located elsewhere on the property.

## **SITE DESCRIPTION**

This Phase II Evaluation was performed on a site covering approximately 16.74 acres and is currently identified by the addresses of 1409 Steiner Avenue, 1314 Steiner Avenue, 1312 Steiner Avenue and 1733 Mill Street in Augusta-Richmond County, Georgia. It is bound on the north by Anderson Avenue, on the east by multiple residential properties, on the south by Steiner Avenue and on the west by Clay Street. The site was most recently developed with cotton warehouses. Currently, this property is vacant with some illegal dumping of household waste on site. A stockpile of broken up asphalt and concrete crush was also observed on site.

## **DISCUSSION AND TIMELINE**

At the request of the client and with approval from the seller it was decided to advance several exploratory borings at the property to collect soil samples. On November 17, 2023, five boring locations (#5-#9) were selected in the vicinity of the former cotton warehouses with care given to ensure samples were collected outside the footprint of the former warehouses. This was determined by data obtained from historic aerial photographs. A sixth boring location (#10) was selected on an area of the property once occupied by residential and commercial enterprises more than 50 years ago. A map depicting the boring locations is provided with this report in Attachment A. Samples were collected at 6 inches below ground level (bgl) and at 3 feet bgl.

The collected soil samples were properly containerized with preservatives and placed on ice in a cooler for delivery to the laboratory. ACES hand-delivered these samples to Analytical Environmental Solutions in Atlanta, Georgia on November 21, 2023. Groundwater or saturated soils were not encountered in any of the borings.

## RESULTS

The laboratory analyzed the soil samples for Polyaromatic Hydrocarbons (PAH) using Method SW8270E, for Chlorinated Pesticides using Method SW8081B, for Chlorinated Herbicides using Method SW8151A and Total Metals using Method SW6010D. A summary of the laboratory results is depicted in the table below for any constituent/contaminant that returned a value above the laboratory detection limit. A complete copy of the laboratory results is included in Attachment B.

Boring Location	Sample ID	Depth in feet (bgl)	Contaminant	Result (mg/Kg)	GA HSRA Reportable Quantity
5	B5-A	.5	Barium	.0167	500
5	B5-A	.5	Chromium	.00278	1200
5	B5-A	.5	Lead	.00430	400
5	B5-B	3	Barium	.0211	500
5	B5-B	3	Chromium	.00565	1200
5	B5-B	3	Lead	.00662	400
6	B6-A	.5	Barium	.0211	500
6	B6-A	.5	Chromium	.00367	1200
6	B6-A	.5	Lead	.0112	400
6	B6-B	3	Barium	.0285	500
6	B6-B	3	Chromium	.00601	1200
6	B6-B	3	Lead	.00989	400
7	B7-A	.5	Barium	.0399	500
7	B7-A	.5	Chromium	.0122	1200
7	B7-A	.5	Lead	.0161	400
7	B7-B	3	Barium	.0251	500
7	B7-B	3	Chromium	.0109	1200
7	B7-B	3	Lead	.00827	400
8	B8-A	.5	4,4-DDT	.014	.660
8	B8-A	.5	Barium	.0192	500
8	B8-A	.5	Chromium	.00388	1200
8	B8-A	.5	Lead	.00982	400
8	B8-B	3	Arsenic	.00312	41
8	B8-B	3	Barium	.0295	500
8	B8-B	3	Chromium	.00935	1200
8	B8-B	3	Lead	.0116	400
9	B9-A	.5	Barium	.0597	500
9	B9-A	.5	Chromium	.0108	1200
9	B9-A	.5	Lead	.0152	400
9	B9-B	3	Barium	.0352	500
9	B9-B	3	Chromium	.0108	1200
9	B9-B	3	Lead	.0133	400
10	B10-A	.5	Barium	.0223	500
10	B10-A	.5	Chromium	.00483	1200


Boring Location	Sample ID	Depth in feet (bgl)	Contaminant	Result (mg/Kg)	GA HSRA Reportable Quantity
10	B10-A	.5	Lead	.0262	400
10	B10-B	3	Barium	.0236	500
10	B10-B	3	Chromium	.0118	1200
10	B10-B	3	Lead	.0100	400

## CONCLUSIONS

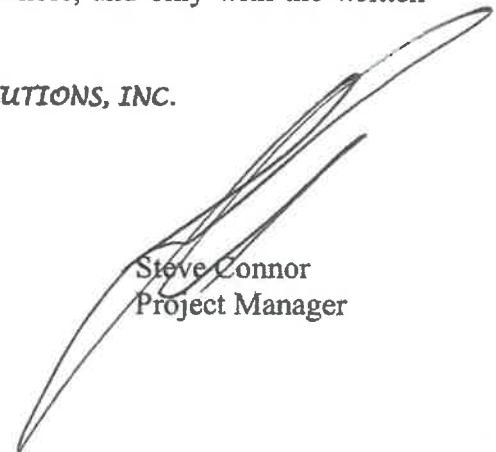
This subsurface investigation revealed that, although numerous contaminants were identified in the soil, none were above levels requiring notification to the State of Georgia by the Hazardous Site Response Act (HSRA).

This report relates only for this time and conditions present during our investigation. If any new or conflicting information becomes available at a later date, please advise ACES and any appropriate revisions and/or comments will be made. This report was prepared for the client and should not be reproduced, except in whole, and only with the written approval of ACES.

ALTERNATIVE CONSTRUCTION & ENVIRONMENTAL SOLUTIONS, INC.



Dan Troutman  
President



Steve Connor  
Project Manager

Attachment A: Boring Location Map  
Attachment B: Laboratory Results





**ALTERNATIVE CONSTRUCTION &  
ENVIRONMENTAL SOLUTIONS, INC.**  
2247 Wrightsboro Road  
Augusta, GA 30904

**Boring Locations**  
1409 Steiner Avenue  
Augusta, GA

Scale:  
None

Date:  
November 7, 2023

Report Number:  
2453-101-002



Multiple addresses  
on Steiner Avenue  
and Mill Street

Aerial

Legend

 Subject Property



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
12/18/2023 MH18072

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information at computer by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.

Item 8.

0 400 Feet



**Request:** A Change of Zoning from Zone R-1C (One-family Residential) and LI (Light Industrial) to Zone PUD (Planned Unit Development) affecting properties containing approximately 22.21 acres located at 1312, 1314, 1408 and 1409 Steiner Avenue and 1733 Mill Street.

**Name:** Realty One Group Visionaries, on behalf of Laney Walker Development Corporation

**Parcels:** 059-3-001-00-0, 059-3-029-00-0, 059-3-028-00-0, 059-3-027-00-0, 059-3-026-00-0



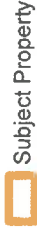


Planning Commission  
Z-23-54  
January 3, 2024

Multiple addresses  
on Steiner Avenue  
and Mill Street

Current Zoning

Legend



Zoning Classification

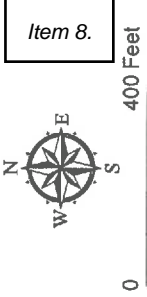
- B-1: Neighborhood Business
- B-2: General Business
- HI: Heavy Industry
- LI: Light Industry
- P-1: Professional
- R-1B: One Family Residential
- R-1C: One Family Residential
- R-1E: One Family Residential
- R-2: Two Family Residential
- R-3B: Multiple-Family Residential
- R-3C: Multiple-Family Residential



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
12/18/2023 MH18072

Augusta, GA Disclaimer

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Item 8.






**Planning Commission  
Z-23-54  
January 3, 2024**













**Multiple addresses  
on Steiner Avenue  
and Mill Street**

**Future Zoning**

**Legend**

 Subject Property

**Zoning Classification**

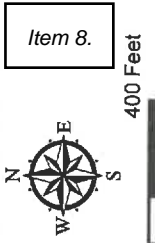
-  B-1: Neighborhood Business
-  B-2: General Business
-  HI: Heavy Industry
-  LI: Light Industry
-  P-1: Professional
-  R-1B: One Family Residential
-  R-1C: One Family Residential
-  R-1E: One Family Residential
-  R-2: Two Family Residential
-  R-3B: Multiple-Family Residential
-  R-3C: Multiple-Family Residential
-  PUD: Planned Unit Development



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
12/18/2023 MH18072

Augusta, GA Disclaimer

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Item 8.











## Commission Meeting

January 16, 2024

Item Name: Z-24-01

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	A request for concurrence with the Augusta Planning Commission to APPROVE with conditions this petition by Peter Tuchyna on behalf of Imani Willingham requesting a rezoning from zone R-1 (One-family Residential) to zone R-1B (One-family Residential) affecting property containing approximately 1.41 acres located at 3957 and 3959 Carolyn Street. Tax Map #051-0-251-00-0 and 051-0-252-00-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	1. Development of the properties shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

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

**Case Number:** Z-24-01

**Hearing Date:** Wednesday, January 3, 2024

**Applicant:** Peter Tuchyna

**Property Owner:** Imani Willingham

**Address of Property:** 3959 & 3957 Carolyn Street, Augusta, GA 30909

**Tax Parcel #:** 051-0-251-00-0 & 051-0-252-00-0

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

**Commission District:** 3 (C. McKnight)

**Super District:** 10 (W. Guilfoyle)

**Fort Eisenhower Notification Required:** N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezone from R-1 to R-1B	Detached single-family homes	Section 10-1

**Summary of Request:**

This petition involves a 1.41-acre property consisting of two contiguous vacant parcels located at 3959 and 3957 Carolyn Street. Currently both parcels are consolidated under the property address 3959 Carolyn Street and are zoned as R-1 (One-family Residential). The applicant is requesting to rezone the property to R-1B (One-family Residential) to create two separate properties for residential development.

**Comprehensive Plan Consistency:**

These properties are in the Belair Character Area. The 2023 Comprehensive Plan's vision for the Belair Character Area includes land uses and development patterns typical of suburban developing areas, rural residential areas, and highway commercial corridors. These development patterns are influenced to one extent or another by the area's proximity to Doctor's Hospital, Fort Eisenhower, regional shopping centers (e.g., Augusta Mall and Augusta Exchange), Interstates 20 and 520 and Jimmie Dyess Parkway.

**Findings:**

1. According to the previously approved subdivision plat recorded on October 13, 2023, by authority of the Augusta Planning & Development Department, the subject property was combined into a single parcel under the property address 3959 Carolyn Street where approximately 61,420 square feet or 1.41 acres are zoned as R-1.
2. The applicant seeks to subdivide the existing parcel into two 76.71-foot-wide parcels.
3. The proposed developments will be 50 feet by 50 feet, approximately 22,913 square feet or 0.526 acres is one proposed residence, and the other is approximately 31,929 square feet or 0.733 acres.
4. The current R-1 zoning requires a minimum street frontage of 100 feet. The proposed parcels require R-1B zoning to meet the minimum street frontage of 75 feet.
5. According to the Augusta-Richmond County GIS measurement tool, there are ten (10) consecutive properties within the approximate vicinity of the subject property that also do not meet the R-1 zoning requirements.
6. No sidewalks currently exist along Carolyn Street within the vicinity of the subject property.
7. Carolyn Street is identified as a local residential road on the Georgia Department of Transportation (GDOT) Function Classification map, 2017.
8. Augusta Transit service does not serve the subject property.
9. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
10. According to the Augusta-Richmond County GIS Wetlands Layer, there are no wetlands on the property.
11. The proposal is consistent with aspects of the 2023 Comprehensive Plan and compatible with surrounding zoning and land uses.
12. At the time of completion of this report staff has not received any inquiries regarding this application.

**Recommendation:** The Planning Commission recommended **Approval** of the rezoning request changing the zoning of the property to R-1B with the following condition(s):

1. Development of the properties shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.

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

Peter Truchya  
Co-Owner

BZA  
Planning and zoning  
535 Telfair Street  
Augusta Ga 30906

Subject: Letter of Intent for Acquisition and Rezoning of 3959 Carolyn Street and 3957 Carolyn Street, Augusta, GA 30909

I am writing to formally express our intent to acquire and rezone two contiguous lots located at 3959 Carolyn Street and 3957 Carolyn Street, Augusta, GA 30909. Currently, both lots are consolidated under the property address of 3959 Carolyn Street and are zoned as R-1, necessitating a minimum lot frontage of 80 feet.

Our interest in this property stems from the potential to subdivide the lots, creating distinct parcels for residential development. Specifically, we plan to construct a new home on the reconfigured 3959 Carolyn Street and reside in it. Simultaneously, we intend to build a new home on the reconfigured 3957 Carolyn Street for future sale.

The existing property configuration does not adhere to the minimum lot width requirement of 80 feet due to a 7-foot encroachment on the seller's property. The adjacent neighbor, responsible for the encroachment, has purchased the affected portion to rectify the situation. Unfortunately, the seller was unaware of the minimum lot width requirement initially and believed selling the encroached land would resolve the issue. It was only later that the zoning requirements came to her attention.

To overcome this zoning challenge, we seek the rezoning of lot 3957 Carolyn Street from R-1 to R-1B. The R-1B zoning designation, with a minimum lot width of 75 feet, is essential for creating two separate lots for residential construction, as previously outlined. This rezoning is crucial for



our development project, as the current lot size is impractical for residential construction, and meeting the existing zoning requirements would be financially burdensome.

We intend to initiate the rezoning process promptly and, upon successful rezoning, proceed with the purchase of the properties. Recognizing the significance of adhering to local zoning regulations, we commit to working closely with the appropriate authorities to ensure compliance.

We are enthusiastic about the potential this property presents and eagerly anticipate your cooperation in facilitating the rezoning and purchase. Please consider this letter as our formal expression of interest in acquiring and rezoning the aforementioned lots.

Should you have any questions or require additional information, please do not hesitate to contact us at [capitalrisebuilders@gmail.com](mailto:capitalrisebuilders@gmail.com). We look forward to a positive response and a successful transaction.

Thank you for your attention, and we eagerly anticipate the opportunity to collaborate on making this project a reality.

Sincerely,

Peter Tuchyna  
Co-Owner

CapitalRise LLC

ACCORDING TO FEMA FIRM PANEL  
NUMBER 13245C0085G, MAP DATE  
11/15/2019, THIS PROPERTY IS NOT  
LOCATED IN A 100 YEAR FLOOD PLAIN

THIS PROPERTY MAY BE SUBJECT TO SETBACKS  
RESTRICTIONS AND/OR OTHER EASEMENTS NOT  
SHOWN HEREON BUT MAY BE RECORDED  
IN THE CLERK OF COURTS OFFICE

REFERENCE:  
PLAT BOOK 20-Y, PAGE 252

SURVEY DATA:  
THIS SURVEY WAS PERFORMED FROM RADIAL LOCATION  
WITH AN ANGULAR ERROR OF LESS THAN 5"/ANGLE

NO ADJUSTMENT WAS PERFORMED  
PLAT CLOSURE: LESS THAN 1"/10,000'  
INSTRUMENTATION: ROBOTIC TOTAL STATION

FOR COUNTY USE



✕ BREAKFIELD ✕  
(2832 OLD MORRIS RD.)  
TPN: 051-0-051-03-0

✕ RAY ✕  
(3215 YELLOW PINE DR.)  
TPN: 052-0-404-00-0

S 11°37'13" E  
7.67'  
S 67°16'51" E  
7.58' (TIE)  
S 25°33'17" E  
S 11°41'26" E

RBS

243.09' (TOTAL)  
121.55'

35' SETBACK (200' LOT DEPTH)

10' SETBACK

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0.526 Ac.  
(3859 CAROLYN ST.)  
TPN: 051-0-251-00-0

0.733 Ac.  
(3957 CAROLYN ST.)  
TPN: 051-0-252-00-0

✕ KELLY ✕  
(3955 CAROLYN ST.)  
TPN: 051-0-253-00-0

✕ PIONEERS, INC. ✕  
(3961 CAROLYN ST.)  
TPN: 051-0-250-00-0

192.40' TO SAYBROOK DR.

N 34°20'22" W 76.71'

N 34°20'22" W 76.71'

N 34°20'22" W 3.71' (TIE)  
N 34°20'22" W 7.00' (TIE)  
C/L

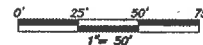
CAROLYN ST. 60'R/W

**SURVEYOR CERTIFICATION**

As required by subsection (d) of O.C.G.A. Section 15-8-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-8-67.

BY: DONALD BRADLEY FOSTER, PLS  
GEORGIA PROFESSIONAL LAND SURVEYOR NO. 3191

DATE 11/22/23



**Legend**

RBF RE-BAR FOUND  
RBS RE-BAR SET  
CTP CRIMPED TOP PIPE FOUND  
RPF IRON PIPE FOUND  
CP COMPUTED POINT  
R/W RIGHT OF WAY  
C/L CENTERLINE  
B/C BACK OF CURB



**SUBDIVISION PLAT**

FOR **CAPITALRISE, LLC**

SHOWING A DIVISION OF FRONTAGE OF 1.41 ACRE TRACT  
SHOWN ON PLAT BOOK B-18, PAGE 188

**AUGUSTA LAND SURVEYING, LLC**

829 STEVENS CREEK RD. AUGUSTA, GA 30907 706-284-8578  
LAND SURVEYING FIRM - LICENSE #LSF001110 (EXP. 8/30/2024)

STATE: GEORGIA  
COUNTY: RICHMOND

ZONING: R-1

SCALE: 1" = 50'

DWN BY: WRT, Jr.

FLD: ALS CHK: BF

DATE: 11-22-2023

: PLAT B: 18 P: 188  
 ecored: 10/13/2023 03:33 PM  
 oc # 2023027436 Pages: 1 Fees: \$10.00  
 attie Holmes Sullivan  
 erk of Superior Court, Augusta-Richmond County, GA  
 ile Participant IDs: 1653663255,

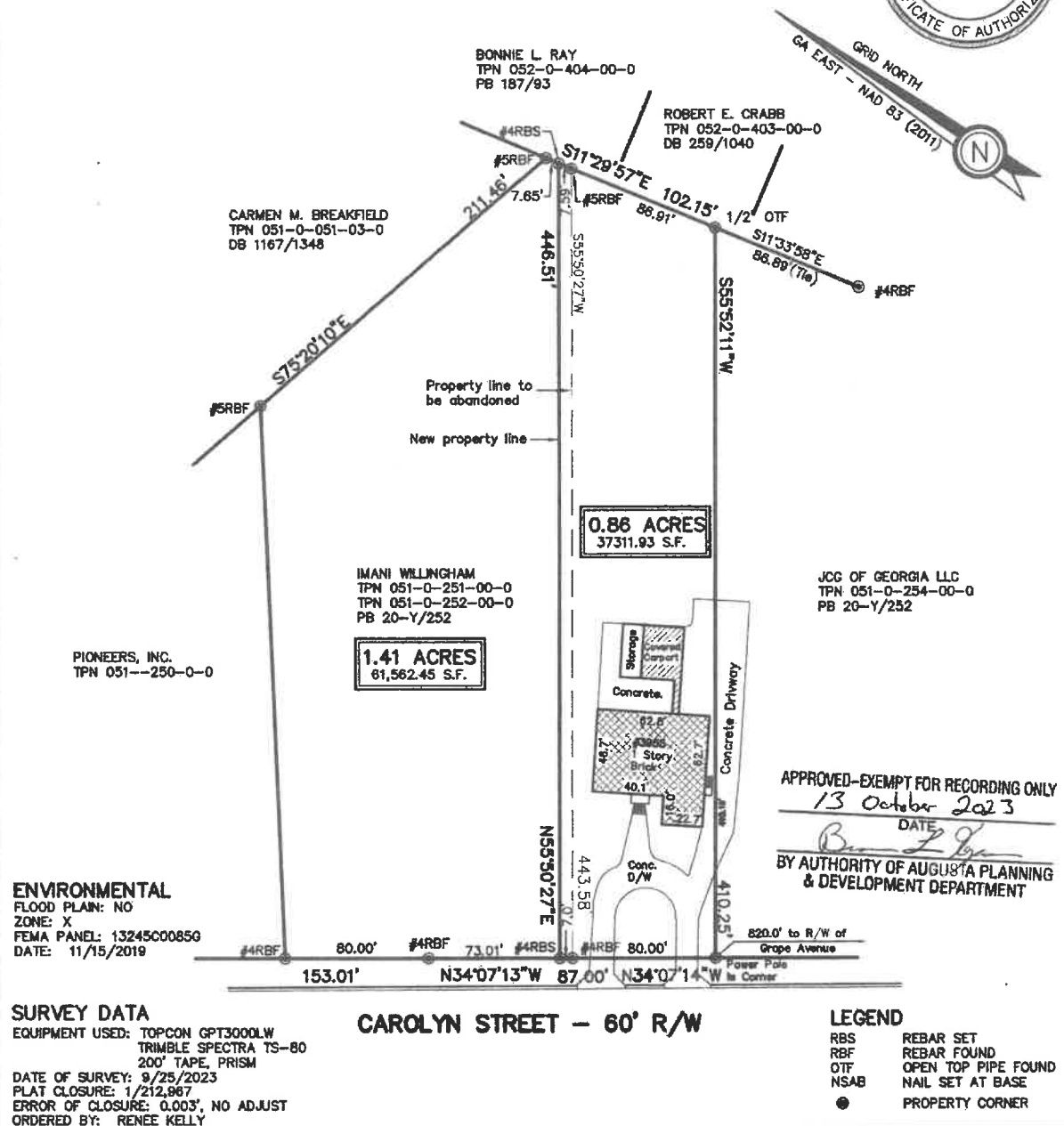
### STATE CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidence by approval certificates, signatures, stamps or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67

### REFERENCES

PB 20-Y/252  
 PLAT FOR KELLY BY DILLARD, DATED 10/26/2011 (UNRECORDED)  
 AS-BUILT PLANS OF BELAIR HILLS ESTATES.

Reserved for Clerk of Court



**SUBDIVISION PLAT FOR RENEE M. KELLY & IMANA WILLINGHAM**  
 SUBDIVISION OF PROPERTY LOCATED IN BELAIR HILLS ESTATES, CITY OF AUGUSTA  
 G.M.D. 1269TH TAX PARCEL No. 051-0-253-00-0, 051-0-252-00-0 & 051-0-251-00-0  
 Prepared by  
**CAROLINA LAND SURVEYING, LLC**  
 Georgia Registered Land Surveyor No. 1880  
 1934 HIGHWAY 57 NORTH, LITTLE RIVER, S.C. 29566  
 Telephone: 803-646-1264  
 email: mgraham@carolinalandsurveying.com  
 jford@carolinalandsurveying.com  
 aycorp@bellsouth.net

STATE: GEORGIA  
 COUNTY: RICHMOND  
 JOB NO.: 23-14245  
 SCALE: 1" = 60'  
 FLD: JGA DRN: BA CHK: TMO  
 DATE: 9/25/2023  
 FILE: C-STREET/AYER

Monday, November 13, 2023

**LOCATION**

**Property Address** 3959 Carolyn St  
Augusta, GA 30909

**Subdivision** Belair Hills Estates

**County** Richmond County, GA

**GENERAL PARCEL INFORMATION**

**Parcel ID/Tax ID** 061-0-251-00-0

**Alternate Parcel ID** 24850

**Account Number**

**District/Ward** County

**2020 Census Trct/Blk** 102.07/1

**Assessor Roll Year** 2021

**PROPERTY SUMMARY**

**Property Type** Residential

**Land Use** Residential Lot

**Improvement Type**

**Square Feet**

**CURRENT OWNER**

**Name** Willis Marilyn D

**Mailing Address** 299 Harris Ln Apt 1306  
Gallatin, TN 37066-1218

**SCHOOL ZONE INFORMATION**

**Belair K-8 School** 1.0 mi  
Primary Middle: Pre K to 8 Distance

**Academy Of Richmond County High School** 7.2 mi  
High: 9 to 12 Distance

**SALES HISTORY THROUGH 10/10/2023**

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
6/17/2011	\$70,000	Willis Marilyn D	Kelly Essie T	Multi-Properties	2	1307/1940
12/30/2005		Kelly Essie T	Kelly Essie T	Deed Of Correction		1305/1753
12/30/2005		Kelly Essie T	Pioneers Incorporated	Deed Of Correction		1305/1751
12/30/2005	\$24,500	Kelly Essie T	Pioneers Inc	Land Market Sale		1039/2194

**TAX ASSESSMENT**


Appraisal	Amount	Assessment	Amount
<b>Appraisal Year</b>	2021	<b>Assessment Year</b>	2021
<b>Appraised Land</b>	\$25,200	<b>Assessed Land</b>	\$10,080
<b>Appraised Improvements</b>		<b>Assessed Improvements</b>	
<b>Total Tax Appraisal</b>	\$25,200	<b>Total Assessment</b>	\$10,080



3957 and 3959  
Carolyn Street

Aerial

Legend

 Subject Property



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
12/18/2023 MH18072

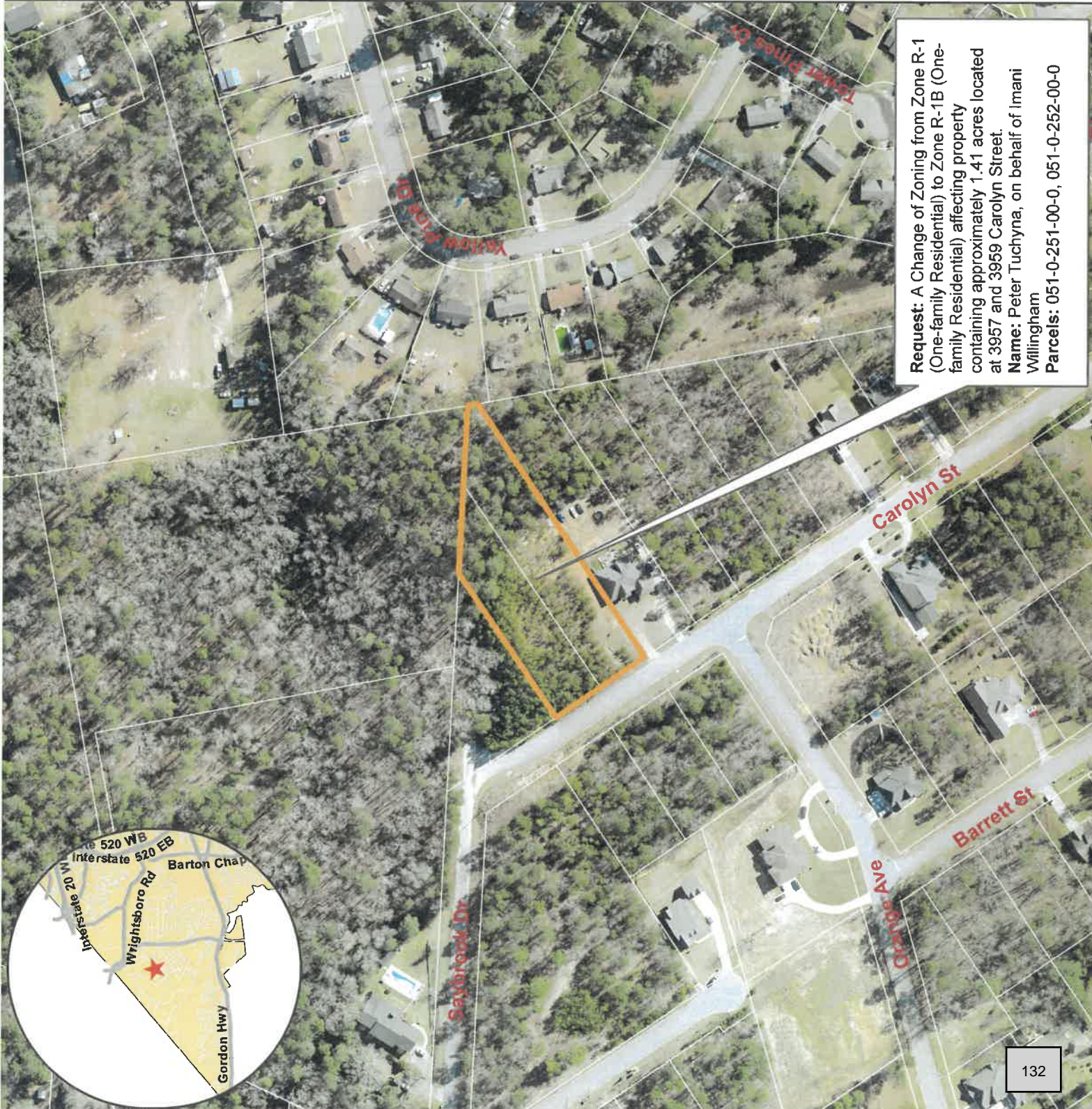
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Item 9.



0 200 Feet




**Request:** A Change of Zoning from Zone R-1 (One-family Residential) to Zone R-1B (One-family Residential) affecting property containing approximately 1.41 acres located at 3957 and 3959 Carolyn Street.  
**Name:** Peter Tuchyna, on behalf of Imani Willingham  
**Parcels:** 051-0-251-00-0, 051-0-252-00-0



3957 and 3959  
Carolyn Street


Current Zoning

Legend

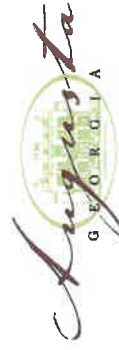
 Subject Property

Zoning Classification

 A:

 R-1: One Family  
Residential

 R-1B: One Family  
Residential



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
12/18/2023 MH18072

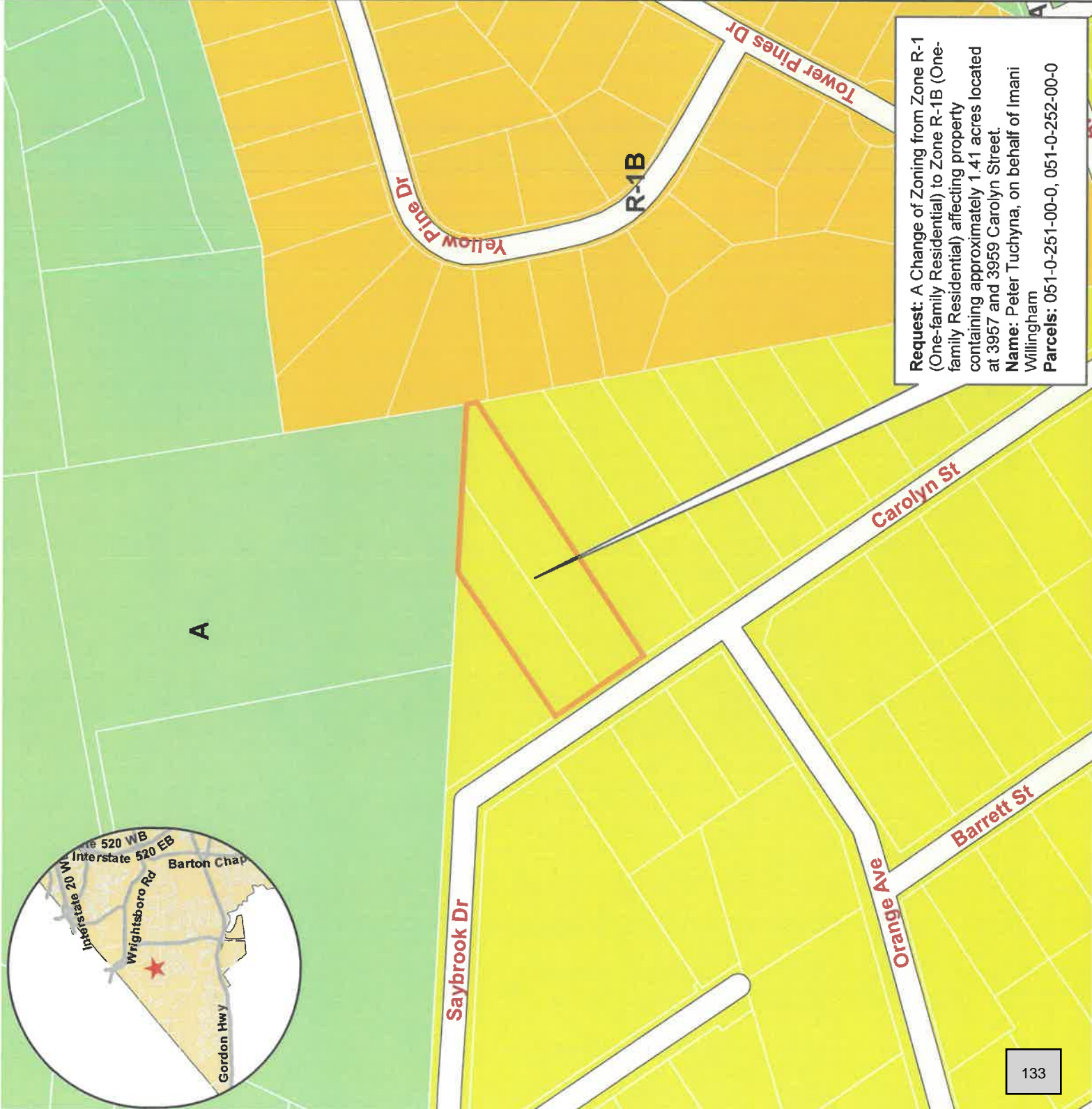
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Item 9.



0 200 Feet



**Request:** A Change of Zoning from Zone R-1 (One-family Residential) to Zone R-1B (One-family Residential) affecting property containing approximately 1.41 acres located at 3957 and 3959 Carolyn Street.  
**Name:** Peter Tuchyna, on behalf of Imani Willingham  
**Parcels:** 051-0-251-00-0, 051-0-252-00-0




**Planning Commission**  
**Z-24-01**  
**January 3, 2024**

**3957 and 3959**  
**Carolyn Street**


**Future Zoning**

**Legend**

 Subject Property

**Zoning Classification**

 A:

 R-1: One Family  
 Residential

 R-1B: One Family  
 Residential



Produced By: City of Augusta  
 Planning & Development Department  
 535 Telfair Street Suite 300  
 Augusta, GA 30901  
 12/18/2023 MH18072

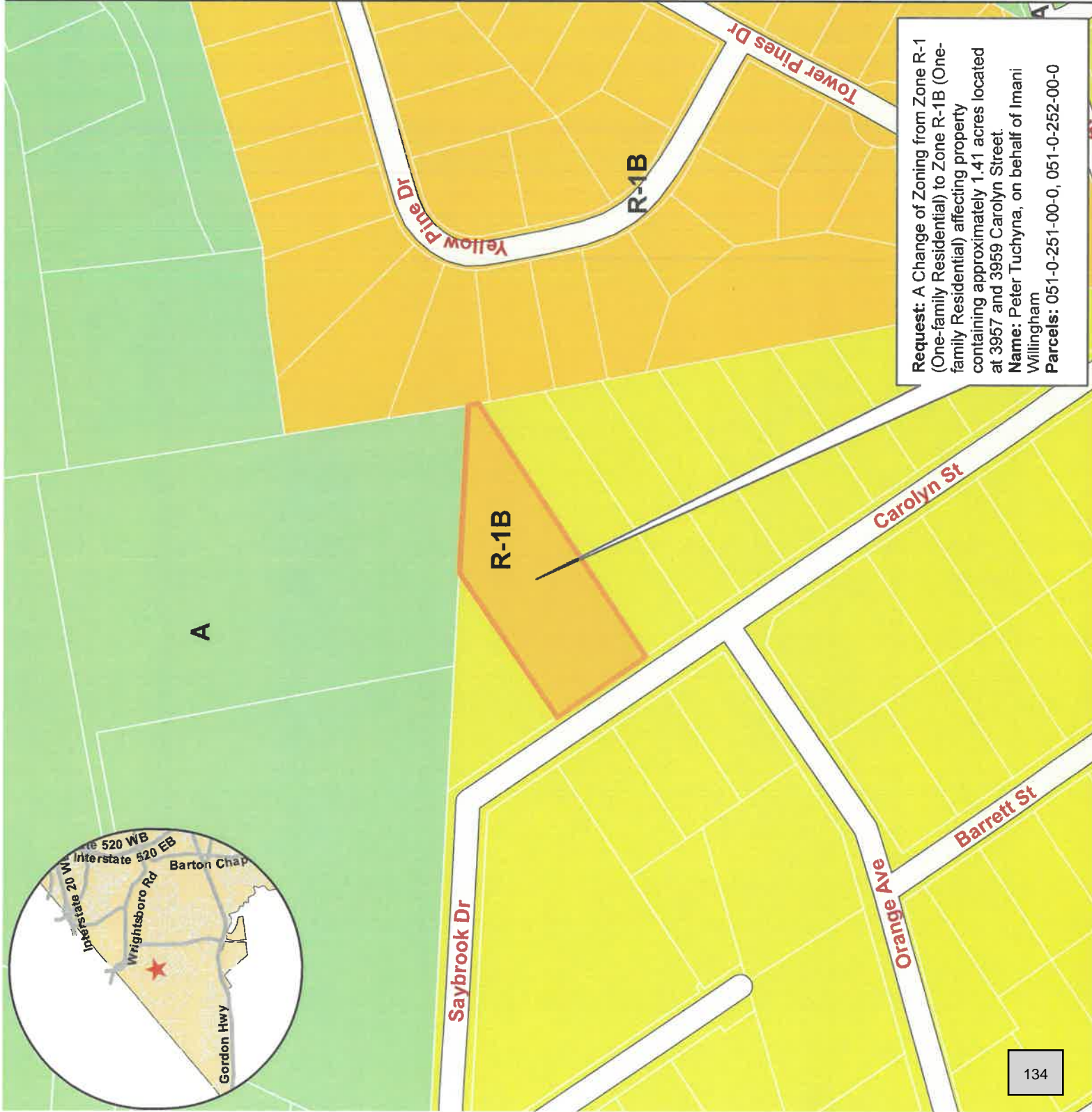
Augusta, GA Disclaimer

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Item 9.

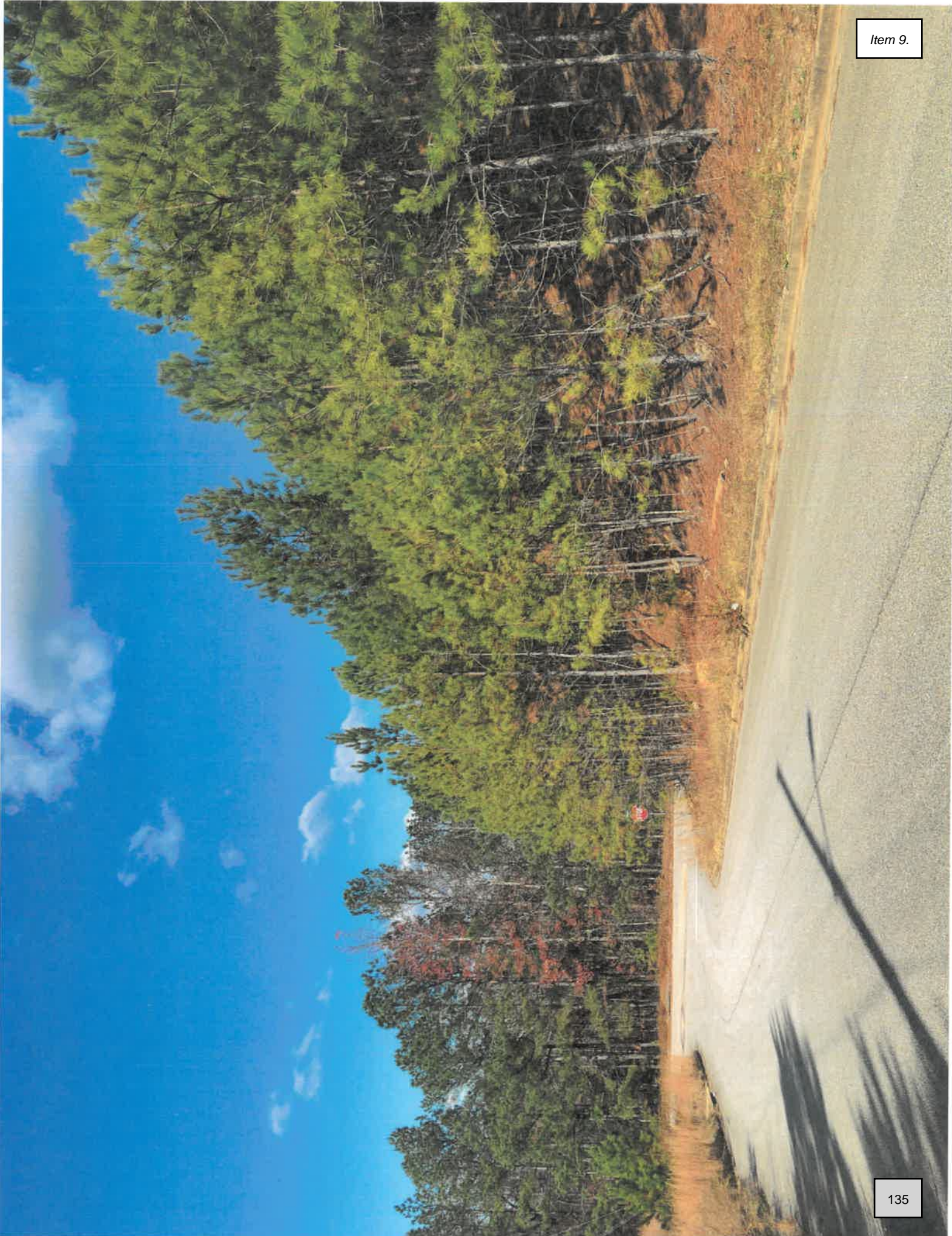


0 200 Feet



**Request:** A Change of Zoning from Zone R-1 (One-family Residential) to Zone R-1B (One-family Residential) affecting property containing approximately 1.41 acres located at 3957 and 3959 Carolyn Street.  
**Name:** Peter Tuchyna, on behalf of Imani Willingham  
**Parcels:** 051-0-251-00-0, 051-0-252-00-0









## Commission Meeting

January 16, 2024

Item Name: Z-24-02

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	A request for concurrence with the Augusta Planning Commission to APPROVE with conditions this petition by Jonathan Thomas on behalf of Thoai Duy Tu requesting a rezoning from zone R-1C (One-family Residential) to zone R-3C (Multiple-family Residential) affecting property containing approximately 0.19 acres located at 1377 Wrightsboro Road. Tax Map #059-1-087-00-0
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. A six (6) foot-tall wood privacy fence is required along the north and east property lines adjacent to the R-1C residential zoned properties to buffer the multi-family use.</li> <li>2. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.</li> <li>3. 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.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

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

Case Number: Z-24-02

Hearing Date: Wednesday, January 3, 2024

**Applicant:** Jonathan Thomas

**Property Owners:** Thoai Duy Tu

**Address of Properties:** 1377 Wrightsboro Road, Augusta, GA 30901

**Tax Parcel #:** 059-1-087-00-0

**Present Zoning:** R-1C (One-family Residential)

**Commission District:** 1 (J. Johnson)

**Super District:** 9 (F. Scott)

**Fort Gordon Notification Required:** N/A

Request	Proposed Use / Activity	Comprehensive Zoning Ordinance
Rezoning from R-1C to R-3C	Multi-family Apartments in Existing Building	Section 18

**Summary of Request:**

The applicant requests to rezone the property from R-1C (One-family Residential) to R-3C (Multiple-Family Residential) consisting of approximately 0.19 acres. The property is located at the northeast corner of the intersection of Wrightsboro Road and Augusta Avenue. The purpose of the rezoning request is so the existing building can be converted into four (4) multi-family residences.

**Comprehensive Plan Consistency:**

In accordance with the Comprehensive Plan: Envision Augusta Augusta-Richmond County 5-Year Update, 2023, the property is in the Old Augusta Character Area. The vision for the Old Augusta Character Area is to maintain and enhance its historic character and unique mix of land uses while maintaining stability in established neighborhoods. Recommended development patterns include the rehabilitation of existing single family homes, medium to high-density residential, office and commercial development in both new and existing structures.

**Findings:**

1. There are no previous zoning cases on file for the property.

2. According to the Richmond County Tax Assessors' Office the existing two story building on the property was constructed in 1953 and consists of 4,064 square feet with a 320 square foot accessory building.
3. The previous use of the existing building was commercial and residential.
4. The existing building is currently connected to the public potable water and public sanitary sewer systems.
5. The GDOT Functional Classification Map, 2017, classifies this portion of Wrightsboro Road from R.A. Dent Boulevard to James Brown Boulevard as a collector road and Augusta Avenue is classified as local road. There is a public transit route with transit stops along this portion of Wrightsboro Road.
6. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
7. According to the Augusta-Richmond County GIS Wetlands Layer there are no jurisdictional wetlands located on the property.
8. Properties to the north, east and west are zoned R-1C (One-family Residential) with single family homes located on them. Properties to the south across Wrightsboro Road and catty-corner to the property are zoned R-2 (Two-family Residential) and are currently vacant land.
9. The conversion of the existing building into four (4) apartments will create a residential density of 21 dwelling units per acre.
10. Rezoning the property to R-3C (Multiple-family Residential) is required to meet the residential density requirements in the Comprehensive Zoning Ordinance for the four (4) proposed residential dwelling units in the existing building on the property.
11. According to the applicant, the existing 320 square foot accessory building will be demolished.
12. The property currently has an ingress/egress point on Wrightsboro Road and Augusta Avenue.
13. The proposed four (4) residential dwelling units require a minimum of nine (9) parking spaces. The revised conceptual site plan submitted with the application indicates 8 parking spaces and one (1) handicap parking space, meeting off-street parking requirements.
14. One of the recommended development patterns in the Comprehensive Plan: Envision Augusta Augusta-Richmond County 5-Year Update, 2023, for the Old Augusta Character Area is rehabilitation of existing single family homes, medium to high-density residential, office and commercial development in both new and existing structures.
15. At the time of completion of this report, staff has not received any inquiries concerning this rezoning application.

**Recommendation:** The Planning Commission recommended Approval of the rezoning request to zone R-3C with the following conditions:

1. A six (6) foot tall wood privacy fence is required along the north and east property lines adjacent to the R-1C residential zoned properties to buffer the multi-family use.

2. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.
3. 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:** The staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



## LETTER OF INTENT

ATTN:

To whom it may concern

From:

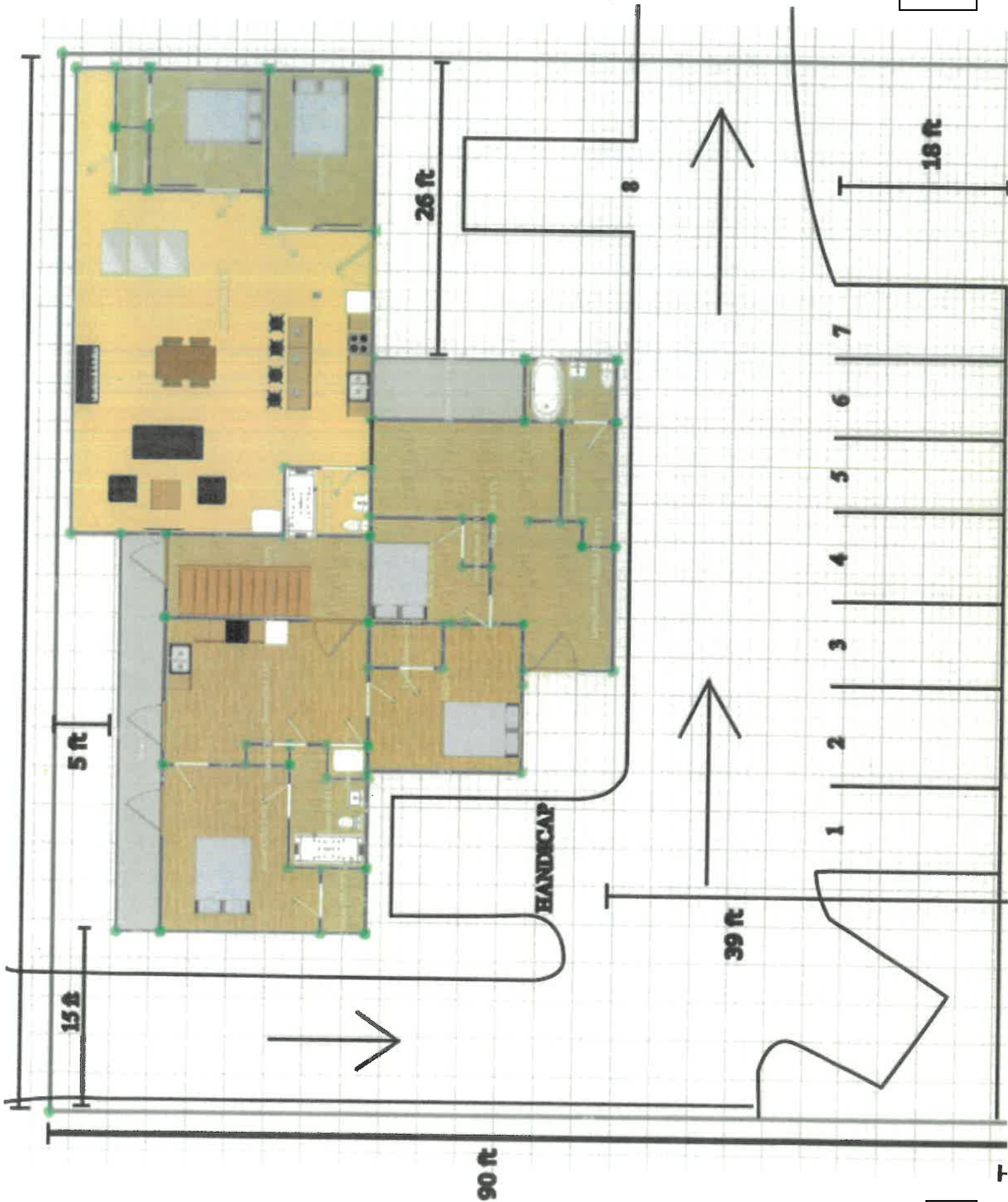
Jonathan Thomas  
3032 Stallion Ridge  
Graniteville, SC, 29829

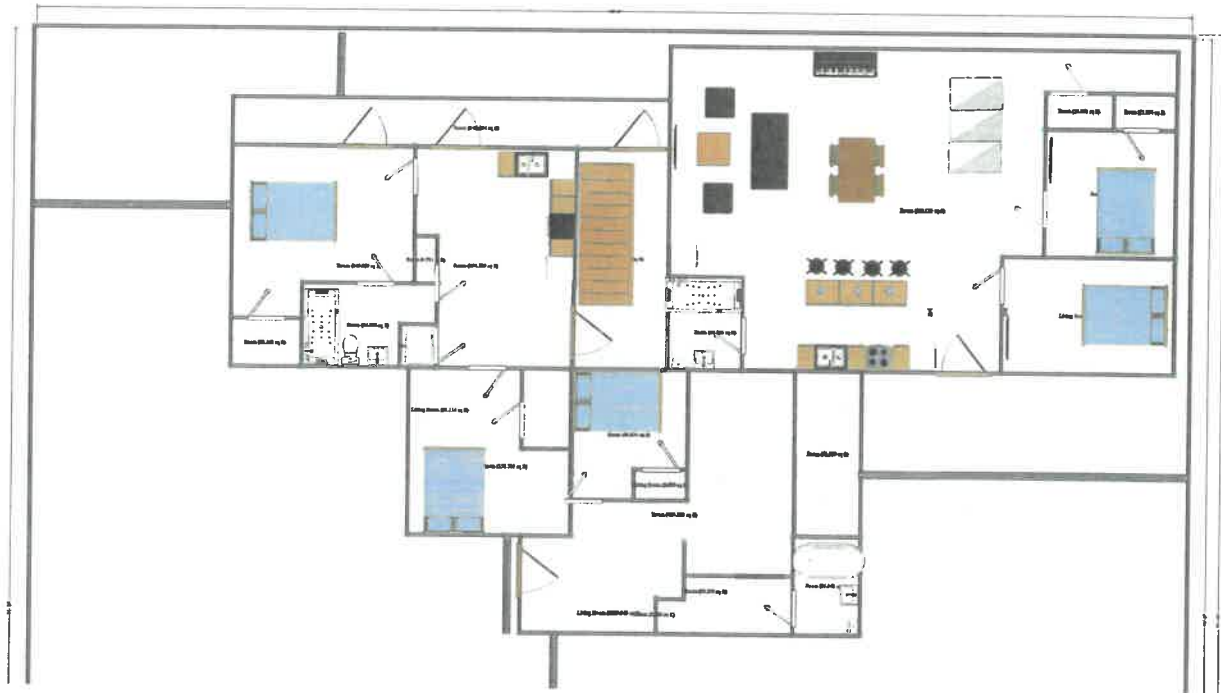
Greetings,

This letter is to express the intent of rezoning property 1377 Wrightsboro Road, Augusta, GA, 30901 from R-1C to R-3C with variance for yard/setback requirements.

Sincerely,

Jonathan Thomas














1377 Wrightsboro Road


Current Zoning

Legend

 Subject Property

Zoning Classification

 R-1C: One Family Residential

 R-2: Two Family Residential

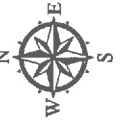


Produced By: City of Augusta  
Planning & Development Department  
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Augusta, GA 30901  
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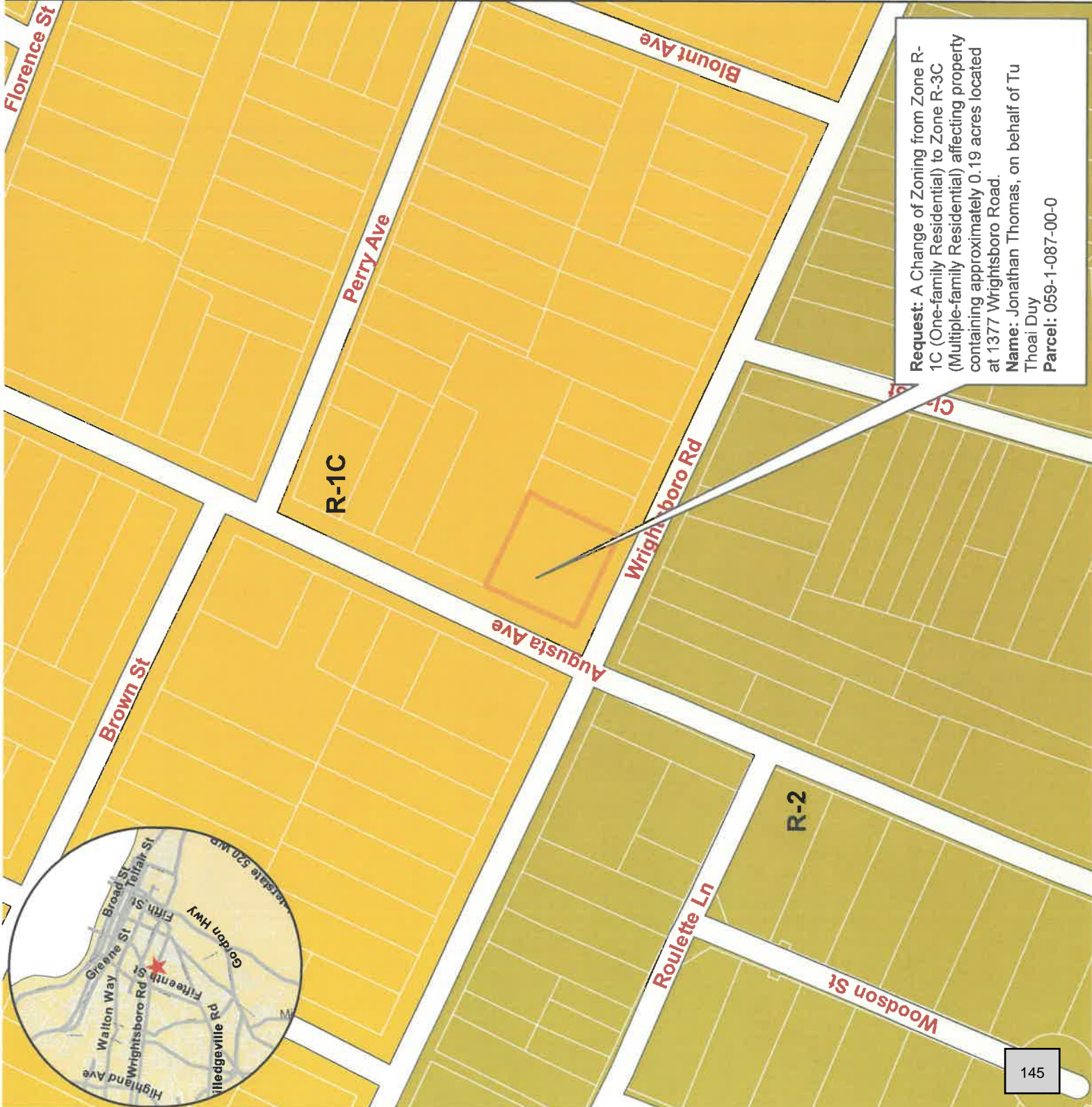
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Item 10.



0 200 Feet






1377 Wrightsboro Road


Future Zoning

Legend

 Subject Property

Zoning Classification

 R-1C: One Family Residential

 R-2: Two Family Residential

 R-3C: Multiple Family Residential



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
12/18/2023 MH18072

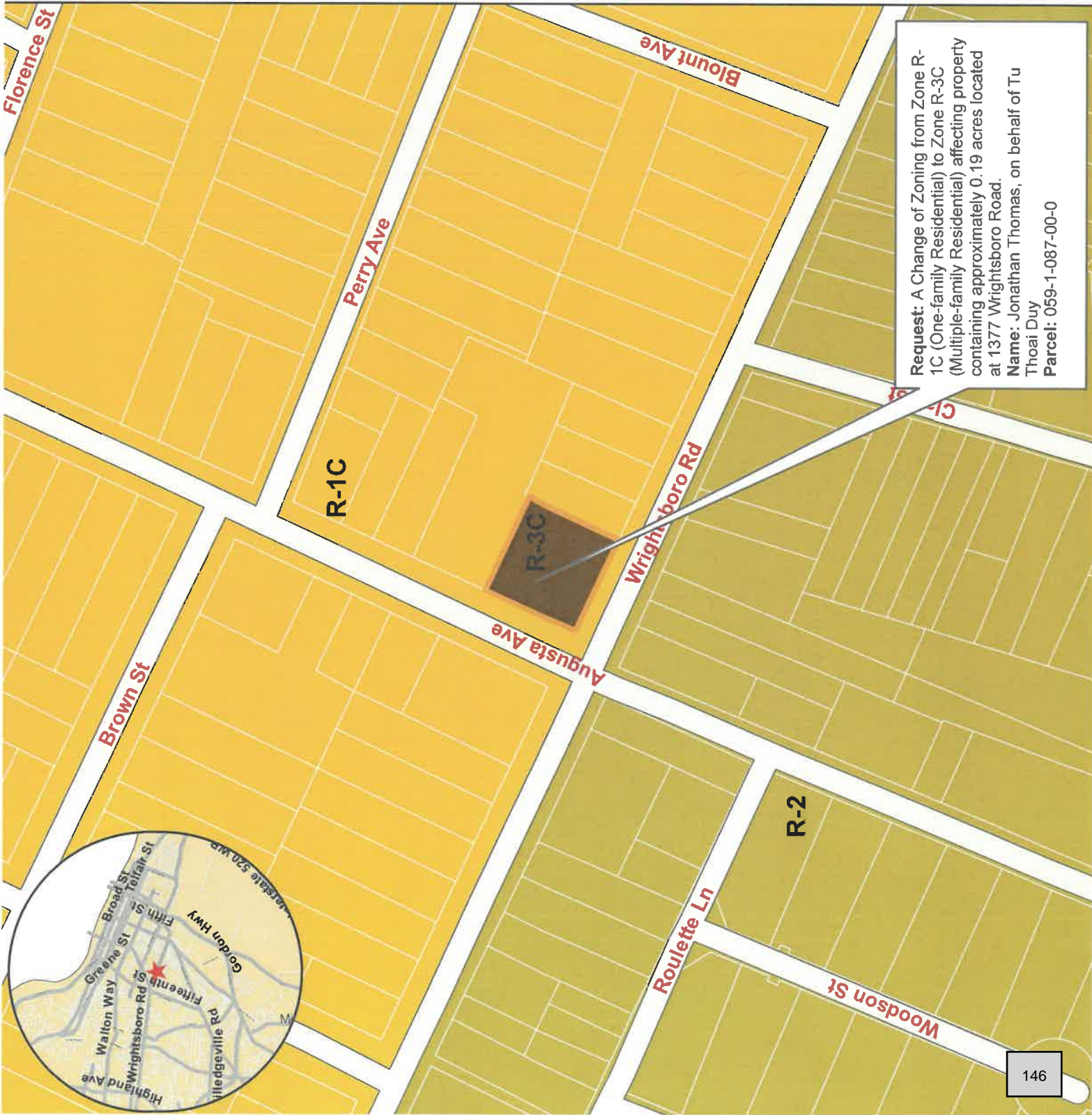
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Item 10.



0 200 Feet





## Commission Meeting

January 16, 2024

Item Name: Z-24-03

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	A request for concurrence with the Augusta Planning Commission to APPROVE with conditions this petition by Chuck Warbington on behalf of Susan Hardwick requesting a rezoning from zone R-1A (One-family Residential), B-2 (General Business), and LI (Light Industrial) to zone R-1E (One-family Residential) affecting property containing approximately 35.57 acres located at 2014 and 2020 North Leg Road, 1904 and 1914 Wylds Road and 2041 Gordon Highway. Tax Map #055-0-005-00-0, 055-0-005-04-0, 055-0-005-01-0, 055-0-005-02-0 and 069-0-004-00-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. The proposed development shall substantially conform to the concept plan submitted with the rezoning application.</li> <li>2. Sidewalks must be installed along both sides of the street and meet all standards of the Augusta Traffic Engineering Department, including handicap access, where required.</li> <li>3. Provide a clubhouse/community building and a series of walking trails that connect points in the development. Other amenities shall include a dog park, fire pit, grilling area, and open field.</li> <li>4. Provide the minimum required off-street parking spaces for the development.</li> <li>5. The engineering plans cannot have any buildings located in the 100-year or 1% annual chance floodplain, as delineated on the current Flood Insurance Rate Map (FIRM).</li> <li>6. If fill is brought into the site to elevate a building, a No Rise Certification will need to be performed for this new construction.</li> <li>7. The preliminary traffic impact study shall be approved by Augusta Traffic Engineering prior to the issuance of a land disturbance or grading permit.</li> <li>8. Approval of the rezoning request shall not constitute approval of the conceptual subdivision plan submitted with the rezoning application. Subdivision Development Plan approval, in compliance with the Land Subdivision Regulations of Augusta-</li> </ol>



Richmond County, is required prior to the commencement of any improvement to the property.

9. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.

10. No vinyl siding will be used and the developer must alternate the front façade of the homes.

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

N/A

**REVIEWED AND  
APPROVED BY:**

N/A

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

**Case Number:** Z-24-03

**Hearing Date:** Wednesday, January 3, 2024

**Applicant:** Chuck Warbington

**Property Owner:** Susan Hardwick

**Address of Property:** 2014 and 2020 North Leg Road, 1904 and 1914 Wylds Road and 2041 Gordon Highway, Augusta, GA 30907

**Tax Parcel #:** 055-0-005-00-0, 055-0-005-04-0, 055-0-005-01-0, 055-0-005-02-0 and 069-0-004-00-0

**Present Zoning:** R-1A (One-family Residential), B-2 (General Business) and LI (Light Industrial)

**Commission District:** 2 (S. Pulliam)

**Super District:** 9 (F. Scott)

**Fort Eisenhower Notification Required:** N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezoning from R-1A, B-2 and LI to R-1E	Townhome Subdivision	Section 13

**Summary of Request:**

This petition involves 5 tracts totaling approximately 35.57 acres and is situated at the intersections of North Leg Road with Wylds Road and Wylds Road with Gordon Highway. The properties remain vacant and undeveloped land. The applicant seeks rezoning of the entire tracts to R-1E (One-family Residential) to construct a new townhome subdivision.

**Comprehensive Plan Consistency:**

These properties are in the Belair Character Area. The 2023 Comprehensive Plan's vision for the Belair Character Area includes land uses and development patterns typical of suburban developing areas, rural residential areas, and highway commercial corridors. These development patterns are influenced to one extent or another by the area's proximity to Doctor's Hospital, Fort Gordon, regional shopping centers (Augusta Mall, Augusta Exchange), Interstates 20 and 520 and Jimmie Dyess Parkway.

Suburban commercial development in the area has been steady over the last couple of decades. The area around Doctor's Hospital and along Wheeler Road has been gradually developing with a mix of professional offices, suburban and highway-oriented commercial uses, and service establishments.

**Findings:**

1. The conceptual plan submitted with this application features 240 single-family attached townhome units, a mail kiosk and amenity areas. No clubhouse/community building or walking trails are shown on the plan.
2. 2014 North Leg Road, 1904 and 1914 Wylds Road are situated in the R-1A (One-family Residential) zone, 2020 North Leg Road is situated in the R-1A and LI (Light Industrial) zones and 2041 Gordon Highway is situated in the R-1A and B-2 (General Business) zones.
3. Five new public streets are planned, each will have a minimum 28-foot pavement width and 60-foot right-of-way. Two entrances provide access to the development.
4. Sidewalks will be installed along both sides of the new streets.
5. The property has access to public water and sewer lines.
6. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, North Leg Road is identified as a minor or local road, Wylds Road is considered a minor arterial street and Gordon Highway is considered a major arterial street.
7. No sidewalks currently exist along North Leg, Wylds Road and Gordon Highway, in the vicinity of the subject property.
8. Transit service is available in the immediate area, the nearest transit bus stop measures 89 feet of the subject property.
9. Rocky Creek runs through near the center of the property.
10. According to the FEMA Flood Insurance Rate Maps (FIRM) a portion of the site is situated in the Special Flood Hazard Zone AE of the 100-yr flood zone and 0.2 Pct Annual Chance Flood Hazard area. The Special Flood Hazard Zone extends along the creek within the site.
11. According to the Augusta-Richmond County GIS Wetlands Layer, there are no wetlands on the property.
12. Two stormwater detention ponds will be positioned near the southeast corner of the lot.
13. Based on the information provided on the preliminary traffic impact worksheet, this development is projected to generate 550 additional trips per day. The Augusta Traffic Engineering Department will not require a full traffic study for the project.
14. A minimum of 540 parking spaces are required, however, a total of 797 off-street parking spaces are provided on the plan which includes 77 guest parking spaces.
15. Approximately 59 percent or 21 acres of the site will remain as open space.
16. The proposal is consistent with aspects of the 2023 Comprehensive Plan and compatible with surrounding zoning and land uses.
17. The proposed development must meet all applicable standards of the Augusta Tree Ordinance, although no Tree Ordinance compliance was provided on the concept plan.
18. At the time of completion of this report staff has not received any inquiries regarding this application.

**Recommendation:** The Planning Commission recommended **Approval** of the rezoning request to zone R-1E with the following condition(s):

1. The proposed development shall substantially conform to the concept plan submitted with the rezoning application.
2. Sidewalks must be installed along both sides of the street and meet all standards of the Augusta Traffic Engineering Department, including handicap access, where required.
3. Provide a clubhouse/community building and a series of walking trails that connect points in the development. Other amenities shall include a dog park, fire pit, grilling area, and open field.
4. Provide the minimum required off-street parking spaces for the development.
5. The engineering plans cannot have any buildings located in the 100-year or 1% annual chance floodplain, as delineated on the current Flood Insurance Rate Map (FIRM).
6. If fill is brought into the site to elevate a building, a No Rise Certification will need to be performed for this new construction.
7. The preliminary traffic impact study shall be approved by Augusta Traffic Engineering prior to the issuance of a land disturbance or grading permit.
8. Approval of the rezoning request shall not constitute approval of the conceptual subdivision plan submitted with the rezoning application. Subdivision Development Plan approval, in compliance with the Land Subdivision Regulations of Augusta-Richmond County, is required prior to the commencement of any improvements to the property.
9. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.
10. No vinyl siding will be used and the developer must alternate the front façade of the homes.

**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.





November 13, 2023

City of Augusta GA  
Department of Planning and Development  
535 Telfair Street, Suite 300  
Augusta, GA 30901

To whom it may concern:

This letter shall serve as the letter of intent for a rezoning of parcels as follows:

055-0-005-00-0

055-0-005-01-0

055-0-005-02-0

055-0-005-04-0

069-0-004-00-0

The current zoning of the parcels are all R1-A and one parcel is R1-A & B-2. The Proposed zoning we are looking to obtain is R3-A and B-2. The parcel is currently undeveloped. Our plan is to take this parcel and place a townhome development. The proposed townhomes are of a 25'x50' footprint. The development will include new roadways, paving, amenity areas, underground utilities, and landscaping.

Thank you for your consideration in this matter,

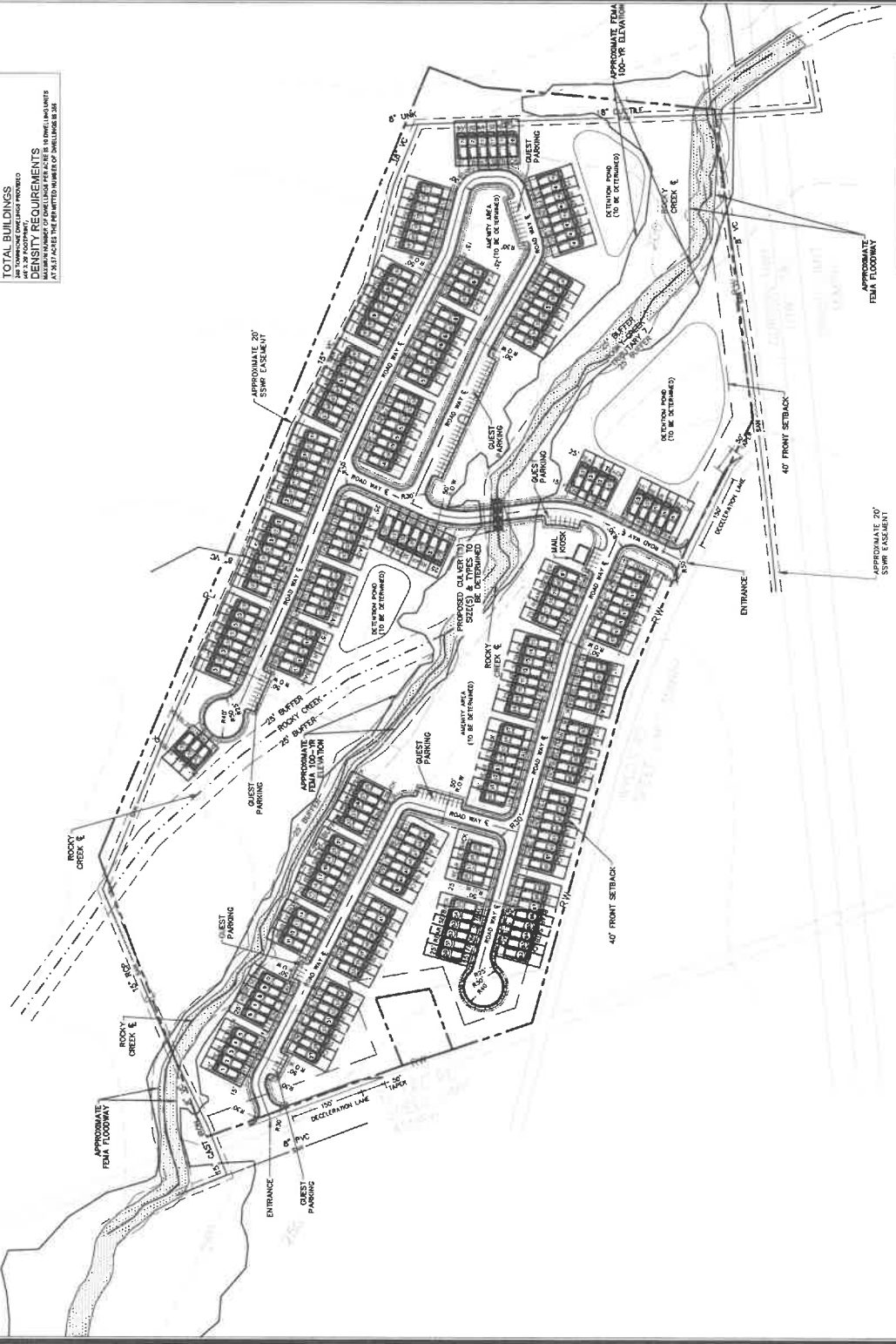
A handwritten signature in dark ink, appearing to read "Ryan D. Jones", with a stylized flourish at the end.

Ryan D. Jones, PE  
Hussey Gay Bell  
3100 Breckinridge Blvd, Bldg. 300  
Duluth, GA 30096  
770-923-1600  
rjones@husseygaybell.com

## **PROJECT INDEX MAP**

[illegible]

**ZONING**  
R-1C  
**TOTAL BUILDINGS**  
248 TOWNHOUSE DWELLINGS PROVIDED  
467 X 30' FOOTPRINT,  
MAXIMUM NUMBER OF DWELLINGS PER ACRE IS 15 DWELLING UNITS  
AT 30.71 ACRES THE PERMITTED NUMBER OF DWELLINGS IS 346



- NOTES:**
1. CURB CENTER LINE (BROWN) FROM PAVEMENT, ACTUAL
  2. SANITARY SEWER (RED) DEPTH 48" TO 60" (SEE CITY OF CHICAGO SANITARY SEWER ASSESSMENT ANNOTATING CITY COMPLETION, AN EXISTING IS ASSUMED TO BE IN PLACE, SANITARY LINES ARE NOT TO BE DELETED OR SHOWN WITHIN THE VARIOUS ONLY, LINES ARE NOT FIELD VERIFIED
  3. 50' PUBLIC ROW PROVIDED
  4. 1' CONC RETE CURB
  5. 2' LANDSCAPE STRIP PROVIDED BEHIND BACK OF CURB.
  6. 1' CONCRETE SIDEWALK PROVIDED
  7. DRIVEWAY EQUIPPED WITH A CURB-CURB LANE AND 1' WIDE DRIVEWAY
  8. PAVING WIDTH 20' MAX. BACKLAP OF CURB.




Planning Commission  
Z-24-03  
January 3, 2024

Multiple addresses  
on North Leg Road,  
Wyldes Road, and  
Gordon Highway

Aerial

Legend

 Subject Property

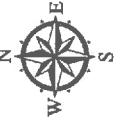


Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
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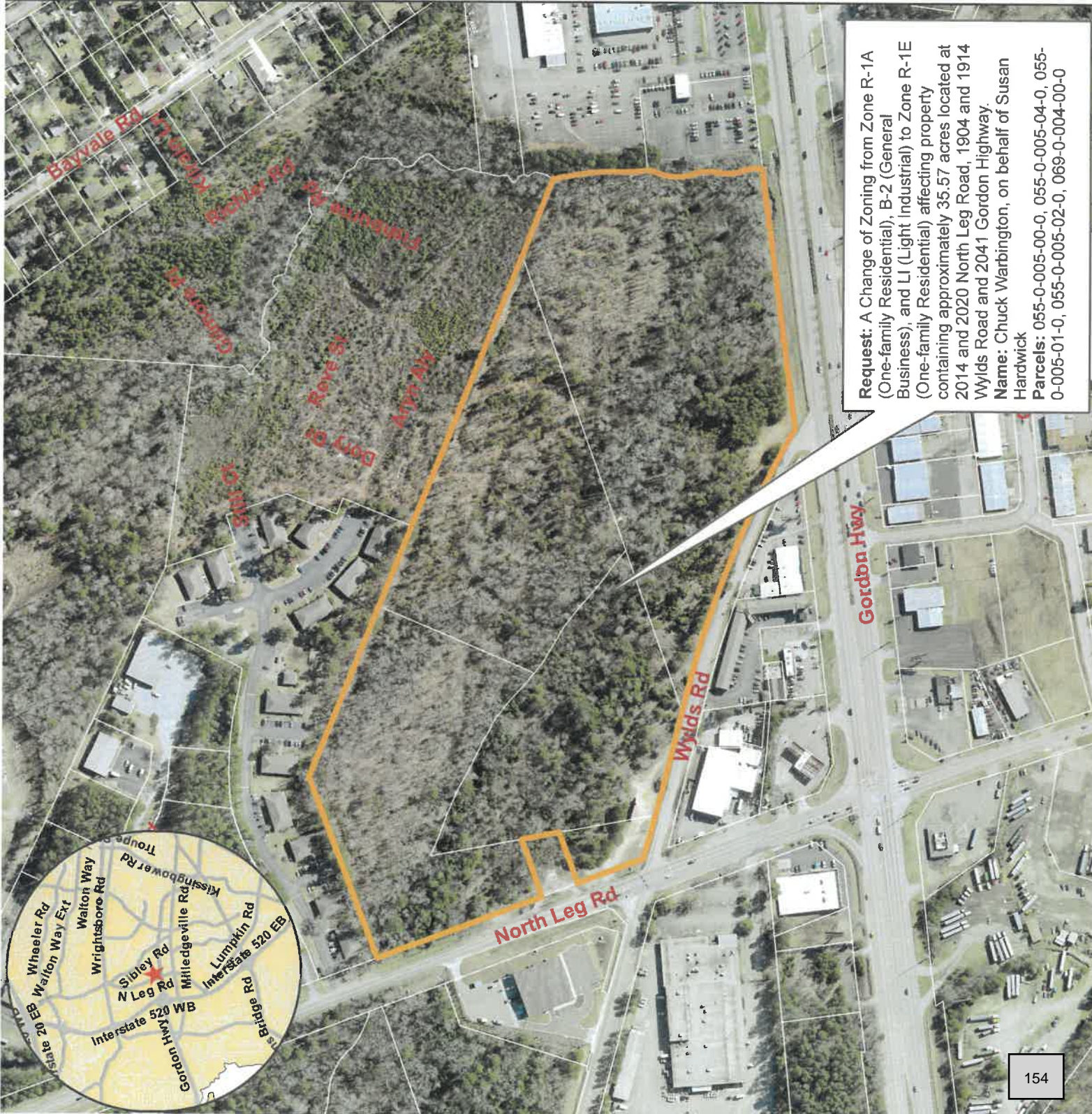
Augusta, GA Disclaimer

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Item 11.



0 400 Feet




**Request:** A Change of Zoning from Zone R-1A (One-family Residential), B-2 (General Business), and LI (Light Industrial) to Zone R-1E (One-family Residential) affecting property containing approximately 35.57 acres located at 2014 and 2020 North Leg Road, 1904 and 1914 Wylds Road and 2041 Gordon Highway  
**Name:** Chuck Warbington, on behalf of Susan Hardwick  
**Parcels:** 055-0-005-00-0, 055-0-005-04-0, 055-0-005-01-0, 055-0-005-02-0, 069-0-004-00-0



Multiple addresses  
on North Leg Road,  
Wylde Road, and  
Gordon Highway


Current Zoning


Legend


 Subject Property


Zoning Classification

 A: Agriculture

 B-2: General Business


 HI: Heavy Industry

 LI: Light Industry

 R-1A: One Family Residential

 R-2: Two Family Residential

 R-3B: Multiple-Family Residential

 R-MH: Manufactured Home Residential

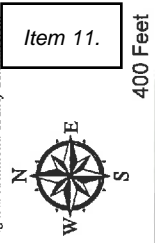
 Residential



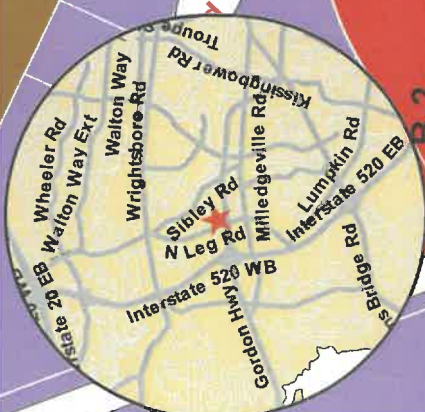
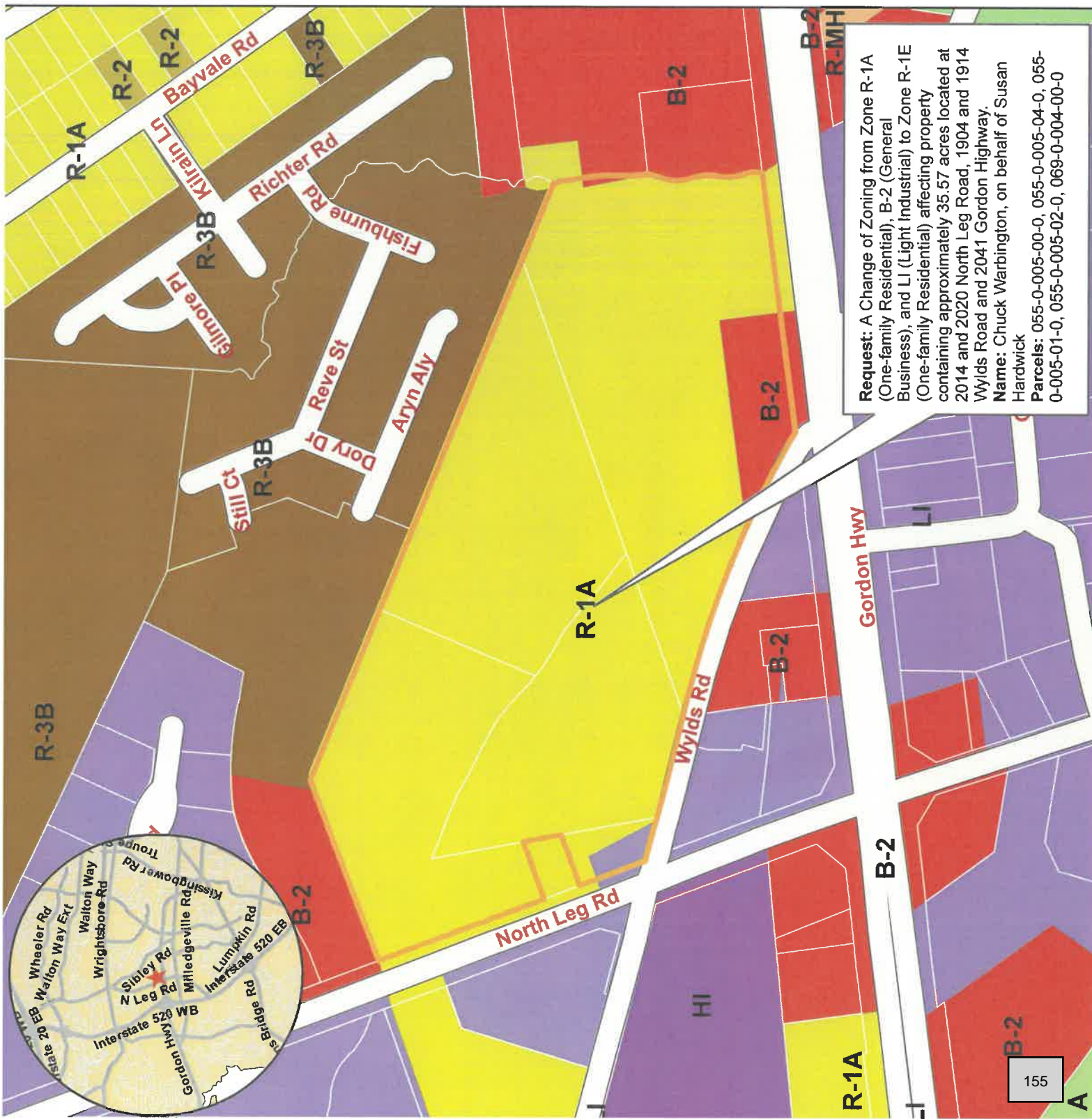
Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
12/18/2023 MH18072

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.



Item 11.






**Planning Commission  
Z-24-03  
January 3, 2024**

**Multiple addresses  
on North Leg Road,  
Wylde Road, and  
Gordon Highway**


**Future Zoning**


**Legend**

 Subject Property


**Zoning Classification**


 A: Agriculture

 B-2: General Business


 HI: Heavy Industry


 LI: Light Industry

 R-1A: One Family Residential

 R-2: Two Family Residential

 R-3B: Multiple-Family Residential

 Residential

 R-MH: Manufactured Home Residential

 R-1E: One Family Residential



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
12/18/2023 MH18072

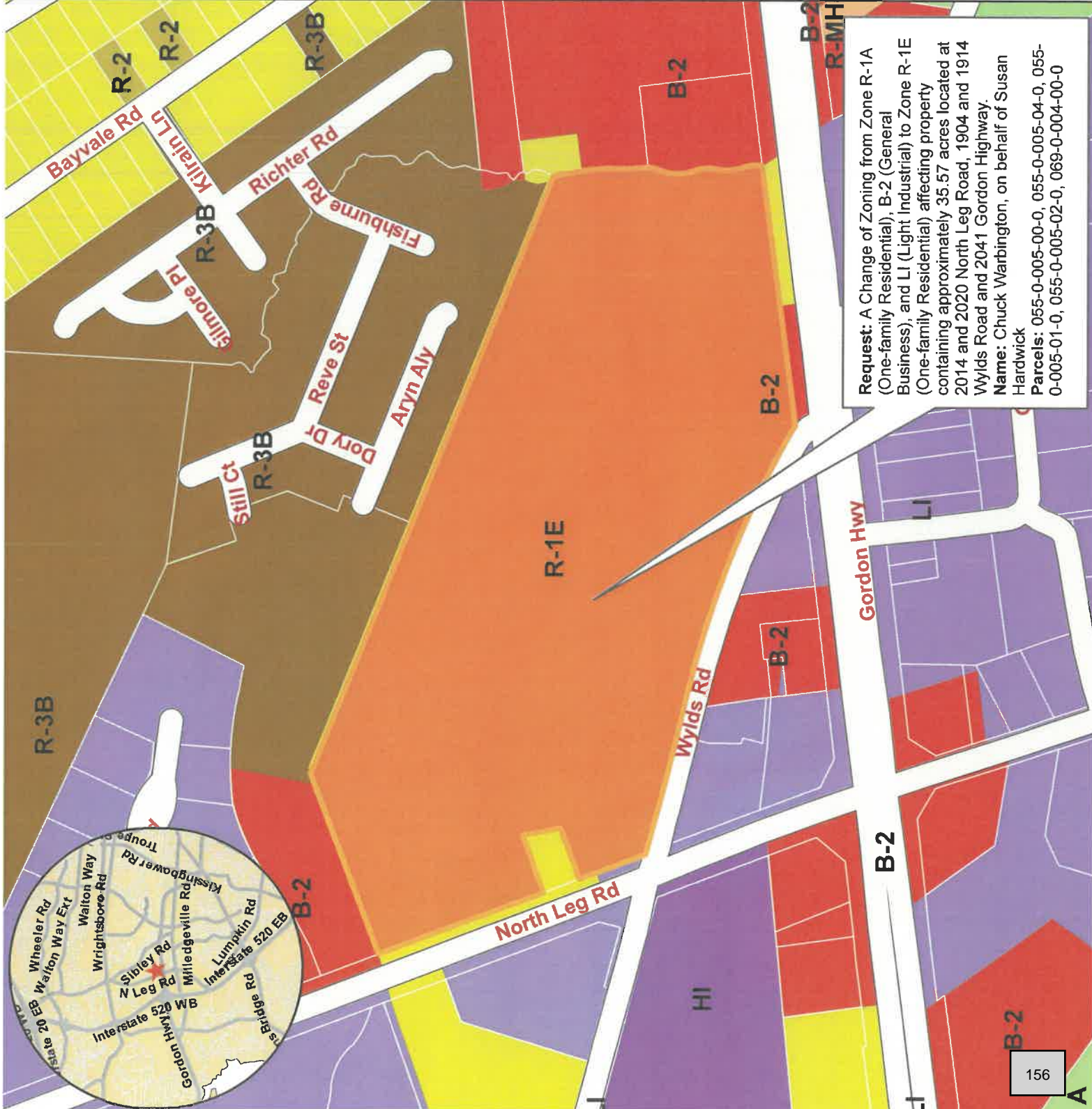
Augusta, GA Disclaimer

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Item 11.



0 400 Feet











## Commission Meeting

January 16, 2024

Alcohol Application

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director
<b>Caption:</b>	<b>Motion to approve New Ownership (Existing Location): A.N. 24-2:</b> A request by <b>Jason K. Shepherd</b> for an on-premises consumption <b>Liquor, Beer &amp; Wine</b> License to be used in connection with Fishbowl Lounge located at 2248 Lumpkin Rd. There will be <b>Dance</b> . District 5. Super District 9. <b>(Approved by Public Services Committee January 8, 2024)</b>
<b>Background:</b>	This is an Existing Location. Formerly in the name of Linda Eubanks.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a fee of \$4,660.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** A.N. 24-2

**Application Type:** On Premise Consumption Liquor, Beer, Wine & Dane

**Business Name:** Fishbowl Lounge

**Hearing Date:** January 9, 2024

**Report Prepared By:** Brian Kepner, Deputy Director Planning & Development

---

**Applicant:** Jason K. Shepherd

**Property Owner:** Bailey-Shelton, Inc

**Address of Property:** 2248 Lumpkin Rd

**Tax Parcel #:** 109-2-013-04-0

**Commission District:** District: 5 Super District: 9

**Background:** New Ownership (Existing Location)

---

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

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

**ADDITIONAL CONSIDERATIONS:**

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



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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$4,660.00

**RECOMMENDATION:**

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

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

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

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



### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business Fishbowl Lounge
2. Business Address 2248 Lumpkin Rd
3. City Augusta State GA Zip 30906
4. Business Phone (706) \_\_\_\_\_ Home Phone (706) 231-5981
5. Applicant Name and Address: Jason Kirk Shepherd  
3451 WAYSIDE DRIVE  
Augusta, GA 30906-5150
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant.  
Linda Eubanks
8. Business Location: Map & Parcel 109-2-013-04-0 Zoning \_\_\_\_\_
9. Location Manager(s) Sherman and Hamstreet  
Connie Wilson
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
☒ Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 11/01/2023
12. Mailing Address:  
Name of Business Fishbowl Lounge  
Attention Jason Shepherd  
Address 3451 WAYSIDE DR  
City/State/Zip Augusta, GA 30906-5150
13. Ownership Type: ☒ Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Taekie Whiteloes Hospitality LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Jason Shepherd</u>			<u>3451 WAYSIDE DR</u> <u>Augusta, GA 30906</u>	<u>100%</u>

15. What type of business will you operate in this location?
- ( ) Restaurant - Full ☒ Lounge ( ) Convenience Store  
( ) Restaurant - Limited ( ) Package Store ( ) Hybrid  
( ) Other: \_\_\_\_\_

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<u>X 3,75</u>	<u>X 635</u>	<u>X 635</u>	<u>X</u>	
Wholesale					

Total License Fee: \$ 4,445  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

16. Have you ever applied for an Alcohol Beverage License before: NO

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No  
If yes, give full details: \_\_\_\_\_

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. (X) Yes ( ) No  
If yes, give reason charged or held, date and place where charged and its disposition.

09/04/2007 DUI Richmond County  
02/01/2009 Marijuana Posses less than 1 oz. Columbia County

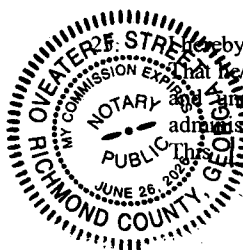
21. List owner or owners of building and property.  
Mike Shelton + Barber Bailey
22. List the name and other required information for each person, firm or corporation having any interest in the business. None

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

A) Church \_\_\_\_\_ C) School \_\_\_\_\_  
B) Library \_\_\_\_\_ D) Public Recreation \_\_\_\_\_

24. State of Georgia, Augusta-Richmond County, I, Jason K. Shepherd  
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.

Jason K. Shepherd  
Applicant Signature



I hereby certify that Jason K. Shepherd is personally known to be, that he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.

This 10 day of November, in the year 2023

O'Leary F. Street  
Notary Public

#### FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.



## Public Services Committee Meeting

January 9, 2024

Alcohol Application

<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Brian Kepner, Deputy Director
<b>Caption:</b>	<b>New Ownership (Existing Location):</b> A request by <b>Lanell Demmons</b> for an on-premises consumption <b>Beer &amp; Wine</b> License to be use in connection with Chuck E Cheese located at 3435 Wrightsboro Rd. There will be <b>Sunday Sales and Kids Arcade. District 5. Super District 9.</b>
<b>Background:</b>	This is a New Ownership.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a fee of \$2,660.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** A.N. 24-3

**Application Type:** On Premise Consumption Beer, Wine, Sunday Sales & Arcade

**Business Name:** Chuck E. Cheese

**Hearing Date:** January 9, 2024

**Report Prepared By:** Brian Kepner, Deputy Director Planning & Development

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**Applicant:** Lanell Demmons

**Property Owner:** Richmond Station, LLC

**Address of Property:** 3435 Wrightsboro Rd

**Tax Parcel #:** 041-1-018-04-0

**Commission District:** District: 5 Super District: 9

**Background:** New Ownership (Existing Location)

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

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

**ADDITIONAL CONSIDERATIONS:**

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

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$2,660.00

**RECOMMENDATION:**

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

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

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



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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year 2023 Alcohol Account Number \_\_\_\_\_

1. Name of Business Chuck E. Cheese
2. Business Address 3435 Wrightsboro Road
3. City Augusta State GA Zip 30909
4. Business Phone ( 706 ) 737-4559 Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: Lanell Demmons  
1112 Cedar St.  
Augusta, GA 30901
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant:  
CEC Entertainment, Inc.
8. Business Location: Map & Parcel \_\_\_\_\_ Zoning \_\_\_\_\_
9. Location Manager(s) LaNell Demmons, Manager
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(X) Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: \_\_\_\_\_
12. Mailing Address:  
Name of Business CEC Entertainment, LLC  
Attention Licensing Dept.  
Address 1707 Market Place Blvd., Ste. 200  
City/State/Zip Irving, TX 75063
13. Ownership Type: (x) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: CEC Entertainment, LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Please see attached				

15. What type of business will you operate in this location?  
( ) Restaurant - Full ( ) Lounge ( ) Convenience Store  
(x) Restaurant - Limited ( ) Package Store ( ) Hybrid  
( ) Other: ARCades & Games

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

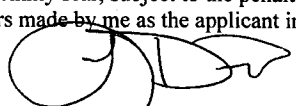
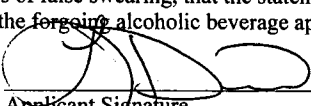
Total License Fee: \$ \_\_\_\_\_  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

16. Have you ever applied for an Alcohol Beverage License before: Yes

COPY

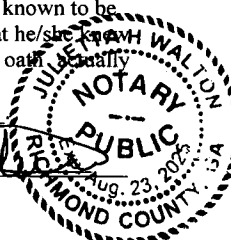
Item 13.



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. ( ) Yes (X) No  
If yes, give reason charged or held, date and place where charged and its disposition. \_\_\_\_\_
21. List owner or owners of building and property.  
Richmond Station LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.  
Please see attached
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  
A) Church \_\_\_\_\_ C) School \_\_\_\_\_  
B) Library \_\_\_\_\_ D) Public Recreation \_\_\_\_\_
24. State of Georgia, Augusta-Richmond County, I, LaNell Demmons  
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 LaNell Demmons is personally known to be  
That he/she signed his/her name to the foregoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath, truthfully administered by me, has sworn that said statements and answers are true.  
This 25 day of October, in the year 23

Applicant Signature

Notary Public



FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			





## Commission Meeting

January 16, 2024

### Massage Operator's License

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<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Brian Kepner, Deputy Director
<b>Caption:</b>	<b>Discussion:</b> A request by <b>Catrina E. Anderson</b> for a <b>Massage Operator's License</b> to be used in connection with Beyond Body Massage located at 1835 Central Ave. District 1. Super District 9. <b>(Approved by Public Services Committee January 8, 2024)</b>
<b>Background:</b>	This is a New Location.
<b>Analysis:</b>	The applicant meets the requirements of The City of Augusta's Massage Therapy Ordinance.
<b>Financial Impact:</b>	The applicant will pay a fee of \$120.00 application fee and a fee based on Gross Revenue.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** Discussion

**Application Type:** Massage Operators License

**Business Name:** Beyond Body Massage LLC

**Hearing Date:** January 9, 2024

**Report Prepared By:** Brian Kepner, Deputy Director Planning & Development

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**Applicant:** *Catrina E. Anderson*

**Property Owner:** Crumrine II LLC

**Address of Property:** 1835 Central Ave

**Tax Parcel #:** 045-3-044-00-0

**Commission District:** District: 1 Super District: 9

**Background:** This is New Location

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**ANALYSIS:** Location restrictions:

- **Zoning:** B-1 (Neighborhood Business)

**LICENSE REQUIRED:**

- 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 customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person, employed or otherwise engaged by a massage therapy business to perform massage therapy on members of the public shall, prior to engaging in such activity, have in such person's possession, a then current massage therapy license issued by the Augusta-Richmond County Commission. A licensee holding a massage therapy 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, but which sends a massage therapist into Augusta 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: § 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 a criminal background
- 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 years prior to filing date of 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 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 the Augusta Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted

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

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

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

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

COPY

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

- 1) Full Name of Applicant: Catrina Elaine Anderson
- 2) Home Address: 529 Goldman St. N. Augusta, SC 29841
- 3) Telephone #: \_\_\_\_\_ 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: \_\_\_\_\_  
Beyond Body massage LLC
- 5) Business Address: 1835 Central Ave. Augusta, Ga 30904
- 6) Business Telephone: 803- \_\_\_\_\_
- 7) Position of Applicant in Business: Owner / Massage Therapist
- 8) Other names used by applicant: maiden name, names used in former marriages, alias, stage name and/or nicknames \_\_\_\_\_
- 9) Place of Birth: Augusta, Ga U.S. Citizen ☒ yes ( ) no
- Naturalized: \_\_\_\_\_ Date, Place and Court: \_\_\_\_\_
- Certification No: \_\_\_\_\_
- 10) Martial Status: ( ) Married ( ) Divorced ( ) Separated ( ) Widowed ☒ Single
- 11) If married, divorced, or widowed, complete the information requested below.
- Full name of spouse: \_\_\_\_\_ SS# \_\_\_\_\_
- 12) Applicants: Height: 5ft 3in Weight: 220 Age: 38
- Color Hair: Brown/Black Color Eyes: Brown

13) Employment Records: (Give most recent experience first. If self-employed, give details)

From		To		Occupation and Description of Duties Performed	Salaries Received	Employees	State	Reason for Leaving
Month	Year	Month	Year					
Jan	22	Dec	23	Massage Therapy		So. Himalayas Salt Cave	GA	Still employed
Apr.	21	Jan	22	Massage Therapy		Salon	GA	Started another job
Mar.	15	Apr	21	Massage Therapy		Massage Envy	GA	Started another job
Nov	14	Mar.	15	Res holder Sales Associate		Tween Brands	GA	Started Massage Envy
Feb	14	Nov.	14	Massage Therapy		Massage Envy	GA	Move or back



copy

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

From		Street	City	State
Month	Year			
March	2015	529 Goldman St.	N. Augusta	SC
December	2010	5000 Westminster Way	Camden	SC
November	1983	529 Goldman St.	N. Augusta	SC

15) References: Give three personal references, not relatives, former employers, fellow employees, or school teachers, who are responsible, reputable, adults, business or professional men or women, who have known you well during the past five years. (Name, residence, business, address, and number of years known).

Alexi Edwards tax preparer, Augusta Ga 5 years  
Latrika Mahley Hair Stylist, N. Augusta, SC 10+ years  
Porchelle Beal, Salon owner, Augusta, 10 years 1833 central Ave Augusta Ga

16) Military service: (Serial numbers, branch of service, period of service, type of discharge)

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county, or municipal law, regulation or ordinance? (Do not include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition. NID

18) Attach two (2) copies of driver's license and or picture I.D. to application.

Note: Before signing this statement, check all answers and explanations to see that you have answered all questions correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herein.

#### VERIFICATION

State of Georgia Richmond County

Catrina Anderson do solemnly swear, subject to the penalties of false swearing that the statements and answers made by me as the applicant in the forgoing personnel statement are true.

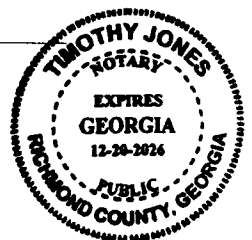
Catrina Anderson  
Applicant's signature (Full name in ink)

I hereby certify that Catrina Anderson  
(the above signed person) is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made therein, and, under oath.

This 4 day of December in the year 2023

[Signature]  
Notary Public

Sheriff Department Approval \_\_\_\_\_ Disapproval \_\_\_\_\_





## Commission Meeting

January 16, 2024

Slumlords

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> tasking the Administrator with organizing a tour in the next 60 days of various neighborhoods such as Harrisburg, Laney-Walker and other areas that commissioners may suggest and that commissioners, representatives from Code Enforcement and Engineering Department, the Fire Chief, officials in Magistrate Court and anyone else deemed necessary to be there to see the bad conditions of where people are living in the properties owned by slumlords and absentee property owners throughout the county. <b>(Approved by Public Services Committee January 8, 2024)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

---

**From:** Commissioner Jordan Johnson  
**Sent:** Tuesday, January 2, 2024 8:33 AM  
**To:** Lena Bonner  
**Cc:** Natasha L. McFarley; Nancy Morawski  
**Subject:** Committee Agenda Request

Good Morning and Happy New Year!

Will you add to the appropriate committee agenda, "Discuss slumlords and the possible creation of an ordinance"

Thank You,

Jordan Johnson  
Augusta Commission, District 1  
*Finance Committee - Chair*  
*Administrative Services Committee - Member*  
*Liasion to the Richmond County School System*  
706-564-9356  
augustaga.gov

*"Speak up for those who cannot speak for themselves, for the rights of all who are destitute.  
Speak up and judge fairly; defend the rights of the poor and needy."  
- Proverbs 31:8-9*

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AED:104.1



## Commission Meeting

January 16, 2024

### Setting Qualifying Fees

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<b>Department:</b>	Board of Elections
<b>Presenter:</b>	W. Travis Doss, Jr.
<b>Caption:</b>	Approve setting the qualifying fees for the local elected offices for 2024 Elections ( <b>Approved by Administrative Services Committee January 8, 2024</b> )
<b>Background:</b>	O.C.G.A. 21-2-131(a)(1) requires that the governing authorize must set the qualifying fee by February 1 of each election year.
<b>Analysis:</b>	Setting the qualifying fees are required by law
<b>Financial Impact:</b>	Minimum cost for legal add
<b>Alternatives:</b>	None
<b>Recommendation:</b>	Approve the setting of the qualifying fees
<b>Funds are available in the following accounts:</b>	101-01-4110 52.33111

**REVIEWED AND**  
**APPROVED BY:**



NOTICE TO THE RESIDENTS OF  
AUGUSTA-RICHMOND COUNTY, GEORGIA

Item 16.

YOU are hereby notified that, pursuant to O.C.G.A. 21-2-131(a)(1), the qualifying fees for the various local offices appearing on the 2024 Election ballot have been set by the Augusta-Richmond County Commission as follows:

Partisan Offices:

Office	Qual Fee
Probate Court	\$3,021.66
Clerk of Court	3,021.66
Sheriff	3,097.99
Tax Commissioner	3,021.66
Coroner	3,150.00
Presiding Judge, Civil and Magistrate Court	4,050.00
Solicitor General of State Court	2,910.00

Non Partisan Offices:

Judge of the State Court	5,133.60
McIntyre and Hunter	
Civil Court Marshal	3,455.75
Augusta Commission Districts 1, 3, 5, 7, and 9	360.00
Board of Education Districts 1, 4, 5, 8, and 10	100.00

The qualifying period for all offices except for Board of Education will commence on Monday, March 4, 2024 at 9:00 AM and will end on Friday, March 8, 2024 at 12:00 Noon. The qualifying period for Board of Education will open on Monday, August 19, 2024 at 9:00 AM and will close on Friday, August 23, 2024 at 12:00 Noon. Qualifying for all partisan offices will be conducted by the respective parties at a location to be announced. Qualifying for all nonpartisan offices will be conducted by the Board of Elections at the Main Office located at 535 Telfair Street, Suite 500, Augusta, Georgia.

This 25<sup>th</sup> of January, 2024.

wtdj/s  
W. Travis Doss, Jr., Executive Director  
for the Board of Elections, Superintendent

Publish Date: January 25, 2024



## Commission Meeting

January 16, 2024

AO Holland and Knight 2024

<b>Department:</b>	Administrator's Office
<b>Presenter:</b>	Takiyah A. Douse, Interim Administrator
<b>Caption:</b>	Motion to approve a contract with Holland & Knight LLP for State Lobbying and Legislative Representation Services (22-300) for a total not to exceed \$102,000.00 for 2024. <b>(Approved by Administrative Services Committee January 8, 2024)</b>
<b>Background:</b>	The original price proposal and contract was approved by the Commission on December 13, 2021.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## AGREEMENT FOR PROFESSIONAL SERVICES

### AUGUSTA, GEORGIA CONSOLIDATED

### GOVERNMENT, GEORGIA

THIS AGREEMENT made as of this day of , 20 , (hereinafter called the "execution date") by and between AUGUSTA, GEORGIA CONSOLIDATED GOVERNMENT, a political subdivision of the State of Georgia (hereinafter referred to as the "City"), and **Holland & Knight**, a Limited Liability Partnership (LLP) organized and existing under the laws of the State of Georgia, with offices in Atlanta, GA (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall provide **State Lobbying and Legislative Representation Services** in Augusta, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the City and the Contractor hereby agree as follows:

#### **ARTICLE I. CONTRACT TERM**

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A. §36-60-13, this Contract shall (i) terminate without further obligation on the part of the City each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2024, unless extended by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract.

#### **ARTICLE III. PAYMENT**

As full payment for the faithful performance of this Contract, the City shall pay the Contractor, the Contract Price, which is an amount not to exceed **One Hundred and Two Thousand Dollars (\$102,000.00)** per year. Amounts paid to the Contractor shall comply with and not exceed **Attachment A**, the Contractor's Cost Proposal, consisting of one page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

Original invoice(s) must be submitted to:  
Finance Department  
535 Telfair St Suite 801  
Augusta, Georgia 30901  
Attention: A/P

## **ARTICLE IV. SCOPE OF WORK**

The Contractor agrees to provide all scope of services in accordance with the City's **Request for Proposals (RFP) No. 22-300 for State Lobbying and Legislative Representation Services**, attached hereto as **Appendix I** and incorporated herein by reference, and the Contractor's response thereto, attached hereto as **Appendix II** and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the City. Specific Work Authorizations will have precedence over any interpretation within the Contract.

## **ARTICLE V. GENERAL CONDITIONS**

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the City. The Contractor agrees that the City may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the City on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.



The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the City. If the City consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the City and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the City. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

The Contractor may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Contractor, elect to terminate the Contract by delivering to the City, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to City at least sixty (60) days prior to the effective date of termination.

**Failure to Perform/ Breach of Contract:** In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five

(5) days after such notice to cure said failure or non-compliance.

In the event of breach of contract by the City, Contractor may terminate this contract under the Termination for Cause clause. Provided, that Contractor shall provide written notice to the City of said breach and City shall have five (5) days after such notice to cure said breach.

**H. Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the negligent Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all liabilities claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) to the extent caused by or sustained in connection with the negligent performance of this Contract or by conditions created thereby or arising out of or any way connected with negligent Work performed under this Contract, the defense of any and all claims, litigation, and actions suffered through any negligent act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's sole negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the negligent performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract. This indemnification agreement shall not apply to injury, damage, loss, charge, or expense for which payment is available under the Contractor's professional liability insurance policies.

**I. Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor.

Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the City covering:

- (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
  - (1) Employer's liability insurance by accident, each accident \$1,000,000
  - (2) Employer's liability insurance by disease, policy limit \$1,000,000
  - (3) Employer's liability insurance by disease, each employee \$1,000,000
- (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
- (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence

\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance and professional liability insurance with no cross suits exclusion (except for professional liability insurance). The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the City.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages

specified here or the joint venture will be a named insured under each respective policy specified.

Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be issued to :
- (f)

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

- 3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance. Contractor agrees to waive all rights of subrogation and other rights of recovery against the City and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 5. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- 6. The non-professional liability insurance Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to the City (except ten (10) days for non-payment of premium). Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance and professional liability insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to



consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in Augusta, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Augusta, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees hired in the state of Georgia or hired to perform services on this Contract. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment C**. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

M. **City Representative** The City may designate a representative through whom the Contractor will contact the City. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the City. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the City and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the City.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid City or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the City's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. **Sole Agreement** This Contract constitutes the sole contract between the City and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties

unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the City as provided by law or in this Contract.

R. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference:

Attachment A:	Cost Proposal (2 Pages)
Attachment B:	Augusta's Attachment "B" and S.A.V.E. (Pages 7-9)
Attachment E:	Proposal Cover Sheet
Attachment F:	Sample Contract
Attachment G:	Certificate Of Corporate Resolution
Attachment H:	Exceptions to the Standard City Contract, if any
Attachment I:	Lobbyist State Registration
Appendix I	City's RFP
Appendix II	Contractor's Response

S. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the City Administrator, Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work

site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the City's Executive Assistant or by the City to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested.

Such notices will be addressed as follows:

**If to the City:**

City Administrator  
535 Telfair Street Suite 900  
Augusta, Georgia 30901

and

With a copy to:

Procurement Director  
Department of Procurement  
535 Telfair Street Suite 605  
Augusta, Georgia 30901

**If to the Contractor:**

\_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_

U. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the City's RFP; and the Contractor's Response thereto.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

CONSULTANT

AUGUSTA, GEORGIA (CITY)

By:  (SEAL)

Signature

Marci Rubensohn

Name (Typed or Printed)

Senior Policy Advisor

Title

59-0663819

Federal Tax I.D. Number

12/10/2021

Date

ATTEST: 

Signature

Cynthia A. Pettit

Name (Typed or Printed)


Title

By: 

Printed Name: Mayor, Hardy Davis, Jr

Date

ATTEST:

  
LENA BONNER, CCC  
Clerk of the Board of Commissioners of  
Augusta, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

City Attorney Signature



**ATTACHMENT A**  
**Cost Proposal – (2 Pages)**

# ATTACHMENT A COST PROPOSAL FORM

## NEGOTIATED COST PROPOSAL

(Consisting of two (2) pages)

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with

Augusta, Georgia according to the Request for Proposal documents.

marcia rubenshyn

Print Name of Authorized Signer

1180 West Peachtree St

Business Entity Street Address Suite 1800

Senior Policy Advisor

Title of Authorized Signer

Atlanta GA 30309

Business Entity City, State and Zip Code



Authorized Signature

(404) 817 8552

Contact Person's Phone Number

Holland & Knight

Name of Business Entity Submitting Bid

Contact Person's Fax Number

Atlanta

Business Entity City

marc.rubenshyn@hklaw.com

Contact Person's E-Mail Address

**NEGOTIATED COST PROPOSAL**  
**22-300 State Lobbying and Legislative Representation Services**  
**Page 2 of 2**

State a **FIRM FIXED LUMP SUM** that includes all direct and indirect costs as well as all things necessary to State advisory services.

**DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.**

State Legislative Lobbying Services

	Hourly Rate <i>monthly</i>	Estimated Total Project Hours	Total Project Cost
Year One (1)	8,500		102,000
Year Two (2)	8,500		102,000
Year Three (3)	8,500		102,000
<b>Total</b>			306,000

**THIS RFP AND THE RESULTING CONTRACT ARE CONTINGENT UPON-  
 AVAILABLE FUNDING.**

## **ATTACHMENT B**

**Contractor Affidavit and Agreement:**  
**Augusta's Attachment "B" and S.A.V.E. Program (Pages 7-9)**





PAGE 1 OF 2

**Attachment B****You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department  
**ATTN: Procurement Director**  
 535 Telfair Street, Suite 605  
 Augusta, Georgia 30901

Note: We do not have a business license in the State of Georgia but we are registered and our Georgia LLP number is K701659. We will obtain one in Richmond County if awarded.

Name of Proponent: Holland & Knight LLP

Street Address: 1180 West Peachtree Street NW, Suite 1800

City, State, Zip Code: Atlanta, GA 30309

Phone: 404.817.8500 Fax: 404.881.0470 Email: marci.rubensohn@hklaw.com

Do You Have A Business License? Yes:        No: X N/A

Augusta, GA Business License # for your Company (Must Provide):       

And/or Your State/Local Business License # for your Company (Must Provide):        N/A

Utility Contractors License # (Must Provide if applicable): N/A MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): N/A

Additional Specialty License # (Must Provide if applicable): N/A

**NOTE:** Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: N/A

**Acknowledgement of Addenda:** (#1)       ; (#2)       ; (#3)       ; (#4)       ; (#5)       ; (#6)       ; (#7)       ; (#8)       ;

**NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE**

**Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

**Non-Collusion of Prime Proponent**

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Rev. 4/09/21

RFP 22-300 State Lobbying and Legislative Representation Services  
 RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.  
 Page 7 of 64

**Conflict of Interest**

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and

2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

**Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)**

**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 \$2,495 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.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify® User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or [http://www.doi.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.doi.state.ga.us/pdf/rules/300_10_1.pdf)

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,495.00

Date of Authorization

**\*\* (E-Verify Number)** 166390

11/21/2008

Holland & Knight LLP

State Lobbying and Legislative Representation Services/RFP Item  
#22-300

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on November, 30, 2021 in Washington, DC (City), District of Columbia (State).

*[Signature]*

Marci Rubensohn, Senior Policy Advisor

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30<sup>th</sup> DAY OF November, 2021

*[Signature]*  
Notary Public

October 14, 2024  
My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

RFP 22-300 State Lobbying and Legislative Representation Services  
RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.  
Page 8 of 64



**You Must Complete and Return with Your Submittal. Document Must Be Notarized**

### **Systematic Alien Verification for Entitlements (SAVE) Program**

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

RFP Item #22-300; State Lobbying and Legislative Representation Services

*[RFP Project Number and Project Name]*

Marci Rubensohn, Senior Policy Advisor

*[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]*

Holland & Knight LLP

*[Print/Type: Name of business, corporation, partnership, or other private entity]*

1.)   X   I am a citizen of the United States.

**OR**

2.)            I am a legal permanent resident 18 years of age or older.

**OR**

3.)            I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.**

Signature of Applicant

Marci Rubensohn

Printed Name

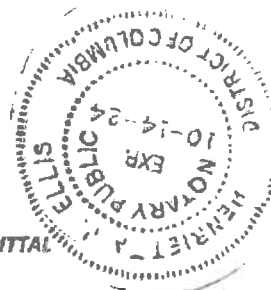
\* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30<sup>th</sup> DAY OF November 2021

Henrietta J. Ellis  
Notary Public

My Commission Expires: October 14, 2024

NOTARY SEAL



**Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

REV. 2/17/2016

RFP 22-300 State Lobbying and Legislative Representation Services  
RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.  
Page 9 of 64


**ATTACHMENT G**  
**CERTIFICATE OF AUTHORITY**  
**(3 Pages)**



***CERTIFICATE OF AUTHORITY***

I hereby certify that, pursuant to the attached excerpts from the Holland & Knight LLP ("H&K") Amended and Restated Partnership Agreement effective July 31, 2021 ("Partnership Agreement"), Robert Highsmith, currently a Partner of H&K, is an authorized signatory to enter into and execute H&K's response to Augusta, Georgia Consolidated Government, Request For Proposals, RFP #22-300, State Lobbying and Legislative Representative Services, and to execute on behalf of H&K any agreement resulting from that negotiation.

IN WITNESS WHEREOF, this certificate has been executed by:

By:   
\_\_\_\_\_  
Crystal J. Adkins  
Partner and Deputy General Counsel

Dated: December 1, 2021

**Excerpts from  
AMENDED AND RESTATED PARTNERSHIP AGREEMENT  
OF**

**HOLLAND & KNIGHT LLP  
EFFECTIVE AS OF JULY 31, 2021**

**ARTICLE I  
DEFINITIONS, ACCOUNTING TERMS AND CONSTRUCTION**

**Section 1.1 Definitions.** Capitalized words and phrases used in this Agreement and not otherwise defined have the following meanings:

*“Ordinary Course of Practice”* means the usual and customary activities of a Partner in rendering, managing, and administering legal services to Clients, in developing new Client relationships for the Firm, and otherwise in performing the usual and customary duties and responsibilities incident to the practice of law, including executing engagement instruments on behalf of the Firm.

**ARTICLE V  
PROFESSIONAL RESPONSIBILITY AND CONDUCT OF PARTNERS**

**Section 5.6 Relations of Partners to Persons Dealing with the Firm.** Subject to the restrictions in Section 5.7, each Partner shall have the authority to act in the Ordinary Course of Practice. Action taken by a Partner that is in the Ordinary Course of Practice shall bind the Firm, unless the Partner was not authorized to take such action and the person with whom such Partner was dealing knew or had received notice that such Partner was not authorized to take such action. Action taken by a Partner that is not in the Ordinary Course of Practice shall not bind the Firm, unless either (i) the Managing Partner or the Directors Committee, acting within their respective spheres of authority (as provided in this Agreement), has authorized the Partner to take such action, or (ii) such action is specifically authorized in this Agreement.

**5.7 Restriction on Activities of Partners.**

(a) A Partner shall not engage in the practice of law or any Related Activity, except on behalf of the Firm.

(b) A Partner shall not undertake a civic, professional, or eleemosynary responsibility or activity if the Managing Partner determines that such activity is inconsistent with the best interests of the Firm.

(c) A Partner shall not undertake or continue a legal representation or other engagement by the Firm if the Managing Partner determines that such representation is inconsistent with the best interests of the Firm.

(d) A Partner shall not be a passive investor in any enterprise if (i) such enterprise is known by the Partner to be engaged in any illegal business or to be conducting a legal business in a manner that violates the criminal laws, (ii) the Managing Partner determines that such Partner's passive investment in such enterprise would (A) adversely affect or diminish the business reputation of the Firm, (B) create a conflict of interest for the Firm under the applicable rules of professional conduct or responsibility, or (C) create a business conflict of interest that is inconsistent with the best interests of the Firm, or (iii) the Managing Partner determines that the

Partner's passive investment in such enterprise would impair the ability of the Partner to exercise independent professional judgment on behalf of Clients.

(e) A Partner shall not invest, directly or indirectly, in Clients, vendors, or contractors of the Firm, except in compliance with the policies of the Firm adopted by the Directors Committee.

(f) A Partner shall not be engaged actively in the conduct of any business activity that would impair the Partner's ability to engage in the full-time practice of law, except to the extent permitted by the Managing Partner (i) in accordance with general policy adopted by the Directors Committee, or (ii) as otherwise consistent with the best interests of the Firm.

(g) A Partner shall not engage in any business or activity that the Managing Partner reasonably determines is inconsistent with the best interests of the Firm or inconsistent with general policy adopted by the Directors Committee.

(h) A Partner shall not be a candidate for, or serve in, an elected public office, except in compliance with the policies of the Firm adopted by the Directors Committee.

**ATTACHMENT H**  
**EXCEPTIONS TO CONTRACT**



## CRITERIA FOR EVALUATION

### ATTACHMENT F SAMPLE CITY CONTRACT

#### ARTICLE V. GENERAL CONDITIONS

**G. Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

**The Contractor may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Contractor, elect to terminate the Contract by delivering to the City, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to City at least thirty (30) days prior to the effective date of termination.**

*Holland & Knight seeks the mutual right to terminate an engagement. Accordingly, we request modification as shown above.*

**Failure to Perform/ Breach of Contract:** In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance.

**In the event of breach of contract by the City, Contractor may terminate this contract under the Termination for Cause clause. Provided, that Contractor shall provide written notice to the City of said breach and City shall have five (5) days after such notice to cure said breach.**

*Holland & Knight seeks the mutual right to terminate an engagement. Accordingly, we request modification as shown above.*

**H. Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the **negligent** Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all **liabilities** ~~claims or actions~~ based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) **to the extent** caused by or sustained in connection with the **negligent** performance of this Contract or by conditions created thereby or arising out of or any way connected with **negligent** Work performed under this Contract, ~~as well as all expenses incidental to the defense of any such claims, litigation, and actions.~~ Furthermore, Contractor shall assume ~~and pay for, without cost to the City Indemnitees,~~ the defense of any and all claims, litigation, and actions suffered through any **negligent** act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's **sole** negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the **negligent** performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all ~~claims,~~ loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract. **This indemnification agreement shall not apply to injury, damage, loss, charge, or expense for which payment is available under the Contractor's professional liability insurance policies.**

*Holland & Knight seeks to line indemnification provisions up with our insurance coverage. Accordingly, we request modification as shown above.*

## I. Insurance

### 2. Additional Insured Requirement:

(a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance **and professional liability insurance** with no cross suits exclusion **(except for professional liability insurance)**. The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

*H&K is prohibited by its professional liability insurance underwriters from naming a client as an additional insured. H&K's professional liability insurance policy excludes coverage for a claim by one insured against another insured. As such we request modifications as shown above.*

Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

*Holland & Knight does not provide bonds in the event requested.*

6. **The non-professional liability insurance** Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least **sixty (60) thirty (30)** days prior written notice to the City **(except ten (10) days for non-payment of premium)**. Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance **and professional liability insurance**) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

*Neither the firm's professional liability insurance policy nor the Acord form used by its brokers for certificates of insurance can be endorsed to provide 60 days written notice to the City prior to any cancellation or non renewal. In the highly unlikely event H&K's professional liability insurance were cancelled or non renewed, H&K would promptly notify its clients. Notice is not available for changes to the firm's professional liability insurance, but it is unlikely there would be any change that would adversely affect the City. As stated above, H&K is prohibited by its underwriters from naming a client as an additional insured.*

*Per our insurance brokers: Thirty days written notice is standard. Accordingly, we request modification as shown above.*

7. If the City shall so request, the Contractor will furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

*Holland & Knight does not provide copies of our insurance policies outside of the firm.*

#### **L. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization**

Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and subsubcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees **hired in the state of Georgia or hired to perform services on this Contract**. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment C**. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each subsubcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed subsubcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

*We do e-Verify in Georgia as we are required to by law (we are also required to do so in North Carolina). We are not required to do so under the laws of any other state in which we maintain an office. We cannot agree to this requirement as written, but could agree if the City will accept the language proposed above.*



**ATTACHMENT I**  
**Lobbyist State Registration**  
**(3 Pages)**

**Georgia Lobbyist State Registration**

Below is information about our lobbyists' registration:

**Marci Rubensohn:** Lobbyist ID # L20051397

**Robert Highsmith:** Lobbyist ID# L20051064

# GEORGIA GOVERNMENT TRANSPARENCY AND CAMPAIGN FINANCE COMMISSION

Formerly known as the State Ethics Commission

## Search Lobbyist

By Name  
By Group  
By Expenditures  
Lobbyist Roster

## Search Other Report

Business Transaction Reports  
Campaign Reports  
Personal Financial Reports & Affidavits  
Lobbyist Reports  
Late/Non-Filer Reports  
Vendor Gifts Reports  
CFC Main Search

[CFC Home Page](#)

## LOBBYIST REGISTRATION AND DISCLOSURE REPORTS

**Name:** MARCIA RUBENSOHN  
**FilerID:** L20051397  
**Address:** HOLLAND & KNIGHT  
1180 WEST PEACHTREE STREET, SUITE  
1800  
**City/State/Zip:** ATLANTA, GA 30309  
**Telephone:** (678) 576 - 4876



Year	Date Registered	First Name on Badge
2021	12/2/2020	MARCIA
2020	12/3/2019	MARCIA
2019	12/10/2018	MARCIA
2018	12/11/2017	MARCIA
2017	12/8/2016	MARCIA
2016	12/16/2015	MARCIA
2015	12/15/2014	MARCIA
2014	1/2/2014	MARCIA
2013	12/18/2012	MARCIA
2012	12/1/2011	MARCIA
2011	12/29/2010	MARCIA
2010	12/16/2009	MARCIA
2009	12/17/2008	MARCIA
2008	12/19/2007	MARCIA
2007	12/15/2006	MARCIA
2006	12/19/2005	MARCIA

☒ LOBBYIST GROUP INFORMATION (Click to Expand Information)

☒ LOBBYIST REPORT INFORMATION (Click to Expand Information)

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# GEORGIA GOVERNMENT TRANSPARENCY AND CAMPAIGN FINANCE COMMISSION

Formerly known as the State Ethics Commission

## Search Lobbyist

By Name  
By Group  
By Expenditures  
Lobbyist Roster

## Search Other Report

Business Transaction Reports  
Campaign Reports  
Personal Financial Reports &  
Affidavits  
Lobbyist Reports  
Late/Non-Filer Reports  
Vendor Gifts Reports  
CFC Main Search

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## LOBBYIST REGISTRATION AND DISCLOSURE REPORTS

Name: **ROBERT S. HIGHSMITH**  
FilerID: L20051064  
Address: 1180 WEST PEACHTREE STREET  
SUITE 1800  
City/State/Zip: ATLANTA , GA 30309  
Telephone: (404) 817 - 8500



Year	Date Registered	First Name on Badge
2021	1/27/2021	ROBERT
2020	1/5/2020	ROBERT
2019	1/11/2019	ROBERT
2018	1/3/2018	ROBERT
2017	12/1/2016	ROBERT
2016	12/15/2015	ROBERT
2015	12/18/2014	ROBERT
2014	1/7/2014	ROBERT
2013	1/7/2013	ROBERT
2012	12/6/2011	ROBERT
2011	1/5/2011	ROBERT
2010	1/4/2010	ROBERT
2009	1/7/2009	ROBERT
2008	12/31/2007	ROBERT
2007	1/5/2007	ROBERT
2006	12/15/2005	ROBERT

☒ LOBBYIST GROUP INFORMATION (Click to Expand Information)

☒ LOBBYIST REPORT INFORMATION (Click to Expand Information)

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## **APPENDIX**

### **I**

**The City's Request for Proposals (RFP) No. 22 -300**



## Request for Proposals

RFP Item #22-300

### State Lobbying and Legislative Representation Services

*for*

Augusta, Georgia – Administrator's Office

**RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.**

#### Until further notice

**All bid openings, conferences and evaluation meetings  
will be conducted by electronic teleconferencing via ZOOM.  
Instructions are enclosed.**

***Sec. 1-10-50. Sealed bids selection method:***

***Bid acceptance and bid evaluation. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.***

***It Is The Responsibility Of The Vendor To Ensure Their Bid Submittal  
Is Received By The Time Specified Above.***

***One Original and Seven (7) Copies of RFP shall be submitted***

***Thanks for doing business with us . . .***

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



**Clarification to Front End Documents - Pages 1-10**

**Request for Proposal Advertisement**

**Electronic Zoom Information**

**Instruction to Submit**

Purpose  
Viewing of the Augusta Code  
Compliance with Laws  
Proposal for All or Part  
Protest  
Minority/Women Business Enterprise (MWBE) Policy  
Augusta Georgia License Requirement  
Terms of Contract

**Notice to All Proponents**      **Required to be returned with your submittal. Both documents must be notarized**

Attachment B    **Must return the 2 pages**  
Systematic Alien Verification for Entitlements (SAVE) Program    **Must return the 1 page**

**Local Small Business Opportunity Program Ordinance Requirements**

**Request for Proposal Specifications**

## Request for Proposal

Request for Proposals will be received at this office until **Thursday, December 2, 2021 @ 11:00 a.m.** via ZOOM Meeting ID: **831 7619 4686**; Passcode: **428517** for furnishing:

**RFP Item # 22-300      State Lobbying and Legislative Representation Services for Augusta, GA - Administrator's Office**

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

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

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

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, November 23, 2021 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.**

No RFP may be withdrawn for a period of **120 days** after RFPs have been opened, pending the execution of contract with the successful bidder(s).

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle    November 12, 18, 22, 2021  
Metro Courier        November 12, 2021

cc:    Odie Donald, II      Administrator  
      Tanikia Jackson    Deputy Administrator  
      Charles Jackson    Deputy Administrator

Revised: 8/11/2016



## PROCUREMENT DEPARTMENT

### ELECTRONIC ZOOM INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFP Pre-Proposal Conferences and Openings to award quality contracts for Augusta. Proposers may participate in our Public RFP Pre-Proposal Conferences and Openings via webcast or teleconference by following the instructions outlined below:

#### ELECTRONIC RFP INSTRUCTIONS

*Join from a PC, Mac, iPad, iPhone or Android device*

***RFP Opening - RFP Item #22-300 State Lobbying and  
Legislative Representative Services***

***Thursday, December 2, 2021 @ 11:00 a.m.***

#### **ZOOM Opening:**

1. Click this URL to start or join Zoom:
2. Or go to <https://zoom.us/join> and enter meeting ID: **831 7619 4686**
3. **Password: 428517**

#### **Teleconference:** Telephone number: **646 876 9923**

1. When prompted enter the **Passcode: 428517**
2. Caltrans will mute the teleconference line to prevent disruptions and distractions.
3. To exit the teleconference, simply hang up your phone.

#### **OFFICIAL RFP RESULTS will Post within 5 Days**

**For Assistance: Please Contact the Bid and Contract Team at (706) 821-2888**

## INSTRUCTIONS TO SUBMIT

**INSTRUCTIONS TO SUBMIT**

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.
- 1.2 **Viewing the Augusta Code:** All proposals are governed and awarded in accordance with the applicable state and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at [www.augustaga.gov](http://www.augustaga.gov) or <http://www.augustaga.gov/index.aspx?NI D=685> **Guidelines & Procedures**.
- 1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by state, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 **Proposal's For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 **All protest shall be made in writing to:**  
  
Attn: Geri A. Sams,  
Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901,  
Fax: 706-821-2811 or  
Email:  
[procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)
- 1.6 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program*  
**Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of state and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other state and state mandated DBE requirements for certain DOT, FTA, FAA, and other state and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other state or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)**  
  
**Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.**  
  
**A copy of this Order can be reviewed at [www.augustaga.gov](http://www.augustaga.gov) home page.**
- 1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.  
  
**General Contractors License Number:** If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.  
  
**Utility Contractor License Number:** If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 1.8 **Terms of Contract:** (Check where applicable)  
☐ (A) Annual Contract  
☒ (B) One time Purchase.  
☐ (C) Other



## NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

### PLEASE READ CAREFULLY:

**Attachment B** is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

**Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.**

**Business License Requirement:** Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

**Acknowledgement of Addenda:** You Must acknowledge all Addenda. See Page 1 of Attachment B.

**E-Verify \* User Identification Number (Company I.D.)** The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

**Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)**

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: 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.

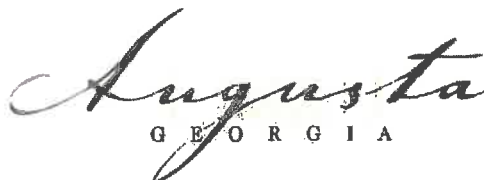
### **WARNING:**

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

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

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Rev. 4/09/21



PAGE 1 OF 2

**Attachment B****You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Do You Have A Business License? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Augusta, GA Business License # for your Company **(Must Provide)**: \_\_\_\_\_And/or Your State/Local Business License # for your Company **(Must Provide)**: \_\_\_\_\_Utility Contractors License # **(Must Provide if applicable)**: \_\_\_\_\_ **MUST BE LISTED ON FRONT OF ENVELOPE**General Contractor License # **(Must Provide if applicable)**: \_\_\_\_\_Additional Specialty License # **(Must Provide if applicable)**: \_\_\_\_\_

**NOTE:** Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City &amp; County that issued your license: \_\_\_\_\_

Acknowledgement of Addenda: {#1} \_\_\_\_\_: {#2} \_\_\_\_\_: {#3} \_\_\_\_\_: {#4} \_\_\_\_\_: {#5} \_\_\_\_\_: {#6} \_\_\_\_\_: {#7} \_\_\_\_\_: {#8} \_\_\_\_\_:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

**Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

**Non-Collusion of Prime Proponent**

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Rev. 4/09/21



**Conflict of Interest**

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

**Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)**

**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 \$2499 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.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify\* User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf)

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

Date of Authorization

**\*\* (E-Verify Number)** \_\_\_\_\_

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public

My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**



**You Must Complete and Return with Your Submittal. Document Must Be Notarized**

### **Systematic Alien Verification for Entitlements (SAVE) Program**

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

\_\_\_\_\_  
[RFP Project Number and Project Name]

\_\_\_\_\_  
[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

\_\_\_\_\_  
[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

**OR**

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. \*

***In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.***

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
\* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

**Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

REV. 2/17/2016

**Local Small Business Opportunity Program Ordinance Requirements**  
**Notice to All Proponents PLEASE READ CAREFULLY** Shall apply to **ALL**  
**Bids/RFPs/RFQs** regardless of the dollar amount

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports 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. Required forms can be found at [www.augustaga.gov](http://www.augustaga.gov). If you need assistance completing a form or filing information, please contact the LSBO Program office at (706) 821-2406. 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.

To print a copy of the Prime Contractor Data Collection Form visit: <http://www.augustaga.gov/index.aspx?nid=1672>

Website: <http://www.augustaga.gov/index.aspx?nid=83>  
**SHALL APPLY TO PROJECTS \$100,000 & UP**

**Sec. 1-10-129. Local small business opportunities program participation.**

(a) ***Sealed Bids, Sealed Proposals, Professional Services And Other Major Purchasing.*** The following procedures and contract requirements will be used to ensure 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.

(2) Each Proponent 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 sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) All solicitation documents shall require bidders or proponents to submit with their bid/proposal the following written documents, statements or forms, which shall be made available by the Procurement Department.

(i) 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.**

(d) ***Post Contract Award Requirements.*** The purpose of this sub-section is to establish requirements for contractor compliance with the LSBO 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.

(1) 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 LSBO and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) The reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBO.

(h) **Compliance.**

(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.

(i) **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.

**Sec. 1-10-130. Exceptions – state funded projects.**

In accordance with § 1-10-8 and Chapter 10B, the LSBO shall only be utilized with state funded projects, solicitations or contracts as authorized by state (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 LSBO, the state (and Georgia) laws, regulations and conditions shall control.

**For questions and or additional information please contact:**

Local Small Business Opportunity Program,  
 535 Telfair Street, Room 530,  
 Augusta, Georgia 30901  
 (706) 821-2406.

**NOTE:** All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid/RFP/RFQ Number.

Rev. 6/27/2013



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Attachment B:	Augusta's Attachment "B" and S.A.V.E. (Pages 7-9)
Attachment C:	Contractor Reference and Release Form
Attachment D:	Subcontractor Reference and Release Form
Attachment E:	Proposal Cover Sheet
Attachment F:	Sample Contract
Attachment G:	Certificate Of Corporate Resolution
Attachment H:	Exceptions to the Standard City Contract, if any
Attachment I:	Lobbyist State Registration
Appendix I	City's RFP
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## SECTION I

### PROJECT AND GENERAL SUBMITTAL INFORMATION SUMMARY

Sealed proposals addressed Augusta, Georgia Consolidated Government (the "City") to provide state lobbying and legislative representation services for the City will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Thursday, December 2, 2021, @ 11:00 a.m.** The RFP must be submitted in a sealed package and labeled with firm's name and the name of the project - **RFP 22-300 State Lobbying and Legislative Representation Services**. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **Opening will be via ZOOM – Meeting ID: 831 7619 4686; Passcode: 428517. No proposals will be accepted after that time.**

**The Proposer will submit one (1) marked unbound original and seven (7) copies of their RFP and one (1) marked unbound original of its fee proposal.** Failure to follow the required format may result in your organization's proposal being rejected as non-responsive to this process and ARC may exercise that right at its sole discretion. The successful proposal will have at a minimum, the following features:

- **The proposal shall be no more than thirty (30) pages in length**, excluding cover letter, required forms, tabs and appendices. **All proposals shall be 8 ½ x 11 format with all standard test fonts no smaller than 12 points.** The original will use one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal shall be one sided copies and shall be spiral bound or bound with some other secure and permanent form of binding.
- An official authorized to bind the offeror must sign all statements. Any documents received after this time and date will not be considered and will be returned unopened to the firm.
- Firms that wish to join in a consortium must designate one firm as principal or lead firm. Consortia will be evaluated according to the same requirements as a single firm.
- If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal
- Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Text is to include information in which the firm shall describe the proposed work program as interpreted from the Scope of Services.
- The firms shall provide a **FEE PROPOSAL that includes all items that are required to provide the services requested.** No additional unapproved expenses will be paid by Augusta, Georgia in association with the execution of this project outside of the agreed upon fee proposal.
- **Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP 22-300 State Lobbying and Legislative Representation Services. All items related to cost will be placed in a separate sealed envelope.**
- **When in the best interest of Augusta, Georgia, Augusta reserves the right to request additional information and to request a "Best and Final" offer.**

- The Augusta reserves the right to reject any and all responses and to waive any informalities as deemed to be in the best interest of Augusta and reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- **Each proposal will be evaluated using the criteria listed in RFP 22-300.**

### **1.1 RECEIPT AND HANDLING OF PROPOSALS**

The Firm assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 10 of the City's Purchasing Ordinance, competitive sealed proposals ***Bid opening.***

Sealed Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be recorded; the record, and each bid, shall be open to public inspection in accordance with Section 1-10-5 (Public Access to Procurement Information).

**Public access.** Procurement information shall be considered public records to the extent required by the Georgia Open Records Act. A Request for Proposals (RFP) shall not become public record until the final contract is negotiated and awarded. Any financial, trade secrets or commercial data contained in Request for Proposals shall be considered privileged and confidential and shall not be disclosed.

All work under this proposal will be performed at the sole cost and expense of the responder. Successful contractor will provide, perform and complete in the manner described and specified in this Request for Proposal all necessary work, labor, services, transportation, room & board, equipment, materials, apparatus, data and other items necessary to accomplish the Project as defined, in accordance with the Scope of Services (herein called services).

The Services will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the Project. The respondent shall provide, perform and complete all of the Services in a proper and workmanlike manner, consistent with the highest standards of professional practice, and in full compliance with all state and municipal regulations, and as required by or pursuant to this Request for Proposal.

**The term of the contract for the requested services shall be for a period of three (3) years.** The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive three hundred sixty-five (365) terms at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days.

The service request shall be on an as-needed basis and no work is guaranteed. All work requests are at the sole discretion of the City.

## REQUIRED DOCUMENTS

Attachment A:	Cost Proposal (2 Pages)
Attachment B:	Augusta's Attachment "B" and S.A.V.E. (Pages 7-9)
Attachment C:	Contractor Reference and Release Form
Attachment D:	Subcontractor Reference and Release Form
Attachment E:	Proposal Cover Sheet
Attachment F:	Sample Contract
Attachment G:	Certificate Of Corporate Resolution
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Attachment I:	Lobbyist State Registration
Appendix I	City's RFP
Appendix II	Contractor's Response

The services to be performed under the contract resulting from this RFP shall commence within ten (10) calendar days after receipt of written Notice to Proceed. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive seven hundred thirty (730) calendar day term at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within.

The City reserves the right to make one (1) award or multiple awards.

### 1.2 PURPOSE

The City of Augusta, Georgia is soliciting competitive sealed proposals (offers) for State Lobbying and Legislative Representation Services. The City desires to enter into a professional services contract with a qualified individual or firm who can demonstrate competency and experience in providing State lobbying services for municipal (consolidated) governments. The firms with a proven track record to provide professional consultant services in advocacy/lobbying at the State. The legislative services shall include, but not be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; all in accordance with the terms, conditions, and scope of work outlined in this Request for Proposal (RFP). The services will begin in January 2022.

### 1.3 SUBMITTAL OF QUESTIONS

All firms responding are cautioned to read this Request for Proposals (RFP) carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All questions must be submitted to the Procurement Department in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) by Thursday, December 2, 2021 @ 5:00 p.m. Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations. Failure to provide all of the requested information may cause the submittal to be rejected as non-responsive.

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

RFP Packages may be obtained at the Augusta, Georgia Procurement Department, at the address listed above.

#### **1.4 PROPOSAL SUBMITTALS**

One (1) unbound original and seven (7) copies of the proposal marked **"RFP 22-300, STATE LOBBYING AND LEGISLATIVE REPRESENTATION SERVICES"** shall be submitted in a sealed envelope. These must be submitted to and received no later than **11:00 AM (local time), Thursday, December 2, 2021**, to:

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

#### **1.5 AWARD**

IF THE CITY AWARDS A CONTRACT, the contract will be awarded to the most responsive, responsible Firm whose offer is most responsive and responsible to the City, based upon the evaluation criteria specified in Evaluation and Award Section **(Section VI and Section VII)**, results of the negotiations, and the final offer by the Firm. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the City in making an intelligent award decision based on the City's requirements and the best value proposal (offer) received.

#### **1.6 CONTRACT**

The successful Firm shall be required to complete a two-party standard form of contract. A sample contract **(Attachment F)** is attached.

#### **1.7 NOTICE TO FIRMS**

Companies not incorporated in the State of Georgia must be in compliance with the State of Georgia Code of Regulations, State Procurement Regulations, in order to enter into a contract with the City.

#### **1.8 QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY**

The successful firm shall register as a lobbyist and present proof of fulfillment of the reporting requirements under O.C.G.A. §21-5-71 (2008).

#### **1.9 EXPENSES ASSOCIATED WITH RESPONSE**

The City will not be responsible for any expenses incurred by a Firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

#### **1.10 REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

#### **1.11 DISABILITY INFORMATION**

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (706) 821-2406.

#### **1.12 FAILURE TO PROVIDE ALL OF THE REQUESTED INFORMATION**

Failure to provide all of the requested information may cause the RFP to be rejected as non-responsive. An official authorized to bind the firm to the terms and provisions of the RFP must sign. The Proposer's response must include a service proposal and fee proposal as well as all other information requested in this RFP. The fees must be the full cost to Augusta. Augusta, Georgia will consider the degree to which each Proposer has submitted a complete Service and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

The contract will be awarded, if awarded, to the most responsive and responsible Proposer. If an award of contract is made as a result of this solicitation, contract will be made on the basis of the response which best satisfies the intent of this Request for Proposals and other factors considered in the best interest of the Owner. Negotiations may be undertaken with those firms who Statements of Qualifications shows them to be qualified, responsible, and capable of performing the work. The Owner will consider professional qualifications and related experience to determine which proposal would be in Owner's best interest if a contract were made. The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

Any interested qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed.

The Owner reserves the right to reject any or all statements received as the result of this request. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of Owner. The Owner will not be liable for any costs incurred by the firm prior to the signing of a contract.

An official authorized to bind the firm to the terms and provisions of the proposal must sign the proposal. **For a proposal to be considered it must remain valid for at least 120 days from the time that the Owner receives it.** The information contained in this RFP defines and describes the services requested.

**The proposal shall be no more than thirty (30) pages in length, excluding cover letter, required forms, tabs and appendices. All documents will be typewritten on standard 8 ½ x 11 white paper.** Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate Augusta's ability to accurately evaluate the proposal. The original shall be one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal shall be spiral bound or bound with some other secure and permanent form of binding.

The Proposer must package and seal its proposals so that they will not be damaged in mailing. Proposers are reminded that under Georgia law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the *Instructions to Proposers* Section.

It is Augusta's intent to evaluate the proposals based on service merit and price and to choose the Proposer whose proposal provides the highest value to Augusta. Augusta reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in Augusta's opinion, such rejection is in the best interests of Augusta.



The Owner will evaluate all statements received from firms with respect to evidence that the goals and objectives of the project are fully understood. The firm's demonstrated technical capability and other qualifications, as described herein, will also be assessed. The Owner will then make their recommendation to the Augusta-Richmond City Commission for their consideration and final approval.

**No RFP may be withdrawn for a period of 120 days after bids have been opened,** pending the execution of contract with the successful bidder(s).

**NOTE:** Augusta reserves the right to accept a proposal, as submitted, and upon Commission approval enter into a contractual agreement with that selected Proposer. Consequently, it is imperative that all Proposers submit the best service and cost offer in the initial submission.

### 1.13 KEY DATES SUMMARY SHEET

The City intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the City as required.

RFP Title:	State Lobbying and Legislative Representation Services
RFP Number:	RFP 22-300
RFP Issued Date:	Friday, November 12, 2021
Deadline to Submit	Thursday, December 2, 2021, 11:00 am (local time)
Send questions to:	<p>All questions must be submitted to the Procurement Department in writing by fax to 706 821-2811 or email to:</p> <p><a href="mailto:procbidandcontract@augustaga.gov">procbidandcontract@augustaga.gov</a></p> <p>by Tuesday, November 23, 2021 @ 5:00 p.m.</p> <p>Mark subject line, cover page or envelope:</p> <p><b>"QUESTIONS ON RFP 22-300, STATE LOBBYING AND LEGISLATIVE REPRESENTATION SERVICES"</b></p>
Responses to Written Questions (and any Addendum, if applicable)	Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by facsimile or U.S. mail to all prospective bidders (at the respective addresses furnished for such purposes), not later than five days prior to the date fixed for the opening of RFP. Failure of any vendor to receive any such addendum or interpretation shall not relieve such vendor from any obligation under his RFP as submitted. All addenda so issued shall become part of the Contract Documents.
Sealed Proposals shall be submitted to:	<p>One (1) original and seven (7) copies of the proposal marked <b>RFP 22-300, STATE LOBBYING AND LEGISLATIVE REPRESENTATION SERVICES</b>" shall be submitted in a sealed envelope. These must be submitted to and received no later than <b>Thursday, December 2, 2021 to:</b></p> <p>Geri A. Sams Procurement Department 535 Telfair Street - Room 605 Augusta, Georgia 30901</p>
Proposal Due Date and Time:	Thursday, December 2, 2021, 11:00 am (local time)

## SECTION II BACKGROUND AND SCOPE OF WORK

### BACKGROUND:

Augusta, Georgia, located in the east central section of the state, is approximately 150 miles east of Atlanta on Interstate 20. The Savannah River serves as the boundary between Augusta and Aiken City, South Carolina. Augusta's current population is about 200,000+. Neighboring Columbia City is home to about 100,000. Along with several other Georgia and South Carolina counties the region is known as the Central Savannah River Area (CSRA), commonly referred to as the CSRA and is home to approximately half a million people. Augusta is Georgia's second oldest and second largest city, founded during the British colonial period as a trading outpost.

### How We Started

Augusta has a rich history dating as far back as the early 1700s. The settlement was established in 1736 by British General James Oglethorpe, and named in honor of the bride of Frederick Louis, Prince of Wales. Built on the flat slopes of the Savannah River, in the area now known as Summerville, Augusta was also home to many neighboring tribes of Creek and Cherokee Indians.

With the construction of the Augusta Canal in 1847, Augusta became the second largest inland cotton market in the world during the cotton boom. Augusta has nine neighborhoods on the National Register of Historic Places, and several historic monuments and cemeteries.

### Significant Structures

Augusta served as the state capital of Georgia from 1785 until 1795, and has many historically significant homes and buildings, such as the Cotton Exchange, established in 1872; the boyhood home of Woodrow Wilson (28th president of the United States); Ezekiel Harris House (1797); George Walton home (signer of the Declaration of Independence) and Springfield Baptist Church, the oldest African American church in America.

### Augusta Today

In 1996 the City of Augusta consolidated with Richmond City to form Augusta-Richmond City. This consolidated governing body consists of a Mayor and ten (10) Augusta Commissioners. Augusta-Richmond City is one of only three consolidated governments in Georgia.

Augusta provides a full range of municipal services including police, refuse and recycling, water, sewer, and stormwater, streets, recreation programming, parks and facilities, community services, commercial and residential code enforcement, planning and zoning, and community development. Augusta has operated as consolidated government under a Mayor form of government since 1996. The

For general information about the City, the Mayor and Council, and other City departments, please visit the City's web site at <http://www.augustaga.gov>.

Augusta is perhaps best known as home of the Masters Golf Tournament held the first full week in April. The area is also a center for medicine, manufacturing, and military.

## Augusta Facts

### *General Information*

- Established - 1736
- Named For - Princess Augusta of Saxe Gotha (mother of King George III of Great Britain)
- Population - 200,000 City, 500,000 Trade Region
- Location - 136 ft. above sea level. 200 Savannah River miles or approximately 150 land miles from Atlantic Ocean
- Nicknames - The Central Savannah River Area (CSRA), includes surrounding counties in Georgia and South Carolina, The Garden City of the South, chosen in the early 20th century because of the City's many large private gardens
- Major Highways - Interstates 20 and 520, U.S. Routes 1, 25, 78, 278
- Colleges and Universities - Augusta University, Paine College, Augusta Technical College
- Military Installations - Fort Gordon (U.S. Army Signal Center) and the US Army Cyber Center of Excellence.
- Airports - Augusta Regional Airport, Daniel Field
- Famous Augustans - James Brown, Amy Grant, Jessye Norman, Terri Gibbs, Laurence Fishburne, Joe Penny, Ray Mercer, Frank Yerby, Hulk Hogan, and Larry Mize

## SCOPE OF WORK:

The task descriptions below are basic services and each must be performed at either Federal or State level as applicable.

### A. Description of Tasks

The successful proposer shall provide professional representation and liaison services with the Georgia General Assembly, Augusta Board of Commissioners, the executive departments and agencies of the State of Georgia. Services shall include but are not limited to the following:

- Assisting in the preparation of Augusta, GA's annual legislative agenda.
- Explaining and promoting the legislative agenda to elected officials, agency heads, and decision makers.
- Presence in the State Capitol during Georgia General Assembly's active sessions.
- Attending relevant legislative sessions, committee meetings and working groups.
- Assisting in the drafting of legislation.
- Monitoring bills and submitting weekly reports to the City.
- Informing City representatives of pending legislation that will have positive or negative consequences for the City.
- Maintaining close contact with the Augusta Board of Commissioners, other State legislators, agencies, and officials concerning the City's legislative interests.
- Lobbying the Governor's staff, legislative leaders, and state agencies on a year-round basis.
- Assisting in the identification of potential local, regional, or statewide opportunities or common goals that may benefit the City.
- Maintaining close contact with Georgia's US Congressional members and staffers, other relevant legislators, agencies, and officials concerning the City's legislative interests.
- Lobbying the Congressperson's staff, legislative leaders, and agencies on a year-round basis.
- Assisting in the identification of potential funding opportunities included (but not limited to) earmarks, special purpose funding or common goals that may benefit the City.

**The term of the contract for the requested services shall be for a period of three (3) years.** The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive three hundred sixty-five (365) terms at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days.

**Note: the services shall be on an as-needed basis and no work is guaranteed.** All work request is at the sole discretion of Augusta, Georgia.

The City reserves the right to make one (1) award or multiple awards. Proposers can submit proposals for either Federal State Lobbying and Legislative Representation Services, State Lobbying Service or both.



## **B. Results or Outcome of Tasks**

The successful firm shall perform the tasks as outlined above as necessary to pursue Augusta's state and legislative objectives.

## **C. Performance and Quality Standards**

Successful firm shall perform the tasks as outlined above in **Section II Scope of Work, A. Description of Tasks**, with knowledge of the principles and practices of public administration, particularly of the organization and functions of Augusta, Georgia Government. The successful firm shall have knowledge of public administration research and report presentation methods and techniques, along with knowledge of legal, budgeting, and accounting procedures and processes. The successful firm must have the ability to establish and maintain effective working relationships with administrative officers, other lobbyists, the public, and legislative representatives; while having the ability to work independently, choosing creative techniques and methods of obtaining results within legal and ethical limitations.

## **D. Progress Reporting**

- A. All reports and requests shall be provided to the Administrator or designee within a reasonable time (defined by Augusta, Georgia as within ten calendar days) after request is received by the successful firm.

## **E. Place of Performance**

The successful lobbyist/firm will perform services from its office or place of business, with visits to Augusta, Georgia during the legislative session as needed.

## **F. Government Furnished Property/Services**

Augusta, Georgia will provide a meeting area when a meeting is requested at the City by the Administrator or designee.

## **G. Contractor Furnished Items**

The successful lobbyist/firm shall provide all needed supplies including, but not limited to, pens, paper, audio recording equipment, computers, printers, telephones, calculators, and other furniture and equipment necessary for the rendering of contracted services.

## **H. Any Applicable Regulations or Specifications.**

The successful firm shall be registered as a lobbyist and present proof of reporting requirements under O.C.G.A. §21-5-71 (2008).

### SECTION III OWNERSHIP OF DATA

#### OWNERSHIP OF DATA:

The ownership of all data, drawings, charts, etc., which are prepared or produced under this contract shall be that of the City of Augusta.

### SECTION IV RESPONSE CONTENTS

Firms shall outline the scope of work, elements and tasks therein and the means of execution. The original submittal shall be one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal shall be spiral bound or bound with some other secure and permanent form of binding. The evaluation criteria, as outlined, should be addressed, and the firm's abilities and compliance provided.

Your response should follow the general format below:

SECTION	CONTENTS
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A.	<b>PROCUREMENT DOCUMENTS:</b>
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All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required. The notary seal shall be visible on the original AND all copies.

B.	<b>QUALIFICATIONS &amp; EXPERIENCE OF THE FIRM</b>
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Each proposer shall submit a summary of their qualifications and experience. Proposals shall have the following qualifications at a minimum:

- Proposer shall have experience serving as a lobbyist.
- Proposer shall have knowledge of state laws and issues affecting municipalities and local government.
- Proposer shall have the ability to be present in Atlanta at the State Capital and other State offices, particularly during the legislative sessions of the Georgia General Assembly.
- Proposer shall have experience in dealing with diverse groups of legislators (state including Board of Commissioners) legislators.
- Proposer shall have experience in working with the Governor, Lieutenant Governor and other State executive officials.
- Proposer shall have experience working with other interest groups and lobbyists.

- Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.

Firms are to include the following experience in reference to your company:

- (a) Describe your experience, capabilities and other qualifications for this project.
- (b) Disclose any relationships that may be considered a conflict of interest or may raise a conflict of interest.
- (c) Disclose any relationships that may have an impact upon the services to be provided.
- (d) Describe in detail your demonstrated experience in bi-partisan and coalitions building.
- (e) Demonstrate and document successful state legislative lobbying service experience for an entity comparable to the City during the last five (5) years.
- (f) Provide a list of legislation or initiatives advanced in the last five (5) years, demonstrating experience in advancing legislation or initiatives; and strategies used therein.
- (g) Provide how many years operated under current company name
- (h) Provide if ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from doing business.
- (i) Provide a list of previous clients for whom you have performed lobbying services.
- (j) Provide a list of current clients for who you will perform lobbying services during the upcoming legislative session. Do not include contact information for current clients. Include a list of projected legislation to be advanced for each identified client.
- (k) Provide information regarding the extent of your relationship with State and Federal agencies.
- (l) State your experience with or familiarity with state and federal funding (including, but not limited to transportation funding) provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.

### **C. ORGANIZATION & APPROACH**

Include general information on your organization and management process to include the following: line of authority, who will have overall responsibility for the project, who will oversee daily operation and whether production is accomplished in-house. The proposal should state who would perform specialized services that may be needed. Include an organizational chart indicating the level of professional seniority of each member and the time commitments and task responsibility of each phase of the project.

**Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with project completion.**

This information should include all persons the firm proposes to engage in the task, their professional experience and licensing status. Individuals designated as primary responsible parties shall be clearly identified as such.

**D. PROJECT MANAGEMENT:**

Responders are requested to provide the following:

- a) describe how the project will be organized and managed;
- b) describe progress reporting procedures;
- c) describe anticipated use of subcontractor and/or partnerships;
- d) complete **Attachment D, Subcontractor Reference and Release Form**; and
- e) describe the resources necessary to accomplish the purpose of the project.

**E. SCOPE OF SERVICES:**

Provide experience and approach to the following as requested in **Section II Scope of Work**.

**F. FINANCIAL STABILITY**

Provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.

**G. REFERENCES:**

All proposers must provide a list of services in the last five (5) years as references. Include legislation advanced for each identified client. Include the name of the organization, the address, the point of contact, and the contact's phone number, fax number and email address and all additional information requested on the **Reference and Release Form**, included as **Attachment C**.

**H. FEE PROPOSAL**

The fee proposal must be submitted in a separate, sealed envelope with the responder's name and **"fee Proposal for Request for Proposals No. 22 - 300 for State Legislative Lobbying Services"** on the outside of the envelope.

The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.

**DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the fee Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.

Responders are required to submit their costs on **Attachment A, Cost Proposal Form**.

**Responder shall not alter the cost proposal form. Attach additional sheets as required for any addition details.**

**I. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance (E-Verify)**

All qualifying contractors and subcontractors performing work with Augusta, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program. In order for a Proposal to be considered, **it is mandatory that the Contractor Affidavit and Agreement be completed and returned on Attachment B, be completed and submitted with responder's proposal.**

**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.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

**J. Systematic Alien Verification for Entitlements (SAVE) Program**

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1. **It is mandatory that the Systematic Alien Verification for Entitlements (SAVE) Program form included as page XXX be completed and returned with responder's proposal.**



**SECTION V**  
**INDEMNIFICATION AND INSURANCE AND**  
**CONTACT INFORMATION**

**INDEMNIFICATION AND INSURANCE:**

The offerer shall carry professional/public liability insurance coverage in the amount of Two Million Dollars (\$2,000,000.00), covering itself and all of its employees and agents, and shall indemnify and hold harmless Augusta-Richmond City and their representatives and employees, from any claim, demands, actions, and cause for actions arising from any act or non-act or the commission or omission of any act while under the terms of the contract.

**CONTACT INFORMATION:**

All questions should be submitted in writing to Geri Sams at the Procurement Department in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) by **Tuesday, November 23, 2021 @ 5:00 p.m.**



## SECTION VI CRITERIA FOR EVALUATION

### RFP – Evaluation/Scoring Guidelines

#### Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

#### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

**1. Completeness of Response (Pass/Fail)**

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

**Conflict of Interest Statement (Pass/Fail)**

- b. Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c. Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

**2. Qualifications & Experience (15 points)**

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for state, state and local services.

**3. Organization & Approach (10 points)**

- a. Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b. Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project/service team.
  - ii. Some or all of team members have previously worked together on similar project/service(s).
  - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
  - ii. Team successfully addresses all requirements of this RFP.
  - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d. Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
  - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e. Working Relationship with Augusta, Georgia
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.
  - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

4. **Scope of Services to be Provided (30 points)**

Firms professional experience as representative and liaison services as a State Representative Lobbyist to include but not limited to the items listed under **Section II Scope Statement of Work, A.**

5. **Financial Stability (5 points).**

**Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.**

- a. **If a public company, include a recap of the most recent audited financial report.**
- b. **If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.**

6. **References (5 points)**

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.
- b. Include specific individuals with addresses and telephone numbers.

7. **Proximity to Area (10 points)**

- |    |   |           |
|----|---|-----------|
| a. | Within Richmond City                                  | 10 points |
| b. | Within CSRA   | 6 points  |
| c. | Within Georgia  | 4 points  |
| d. | Within SE United States (includes AL, TN, NC, SC, FL) | 2 points  |
| e. | All Others  | 1 points  |

8. **Presentation by Team (10 points) (Optional)**

Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

9. **Q&A Response to Panel Questions (5 points) (Optional)**

Proposer provides responses to various interview panel questions.

10. **Fee Proposal (10 points) Enclosed in a separate sealed envelope.**

- |    |            |    |
|----|------------|----|
| a. | Lowest Fee | 10 |
| b. | Second     | 6  |
| c. | Third      | 4  |
| d. | Fourth     | 2  |
| e. | Fifth      | 1  |

Weighted scores for each Proposal will be assigned utilizing the table below:

<b>Phase 1</b>				
<b>No.</b>	<b>Evaluation Criteria</b>	<b>Rating (0-5)</b>	<b>Weight</b>	<b>Score (Rating * Weight)</b>
1	Completeness of Response <ul style="list-style-type: none"> <li>Package submitted by the deadline</li> <li>Package is complete (includes requested information as required per this solicitation)</li> <li>Attachment B is complete, signed and notarized</li> </ul>	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		15	
3	Organization & Approach		10	
4	Scope of Services: Experience and approach to the following: Firms professional experience as representative and liaison services as a State Representative Lobbyist to include but not limited to the items listed under <b>Section II Scope Statement of Work, A.</b>		30	
5	Financial Stability		5	
6	References (include specific individuals with addresses and telephone numbers).		5	
7	Proximity to Area <ul style="list-style-type: none"> <li>Within Richmond City 10 points</li> <li>Within CSRA 6 points</li> <li>Within Georgia 4 points</li> <li>Within SE United States (includes AL, TN, NC, SC, FL) 2 points</li> <li>All Others 1 points</li> </ul>		10	
<b>Phase 2 (Optional – Numbers 8 and 9) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)</b>		<b>Rating (0-5)</b>	<b>Weight</b>	<b>Score (Rating * Weight)</b>
8	Presentation by Team		10	
9	Q&A Response to Panel Questions		5	
10	<b>Fee Proposal Consideration</b> <ul style="list-style-type: none"> <li>a. Lowest Fee 10</li> <li>b. Second 6</li> <li>c. Third 4</li> <li>d. Fourth 2</li> <li>e. Fifth 1</li> </ul>		10	
<b>Total:</b>			100	

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.



## SECTION VII SELECTION PROCESS

### SELECTION PROCESS

Using the qualification information presented by the firms in their proposal, the selection committee will first rank the firms based upon qualifications. Fee proposals will then be opened and evaluation as part of the complete evaluation process. Some firms may then be requested to make presentations to the Selection Committee and field any questions they might have.

The Procurement Department will examine your proposal to ascertain that all required documents are included, properly executed and in the correct quantity. Failure to meet these criteria WILL result in your proposal declared non-compliant and thus ineligible for further consideration.

A Selection Committee will review all QUALIFICATIONS submitted in response to this RFP. Based upon the background information reported in the response, the Committee will determine whether the proposer is qualified or unqualified.

Using the Statements of Qualifications and the selection criteria, the Committee will rank the firms based upon the quality and content included in their Statement of Qualifications as well as a demonstrated understanding of the project and Augusta's requirements. Depending upon the number of responses received, Augusta may request select firms to make presentations to the Selection Committee and field any questions they might have to clarify their proposal and provide additional information.

### EVALUATION PROCESS:

A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded is included in the specifications. Augusta will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

#### Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. **Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please**

**submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.**

Each submittal must respond to the requested information for each section.

#### **Phase Two Criteria**

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal. Offerors will present their proposals and demonstrate their offered products to the Evaluation Committee. This process will result in the selection of the successful vendor who, through contractual agreements will undertake the scope of work.

#### **PRICE PROPOSALS**

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

While cost is not the driving factor, the committee will also review qualifications and past performance.

***Final negotiations and letting the contract.*** The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

**Final Selections**

The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta Board of Commissioners will make the final decision.

**Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 22-300 State Lobbying and Legislative Representation Services**

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional information and to request a “Best and Final” offer.

## SECTION VIII CONTRACT ADMINISTRATION

### A. Standard City Contract

The attached sample contract is the City's standard contract document (see **Attachment F**), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

### B. Submittal Instructions

**One (1) original Technical Proposal stamped "Original" and seven (7) copies containing an identical copy of the Technical Proposal; and one (1) original Cost Proposal (see Section I).** Request for Proposals will be received at this office until **Thursday, December 2, 2021 @ 11:00 a.m.** for furnishing: (ZOOM Opening) (ID: 831 7619 4686 and Passcode: 428517)

**RFP Item # 22-300 State Lobbying and Legislative Representation Services for Augusta, GA - Administrator's Office**

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

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and **"Request for Proposals No. 22-300 for State Lobbying and Legislative Representation Services"** on the outside of the envelope(s) or box(es).

### C. Questions

All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by **Tuesday, November 23, 2021 @ 5:00 P.M.** No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

**D. Acknowledgment of Addenda**

Addenda may be issued in response to questions or changes in the RFP. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by facsimile or U.S. mail to all prospective vendors (at the respective addresses furnished for such purposes), no later than five days prior to the date fixed for the opening of RFP. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his RFP as submitted. All addenda so issued shall become part of the Contract Documents. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. **All firms must acknowledge all Addenda. Please acknowledge the addenda and submit as requested on Attachment B as required in RFP 22-300.** Addenda issued for this project may be found on Augusta, Georgia's website, <https://www.augustga.gov>.

**E. Proposal Duration**

Proposals submitted in response to this RFP must be valid for a period of **One Hundred Twenty (120) days** from proposal submission deadline and must be so marked.

**F. Project Director/Contract Manager**

The City will designate a Project Director/Contract Manager to coordinate this project for the City. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

**G. Expenses of Preparing Responses to this RFP**

The City accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

**H. Georgia Open Records Act**

Without regard to any designation made by the person or entity making a submission, Augusta, Georgia considers all information submitted in response to this Invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*, without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

**I. Business License**

Upon award of the contract, successful responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid City or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid



business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

**J. Ethics Rules**

Bidders are subject to the Ethics provision within the Augusta, Georgia Purchasing Policy; Article 2 Code of Ethics; Article 3 Ethics in Public Procurement rules; and the rules of the State of Georgia governing Lobbying services. Any violations will be addressed, pursuant to these policies.

**K. Right to Audit**

The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.

## **SECTION IX AWARD OF CONTRACT**

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the Procurement Director. An agenda item will be submitted to the Board of Commissioners by the user department. The Board of Commissioners, who will make the final decision as to award of contract.

**THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.**

Attachment A:	Cost Proposal (2 Pages)
Attachment B:	Augusta's Attachment "B" and S.A.V.E. (Pages 7-9)
Attachment C:	Contractor Reference and Release Form
Attachment D:	Subcontractor Reference and Release Form
Attachment E:	Proposal Cover Sheet
Attachment F:	Sample Contract
Attachment G:	Certificate Of Corporate Resolution
Attachment H:	Exceptions to the Standard City Contract, if any
Attachment I:	Lobbyist State Registration
Appendix I	City's RFP
Appendix II .	Contractor's Response

**ATTACHMENT A**  
**COST PROPOSAL FORM**

**COST PROPOSAL**  
(Consisting of two (2) pages)

COSTS OR FEES IN ANY AREA OUTSIDE OF THE COST PROPOSAL SHALL RESULT  
IN RESPONDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

Responder must complete and submit the attached pages of the Cost Proposal. The cost proposal must be submitted in a separate, sealed envelope with the responder's name, solicitation name, solicitation number, and "Cost Proposal" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with

Augusta, Georgia according to the Request for Proposal documents.

\_\_\_\_\_  
Print Name of Authorized Signer

\_\_\_\_\_  
Business Entity Street Address

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Business Entity City, State and Zip Code

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Contact Person's Phone Number

\_\_\_\_\_  
Name of Business Entity Submitting Bid

\_\_\_\_\_  
Contact Person's Fax Number

\_\_\_\_\_  
Business Entity City

\_\_\_\_\_  
Contact Person's E-Mail Address

## COST PROPOSAL

### Cost Proposal Form (Page 2 of 2)

State a FIRM FIXED LUMP SUM that includes all direct and indirect costs as well as all things necessary to State advisory services.

### **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.**

State Legislative Lobbying Services

	Hourly Rate	Estimated Total Project Hours	Total Project Cost
Year One (1)			
Year Two (2)			
Year Three (3)			
<b>Total</b>			

**THIS RFP AND THE RESULTING CONTRACT ARE CONTINGENT UPON AVAILABLE FUNDING.**

## **ATTACHMENT B**

### **Augusta, Georgia's Attachment B**

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Attachment B includes the following:

- Acknowledgement of Addenda
- Statement of Non-Discrimination
- Non-Collusion of Prime Proponent
- Conflict of Interest
- Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)
- Systematic Alien Verification for Entitlements (SAVE) Program

**Proposals for RFP 22 -300 State Lobbying and Legislative Representation Services described herein will be received in the Procurement Department, Suite 605, 535 Telfair Street, Augusta, Georgia 30901 on Thursday, December 2, 2021 until 11:00a.m. (Local Time). Proposals shall be marked in accordance with the RFP 22-300 State Lobbying and Legislative Representation Services (MULTIYEAR CONTRACT)**

**CAUTION:** The Augusta, Georgia Postmaster will deliver certified or Special Delivery Mail to specific addresses within August, Georgia Government. When sending bids of time sensitive documents, you may want to consider a courier that will deliver to specific addresses at a specific time.

Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.

Authorized Representative Signature(s)	Title(s)
Type or Print Name(s)	Date



**ATTACHMENT C**  
**CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ Title(Authorized Signature of Proposer) \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

RFP 22-300 State Lobbying and Legislative Representation Services  
RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.  
Page 43 of 64

**ATTACHMENT D****SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ Title(Authorized Signature of Proposer) \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT E**  
**PROPOSAL COVER SHEET**

**NOTE:** Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Complete Primary Address	City	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		

***ATTACHMENT F***

**SAMPLE CITY CONTRACT**

## AGREEMENT FOR PROFESSIONAL SERVICES

### AUGUSTA, GEORGIA CONSOLIDATED

### GOVERNMENT, GEORGIA

THIS AGREEMENT made as of this day of , 20 , (hereinafter called the "execution date") by and between AUGUSTA, GEORGIA CONSOLIDATED GOVERNMENT, a political subdivision of the State of Georgia (hereinafter referred to as the "City"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall provide \_\_\_\_\_ in Augusta, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the City and the Contractor hereby agree as follows:

### ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A. §36-60-13, this Contract shall (i) terminate without further obligation on the part of the City each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract.

### ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the City shall pay the Contractor, the Contract Price, which is an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the Augusta, Georgia Governing Authority, or the City Administrator, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The City Administrator or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price



or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed **Attachment A**, the Contractor's Cost Proposal, consisting of \_\_\_\_\_ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

Original invoice(s) must be submitted to:  
 Finance Department  
 535 Telfair St Suite 801  
 Augusta, Georgia 30901  
 Attention: A/P

#### **ARTICLE IV. SCOPE OF WORK**

The Contractor agrees to provide all \_\_\_\_\_ services in accordance with the City's **Request for Proposals (RFP) No. 22-300 for State Lobbying and Legislative Representation Services**, attached hereto as **Appendix I** and incorporated herein by reference, and the Contractor's response thereto, attached hereto as **Appendix II** and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the City. Specific Work Authorizations will have precedence over any interpretation within the Contract.

#### **ARTICLE V. GENERAL CONDITIONS**

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and

the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the City. The Contractor agrees that the City may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the City on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the City. If the City consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the City and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the City. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate

the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

**Failure to Perform/ Breach of Contract:** In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the City Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's sole negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors,

Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance.** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the City covering:

- (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
  - (1) Employer's liability insurance by accident, each accident \$1,000,000
  - (2) Employer's liability insurance by disease, policy limit \$1,000,000
  - (3) Employer's liability insurance by disease, each employee \$1,000,000
- (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
- (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence

\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the City.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be issued to :
- (f)

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

- 3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance. Contractor agrees to waive all rights of subrogation and other rights of recovery



against the City and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.

5. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
6. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the City. Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
7. If the City shall so request, the Contractor will furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in Augusta, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Augusta, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance: Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be

attached hereto as **Attachment C**. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

M. **City Representative** The City may designate a representative through whom the Contractor will contact the City. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the City. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the City and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the City.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid City or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the City's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. **Sole Agreement** This Contract constitutes the sole contract between the City and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties

unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the City as provided by law or in this Contract.

R. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference:

Attachment A: Cost Proposal (2 Pages)  
 Attachment B: Augusta's Attachment "B" and S.A.V.E. (Pages 7-9)  
 Attachment E: Proposal Cover Sheet  
 Attachment F: Sample Contract  
 Attachment G: Certificate Of Corporate Resolution  
 Attachment H: Exceptions to the Standard City Contract, if any  
 Attachment I: Lobbyist State Registration  
 Appendix I City's RFP  
 Appendix II Contractor's Response

S. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the City Administrator, Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the City's Executive Assistant or by the City to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested.

Such notices will be addressed as follows:

**If to the City:**

City Administrator  
 535 Telfair Street Suite 900  
 Augusta, Georgia 30901

and

With a copy to:

Procurement Director  
 Department of Procurement  
 535 Telfair Street Suite 605  
 Augusta, Georgia 30901

**If to the Contractor:**

\_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_

U. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the City's RFP; and the Contractor's Response thereto.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

**CONSULTANT****AUGUSTA, GEORGIA (CITY)**

By: \_\_\_\_\_ (SEAL)  
Signature

By: \_\_\_\_\_

Printed Name: Mayor, Hardy Davis

\_\_\_\_\_  
Name (Typed or Printed)

Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature

LENA BONNER, CCC  
Clerk of the Board of Commissioners of  
Augusta, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

APPROVED AS TO SUBSTANCE: \_\_\_\_\_

APPROVED AS TO FORM:

Department Director

City Attorney Signature



**ATTACHMENT A**  
**Cost Proposal – (2 Pages)**

## **ATTACHMENT B**

**Contractor Affidavit and Agreement:**  
**Augusta's Attachment "B" and S.A.V.E. Program (Pages 7-9)**

## ATTACHMENT G

### CERTIFICATE OF CORPORATE RESOLUTION

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_ (hereinafter referred to as the "\_\_\_\_\_"), an \_\_\_\_\_ organized and incorporated to do business under the laws of the State of \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his official capacity as \_\_\_\_\_

\_\_\_\_\_ of the corporation, to enter into and execute the following described agreement with Augusta, Georgia Consolidated Government, a political subdivision of the State of Georgia:

\_\_\_\_\_;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal; This the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(CORPORATE  
\_\_\_\_\_  
SEAL)

## **ATTACHMENT H EXCEPTIONS TO CONTRACT**

**ATTACHMENT I**  
**Lobbyist State Registration**



## **APPENDIX**

### **II**

#### **Contractor's Response to Request for Proposals (RFP) No. 22 - 300**

Holland & Knight

[www.hklaw.com](http://www.hklaw.com)

**Prepared for**  
**City of Augusta**  
**December 2, 2021**

**ORIGINAL**

**Robert Highsmith**

**Partner | Atlanta | 404.898.8012 | [robert.highsmith@hklaw.com](mailto:robert.highsmith@hklaw.com)**

**Marci Rubensohn**

**Senior Policy Advisor | Atlanta | 404.817.8552 | [Marci.Rubensohn@hklaw.com](mailto:Marci.Rubensohn@hklaw.com)**

**Kevin Gooch**

**Partner | Atlanta | 404.817.8473 | [Kevin.Gooch@hklaw.com](mailto:Kevin.Gooch@hklaw.com)**

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Disclaimer: The information provided in this handout is general information and not designed to be and should not be relied on as your sole source of information when analyzing and resolving a specific legal issue. Each fact situation is different; the laws are constantly changing. If you have specific questions regarding a particular fact situation, we urge you to consult with legal counsel.

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Confidential Presentation for City of Augusta

## **A. Procurement Documents**

---

**All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required. The notary seal shall be visible on the original AND all copies.**

**Please see all required documents on the next page**

**ATTACHMENT E  
PROPOSAL COVER SHEET**

**NOTE:** Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

<b>Complete Primary Address</b> 180 West Peachtree Street NW, Suite 1800	<b>City</b> Atlanta	<b>City</b> GA	<b>Zip Code</b> 30309
<b>Mailing Address (if different)</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Contact Person Name and Title</b> Marci Rubensohn Senior Policy Advisor	<b>Telephone Number (include area code)</b> 404.817.8552		
<b>Email Address</b> marci.rubensohn@hklaw.com	<b>Fax Number (include area code)</b> 404.881.0470		
<b>Company Website Address</b> www.hklaw.com	<b>Type of Organization (check one)</b> <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		





## NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

### PLEASE READ CAREFULLY:

**Attachment B** is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offaror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

**Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.**

**Business License Requirement:** Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

**Acknowledgement of Addenda:** You Must acknowledge all Addenda. See Page 1 of Attachment B.

**E-Verify \* User Identification Number (Company I.D.)** The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). Contractors, Bids, RFPs, RFQs - Any contractors performing the physical performance of services for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

**Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)**

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE:** 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.

### **WARNING:**

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

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

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Rev. 4/06/21

RFP 22-300 State Lobbying and Legislative Representation Services  
RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.  
Page 6 of 64



PAGE 1 OF 2

**Attachment B****You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department  
 ATTN: Procurement Director  
 535 Telfair Street, Suite 605  
 Augusta, Georgia 30901

Note: We do not have a business license in the State of Georgia but we are registered and our Georgia LLP number is K701659. We will obtain one in Richmond County if awarded.

Name of Proponent: Holland & Knight LLP

Street Address: 1180 West Peachtree Street NW, Suite 1800

City, State, Zip Code: Atlanta, GA 30309

Phone: 404.817.8500 Fax: 404.881.0470 Email: marci.rubensohn@hklaw.com

Do You Have A Business License? Yes:        No: X N/A

Augusta, GA Business License # for your Company (Must Provide):       

And/or Your State/Local Business License # for your Company (Must Provide): N/A

Utility Contractors License # (Must Provide If Applicable): N/A **MUST BE LISTED ON FRONT OF ENVELOPE**

General Contractor License # (Must Provide If Applicable): N/A

Additional Specialty License # (Must Provide If Applicable): N/A

**NOTE:** Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify). your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: N/A

Acknowledgement of Addenda: (#1)       ; (#2)       ; (#3)       ; (#4)       ; (#5)       ; (#6)       ; (#7)       ; (#8)       ;

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

**Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

**Non-Collusion of Prime Proponent**

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Rev. 4/08/11

RFP 22-300 State Lobbying and Legislative Representation Services  
 RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.  
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**Conflict of Interest**

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consulant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
  - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
  - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
  - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

**Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (i)**

**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.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify® User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or [http://www.doi.state.ga.us/pdf/rules/300\\_101.pdf](http://www.doi.state.ga.us/pdf/rules/300_101.pdf)

Federal Work Authorization User Identification Number: 5-WAPV ACQUIRED FOR ALL CONTRACTS OVER \$2,499.60

Date of Authorization

**(E-Verify Number)** 166390

11/21/2008

**Holland & Knight LLP**

State Lobbying and Legislative Representation Services/RFP Item  
#22-300

**Name of Contractor**

**Name of Project / Bid Number**

**AUGUSTA, GEORGIA - RICHMOND COUNTY CONSOLIDATED GOVERNMENT**

**Name of Public Employer**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November 30, 2021 in Washington, DC (City), District of Columbia (State).

[Signature]  
Signature of Authorized Officer or Agent

Marci Rubensohn, Senior Policy Advisor  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30<sup>th</sup> DAY OF November, 2021

[Signature]  
Notary Public

October 14, 2021  
My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized

RFP 22-300 State Lobbying and Legislative Representation Services  
RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.  
Page 6 of 84



You Must Complete and Return with Your Submittal. Document Must Be Notarized

### Systematic Alien Verification for Entitlements (SAVE) Program

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

RFP Item #22-300; State Lobbying and Legislative Representation Services

*[RFP Project Number and Project Name]*

Marci Rubensohn, Senior Policy Advisor

*[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]*

Holland & Knight LLP

*[Print/Type: Name of business, corporation, partnership, or other private entity]*

1.) X I am a citizen of the United States.

OR

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

OR

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.

*In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.*

*Marci Rubensohn*

Signature of Applicant

Marci Rubensohn

Printed Name

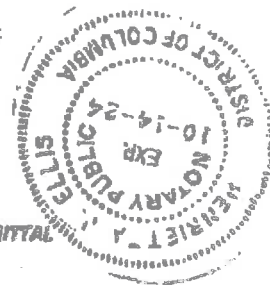
\* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30<sup>th</sup> DAY OF November 2021

Notary Public

My Commission Expires: October 14, 2024

NOTARY SEAL



**Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

REV. 2/17/2016

RFP 22-300 State Lobbying and Legislative Representation Services  
RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.  
Page 6 of 64



11/30/21, 9:35 AM

GEORGIA



**GEORGIA  
CORPORATIONS  
DIVISION**

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## **BUSINESS SEARCH**

### **BUSINESS INFORMATION**

Business Name:	<b>HOLLAND &amp; KNIGHT LLP</b>	Control Number:	<b>K701659</b>
Business Type:	<b>Foreign Limited Liability Partnership</b>	Business Status:	<b>Active/Compliance</b>
Business Purpose:	<b>NONE</b>		
Principal Office Address:	<b>524 Grand Regency Blvd, Brandon, FL, 33510-5193, USA</b>	Date of Formation / Registration Date:	<b>1/1/1997</b>
Jurisdiction:	<b>Florida</b>	Last Annual Registration Year:	<b>2021</b>
Principal Record Address:	<b>524 Grand Regency Blvd, Brandon, FL, 33510-5193, USA</b>		

### **REGISTERED AGENT INFORMATION**

Registered Agent Name: **CORPORATE CREATIONS NETWORK**  
 Physical Address: **2985 GORDY PARKWAY, 1ST FLOOR, MARIETTA, GA, 30066, USA**  
 County: **Cobb**

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Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,  
 Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)



# State of Florida



## Department of State

I certify from the records of this office that HOLLAND & KNIGHT LLP is a partnership.

I further certify that said partnership filed a Statement of Qualification on January 6, 1998. The document number assigned to this statement is LLP980000003.

I further certify that the status of said partnership is active.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Ninth day of February, 2021



CR2E022 (01-11)

*Laurel M. Lee*

Laurel M. Lee  
Secretary of State

## **ATTACHMENT B**

### **Augusta, Georgia's Attachment B**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Attachment B includes the following:

- Acknowledgement of Addenda
- Statement of Non-Discrimination
- Non-Collusion of Prime Proponent
- Conflict of Interest
- Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
- Systematic Alien Verification for Entitlements (SAVE) Program

Proposals for RFP 22-300 State Lobbying and Legislative Representation Services described herein will be received in the Procurement Department, Suite 605, 535 Telfair Street, Augusta, Georgia 30901 on Thursday, December 2, 2021 until 11:00a.m. (Local Time). Proposals shall be marked in accordance with the RFP 22-300 State Lobbying and Legislative Representation Services (MULTIYEAR CONTRACT)

**CAUTION:** The Augusta, Georgia Postmaster will deliver certified or Special Delivery Mail to specific addresses within August, Georgia Government. When sending bids of time sensitive documents, you may want to consider a courier that will deliver to specific addresses at a specific time.

Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.

Authorized Representative Signature(s)



Title(s)

Senior Policy Advisor

Type or Print Name(s)

Marci Rubensohn

Date

12.2.2021

**ATTACHMENT C**  
**CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

<b>Company Name</b>	Georgia Municipal Association		<b>Contract Period</b>	2005-2016	
<b>Contact Person Name and Title</b>	Tom Gehl, Director, Government Relations		<b>Telephone Number (include area code)</b>	(678) 686-6247	
<b>Complete Primary Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>		
201 Pryor Street, Atlanta, Georgia	Atlanta	GA	30303		
<b>Email Address</b>	tgehl@gmanet.com		<b>Fax Number (include area code)</b>		
<b>Project Name</b>	Government Affairs				

<b>Company Name</b>	City of Savannah		<b>Contract Period</b>	2018-2019, 2021-present	
<b>Contact Person Name and Title</b>	Joe Shearouse, Deputy Chief of Staff		<b>Telephone Number (include area code)</b>		
<b>Complete Primary Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>		
2 E Bay St	Savannah,	GA	31401		
<b>Email Address</b>	jshearouse01@savannahga.gov		<b>Fax Number (include area code)</b>		
<b>Project Name</b>	Government Affairs				

<b>Company Name</b>	City of Atlanta		<b>Contract Period</b>	2016-present	
<b>Contact Person Name and Title</b>	Jerome Jordan, Deputy Chief of Staff, City of Atlanta		<b>Telephone Number (include area code)</b>	(470) 218-3562	
<b>Complete Primary Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>		
55 Trinity Ave SW	Atlanta	GA			
<b>Email Address</b>	jejordan@atlantaga.gov		<b>Fax Number (include area code)</b>		
<b>Project Name</b>	Government Affairs				

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed  Title (Authorized Signature of Proposer) Marci Rubensohn, Senior Policy Advisor

Company Name Holland & Knight LLP

Date 12/2/2021

RFP 22-300 State Lobbying and Legislative Representation Services  
RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.  
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Holland & Knight is not a corporation. Please see attached certificate of partnership on the next page.

# State of Florida



## Department of State

I certify from the records of this office that HOLLAND & KNIGHT LLP is a partnership.

I further certify that said partnership filed a Statement of Qualification on January 6, 1998. The document number assigned to this statement is LLP980000003.

I further certify that the status of said partnership is active.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Ninth day of February, 2021



CR26022 (01-11)

Laurel M. Lee


Secretary of State



**CERTIFICATE OF AUTHORITY**

I hereby certify that, pursuant to the attached excerpts from the Holland & Knight LLP ("H&K") Amended and Restated Partnership Agreement effective July 31, 2021 ("Partnership Agreement"), Robert Highsmith, currently a Partner of H&K, is an authorized signatory to enter into and execute H&K's response to Augusta, Georgia Consolidated Government, Request For Proposals, RFP #22-300, State Lobbying and Legislative Representative Services, and to execute on behalf of H&K any agreement resulting from that negotiation.

IN WITNESS WHEREOF, this certificate has been executed by:

By:   
Crystal J. Adkins  
Partner and Deputy General Counsel

Dated: December 1, 2021

Excerpts from  
**AMENDED AND RESTATED PARTNERSHIP AGREEMENT  
 OF  
 HOLLAND & KNIGHT LLP  
 EFFECTIVE AS OF JULY 31, 2021**

**ARTICLE I  
 DEFINITIONS, ACCOUNTING TERMS AND CONSTRUCTION**

**Section 1.1 Definitions.** Capitalized words and phrases used in this Agreement and not otherwise defined have the following meanings:

*"Ordinary Course of Practice"* means the usual and customary activities of a Partner in rendering, managing, and administering legal services to Clients, in developing new Client relationships for the Firm, and otherwise in performing the usual and customary duties and responsibilities incident to the practice of law, including executing engagement instruments on behalf of the Firm.

**ARTICLE V  
 PROFESSIONAL RESPONSIBILITY AND CONDUCT OF PARTNERS**

**Section 5.6 Relations of Partners to Persons Dealing with the Firm.** Subject to the restrictions in Section 5.7, each Partner shall have the authority to act in the Ordinary Course of Practice. Action taken by a Partner that is in the Ordinary Course of Practice shall bind the Firm, unless the Partner was not authorized to take such action and the person with whom such Partner was dealing knew or had received notice that such Partner was not authorized to take such action. Action taken by a Partner that is not in the Ordinary Course of Practice shall not bind the Firm, unless either (i) the Managing Partner or the Directors Committee, acting within their respective spheres of authority (as provided in this Agreement), has authorized the Partner to take such action, or (ii) such action is specifically authorized in this Agreement.

**5.7 Restriction on Activities of Partners.**

(a) A Partner shall not engage in the practice of law or any Related Activity, except on behalf of the Firm.

(b) A Partner shall not undertake a civic, professional, or eleemosynary responsibility or activity if the Managing Partner determines that such activity is inconsistent with the best interests of the Firm.

(c) A Partner shall not undertake or continue a legal representation or other engagement by the Firm if the Managing Partner determines that such representation is inconsistent with the best interests of the Firm.

(d) A Partner shall not be a passive investor in any enterprise if (i) such enterprise is known by the Partner to be engaged in any illegal business or to be conducting a legal business in a manner that violates the criminal laws, (ii) the Managing Partner determines that such Partner's passive investment in such enterprise would (A) adversely affect or diminish the business reputation of the Firm, (B) create a conflict of interest for the Firm under the applicable rules of professional conduct or responsibility, or (C) create a business conflict of interest that is inconsistent with the best interests of the Firm, or (iii) the Managing Partner determines that the

Partner's passive investment in such enterprise would impair the ability of the Partner to exercise independent professional judgment on behalf of Clients.

(e) A Partner shall not invest, directly or indirectly, in Clients, vendors, or contractors of the Firm, except in compliance with the policies of the Firm adopted by the Directors Committee.

(f) A Partner shall not be engaged actively in the conduct of any business activity that would impair the Partner's ability to engage in the full-time practice of law, except to the extent permitted by the Managing Partner (i) in accordance with general policy adopted by the Directors Committee, or (ii) as otherwise consistent with the best interests of the Firm.

(g) A Partner shall not engage in any business or activity that the Managing Partner reasonably determines is inconsistent with the best interests of the Firm or inconsistent with general policy adopted by the Directors Committee.

(h) A Partner shall not be a candidate for, or serve in, an elected public office, except in compliance with the policies of the Firm adopted by the Directors Committee.

**Georgia Lobbyist State Registration**

Below is information about our lobbyists' registration:

**Marci Rubensohn: Lobbyist ID # L20051397**

**Robert Highsmith: Lobbyist ID# L20051064**

## B. Qualifications & Experience

### (a) Describe your experience, capabilities and other qualifications for this project.

Since opening our doors in 1994, many Georgia companies and government entities have turned to Holland & Knight's Atlanta office because of our strong regional, national and global capabilities. Conversely, many national and global companies, as well as government entities, are served by our Atlanta office for our strong regional representation.

Our clients come to us because of Holland & Knight's quality, service and, most importantly, results for our clients. In the state capital, recent successes for clients include the following:

- Successfully passed legislation on behalf of CIM Group, a large national real estate development corporation, creating a \$600 million dollar tax incentive – the largest economic development incentive in Georgia history.
- On behalf of the Atlanta Hawks Basketball Club, successfully extended car rental tax collections beyond their 2038 sunset date to raise at least \$110 million to fund the renovation of Philips Arena.
- Successfully passed legislation approving CSX's lease of the Western & Atlantic Railroad.
- Successfully advocated on behalf of Stonehenge Capital, a national finance company with expertise in structured tax credit finance, in passing legislation providing \$60 million in state tax credits for investment in rural and agriculture businesses throughout Georgia.
- Successfully opposed legislation on behalf of Community Associations Institute, a national organization of condominium, cooperative, and homeowner associations, that would have created limitations on certain fees imposed on purchasers of real estate.
- Successfully represented the Metropolitan Atlanta Rapid Transit Authority (MARTA) in passing legislation granting more flexibility in the negotiation and selection of concession partners at MARTA stations throughout metropolitan Atlanta.
- Successfully defended City of Atlanta's Hartsfield Jackson Atlanta International Airport from takeover by the State.

Named "Top Players in the Georgia Legislature" by the *Atlanta Journal-Constitution*, Holland & Knight has provided top-notch service and results for government advocacy clients in the state capitol since 1998. As your legislative advocate, we work to identify, pass, amend, or defeat proposals directly affecting your operations.

Holland & Knight's Atlanta office is located at 1180 W. Peachtree Street. It is about four miles from the state Capitol building, making it easy for your Holland & Knight team to attend legislative proceedings on a daily basis.

### (b) Disclose any relationships that may be considered a conflict of interest or may raise a conflict of interest.

**Holland & Knight**

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Holland & Knight does not have any relationship which would pose a conflict of interest.

**(c) Disclose any relationships that may have an impact upon the services to be provided.**

Holland & Knight does not have any relationship which may have an impact upon the services provided.

**(d) Describe in detail your demonstrated experience in bi-partisan and coalitions building.**

Building legislative coalitions to support mutual goals is a Holland & Knight specialty. Members of our team have worked with – or even for – several statewide municipal groups that likely have common interests with the Augusta-Richmond County ("Augusta" or "City of Augusta"). For example, Marci Rubensohn, your proposed Holland & Knight team leader, was the deputy director of government relations at the Georgia Municipal Association for over a decade. During that time, she developed legislative policy positions for the association and cultivated strong relationships with local and state elected officials. She still maintains those ties today – and can use them to benefit Augusta Richmond County and its citizens.

**(e) Demonstrate and document successful state legislative lobbying service experience for an entity comparable to the City during the last five (5) years.**

Our team has provided legislative services to other municipal clients including City of Savannah and City of Atlanta. Our accomplishments include:

- The initial creation the IT/Logistics Corridor, followed by legislation to expand the boundaries of the Corridor, and successful procurement of \$400,000 in the state budget for the Corridor.
- An exemption for Savannah's historic district from small cell technology.
- Extension of the City of Atlanta's Municipal Option Sales Tax for sewer infrastructure funding.
- Passage of Urban Enterprise Zone legislation to increase funding for affordable housing.
- Defensive measures to prevent state takeover of Atlanta's Hartsfield Jackson International Airport.
- Defensive measures to protect the Savannah Airbnb ordinance from state pre-emption.
- Defensive measures to protect the Savannah shopping cart ordinance from state preemption.
- Defensive measure against the de-annexation of Savannah Memorial Hospital from the city.
- Statutory authority for the City of Savannah to use real estate brokers to sell commercial property.

**(f) Provide a list of legislation or initiatives advanced in the last five (5) years, demonstrating experience in advancing legislation or initiatives; and strategies used therein.**

Our clients come to us because of Holland & Knight's quality, service and, most importantly, results for our clients. In the state capital, recent successes for them include the following:

- Successfully passed legislation on behalf of CIM Group, a large national real estate development corporation, creating a \$600 million dollar tax incentive – the largest economic development incentive in Georgia history.
- On behalf of the Atlanta Hawks Basketball Club, successfully extended car rental tax collections beyond their 2038 sunset date to raise at least \$110 million to fund the renovation of Philips Arena.
- Successfully passed legislation approving CSX's lease of the Western & Atlantic Railroad.
- Successfully advocated on behalf of Stonehenge Capital, a national finance company with expertise in structured tax credit finance, in passing legislation providing \$60 million in state tax credits for investment in rural and agriculture businesses throughout Georgia.
- Successfully represented the Metropolitan Atlanta Rapid Transit Authority (MARTA) in passing legislation granting more flexibility in the negotiation and selection of concession partners at MARTA stations throughout metropolitan Atlanta.

(g) Provide how many years operated under current company name

Holland & Knight has operated under its current company name for 53 years.

(h) Provide if ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from doing business.

Holland & Knight has never been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from doing business.

(i) Provide a list of previous clients for whom you have performed lobbying services.

Below is a list of government advocacy clients Holland & Knight currently represents in Atlanta:

- |                                     |  |
|-------------------------------------|--|
| • Applied Information               | • Classic Center Authority               |
| • Atlanta Beltline, Inc.            | • ECMC Group                             |
| • Atlanta Gas Light Company         | • Emergent Biosolutions                  |
| • Atlanta Hawks, LLC                | • Grocery Delivery E-Services Usa, Inc.  |
| • Caesar's Enterprise Services, LLC | • Lockheed Martin Corporation            |
| • Centene Corporation               | • Schneider Electric                     |
| • Charter Communications            | • The Coca-Cola Company                  |
| • City Of Atlanta                   | • Thomson Reuters                        |
| • City of Savannah                  | • Verified Voting                        |
|                                     | • Walton County (Board Of Commissioners) |

(j) Provide a list of current clients for who you will perform lobbying services during the upcoming legislative session. Do not include contact information for current clients. Include a list of projected legislation to be advanced for each identified client.

Holland & Knight's current clients for who we will perform lobbying services during the upcoming legislative session are listed in the previous question. Our client's legislative initiatives are still being developed and finalized but our representation of similar municipal clients in Atlanta will enhance our ability to advance legislation that will benefit Augusta Richmond County.

(k) Provide information regarding the extent of your relationship with State and Federal agencies.

As stated earlier, Holland & Knight has been a formidable state lobbying practice in Atlanta since 1994. Much of this strength has come from our relationships on both sides of the aisle and with key state officials, including those listed below:

*Governor:* We have a long-term relationship with Governor Kemp and with several key members of his policy staff. Mr. Highsmith served as General Counsel to former Georgia Governor Perdue; at the time, then state senator Kemp served as Governor Perdue's Floor Leader. Mr. Highsmith worked with Kemp to successfully execute the Administration's legislative package. More recently, we have actively supported Governor Kemp's campaigns for Agriculture Commissioner, Secretary of State, and Governor. Our relationships with his key staff members are strong.

*Lieutenant Governor:* We have a strong relationship with the Lieutenant Governor and his staff. We worked closely, and successfully, with his Chief of Staff and key policy advisors throughout the last legislative session on several matters of high importance to several of our clients.

*Attorney General:* Mr. Highsmith has worked closely with Attorney General Carr throughout Carr's various positions in state and federal government and the private sector. We were supportive of his campaign for Attorney General and continue to work with him on a regular basis.

*Secretary of State:* We have worked closely, and with success, with the Deputy Secretary of State and the agency's policy and legal staff on important elections issues.

*Speaker of the House:* We have solid relationships with the Speaker and his staff members. Holland & Knight has previously worked closely with the Speaker's chief of staff and chief counsel on a number of legislative issues, and we maintain a positive working relationship with the Speaker as well as additional key staff members.

*President Pro Tempore of the Senate:* We have strong relationships with the Senate President Pro Tempore. We worked directly with him and his staff on several legislative issues.

**Majority and Minority Leader of the House and Senate:** Holland & Knight works closely with leadership of both political parties in both legislative chambers. We have strong relationships with the current majority and minority leaders, as well as other legislative leadership.

Our team represents diverse large governmental and corporate clients in government affairs before a myriad of Georgia state and local governmental agencies, including the:

- Department of Transportation
- Department of Community Affairs
- Department of Revenue
- Public Service Commission.
- Department of Community Health.
- Department of Insurance.
- Department of Economic Development

**(I) State your experience with or familiarity with state and federal funding (including, but not limited to transportation funding). Provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.**

Being at the Capitol every legislative day, having strong relationships with the House and Senate appropriations chairs, and having worked on the state budget at the highest levels as governor's counsel, Holland & Knight has the connections to the state agencies and elected officials that the City needs to achieve your goals.

Our Holland & Knight team is comprised of government relations attorneys who engage and are present in Atlanta at the Capitol every day throughout the legislative session. The team works closely with the Governor's Office, legislators and agency staff throughout the year. We can use our ties to identify appropriations that will contribute to the levels of service and quality of programs provided to the citizens and stakeholders of Augusta Richmond County. An example of our success includes the initial creation the IT/Logistics Corridor for City of Savannah, followed by legislation to expand the boundaries of the Corridor, and successful procurement of \$400,000 in the state budget for the Corridor.

#### **Federal Funding**

We are happy to provide federal lobbying services for an additional fee. The current scope of this proposal and our proposed fee do not include federal lobbying services.

**Appropriations:** The Holland & Knight team knows how to maneuver the appropriations process to advance our clients' priorities. Earmarks—now called Community Project Funding (House)/Congressionally Directed Spending (Senate)—returned this year after being banned for more than ten years. While earmarks provide new opportunities for the City to secure funding for its priority projects, it can be a challenging process to navigate. Because of our previous extensive experience working on earmarks before they were banned, we understand the nuances of this process and can help the City put forward competitive proposals that are successfully funded. We will specifically work with the City to strategically align its priorities with the right earmark accounts. We will then draft the white papers needed to provide background information on the project requests, fill-out the required forms needed to submit projects and draft request letters from City leadership to Congress as part of a formal submission process.

**Grants:** Holland & Knight has relationships across federal agencies. Because of our close relationships with both career and political staff at federal agencies, we can often gain intelligence and insight into key criteria and priorities for the grant programs that agency officials may be considering, thus enabling our clients to position themselves to be more competitive. After the City identifies a grant opportunity, we will help craft the grant application to carefully address selection criteria, stressing certain project aspects that the agencies may be more focused on during a particular round of funding. We will then set up meetings with the federal agencies/ departments to discuss the City's proposed initiatives; work with the Congressional delegation to solicit support for grants through letters and direct contact with the agency leadership; and use our close relationships with the Administration to lobby on your behalf.



### C. Organization and Approach

Include general information on your organization and management process to include the following: line of authority, who will have overall responsibility for the project, who will oversee daily operation and whether production is accomplished in-house. The proposal should state who would perform specialized services that may be needed. Include an organizational chart indicating the level of professional seniority of each member and the time commitments and task responsibility of each phase of the project.

Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with project completion. This information should include all persons the firm proposes to engage in the task, their professional experience and licensing status. Individuals designated as primary responsible parties shall be clearly identified as such.

Team Lead Marci Rubensohn will serve as Augusta Richmond County's relationship partner, responsible for overseeing the daily operation and effective management of the engagement. Ms. Rubensohn will be responsible for ensuring the firm addresses Augusta/Richmond's priorities and interests in a timely, thorough and cost-effective manner. Ms. Rubensohn will stay in ongoing communication with your staff about Holland & Knight's activities on your behalf and your evolving needs. This two-way approach helps to keep the entire Holland & Knight team working in sync with and accountable to the consolidated government. While we believe the role of relationship partners helps to make sure nothing falls through the cracks, it is important to emphasize that every member of the Holland & Knight team is accessible. A hallmark of Holland & Knight's work is that we act as a seamless extension of your team. We will provide timely updates to staff and respond to inquiries related to the advancement of your goals. Every member of our team is available 24/7 to answer any questions. Below please find a chart that outlines the key leads for our team.

Name	Title	Professional Experience/Licensing	Time Commitment	Task Responsibility
Marci Rubensohn	Senior Policy Advisor	-Designs and lobbies for legislative and regulatory solutions to problems facing large private and public clients, primarily before Georgia state and local government -Bar Admission: Georgia	135 hours/year	Relationship Partner/ Primary Responsible Party

				Development of legislative package, meetings with local officials, local delegation, legislature and legislative leadership and Governor's Office. Facilitating legislation through legislative process. Provide reporting and regular updates to city staff and officials
Robert Highsmith	Partner	- Leader of Georgia Government Advocacy Team -Bar Admission: Georgia	24 hours/year	Meetings with legislative leadership and Governor's Office.
Kevin Gooch	Partner	-Financial services attorney in Holland & Knight's Atlanta office -Bar Admission: Georgia	12 hours/year	Meetings with local staff and officials.

## D. Project Management

---

Responders are requested to provide the following:

- a) describe how the project will be organized and managed;
- b) describe progress reporting procedures;
- c) describe anticipated use of subcontractor and/or partnerships;
- d) complete Attachment D, Subcontractor Reference and Release Form; and
- e) describe the resources necessary to accomplish the purpose of the project.

Holland & Knight's team represents public agencies across the United States. Below is our approach to ensuring we adhere to work plans and a budget for services rendered:

*Issue Management:* Project Manager Marci Rubensohn will be responsible for ensuring Augusta Richmond's priorities are addressed in a thorough and responsive manner. This will be accomplished in weekly internal team meetings. At these meetings, members of your Holland & Knight team will review congressional and agency contacts and feedback; next steps for each priority project/issue; challenges and opportunities; adjustments in strategy in real time; and needed supplemental staff and technical resources. Ms. Rubensohn also will serve as the day-to-day contact. She will work closely with you by staying in ongoing communication with your staff and board members. This two-way approach helps to keep the entire Holland & Knight team working in sync with – and accountable to – City of Augusta and its staff.

*Performance Benchmarks and Plans:* Holland & Knight believes that regular evaluation of our performance, progress, and outcomes are important in our relationship. As we do for all of our clients, we provide monthly reports and have regular check-ins to ensure goals are met. We like to frequently discuss objectives, project outcomes and achievements, progress toward results, accountability, the quality of the communications and feedback between Holland & Knight and City of Augusta.

Holland & Knight does not require the Augusta Richmond to acquire specific resources to accomplish the purpose of this project.

## **E. Scope of Services**

**Provide experience and approach to the following as requested in Section II Scope of Work.**

**Assisting in the preparation of Augusta, GA's annual legislative agenda.**

**Each fall, Holland & Knight will work with city staff and officials to prepare your annual legislative agenda for the upcoming legislative session.**

**As an extension of your team, we will work closely with you to develop a strategic plan of action to advance each specific project and policy priority to achieve measureable results. In this dynamic political environment, our team understands that in order to be successful, it is essential to use a comprehensive approach that includes message development, coalition building, branding, social media, and communications to complement our advocacy efforts.**

**We would take the following basic steps to develop and execute a strategy around a specific funding or policy priority:**

- **Consult with the Augusta Richmond County to gain a full and comprehensive understanding of its specific funding needs and policy priorities. We would want to understand the dynamics around the particular policy/funding priority, the issues/challenges we are trying to address at the state level, and local successes that we could highlight on the issue. The goal would be to develop the "Augusta Richmond County Story" around the particular issue.**
- **Create messaging materials and briefing materials to describe Augusta Richmond County initiatives. These materials are "living" documents that will be constantly refined based on new information/feedback we receive as the initiative unfolds.**
- **We will partner with staff and elected officials to develop achievable legislative goals. Once completed, we will continue to meet with the staff, mayor and Commission as often as is necessary throughout our partnership.**
- **With the staff's guidance, we would develop a media strategy to complement our advocacy work and to ensure that messaging materials reinforce your overall message. We would also identify opportunities to highlight the work through the local, and social media.**
- **Develop forums to highlight the Commission's work at the state level by partnering with high-level organizations that support the initiative and that can help garner legislative/media attention.**

**Explaining and promoting the legislative agenda to elected officials, agency heads, and decision makers.**

Holland & Knight will actively and aggressively advocate for Augusta Richmond County to advance its priority issues. As part of this advocacy, we will engage with elected officials, agency heads, and decision makers to discuss City of Augusta's priorities, respond in a timely basis to inquiries and concerns, and gather behind the scenes information and intelligence on challenges and opportunities.

**Presence in the State Capitol during Georgia General Assembly's active sessions.**

Your Holland & Knight team is at the state Capitol every day during the legislative session, both when the legislature is convened and on committee meeting days. We routinely cover both the House and Senate committees that hear legislation pertinent to local government. Because of our ties at the Capitol and with state agencies, we can organize trips for Commissioners and staff to Atlanta and handle all logistics when meeting with elected officials, state appointed officials or other key decision makers.

**Attending relevant legislative sessions, committee meetings and working groups.**

Our team will attend legislative sessions, committee meetings and working groups as requested.

**Assisting in the drafting of legislation.**

Holland & Knight can help City of Augusta on technical matters. We will draft legislative language, reports, and other written materials to advance the City's legislative program. We will assist you in advancing your priorities to ensure that legislative proposals and technical documents are crafted to take in account issues from both sides of the aisle.

**Monitoring bills and submitting weekly reports to the City.**

Ms. Rubensohn has extensive experience reviewing and monitoring legislation which would impact municipalities and she will monitor legislation daily to ensure that city officials are aware of bills which would impact government operations.

Holland & Knight can provide insightful and complete legislative analyses for the City of Augusta. Throughout the legislative session, we will prepare a weekly written report of all relevant legislation to keep officials informed of our progress.

In November and December, we will provide a pre-legislative session report to the City of Augusta. In April, we can provide a post-legislative session report to the Mayor, Commission and staff.

Holland & Knight also provides other ways to communicate our progress with the City's agenda.

As a matter of practice, we often schedule bi-weekly calls with our clients to provide updates. Throughout the legislative session, we communicate more frequently through calls and emails. This approach allows us to understand your evolving needs and priorities, making us more effective in representing you.

A list of communications Holland & Knight clients receive includes:

**Holland & Knight**

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- Quarterly reports during the legislative interim with the status of legislative, regulatory and public affairs initiatives we are addressing for the City of Augusta.
- Bi-weekly calls which provide information regarding legislative or regulatory activities important to the consolidated government .
- Weekly legislative updates during the legislative session regarding legislative or regulatory activities important to the government.
- Post-session summary of legislation affecting the City of Augusta.

If selected, Holland & Knight can tailor these updates to meet your schedule and needs. We offer this because close communication among our team members and our clients is a hallmark of Holland & Knight's work.

In fact, we encourage you to reach out to us beyond scheduled calls because we know that important issues arise beyond the normal workday. This way, you feel a part of our day-to-day advocacy efforts and are always up to speed on our activities and progress.

**Informing City representatives of pending legislation that will have positive or negative consequences for the City.**

One of the hallmarks of Holland & Knight is our proactive approach. We are in constant communication with our clients, providing updates on all legislative and regulatory activity and helping them to act accordingly if there is an opportunity or threat from it. Our goal is to know about legislation before it is introduced – giving the City an opportunity to shape legislation that advances its priorities.

**Maintaining close contact with the Augusta Board of Commissioners, other State legislators, agencies, and officials concerning the City's legislative interests.**

As noted before, you will receive information from your Holland & Knight team, as quickly and as thoroughly as you would from a member of the City's staff. So will members of the Augusta Board of Commissioners, other State legislators, agencies, and officials.

**Lobbying the Governor's staff, legislative leaders, and state agencies on a year-round basis.**

Being at the Capitol every legislative day, having strong relationships with the House and Senate appropriations chairs, and having worked on the state budget at the highest levels as governor's counsel, Holland & Knight has the connections to the state agencies and elected officials that the City needs to achieve your goals.

Our Holland & Knight team is comprised of government relations attorneys who engage and are present in Atlanta at the Capitol every day throughout the legislative session. The team works closely with the Governor's Office, legislators and agency staff throughout the year. We are based in Atlanta, but we travel throughout the state and even around the country when the Legislature is not in session to meet with legislators and attend relevant study committee meetings and legislative conferences.

## Holland & Knight

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We have a long-term relationship with Governor Kemp and with several key members of his policy staff. Mr. Highsmith served as General Counsel to former Georgia Governor Perdue; at the time, then state senator Kemp served as Governor Perdue's Floor Leader. Mr. Highsmith worked with Kemp to successfully execute the Administration's legislative package. More recently, we have actively supported Governor Kemp's campaigns for Agriculture Commissioner, Secretary of State, and Governor. Our relationships with his key staff members is strong.

We also have strong ties with current leadership in the General Assembly, including the Speaker, the Lieutenant Governor, majority leaders of both chambers and parties, and chairmen of the respective local government committees. Our relationships with committees is below:

Georgia House	Appropriations Committee; Budget and Fiscal Affairs Oversight Committee; Economic Development and Tourism; Energy, Utilities and Telecommunications Committee; Governmental Affairs; Health and Humans Services Committee; Insurance Committee; Intragovernmental Coordination Committee; Judiciary Committee; Judiciary Non-Civil Committee; MARTOC Committee; Regulated Industries Committee; Rules Committee; Transportation Committee; Ways & Means Committee.
Georgia Senate	Administrative Affairs Committee; Appropriations Committee; Assignments Committee; Economic Development Committee; Finance Committee; Government Oversight Committee; Health and Human Services Committee; Insurance and Labor Committee; Judiciary Committee; MARTOC Committee; Natural Resources and the Environment Committee; Regulated Industries and Utilities Committee; Rules Committee; State and Local Government Operations Committee; Transportation Committee.

We can use these ties to lobby the governor's staff, legislative leaders and state agencies on a year round basis.

Assisting in the identification of potential local, regional, or statewide opportunities or common goals that may benefit the City.

Building legislative coalitions to support mutual goals is a Holland & Knight specialty. Members of your team have worked with – or even for – several statewide municipal and county groups that likely have common interests with the city. For example, Marci Rubensohn, your proposed Holland & Knight team leader, was the deputy director of government relations at the Georgia Municipal Association for over a decade. During that time, she developed legislative policy positions for the association and cultivated strong relationships with local and state elected officials. She also worked closely with the legislative staff of the Association of County Commissioners of Georgia on several issues that were of importance to both city and county governments. She still maintains those ties today – and can use them to benefit the City of Augusta and its citizens.

**Holland & Knight**

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**Maintaining close contact with Georgia's US Congressional members and staffers, other relevant legislators, agencies, and officials concerning the City's legislative interests.**

**Holland & Knight has a strong bipartisan team with deep ties among federal decision-makers in Congress to help City of Augusta advocate for its federal priorities. We are happy to provide federal lobbying services for an additional fee. The current scope of this proposal and our proposed fee do not include federal lobbying services.**

**The team has strong working relationships with the White House, the Administration, and Congress. We work closely with the Georgia Congressional delegation including Senators Jon Ossoff and Raphael Warnock, and Rep. Rick Allen on behalf of our Georgia clients and we will leverage these relationships on your behalf.**

**Our team has longstanding, close relationships with the key House and Senate committee chairs and ranking members, and House and Senate leadership. These relationships are critical for securing champions for the City to advance its federal priorities, to help showcase Augusta Richmond's work at the national level, and secure opportunities for city officials to testify before Congress.**

**Our relationships with Congressional Leadership include:**

Holland & Knight's Relationships With Congressional Leadership	
Senate	House
<ul style="list-style-type: none"> <li>• Senate Leadership (Majority Leader, Minority Leader, Majority Whip, Minority Whip, and Majority Conference Secretary)</li> </ul>	<ul style="list-style-type: none"> <li>• House Leadership (Speaker of the House, Majority Leader, Minority Leader, Majority Whip, and Minority Whip)</li> </ul>
<ul style="list-style-type: none"> <li>• Chair/Ranking Member, Senate Environment and Public Works Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Chair/Ranking Member, House Transportation and Infrastructure Committee</li> </ul>
<ul style="list-style-type: none"> <li>• Senate Banking, Housing, and Urban Affairs Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Chair/Ranking Member, House Financial Services</li> </ul>
<ul style="list-style-type: none"> <li>• Chair/Ranking Member, Senate Finance Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Chair/Ranking Member, House Ways and Means Committee</li> </ul>
<ul style="list-style-type: none"> <li>• Chair/Ranking Member, Senate Commerce, Science, and Transportation Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Chair/Ranking Member, House Energy and Commerce Committee</li> </ul>
<ul style="list-style-type: none"> <li>• Chair/Ranking Member, Senate Appropriations Committee and Subcommittees</li> </ul>	<ul style="list-style-type: none"> <li>• Chair/Ranking Member, House Appropriations Committee and Subcommittees</li> </ul>

Holland & Knight's Relationships With Congressional Leadership	
Senate	House
• Chair/Ranking Member, Senate Energy and Natural Resources Committee	• Chair/Ranking Member, House Natural Resources Committee
• Chair/Ranking Member, Senate Homeland Security and Governmental Affairs	• Chair/Ranking Member, House Homeland Security Committee

As mentioned above, Holland & Knight has relationships with federal agencies which oversee issues of importance to City of Augusta, including:

- Army Corps of Engineers
- Department of Commerce, including the Economic Development Administration and the National Telecommunications and Information Administration
- Department of Defense
- Department of Health & Human Services
- Department of Homeland Security, including FEMA
- Department of Housing and Urban Development
- Department of Justice, including the COPS Office
- Department of Labor
- Department of Transportation
- Department of Treasury
- Department of Veterans Affairs
- Environmental Protection Agency

Lobbying the Congressperson's staff, legislative leaders, and agencies on a year-round basis.

For an additional fee, Holland & Knight will actively and aggressively advocate for City of Augusta to advance its priority issues. These efforts include lobbying the congressional delegation, key congressional committee and subcommittee leaders, House and Senate leaders, the White House, and federal department/agency officials to achieve your legislative, regulatory, and funding objectives.

Assisting in the identification of potential funding opportunities included (but not limited to) earmarks, special purpose funding or common goals that may benefit the City.

Holland & Knight will provide activity reports and additional communications, which will include:

- *Weekly Grant Notifications:* Each week, we comb through the Federal Register, Grants.gov, and other resources to identify specific federal grant opportunities that may be of interest to the City.
- *Strategic Grant Analysis:* When the City decides to pursue a particular grant opportunity, we are available to assist in mapping a strategic plan to pursue the grant, address selection criteria, and emphasize certain project aspects that the agency may be more focused on in a particular round of funding.

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- **Weekly "Eyes on Washington" updates**, which offer the City the latest information on key developments in Congress and the executive branch.

Finally, as we have stated before, Holland & Knight's team members are available to you 24 hours a day, seven days a week. We will do whatever it takes to get the job done. Our goal is to become a core part of your team so that we can provide the City with the strongest voice possible in Atlanta.



**F. Financial Stability**

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Provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.

Please see our financial statements on the next page.

## G. References

All proposers must provide a list of services in the last five (5) years as references. Include legislation advanced for each identified client. Include the name of the organization, the address, the point of contact, and the contact's phone number, fax number and email address and all additional information requested on the Reference and Release Form, included as Attachment C.

Our references are also available under Attachment C in the Procurement Documents section.

Client Name	Title & Company	Contact Information	Duration and Description of the Project
Tom Gehl	Director, Government Relations Georgia Municipal Association	201 Pryor Street Atlanta, Georgia (678) 688-6247 <a href="mailto:tgehl@gmanet.com">tgehl@gmanet.com</a>	Colleague, Government Affairs 2005-2016
Joe Shearouse	Deputy Chief of Staff, City of Savannah	<a href="mailto:Jshearouse01@savannahga.gov">Jshearouse01@savannahga.gov</a> (912) 651-6401	Client, 2018-2019, 2121-present
Jerome Jordan	Deputy Chief of Staff, City of Atlanta	55 Trinity Ave SW Atlanta, Georgia (470) 218-3562 <a href="mailto:jejordan@atlantaga.gov">jejordan@atlantaga.gov</a>	Client, 2016-present

## H. Fee Proposal

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The fee proposal must be submitted in a separate, sealed envelope with the responder's name and "fee Proposal for Request for Proposals No. 22 - 300 for State Legislative Lobbying Services" on the outside of the envelope.

The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.

**DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.**

Including fees in any area outside of the fee Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.

Responders are required to submit their costs on Attachment A, Cost Proposal Form.

Our Cost proposal is included separately as requested.

## **J. Systematic Alien Verification for Entitlements Program**

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**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1. it is mandatory that the Systematic Alien Verification for Entitlements (SAVE) Program form included as page XXX be completed and returned with responder's proposal.

Attachment B is included under Procurement documents.

## Professionals

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### Robert S. Highsmith Jr.



**Partner**  
**Atlanta**  
**404.898.8012**  
**robert.highsmith@hklaw.com**

### Practices

**Public Policy & Regulation | Energy | Federal Budget and Appropriations | Communications | Public-Private Partnerships | State Capitals | Government Representation | Political Law | Public Finance | Alcohol Beverage | Risk and Crisis Management | State and Local Government Procurement | State Attorneys General**

### Industries

**Energy and Natural Resources**

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**Robert S. Highsmith Jr. practices regulatory and administrative law, public policy litigation, government contracting and government relations. He represents diverse large corporate and governmental clients in contested matters, large transactions and government affairs before myriad Georgia state and local governmental agencies, including the Public Service Commission, Department of Community Health, Department of Revenue, the General Assembly and the City of Atlanta. He also advocates before Georgia's congressional delegation.**

**Mr. Highsmith has extensive experience advocating client regulatory and policy interests across a wide range of substantive areas, including:**

- **natural gas and energy**
- **healthcare**
- **tax incentives and economic development**
- **government procurement**
- **government investigations**
- **transportation**

**Holland & Knight**

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- insurance
- alcohol beverage regulation
- federal and state appropriations

He routinely handles a wide range of matters including:

- administrative litigation
- public policy litigation
- regulatory policy
- bid protest and procurement litigation
- internal investigations
- State Attorney General investigations
- taxation
- tax incentives for economic development
- legislative lobbying
- campaign finance and election law compliance

Mr. Highsmith has an active public policy litigation practice, with a focus on state constitutional issues and regulatory appeals.

Mr. Highsmith's recent matters include:

- representing the Southeast's largest natural gas utility in multiple contested matters before the Georgia Public Service Commission
- leading negotiations on behalf of a major Atlanta sports franchise for the renovation of the team's home arena
- leading a multidisciplinary team designing and implementing the largest economic development incentive transaction in Georgia history, more than \$1 billion, on behalf of a national real estate developer for a \$5 billion mixed-use project. Mr. Highsmith conceived, wrote and lobbied for the passage of the enabling state statute, advocated during contested and heavily politicized proceedings before the Atlanta City Council, and appeared as lead developer counsel in judicial bond validation proceedings
- serving as lead litigation counsel to one of Georgia's largest hospital systems opposing efforts to subject the system to asymmetric and anticompetitive disclosure regulation
- leading the lobbying team that stopped state takeover of Hartsfield-Jackson Atlanta International Airport in 2018, 2019 and 2020
- leading the legal team negotiating with the State of Georgia on behalf of a Class 1 railroad for the lease of a major state-owned rail line
- successfully defending the awards of several multibillion-dollar Medicaid managed care contracts in multiple states to one of the nation's largest providers of government-sponsored healthcare programs

- successfully defending the innovative sales practices of a large manufacturer of electric vehicles against regulatory challenges by an association of auto dealers that involved both administrative and legislative resolution
- successfully defending the award of a multibillion-dollar state pharmacy benefit management contract to one of the nation's largest pharmacy benefit management companies
- successfully defending two large governmental authorities against alleged violations of government transparency laws
- several State Attorney General investigations
- serving as outside general counsel to the Metropolitan Atlanta Rapid Transit Authority (MARTA) from 2016 to 2020
- serving as a lead lobbyist for Georgia's largest Medicaid managed care organization, two global telecommunications conglomerates, a large national pharmacy benefits management company, the world's busiest airport measured by passenger traffic and a large mass transit agency, among others

Mr. Highsmith served as an executive counsel to former Georgia Gov. Sonny Perdue. As Perdue's lead legislative lawyer, Mr. Highsmith drafted and lobbied for Perdue's legislative package each year. He also advised Perdue on the full gamut of executive legal matters, including the state budget process, government procurement, transportation funding, water resource planning and redistricting litigation. Mr. Highsmith serves on Gov. Brian Kemp's Judicial Nominating Commission (JNC), which recommends judicial appointments statewide to the governor. He is the only member to have also served on the JNC under former Govs. Nathan Deal and Sonny Perdue.

Having served as outside counsel for two Georgia governors and several other Georgia elected officials, Mr. Highsmith is among Georgia's foremost authorities on governmental ethics, open records and transparency, campaign finance and election law. Mr. Highsmith formerly served on the State Ethics Commission, a quasi-judicial body with statewide jurisdiction over ethics issues involving public officials, lobbyists and state vendors, as an appointee of former Gov. Roy Barnes.

Mr. Highsmith previously served as assistant general counsel to the Georgia Republican Party, chief of staff to the Republican Caucus of the Georgia House of Representatives, and policy director to the 1998 Republican nominee for governor of Georgia.

In the fall of 2012, Mr. Highsmith was appointed Lecturer in Yale College, traveling to New Haven, Connecticut, weekly to teach "Lobbying and the Law," a for-credit undergraduate seminar that he designed.

At the University of Georgia, Mr. Highsmith's mock trial team won national first runner-up honors in the National Institute of Trial Advocacy's Tournament of Champions.

## Honors & Awards

- One of Georgia's Most Influential Politically-Connected Attorneys, *James Magazine*, 2019
- *Atlanta Magazine*, Atlanta 500 Most Powerful Leaders: Professionals, 2019, 2020
- *The Best Lawyers in America* guide, Atlanta Government Relations Lawyer of the Year, 2016, 2018, 2020, 2022
- *The Best Lawyers in America* guide, Government Relations Practice, 2008-2022
- *The Legal 500 USA*, Government - Government Relations, 2016-2021
- Client Service All-Star, The BTI Consulting Group, Inc., 2017
- Martindale-Hubbell AV Preeminent Peer Review Rated

## Memberships

- Governor's Judicial Nominating Commission, consisting of judges and lawyers who recommend judicial appointments statewide to the Governor, 2006-Present
- Federalist Society, Board of Advisors, Atlanta Lawyers Division
- Atlanta Housing Authority, Commissioner, 2017-Present
- Georgia Code Revision Commission (publisher of the Official Code of Georgia Annotated), 2012-2014
- Joseph Henry Lumpkin Inn of Court, Master
- Logan E. Bleckley Inn of Court, former Barrister
- Republican National Lawyers Association
- Energy Bar Association
- Lawyers Club of Atlanta
- State Bar of Georgia

## Publications

- A Primer For Elected Officials, Candidates & Lobbyists, *JAMES magazine*, September-October 2019
- Supreme Court Limits Protectionism by State Healthcare Licensing Boards, *Holland & Knight Alert*, March 3, 2015
- Changes to Georgia's Ethics Laws and the Impact on Businesses, *Holland & Knight Alert*, February 22, 2011
- Georgia Supreme Court Rejects Constitutional Challenge To Expert Testimony Law, *Washington Legal Foundation*, June 27, 2008
- Georgia Lawyer Legacies, *Georgia Bar Journal*, April 1, 2008

- **Holland & Knight Lawyers Named Georgia Super Lawyers – Rising Stars for 2006, September 20, 2006**
- **Georgia Enacts Direct Ship Legislation For Wine, Considers Other Delivery Options, Holland & Knight Newsletter, June 1, 2000**

#### **Speaking Engagements**

- **Ethics and Duty of Candor: Practical Challenges and Applications for the Trial Lawyer, The Institute of Continuing Legal Education in Georgia Program, January 28, 2015**
- **Judicial Diversity in the 21st Century, 2014 State Bar of Georgia Annual Meeting, June 6, 2014**
- **Institute of Continuing Legal Education in Georgia, Professionalism in Case Preparation and Presentation, March 25, 2011**
- **Too Close to Call: What You Need to Know in An Election Contest, State Bar of Georgia Headquarters, April 17, 2008**
- **Nuts and Bolts of Local Government Law, State Bar of Georgia Conference Center, Atlanta, March 13, 2008**

#### **Education**

- **The University of Georgia School of Law, J.D.**
- **Yale College, B.A., English**

#### **Bar Admissions/Licenses**

- **Georgia**

#### **Court Admissions**

- **U.S. Court of Appeals for the Eleventh Circuit**
- **U.S. District Court for the Northern District of Georgia**
- **U.S. District Court for the Middle District of Georgia**
- **All State Courts in Georgia**

**Marci Rubensohn**

**Senior Policy Advisor**  
**Atlanta**  
**404.817.8552**  
**Marci.Rubensohn@hklaw.com**

**Practices**

**Public Policy & Regulation | Government Representation | Local Government Advocacy |  
 State Capitals | State and Local Government Procurement**

**Marci Rubensohn is a senior policy advisor in Holland & Knight's Atlanta office and a member of the firm's Public Policy & Regulation Group. Ms. Rubensohn designs and lobbies for legislative and regulatory solutions to problems facing large private and public clients, primarily before Georgia state and local governments. Her clients include market leaders in energy, affordable housing, education, telecommunications and hospitality, as well as the largest airport in the world as measured by passenger traffic.**

**Ms. Rubensohn began her legislative career as an attorney for the Georgia Senate Research Office, providing legal and policy analysis of legislation coming before the Senate Judiciary Committee.**

**Following her work with the Georgia Senate, Ms. Rubensohn served as the deputy director of government relations with the Georgia Municipal Association (GMA), where she was responsible for lobbying the state legislature on behalf of the 550 members of GMA and for representing municipal utility systems at the Georgia Public Service Commission. Throughout her 10 years at GMA, she developed legislative policy positions for the association and cultivated strong relationships with local and state elected officials.**

**Ms. Rubensohn has been appointed to various task forces, including the City of Atlanta Code Enforcement Commission, the University System of Georgia Alcohol Abuse Task Force and the Midtown Atlanta Land Use Committee. She was a delegate for the American Council of Young Political Leaders (ACYPL) and a graduate of the University of Georgia Municipal Leadership Institute.**

**Ms. Rubensohn is an active member of the State Bar of Georgia and in charitable organizations in Atlanta.**

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## **Representative Experience**

### **Local Government Procurement**

- Assisted a global electric company to procure energy performance contracts for several cities in Georgia
- Assisted a Kentucky-based housing development company to obtain approval for affordable housing projects in Georgia
- Assisted an intelligent transportation system (ITS) company to successfully procure community improvement district funds for traffic technology

### **Georgia General Assembly**

- Represented a large metropolitan city to successfully extend the term of the city's infrastructure sales tax and create a new sales tax economic development tool
- Represented a coastal city to successfully create and procure funds for the city's information technology and logistics corridor
- Updated the Land Bank Authority Act to provide greater authority and flexibility for local land banks
- On behalf of pharmaceutical clients, successfully passed legislation to synchronize dispensation dates of medication
- On behalf of a New York-based national asset manager, created a rural jobs tax credit program and successfully incorporated the program into the Suggested State Legislation handbook of the Council of State Governments to be used as a model in other states
- Successfully passed legislation granting operating and management authority to a local utility authority

### **Honors & Awards**

- Top 10 Female Lobbyists, *James Magazine*
- Dean's List, Emory University
- Certificate for Excellent Achievement for Negotiation Skills, Highest Grade in Class, Emory University School of Law, Spring 2000
- Certificate for Excellent Achievement for Alternative Dispute Resolution, Highest Grade in Class, Emory University School of Law, Fall 1999

### **Memberships**

- State Bar of Georgia, 2002-Present
- University System of Georgia Alcohol Abuse Task Force, 2015
- City of Atlanta Code Enforcement Commission, 2014
- Midtown Neighborhood Association, 2010-2011

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- **Midtown Atlanta Land Use Zoning Committee, 2007-2011**
- **American Council of Young Political Leaders (ACYPL), Delegate, 2007**
- **MidCity Lofts Condominium Association, Vice President, Board of Directors, 2003-2006**
- **Pi Sigma Alpha**

#### **Education**

- **Emory University School of Law, J.D.**
- **Emory University, B.A., Political Science and Spanish**

#### **Bar Admissions/Licenses**

- **Georgia**

#### **Spoken Languages**

- **Spanish**

## Kevin A. Gooch



**Partner**

**Atlanta**

**404.817.8473**

**Kevin.Gooch@hklaw.com**

### Practices

**Financial Services | Financial Services Regulations | Private Equity | Emerging Companies**

### Industries

**Healthcare & Life Sciences**

**Kevin Gooch is a financial services attorney in Holland & Knight's Atlanta office. Mr. Gooch focuses his practice on representing financial institutions, non-bank lenders, corporate borrowers and private equity funds in complex finance and restructuring transactions, including syndicated credit facilities, bilateral loan transactions, acquisition financings, asset-based financings and notes offerings. In connection with these transactions, he drafts and negotiates loan documentation, including credit agreements, security agreements, pledge agreements, promissory notes, resolutions and legal opinions.**

**Mr. Gooch has represented various clients in more than \$20 billion of financing and restructuring transactions. In addition, he has significant experience advising publicly traded borrowers and clients in the healthcare space on credit facilities and secured loans.**

**In addition to his work on finance and restructuring transactions, Mr. Gooch has extensive experience working with entrepreneurs and emerging growth companies in all phases of their business life cycles, from company formation to helping his clients raise capital through initial seed funding, later stage rounds and managing other legal risks.**

**Prior to joining Holland & Knight, Mr. Gooch was a transactional attorney for a multinational law firm in its Atlanta office, with a focus on finance transactions and other corporate matters.**

**In addition, Mr. Gooch served as an adjunct professor from at Emory University School of Law designing and teaching "Commercial Lending" from 2015 to 2018. Additionally, he serves as a guest lecturer in "Deal Skills" at the University of Georgia School of Law on an annual basis. Mr. Gooch also is the moderator and host of "Let's Talk Leadership" series for the 100 Black Men of Atlanta Inc., where he interviews C-suite executives about their leadership journey.**

## Holland & Knight

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## **Representative Experience**

### **Financial Services Matters**

- Advise clients on strategic alternatives and the impact of such alternatives on their outstanding debt obligations
- Represented clients in nearly \$1 billion of lending transactions
- Represented one of the largest franchisees of a fitness company in obtaining and maintaining a credit facility in excess of \$100 million
- Represented a software company in obtaining and maintaining a secured credit facility in excess of \$150 million
- Represented various portfolio companies of private equity funds in obtaining and maintaining loans ranging from \$25 million to \$100 million

### **Business Operations Transactions**

- Represented a medical devices company in all aspects of legal representation relating to its business operations, including corporate governance matters, separation of one of the former C-suite executives and acquisition of a competitor
- Represented a materials company in all aspects of legal representation relating to its business operations, including overseeing employment matters, equity issuances and a variety of other matters
- Represented a food logistics company in all aspects of legal representation relating to its business operations, including equity issuances, litigation management and contract drafting and analysis
- Represented a mobile communications retailer in all aspects of legal representation relating to its business operations, including corporate governance matters, employment matters, contract drafting and analysis and an acquisition of multiple competitors

### **Honors & Awards**

- Rick Palmore Alumni Award, Leadership Council on Legal Diversity, 2021
- Atlanta 500 Most Powerful Leaders: Professionals, *Atlanta Magazine*, 2021
- Leadership Atlanta, Class of 2019
- Leadership Georgia, Class of 2017
- Leadership Council on Legal Diversity Fellow, 2015
- Outstanding Atlanta, Class of 2014
- LEAD Atlanta, Class of 2013
- 40 Under 40, American Bar Association, 2016
- Nation's Best Advocate – 40 Under 40, National Bar Association (NBA), 2016
- 40 Under 40, Emory University Alumni Association, 2016

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- *Atlanta Business Chronicle*, 40 Under 40, 2015
- *Fulton County Daily Report*, 40 Under 40, 2015
- *Georgia Trend Magazine*, 40. under 40, 2015
- 40 Under 40, University of Georgia Alumni Association, 2015
- Young Lawyers' Division Advocacy and Leadership Award, National Bar Association, 2014
- American Bar Association (ABA) Legal Opportunity Scholar, The University of Georgia School of Law, 2001-2004
- University of Georgia Regents Opportunity Scholar, 2002-2004
- Arnold Foundation Scholar, Emory University, 1997-2001

#### **Memberships**

- State Bar of Georgia
- 100 Black Men of Atlanta Inc., Chairman of the Board of Directors, 2019-Present
- The Carter Center, Board of Councilors, 2020-Present
- Oxford College of Emory University, Board of Counselors, 2008-Present
- University of Georgia Alumni Association, Board of Directors, 2019-Present
- Emory Center for Ethics, Emory University, 2020-Present
- Emerging 100 of Atlanta, President, 2013-2015
- The University of Georgia School of Law, Board of Visitors, 2005-2008
- The University of Georgia School of Law, Student Bar Association, President, 2003–2004
- The University of Georgia School of Law, Student Bar Association, 1L Class President, 2001-2002

#### **Speaking Engagements**

- Mergers and Acquisitions Update, State Bar of Georgia Institute of Continuing Legal Education (ICLE) Corporate Counsel Institute, 2020
- UCC Case Law Update, Secured Lending Seminar, State Bar of Georgia Institute of Continuing Legal Education (ICLE), 2019

#### **Education**

- The University of Georgia School of Law, J.D., *cum laude*
- Emory University, B.A., Philosophy and Political Science

#### **Bar Admissions/Licenses**

- Georgia



## Appendix Exceptions

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### SECTION III OWNERSHIP OF DATA

#### OWNERSHIP OF DATA:

The ownership of all data, drawings, charts, etc., which are prepared or produced under this contract shall be that of the City of Augusta.

*Holland & Knight seeks the right to retain our work product and the right to reuse the same. Accordingly, we request the exception below:*

*"Notwithstanding the foregoing,*

(A) nothing herein shall prohibit H&K from (i) retaining a copy of the data, drawings, charts, etc. which are prepared or produced under this contract even if such data, drawings, charts, etc. contain confidential or proprietary information regarding the City of Augusta or (ii) re-using the data, drawings, charts, etc. it develops in the course of representing the City of Augusta, to the extent such data, drawings, chats, etc. do not contain confidential or proprietary information about the City of Augusta; and

(B) nothing herein purports to transfer or requires the transfer to the City of Augusta of any (i) third party copyright or other intellectual property used for or on the City of Augusta's behalf or (ii) H&K's copyrights or other intellectual property that H&K has prepared or maintains not specifically for the City of Augusta, including without limitation H&K's proprietary methodology, technology and processes (including templates, scripts, links, materials), and software development tools and software, utilized by H&K to perform services for the City of Augusta and other clients, and H&K's trademarks or tradenames.

### SECTION V INDEMNIFICATION AND INSURANCE AND CONTACT INFORMATION

#### INDEMNIFICATION AND INSURANCE:

The offerer shall carry professional/public liability insurance coverage in the amount of Two Million Dollars (\$2,000,000.00), covering itself and all of its employees and agents, and shall indemnify and hold harmless

Augusta-Richmond City and their representatives and employees, from any ~~claim, demands, actions, and cause-for-actions~~ damages to the extent arising from any negligent act or non-act or the commission or omission of any act while under the terms of the contract. **This Indemnification agreement shall not apply to damages for which payment is available under the Contractor's professional liability insurance policies.**

*Holland & Knight seeks to line indemnification provisions up with our insurance coverage. Accordingly, we request modification as shown above.*

### SECTION VI

**Holland & Knight**

## CRITERIA FOR EVALUATION

### ATTACHMENT F SAMPLE CITY CONTRACT

#### ARTICLE V. GENERAL CONDITIONS

**G. Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

**The Contractor may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Contractor, elect to terminate the Contract by delivering to the City, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to City at least thirty (30) days prior to the effective date of termination.**

*Holland & Knight seeks the mutual right to terminate an engagement. Accordingly, we request modification as shown above.*

**Failure to Perform/ Breach of Contract:** In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance.

**In the event of breach of contract by the City, Contractor may terminate this contract under the Termination for Cause clause. Provided, that Contractor shall provide written notice to the City of said breach and City shall have five (5) days after such notice to cure said breach.**

*Holland & Knight seeks the mutual right to terminate an engagement. Accordingly, we request modification as shown above.*

**H. Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the **negligent** Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all **liabilities claims or actions** based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) **to the extent** caused by or sustained in connection with the **negligent** performance of this Contract or by conditions created thereby or arising out of or any way connected with **negligent** Work performed under this Contract, ~~as well as all expenses incidental to the defense of any such claims, litigation, and actions.~~ Furthermore, Contractor shall assume ~~and pay for, without cost to the City Indemnitees,~~ the defense of any and all claims, litigation, and actions suffered through any **negligent** act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's **sole** negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the **negligent** performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all **claims, loss, damage, charge, or expense** to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract. **This Indemnification agreement shall not apply to injury, damage, loss, charge, or expense for which payment is available under the Contractor's professional liability insurance policies.**

*Holland & Knight seeks to line indemnification provisions up with our insurance coverage. Accordingly, we request modification as shown above.*

## 1. Insurance

### 2. Additional Insured Requirement:

(a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance **and professional liability insurance** with no cross suits exclusion **(except for professional liability insurance)**. The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

*H&K is prohibited by its professional liability insurance underwriters from naming a client as an additional insured. H&K's professional liability insurance policy excludes coverage for a claim by one insured against another insured. As such we request modifications as shown above.*

Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

*Holland & Knight does not provide bonds in the event requested.*

6. **The non-professional liability insurance** Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least ~~sixty (60)~~ **thirty (30)** days prior written notice to the City **(except ten (10) days for non-payment of premium)**. Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance **and professional liability insurance**) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

*Neither the firm's professional liability insurance policy nor the Acord form used by its brokers for certificates of insurance can be endorsed to provide 60 days written notice to the City prior to any cancellation or non renewal. In the highly unlikely event H&K's professional liability insurance were cancelled or non renewed, H&K would promptly notify its clients. Notice is not available for changes to the firm's professional liability insurance, but it is unlikely there would be any change that would adversely affect the City. As stated above, H&K is prohibited by its underwriters from naming a client as an additional insured.*



*Per our insurance brokers: Thirty days written notice is standard. Accordingly, we request modification as shown above.*

7. If the City shall so request, the Contractor will furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

*Holland & Knight does not provide copies of our insurance policies outside of the firm.*

**L. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization**  
Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and subsubcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees **hired in the state of Georgia or hired to perform services on this Contract**. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment C**. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each subsubcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed subsubcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

*We do e-Verify in Georgia as we are required to by law (we are also required to do so in North Carolina). We are not required to do so under the laws of any other state in which we maintain an office. We cannot agree to this requirement as written, but could agree if the City will accept the language proposed above.*



## Holland & Knight Offices

### United States Offices

#### Atlanta

1180 W. Peachtree Street, Suite 1800  
Atlanta, GA 30309

#### Austin

98 San Jacinto Boulevard, Suite 1900  
Austin, TX 78701

#### Boston

10 St. James Avenue, 11th Floor  
Boston, MA 02116

#### Charlotte

101 S. Tryon Street  
Charlotte, NC 28280

#### Chicago

160 North Riverside Plaza, Suite 2700  
Chicago, IL 60606

#### Dallas - Crescent Court

200 Crescent Court, Suite 1600  
Dallas, TX 75201

#### Dallas - One Arts Plaza

1722 Routh Street, Suite 1800  
Dallas, TX 75201

#### Denver

1801 California Street, Suite 5000  
Denver, CO 80202

#### Fort Lauderdale

515 E. Las Olas Boulevard, Suite 1200  
Fort Lauderdale, FL 33301

#### Fort Worth

777 Main Street, Suite 3300  
Fort Worth, TX 76102

#### Houston

611 Main Street, Suite 2500  
Houston, TX 77002

#### Jacksonville

50 North Laura Street, Suite 3900  
Jacksonville, FL 32202

#### Los Angeles

400 South Hope Street, 8th Floor  
Los Angeles, CA 90071

#### Miami

701 Brickell Avenue, Suite 3300  
Miami, FL 33131

#### New York - West 62nd St.

31 West 62nd Street, 12th Floor  
New York, NY 10019

#### New York - 3rd Ave.

900 Third Avenue, 20th Floor  
New York, NY 10022

#### Orange County

3 Park Plaza, Suite 1400  
Irvine, CA 92614

#### Orlando

200 South Orange Avenue  
SunTrust Center, Suite 2800  
Orlando, FL 32801

#### Philadelphia

2929 Arch Street, Suite 800  
Philadelphia, PA 19104

#### Portland

801 SW Second Avenue, Suite 1800  
Portland, OR 97204

#### Richmond

200 South 10th Street, Suite 1000  
Richmond, VA 23219

#### San Francisco

50 California Street, Suite 2800  
San Francisco, CA 94111

#### Stamford

263 Tresser Boulevard, Suite 1400  
Stamford, CT 06901

#### Tallahassee

315 S. Calhoun Street, Suite 600  
Tallahassee, FL 32301

#### Tampa

100 North Tampa Street, Suite 4100  
Tampa, FL 33602

#### Tysons

1650 Tysons Boulevard, Suite 1700  
Tysons, VA 22102

#### Washington, D.C.

800 17th Street N.W., Suite 1100  
Washington, DC 20006

#### West Palm Beach

777 South Flagler Drive  
Suite 1900, West Tower  
West Palm Beach, FL 33401

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Leaf 27C, Tower 42  
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Col. Lomas de Chapultepec, Miguel Hidalgo,  
11000, CDMX, México

#### México City - Reforma

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Paseo de la Reforma No. 342 Piso 28  
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06600, CDMX, México

#### Monterrey

Holland & Knight México, S.C.  
Ricardo Margán No. 335, Torre II, Piso 2  
Col. Valle del Campestre  
San Pedro Garza García, N.L.  
66255, México



## Commission Meeting

January 16, 2024

Release of funds for agenda items

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> beginning the process for the Commission to receive quarterly reports from the Finance Department regarding statements of general fund dollars and how they are spent. ( <b>Approved by Finance Committee January 8, 2024</b> )
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

---

**From:** Commissioner Sean Frantom  
**Sent:** Thursday, December 7, 2023 8:51 AM  
**To:** Lena Bonner; Donna Williams; Takiyah A. Douse  
**Subject:** January 9th committee

Please add the following agenda item to finance committee-

Discuss the process of Commission approving an agenda item and the time frame of releasing the funds. Also ask Finance to provide semi-annual updates with statements of general fund dollars and how they are performing.

Thank you,  
Sean

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## Commission Meeting

January 16, 2024

### Minutes

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the minutes of the Commission regular meeting held January 2, 2024 and Special Called Meeting held January 8, 2024.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## COMMISSION MEETING MINUTES

Commission Chamber  
Tuesday, January 02, 2024  
2:00 PM

### INVOCATION

Reverend David B. Hunter, Senior Pastor, Lutheran Church of the Resurrection

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

### DELEGATION(S)

- A. Mr. Lawrence A. Brannen** regarding his Non-Profit "Ex-Offenders for Reform and Advancement, Inc."

Presentation is made by Mr. Brannen.

### CONSENT AGENDA

*(Items 1-10)*

### PLANNING

1. **Motion to amend Zoning petition Ordinance No. 7908 (Z-23-43)** that was approved by the Augusta Commission on October 17, 2023. Our request is to correct the property address that was approved as 4200 Valencia Way to reflect the correct address which is 1491 Goshen Road. Tax Map #199-0-088-00-0.  
Motion to approve.  
Motion made by Garrett, Seconded by Frantom.  
Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis  
Motion carries 9-0.
2. **Final Plat -S-988** – Granite Hill Sec 4 PH – A petition by Southern Partners Inc. requesting final plat approval for **Granite Hill Section 4 PH V, located at 4098 Cottingham Way**. Tax Map 067-0-001-00-0. District 3.. Reviewing agency approval 11/20/2023  
Motion to approve.  
Motion made by Garrett, Seconded by Frantom.  
Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis  
Motion carries 9-0.



- 3. Z-23-41** – A petition by Johnathan Thomas on behalf of Demure Properties, LLC requesting rezoning from **zone R-1B (One-family Residential) to zone R-2 (Two-family Residential) affecting property containing approximately 0.2 acres located at 2005 Grand Boulevard.** Tax Map 072-2-037-00-0.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

Motion to approve reconsidering this item.

Motion made by Mason, Seconded by Frantom.

Mr. Garrett votes No.

Motion carries 8-1.

Motion to refer this item back to the full Commission in two weeks.

Motion made by Frantom, Seconded by Scott.

Motion carries 9-0.

- 4. SE-23-06** – A petition by Arvind Patel on behalf of Reray Properties, LLC requesting a **Special Exception to establish a liquor store** per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.29 acres located at **3107 Deans Bridge Road. Zoned B-1 (Neighborhood Business).** Tax Map #096-2-205-00-0.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

Motion to approve reconsidering this item.

Motion made by Mason, Seconded by Frantom.

Mr. Garrett votes No.

Motion carries 8-1.

Motion to refer this item back to the full Commission in two weeks.

Motion made by Frantom, Seconded by Scott.

Motion carries 9-0.

- 5. SE-23-09** – A petition by Brian Byler on behalf of David A. Duffie requesting a **Special Exception** to construct a private recreational facility per Section 26-1(i) of the Comprehensive Zoning Ordinance affecting properties containing approximately 10.57 acres located at **3805, 3807, and 3819 Wrightsboro Road. Zoned R-3B (Multiple-family Residential).** Tax Map #039-0-019-00-0, 040-0-109-00-0 and 040-0-110-00-0.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

Motion to approve reconsidering this item.

Motion made by Mason, Seconded by Frantom.

Mr. Garrett votes No.

Motion carries 8-1.

Motion to refer this item back to the full Commission in two weeks.

Motion made by Frantom, Seconded by Scott.

Motion carries 9-0.

- 6. SE-23-10** – A petition by Rimrock Development Holdings on behalf of Patricia M Reece requesting a **Special Exception** to construct an extended stay hotel per Section 22-2(d) of the Comprehensive Zoning Ordinance affecting property containing approximately 3.7 acres located at **3731-Wheeler Road. Zoned B-2 (General Business)**. Tax Map #030-0-230-06-0.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

Motion to approve reconsidering this item.

Motion made by Mason, Seconded by Frantom.

Mr. Garrett votes No.

Motion carries 8-1.

Motion to refer this item back to the full Commission in two weeks.

Motion made by Frantom, Seconded by Scott.

Motion carries 9-0.

- 7. Z-23-51** – A petition by Carmela Ann Thomas requesting a rezoning from zone **R-1C (One-family Residential)** and **R-MH (Manufactured Home Residential)** to zone **R-MH (Manufactured Home Residential)** affecting property containing approximately 0.33 acres located at **2802 April Drive**. Tax Map #094-0-367-00-0.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

Motion to approve reconsidering this item.

Motion made by Mason, Seconded by Frantom.

Mr. Garrett votes No.

Motion carries 8-1.

Motion to refer this item back to the full Commission in two weeks.

Motion made by Frantom, Seconded by Scott.

Motion carries 9-0.

- 8. Z-23-52** – A petition by Patrick Wells on behalf of PLM of Augusta Properties, LLC, requesting to remove condition number 7 of previously adopted zoning case Z-21-18, which limits the use of the property to a landscaping business only and restricts storage of landscaping-related materials, affecting property containing approximately 10.67 acres located at **2930 Milledgeville Road**. Tax Map 070-4-100-00-0.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

Motion to approve reconsidering this item.

Motion made by Mason, Seconded by Frantom.

Mr. Garrett votes No.

Motion carries 8-1.

Motion to refer this item back to the full Commission in two weeks.

Motion made by Frantom, Seconded by Scott.

Motion carries 9-0.

- 9. Z-23-53** – A petition by Tasha Madison on behalf of Standard Leverett requesting a rezoning from zone R-1A (One-family Residential) to zone **R-MH (Manufactured Home Residential)** affecting property containing approximately 0.4 acres located at **2016 Merritt Road**. Tax Map #055-4-053-01-0.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

Motion to approve reconsidering this item.

Motion made by Mason, Seconded by Frantom.

Mr. Garrett votes No.

Motion carries 8-1.

Motion to refer this item back to the full Commission in two weeks.

Motion made by Frantom, Seconded by Scott.

Motion carries 9-0.

### **PETITIONS AND COMMUNICATIONS**

10. Motion to **approve** the December 5, 2023 regular meeting minutes and Special Called Meeting Minutes held December 15 & 18, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

**\*\*\*\*END CONSENT AGENDA\*\*\*\***

**AUGUSTA COMMISSION**

**AUGUSTA COMMISSION  
REGULAR AGENDA**

(Items 11-21)

### **PUBLIC SERVICES**

11. Motion to approve a land lease agreement with Brown & Gold Aero Investments, LLC for an approximate 174,240 square foot parcel of land (Parcel A) located in the former maintenance compound location. Additionally, Lessee is requesting a ten (10) year lease option on an additional +/- 7.5 acres of land south of Parcel A. Approved by the Augusta Aviation Commission on December 19, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

### **ADMINISTRATIVE SERVICES**

12. Motion to approve a one-year extension of the Augusta Fleet Maintenance Contract for 2024 at a contract cost of \$3,251,745 and noncontract labor cost of \$30.00 per hour and after hour rate of \$50.00 to First Vehicle Services.

Motion to approve.

Motion made by Williams, Seconded by Mason.

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

Motion carries 9-0.

13. Motion to approve 2024 budget for Electric Vehicle Charging Program located at 535 Telfair Street Augusta, GA 30901.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

## **ENGINEERING SERVICES**

14. Discussion of lighting on Jimmy Dyess Parkway. **(Requested by Commissioners Bobby Williams and Catherine McKnight)**

Motion to approve identifying \$500,000 in funding from ARP for the lighting project on Jimmy Dyess Parkway.

Motion made by Williams, Seconded by Smith-McKnight.

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

Voting Nay: Garrett, Mason, Frantom

Motion carries 6-3.

Substitute motion to bring back a recommendation for a funding source for the lighting project on Jimmy Dyess Parkway.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Pulliam, Lewis, Frantom, Garrett

Voting Nay: Johnson, McKnight, Mason, Williams, Scott

Motion fails 4-5.

15. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 14. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

16. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Townhomes at Diamond Lakes Also, approve Augusta Utilities Department easement deed and maintenance agreement.

Motion to approve.

Motion made by Mason, Seconded by Frantom.

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

Motion carries 9-0.

## **PUBLIC SAFETY**

Item 19.

17. Update from Central Emergency Management Services. **(Requested by Commissioner Bobby Williams)**

It was the consensus of the Commission that this item be received as information without objection.

18. Approve and accept a grant award for the continuation of the Victim of Crime Act (VOCA) Grant with funding of \$53,460 from the Criminal Justice Coordination Council of Georgia (CJCC) to provide services to crime victims for the period of October 1, 2023, through September 30, 2024, and authorize the Mayor to execute the necessary documents.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

19. Motion to approve entering into Contract with PAS Consulting Group, LLC to provide professional services in developing and administering promotional assessments for the ranks in the Augusta Fire Department and authorize the mayor to execute all necessary documents. The Contract will be for three years with two one-year renewals. (RFP 23-245)

Motion to approve.

Motion made by Garrett, Seconded by Scott.

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

Mr. Johnson out.

Motion carries 8-0.

20. Approve Global Master Services Agreement with ADP to Implement a Comprehensive Human Resources Information System (HRIS) and Payroll System (RFP 23-160).

Motion to approve.

Motion made by Mason, Seconded by Williams.

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

Mr. Johnson out.

Motion carries 8-0.

## **LEGAL MEETING**

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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



## ADDENDUM ITEM

Item 19.

1. Motion to rescind Super Bowl Sunday on Feb. 11, 2024 for Sunday alcohol sales and change it to Cinco de Mayo on May 5, 2024 as the designated day for 2024. (Requested by Commissioner Sean Frantom)

Motion to approve adding this item to the agenda and placing it on the consent agenda.

Motion made by Williams, Seconded by Scott.

Mr. Mason agrees to adding the item to the agenda and objects to placing it on the consent agenda.

Motion to approve placing this item on the agenda for the Special Called Meeting to be held on Tuesday, January 9, 2024 at 11:00 a.m.

Motion made by Frantom, Seconded by Smith-McKnight.

Motion carries 9-0.

CALLED MEETING

COMMISSION CHAMBER  
January 8, 2024

Augusta Richmond County Commission convened at 11:00 a.m., Monday, January 8, 2024, the Honorable Garnett Johnson, Mayor, presiding.

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

Mr. Mayor: Good afternoon, everybody. Thank ya'll for being here. Madam Clerk, I call this meeting to order. I think we have a quorum. Madam Attorney.

**1. LEGAL MEETING**

**A. Pending and potential litigation**

**B. Real estate**

**C. Personnel**

**Ms. McClain-Haymon: Yes, sir. At this item we'll move to go into executive session for the purposes of discussion of potential litigation –**

**Ms. McKnight: Motion to approve.**

The Clerk: Were there other, just pending and potential litigation, is that it?

Ms. McClain-Haymon: That I'm aware of, yes.

The Clerk: Not personnel?

**Ms. McClain-Haymon: And personnel, yes, and real estate.**

The Clerk: All right, thank you.

Mr. Mayor: Madam Clerk, I have a motion and a second.

The Clerk: Can you give me who made the motion and second?

Mr. Mayor: McKnight made it and Johnson seconded but I think the commissioner from the 5<sup>th</sup> has a question before. You have a question, commissioner.

Mr. Williams: When asked I'll get there.

Mr. Mayor: Okay, I have a proper motion and a second. The Chair recognizes the commissioner from the 7<sup>th</sup>.

Mr. Frantom: For legal counsel the fact that the names from the Mayor have been released publicly, could we have that vote on the floor and that discussion on the floor?

Mr. Williams: For the Administrator?

Mr. Frantom: Yeah. Have the names been released to the general public, Mayor?

Mr. Mayor: Yes, sir, they have.

Mr. Williams: Does the general public and media have those names too?

Mr. Mayor: Yes, sir, they do.

Ms. McClain-Haymon: And I'd like to say we have a motion and a second on the floor so I think this will be, so we need to carry that motion.

Mr. Mayor: All right, we have a motion and a second. Madam Clerk, let's vote.

Mr. Frantom: That's interesting.

The Clerk: We're voting.

Mr. Frantom: For the record I tried to have the conversation.

Mr. Williams: The vote for the Administrator is personnel so shouldn't that be done in executive session?

The Clerk: Yes, sir, that has been the process that the Commission has established that the consideration for the appointment of the Administrator be held in executive session today at 11:00.

Mr. Williams: Thank you, ma'am.

Mr. Mayor: This is a vote to go into executive session. All right, the Chair recognizes the commissioner from the 4<sup>th</sup>.

Mr. Mason: I just need some, that's in accordance with our normal operating procedures?

The Clerk: And, sir, that was your consensus in our last executive session meeting after the interviews was to do this process today at 11:00 a.m. in executive session under the caption of personnel.

Mr. Mason: Not here.

Mr. Williams: Not here.

Mr. Mason: Right.

Ms. Scott: Have the names been released to the public?

Mr. Mayor: The names have been released to the public.

Mr. Williams: Yeah, but that's the usual way we did things. We need to go to executive session.

Mr. Lewis: That was not how we discussed it in executive session.

Mr. Mayor: All right, we're going into executive session. Let's continue voting. The motion on the floor is to go to executive session.

**Mr. Garrett and Mr. Guilfoyle out.  
Motion carries 8-0.**

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

[EXECUTIVE SESSION]

Mr. Mayor: Madam Clerk, Attorney Brown, are we ready?

Mr. Brown: Yes, sir.

Mr. Mayor: All right. Ladies and gentlemen, I call this meeting back to order. Attorney Brown.

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

**Mr. Brown: Mayor Johnson, Commission, we would request a motion to execute the closed meeting affidavit.**

**Mr. Frantom: So moved.**

Ms. Scott: Second.

Mr. Mayor: I have a motion from the Commissioner Frantom and a second from Commissioner Scott. With that we're voting.

**Mr. Mason and Mr. Garrett out.  
Motion carries 8-0**

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, are there any motions that are the result of our executive session?

**Mr. Brown: Yes, sir. We request a motion to adopt a Resolution authorizing a settlement of all claims by Lyndon Carr in the aggregate amount of \$10,000.**

**Mr. Johnson: So move.**

Mr. Mayor: There is a motion. Is there a second?

Ms. Scott: Second.

Mr. Mayor: There is a second from the commissioner from the 9<sup>th</sup>. I think she chimed in before the commissioner from the 5<sup>th</sup>. Seeing no other colleagues in the queue, we're voting.

**Mr. Mason and Mr. Garrett out.  
Motion carries 8-0.**

Mr. Mayor: Attorney Brown, is there another motion?

**Mr. Brown: Yes, sir, Mayor Johnson. We request a motion to adopt a Resolution authorizing the settlement of all claims by Anthony Parker, Sr. and Joyce Parker in the aggregate amount of \$295,000.**

Mr. Mayor: Is there a motion please?

**Mr. Johnson: So move.**

Mr. Frantom: Second.

Mr. Mayor: All right, we have a motion from the commissioner from the 1<sup>st</sup> and a second by Commissioner Frantom from the 7<sup>th</sup>. Colleagues, we're voting.

**Mr. Mason and Mr. Garrett out.  
Motion carries 8-0.**

Mr. Mayor: All right, Attorney Brown.

**Mr. Brown: Mayor Johnson, we request a motion to adopt an amended Resolution authorizing the settlement of all claims by Bettye Wells in the total amount of \$41,797.00.**

**Ms. Scott: So move.**

Mr. Mayor: All right, there's a motion from the commissioner from the 9<sup>th</sup>.

Mr. Johnson: Second.

Mr. Mayor: Second from the commissioner from the 1<sup>st</sup>. We're voting.

**Mr. Mason and Mr. Garrett out.  
Motion carries 8-0.**

Mr. Mayor: Attorney Brown.

Mr. Brown: Mayor Johnson, there are no further motions.

Mr. Mayor: Thank you so much. If there are no further motions I hereby close out this executive session and call the committees to order.

The Clerk: No, sir, we have two agenda items.

Mr. Mayor: That's right, we've got two items. I forgot about that. All right.

**3. Motion to rescind Super Bowl Sunday on February 11, 2024 for Sunday alcohol sales and change it to Cinco de Mayo on May 5, 2024 as the designated day for 2024. (Deferred by the Augusta Commission to the January 8, 2024 Special Called Meeting)**

Mr. Mayor: All right, the Chair recognizes Commissioner Sean Frantom.

Mr. Frantom: Yeah, I'd like to hear we had a survey done with all the business owners. I'd like to get that feedback before we vote.

Mr. Brian Kepner: Yes, Mr. Mayor and Commissioners, the survey was sent out to 61, we have 61 bars as according to business licenses. We had 52 that had email addresses and so those were sent the survey and we also called the nine that only had phone numbers and we only received back 15 from the survey with 46% requesting St. Patrick's Day which would be seven of them and then 40% which would be six that requested Super Bowl Sunday and there were only two requests which would have been 13.33% for Cinco de Mayo.

Mr. Mayor: Mr. Frantom, you still have the floor.

Mr. Frantom: That doesn't sound like very much a majority. I'll let the other colleagues and then come back with a motion.

Mr. Mayor: You've got it. The Chair recognizes commissioner from the 10<sup>th</sup>.

Mr. Guilfoyle: Thank you. This is for the business license gentlemen that's up there at the podium. How long of a time did we wait once the email went out? Did they have time to respond to the emails?

Mr. Kepner: They had until Saturday.

Mr. Guilfoyle: When did it go out then?

Mr. Kepner: It went out on Wednesday.



Mr. Guilfoyle: That ain't enough time. Can we bring this back up for them to get ample time?

Mr. Mayor: Commissioner, with all due respect I think –

Mr. Guilfoyle: Our of respect I don't want the bar owners and –

Mr. Mayor: I agree but Super Bowl is fastly approaching and –

Ms. Douse: Commissioner Guilfoyle, I would like to state that our Planning & Development Director is absent unexpectedly but it is my understanding that the responses were cut off on Monday, which is today. If you notice, if you recall last week when we spoke about this matter, we had a very short time frame to obtain this information. That was communicated to the body when we met last week that we would immediately send out the survey for responses and then the department made every effort by attempting to contact those individuals that they did not have emails for, they contacted them by phone. So it is my understanding that they had from Wednesday when it was initially sent out until today, Monday morning, but we can confirm that.

Mr. Kepner: And we also did call every single, all 61 licenses to remind them or make them aware of the survey, not just those we didn't have an email address for.

Mr. Guilfoyle: Thank you.

Mr. Mayor: All right, the Chair recognizes the commissioner from the 5<sup>th</sup>.

Mr. Williams: What was your percentage of those for Cinco de Mayo?

Mr. Kepner: Out of the 15 only two responded for Cinco de Mayo.

Mr. Williams: Okay.

Mr. Mayor: All right, commissioner from the 7<sup>th</sup>.

**Mr. Frantom: Motion to receive as information.**

Ms. McKnight: Second.

Mr. Mayor: All right, without objection. Any objection to receiving this as information?

Mr. Williams: I need to ask the attorney a question?

Mr. Mayor: All right. The Chair recognizes the commissioner from the 5<sup>th</sup>.

Mr. Williams: Mr. Attorney, if we take this as information, this matter is dead? There is no real decision with this, is it?

Mr. Brown: Yes, it has the effect of leaving it where the Commission's previous action which would be Super Bowl Sunday unless between now and then the Commission makes another decision.

Mr. Williams: All right, thank you, sir.

Mr. Mayor: All right.

The Clerk: So this matter has been received as information with no objection.

Mr. Mayor: That is correct, Madam. Wait a second, commissioner from the 1<sup>st</sup>.

Mr. Johnson: I was just trying to get clarity. I know we received it as information but is there a plan going forward to get to some type of resolution.

The Clerk: Right now the resolution that the Commission adopted designating Super Bowl Sunday as the designated day still stands Attorney Brown said until further action is taken prior to that.

Mr. Johnson: I mean that I just think we ought to put something, you know, we need to get in front of these bar owners somehow. I mean the survey apparently wasn't successful. Maybe there needs to be something public held. I don't know how we pull that off but just to accept it without understanding that there are some folks who want a different date we're going to be right back in this situation. I just wanted to get that clarity because I will admit I didn't hear that so if the colleagues are fine with Super Bowl then fine, but I just want to make sure that we understand what that could mean to our bar owners but I yield.

Mr. Mayor: All right, commissioner from the 7<sup>th</sup> you have the floor, sir.

Mr. Frantom: Well, I guess the thing is we didn't get the feedback from the bar owners to make the change today that was by the number of responses so that's kind of the reason that I received as information but the goal is probably in February to bring up, I don't want to create a Task Force, don't think it's needed, but basically put it on a referendum in November that the citizens would add all holidays that would not fall on Monday, all holidays that can move on the calendar to where they can be added to the alcohol license via voter referendum and the department head is actually the one that came up with the recommendation and so when she's back we'll start to have that discussion in February to where we can hopefully get it on a referendum where this will never happen again in future years.

Mr. Mayor: Thank you, Commissioner. Madam Clerk.

**4. Motion to ratify the rescheduling of the Tuesday, January 9, 2024 regular Special Called and Committee Meetings to Monday, January 8, 2024.**

**Mr. Frantom: So moved.**

Ms. Scott: Second.

Mr. Mayor: I have the motion and proper second. You have that, Madam Clerk?

The Clerk: Yes, sir.

Mr. Mayor: All right, we're voting.

**Mr. Mason and Mr. Garrett out.**

**Motion carries 8-0.**

Mr. Mayor: Does that conclude our business for this special called meeting with that?

The Clerk: Yes, sir.

Mr. Mayor: This meeting is hereby called to an end. The Chair recognizes the Public Services Chairman committee.

[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 January 8, 2024.

\_\_\_\_\_  
Clerk of Commission



## Commission Meeting

January 16, 2024

Smart Grocery on Wrightsboro Road

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Discuss security, licensing and even possible closing Smart Grocery on Wrightsboro Road after several shootings which a few have been fatal. (Requested by Commissioner Catherine McKnight)
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

---

**From:** Commissioner Catherine Smith-McKnight  
**Sent:** Tuesday, January 2, 2024 3:06 PM  
**To:** Lena Bonner  
**Subject:** Agenda item

Ms Bonner,

I would like to put on the Commission agenda (January 16, 2024) to discuss security, licensing and even possible closing Smart Grocery on Wrightsboro Road after several shootings which a few have been fatal.

If I need to reword this please let me know.

Sincerely,

Commissioner McKnight

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AED:104.1



## Commission Meeting

January 16, 2024

Alcohol Application

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<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Brian Kepner, Deputy Director
<b>Caption:</b>	<b>New Location: A.N. 24-1:</b> A request by <b>Jacqueline V. Stephenson</b> for a retail package <b>Beer &amp; Wine</b> License to be used in connection with Family Dollar #21675 located at 2510 Tobacco Rd. District 4. Super District 9. <b>(Referred from Public Services on January 8, 2024 with no recommendation)</b>
<b>Background:</b>	This is a New Location
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a fee of \$1,330.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** A.N. 24-1

**Application Type:** Retail Package Beer & Wine

**Business Name:** Family Dollar #21675

**Hearing Date:** January 9, 2024

**Report Prepared By:** Brian Kepner, Deputy Director Planning & Development

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**Applicant:** *Jacqueline V. Stephenson*

**Property Owner:** TW Crossing LLC

**Address of Property:** 2510 Tobacco Rd

**Tax Parcel #:** 153-0-581-00-0

**Commission District:** District: 4 Super District: 9

**Background:** New Location

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

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

**ADDITIONAL CONSIDERATIONS:**

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

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$1,330.00

**RECOMMENDATION:**

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

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

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



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

**ALCOHOL BEVERAGE APPLICATION**

Alcohol Number \_\_\_\_\_ Year 2023 Alcohol Account Number \_\_\_\_\_

1. Name of Business Family Dollar Stores of Georgia, LLC d/b/a Family Dollar # 21675
2. Business Address 2510 TOBACCO RD
3. City HEPHZIBAH State Georgia Zip 30815-7016
4. Business Phone ( 757 ) 321-5493 Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: Jacqueline Viretta Stephenson  
2908 Lee St  
Augusta, Georgia 30906
6. Applicant Social Security # \_\_\_\_\_ D.O.B \_\_\_\_\_
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_
8. Business Location: Map & Parcel \_\_\_\_\_ Zoning \_\_\_\_\_
9. Location Manager(s) Jacqueline Stephenson
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(X) Yes ( ) No

**OWNERSHIP INFORMATION**

11. Corporation (if applicable): Date Chartered: 1/27/2016
12. Mailing Address:  
Name of Business Family Dollar Stores of Georgia, LLC  
Attention Alcohol/Tobacco Team (8th Floor)  
Address 500 Volvo Parkway  
City/State/Zip Chesapeake, Virginia 23320
13. Ownership Type: (X) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Family Dollar Stores of Georgia, LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
See attached				

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

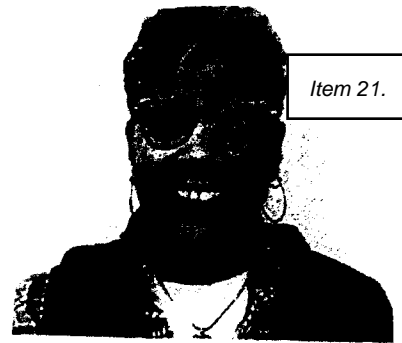
License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		\$550	\$550		\$1,100
Consumption on Premises					
Wholesale					

Total License Fee: \$ 2,200  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

16. Have you ever applied for an Alcohol Beverage License before: Yes  
If so, give year of application and its disposition: 2022 Approved
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial. JVS

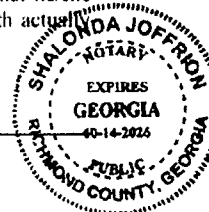


Item 21.



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) Yes (X) No  
If yes, give reason charged or held, date and place where charged and its disposition. \_\_\_\_\_
21. List owner or owners of building and property. \_\_\_\_\_
22. List the name and other required information for each person, firm or corporation having any interest in the business. Family Dollar Stores Holdings II, LLC
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  
A.) Church \_\_\_\_\_ C.) School \_\_\_\_\_  
B.) Library \_\_\_\_\_ D.) Public Recreation \_\_\_\_\_
24. State of Georgia, Augusta-Richmond County, I, Jacqueline Stephenson  
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.  
Jacqueline Stephenson  
Applicant Signature
25. I hereby certify that Jacqueline Stephenson is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 2nd day of May, in the year 2013.

Shalonda Joffrin  
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

EXP. 06-14-2015



## Public Safety Committee

January 8, 2024

Acceptance of new funding and carryover funding from ARPA2023

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to approve acceptance of \$387,569.00 in new funding and carry over approximately \$471,710,00 from ARPA2023.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## Nolan Martin

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**From:** Tracy Mason <Tracy.Mason@georgiacourts.gov>  
**Sent:** Monday, November 6, 2023 1:48 PM  
**To:** Judge Craig  
**Cc:** Nolan Martin; Mary J. Smith; Rachel McFatridge; Tracy BeMent; ARPA  
**Subject:** [EXTERNAL] Courtesy Notice: Judicial Council ARPA Grant Funding - Augusta Judicial Circuit  
**Attachments:** CY232425 Budget worksheet 11.3.23 .xlsx

Dear Chief Judge Craig:

Thank you for applying for American Rescue Plan Act (ARPA) funding through the Judicial Council. I write to inform you that the Judicial Council Ad Hoc Committee on ARPA Funding has awarded the Augusta Judicial Circuit a grant in the amount of \$387,569.00, effective January 1, 2024. The Committee has also approved your requested CY 2023 budget amendment, effective November 3, 2023. As a reminder, any CY 2023 funds unspent as of 12/31/2023 will carry over to CYs 2024-2025.

Please submit a revised CY 2024-2025 budget using the attached budget form. Your revised CY 2024-2025 budget must reflect the additional awarded amount stated above and is due **by Friday, December 1, 2023**. Line items on your revised budget form must have been (1) previously approved by the ARPA Committee; or (2) cleared through the CY 2024-2025 application compliance review process. No unapproved or uncleared items are authorized. Please be sure the worksheet also reflects the approved amendments to your CY 2023 budget. You may also revise your amended CY 2023 award subject to the limitations stated above. Please accompany your revised budget with a cover letter signed by you (as the Chief Superior Court Judge). All revised budgets, cover letters, and any questions regarding this process must be submitted to [ARPA@georgiacourts.gov](mailto:ARPA@georgiacourts.gov).

Please note that this e-mail is provided as a courtesy and does not serve as formal notification of the grant award. AOC ARPA Staff will review submitted revised budgets and, upon final approval, award letters formalizing the award, including other information specific to each grantee, will be issued by e-mail (and copy by US Mail). Final budgets must be in place **by Friday, December 22, 2023**.

Circuits are being notified of their awards today and a press release listing all awards will be issued by Wednesday. Additionally, please be advised that circuit applications will be made available to the media by request following the issuance of award letters. We wanted you to be aware of your award and this information in the event you are contacted by the media.

Thank you for your service and feel free to contact me with any questions.

Respectfully,  
Tracy

**Tracy Mason**  
 Senior Assistant Director  
 Judicial Council of Georgia / Administrative Office of the Courts





## Judicial Council of Georgia

### Administrative Office of the Courts

Chief Justice Michael P. Boggs  
Chair

Cynthia H. Clanton  
Director

### Judicial Council of Georgia American Rescue Plan Act Grant Funding Calendar Year 2024 – 2025 Grant Agreement

**Award Name:** 2024-25\_ARPA\_3Y005

**Recipient Name:** AUGUSTA JUDICIAL CIRCUIT

**Award Amount:** \$ 387,569

**CFDA:** 21.027

**Grant Period:** January 1, 2024 - December 31, 2025

**Award Effective:** January 1, 2024

With the acceptance of this award, you agree to administer this grant in compliance with your approved application, the grant budget, and the conditions and restrictions set forth in the grant package. Further, in accordance with Department of Treasury regulations 31 CFR Part 205, implementing the Cash Management Improvement Act, you agree to limit your request for reimbursement of federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate requirements in carrying out programs funded through this award. Failure to adhere to these requirements may cause the suspension of grant funds.

#### Grantee Responsibilities:

Monthly reimbursement requests should be submitted to the Administrative Office of the Courts via email to [Kari.Kitchens@georgiacourts.gov](mailto:Kari.Kitchens@georgiacourts.gov) and [ARPA@georgiacourts.gov](mailto:ARPA@georgiacourts.gov), by the 15<sup>th</sup> of each month. The monthly requests should be submitted using the *ARPA Reimbursement Request Form* Excel document and the required supporting documentation as outlined on the *Reimbursement Request Form Checklist*.

#### AOC Responsibilities:

The AOC will review expense documentation for accuracy and completeness and submit the monthly requests for reimbursements to the Governor's Office of Planning and Budget (OPB). Upon reimbursement from OPB, the AOC will remit reimbursements to the grantees.

#### Acceptance of Terms and Conditions

Signature and Title:

*[Signature]*  
CHIEF SUPERIOR COURT JUDGE  
AUGUSTA JUDICIAL CIRCUIT

Date:

*[Signature]* December 15, 2023



## PUBLIC SAFETY COMMITTEE MEETING

Meeting Date: 1/9/2024

BISDIGITAL \$41,269.76

**Department:** SUPERIOR COURT

**Presenter:** NOLAN MARTIN

**Caption:** Motion to approve the BISDigital sole source bid in the amount of \$41,269.76 for the Augusta Judicial Circuit's Jury Assembly room AV system.

**Background:** The current AV system in the Jury Assembly Room needs replacement.

**Analysis:**

**Financial Impact:** \$41,269.76, funds are available in the budget.

**Alternatives:**

**Recommendation:** Approve

**Funds are available in the following accounts:** 101021110-5223112

**REVIEWED AND APPROVED BY:** N/A

AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT  
REQUISITION

DEPARTMENT NAME  
DEPARTMENT NUMBER  
DEPARTMENT HEAD

REQUISITION  
REQUISITION DATE  
PURCHASE ORDER NUMBER  
PURCHASE ORDER DATE

Superior Court  
101021110-5223112 R&M - Contract Equip.

SOLE SOURCE  
January 1, 2024

				NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
				BISDIGITAL					
				800-834-7674 x 4518					
				Dan Meyer					

DEPARTMENT NAME  
DEPARTMENT NUMBER

## REQUISITION

## REQUISITION

REQUISITION DATE

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

SOLE SOURCE Page 2

DEPARTMENT HEAD

	NAME OF BIDDER	NAME OF BIDDER	NAME OF BIDDER
v#18420	BISDIGITAL		
PHONE NUMBER	800-834-7674 x 4518		
QUOTED BY	Dan Meyer		

Item No.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	cont. P2300626/Q#8024516 \$41,269.76							
2	JURY ASSEMBLY ROOM AV							
3	ITEM#BIS-USB-DANTE-2CHIO: DANTE USB I/O Adapter	2	\$ 290.00	\$580.00				
4	(2ch)							
5	ITEM#BIS-USB-3.0-HUB-4: USB 3.0 Hub (4-Port) Gray	1	\$ 70.00	\$ 70.00				
6	ITEM#BIS-NS-M4250-GSM4210PD: 9-Port Network	2	\$ 950.00	\$ 1,900.00				
7	Switch 9x 1GB 8x PoE+ (110w)							
8	ITEM#BIS-RSLF-1S2: 1U Rack Shelf 15" Depth	4	\$ 120.00	\$ 480.00				
9	ITEM#BIS-W-MP-22AWG-500ft: Microphone Wire	1	\$ 120.00	\$ 120.00				
10	22AWG (Plenum) - 500ft Roll							
11	ITEM#BIS-W-CAT6-SHB-1000: CAT6 cable shielded black	1	\$ 1,325.00	\$ 1,325.00				
12	1000'							
13	ITEM#BIS-HDMI-3FT-S2: HDMI Cable Series 2 (3ft)	4	\$ 17.00	\$ 68.00				
14	ITEM#BIS-HDMI-6FT-S2: HDMI Cable Series 2 (6ft)	4	\$ 20.00	\$ 80.00				
15	ITEM#BIS-HDMI-25FT-S2: 25' HDMI Cable (Series 2)	2	\$ 60.00	\$ 120.00				
16	ITEM#BIS-CAT6-SPC-3-P 3' Shielded CAT6 Patch Cable	6	\$ 46.00	\$ 276.00				
17	Plenum							
18	ITEM#BIS-CAT6-SPC-9-P: 9' Shielded CAT6 Patch Cable	2	\$ 80.00	\$ 160.00				
19	Plenum							
20	INSTALLATION SUPPLIES	1	\$ 397.26	\$ 397.26				
21	SHIPPING/HANDLING	1	\$ 2,044.91	\$ 2,044.91				

### Shipping Charges

**Deliver Time From Receipt of Purchase Order**

AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT  
REQUISITION

DEPARTMENT NAME \_\_\_\_\_  
DEPARTMENT NUMBER \_\_\_\_\_

REQUISITION  
REQUISITION DATE \_\_\_\_\_

SOLE SOURCE Page 3

PURCHASE ORDER NUMBER \_\_\_\_\_  
PURCHASE ORDER DATE \_\_\_\_\_

DEPARTMENT HEAD \_\_\_\_\_

NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
v#18420		BISDIGITAL			
PHONE NUMBER		800-834-7674 x 4518			
QUOTED BY		Dan Meyer			

Item No.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	cont. P2300626/Q#8024516 \$41,269.76							
2	JURY ASSEMBLY ROOM AV							
3	ON-SITE SETUP, INSTALLATION AND TRAINING	1	\$ 7,920.00	\$7,920.00				
4	ANNUAL ONSITE SUPPORT (Includes Hardware	1	\$3,864.00	\$ 3,864.00				
5	Replacement) - Contract to be NMNT-OS-HRDW							
6	Issued Upon Installation							
7	% DISCOUNT \$2169.41	1	\$ (2,169.41)	\$ (2,169.41)				
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
Shipping Charges			\$	41,269.76				
Deliver Time From Receipt of Purchase Order								



## Augusta Judicial Circuit

Superior Court Administration  
735 James Brown Blvd., Suite 2200  
Augusta, Georgia 30901


Office of Court Administration  
Nolan E. Martin

Telephone (706)849-3738  
FAX (706)849-3739

### MEMORANDUM

December 7, 2023

TO: Geri Sams – Procurement  
Takiyah Douse, Interim Administrator

FROM: Nolan E. Martin – Court Administrator 

RE: Sole Source – BISDIGITAL

The AV system in the Augusta Judicial Center's Jury Assembly Room needs replacing. The Courts within the Judicial Center have utilized BISDigital for the audio-visual systems upgrades in the courtrooms, two conference rooms and the arraignments rooms at the jail. Since BISDigital provided the recent equipment and installation, they are uniquely positioned to provide these services. Augusta Information Technology has signed off on the proposal and budgeted funds are available to cover the expenditure.

Thank you in advance for your favorable consideration. Should you have any questions or need further information, please do not hesitate to call on me.

Richmond and Burke Counties





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

Vendor: BIS DIGITAL E-Verify Number: 315365

Commodity: AV SYSTEM

Estimated annual expenditure for the above commodity or service: \$ 41,269.76

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

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

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

Name: Mary Smith Department: Superior Court Date: 12/7/23

Department Head Signature:  Date:           

Approval Authority:            Date:           

Administrator Approval: (required – not required)            Date:           

COMMENTS:

## **Augusta-Richmond Superior Court**

### **Proposal**

### **Augusta-Richmond County Jury Assembly Room Upgrades**

**12-07-2023**

---

Mr. Nolan Martin  
Street Address: 735 James Brown Blvd  
City: Augusta  
State: Georgia  
Zip Code: 30901  
Phone: (706) 821-2387  
Email: nmartin@augustaga.gov



1350 NE 56th Street, Suite 300  
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674  
Support: (800) 715-1234



Email: [info@bisdigital.com](mailto:info@bisdigital.com)  
Web: [www.bisdigital.com](http://www.bisdigital.com)



## Proposal Information

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**Title of Proposal:**

Augusta-Richmond County Jury Assembly Room Upgrades

**Proposal Total:**

\$41,269.76

**BIS Digital Proposal Reference ID:**

P-2300626

**Intended Recipient Name (Attention To):**

Mr. Nolan Martin

**Drop-off Location (Building Name):**

Augusta-Richmond County Courthouse

**Delivery Address:**

735 James Brown Blvd  
Augusta, Georgia, 30901

## Submitting Organization Information

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**Name:**

Business Information Systems, Inc. DBA: BIS Digital

**Address:**

1350 NE 56th Street, Suite 300  
Fort Lauderdale, FL 33334

**Phone:**

(800) 834-7674  
(954) 493-7377

**Email:**

sales@bisdigital.com

**Account Manager Phone:**

(800) 834-7674 x. 4518

**Website:**

www.bisdigital.com

**Fax:**

(877) 858-5611

**Account Manager:**

Dan Meyer

**Date:**

December 7, 2023



## Bill of Materials

**Account Name:**

Augusta-Richmond County Superior Court (GA)

**Quote Name:**

I - NOV 2023 - Q-8024516 - Jury Assembly Room Option: B - Courthouse - Augusta-Richmond County Superior Court

**Quote Number:**

Q-8024516

**Quote Amount:**

\$41,269.76

**Date:**

12/7/23

**Quote Expiration Date:**

6/7/24

**Account Rep:**

Dan Meyer

**Account Rep Email:**

dan.meyer@bisdigital.com

**Account Rep Phone:**

(800) 834-7674 x4518

Item	Product Code	Qty	Unit Price	Total Price
Professional Digital 4ch PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface	BIS-MX-DAN-USB8PV4	1.00	\$3,750.00	\$3,750.00
BYOD Presentation System   Pro (Series 2)	BIS-CYNAP-PP	1.00	\$2,750.00	\$2,750.00
4K/60   4x2 HDMI Matrix Switcher	BIS-EXTRN-DXP-42-HDMI	1.00	\$1,770.00	\$1,770.00
4K/60 HDMI to DTP Distribution Amplifier   1x4 (230ft)	BIS-EXTRN-DTP-HD-DA-4K-230-4	1.00	\$3,650.00	\$3,650.00
4K/60 HDMI DTP Receiver (230ft)	BIS-EXTRN-DTP-HDMI-4K-230-RX	4.00	\$675.00	\$2,700.00
50" Commercial Display   4K	BIS-D-4K-50-C	4.00	\$1,700.00	\$6,800.00
Room Control Gateway (up to 3 rooms)	BIS-RC-RCG-HW3	1.00	\$1,790.00	\$1,790.00
Pre-Programmed Apple iPad (10.9")   64GB   10th Generation   Silver	BIS-IPAD-10.9-G10-64GB-S	1.00	\$599.00	\$599.00
Ethernet + Power USB-C Adapter for 10th Generation iPad (Black)	BIS-IPAD-10.9-G10-USB-C-CAT6-B	1.00	\$70.00	\$70.00
iPad Security Mount (Black)	BIS-iPad-SMNT-B	1.00	\$155.00	\$155.00
DANTE USB I/O Adapter (2ch)	BIS-USB-DANTE-2CHIO	2.00	\$290.00	\$580.00
USB 3.0 Hub (4-Port)   Gray	BIS-USB-3.0-HUB-4	1.00	\$70.00	\$70.00
9-port Network Switch   9x 1GB   8x PoE+ (110w)	BIS-NS-M4250-GSM4210PD	2.00	\$950.00	\$1,900.00
1U Rack Shelf   15" Depth	BIS-RSLF-1S2	4.00	\$120.00	\$480.00
Microphone Wire 22AWG (Plenum) - 500ft Roll	BIS-W-MP-22AWG-500ft	1.00	\$120.00	\$120.00
CAT6 Cable   Shielded   Black   1000'	BIS-W-CAT6-SHB-1000	1.00	\$1,325.00	\$1,325.00

Item	Product Code	Qty	Unit Price	Total Price
HDMI Cable Series 2 (3ft.)	BIS-HDMI-3FT-S2	4.00	\$17.00	\$68.00
HDMI Cable Series 2 (6ft.)	BIS-HDMI-6FT-S2	4.00	\$20.00	\$80.00
25' HDMI Cable (Series 2)	BIS-HDMI-25FT-S2	2.00	\$60.00	\$120.00
3' Shielded CAT6 Patch Cable   Plenum	BIS-CAT6-SPC-3-P	6.00	\$46.00	\$276.00
9' Shielded CAT6 Patch Cable   Plenum	BIS-CAT6-SPC-9-P	2.00	\$80.00	\$160.00
Installation Supplies	BIS-INST-SUP	1.00	\$397.26	\$397.26
Shipping/Handling	S/H	1.00	\$2,044.91	\$2,044.91 -
On-site Setup, Installation and Training	SIT	1.00	\$7,920.00	\$7,920.00
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation		1.00	\$3,864.00	\$3,864.00
% DISCOUNT	PCT-DISCOUNT			(\$2,169.41)

**Subtotal:** \$43,439.17  
**Discounts:** - \$2,169.41  
**Total (Before Tax):** \$41,269.76



## Proposal Terms and Conditions

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<b>Proposal ID</b>	P-2300626
<b>Effective Period</b>	This proposal is valid through 06-04-2024.
<b>Tax Status</b>	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
<b>Deposit</b>	All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.
<b>Payment Terms</b>	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
<b>Cancellation</b>	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all canceled orders.</p>
<b>Limited Warranty</b>	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
<b>Software Assurance</b>	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
<b>Substitutions</b>	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives







## Key System Technology

### Room Control

BIS Digital provides room control systems to improve the efficiency and convenience of managing multiple systems and devices in a space. With a centralized touchscreen interface, users can easily access and control the various systems and devices in a room, without the need to navigate through multiple separate controls or interfaces. This can help to reduce the time and effort required to set up and manage a space, and it can also help to improve the overall user experience. For instance, in a courtroom, clients may want to be able to control the lighting, temperature, and audio-visual systems from the touch screen, or they may want to be able to access legal documents or other materials from a central location. Similarly, in a council room, clients may want to be able to control the lighting, temperature, and audio-visual systems, as well as access agendas, reports, and other documents from the touchscreen interface. BIS Digital customizes the user controls with the specific functions and features outlined in the scope of work.

### Digital Signal Processor

Digital Signal Processors (DSPs) are specialized computers that are used to process and manipulate signals in real time. This is achieved through algorithms that can analyze and manipulate audio in a variety of ways. For example, a DSP might be used to adjust the volume of an audio signal, remove background noise, or cancel out echoes. They are an essential component of many BIS Digital provided audio systems and are used in a wide range of applications including but not limited to courtrooms, council chambers, police stations, and conference rooms.

BIS Digital provides DSPs that offer advanced processing capabilities and a range of connectivity options, particularly where clear, intelligible audio is critical. Specifically, most of our DSPs will handle up to 64 channels of audio and support a range of audio signal types, including analog, digital, and networked audio, such as voice over internal protocols (VOIP) or Dante.

In a typical courtroom environment, we'll use a DSP to amplify the voice of a witness or to reduce background noise so that the testimony can be heard clearly by all parties. In some cases, a white noise sidebar preset may be configured. Or audio may need to be sent from one room to an overflow area. As to the specific functionality for this project, BIS Digital will prioritize the documented requests outlined in the scope of work but will adjust on site, as needed, based on the installation environment and client needs. This allows us to ensure that the final product meets your expectations and functions effectively within any known or unknown constraints.

### Evidence Presentation

As part of our comprehensive AV system solution, BIS Digital proposes an advanced evidence presentation system that offers optional annotation capabilities. This versatile system can be seamlessly operated on touch-enabled screens or tablet devices, enabling presenters, typically attorneys or witnesses, to interact with the evidence digitally. Our system supports various evidence formats, including documents, images, audio recordings, and videos. In situations where non-digital evidence is required, BIS Digital can integrate a document camera as a source feed into the evidence presentation system. The evidence can then be presented on displays throughout the courtroom, ensuring all participants, including the judge, jury, attorneys, and witnesses, have a clear view.

During presentations, presenters can leverage the touch screen annotation features to emphasize specific sections of the evidence, create diagrams, add notes, or underline important points. Real-time annotation functionality facilitates dynamic and collaborative interaction during evidence analysis. Attorneys can raise objections, present counter-arguments, or pose questions related to the evidence using the touch screen interface. Additionally, judges can use the system to mark rulings or seek clarifications.

To cater to specific room workflows, our solution offers a preview and publish evidence option. This feature allows authorized individuals, such as the judge, to select specific evidence for review by clicking the preview button. The selected evidence will only be displayed on monitors designated as preview monitors. Once the



judge has reviewed the evidence and determined its admissibility, there is an option to publish the evidence to the gallery. By selecting the publish option, the evidence becomes accessible to gallery participants, including the jury, witnesses, and opposing counsel, via designated 'publish' monitors.

For added convenience, our larger AV system can optionally record the presented evidence and any annotations made during the session. If integrated with a room control system, the evidence presentation controls can be consolidated into a single control interface, simplifying operation and enhancing efficiency.

### **Cynap**

Included in this proposal is a WolfVision Cynap, an advanced wireless presentation and collaboration system packed with a wide array of essential features. With the Cynap system, users can seamlessly share and showcase content from their personal devices on a larger screen or monitor. By leveraging a network connection, content transmission from the presentation device to the hub becomes cable-free, simplifying setup and enabling usage in any location with ease. One notable capability of the Cynap system is its support for simultaneous connections of multiple presentation devices, fostering collaborative content sharing among multiple users. Moreover, it can effortlessly connect to multiple displays at once, empowering users to share content across multiple screens or display different content on each screen. The Cynap system also boasts an intuitive on-screen annotation tool, empowering users to make real-time handwritten notes or drawings on the displayed content, facilitating seamless collaboration and communication. Furthermore, it offers robust support for audio and video content, making it an adaptable tool for a wide range of applications. Compatible with laptops, tablets, and smartphones, the Cynap system prioritizes security with features like encryption and password protection, ensuring the utmost protection for shared content.

## Installation Overview

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BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.



## Support and Service Overview

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At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234  
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Dan Meyer  
(800) 834-7674 x. 4518

Technical Services Manager – Gary Jones  
(800) 834-7674 x. 4513

President – Steve Coldren  
(800) 834-7674 x. 4504









## Installation (I) - BIS-3001329

### Augusta-Richmond County Superior Court

Dan Meyer  
dan.meyer@bisdigital.com

Jury Assembly Room Option: B

**Will this Scope of Work apply to multiple rooms?**

No – This scope does NOT consider multiple rooms.

**Is the client planning to record with DCR?**

No – DCR recording is not required in this system.

**Network Approval Process?**

No

**Will an IT Administrator or someone with knowledge of the network be available at the time of installation?**

No – Client did NOT confirm.

**Were the end-to-end workflows of the room, the existing system, and how the new system will be installed to satisfy workflow needs documented for client review and approval?**

Yes – A full description has been documented below.

**Will system training be required?**

Yes – BIS Digital Technicians will train end users on using the installed system.

#### Installation (I) Description / Notes:

Client would like their Jury Assembly room A/V upgraded, reusing as much equipment as possible.

BIS to install new DSP for Dante audio.

BIS to install Cynap Pure Pro for USB and wireless presentation.

BIS to install matrix switcher for multiple inputs.

BIS to install video distribution for displays in the room.

BIS to install four (4) 50" commercial grade displays in room, reusing existing mounts.

BIS to install Room Control System for equipment in the room with iPad for control

Items reused in room:

Amp

Listening Assist

Wireless Mic

Power Conditioner

Speakers

Client responsibilities:

Client to provide PC at front desk for presentations, if desired



## General Scope of Work Description for Installations

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our Scope of Work process is an integral part of this commitment. Please note that this document is intended as a preliminary assessment only and may be subject to a final technical assessment of your requirements. Its use is limited to the purpose of allowing you to verify, via signature, whether the listed equipment, software, and installation needs were accurately recorded. The final implementation of equipment and functionality may vary due to factors including but not limited to: budget, infrastructure, and manufacturer constraints. This document does not provide any implied or express warranties, and BIS Digital accepts no liability for any reliance on the information contained within it beyond its intended purpose as an initial work assessment. Unless otherwise specified, the following section lists BIS Digital and client responsibilities for a standard installation.

### **BIS Digital will be responsible for the following:**

- Provision of all necessary labor, supervision, tools, equipment, materials, services, testing, and other expenses for the successful installation and delivery of a complete and operable A/V solution.
- Performance of all work as described in the scope of work, including installation and testing of specified equipment and final circuit terminations in the head-end equipment racks.
- Project management, personnel, supervision, staff, labor, installation planning, scheduling, documentation, installation quality, and testing devices as required to complete the work.
- Furnishing of specified equipment, with the caveat that BIS Digital reserves the right to bill for equipment as stored materials when delivery or installation is not possible.
- Recommendation for the installation of dedicated electrical power at the head-end, end-user equipment, or at the location of final control(s).
- Production of deliverables and any substitutions on a schedule established under a purchase agreement.

### **The client will be responsible for the following:**

- Preparation of the installation site, including but not limited to carpentry, network connection installation, and electrical work.
- Provision of scaffolds, ladders, or high-reach equipment for installation work in ceilings over 14 feet. BIS Digital will quote rental equipment as needed or upon request.
- Responsibility for any external noise or factors creating noise within the systems not exposed by installed electronic equipment.
- Ensuring that installation structures will support the weight of equipment, including but not limited to wall-mounted displays, hanging loudspeakers, and equipment racks.
- If required, customer-provided contractors will be responsible for the provision, hanging, and installation of all rigid electrical junction boxes, AC power, relay switches, conduits, and any structural reinforcement means as required for the proposed systems.

By signing below, I certify that I am an authorized signer for Augusta-Richmond County Superior Court and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name

Signature

Date

12/08/2023



## Disclaimer: Shipping and Handling

### Shipping Information and Requirements

By engaging in our shipping services, customers are obligated to provide precise shipping contact information. This includes the first and last name, title, phone number, and email address of the individual designated to oversee shipping logistics. Customers must also explicitly state whether their location possesses a designated dock for receiving shipments. This information is crucial for planning to ensure the most efficient and timely delivery method.

### Direct Shipments from Manufacturers

BIS Digital reserves the right to dispatch particular items, such as monitors and specific components, directly from the manufacturer. While this approach may result in separate arrivals from bundled systems, it is essential to secure timely deliveries and the uncompromised condition of individual components. Rest assured, we manage this process to minimize any potential disruption to your project.

### Shipping Costs

The expenses associated with shipping and handling will be determined according to project-specific requirements. Customers will receive a set price for these costs included in a Bill of Materials prior to proceeding with any shipment. Our objective is to maintain cost-efficiency while upholding the highest standards of care for your equipment.

### Shipping Schedule and Tracking

BIS Digital collaborates closely with customers to establish a shipping schedule that aligns with project timelines. Timely delivery is a paramount commitment, and customers will be kept informed of the shipping status through proactive communication. Additionally, when applicable, customers will be granted access to tracking services and notifications, affording them the means to monitor the status of their shipments, thereby facilitating appropriate preparation for the arrival of their AV equipment.

### Disclaimer and Contact Information

This Shipping and Handling Disclaimer serves as a general guideline for our shipping and handling procedures. BIS Digital is firmly committed to addressing specific inquiries or concerns regarding shipping in a prompt and efficient manner, all with the overarching goal of ensuring a seamless and expedient shipping experience for your AV equipment. Should you require further clarifications, have concerns, or need additional assistance, we encourage you to reach out to our dedicated support team.

### Does the delivery site include lockable storage?

Yes – BIS Digital will use on-site lockable storage.

### Is the delivery site equipped with a loading dock?

Yes – BIS Digital will use an on-site loading dock.

By signing below, I certify that I am an authorized signer for Augusta-Richmond County Superior Court and have reviewed and approved BIS Digital's Shipping and Handling Disclaimer. I understand that this disclaimer provides a general overview of shipping expectations and agree to hold BIS Digital harmless from liability arising from third-party carrier errors, damages, or delays. Furthermore, I acknowledge that if specific shipping instructions, such as address details, carry-in delivery, or attention-to information, are required, I will promptly forward these instructions to the designated account manager for implementation. I also recognize that any delays in providing accurate shipping information may result in project delays, and I accept responsibility for mitigating such delays by promptly addressing any shipping-related requirements.

Client Name

*Nolan E. Martin*

Signature

*Nolan E. Martin*

Date

*12/08/2023*



## **Disclaimer: Client-Initiated Modifications and Post-Installation Changes**

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This document serves as a disclaimer by BIS Digital, Inc. to address concerns regarding client-initiated modifications and changes made to audiovisual systems during or post-installation. We urge all clients, their respective staff, and any applicable third-parties, to carefully review and understand the following points.

### **Responsibility for Modifications**

BIS Digital takes pride in delivering high-quality audiovisual systems and solutions that are carefully designed, installed, and configured according to the client's specific needs and requirements. Any modifications, alterations, or changes made to the installed systems by the client or their staff after the completion of installation are outside the scope of our original service and responsibility.

### **Risk and Implications**

Clients are advised that making unauthorized modifications to the audiovisual systems, including hardware and software, may result in compatibility issues, operational errors, and system malfunction. BIS Digital shall not be held responsible for any issues or damages that may occur due to these client-initiated modifications.

### **Client Decision-Makers**

We encourage clients to designate responsible individuals who will oversee and approve any changes or updates to the audiovisual systems, and who understand the potential consequences of unauthorized modifications.

### **Client Communication**

In the event that clients intend to make changes or upgrades to the installed systems, we kindly request that they notify BIS Digital in advance. This will allow us to assess the proposed changes for compatibility and potential impacts on the system.

### **Warranty and Support**

Our standard warranty and support services apply to the audiovisual systems as they were originally installed and configured by BIS Digital. Any client-initiated modifications may void these warranties and may incur additional charges for repair or maintenance.

### **Dispute Resolution**

In the event of disputes arising from client-initiated modifications and their impact on the audiovisual systems, BIS Digital is open to engaging in a constructive dialogue to find mutually acceptable solutions. However, the ultimate responsibility for such modifications rests with the client.

### **Acknowledgment**

By continuing to use or make changes to the audiovisual systems installed by BIS Digital, clients acknowledge their understanding and acceptance of this disclaimer.

### **Contact Information**

For any questions, concerns, or inquiries related to this Disclaimer, please contact BIS Digital through our official channels.

Please note that this disclaimer is a fundamental aspect of our service agreements. BIS Digital is committed to delivering exceptional AV solutions and ensuring the longevity and functionality of our installations. We appreciate your cooperation in preserving the integrity of our work.





## Client Site Preparation Checklist

As part of delivering a seamless experience, there are a few things clients can do ahead of time that greatly impact the speed and efficacy of an on-site or remote installation. In either instance, BIS Digital highly recommends reviewing the client checklist provided below and completing all applicable items within the timeframes listed should you choose us as your technology partner. If you have any questions about the items on this list, please don't hesitate to contact your account manager or call us directly at (800) 834-7674.

### At least 30 Days Prior to Installation Date:

- ☐ Identify the location where the AV equipment will be installed and ensure that it meets the necessary specifications, including proper power and electrical outlets, HVAC, lighting, and structural support.
- ☐ Provide BIS Digital with a comprehensive list of all existing AV equipment and systems that will be integrated with the new equipment, including make and model numbers.
- ☐ Ensure that all necessary software and firmware updates have been performed on existing equipment.
- ☐ Ensure that all required permits and licenses have been obtained, including those related to construction or renovation work as applicable.
- ☐ Ensure that any necessary network infrastructure is in place, including existing routers, switches, and firewalls.
- ☐ Provide BIS Digital with any applicable IP addresses to ensure that the AV equipment is properly configured to integrate with the network.
- ☐ Ensure that the appropriate personnel are present during the installation, including facilities personnel, IT personnel, and any other key stakeholders.
- ☐ Establish a clear communication plan with BIS Digital to ensure that any issues or concerns that arise on-site are promptly addressed.
- ☐ Coordinate with BIS Digital to schedule any necessary training sessions for end-users to ensure that they are familiar with the AV equipment and its functionality.

### If Archiving Recordings to a Network Path:

- ☐ Create a dedicated folder on the network for recording files.
- ☐ Ensure the Universal Naming Convention (UNC) path is available for that folder.
- ☐ Ensure each recording PC will have network access to this path.
- ☐ Ensure user logging into a recording computer will have read/write access to this path.

### Day Before Installation:

- ☐ Provide BIS Digital with any necessary access codes or keys to the installation site.
- ☐ Ensure any pre-shipped equipment is accounted for and accessible to the technicians on site.
- ☐ Ensure any existing computers will be in proper working order, free of viruses, have internet access, and be in the place where they will be used.
- ☐ Provide BIS Digital with any necessary user credentials and network access information to ensure that the AV equipment is properly integrated with the network. If this cannot be provided, please ensure someone with administrator rights will be available during the installation.

### Note on Recording Storage:

The DCR recording software can write files to multiple locations simultaneously. BIS Digital will create a C:\DCR Recordings folder on the local recording computer as the primary storage method. A mirror copy can be written to a network, external HD, flash drive, SD card, or CD/DVD. Mirroring to a network location is the preferred method. When mirroring to a network path, any user that intends to record audio/video will also need read/write/modify access to this network path so that the files can mirror successfully. When considering storage methods, BIS Digital recommends revisiting state or local government requirements for long-term storage.

### If Archiving Recordings to a CD/DVD:

- ☐ Ensure any existing CD/DVD burners meet BIS Digital specifications, function properly, and be installed at each recording computer.
- ☐ Ensure any applicable CD/DVD writing software is installed unless purchasing from BIS Digital.
- ☐ Provide a sample of writable media for testing/training and going live with the system. CD-R and DVD +R are the supported disk types.



## Standard Training Disclaimer

The scope of training provided by BIS Digital is limited to the standard operation and maintenance of the equipment as outlined in this scope of work and in accordance with the manufacturer's requirements. Training is intended to equip end-users with the knowledge necessary to independently and effectively operate the integrated audiovisual systems.

Our training sessions are conducted by an installing technician who is most knowledgeable about the specific system, especially in cases where adjustments or modifications have been made due to unforeseen conditions on-site. This ensures that users receive tailored, accurate, and up-to-date information regarding their AV system.

The estimated total hours of training, as listed in the table below, are calculated under the assumption that each user will be trained individually. This approach is adopted because BIS Digital recognizes that end-user availability for training may vary significantly. However, we can accommodate group training sessions for efficiency. Please note that group sizes are generally limited to no more than five (5) people to ensure the quality and effectiveness of the training.

Please be aware that our training sessions are standardized and may not accommodate specific learning disabilities or impairments. Our technicians are not certified trainers and are unable to provide specialized training for such cases. If any subset of client users requires special accommodations due to learning disabilities or impairments, we strongly encourage a "train-the-trainer" approach with the client. This means that the client should designate an individual or individuals within their organization to receive the standard training and then provide tailored training or support to those with specific needs.

While every effort is made to provide comprehensive training, BIS Digital shall not be held liable for any errors, omissions, or issues arising from the use of the integrated audiovisual system following training. Users are encouraged to seek additional support or clarification if necessary.

By proceeding with training services provided by BIS Digital, you acknowledge that you have read and understood this disclaimer, and you agree to abide by the terms and conditions stated herein. If you have any questions or concerns regarding our training services or this disclaimer, please do not hesitate to contact us.

	Estimated Hours	Number of Users
DCR		
DCR-VC		
DCR Player		3
Web Access / Network Monitor		3
Room Control	4.50	
Evidence Presentation	4.50	
Other (see notes)		
<b>Total</b>	<b>9</b>	

**Estimated Number of 8 Hour Training Days in Addition to Installation (as Facilitated by 1 Technician):**  
0.38





## Optimal Specifications for BIS Digital Recording PC Systems (v8.5)

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### PC Requirements:

#### 2/4 Channel Audio Only

- 8GB RAM (For Windows 7-11 @ 64-bit)
- 256 GB Hard Drive / 8 MB Cache / 7200 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- Microsoft Windows 7-11 Professional

#### 4/8 Channel Audio w/ 4 Video Channel Max

- 8GB RAM (For Windows 7-11 @ 64-bit)
- 1TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional

#### 8/16 Channel Audio w/ 8 Video Channels

- 16GB RAM (For Windows 7-11 @ 64-bit)
- 2TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i7 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional

## Audio Sources

	Location	Status	Placement	Type	Make/Model	DCR Channel	Function
A1	Clerk	Use 1 Client-Provided	Other (see notes)	Hand-held (Wireless)		N/A	Use in VTC

## Speakers

	Location	Status	Type	Zone	Make/Model
S1	Gallery	Use 12 Client-Provided	In-ceiling Speaker	2	



## Video Sources

	Location	Status	Placement	Type	Make/Model	Shot	Dist. to Target	Target	DCR Channel	Function
V1	Clerk	Provide 1 New	Desk-sitting	HDMI Video Feed	Cynap Pure Pro				N/A	N/A
V2	Clerk	Use 1 Client-Provided	Rack-mounted	HDMI Video Feed	Cable TV Box				N/A	N/A
V3	Clerk	Use 1 Client-Provided	Other (see notes)	HDMI Video Feed	Clerk PC				N/A	N/A

## Displays

	Location	Status	Placement	Size	Type	Make/Model	Include Audio?	A/V Room Controls?	Annotation Control?
D1	Wall C	Provide 4 New	Wall-mounted (tilt)	50"	Display		No	Yes	No

## Room Control Panels

	RC1	RC2	RC3	RC4	RC5
Speakers (Volume/Power)	✓				
BYOD Pairing (On/Off)	✓				
Microphones (Levels/Mute)	✓				
Source Select	✓				



## Equipment

	Location	Status	Make / Model	Ports Available
Amplifier	Rack	Use 1 Client-Provided		
Assisted Listening System	Rack	Use 1 Client-Provided		
Desktop/Laptop	Clerk	Use 1 Client-Provided		
DSP/Mixer	Rack	Provide 1 New		
NAS Drive				
Network Switch	Rack	Provide 1 New		
Power Conditioner	Rack	Use 1 Client-Provided		
Presentation System	Clerk	Provide 1 New		
Video Distribution Amplifier				
Video Input Switcher				
Other (see notes)				

## Rack(s)

	Location	Status	Type	Access	Conduit	Units Available
Rack 1	Clerk	Use 1 Client-Provided	Enclosed	Direct (in-room)	Existing	16U





## Infrastructure

### On-site lockable storage?

Yes – BIS Digital will use on-site lockable storage.

### Loading dock?

Yes – BIS Digital will use an on-site loading dock.

### Known asbestos?

Unknown – Client is not aware of any asbestos at time of scope, but knows that remediation will be necessary if discovered.

### Conduit available?

Yes – Conduit can be accessed and approved for use by the building facilities.

### Access above ceiling?

N/A – Ceiling access is not needed.

### Any ceiling height on-site greater than 12 feet?

No – Ceiling heights at all locations are below 12 feet.

### Cables ran in-wall?

Yes – Existing infrastructure will support running cables in-wall.

### Cables ran on floor with coverings?

No – Existing infrastructure will not support running cables on the floor or client does not approve the use of coverings to facilitate cable runs.

### Equipment mounted on walls, ceilings, or floors as needed?

N/A – Equipment will not be mounted for this scope.

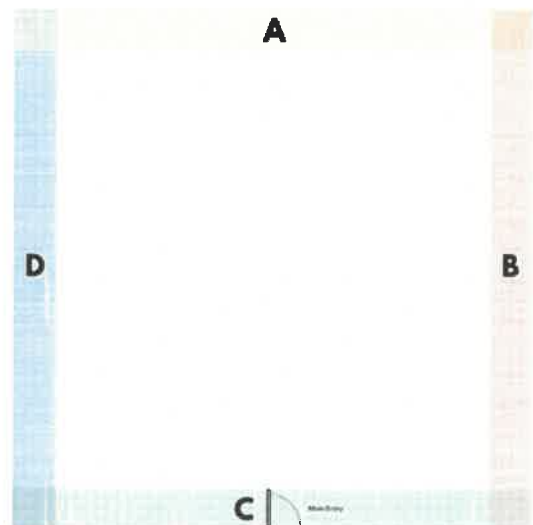
### At time of walk, client confirmed that installation structures will support installed equipment as applicable?

Yes – Client confirmed structure WILL support installed devices.

### At time of walk, client confirmed relocating rack or equipment may require new cable runs for existing equipment as applicable?

Yes – Client confirmed possible relocation constraints.

### Room Diagram:





Print Form

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

Vendor: BIS DIGITAL E-Verify Number: 315365

Commodity: AV SYSTEM

Estimated annual expenditure for the above commodity or service: \$ 41,269.76

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

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

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

Name: Mary Smith Department: Superior Court Date: 12/7/23

Department Head Signature:  Date:           

Approval Authority:  Date:           

Administrator Approval: (required — not required)            Date:           

COMMENTS:

AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT  
REQUISITION

DEPARTMENT NAME Superior Court  
DEPARTMENT NUMBER 101021110-5223112 R&M - Contract Equip.

REQUISITION  
REQUISITION DATE  
PURCHASE ORDER NUMBER  
PURCHASE ORDER DATE

SOLE SOURCE

January 1, 2024

DEPARTMENT HEAD 

Item No.	DESCRIPTION	QUANTITY	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	P2300626/Q#8024516 \$41,269.76							
2	JURY ASSEMBLY ROOM AV							
3	ITEM#BIS-MX-DAN-USB8PV4: Professional Digital 4ch	1	\$ 3,750.00	\$3,750.00				
4	PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP							
5	Interface							
6	ITEM#BIS-CYNAP-PP: BYOD Presentation Sys Pro	1	\$ 2,750.00	\$ 2,750.00				
7	(Series 2)							
8	ITEM#BIS-EXTRN-DXP-42-HDMI: 4K/60 4X2 HDMI	1	\$ 1,770.00	\$ 1,770.00				
9	Matrix Switcher							
10	ITEM#BIS-EXTRN-DTP-HD-DA-4K-230-4: 4K/60 HDMI to	1	\$ 3,650.00	\$ 3,650.00				
11	DTP Distribution Amplifier (230ft)							
12	ITEM#BIS-EXTRN-DTP-HDMI-4K-230-RX: 4K/60 HDMI	4	\$ 675.00	\$ 2,700.00				
13	DTP receiver (230ft)							
14	ITEM#BIS-D-4K-50-C: 50" Commercial Display 4K	4	\$ 1,700.00	\$ 6,800.00				
15	ITEM#BIS-RC-RCG-HW3: Room Control Gateway (up to	1	\$ 1,790.00	\$ 1,790.00				
16	3 rooms)							
17	ITEM#BIS-IPAD-10.9-G10-64GB-S: Pre-Programmed	1	\$ 599.00	\$ 599.00				
18	Apple iPad (10.9") 64GB 10th Generation Silver							
19	ITEM#BIS-IPAD-10.9-G10-USB-C-CAT6-B: Ethernet +	1	\$ 70.00	\$ 70.00				
20	Power USB-C Adapter for 10th Generation iPad (Black)							
21	ITEM#BIS-IPAD-SMNT-B: iPad Security Mount (Black)	1	\$ 155.00	\$ 155.00				

Shipping Charges

Time From Receipt of Purchase Order

**AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT  
REQUISITION**

DEPARTMENT NAME _____	REQUISITION _____	SOLE SOURCE Page 2
DEPARTMENT NUMBER _____	REQUISITION DATE _____	
	PURCHASE ORDER NUMBER _____	
	PURCHASE ORDER DATE _____	

DEPARTMENT HEAD \_\_\_\_\_

Item No.	DESCRIPTION	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
		QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
	v#18420						
	PHONE NUMBER						
	QUOTED BY						
1	cont. P2300626/Q#8024516 \$41,269.76						
2	JURY ASSEMBLY ROOM AV						
3	ITEM#BIS-USB-DANTE-2CHIO: DANTE USB I/O Adapter	2	\$ 290.00	\$580.00			
4	(2ch)						
5	ITEM#BIS-USB-3.0-HUB-4: USB 3.0 Hub (4-Port) Gray	1	\$ 70.00	\$ 70.00			
6	ITEM#BIS-NS-M4250-GSM4210PD: 9-Port Network	2	\$ 950.00	\$ 1,900.00			
7	Switch 9x 1GB 8x PoE+ (110w)						
8	ITEM#BIS-RSLF-1S2: 1U Rack Shelf 15" Depth	4	\$ 120.00	\$ 480.00			
9	ITEM#BIS-W-MP-22AWG-500ft: Microphone Wire	1	\$ 120.00	\$ 120.00			
10	22AWG (Plenum) - 500ft Roll						
11	ITEM#BIS-W-CAT6-SHB-1000: CAT6 cable shielded black	1	\$ 1,325.00	\$ 1,325.00			
12	1000'						
13	ITEM#BIS-HDMI-3FT-S2: HDMI Cable Series 2 (3ft)	4	\$ 17.00	\$ 68.00			
14	ITEM#BIS-HDMI-6FT-S2: HDMI Cable Series 2 (6ft)	4	\$ 20.00	\$ 80.00			
15	ITEM#BIS-HDMI-25FT-S2: 25' HDMI Cable (Series 2)	2	\$ 60.00	\$ 120.00			
16	ITEM#BIS-CAT6-SPC-3-P 3' Shielded CAT6 Patch Cable	6	\$ 46.00	\$ 276.00			
17	Plenum						
18	ITEM#BIS-CAT6-SPC-9-P: 9' Shielded CAT6 Patch Cable	2	\$ 80.00	\$ 160.00			
19	Plenum						
20	INSTALLATION SUPPLIES	1	\$ 397.26	\$ 397.26			
21	SHIPPING/HANDLING	1	\$ 2,044.91	\$ 2,044.91			
Shipping Charges							
Time From Receipt of Purchase Order							

**AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT  
REQUISITION**

DEPARTMENT NAME _____	REQUISITION _____	SOLE SOURCE Page 3
DEPARTMENT NUMBER _____	REQUISITION DATE _____	
	PURCHASE ORDER NUMBER _____	
	PURCHASE ORDER DATE _____	

DEPARTMENT HEAD \_\_\_\_\_

Item No.	DESCRIPTION	QUANTITY	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	v#18420							
	PHONE NUMBER							
	QUOTED BY							
1	cont. P2300626/Q#8024516 \$41,269.76							
2	JURY ASSEMBLY ROOM AV							
3	ON-SITE SETUP, INSTALLATION AND TRAINING	1	\$ 7,920.00	\$7,920.00				
4	ANNUAL ONSITE SUPPORT (includes Hardware	1	\$3,864.00	\$ 3,864.00				
5	Replacement) - Contract to be NMNT-OS-HRDW							
6	Issued Upon Installation							
7	% DISCOUNT \$2169.41	1	\$ (2,169.41)	\$ (2,169.41)				
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
			\$	41,269.76				

Shipping Charges

Time From Receipt of Purchase Order



## Augusta Judicial Circuit

Superior Court Administration  
735 James Brown Blvd., Suite 2200  
Augusta, Georgia 30901


Office of Court Administration  
Nolan E. Martin

Telephone (706)849-3738  
FAX (706)849-3739

### MEMORANDUM

December 7, 2023

TO: Geri Sams – Procurement  
Takiyah Douse, Interim Administrator

FROM: Nolan E. Martin – Court Administrator 

RE: Sole Source – BISDIGITAL

The AV system in the Augusta Judicial Center's Jury Assembly Room needs replacing. The Courts within the Judicial Center have utilized BISDigital for the audio-visual systems upgrades in the courtrooms, two conference rooms and the arraignments rooms at the jail. Since BISDigital provided the recent equipment and installation, they are uniquely positioned to provide these services. Augusta Information Technology has signed off on the proposal and budgeted funds are available to cover the expenditure.

Thank you in advance for your favorable consideration. Should you have any questions or need further information, please do not hesitate to call on me.

Richmond and Burke Counties





## **Augusta-Richmond Superior Court**

### **Proposal**

### **Augusta-Richmond County Jury Assembly Room Upgrades**

**12-07-2023**

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**Mr. Nolan Martin**  
**Street Address: 735 James Brown Blvd**  
**City: Augusta**  
**State: Georgia**  
**Zip Code: 30901**  
**Phone: (706) 821-2387**  
**Email: nmartin@augustaga.gov**



**1350 NE 56th Street, Suite 300**  
**Ft. Lauderdale, FL 33334**



**Sales: (800) 834-7674**  
**Support: (800) 715-1234**



**Email: [info@bisdigital.com](mailto:info@bisdigital.com)**  
**Web: [www.bisdigital.com](http://www.bisdigital.com)**



## Proposal Information

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**Title of Proposal:**

Augusta-Richmond County Jury Assembly Room Upgrades

**Proposal Total:**

\$41,269.76

**BIS Digital Proposal Reference ID:**

P-2300626

**Intended Recipient Name (Attention To):**

Mr. Nolan Martin

**Drop-off Location (Building Name):**

Augusta-Richmond County Courthouse

**Delivery Address:**

735 James Brown Blvd  
Augusta, Georgia, 30901

## Submitting Organization Information

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**Name:**

Business Information Systems, Inc. DBA: BIS Digital

**Address:**

1350 NE 56th Street, Suite 300  
Fort Lauderdale, FL 33334

**Phone:**

(800) 834-7674  
(954) 493-7377

**Email:**

sales@bisdigital.com

**Account Manager Phone:**

(800) 834-7674 x. 4518

**Website:**

www.bisdigital.com

**Fax:**

(877) 858-5611

**Account Manager:**

Dan Meyer

**Date:**

December 7, 2023



## Bill of Materials

**Account Name:**

Augusta-Richmond County Superior Court (GA)

**Quote Name:**

I - NOV 2023 - Q-8024516 - Jury Assembly Room Option: B - Courthouse - Augusta-Richmond County Superior Court

**Quote Number:**  
Q-8024516

**Quote Amount:**  
\$41,269.76

**Date:**  
12/7/23

**Quote Expiration Date:**  
6/7/24

**Account Rep:**  
Dan Meyer

**Account Rep Email:**  
dan.meyer@bisdigital.com

**Account Rep Phone:**  
(800) 834-7674 x4518

Item	Product Code	Qty	Unit Price	Total Price
Professional Digital 4ch PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface	BIS-MX-DAN-USB8PV4	1.00	\$3,750.00	\$3,750.00
BYOD Presentation System   Pro (Series 2)	BIS-CYNAP-PP	1.00	\$2,750.00	\$2,750.00
4K/60   4x2 HDMI Matrix Switcher	BIS-EXTRN-DXP-42-HDMI	1.00	\$1,770.00	\$1,770.00
4K/60 HDMI to DTP Distribution Amplifier   1x4 (230ft)	BIS-EXTRN-DTP-HD-DA-4K-230-4	1.00	\$3,650.00	\$3,650.00
4K/60 HDMI DTP Receiver (230ft)	BIS-EXTRN-DTP-HDMI-4K-230-RX	4.00	\$675.00	\$2,700.00
50" Commercial Display   4K	BIS-D-4K-50-C	4.00	\$1,700.00	\$6,800.00
Room Control Gateway (up to 3 rooms)	BIS-RC-RCG-HW3	1.00	\$1,790.00	\$1,790.00
Pre-Programmed Apple iPad (10.9")   64GB   10th Generation   Silver	BIS-IPAD-10.9-G10-64GB-S	1.00	\$599.00	\$599.00
Ethernet + Power USB-C Adapter for 10th Generation iPad (Black)	BIS-IPAD-10.9-G10-USB-C-CAT6-B	1.00	\$70.00	\$70.00
iPad Security Mount (Black)	BIS-iPad-SMNT-B	1.00	\$155.00	\$155.00
DANTE USB I/O Adapter (2ch)	BIS-USB-DANTE-2CHIO	2.00	\$290.00	\$580.00
USB 3.0 Hub (4-Port)   Gray	BIS-USB-3.0-HUB-4	1.00	\$70.00	\$70.00
9-port Network Switch   9x 1GB   8x PoE+ (110w)	BIS-NS-M4250-GSM4210PD	2.00	\$950.00	\$1,900.00
1U Rack Shelf   15" Depth	BIS-RSLF-1S2	4.00	\$120.00	\$480.00
Microphone Wire 22AWG (Plenum) - 500ft Roll	BIS-W-MP-22AWG-500ft	1.00	\$120.00	\$120.00
CAT6 Cable   Shielded   Black   1000'	BIS-W-CAT6-SHB-1000	1.00	\$1,325.00	\$1,325.00



Item	Product Code	Qty	Unit Price	Total Price
HDMI Cable Series 2 (3ft.)	BIS-HDMI-3FT-S2	4.00	\$17.00	\$68.00
HDMI Cable Series 2 (6ft.)	BIS-HDMI-6FT-S2	4.00	\$20.00	\$80.00
25' HDMI Cable (Series 2)	BIS-HDMI-25FT-S2	2.00	\$60.00	\$120.00
3' Shielded CAT6 Patch Cable   Plenum	BIS-CAT6-SPC-3-P	6.00	\$46.00	\$276.00
9' Shielded CAT6 Patch Cable   Plenum	BIS-CAT6-SPC-9-P	2.00	\$80.00	\$160.00
Installation Supplies	BIS-INST-SUP	1.00	\$397.26	\$397.26
Shipping/Handling	S/H	1.00	\$2,044.91	\$2,044.91
<b>On-site Setup, Installation and Training</b>	<b>SIT</b>	1.00	\$7,920.00	\$7,920.00
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-OS-HRDW	1.00	\$3,864.00	\$3,864.00
<b>% DISCOUNT</b>	<b>PCT-DISCOUNT</b>			<b>(\$2,169.41)</b>

**Subtotal: \$43,439.17**  
**Discounts: - \$2,169.41**  
**Total (Before Tax): \$41,269.76**



## Proposal Terms and Conditions

<b>Proposal ID</b>	P-2300626
<b>Effective Period</b>	This proposal is valid through 06-04-2024.
<b>Tax Status</b>	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
<b>Deposit</b>	All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.
<b>Payment Terms</b>	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
<b>Cancellation</b>	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all canceled orders.</p>
<b>Limited Warranty</b>	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
<b>Software Assurance</b>	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
<b>Substitutions</b>	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives

**Proposal P-2300626 Accepted By****Full Name (Print):****Title:**Nolan E. MartinCourt Administrator**Signature:****Date:**12/08/2023**PLEASE NOTE:**

By signing above and or providing a purchase order number below, your organization is agreeing to the appended scope of work, pricing, disclaimers, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for ALL materials and applicable services listed in this proposal: P-2300626.

**Accounts Payable Information****Full Name (Print):****Phone Number:**Mary Smith706-821-2363**Email Address:****Fax Number:**mjsmith@augustaga.gov706-849-3739**Purchase Order Required for Purchasing?****Purchase Order Number:**☒ **YES**☐ **NO**





## Key System Technology

### Room Control

BIS Digital provides room control systems to improve the efficiency and convenience of managing multiple systems and devices in a space. With a centralized touchscreen interface, users can easily access and control the various systems and devices in a room, without the need to navigate through multiple separate controls or interfaces. This can help to reduce the time and effort required to set up and manage a space, and it can also help to improve the overall user experience. For instance, in a courtroom, clients may want to be able to control the lighting, temperature, and audio-visual systems from the touch screen, or they may want to be able to access legal documents or other materials from a central location. Similarly, in a council room, clients may want to be able to control the lighting, temperature, and audio-visual systems, as well as access agendas, reports, and other documents from the touchscreen interface. BIS Digital customizes the user controls with the specific functions and features outlined in the scope of work.

### Digital Signal Processor

Digital Signal Processors (DSPs) are specialized computers that are used to process and manipulate signals in real time. This is achieved through algorithms that can analyze and manipulate audio in a variety of ways. For example, a DSP might be used to adjust the volume of an audio signal, remove background noise, or cancel out echoes. They are an essential component of many BIS Digital provided audio systems and are used in a wide range of applications including but not limited to courtrooms, council chambers, police stations, and conference rooms.

BIS Digital provides DSPs that offer advanced processing capabilities and a range of connectivity options, particularly where clear, intelligible audio is critical. Specifically, most of our DSPs will handle up to 64 channels of audio and support a range of audio signal types, including analog, digital, and networked audio, such as voice over internet protocols (VOIP) or Dante.

In a typical courtroom environment, we'll use a DSP to amplify the voice of a witness or to reduce background noise so that the testimony can be heard clearly by all parties. In some cases, a white noise sidebar preset may be configured. Or audio may need to be sent from one room to an overflow area. As to the specific functionality for this project, BIS Digital will prioritize the documented requests outlined in the scope of work but will adjust on site, as needed, based on the installation environment and client needs. This allows us to ensure that the final product meets your expectations and functions effectively within any known or unknown constraints.

### Evidence Presentation

As part of our comprehensive AV system solution, BIS Digital proposes an advanced evidence presentation system that offers optional annotation capabilities. This versatile system can be seamlessly operated on touch-enabled screens or tablet devices, enabling presenters, typically attorneys or witnesses, to interact with the evidence digitally. Our system supports various evidence formats, including documents, images, audio recordings, and videos. In situations where non-digital evidence is required, BIS Digital can integrate a document camera as a source feed into the evidence presentation system. The evidence can then be presented on displays throughout the courtroom, ensuring all participants, including the judge, jury, attorneys, and witnesses, have a clear view.

During presentations, presenters can leverage the touch screen annotation features to emphasize specific sections of the evidence, create diagrams, add notes, or underline important points. Real-time annotation functionality facilitates dynamic and collaborative interaction during evidence analysis. Attorneys can raise objections, present counter-arguments, or pose questions related to the evidence using the touch screen interface. Additionally, judges can use the system to mark rulings or seek clarifications.

To cater to specific room workflows, our solution offers a preview and publish evidence option. This feature allows authorized individuals, such as the judge, to select specific evidence for review by clicking the preview button. The selected evidence will only be displayed on monitors designated as preview monitors. Once the

# «BISDIGITAL

Judge has reviewed the evidence and determined its admissibility, there is an option to publish the evidence to the gallery. By selecting the publish option, the evidence becomes accessible to gallery participants, including the jury, witnesses, and opposing counsel, via designated 'publish' monitors.

For added convenience, our larger AV system can optionally record the presented evidence and any annotations made during the session. If integrated with a room control system, the evidence presentation controls can be consolidated into a single control interface, simplifying operation and enhancing efficiency.

## **Cynap**

Included in this proposal is a WolfVision Cynap, an advanced wireless presentation and collaboration system packed with a wide array of essential features. With the Cynap system, users can seamlessly share and showcase content from their personal devices on a larger screen or monitor. By leveraging a network connection, content transmission from the presentation device to the hub becomes cable-free, simplifying setup and enabling usage in any location with ease. One notable capability of the Cynap system is its support for simultaneous connections of multiple presentation devices, fostering collaborative content sharing among multiple users. Moreover, it can effortlessly connect to multiple displays at once, empowering users to share content across multiple screens or display different content on each screen. The Cynap system also boasts an intuitive on-screen annotation tool, empowering users to make real-time handwritten notes or drawings on the displayed content, facilitating seamless collaboration and communication. Furthermore, it offers robust support for audio and video content, making it an adaptable tool for a wide range of applications. Compatible with laptops, tablets, and smartphones, the Cynap system prioritizes security with features like encryption and password protection, ensuring the utmost protection for shared content.



## Installation Overview

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.



## Support and Service Overview

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At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

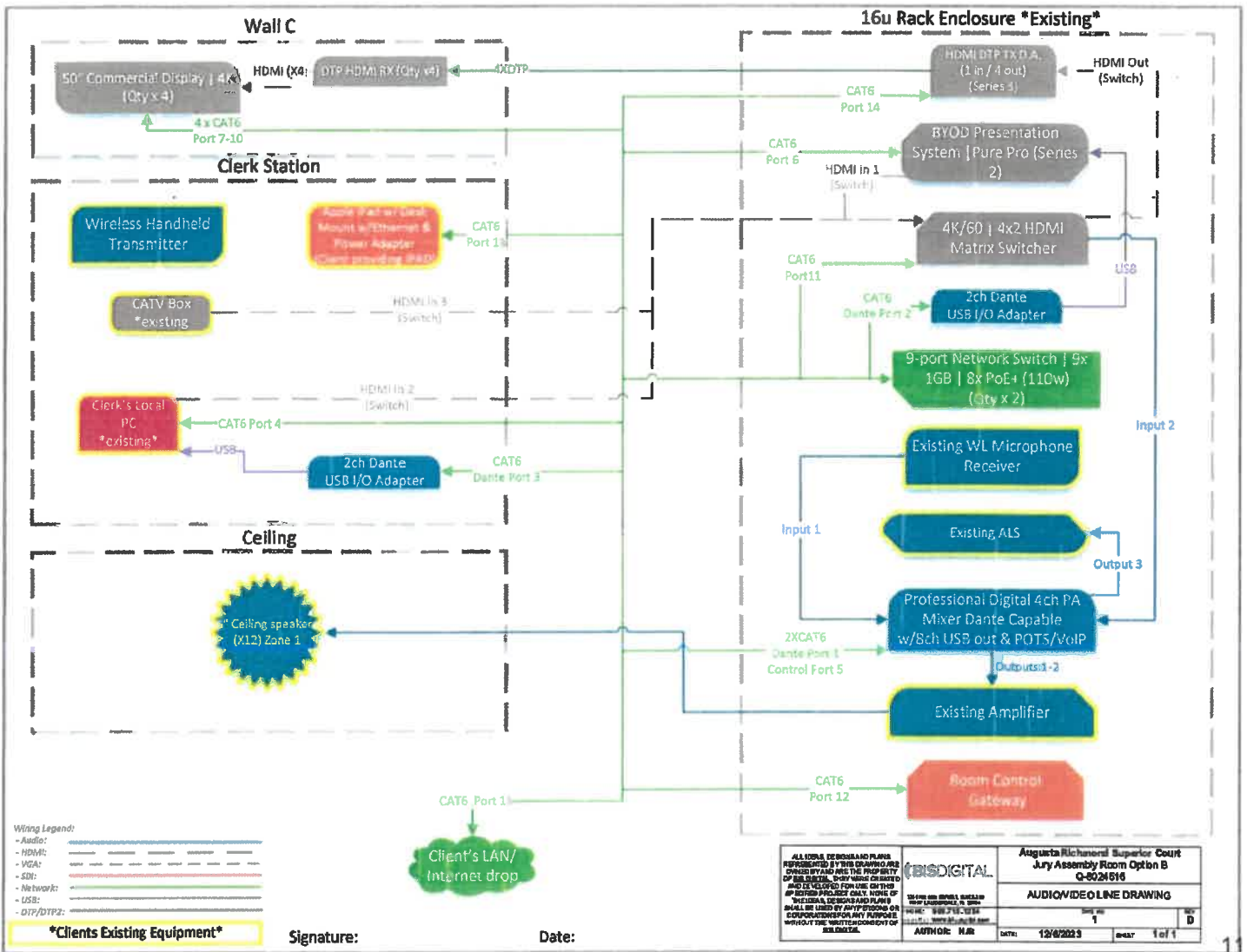
(800) 715-1234  
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Dan Meyer  
(800) 834-7674 x. 4518

Technical Services Manager – Gary Jones  
(800) 834-7674 x. 4513

President – Steve Coldren  
(800) 834-7674 x. 4504







## Installation (I) - BIS-3001329

### Augusta-Richmond County Superior Court

Dan Meyer  
dan.meyer@bisdigital.com

#### Jury Assembly Room Option: B

##### Will this Scope of Work apply to multiple rooms?

No – This scope does NOT consider multiple rooms.

##### Is the client planning to record with DCR?

No – DCR recording is not required in this system.

##### Network Approval Process?

No

##### Will an IT Administrator or someone with knowledge of the network be available at the time of installation?

No – Client did NOT confirm.

##### Were the end-to-end workflows of the room, the existing system, and how the new system will be installed to satisfy workflow needs documented for client review and approval?

Yes – A full description has been documented below.

##### Will system training be required?

Yes – BIS Digital Technicians will train end users on using the installed system.

#### Installation (I) Description / Notes:

Client would like their Jury Assembly room A/V upgraded, reusing as much equipment as possible.

BIS to install new DSP for Dante audio.

BIS to install Cynap Pure Pro for USB and wireless presentation.

BIS to install matrix switcher for multiple inputs.

BIS to install video distribution for displays in the room.

BIS to install four (4) 50" commercial grade displays in room, reusing existing mounts.

BIS to install Room Control System for equipment in the room with iPad for control

#### Items reused in room:

Amp

Listening Assist

Wireless Mic

Power Conditioner

Speakers

#### Client responsibilities:

Client to provide PC at front desk for presentations, if desired





## General Scope of Work Description for Installations

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our Scope of Work process is an integral part of this commitment. Please note that this document is intended as a preliminary assessment only and may be subject to a final technical assessment of your requirements. Its use is limited to the purpose of allowing you to verify, via signature, whether the listed equipment, software, and installation needs were accurately recorded. The final implementation of equipment and functionality may vary due to factors including but not limited to: budget, infrastructure, and manufacturer constraints. This document does not provide any implied or express warranties, and BIS Digital accepts no liability for any reliance on the information contained within it beyond its intended purpose as an initial work assessment. Unless otherwise specified, the following section lists BIS Digital and client responsibilities for a standard installation.

### BIS Digital will be responsible for the following:

- Provision of all necessary labor, supervision, tools, equipment, materials, services, testing, and other expenses for the successful installation and delivery of a complete and operable A/V solution.
- Performance of all work as described in the scope of work, including installation and testing of specified equipment and final circuit terminations in the head-end equipment racks.
- Project management, personnel, supervision, staff, labor, installation planning, scheduling, documentation, installation quality, and testing devices as required to complete the work.
- Furnishing of specified equipment, with the caveat that BIS Digital reserves the right to bill for equipment as stored materials when delivery or installation is not possible.
- Recommendation for the installation of dedicated electrical power at the head-end, end-user equipment, or at the location of final control(s).
- Production of deliverables and any substitutions on a schedule established under a purchase agreement.

### The client will be responsible for the following:

- Preparation of the installation site, including but not limited to carpentry, network connection installation, and electrical work.
- Provision of scaffolds, ladders, or high-reach equipment for installation work in ceilings over 14 feet. BIS Digital will quote rental equipment as needed or upon request.
- Responsibility for any external noise or factors creating noise within the systems not exposed by installed electronic equipment.
- Ensuring that installation structures will support the weight of equipment, including but not limited to wall-mounted displays, hanging loudspeakers, and equipment racks.
- If required, customer-provided contractors will be responsible for the provision, hanging, and installation of all rigid electrical junction boxes, AC power, relay switches, conduits, and any structural reinforcement means as required for the proposed systems.

By signing below, I certify that I am an authorized signer for Augusta-Richmond County Superior Court and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name

*Nolan E. Martin*

Signature

*Nolan E. Martin*

Date

*12/08/2023*



## Disclaimer: Shipping and Handling

### Shipping Information and Requirements

By engaging in our shipping services, customers are obligated to provide precise shipping contact information. This includes the first and last name, title, phone number, and email address of the individual designated to oversee shipping logistics. Customers must also explicitly state whether their location possesses a designated dock for receiving shipments. This information is crucial for planning to ensure the most efficient and timely delivery method.

### Direct Shipments from Manufacturers

BIS Digital reserves the right to dispatch particular items, such as monitors and specific components, directly from the manufacturer. While this approach may result in separate arrivals from bundled systems, it is essential to secure timely deliveries and the uncompromised condition of individual components. Rest assured, we manage this process to minimize any potential disruption to your project.

### Shipping Costs

The expenses associated with shipping and handling will be determined according to project-specific requirements. Customers will receive a set price for these costs included in a Bill of Materials prior to proceeding with any shipment. Our objective is to maintain cost-efficiency while upholding the highest standards of care for your equipment.

### Shipping Schedule and Tracking

BIS Digital collaborates closely with customers to establish a shipping schedule that aligns with project timelines. Timely delivery is a paramount commitment, and customers will be kept informed of the shipping status through proactive communication. Additionally, when applicable, customers will be granted access to tracking services and notifications, affording them the means to monitor the status of their shipments, thereby facilitating appropriate preparation for the arrival of their AV equipment.

### Disclaimer and Contact Information

This Shipping and Handling Disclaimer serves as a general guideline for our shipping and handling procedures. BIS Digital is firmly committed to addressing specific inquiries or concerns regarding shipping in a prompt and efficient manner, all with the overarching goal of ensuring a seamless and expedient shipping experience for your AV equipment. Should you require further clarifications, have concerns, or need additional assistance, we encourage you to reach out to our dedicated support team.

### Does the delivery site include lockable storage?

Yes – BIS Digital will use on-site lockable storage.

### Is the delivery site equipped with a loading dock?

Yes – BIS Digital will use an on-site loading dock.

By signing below, I certify that I am an authorized signer for Augusta-Richmond County Superior Court and have reviewed and approved BIS Digital's Shipping and Handling Disclaimer. I understand that this disclaimer provides a general overview of shipping expectations and agree to hold BIS Digital harmless from liability arising from third-party carrier errors, damages, or delays. Furthermore, I acknowledge that if specific shipping instructions, such as address details, carry-in delivery, or attention-to information, are required, I will promptly forward these instructions to the designated account manager for implementation. I also recognize that any delays in providing accurate shipping information may result in project delays, and I accept responsibility for mitigating such delays by promptly addressing any shipping-related requirements.

Client Name

*Nolan E. Martin*

Signature

*Nolan E. Martin*

Date

*12/08/2023*



## **Disclaimer: Client-Initiated Modifications and Post-Installation Changes**

This document serves as a disclaimer by BIS Digital, Inc. to address concerns regarding client-initiated modifications and changes made to audiovisual systems during or post-installation. We urge all clients, their respective staff, and any applicable third-parties, to carefully review and understand the following points.

### **Responsibility for Modifications**

BIS Digital takes pride in delivering high-quality audiovisual systems and solutions that are carefully designed, installed, and configured according to the client's specific needs and requirements. Any modifications, alterations, or changes made to the installed systems by the client or their staff after the completion of installation are outside the scope of our original service and responsibility.

### **Risk and Implications**

Clients are advised that making unauthorized modifications to the audiovisual systems, including hardware and software, may result in compatibility issues, operational errors, and system malfunction. BIS Digital shall not be held responsible for any issues or damages that may occur due to these client-initiated modifications.

### **Client Decision-Makers**

We encourage clients to designate responsible individuals who will oversee and approve any changes or updates to the audiovisual systems, and who understand the potential consequences of unauthorized modifications.

### **Client Communication**

In the event that clients intend to make changes or upgrades to the installed systems, we kindly request that they notify BIS Digital in advance. This will allow us to assess the proposed changes for compatibility and potential impacts on the system.

### **Warranty and Support**

Our standard warranty and support services apply to the audiovisual systems as they were originally installed and configured by BIS Digital. Any client-initiated modifications may void these warranties and may incur additional charges for repair or maintenance.

### **Dispute Resolution**

In the event of disputes arising from client-initiated modifications and their impact on the audiovisual systems, BIS Digital is open to engaging in a constructive dialogue to find mutually acceptable solutions. However, the ultimate responsibility for such modifications rests with the client.

### **Acknowledgment**

By continuing to use or make changes to the audiovisual systems installed by BIS Digital, clients acknowledge their understanding and acceptance of this disclaimer.

### **Contact Information**

For any questions, concerns, or inquiries related to this Disclaimer, please contact BIS Digital through our official channels.

Please note that this disclaimer is a fundamental aspect of our service agreements. BIS Digital is committed to delivering exceptional AV solutions and ensuring the longevity and functionality of our installations. We appreciate your cooperation in preserving the integrity of our work.



## Client Site Preparation Checklist

As part of delivering a seamless experience, there are a few things clients can do ahead of time that greatly impact the speed and efficacy of an on-site or remote installation. In either instance, BIS Digital highly recommends reviewing the client checklist provided below and completing all applicable items within the timeframes listed should you choose us as your technology partner. If you have any questions about the items on this list, please don't hesitate to contact your account manager or call us directly at (800) 834-7674.

### At least 30 Days Prior to Installation Date:

- ☐ Identify the location where the AV equipment will be installed and ensure that it meets the necessary specifications, including proper power and electrical outlets, HVAC, lighting, and structural support.
- ☐ Provide BIS Digital with a comprehensive list of all existing AV equipment and systems that will be integrated with the new equipment, including make and model numbers.
- ☐ Ensure that all necessary software and firmware updates have been performed on existing equipment.
- ☐ Ensure that all required permits and licenses have been obtained, including those related to construction or renovation work as applicable.
- ☐ Ensure that any necessary network infrastructure is in place, including existing routers, switches, and firewalls.
- ☐ Provide BIS Digital with any applicable IP addresses to ensure that the AV equipment is properly configured to integrate with the network.
- ☐ Ensure that the appropriate personnel are present during the installation, including facilities personnel, IT personnel, and any other key stakeholders.
- ☐ Establish a clear communication plan with BIS Digital to ensure that any issues or concerns that arise on-site are promptly addressed.
- ☐ Coordinate with BIS Digital to schedule any necessary training sessions for end-users to ensure that they are familiar with the AV equipment and its functionality.

### If Archiving Recordings to a Network Path:

- ☐ Create a dedicated folder on the network for recording files.
- ☐ Ensure the Universal Naming Convention (UNC) path is available for that folder.
- ☐ Ensure each recording PC will have network access to this path.
- ☐ Ensure user logging into a recording computer will have read/write access to this path.

### Day Before Installation:

- ☐ Provide BIS Digital with any necessary access codes or keys to the installation site.
- ☐ Ensure any pre-shipped equipment is accounted for and accessible to the technicians on site.
- ☐ Ensure any existing computers will be in proper working order, free of viruses, have Internet access, and be in the place where they will be used.
- ☐ Provide BIS Digital with any necessary user credentials and network access information to ensure that the AV equipment is properly integrated with the network. If this cannot be provided, please ensure someone with administrator rights will be available during the installation.

### Note on Recording Storage:

The DCR recording software can write files to multiple locations simultaneously. BIS Digital will create a C:\DCR Recordings folder on the local recording computer as the primary storage method. A mirror copy can be written to a network, external HD, flash drive, SD card, or CD/DVD. Mirroring to a network location is the preferred method. When mirroring to a network path, any user that intends to record audio/video will also need read/write/modify access to this network path so that the files can mirror successfully. When considering storage methods, BIS Digital recommends revisiting state or local government requirements for long-term storage.

### If Archiving Recordings to a CD/DVD:

- ☐ Ensure any existing CD/DVD burners meet BIS Digital specifications, function properly, and be installed at each recording computer.
- ☐ Ensure any applicable CD/DVD writing software is installed unless purchasing from BIS Digital.
- ☐ Provide a sample of writable media for testing/training and going live with the system. CD-R and DVD +R are the supported disk types.





## Standard Training Disclaimer

The scope of training provided by BIS Digital is limited to the standard operation and maintenance of the equipment as outlined in this scope of work and in accordance with the manufacturer's requirements. Training is intended to equip end-users with the knowledge necessary to independently and effectively operate the integrated audiovisual systems.

Our training sessions are conducted by an installing technician who is most knowledgeable about the specific system, especially in cases where adjustments or modifications have been made due to unforeseen conditions on-site. This ensures that users receive tailored, accurate, and up-to-date information regarding their AV system.

The estimated total hours of training, as listed in the table below, are calculated under the assumption that each user will be trained individually. This approach is adopted because BIS Digital recognizes that end-user availability for training may vary significantly. However, we can accommodate group training sessions for efficiency. Please note that group sizes are generally limited to no more than five (5) people to ensure the quality and effectiveness of the training.

Please be aware that our training sessions are standardized and may not accommodate specific learning disabilities or impairments. Our technicians are not certified trainers and are unable to provide specialized training for such cases. If any subset of client users requires special accommodations due to learning disabilities or impairments, we strongly encourage a "train-the-trainer" approach with the client. This means that the client should designate an individual or individuals within their organization to receive the standard training and then provide tailored training or support to those with specific needs.

While every effort is made to provide comprehensive training, BIS Digital shall not be held liable for any errors, omissions, or issues arising from the use of the integrated audiovisual system following training. Users are encouraged to seek additional support or clarification if necessary.

By proceeding with training services provided by BIS Digital, you acknowledge that you have read and understood this disclaimer, and you agree to abide by the terms and conditions stated herein. If you have any questions or concerns regarding our training services or this disclaimer, please do not hesitate to contact us.

	Estimated Hours	Number of Users
DCR		
DCR-VC		
DCR Player		3
Web Access / Network Monitor		3
Room Control	4.50	
Evidence Presentation	4.50	
Other (see notes)		
<b>Total</b>	<b>9</b>	

**Estimated Number of 8 Hour Training Days in Addition to Installation (as Facilitated by 1 Technician):**  
0.38



## **Optimal Specifications for BIS Digital Recording PC Systems (v8.5)**

### **PC Requirements:**

#### **2/4 Channel Audio Only**

- 8GB RAM (For Windows 7-11 @ 64-bit)
- 256 GB Hard Drive / 8 MB Cache / 7200 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- Microsoft Windows 7-11 Professional

#### **4/8 Channel Audio w/ 4 Video Channel Max**

- 8GB RAM (For Windows 7-11 @ 64-bit)
- 1TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional

#### **8/16 Channel Audio w/ 8 Video Channels**

- 16GB RAM (For Windows 7-11 @ 64-bit)
- 2TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i7 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional





## Audio Sources

	Location	Status	Placement	Type	Make/Model	DCR Channel	Function
A1	Clerk	Use.1 Client- Provided	Other (see notes)	Hand-held (Wireless)		N/A	Use in VTC



**Speakers:**

	Location	Status	Type	Zone	Make/Model
S1	Gallery	Use 12 Client-Provided	In-ceiling Speaker	2	



## Video Sources

	Location	Status	Placement	Type	Make/Model	Shot	Dist. to Target	Target	DCR Channel	Function
V1	Clerk	Provide 1 New	Desk-sitting	HDMI Video Feed	Cynap Pure Pro				N/A	N/A
V2	Clerk	Use 1 Client-Provided	Rack-mounted	HDMI Video Feed	Cable TV Box				N/A	N/A
V3	Clerk	Use 1 Client-Provided	Other (see notes)	HDMI Video Feed	Clerk PC				N/A	N/A

# 

## Displays

	Location	Status	Placement	Size	Type	Make/Model	Include Audio?	A/V Room Controls?	Annotation Control?
D1	Wall C	Provide 4 New	Wall-mounted (tilt)	50"	Display		No	Yes	No

## Room Control Panels

	RC1	RC2	RC3	RC4	RC5
Speakers (Volume/Power)	✓				
BYOD Pairing (On/Off)	✓				
Microphones (Levels/Mute)	✓				
Source Select	✓				



## Equipment

	Location	Status	Make / Model	Ports Available
Amplifier	Rack	Use 1 Client-Provided		
Assisted Listening System	Rack	Use 1 Client-Provided		
Desktop/Laptop	Clerk	Use 1 Client-Provided		
DSP/Mixer	Rack	Provide 1 New		
NAS Drive				
Network Switch	Rack	Provide 1 New		
Power Conditioner	Rack	Use 1 Client-Provided		
Presentation System	Clerk	Provide 1 New		
Video Distribution Amplifier				
Video Input Switcher				
Other (see notes)				

## Rack(s)

	Location	Status	Type	Access	Conduit	Units Available
Rack 1	Clerk	Use 1 Client-Provided	Enclosed	Direct (in-room)	Existing	16U



## Infrastructure

### On-site lockable storage?

Yes – BIS Digital will use on-site lockable storage.

### Loading dock?

Yes – BIS Digital will use an on-site loading dock.

### Known asbestos?

Unknown – Client is not aware of any asbestos at time of scope, but knows that remediation will be necessary if discovered.

### Conduit available?

Yes – Conduit can be accessed and approved for use by the building facilities.

### Access above ceiling?

N/A – Ceiling access is not needed.

### Any ceiling height on-site greater than 12 feet?

No – Ceiling heights at all locations are below 12 feet.

### Cables ran in-wall?

Yes – Existing infrastructure will support running cables in-wall.

### Cables ran on floor with coverings?

No – Existing infrastructure will not support running cables on the floor or client does not approve the use of coverings to facilitate cable runs.

### Equipment mounted on walls, ceilings, or floors as needed?

N/A – Equipment will not be mounted for this scope.

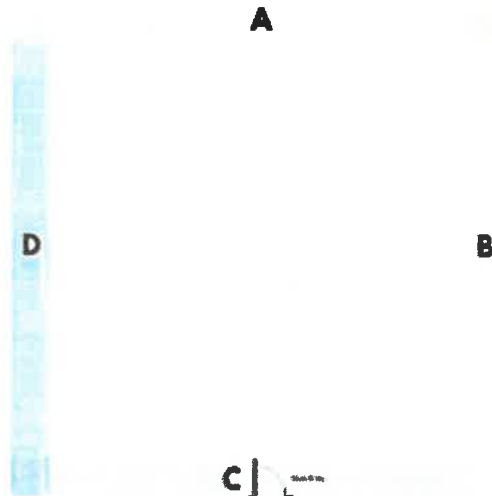
### At time of walk, client confirmed that installation structures will support installed equipment as applicable?

Yes – Client confirmed structure WILL support installed devices.

### At time of walk, client confirmed relocating rack or equipment may require new cable runs for existing equipment as applicable?

Yes – Client confirmed possible relocation constraints.

### Room Diagram:







## Commission Meeting

January 16, 2024

Affidavit

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A