COMMISSION MEETING AGENDA
Commission Chamber
Tuesday, April 02, 2024
2:00 PM

INVOCATION

Reverend Eugene Beverly, Pastor, Antioch Baptist Church

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

CONSENT AGENDA

(Items 1-13)

PUBLIC SERVICES

1. Motion to **approve A.N. 24-7 – Existing Location: Nader Khatib** requesting to add liquor to their existing Beer and Wine consumption on premises alcohol license for Laziza Mediterranean Grill located at 901 Broad Street, District 1, Super District 9. **(Approved by Public Services Committee March 26, 2024)**
2. Motion to **approve A.N. 24-8 - New Location: Rogelio E. Chavez** requesting **Consumption on Premises for Liquor, Beer and Wine with Sunday Sales** for El Paso Tacos & Tequila located at 1167 Broad Street. District 1, Super District 9 **(Approved by Public Services Committee March 26, 2024)**
3. Motion to **approve A.N. 24-9 - New Location: Erika Rodrigues** requesting **Consumption on Premises for Liquor, Beer, and Wine, with Dance** for Vivo Latin Lounge, LLC located at 3110B Washington Road. **District 7,** Super District 10 **(Approved by Public Services Committee March 26, 2024)**
4. Motion to **approve A.N. 24-10 - New Ownership (Existing Location): Maheshkumar Patel** requesting **Retail Package Beer, and Wine** for A1 Stop Convenience Store located at 2382 Barton Chapel Road. District 5, Super District 9 **(Approved by Public Services Committee March 26, 2024)**
5. Motion to **approve A.N. 24-11 - New Location: Teodosio Estrada** requesting **Consumption on Premises for Liquor, Beer and Wine with Sunday Sales** for Mi Rancho Mexican Restaurant located at 3626 Walton Way. District 3, Super District 10 **(Approved by Public Services Committee March 26, 2024)**
6. Motion to **approve A.N. 24-12 - New Ownership (Existing Location): Deep Patel** requesting **Retail Package Beer, and Wine** for Gas World 21 located at 2320 Peach Orchard Road. District 2, Super District 9 **(Approved by Public Services Committee March 26, 2024)**

ADMINISTRATIVE SERVICES

7. Motion to **approve** Design Concept Plan for Newman Tennis Center – Phase I, and continue with the Preliminary and Final Design Process. Concept Plans created by Project Manager – ISM. (Referred from March 12 Administrative Services Committee) (**(Approved by Administrative Services Committee March 26, 2024)**

8. Motion to approve request to enter Agreement with Augusta, GA (c/o HCD) and Community Foundation of the CSRA (CFCSRA). (b) To accept grant funds from CFCSRA. (c.) To instruct the Finance Dept. to add available funding to HCD's budget for immediate use and implementation (upon receipt and Finance grant application completion). **(Approved by Administrative Services Committee March 26, 2024)**

ENGINEERING SERVICES

9. Motion to **approve** dedication of Water and Sanitary Sewer for Laurel Park, Phase II. **(Approved by Engineering Services Committee March 26, 2024)**

10. Motion to **approve** Dedication of Water and Sanitary Sewer from Gun Club Investors commercial subdivision and Dedication of Sanitary Sewer from Rush Trucking. **(Approved by Administrative Services Committee March 26, 2024)**

FINANCE

11. Motion to **approve** renewal of Augusta POL/EPL Insurance with Premium Quote for 2024 – 2025 POL/EPL coverage with MarshMcLennan Agency, current broker, through insurance carrier RSUI for a premium of $70,760. **(Approved by Finance Committee March 26, 2024)**

PUBLIC SAFETY

12. Motion to **approve** the acceptance of a $100,000 VOCA Grant from the Criminal Justice Coordinating Council. **(Approved by Public Safety Committee March 26, 2024)**

PETITIONS AND COMMUNICATIONS

13. Motion to **approve** the minutes of the regular meeting of the Commission held Tuesday, March 19, 2024 and the Special Called Meeting held Tuesday March 25, 2024.

*******END CONSENT AGENDA*******

AUGUSTA COMMISSION

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 14-22)

PUBLIC SERVICES

14. Consider actions against the business and/or alcohol license of Smart Grocery and Ziden Grocery, LLC (Stop N' Go) including probation, up to termination. **(Requested by Commissioner Bobby Williams deferred from the March 19, 2024 Commission Meeting)**

15. Motion to **rescind** the 6 months probation for club Climax AKA Club Rain 1855 Gordon Hwy for failure to comply with ARC alcohol ordinance. **(Requested by Commissioner Stacy Pulliam deferred from the March 19, 2024 Commission Meeting)**

16. Discuss the Augusta Aviation Commission responsibilities and duties, as detailed in the Augusta Code.. **(Requested by the Administrator's Office)**

ADMINISTRATIVE SERVICES

17. Motion to **approve t**he creation of an "Augusta Georgia Initiative for Community Housing (GICH) Taskforce" and give authority to the Office of Administration/HCD to use identified budget funding ($30,000 max @ $15,000/office department) to support the initiative on behalf of Augusta, Georgia. **(Requested by the Administrator's Office)**

18. Request work session with the Augusta Land Bank Authority to discuss their duties, responsibilities and benefits of having a Land Bank Authority. **(Requested by Commissioner Stacy Pulliam)**

FINANCE

19. Discuss processes and procedures of expenditure reports by the department heads and who approves the reports. **(Requested by Commissioner Sean Frantom) (No recommendation from Finance Committee March 26, 2024)**

20. **Update** on the Operational Audit. (**Requested by Commissioner Catherine McKnight)**

21. Motion to **complete** an audit in 90 days on the Parks & Rec Dept. for 2021-2023 in the following areas: **(Requested by Commissioner Sean Frantom)**

    -Lake Olmstead detail expenditures and ledger codes

    -All Community Centers list of user groups and the dollar amount taken in with each group

    -River Walk Expenditures from all areas including the additional $150,000 for Eight Street Bulkhead

    -All Vendor Expenditures and the jobs they performed including consultants, lawn services, etc.

    -All park expenditures broken down by the park with the ledger codes (including Fleming Park)

    -All Hotel stays with locations by all employees in the department

    -Candle Light Jazz money totals for each date and how is the money was collected and used

    -IT department review of any deleted files for the department that are personnel or financial

    -Review all contracts of $25,000 or less for department head signature on the document

    Plus, bring back recommendations of what we can make automated vs. paper (Ex. green notebook situation).

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Commission Meeting

April 2, 2024

Alcohol License

Department:	Planning and Development
Presenter:	Brian Kepner, Deputy Director, Planning & Licensing Divisions
Caption:	Motion to **approve A.N. 24-7 – Existing Location: Nader Khatib** requesting to add liquor to their existing Beer and Wine consumption on premises alcohol license for Laziza Mediterranean Grill located at 901 Broad Street, District 1, Super District 9. **(Approved by Public Services Committee March 26, 2024)**
Background:	Existing Location - Add Liquor to exiting alcohol license, Laziza Restaurant, LLC (Laziza Mediterranean Grill)
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of $3,115.00
Alternatives:	N/A
Recommendation:	Planning and Development recommends approval of the application subject to additional information not contradicting the applicant's statements. Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number LCB2019000064 Year _____ Alcohol Account Number _____

1. Name of Business Laziza Mediterranean Grill
2. Business Address 910 Broad St.
3. City Augusta State GA Zip 30901
4. Business Phone (706) 814-7710 Home Phone ( ) _____
5. Applicant Name and Address: Nader Khatib
   3590 Pebble Beach Dr
   Martinez GA 30907
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:

8. Business Location: Map & Parcel TMP 037-3-088-00-0 Zoning _____
9. Location Manager(s) Joshua Overton

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
    (✓) Yes( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 2/21/2019
12. Mailing Address:
    Name of Business Laziza Restaurant, LLC
    Attention Nader Khatib
    Address 901 Broad St
    City/State/Zip Augusta, GA 30901
13. Ownership Type: (✓) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Laziza Restaurant LLC
    List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Nader Khatib	partner		3590 Pebble Beach Dr	50%
Elizabeth Khatib	partner		3590 Pebble Beach Dr	50%

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	✓	✓	✓		
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: yes
    If so, give year of application and its disposition: 2018 / approved

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (✓) Yes ( ) No If so, please initial _____

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 (✓) No
If yes, give full details: _____

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

21. List owner or owners of building and property.
901-903 Broad St, LLC

22. List the name and other required information for each person, firm or corporation having any interest in the business.

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Nader Khatib
Do solemnly sear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Applicant Signature

25. I hereby certify that Nader Khatib 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 2nd day of January, in the year 2024.

WILLIAM KANE THRIFT
NOTARY PUBLIC
Richmond County
State of Georgia
My Comm. Expires Oct. 17, 2027

Notary Public

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator _____ Date _____

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 24-7

Application Type: Adding Liquor to existing consumption on premises Beer and Wine License - Existing Location

Business Name: Laziza Mediterranean Grill

Hearing Date: March 26, 2024

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

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Applicant: Khatib Nader

Property Owner: 901-903 Broad Street, LLC

Address of Property: 901Broad Street

Tax Parcel #: 037-3-088-00-0

Commission Districts: District 1, Super District 9

ANALYSIS:
Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of $3,115.00

RECOMMENDATION:

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

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

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

Commission Meeting

April 2, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	Motion to **approve A.N. 24-8 - New Location: Rogelio E. Chavez** requesting **Consumption on Premises for Liquor, Beer and Wine with Sunday Sales** for El Paso Tacos & Tequila located at 1167 Broad Street. District 1, Super District 9 **(Approved by Public Services Committee March 26, 2024)**
Background:	New Location – El Paso Tacos & Tequila of Augusta, LLC (El Paso Tacos & Tequila)
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of $5,610.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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 El Paso Tacos + Tequila of Augusta LLC
2. Business Address 1167 Broad St
3. City Augusta State GA Zip 30901
4. Business Phone (850) 737-0771 Home Phone (____) _____
5. Applicant Name and Address: Rogelio Ezequiel Chavez
   110 N Ashley St
   Valdosta, GA 31601
6. Applicant Social Security # _____ D.O.B.
7. If Application is a transfer, list previous Applicant:

   None
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
    (X) Yes( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 12-13-2023
12. Mailing Address:
    Name of Business El Paso Tacos & Tequila
    Attention
    Address 1167 Broad St
    City/State/Zip Augusta GA 30901
13. Ownership Type: ( ) Corporation (✓) Partnership ( ) Individual
14. Corporate Name: El Paso Tacos & Tequila of Augusta LLC
    List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Rogelio Chavez	Partner		16502 Marble Creek Falls Ct Spring TX	50%
Rogelio E Chavez	Partner		110 N Ashley St Valdosta GA	50%

15. What type of business will you operate in this location?
    (X) 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	X	X	X		X
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: _____
    If so, give year of application and its disposition: _____

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial REC

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.
River Place Holdings LLP
Ole Hoss Company LLC

22. List the name and other required information for each person, firm or corporation having any interest in the business. Rogelio E Chavez

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

_____
Applicant Signature

25. I hereby certify that Rogelio Chavez 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 4th day of January, in the year 2024.

_____
Notary Public

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

_____ _____
Administrator Date

ANNABELL McKENDREE
MY COMMISSION EXPIRES October 9, 2027
WALTON COUNTY, GEORGIA
NOTARY PUBLIC

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 24-8

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

Business Name: El Paso Tacos & Tequlia

Hearing Date: March 26, 2024

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

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Applicant: Rogelio E. Chavez

Property Owner: Riverplace Holdings PTP, LLC, Ole Hoss Co., LLC, and James W. Wimberly, Jr.

Address of Property: 1167 Broad Street

Tax Parcel #: 036-4-148-00-0

Commission Districts: District 1, Super District 9

ANALYSIS:
Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of $ 5,610.00

RECOMMENDATION:

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

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

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

Commission Meeting

April 2, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	Motion to **approve A.N. 24-9 - New Location: Erika Rodrigues** requesting **Consumption on Premises for Liquor, Beer, and Wine, with Dance** for Vivo Latin Lounge, LLC located at 3110B Washington Road. **District 7,** Super District 10 **(Approved by Public Services Committee March 26, 2024)**
Background:	New Location – Vino Latin Lounge, LLC (Vino Latin Lounge)
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of $4,600.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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 Vivo Latin Lounge, LLC
2. Business Address 3110 B Washington Rd
3. City Augusta State GA Zip 30907
4. Business Phone (706) 267-0042 Home Phone ( )
5. Applicant Name and Address: Erika Rodriguez
   468 Belglade Rd
   Grovetown, GA 30813
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) Erika Rodriguez
   _____
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 Vivo Latin Lounge, LLC
    Attention Erika Rodriguez
    Address 468 Belglade Rd
    City/State/Zip Grovetown, GA 30813
13. Ownership Type: (X) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Vivo Latin Lounge, LLC
    List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Erika Rodriguez	Owner		468 Belglade Rd Grovetown	100%
			GA, 30813	

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	X	X	X	X	No
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: NO
    If so, give year of application and its disposition: _____

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial ER

JENNIFER AUSTIN NOTARY PUBLIC RICHMOND COUNTY, GA EXP. JULY 31, 2026

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.
Vera & Doug Froham

22. List the name and other required information for each person, firm or corporation having any interest in the business. N/A

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church 2,355' C) School 2,875'/ 4,310'
B) Library 24,670' D) Public Recreation 4,150'

24. State of Georgia, Augusta-Richmond County, I, Erika Rodriguez
Do solemnly sear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Applicant Signature

25. I hereby certify that Erika Rodriguez 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 6th day of February, in the year 2024.

Notary Public

JENNIFER AUSTIN NOTARY PUBLIC EXP. JULY 31, 2026 RICHMOND COUNTY, GA

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator Date

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 24-9

Application Type: Consumption on Premises Liquor, Beer, and Wine, with Dance - New Location

Business Name: Vivo Latin Lounge

Hearing Date: March 26, 2024

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

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Applicant: Erika Rodrigues

Property Owner: Douglas E. Frohman and Vera R. Frohman

Address of Property: 3110B Washington Road

Tax Parcel #: 011-0-277-00-0

Commission Districts: District 7, Super District 10

ANALYSIS:
Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of $4,600.00

RECOMMENDATION:

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

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

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

Commission Meeting

April 2, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing
Caption:	Motion to **approve A.N. 24-10 - New Ownership (Existing Location): Maheshkumar Patel** requesting **Retail Package Beer, and Wine** for A1 Stop Convenience Store located at 2382 Barton Chapel Road. District 5, Super District 9 **(Approved by Public Services Committee March 26, 2024)**
Background:	New Ownership of Existing Location – A1 Stop Convenience Store
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of $1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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 Meldi 23 Corporation
2. Business Address 2382 Barton Chapel Rd.
3. City Augusta State GA Zip 30906
4. Business Phone (470) 365-6862 Home Phone ( ) _____
5. Applicant Name and Address: Maheshkumar Patel
3856 Barkley Village Trl,
Suwanee, GA 30024.
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) _____

_____

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(✓) Yes( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 12/12/2023.
12. Mailing Address:
Name of Business Meldi 23 Corporation.
Attention
Address 2382 Barton Chapel Rd
City/State/Zip Augusta, GA 30906.
13. Ownership Type: (✓) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Maheshkumar Patel	President		3856 BARKLEY VILL. TRL SUWANEE GA-30024	100%

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					
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (✓) Yes ( ) No If so, please initial MP

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 (✓) No
If yes, give full details: _____

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

21. List owner or owners of building and property.

PRADIP KUMAR

22. List the name and other required information for each person, firm or corporation having any interest in the business.

MAHESHKUMAR PATEL

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

Applicant Signature

25. I hereby certify that Maheshkumar Patel is personally known to be, That he 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 January, in the year 2024.

Notary Public

NOTARY PUBLIC COLUMBIA COUNTY, GA MY COMMISSION EXPIRES MARCH 22, 2021

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator _____ Date _____

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 24-10

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

Business Name: A1 Stop Convenience Store

Hearing Date: March 26, 2024

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

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Applicant: Maheshkumar Patel

Property Owner: Reliance Investment Group, LLC

Address of Property: 2328 Barton Chapel Road

Tax Parcel #: 083-0-037-02-0

Commission Districts: District 5, Super District 9

ANALYSIS:
Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of $1,330.00

RECOMMENDATION:

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

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

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

Commission Meeting

April 2, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	Motion to **approve A.N. 24-11 - New Location: Teodosio Estrada** requesting **Consumption on Premises for Liquor, Beer and Wine with Sunday Sales** for Mi Rancho Mexican Restaurant located at 3626 Walton Way. District 3, Super District 10 **(Approved by Public Services Committee March 26, 2024)**
Background:	New Location – Mi Rancho 2, Inc. (Mi Rancho Mexican Restaurant)
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of $5,610.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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 Mi Rancho 2, Inc
2. Business Address 3626 Walton Way Extention Suite 600
3. City Augusta State GA Zip 30909
4. Business Phone (706) 855 6817 Home Phone ( )
5. Applicant Name and Address: Teodosio Estrada
   206B West Drive
   North Auguste SC 29841
6. Applicant Social Security # _____ D.O.B.
7. If Application is a transfer, list previous Applicant:

8. Business Location: Map & Parcel 023-0-182-00-0 Zoning Commercial
9. Location Manager(s) Sergio Sanchez

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
    (✓) Yes( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 10-28-2004
12. Mailing Address:
    Name of Business Mi Rancho 2, Inc.
    Attention Teodosio Estrada
    Address 206B West Drive
    City/State/Zip North Augusta, SC 29841
13. Ownership Type: (✓) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Mi Rancho 2, Inc.
    List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Teodosio Estrada	Pres.		206B West Dr	100%
			North Augusta, SC 29841	

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	X	X	X		X
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: Yes
    If so, give year of application and its disposition: 2022, License# LCB20080037580

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (✓) Yes ( ) No If so, please initial

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 (✓) No
If yes, give full details: _____

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

21. List owner or owners of building and property.
Walton Augusta Partners, L.P.

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, Teodosio Estrada
Do solemnly sear, 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.

Teodosio Estrada
Applicant Signature

25. I hereby certify that Teodosio Estrada is personally known to be. That he/she signed his/her name to the forgoing allocation stating to me that he/she knows 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 24th day of January, in the year 2024.

Melissa Reyes
Notary Public

MELISSA REYES
COMMISSION EXPIRES
NOTARY
PUBLIC
AUGUST 22, 2027
COLUMBIA COUNTY, GEORGIA

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator _____ Date _____

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 24-11

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

Business Name: Mi Rancho Mexican Restaurant

Hearing Date: March 26, 2024

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

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Applicant: Teodosio Estrada

Property Owner: Walto Augusta Partners, LP

Address of Property: 3626 Walton Way Extension

Tax Parcel #: 023-0-182-00-0

Commission Districts: District 3, Super District 10

ANALYSIS:
Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of $ 5,610.00

RECOMMENDATION:

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

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

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

Commission Meeting

April 2, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	Motion to **approve A.N. 24-12 - New Ownership (Existing Location): Deep Patel** requesting **Retail Package Beer, and Wine** for Gas World 21 located at 2320 Peach Orchard Road. District 2, Super District 9 **(Approved by Public Services Committee March 26, 2024)**
Background:	New Ownership of Existing Location - Gas World 21
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of $1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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 Gas World 21
2. Business Address 2320 Peach Orchard Rd
3. City Augusta State GA Zip 30906
4. Business Phone (912) 425-1277 Home Phone (____) _____
5. Applicant Name and Address: Deep Patel
   6416 Emerald Xing,
   Evans, GA 30809
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) Deep Patel
   _____
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
    (✓) Yes ( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
    Name of Business Gas World 21
    Attention Deep Patel
    Address 6416 Emerald Xing
    City/State/Zip Evans, GA 30809
13. Ownership Type: (✓) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Laxmi 21 LLC
    List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Deep Patel	Owner		6416 Emerald Xing, Evans, GA	100%

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					
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: Yes
    If so, give year of application and its disposition: 2022, Laxmi 15, Still Active

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (✓) Yes ( ) No If so, please initial D.P.

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 (✓) No
If yes, give full details: _____

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. (✓) Yes ( ) No
If yes, give reason charged or held, date and place where charged and its disposition.
Columbia County, 05/22. Disorderly Conduct, dismissed.

21. List owner or owners of building and property.
Laxmi 21 LLC

22. List the name and other required information for each person, firm or corporation having any interest in the business.

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Deep Patel
Do solemnly sear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Applicant Signature

25. I hereby certify that Deep Patel 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 2 day of January, in the year 2024.

Brandi A. Kelly
Notary Public

BRANDI A. KELLY NOTARY PUBLIC COLUMBIA COUNTY GEORGIA MY COMMISSION EXPIRES FEBRUARY 18 2025

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator _____ Date _____

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 24-12

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

Business Name: Gas World 21

Hearing Date: March 26, 2024

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

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Applicant: Deep Patel

Property Owner: Byung Hui Kwon

Address of Property: 2320 Peach Orchard Road

Tax Parcel #: 087-3-056-01-0

Commission Districts: District 2, Super District 9

ANALYSIS:
Location Restrictions:

- **Zoning:** Neighborhood Business, B-1
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of $1,330.00

RECOMMENDATION:

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

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

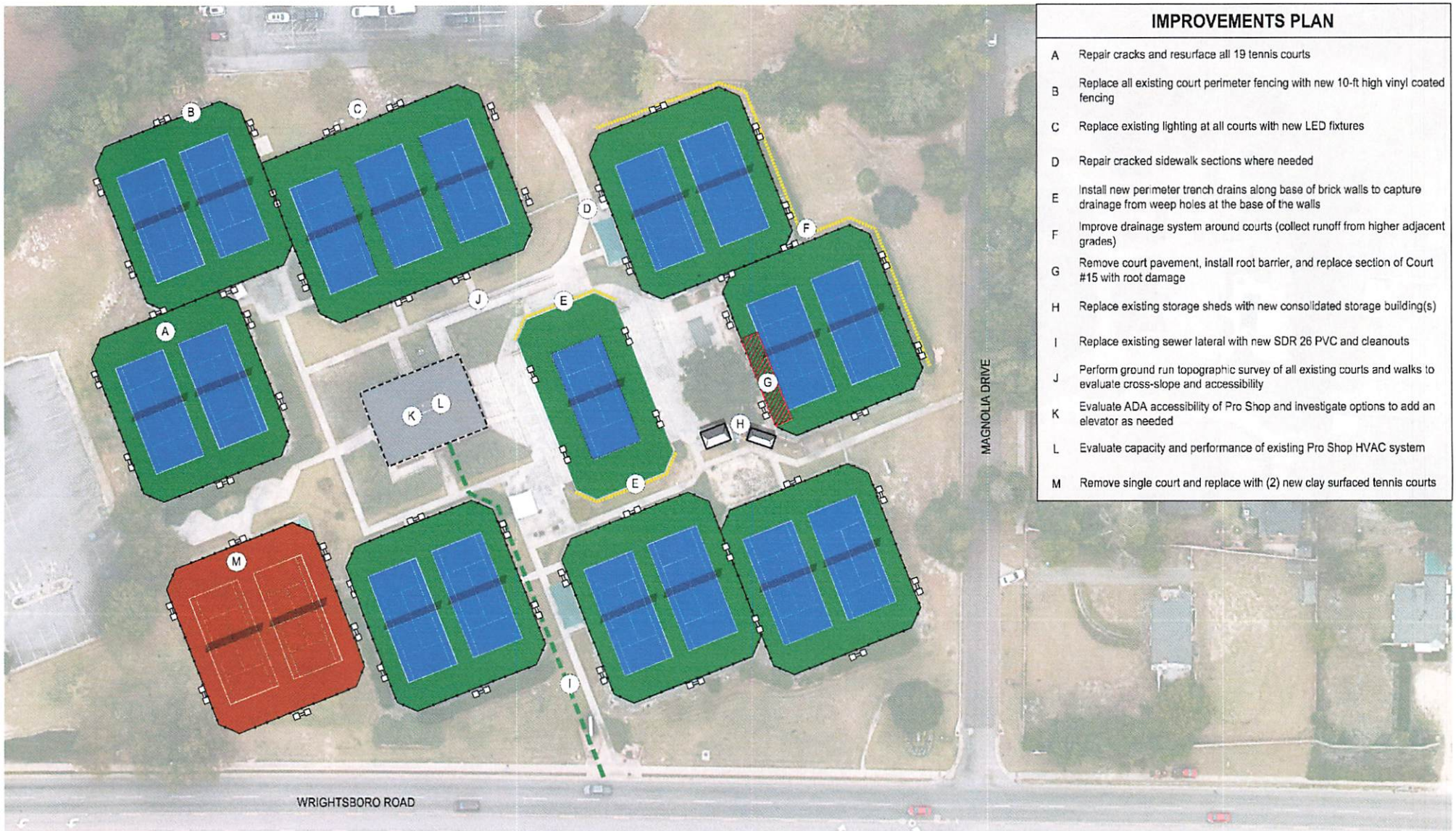
NOTE: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance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

Commission Meeting

April 2, 2024

AO Approve Design Concept Plan for Newman Tennis Center

Department:	Parks and Recreation Department
Presenter:	Ron Lampkin
Caption:	Motion to **approve** Design Concept Plan for Newman Tennis Center – Phase I, and continue with the Preliminary and Final Design Process. Concept Plans created by Project Manager – ISM. (Referred from March 12 Administrative Services Committee) (**(Approved by Administrative Services Committee March 26, 2024)**
Background:	Newman Tennis Center is an approved SPLOST 8 Improvements Project. Phase I of this project will consist of repairing and resurfacing eighteen (18) existing tennis courts, replacing all perimeter fencing with new 10-feet high vinyl coasted fencing, repair sidewalks, replace lighting with LED fixtures, improve sanitary sewer lateral(s), improve court cross-slopes, further evaluate ADA accessibility of Pro Shop and investigate options to add an elevator, and evaluate capacity and performance of existing Pro Shop HVAC system.
Analysis:	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Newman Tennis Center was a part of that list. Construction is scheduled to commence the fourth quarter of 2024, if the concept plan is approved. The timeline for construction is 6 to 9 months.
Financial Impact:	Adequate funds have been budgeted and available through SPLOST 8 for design and construction.
Alternatives:	Do not approve the Design Concept Plan for Newman Tennis Center, and risk delaying proposed construction schedule for 2024-2025.
Recommendation:	Approve Design Concept Plan for Newman Tennis Center – Phase I, and continue with the preliminary and final design process.
Funds are available in the following accounts:	SPLOST 8
REVIEWED AND APPROVED BY:	N/A



IMPROVEMENTS PLAN

A	Repair cracks and resurface all 19 tennis courts
B	Replace all existing court perimeter fencing with new 10-ft high vinyl coated fencing
C	Replace existing lighting at all courts with new LED fixtures
D	Repair cracked sidewalk sections where needed
E	Install new perimeter trench drains along base of brick walls to capture drainage from weep holes at the base of the walls
F	Improve drainage system around courts (collect runoff from higher adjacent grades)
G	Remove court pavement, install root barrier, and replace section of Court #15 with root damage
H	Replace existing storage sheds with new consolidated storage building(s)
I	Replace existing sewer lateral with new SDR 26 PVC and cleanouts
J	Perform ground run topographic survey of all existing courts and walks to evaluate cross-slope and accessibility
K	Evaluate ADA accessibility of Pro Shop and investigate options to add an elevator as needed
L	Evaluate capacity and performance of existing Pro Shop HVAC system
M	Remove single court and replace with (2) new clay surfaced tennis courts

CHA

Augusta Parks and Recreation

Newman Tennis Center- Proposed Improvements

Augusta, GA

January 2024

0 30' 60' 120'

Commission Meeting

April 2, 2024

HCD_ Community Foundation of the CSRA Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption:

(a) Motion to approve request to enter Agreement with Augusta, GA (c/o HCD) and Community Foundation of the CSRA (CFCSRA). (b) To accept grant funds from CFCSRA. (c.) To instruct the Finance Dept. to add available funding to HCD's budget for immediate use and implementation (upon receipt and Finance grant application completion). **(Approved by Administrative Services Committee March 26, 2024)**

(b)

Background:

In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.

The Community Foundation for the CSRA runs deep in Augusta and its surrounding communities. For more than 25 years, they have faithfully connected the philanthropic spirit of our community members with nonprofits and community initiatives throughout Richmond, Columbia, McDuffie and Burke counties in Georgia and Aiken and Edgefield counties in South Carolina.

The greater initiative is designed to facilitate neighborhood redevelopment to include development of Grocer / Market/ Wellness Center and Upgrades- to facilities providing foodservices and sustenance to improve the quality of life within the Laney Walker and Bethlehem communities; in partnership CFCSRA. Augusta, GA has concluded that it is beneficial to receive grant funding for the purpose of redevelopment within Laney Walker Bethlehem.

Analysis: The approval of the grant agreement will further provide leverage funding Laney Walker Bethlehem Revitalization activity.

Financial Impact: HCD to receive grant funds $500,000.00 From Community Foundation of the CFCSRA which funding was originally intended for Augusta, GA and on effort to continue and revitalization.

Alternatives: Deny

Recommendation:

(a) Motion to approve request to enter Agreement with Augusta, GA (c/o HCD) and Community Foundation of the CSRA (CFCSRA). (b) To accept grant funds from CFCSRA. (c.) To instruct the Finance Dept to add available funding to HCD's budget for immediate use and implementation (upon receipt and Finance grant application completion)

Funds are available in the following accounts: Funding: Laney Walker/Bethlehem Revitalization funding
GL Code: 220000000/3361131

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

Housing & Community Development Department
Hawthorne E. Welcher, Jr.
Director
Shauntia Lewis
Deputy Director

Grant Agreement
BETWEEN
Housing and Community Development Department
AND
Community Foundation of the CSRA
FOR
"Laney Walker Bethlehem Enhancements"

Grant Term, is made and entered into as of the ____ day of _____, 2024 ("the effective date") by and between Augusta, Georgia through the Housing and Community Development Department (hereafter referred to as "HCD") with principal offices located at 510 Fenwick street, Augusta, GA 30901, as party of the first part, hereinafter called "Augusta, GA" and Community Foundation of the CSRA as party in the second part. The grant funds are available for the period beginning on the date Recipient signs this agreement (the "Start Date") until January 31, 2025 (the "Grant Term"). Any proposed modifications by the Recipient regarding use of grant funds during the Grant Term must be submitted to the Foundation in writing and approved in writing by the Foundation.

Payments, Milestones and Reporting. Foundation will make disbursements of grant funds to Recipient or for Recipient's benefit to be used solely for the Charitable Purpose. Recipient will provide HCD with documentation in the form of a short fiscal report and description of the work executed by March 1, 2025, with sufficient details allowing the monitoring of Grant Funds to assess whether they have been properly applied and to assure accountability.
Foundation may authorize changes to the payment and reporting schedules from time to time where appropriate and will notify Recipient of any change in writing.

Foundation may report on the grant and its outcomes in communications to its board, in its annual report, in grant performance evaluation reports and presentations produced for learning and teaching purposes and/or in Foundation communications with the public, including, but not limited to, other foundations, the philanthropic community, and Foundation's donors and supporters.

Obligations to Community Foundation of the CSRA: Recipient understands that this grant has been distributed from the CFCSRA. Recipient agrees to comply with the following obligations that may be received directly by Grantee from the CFCSRA throughout the course of this Grant Agreement:

Reporting: Grantee shall comply with reasonable reporting requests from the CFCSRA regarding the Grantee Programs. Reporting obligations may include details relating to the Grantee Program on: Recipient Leadership Make-up; Grantee Programs accomplishments and lessons; Demographics Served; Geographies served; Budget breakdowns; Lessons learned; staffing; and progress on key performance indicators. Sample report can be found in Appendix C.

Communications: Grantee understands and acknowledges that the CFCSRA intends to publicly announce the existence of this grant. Grantee agrees to work directly with the CFCSRA on a Publicity and Communications Plan designed to showcase the Grantee and

the Grantee Program. Public statements regarding this Grant CFCSRA roles with respect to the Grantee Programs shall require prior approval by each Party and will be developed collaboratively by the Parties, with notice to HCD.

Public Events: Grantee will provide notice to CFCSRA at least fourteen (14) days in advance of any groundbreaking, ribbon-cutting or other public ceremony related to the subject matter of this Grant Agreement.

Recognition. In all public announcements, credit and report of the grant will list the source of the grant as:

Community Foundation of the CSRA at Housing and Community Development

As referenced above, Grantee agrees to work directly with the CFCSRA on a Publicity and Communications Plan designed to showcase the Grantee and the Grantee Program. Grantee will include the CFCSRA logos, as agreed upon through the Publicity and Communications Plan, and Grantee will comply with CFCSRA naming, logo, trademark, service mark and branding standards in effect from time to time, as shared with Grantee through the Publicity and Communication Plan.

Trademarks and Marketing Materials. Subject to the terms and conditions of this Agreement and in accordance with the Publicity and Communication Plan, Wells Fargo grants Grantee non-exclusive, non-transferable, royalty-free right and license to use Community Foundation of CSRA trade names, logo, brand, trademarks, and company descriptions as set forth in Appendix D for the exclusive purpose of

identifying CFCSRA as the donor supporting the Community Foundation of the CSRA grant , which is the source of funding supporting the Grantee Programs

Additional Terms and Conditions of the Grant. Additional terms of the grant can be found in Appendix A.

Communication regarding current administrative arrangements for this grant should be

directed to **shellkberry@cfcsra.org**.

On behalf of the Foundation, you have our best wishes for great success.

NOTICES

All notices given pursuant to the agreement shall be mailed or delivered to the following addresses or such other address as a party may designate in writing:

Notices to the City:
Office of the Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, GA 30901

Notices to HCD:
Director
Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Notices to Community Foundation of the CSRA
720 St Sebastian Way #160,
Augusta, GA 30901

{Signatories on next page}

COUNTERPARTS

This agreement is executed in two (2) counterparts- each of which shall be deemed an original and together shall constitute one and the same agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

Housing & Community Development Department
Hawthorne E. Welcher, Jr.
Director
Shauntia Lewis
Deputy Director

ATTEST: AUGUSTA, GEORGIA

Approved as to form by: _____ Date: _____
Augusta, GA. Law Department
As Its Legal Counsel

By: _____ Date: _____
Garnett L Johnson
As its Mayor

By: _____ Date: _____
Takiyah A. Douse
As its Interim City Administrator

By: _____ Date: _____
Hawthorne Welcher, Jr.
As its Director-HCD

SEAL

_____
Lena Bonner
As its Clerk of Commission

ATTEST: Community Foundation of the CSRA
(Contractor)

By: _____ Date: _____
President & CEO

By: _____ Date: _____

Augusta GEORGIA
Housing & Community Development Department
Hawthorne E. Welcher, Jr.
Director
Shauntia Lewis
Deputy Director

Appendix A – Additional Terms and Conditions of the Grant

Tax-Exempt Status. Recipient confirms that it is exempt from federal income tax under section 501(c)(3) of the United States Internal Revenue Code of 1986 and is not a private foundation within the meaning of section 509(a) of the Code. Recipient agrees to advise Foundation immediately if there is any change in Recipient's exempt status during the Grant Term. Recipient will comply with the provisions of the Pension Protection Act of 2006.

Charitable Use of Grant Funds. Grant funds may only be used for the Charitable Purpose as stated in this agreement. Use of grant funds must be appropriate under the terms and provisions of the Grant Agreement and sections 501(c)(3) and 170(b) of the Internal Revenue Code of 1986, as amended. Any grant funds unexpended or uncommitted at the end of the Grant Term must be promptly returned to Foundation. Narrative regarding any changes to cost category assumptions of +/-20% should be included in regular reporting to the Foundation. Recipient may not use grant funds to reimburse any expenses incurred prior to the Start Date without written approval from Foundation.

Equality. In the application of its resources to serve the public interest, Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, it is Foundation's expectation that in carrying out this grant Recipient will not discriminate based on race, color, religion, sex, sexual orientation, or natural origin.

Record Maintenance and Inspection. Foundation requires that Recipient maintain adequate records that will enable Foundation to easily determine how the grant funds were expended. The books and records must be made available for inspection by Foundation or its designee at reasonable times to permit Foundation to monitor and conduct an evaluation of operations under this grant. Recipient agrees to allow its personnel to discuss the program and finances with Foundation or its designee and to allow review of financial records connected with the activities financed by the grant. Additionally, Foundation may conduct program audits during the Grant Term, and within four years after completion of the grant.

Compliance. Recipient is required to notify Communities Foundation of Texas at shellkberry@cfcsra.org within thirty (30) days of any significant leadership or other changes that may substantially affect the ability to fulfill terms and conditions of the Grant Agreement. If (a) Foundation is not reasonably satisfied with the progress of the grant; (b) significant leadership or

other changes occur that Foundation believes may threaten the grant; or (c) Recipient fails to comply with any term or condition of this Grant Agreement, Foundation will notify Recipient of its concerns and provide Recipient with thirty (30) days to address them. If no resolution which is satisfactory to Foundation is reached within that time period, Foundation may, at its discretion, terminate or

suspend the grant. If Foundation determines that the cause of its concerns cannot be remedied, Foundation may permanently terminate, suspend, or withhold payment on the grant. Upon termination, if requested by Foundation, Recipient agrees to promptly return to Foundation, to be returned to the issuing fund, any previously distributed grant dollars associated with activities that will not be completed from of the date of termination to the next scheduled payment or the end of the grant term, whichever is first.

Indemnification. Recipient agrees to indemnify, defend and hold the Foundation, and any related parties including donors and donor advisors, harmless from and against any and all liability, loss, and expense (including reasonable attorneys' fees and expenses) or claims for injury or damages arising out of or resulting from, or that are alleged to arise out of or result from, the actions or omissions by recipient or of any of the officers, agents, employees, subgrantees, contractors or subcontractors with respect to the grant. The recipient agrees that any activities by the Foundation in connection with the grant, such as its review or proposal of suggested modifications to the charitable purpose, will not limit or constitute a waiver of the Foundation's rights under this paragraph. Recipient's obligation to indemnify the Foundation, including obligations resulting from the actions of subgrantees or
subcontractors, will be limited to the extent permitted or precluded under applicable federal, state, or local laws, including federal or state tort claims acts, the federal anti-deficiency act, state governmental immunity acts, or state constitutions.
Nothing in this grant agreement will constitute an express or implied waiver of the

Recipient's governmental and sovereign immunities. The obligation of the Recipient under this section will survive the termination of this agreement.

Single Grant. Recipient understands and agrees that this is a one-time grant and that no additional grant commitments have been made and no obligation exists on the part of Foundation to fund any subsequent proposal or grant requests that may be produced and submitted by Recipient as a result of the outcomes supported by this grant.

Counterparts. This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Copies of this Grant
Agreement will be equally binding as originals and faxed or scanned and emailed counterpart

signatures will be sufficient to evidence execution, though Foundation may require Recipient, the grantee, to deliver original signed documents.

Assignment. This Grant Agreement and any of the rights or obligations under this Grant Agreement may not be assigned without Foundation's prior written consent. An assignment includes (a) any transfer of the grant; (b) an assignment by operation of law, including a merger or consolidation, or
(c) the sale or transfer of all or substantially all of the organization's assets. The terms and conditions of the Grant Agreement will be binding upon the parties to it and upon their successors or assigns, if any.

Applicable Law. The terms and conditions of this Grant Agreement will be governed by Texas law applicable to agreements made and to be performed in Texas.

Entire Agreement, Severability and Amendment. This Grant Agreement is the entire agreement and supersedes any prior oral or written agreements or communications between Foundation and Recipient regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, that finding will not affect the validity, construction, or enforceability of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.

Augusta GEORGIA
Housing & Community Development Department
Hawthorne E. Welcher, Jr.
Director
Shauntia Lewis
Deputy Director

Appendix B –Grant Program

This grant from the Foundation to Community Foundation of the Central Savannah River Area shall be

used for the Redevelopment of Laney Walker, Augusta.

The $500,000 payment to Housing and Community Development ("HCD") from the Community Foundation of the Central Savannah River Area CFCSRA (the "Contribution") is for the support of the redevelopment of the Laney Walker neighborhood (the "Initiative") through the introduction of a grocery store. The Initiative will close a food desert within the Laney Walker neighborhood and the development will also feature a variety of wraparound services, improving access to the resources needed to achieve a higher quality of life for Augusta residents.

Key components of the Initiative include:

- **OVERALL GOAL:** The Contribution will close a food desert while simultaneously incentivizing small business growth and job creation. Through establishing a grocer as a cornerstone within the local economy, this redevelopment will promote overall financial and physical health through access to food, resources, and economic opportunity.
- **CLOSE FOOD DESSERT:** By bringing a grocer to the Laney Walker neighborhood, residents of this historic community will finally have easy access to healthy food options.
- **WRAPAROUND SERVICES:** The redevelopment will feature a variety of wraparound services, aimed at improving financial, physical, social, and emotional health within the community. Resources provided through the wraparound services, in conjunction with healthy food options, will create a holistic approach to community development and reinvigoration.

Anticipated Initiative budget:

Redevelopment Costs: $500,000

Additional key Initiative metrics:

- # of Augusta residents served
- % of low- to moderate-income residents served
- Total $ invested in the revitalization of Laney Walker
- # of residents accessing grocer annually
- # of jobs creating in the local economy through this redevelopment
- # of new businesses brough to the redevelopment

Augusta GEORGIA
Housing & Community Development Department
Hawthorne E. Welcher, Jr.
Director
Shauntia Lewis
Deputy Director

APPENDIX C: Sample Grantee Impact and Performance Report

This Impact and Performance report is provided by _____ ("**Grantee**") to HCD pursuant to **Section IV** of the Grant Agreement ("**Agreement**") dated _____. All capitalized terms used herein shall have the meaning given to them in the Agreement.

Period covered by Report:

Date Submitted:

1. **Updated Information on Grantee:** Please provide a summary of all material changes to your organization, including the following, since the date of your last report (or, if this is your first Impact and Performance Report, since the Agreement was executed):
    a. Management, board, other key personnel
    b. Tax exempt status
    c. Mission or purpose
    d. Key initiatives and developments:
    e. Funding sources:

2. **Grantee Programs:** For each Grantee Program category or activity set out in **Section II** of the Agreement
    a. Describe performance, including metrics and demographics, (please provide specific data), in regard to each Grantee Program. (i.e., how many people benefited)
    b. Describe any other positive or negative community impact of the Grantee Programs.
    c. Describe any unanticipated circumstances, problems encountered, or lessons learned in connection with the Grantee Programs.
    d. Summarize any publicity, media coverage, broadcast or dissemination associated with the Grantee Programs.
    e. Attach a copy of the Budget for the Grantee Programs and indicate the actual performance through the report date for each line item in the Budget.
    f. Attach any reports of outside evaluators that have evaluated any of Grantee's Programs.

3. **Community Reinvestment Act Reporting:** For each Grantee Program category or activity set out in **Section II** of the Agreement, please add the appropriate information to the bolded paragraph below and promptly return with this report. This information may be retained by Wells Fargo for CRA consideration purposes only. To determine your area's HUD estimated median family income, please use the FFIEC's geocoding website, http://www.ffiec.gov/geocode/default.aspx Enter an address located in the area served (cross streets work as well), click "Search" and then "Get Census Demographic". Base calculations off of the "FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income."

Housing & Community Development Department
Hawthorne Welcher
Director
Shauntia Lewis
Deputy Director

Name of Grantee Program:_____

1. **Based on actual information recorded by Grantee during the coverage period for this Impact and Performance Report _____% of the clients served by the Grantee Program identified above are considered to be low- or moderate-income as they earn less than 80% of the 2023 area median family income.**

I hereby certify, on behalf of Grantee and in my capacity as _____ (title) of Grantee, that the information provided in this Impact and Performance Report is true and correct to the best of my knowledge.

Signature: _____ Name: _____ Title: _____
Address: _____ Phone: _____

AUGUSTA, GEORGIA
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000483	AHCD	Laney Walker Bethlehem Enhancements

Requesting grant funds offered by the Community Foundation of the CSRA for the Laney Walker Bethlehem Enhancements Grant/
CASH MATCH: NO Funding Source 220000000/3361131 /EEO Required: NO

Start Date: 03/12/2024 **End Date:** 01/31/2025
Submit Date: 02/21/2024 **Department:** 024 HCD **Cash Match?** N
Total Budgeted Amount: 500,000.00 **Total Funding Agency:** 500,000.00 **Total Cash Match:** 0.00

Sponsor: GM0019 Community Foundation
Sponsor Type: L Local
Purpose: 13 Community **Flow Thru ID:**

Contacts

Type	ID	Name	Phone
I	GMI054	Pierce, Arnold	(706)821-1868

Approvals

Type	By	Date
FA	H.WELCHER	02/21/2024

Dept. Signature:
Grant Coordinator Signature: IAA @ 2/22/2024

1.) I have reviewed the Grant application and enclosed materials and:

o Find the grant/award to be feasible to the needs of Augusta Richmond County

o Deny the request

Deputy Finance Director — Date 2/22/2024

2.) I have reviewed the Grant application and enclosed materials and:

o Approve the Department Agency to move forward with the application

o Deny the request

DC Administrator — Date 3/1/24

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

Commission Meeting

April 2, 2024

Dedication of Water and Sanitary Sewer for Laurel Park, Phase II

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Motion to **approve** dedication of Water and Sanitary Sewer for Laurel Park, Phase II. **(Approved by Engineering Services Committee March 26, 2024)**
Background:	During the construction of Laurel Park, Phase II subdivision, off Tobacco Road, a water system and a gravity sanitary sewer system were laid.
Analysis:	The water and gravity sanitary sewer systems have passed all testing and are ready to be added to Augusta's system.
Financial Impact:	Future payments of water and sanitary sewer from homes constructed in this area.
Alternatives:	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer in Laurel Park, Phase II.
Recommendation:	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer in Laurel Park, Phase II.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

STATE OF GEORGIA

COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

LAUREL PARK, PHASE II
Private Streets
Water Distribution System and Gravity Sanity Sewer System

In this agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

THIS AGREEMENT, entered into this _____day of _____, 2024, by and between LAUREL PARK AUGUSTA, LLC, a Georgia limited liability company, hereinafter referred to as the **"DEVELOPER"**, and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the **"AUGUSTA":**

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system, for the subdivisions known as LAUREL PARK, PHASE II, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

(1) **AUGUSTA** accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission

and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivisions as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) The **DEVELOPER** agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by **AUGUSTA**.

(5) If, in the event of an emergency, as determined by **AUGUSTA**, the **DEVELOPER** is unable to respond in a timely manner, **AUGUSTA** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs in a reasonable time, as determined by **AUUGUSTA**.

(6) In the event the **DEVELOPER** fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then **AUGUSTA** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

(8) In this Agreement, wherever herein **DEVELOPER** or **AUGUSTA** is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

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

Signed, sealed and delivered in
the presence of

DEVELOPER:

LAUREL PARK AUGUSTA, LLC

Witness

By: _____
Keith Blaschke

Notary Public
State of GA, County of Columbia

As Its: Member

My Commission Expires: 9-7-2024

SHARON L. POWELL
MY COMMISSION EXPIRES
NOTARY
PUBLIC
SEPTEMBER 07, 2026
COLUMBIA COUNTY, GEORGIA

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

D: PLAT B: 18 P: 10
Recorded: 01/25/2023 10:33 AM
Doc # 2023001648 Pages: 4 Fees: $40.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 4078945978,

FOR CLERK OF COURT USE ONLY

RECORD PLAT
OF
LAUREL PARK PHASE II

SHOWING PROPERTY LOCATED IN THE 86th G.M.D.
AUGUSTA–RICHMOND COUNTY, GEORGIA

SCALE 1" = 30' SEPTEMBER 16, 2022

PREPARED BY:

H & C Surveying, Inc.
C.O.A. LSF 000584

3822–E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863–3483

SHEET 1 OF 4

NO ACCESSORY STRUCTURE MAY BE LOCATED WITHIN 5 FEET OF ANY SIDE OR REAR PROPERTY LINE.

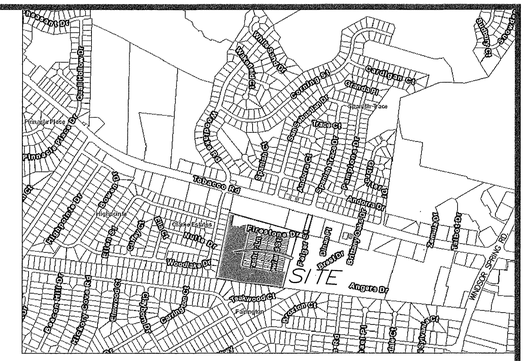
PLEASE NOTE THAT THE FINAL ADDRESS SHOULD MATCH WHERE THE FINISHED DRIVEWAY IS LOCATED.

WHEN PERMITS ARE REQUESTED PLEASE USE THE ADDRESS THAT MATCHES THE LOCATION OF THE FINISHED DRIVEWAY.

DEVELOPMENT OF THIS PROPERTY SHALL BE IN ACCORDANCE WITH THE CONDITIONS OF ZONING CASE Z–19–38.

STATE PLANE COORDINATE DATUM
NAD 83 GEORGIA EAST ZONE
COMB. SCALE FACTOR= 0.999888
ALL COORDINATES ARE GROUND COORDINATES.

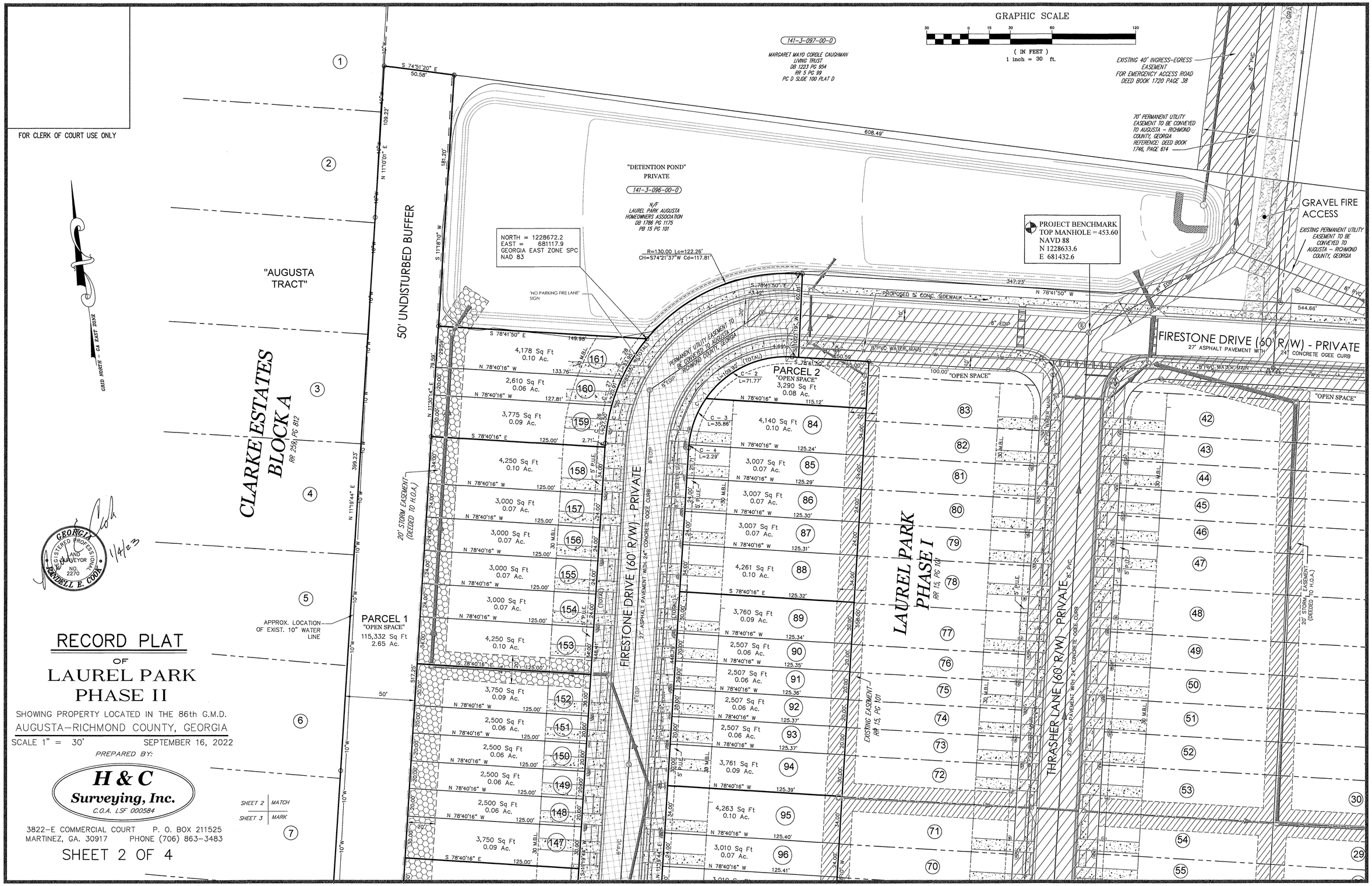
VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE NAVD 88.


SITE
Tobacco Rd
Windsor Spring Rd
Peachtree Hills Ave
Wheeler Rd
Walton Way
Milledge Rd
Cedar Ridge Dr
Woodlake Dr
Lake Forest Dr
Forest Hills Dr
Cedar Ridge Dr
Wrightsboro Rd
Peachtree Rd
Lake Forest Dr
Forest Hills Dr
Wrightsboro Rd
Peachtree Rd
Wrightsboro Rd
Peachtree Rd
Wrightsboro Rd
Peachtree Rd

D: PLAT B: 18 P: 11
Recorded: 01/25/2023 10:33 AM
Doc # 2023001648 Pages: 4 Fees: $40.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 4878949578,

Item 9.

FOR CLERK OF COURT USE ONLY



RECORD PLAT
OF
LAUREL PARK PHASE II

SHOWING PROPERTY LOCATED IN THE 86th G.M.D.
AUGUSTA–RICHMOND COUNTY, GEORGIA
SCALE 1" = 30' SEPTEMBER 16, 2022

PREPARED BY:

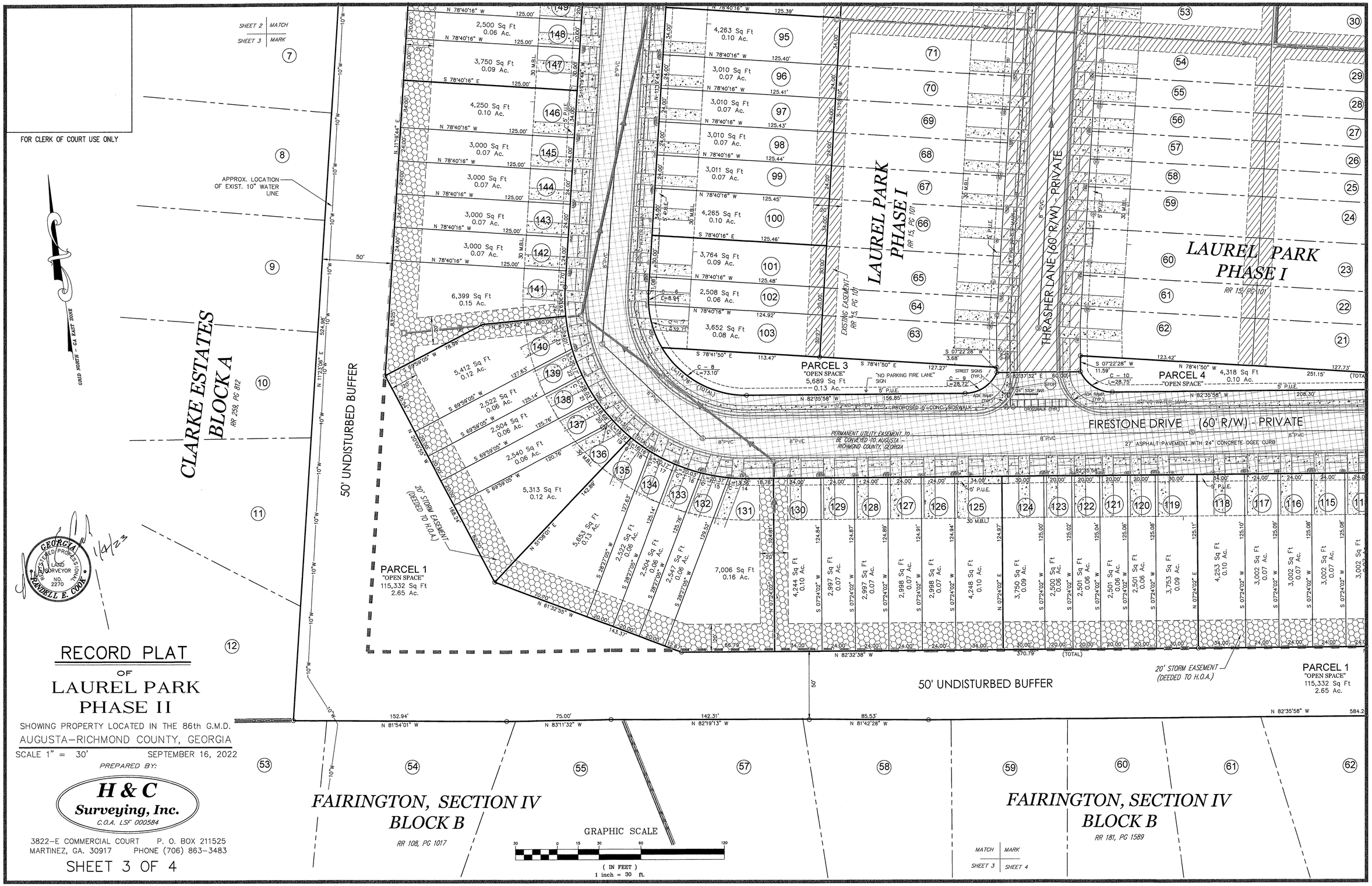
H & C Surveying, Inc.
C.O.A. LSF 000584

3822–E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863–3483

SHEET 2 OF 4

SHEET 2	MATCH
SHEET 3	MARK

D: PLAT B: 18 P: 12
Recorded: 01/25/2023 10:33 AM
Doc # 2023001648 Pages: 4 Fees: $40.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 4878949578,



GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2270 RANDELL E. COOK

1/4/23

RECORD PLAT
OF
LAUREL PARK PHASE II

SHOWING PROPERTY LOCATED IN THE 86th G.M.D.
AUGUSTA–RICHMOND COUNTY, GEORGIA

SCALE 1" = 30' SEPTEMBER 16, 2022

PREPARED BY:

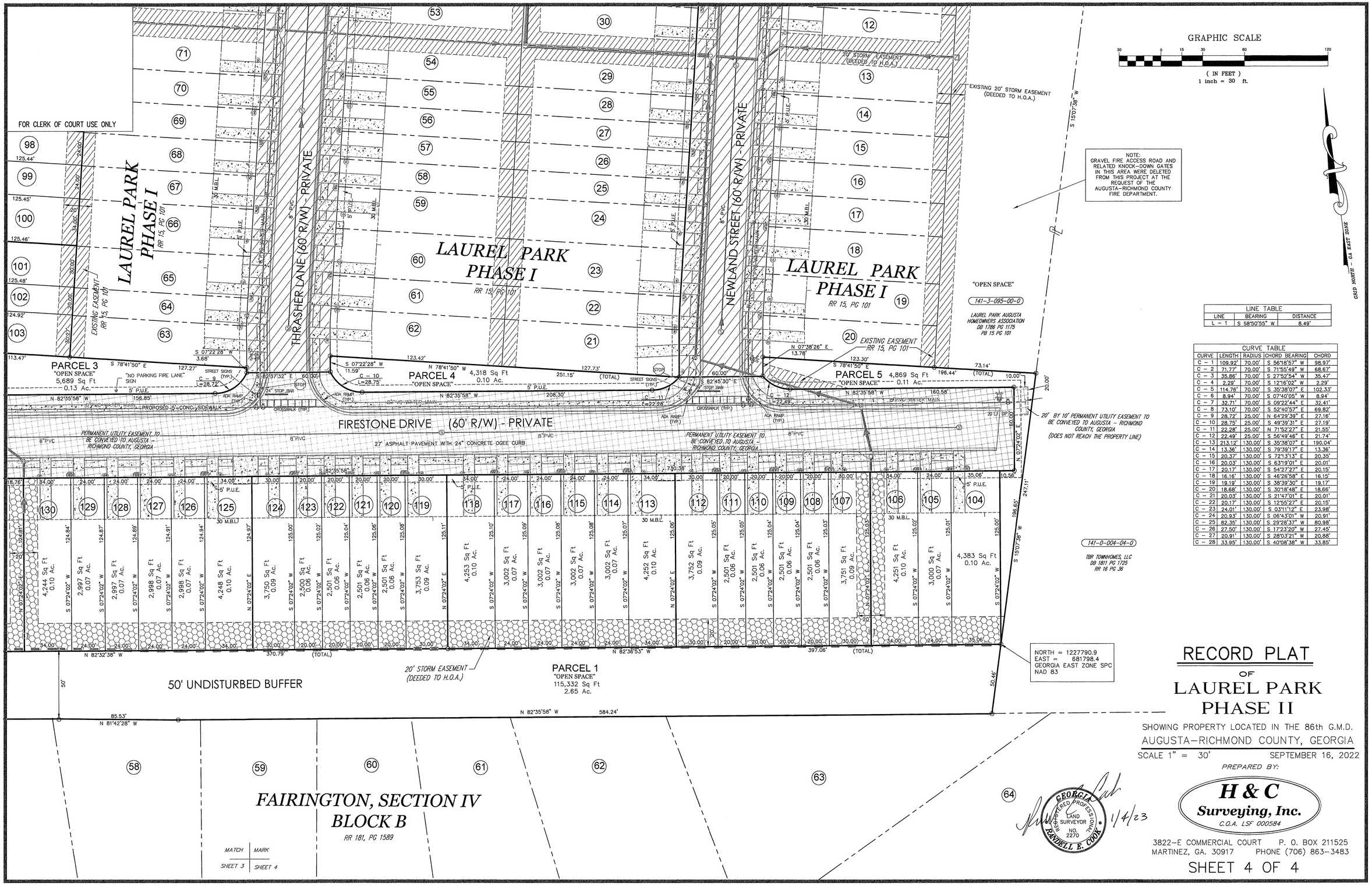
H & C Surveying, Inc.
C.O.A. LSF 000584

3822–E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863–3483

SHEET 3 OF 4

D: PLAT B: 18 P: 13
Recorded: 01/25/2023 10:33 AM
Doc # 2023001648 Pages: 4 Fees: $40.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 4878949578,

D: PLAT B: 18 P: 13 01/25/2023 10:33 AM
Doc # 2023001648 Page 4 of 4



LINE TABLE		
LINE	BEARING	DISTANCE
L – 1	S 58°50'55" W	8.49'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C – 1	109.92'	70.00'	S 56°18'57" W	98.97'
C – 2	71.77'	70.00'	S 71°55'49" W	68.67'
C – 3	35.86'	70.00'	S 27°52'54" W	35.47'
C – 4	2.29'	70.00'	S 12°16'02" W	2.29'
C – 5	114.76'	70.00'	S 35°38'07" E	102.33'
C – 6	8.94'	70.00'	S 07°40'05" W	8.94'
C – 7	32.71'	70.00'	S 09°22'44" E	32.41'
C – 8	73.10'	70.00'	S 52°40'57" E	69.82'
C – 9	28.72'	25.00'	N 64°29'39" E	27.16'
C – 10	28.75'	25.00'	S 49°39'31" E	27.19'
C – 11	22.28'	25.00'	N 71°52'27" E	21.55'
C – 12	22.49'	25.00'	S 56°49'46" E	21.74'
C – 13	213.12'	130.00'	S 35°38'07" E	190.04'
C – 14	13.36'	130.00'	S 79°39'17" E	13.36'
C – 15	20.37'	130.00'	S 72°31'13" E	20.35'
C – 16	20.03'	130.00'	S 63°19'01" E	20.01'
C – 17	20.17'	130.00'	S 54°27'27" E	20.15'
C – 18	16.16'	130.00'	S 46°26'58" E	16.15'
C – 19	19.19'	130.00'	S 38°39'30" E	19.17'
C – 20	18.68'	130.00'	S 30°18'48" E	18.66'
C – 21	20.03'	130.00'	S 21°47'01" E	20.01'
C – 22	20.17'	130.00'	S 12°55'27" E	20.15'
C – 23	24.01'	130.00'	S 03°11'12" E	23.98'
C – 24	20.93'	130.00'	S 06°43'01" W	20.91'
C – 25	82.35'	130.00'	S 29°28'37" W	80.98'
C – 26	27.50'	130.00'	S 17°23'20" W	27.45'
C – 27	20.91'	130.00'	S 28°03'21" W	20.88'
C – 28	33.95'	130.00'	S 40°08'38" W	33.85'

RECORD PLAT
OF
LAUREL PARK PHASE II

SHOWING PROPERTY LOCATED IN THE 86th G.M.D.
AUGUSTA–RICHMOND COUNTY, GEORGIA

SCALE 1" = 30' SEPTEMBER 16, 2022

PREPARED BY:

H & C Surveying, Inc.
C.O.A. LSF 000584

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2270 RANDELL E. COOK
1/4/23

3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483

SHEET 4 OF 4

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Private Streets
LAUREL PARK, PHASE II

In this agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS, LAUREL PARK AUGUSTA, LLC a limited liability company established under the laws of the State of Georgia, (hereinafter known as "**DEVELOPER**") owns a tract of land in Richmond County, Georgia, off of Tobacco Road (formerly known as a portion of property identification number 141-0-004-04-0/2590 Tobacco Road). **DEVELOPER** has constructed a housing subdivision, Laurel Park, Phase II, on said tract, in which it has laid out a water distribution system and gravity sanitary sewerage system; and

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

WHEREAS, the road right-of-ways and storm drainage system shall remain private and they shall be solely the responsibility of **DEVELOPER**; and

WHEREAS, DEVELOPER, shall maintain the roads and streets as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which **AUGUSTA** may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the **AUGUSTA** the necessary easement(s) in connection with such construction and/or extension; and

WHEREAS, a final plat of the above stated subdivision has been prepared by H&C Surveying, Inc., dated September 16, 2022, approved December 5, 2022 by the Augusta Richmond County Planning Commission and January 3, 2023 by the Augusta Commission, and filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 18 Page(s) 10-13. Reference is hereby made to the aforesaid plat for a more complete and accurate description as to the land herein described; and

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

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

NOW, THEREFORE, this indenture made this _____ day of _____ 2024, between **DEVELOPER** and **AUGUSTA**,

W I T N E S S E T H:

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

Exclusive 20-foot easement(s), in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system, which is not within the rights-of-way of said subdivision, if any, as shown on the aforementioned plats, and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVELOPER; and

Exclusive 60-foot easements, in perpetuity, over all rights-of-ways included in said subdivision, as shown on the aforementioned plats

and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVELOPER, including, but not limited to Firestone Drive.

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

DEVELOPER covenants that it, its heirs, legal representatives, successors and assigns, shall maintain the roads and streets as private streets, and shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which **AUGUSTA** may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the **AUGUSTA** the necessary easement(s) in connection with such construction and/or extension.

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

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

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

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

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

DEVELOPER:

LAUREL PARK AUGUSTA, LLC

Kenn Rosie
Witness

By: _____
Keith Blaschke

As Its: Member

Sharon L Powell
Notary Public
State of GA, County of Columbia

My Commission Expires: 9-7-2026

(Notary

SHARON L. POWELL
MY COMMISSION EXPIRES
NOTARY
PUBLIC
SEPTEMBER 07, 2026
COLUMBIA COUNTY, GEORGIA

ACCEPTED:

AUGUSTA, GEORGIA

_____
Witness

By: _____
Garnett Johnson
As Its Mayor

_____
Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary

Commission Meeting

April 2, 2024

Dedication of Water and Sanitary Sewer for Gun Club Investors Commercial Subdivision

---

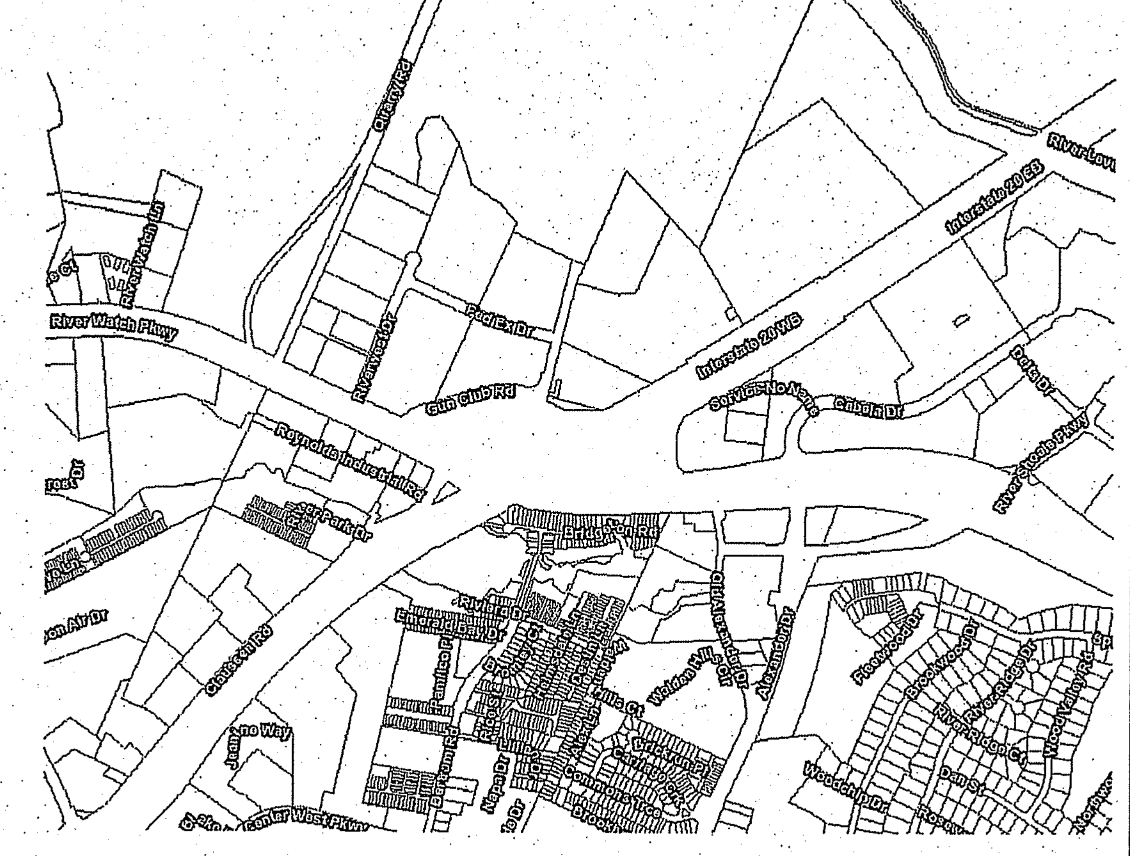
Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Motion to **approve** Dedication of Water and Sanitary Sewer from Gun Club Investors commercial subdivision and Dedication of Sanitary Sewer from Rush Trucking. **(Approved by Administrative Services Committee March 26, 2024)**
Background:	During the construction of Gun Club Investors commercial subdivision, off Gun Club Road, a water system and a gravity sanitary sewer system were laid.
Analysis:	The water and gravity sanitary sewer systems have passed all testing and are ready to be added to Augusta's system. Rush Trucking owns the sanitary sewer onto which the Gun Club Investors sanitary sewer is connecting. They have signed a Deed of Dedication granting this sewer to Augusta, so that the entire pipeline can be accepted into Augusta's system. That dedication document is included herein.
Financial Impact:	Future payments of water and sanitary sewer from homes constructed in this area.
Alternatives:	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer systems for Gun Club Investors commercial subdivision and the Deed of Dedication for Rush Trucking.
Recommendation:	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer in Gun Club Investors commercial subdivision and the Deed of Dedication for Rush Trucking.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

D: PLAT B: 19 P: 92
Recorded: 03/01/2024 10:35 AM
Doc # 2024004463 Pages: 4 Fees: $40.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 4158728943,

NOTE:
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S75°57'39"E	173.93'
L2	S65°28'18"E	370.13'
L3	N25°49'00"E	189.92'
L4	S64°11'00"E	20.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	460.00'	84.21'	10°29'21"	N70°42'58"W	84.09'
C2	100.00'	154.83'	88°42'42"	N70°10'21"E	139.82'



LOCATION MAP:
N.T.S.

National Flood Hazard Layer FIRMette

FEMA

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS: Without Base Flood Elevation (BFE) Zone A, V, A99; With BFE or Depth Zone AE, AO, AH, VE, AR; Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD: 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X; Future Conditions 1% Annual Chance Flood Hazard Zone X; Area with Reduced Flood Risk due to Levee. See Notes. Zone X; Area with Flood Risk due to Levee Zone D

OTHER AREAS: NO SCREEN Area of Minimal Flood Hazard Zone X; Effective LOMRs; Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES: Channel, Culvert, or Storm Sewer; Levee, Dike, or Floodwall

OTHER FEATURES: Cross Sections with 1% Annual Chance; 17.5 Water Surface Elevation; Coastal Transect; Base Flood Elevation Line (BFE); Limit of Study; Jurisdiction Boundary; Coastal Transect Baseline; Profile Baseline; Hydrographic Feature

MAP PANELS: Digital Data Available; No Digital Data Available; Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/7/2020 at 9:58:09 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PROJECT DATA	
DEVELOPER: SOUTHEASTERN COMPANY C/O MATT MILLS 2743 PERIMETER PARKWAY AUGUSTA, GA 30909 (706) 373-9007 24-HR. CONTACT: MATT MILLS (706) 373-9007	
ZONED	LI
PROJECT AREA	19.27 AC
TAX MAP: 008-0-003-04-0	
SITE ADDRESS: 2913 GUN CLUB RD	

Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser as to intended use of any parcel. As the Registered Land Surveyor, I further certify that this map, plat, or plan complies with the minimum standards and specifications of the State Board of Registration for Professional Engineers and Land Surveyors and the Georgia Superior Court Clerks Cooperative Authority.

G.F. "BO" SLAUGHTER GEORGIA REGISTERED
LAND SURVEYOR 2614

SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED US OF ANY PARCEL. THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERKS' COOPERATIVE AUTHORITY. THE APPROVAL SIGNATURES(s) ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

2/29/24

G.F. "BO" SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2614 DATE
PARTICIPANT I.D. 4158728943

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
E10	S65°28'18"E	36.34
E11	S28°04'14"W	52.01
E12	S61°55'46"E	20.00
E13	N28°04'14"E	53.24
E14	N65°28'18"W	20.04
E15	N28°04'14"E	193.56
E16	S75°57'39"E	20.62
E17	S28°04'14"W	197.32

APPROVED SUBDIVISION
3/1/2024
Date
BY AUTHORITY OF AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT

NOTES:

1. A 5' EASEMENT IS RESERVED ON ALL FRONT & SIDE LOT LINES AND A 10' EASEMENT IS RESERVED ON ALL REAR LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
2. THERE ARE GENERAL EASEMENTS SHOWN OVER DRAINAGE SWALES TRAVERSING LOTS FOR THE ACCOMMODATION OF STORM WATER FLOW TO DRAINAGE STRUCTURES. THESE SWALES & EASEMENTS THERE TO & MAINTENANCE THERE OF SHALL REMAIN WITH THE PROPERTY OWNERS. PROPERTY OWNERS SHALL NOT OBSTRUCT ANY DRAINAGE SWALES. RICHMOND COUNTY WILL NOT MAINTAIN ANY SWALES OR DITCHES LOCATED ON LOTS.
3. NO. 5 REBAR IRON PINS SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
4. THIS SURVEY WAS PERFORMED WITH A 5" THEODOLITE, E.D.M. AND A 200' STEEL TAPE ON 4/10/20.
5. THIS SURVEY HAS A FIELD CLOSURE THAT EXCEEDS 1 PART IN 18,721.
6. PLAT CLOSURE: 1 PART IN 184,334
7. MINIMUM LENGTH OF #5RBS AT PROPERTY CORNERS WILL BE 18".
8. THE 100 YEAR FLOOD PLAIN DOES NOT LIE WITHIN ANY LOTS IN THIS PROJECT IN ACCORDANCE WITH FLOOD INSURANCE RATE MAP PANEL NUMBER 13245C0020G BY F.E.M.A. DATED 11/15/19.
9. A 20' EASEMENT CENTERED OVER ALL SANITARY LINES ARE TO BE RESERVED IN FAVOR OF RICHMOND COUNTY UNLESS OTHERWISE SHOWN.
10. ALL ROAD RIGHT OF WAYS AND STORM WATER MANAGEMENT AND UTILITIES AREA ARE TO BE PRIVATE.
11. CITY BEARS NO RESPONSIBILITY FOR REPAIRS OR MAINTENANCE TO TRADE CENTER CT.

GEORGIA REGISTERED No. 2614 PROFESSIONAL LAND SURVEYOR G.F. "BO" SLAUGHTER

SHEET 1

A
PLAT
FOR

GUN CLUB INVESTORS, LLC

PROPERTY LOCATED OFF GUN CLUB RD

AUGUSTA, GEORGIA

SCALE: 1" = 50'
SEPTEMBER 15, 2023

50' 0 50'

PREPARED BY:

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY – AUGUSTA, GA. – 30909
Phone: (706) 868-8803

17-376-PLAT

D: PLAT B: 19 P: 93
Recorded: 03/01/2024 10:35 AM
Doc # 2024004463 Pages: 4 Fees: $40.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant Ds: 4158728943,

Item 10.

A PLAT FOR

GUN CLUB INVESTORS, LLC

PROPERTY LOCATED OFF GUN CLUB RD

AUGUSTA, GEORGIA

SCALE: 1" = 50'

SEPTEMBER 15, 2023

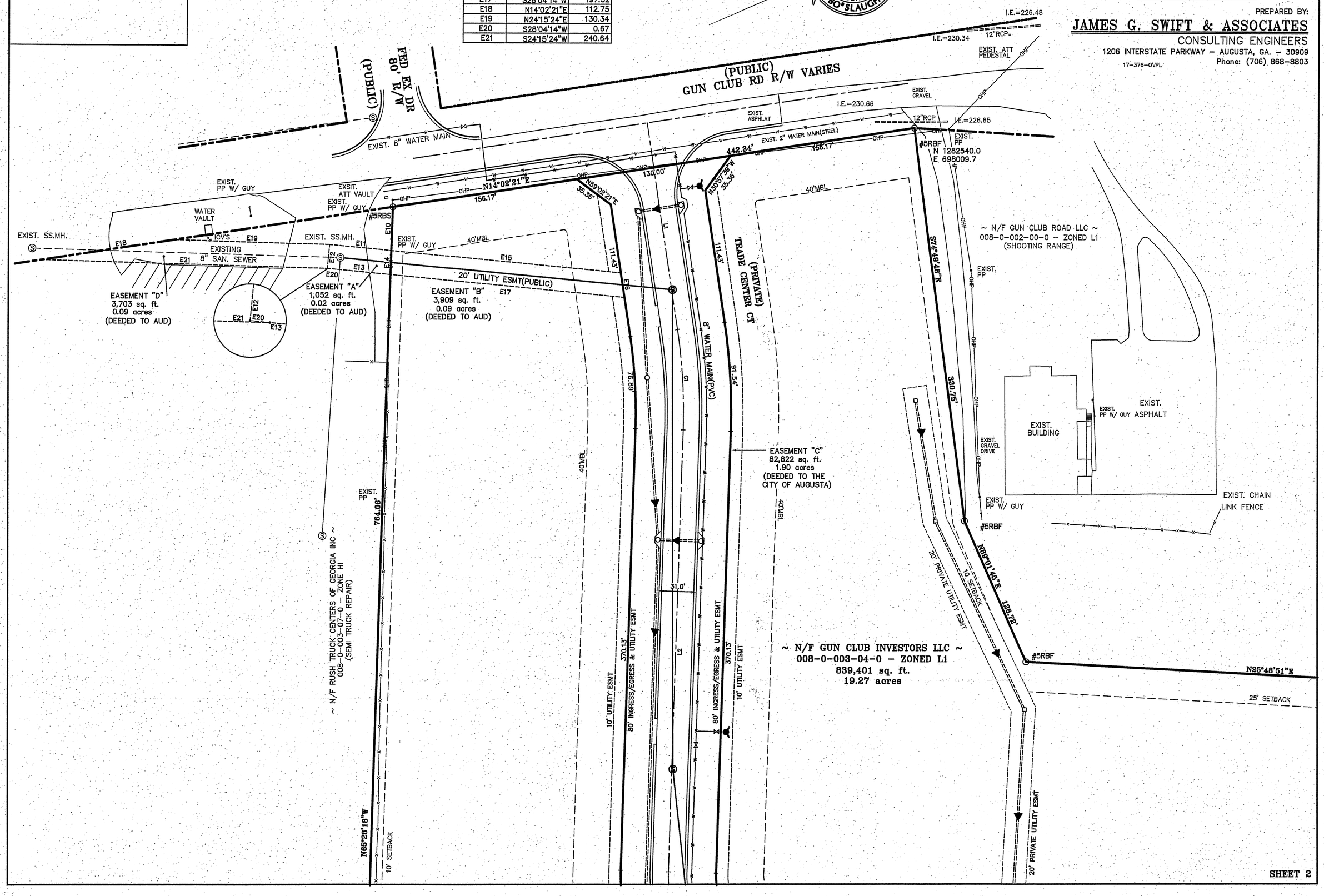
50' 0 50'

GEORGIA REGISTERED No.2614 PROFESSIONAL LAND SURVEYOR C.E. "BO" SLAUGHTER

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY – AUGUSTA, GA. – 30909
Phone: (706) 868-8803

17-376-OVPL

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
E10	S65°28'18"E	36.34
E11	S28°04'14"W	52.01
E12	S61°55'46"E	20.00
E13	N28°04'14"E	53.24
E14	N65°28'18"W	20.04
E15	N28°04'14"E	193.56
E16	S75°57'39"E	20.62
E17	S28°04'14"W	197.32
E18	N14°02'21"E	112.75
E19	N24°15'24"E	130.34
E20	S28°04'14"W	0.67
E21	S24°15'24"W	240.64



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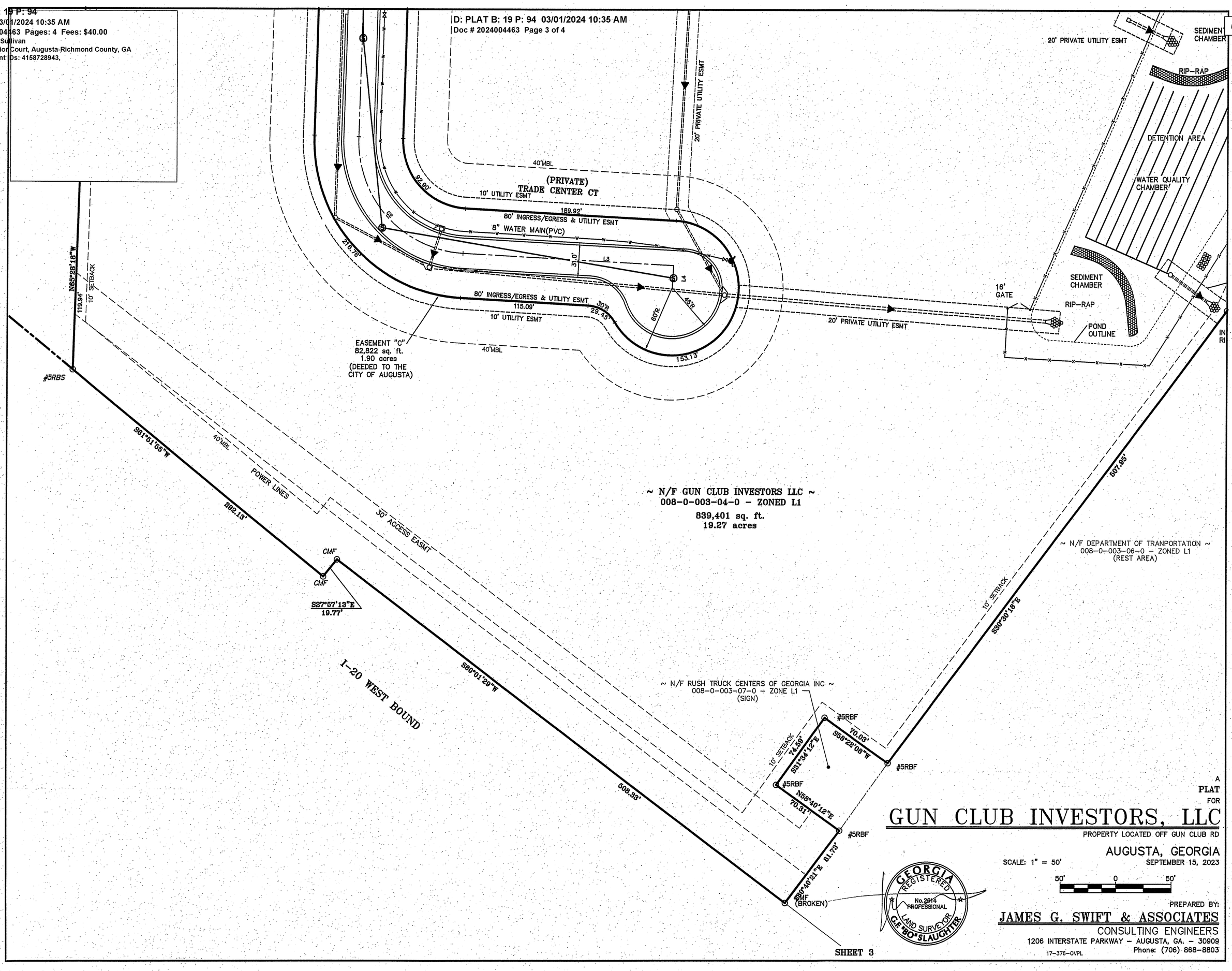

A
PLAT
FOR

GUN CLUB INVESTORS, LLC

PROPERTY LOCATED OFF GUN CLUB RD

AUGUSTA, GEORGIA

SCALE: 1" = 50'

SEPTEMBER 15, 2023

50' 0 50'

PREPARED BY:

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone: (706) 868-8803

17-376-OVPL

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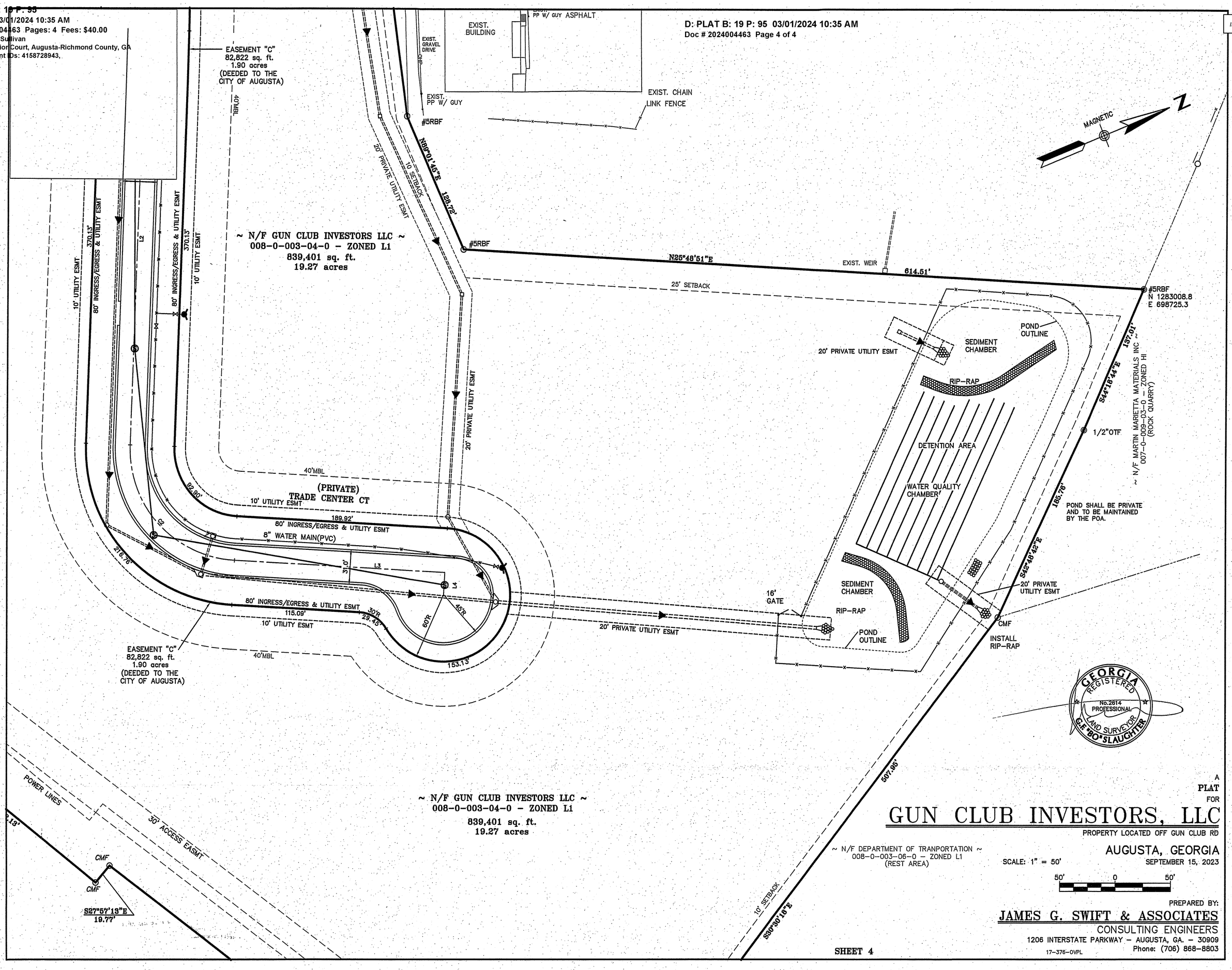

A
PLAT
FOR

GUN CLUB INVESTORS, LLC

PROPERTY LOCATED OFF GUN CLUB RD

AUGUSTA, GEORGIA

SCALE: 1" = 50'

SEPTEMBER 15, 2023

50' 0 50'

PREPARED BY:

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY – AUGUSTA, GA. – 30909
Phone: (706) 868-8803

17-376-OVPL

SHEET 4

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

EASEMENT DEED OF DEDICATION
(Sanitary Sewer 2925 Gun Club Road)

THIS INDENTURE, made and entered into to be effective as of the ____ day of _____, 2024, by and between **RUSH TRUCK CENTERS OF GEORGIA, INC.,** a Delaware corporation, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

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

> SUCH PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS all that certain Easement D (0.09 acre), according to the plat prepared by James G. Swift & Associates, Inc., dated September 15, 2023, shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, of Richmond County, Georgia in Plat Book 19, Page 92-95, to which reference is made for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property (the "Easement Area").

Together with the necessary right of ingress and egress to the Easement Area for the purposes as stated herein for the use of the Party of the SECOND PART, its successors and assigns to use, upgrade, if needed, and maintain the existing sewer line within the Easement Area.

TO HAVE AND TO HOLD SAID Easement Area and all the members and appurtenances therein belonging as aforesaid, and every part thereof, subject to the provisions set forth herein, unto the said party of the SECOND PART, its successors and assigns, forever.

Party of the FIRST PART hereby reserves the right to use said Party of the FIRST PART's adjoining property and the surface of the Easement Area, in any manner that will not prevent or interfere with the exercise by Party of the SECOND PART of its rights hereunder, provided, however, that Party of the FIRST PART shall not construct, nor permit to be constructed, any buildings, improvements, or obstructions within the Easement Area, without the express prior consent of the Party of the SECOND PART. Both Parties further agree not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without prior written approval of the other party.

Party of the Second Part is aware that the exiting sanitary sewer located in the Easement Area traverses under existing driveways, being entrances and exits to and from Party of the FIRST PART's adjoining property to and from Gun Club Road. Party of the SECOND PART in constructing and/or improving any improvements to the existing sewer line located within the Easement Area shall take into account the weight of the vehicular traffic, which may cross the Easement Area above such sanitary sewer line and Party of the FIRST PART shall have no liability to Party of the SECOND PART as the result of any damage sustained by the sanitary sewer line as a result of such traffic and weight.

Party of the FIRST PART reserves and retains the rights by, to and for the benefit of Party of the FIRST PART, to use the Easement Area and adjoining properties of Party of the FIRST PART for the location, construction, reconstruction, relocation and operation of such other utility lines and facilities (the "**Party of the FIRST PART Facilities**") necessary or desired in connection with Party of the FIRST PART's use and/or development of the Party of the FIRST PART's adjoining properties, so long as Party of the FIRST PART's use of such ground space does not unreasonably interfere with the rights herein granted to Party of the SECOND PART AND the Party of the FIRST PART has submitted a plan showing such endeavors to the Party of the SECOND PART and has received written approval of said plan by the Party of the SECOND PART, which will not be unreasonably withheld.

The grant of easement rights hereunder is made subject to any of the following as they relate to the Easement Area: (i) any prior mineral conveyances (ii) easements, restrictions, claims, rights of way, encroachments or other encumbrances or other matters of public record (iii) any applicable governmental requirements, and (iv) any other matters affecting this Easement which are of public record or would be disclosed by a physical inspection of the Easement Area and/or an accurate survey of the Easement Area.

The easement for the Easement Area as provided for herein, is made on an "AS IS" basis, and Party of the SECOND PART expressly acknowledges that, in consideration of the agreements of Party of the FIRST PART herein, Party of the FIRST PART MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE OR CONDITION OF EASEMENT AREA, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW. Party of the SECOND PART, as a condition of the easement rights granted herein agrees to take no action, which would restrict or impair Party of the FIRST PART, and its agents, employees and invitees' access to Gun Club Road.

The easement rights conveyed hereunder do not include any right or interest whatsoever in any minerals in, under or that may be produced from the Easement Area.

Party of the SECOND PART, at its sole cost and expense, shall perform or cause to be performed all work necessary in connection with maintaining the existing sewer line in the Easement Area (the "**Work**") in a good and workmanlike manner in conformance with sound and acceptable engineering practices as expeditiously as possible. In performing the Work or causing the Work to be performed, Party of the SECOND PART shall make adequate provisions for the safety and convenience of Party of the FIRST PART, its agents, representatives, employees, licensees, and invitees, and shall cause all of the Work to be cleaned up promptly in order to minimize disruption or inconvenience, and coordinate the Work with Party of the FIRST PART. Party of the SECOND PART shall at all times construct, keep, maintain, use, operate, replace, or remove the Facilities in a safe manner and in full compliance with all governmental requirements, including but not limited to replacing any concrete driveways damaged and/or destroyed by the activities of Party of the SECOND PART, its agents, representatives, employees and contractors. **Party of the FIRST PART shall have no obligation, monetary or non-monetary, to maintain the Easement Area beyond its currently existing condition**.

Party of the SECOND PART is aware that access to Gun Club Road by Part of the FIRST PART is essential to its business operations. Accordingly, Party of the shall take reasonable steps to prosecute the completion of its activities within the Easement Area diligently and continuously and in a manner designed to expedite the completion of its activities and, at all times, during period of construction and/or repair and, given that there are two entrances/exits from Party of the FIRST PART's adjoining property over the Easement Area, to and from Gun Club Road, Party of the SECOND PART shall conduct its activities within the Easement Area in a manner as will provide the Party of the FIRST PART Parties with continuous access over and across the Easement Area, for vehicular and pedestrian traffic, to and from Gun Club Road and Party of the FIRST PART's adjoining property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES OF PARTIES ON NEXT PAGE]

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

Signed, sealed and delivered in the presence of:

Ben Crawford, Unofficial Witness

Marcella S. Alcorn, Notary Public

My Commission Expires:

(NOTARIAL SEAL)

MARCELLA S ALCORN
Notary ID # 13386216-8
My Commission Expires
07-18-2026

RUSH TRUCK CENTERS OF GEORGIA, INC., a Delaware corporation

By: _____
Scott Anderson
As its: Vice President

STATE OF GEORGIA

COUNTY OF RICHMOND

ACCEPTANCE BY AUGUSTA, GEORGIA

Augusta, Georgia, hereby accepts the herewith and foregoing conveyance by Rush Truck Centers of Georgia, Inc. through said Deed of Dedication for the easement herein described, and easement reservations, upon the terms and conditions set forth therein.

This ____ day of _____, 2024-.

AUGUSTA, GEORGIA

By:_____
Garnett L. Johnson

As its: Mayor

Attest:_____
As its: Clerk

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Private Streets
GUN CLUB INVESTORS, LLC

In this agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS, GUN CLUB INVESTORS, LLC, a limited liability company established under the laws of the State of Georgia, (hereinafter known as "DEVELOPER") owns a tract of land in Richmond County, Georgia, off of Gun Club Road (008-0-003-04-0/2913 Gun Club). DEVELOPER has constructed a commercial subdivision on said tract, in which it has laid out a water distribution system and gravity sanitary sewerage system; and

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

WHEREAS, the road right-of-ways and storm drainage system shall remain private and they shall be solely the responsibility of DEVELOPER; and

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

shall grant to the AUGUSTA the necessary easement(s) in connection with such construction and/or extension; and

WHEREAS, a final plat of the above stated subdivision has been prepared by James G. Swift & Associates, dated September 15, 2023, approved March 1, 2024, by the Augusta Planning and Development Department, and filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book 19 Pages 92-95. Reference is hereby made to the aforesaid plat for a more complete and accurate description as to the land herein described; and

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

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

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

W I T N E S S E T H:

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

> Exclusive 80-foot easement, in perpetuity, covering the water distribution and sanitary sewer systems, and shown as "Easement "C" 82,822 sq. ft. (Deeded to the City of Augusta), on the aforementioned plat. This easement area is also presently known as Trade Center Court.

Also granted herein is any right, benefit, interest, or title that Developer has in and to a certain Non-Exclusive Sewer Easement granted by Rush Truck Centers of Georgia, Inc. to Gun Club Investors, LLC, dated May 15, 2018, and recorded in aforesaid clerk's office in Realty Book 1631, Pages 383-397.

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

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

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

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

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

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

DEVELOPER:

GUN CLUB INVESTORS, LLC

Witness

By: _____
Matthew D. Mills

As Its: Manager

Notary Public
State of GEORGIA, County of Richmond

My Commission Expires: 12/20/2025

DAVID C. JONES
NOTARY
My Commission Expires
December 20, 2025
PUBLIC
RICHMOND COUNTY, GA

(Signatures continued on the next page.)

ACCEPTED:

AUGUSTA, GEORGIA

_____
Witness

By: _____
Garnett Johnson
As Its Mayor

_____
Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

STATE OF GEORGIA

COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

GUN CLUB INVESTORS, LLC

Private Streets

Water Distribution System and Gravity Sanity Sewer System

THIS AGREEMENT, entered into this _____day of _____, 2024, by and between GUN CLUB INVESTORS, LLC, a Georgia limited liability company, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, the DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the commercial subdivision known as GUN CLUB INVESTORS, LLC, off Gun Club Road, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

(1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the commercial subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) The DEVELOPER agrees to maintain all the installations laid or installed in said commercial subdivision as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) The DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, the DEVELOPER shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, AUGUSTA shall notify the DEVELOPER and set forth in writing the items in need of repair. The DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

(5) If, in the event of an emergency, as determined by AUGUSTA, the DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the DEVELOPER'S expense and allow the DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event the DEVELOPER fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and the DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

(8) In this Agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include the heirs as well, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

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

Signed, sealed, and delivered in
the presence of

DEVELOPER:

GUN CLUB INVESTORS, LLC

Witness

By: _____
Matthew D. Mills

As Its: Manager

Notary Public
State of Georgia, County of Richmond

My Commission Expires: 12/20/2025

DAVID C. JONES
NOTARY
My Commission Expires
December 20, 2025
PUBLIC
RICHMOND COUNTY, GA

(Signatures continued on the next page.)

ACCEPTED BY:

AUGUSTA, GEORGIA

_____
Witness

By: _____
Garnett Johnson
As Its Mayor

_____
Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

Commission Meeting

April 2, 2024

2024 Public Official Liability/Employment Practices Liability Insurance Renewal

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Department: Finance – Risk Management Division

Presenter: Donna Williams

Caption: Motion to **approve** renewal of Augusta POL/EPL Insurance with Premium Quote for 2024 – 2025 POL/EPL coverage with MarshMcLennan Agency, current broker, through insurance carrier RSUI for a premium of $70,760. **(Approved by Finance Committee March 26, 2024)**

Background: Public Official Liability provides coverage for "wrongful acts" of the public entity and wrongful acts of individuals who act on behalf of the entity. A wrongful act means any actual or alleged breach of duty, neglect, errors, misleading statements, emissions or employment practices violation by an insured solely in the performance of the public entity. Augusta Richmond County has maintained continuous POL/EPL coverage since 1997. Acceptance of coverage gives additional protection to the assets of the Public Officials. Public Officials Liability (POL) coverage is claims made coverage, which means any claim which may be covered, would need to be filed during the policy period.

The Augusta Law Department (knowledge of decisions made by the Commission which may lead to a claim against the coverage and also knowledge of grievances, separations from employment, etc. which may lead to claims against the Employment Practice Endorsement to this coverage) is the group responsible for notifying the broker of potential claims and filing claims against this coverage.

Analysis: RFP awarded broker MarshMcLennan Agency sought quotes from the insurance market for POL/EPL coverage. RSUI provided the lowest quote to MarshMcLennan Agency, in the amount of $70,760.

Financial Impact: Premium for coverage is $70,760.

Alternatives: Drop coverage and retain all risk.

Recommendation: Approve coverage quoted by RSUI Insurance Company for a one year period for a premium of $70,760 for $2,000,000 in coverage and an SIR of $250,000.
Effective policy dates are April 19, 2024 - April 18, 2025.

Funds are available in the following accounts: 611-01-5212 Risk Management General Insurance Fund Account

REVIEWED AND APPROVED BY:

Finance

Law

Administrator

Clerk of Commission

MarshMcLennan Agency

Proposal for Insurance Services

Augusta, Georgia
Augusta Regional Airport Authority
Solid Waste Management Authority

Public Officials Liability

Presented By:
Phil S Harison Jr.
VP/Managing Director

Alec Miller, CLCS
Vice President

Effective:
April 19, 2024

Your future is limit[illegible]s.™

MISSION

Making a difference in the moments that matter for our colleagues, clients, and communities.

VISION

To be the world-class leader, revolutionizing our industry and our colleague and client experience

VALUES

- Integrity
- Collaboration
- Passion
- Innovation
- Accountability

Marsh & McLennan Agency Client Service Team

Marsh & McLennan Agency LLC
2601 Commons Blvd.
Augusta, GA 30909
Phone: 706-737-8811
Fax: 706-737-3413

Insurance Placement Administration	
Producer: Phil S Harison Jr. VP/Managing Director	Phone: 706 737-8811 Email: Phil.Harison@MarshMMA.com
Account Manager: Trish Phillips BI Account Manager	Phone: 706-737-8811 Email: Trish.Phillips@MarshMMA.com
Consultative Claims Services	
Claims Representative: Mitzi McCoy Claims Analyst	Phone: 706-737-8811 Email: Mitzi.McCoy@MarshMMA.com

Premium Summary and Comparison

Policy	Expiring Premium	Option #1 RSUI	Option #2 PGU	Option #3 Zurich
Public Official Liability / Employment Practices Liability	$70,760	$70,760	$98,716	Declined

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Named Insured Schedule

Named Insureds listed below may not apply to all coverages depending upon their insurable interest. Special care must be taken to insure all legal entities of your business, including any LLC (Limited Liability Corporation), JV (Joint Venture), and Partnerships. Many insurance policies do not cover these entities unless they are specifically named on the policy. It is important to notify your agent if an entity is formed during the policy term. Let us know if one of your entities is not listed below.

Named Insured	Public Officials Liability	Employment Practices Liability
Augusta, Georgia & Augusta Regional Airport Authority	X	X
Solid Waste Management Authority	X	X

Public Officials and Employment Practices Liabilty

Policy Term: April 19, 2024 to April 19, 2025
Insurer: RSUI Indemnity Company
AM Best Rating: A+ XIV

LIMITS

Description	Limit	Deductible
Public Officials Liability	$2,000,000	$250,000
Employment Practices Liability	$2,000,000	$250,000

Notable Coverage Extensions:

Shared Limits of Liability for Public Officials and Employment Practices Liability
Additional Defense Expense Limit - $1,000,000
Defense Expenses – Telecommunications Claims sublimit $100,000
Defense Expenses – Non-Monetary Damages sublimit $100,000 per claim, $300,000 aggregate
EPL Coverage - Vendor Liability Coverage for discrimination and sexual harassment

Extension Public Officials-EPL for Associated Entities (No Bond Exclusion)

Public Officials Additional Limit of Liability $1,000,000
Wage and Hour sublimit $100,000
Workplace Violence Sublimit
Third Party Coverage included
Notice of Nonrenewal – 90 Days
Exclusion Bodily Injury and Property Damage

Prior and Pending Litigation dates

04/19/97 Augusta, GA
04/19/03 Augusta Regional Airport Authority
08/01/04 Solid Waste Management Authority

Coverage Recommendations

We have been dependent upon information provided by you to evaluate your exposures to loss. However, if there are other areas that need to be evaluated, please bring these areas to our attention. ***Specifically, we ask that you review and consider the following items:***

HIGHER LIMITS: In today's litigious society, many businesses have found it necessary to increase their limits of liability to ensure adequate protection for their assets in the event of a loss. Higher limits of liability may be available. To ensure your level of comfort, please carefully review the limits of coverage shown in this proposal

BUSINESS INTERRUPTION: A time element coverage which pays for loss of earnings when business operations are curtailed or suspended due to property loss as a result of an insured cause of loss. Also covered are loss of rents and rental value. Extra expenses incurred to continue operations at another location are included as long as they reduce the total amount of loss.

BUILDING ORDINANCE: Provides coverage including (1) Demolition Cost, (2) Increased Cost of Construction, and (3) Coverage for Undamaged Portion of your "older" buildings. By law, a building not in conformance with current building codes could be required to be demolished or remodeled to satisfy all current building requirements. Insurance protection for these exposures is not contemplated by the standard property "form".

EMPLOYEE DISHONESTY: Reimburses you for loss of money or other property because of a fraudulent or dishonest act committed by an employee.

FLOOD INSURANCE: Protects your property against loss by flood, high tides or waves, or rising water due to severe storms, which are normally perils excluded by the "All Risk" property forms. Mudslide, if a result of general floods conditions, is also covered. Coverage against damage done by the rising or overflowing of bodies of water.

EARTHQUAKE INSURANCE: Protects your property against loss by earthquake and volcanic eruption, which are normally perils excluded by the "Special" property forms.

EMPLOYMENT PRACTICES LIABILITY: Insures against a wide spectrum of claims arising from the Americans With Disability Act, the Civil Rights Act of 1991, and other state and federal civil rights laws affecting employment related discrimination, sexual harassment and wrongful termination.

DIRECTORS & OFFICERS LIABILITY: Covers your officers and directors from claims brought because of alleged negligent acts and errors or omissions, while acting within the capacity of their official duties.

FIDUCIARY LIABILITY: The Employee Retirement Income Security Act (ERISA) imposed an obligation on employee benefit plan fiduciaries to act solely in the interest of participants and beneficiaries. Under the law, fiduciaries are personally liable for any breach of their responsibilities. Fiduciary Liability coverage protects the personal assets of trustees.

Coverage Recommendations - Continued

INTERNATIONAL:

Do you have any customers that have foreign sales, imports or exports?
Do you sell any products over the internet?
Do any of your employees travel outside the United States on business?
Do you attend trade fairs or exhibitions overseas?
Do you have any customers looking for new markets overseas – including Canada and Mexico?
Do you have any overseas facilities, licensing, subcontracting or joint ventures?
Do you have an Ocean Cargo policy?
Do you have any customers that travel overseas routinely to service sold products or equipment?

If you have answered yes to any of these questions, you may need to purchase local statutory required coverage for the country(s) where you have exposures. When companies do business in foreign countries, they can encounter a myriad of unfamiliar laws, languages and customs. Foreign Liability Insurance is the first line of defense against costly legal actions arising from events occurring outside U.S. borders.

POLLUTION:

Contractor's Pollution Liability (CPL): Provides coverage for loss as a result of claims for bodily injury, property damage, or clean-up costs caused by pollution conditions resulting from covered operations; applies to sudden and gradual pollution events; coverage can be amended to include vicarious professional exposure, non-owned disposal sites, transportation, and limited premises liability.

Pollution Legal Liability (PLL): facility-based coverage for listed locations; provides on-site and off-site coverage for bodily injury, property damage, and clean-up for pollution conditions on, at, under, or emanating from a covered location; coverage can be for pre-existing and/or new conditions; coverage can be amended to include non-owned disposal sites, transportation, and business interruption.

Tank Coverage: provides coverage for third-party claims and first-party remediation costs for a storage tank incident from a scheduled tank; coverage can be used to satisfy the insured's obligation to demonstrate financial responsibility under State Tank Financial Requirements.

POLICE PROF LIABILITY: Provides Professional Liability coverage for an entities Law Enforcement activities while performing their professional duties. The policies cover such perils as false arrest and civil rights violations.

Coverage Recommendations - Continued

PRIVACY LIABILITY AND NETWORK SECURITY LIABILITY COVERAGE:

Privacy Liability coverage is one of the fastest growing areas of Commercial Insurance, with Insurers now providing far more comprehensive coverage than they have in the past. Network Security coverage (or "Cyber Liability"), while still being a valid form of coverage, is simply inadequate on its own to fully protect a company's exposures under Privacy Legislation enacted in the last few years. Virtually every company has some form of Privacy Liability exposure and policies can be structured to provide the following:

- **Privacy Liability:**
  - Covers loss arising out of the organization's failure to protect sensitive personal or corporate information ***in any format***.
  - Provides coverage for regulatory proceedings brought by a government agency alleging the violation of any state, federal, or foreign identity theft or privacy protection legislation.
- **Privacy Claim Expenses Coverage:**
  - Covers expenses to retain a computer forensics firm to determine the scope of a breach, to comply with privacy regulations, to notify and provide credit monitoring services to affected individuals, and to obtain legal, public relations or crisis management services to restore the company's reputation.
- **Network Security Liability:**
  - Covers any liability of the organization arising out of the failure of network security, including unauthorized access or unauthorized use of corporate systems, a denial of service attack, or transmission of malicious code.
- **Internet Media Liability:**
  - Covers infringement of copyright or trade mark, invasion of privacy, libel, slander, plagiarism, or negligence arising out of the content on the organization's internet website.
- **Network Extortion:**
  - Covers extortion monies and associated expenses arising out of a criminal threat to release sensitive information or bring down a network unless consideration is made.
- **Network Business Interruption:**
  - Covers for Business Interruption Losses as a result of an interruption of computer systems caused by the failure of computer security systems to prevent:
    - a virus being introduced into the computer system, or
    - unauthorized access to the computer system.
- **Contingent Business Interruption:**
  - An extension to the Network BI Cover to provide cover for losses due to the impairment of the Insured company's business operations following a disruption to an IT Provider's system.
- **Professional Liability:**
  - For companies providing professional services to their clients, Privacy Liability policies can also be arranged to include a company's Professional Liability exposures in the technology field (which requires a specific insuring clause) or in providing non-technology services.

AM Best Rating Scale

BEST'S FINANCIAL STRENGTH RATING GUIDE – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

BCRs are distributed via the AM Best website at *www.ambest.com*. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission.

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Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

Coverage Description	Effective Dates
Public Officials Liability	April 19, 2024
Employment Practices Liability	April 19, 2024

(Please initial)

_____ Bind as Proposed

_____ Bind with the following changes

_____

_____

_____

_____

Authorized Signature _____

Title/Position _____

Date _____

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Compensation Disclosure and Limitation of Liability

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: https://mma.marshmma.com/non-us-affiliates . In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.

- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at https://www.marshmma.com/us/compensation-guide.html.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars ($10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev September 8, 2022

Minimum Earned & Deposit Premiums

Minimum Deposit
Minimum and deposit is the amount of premium due at inception. Although the policy is “ratable”, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum deposit premium. The policy may generate an additional premium on audit, but will not result in a return. If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

Minimum Earned Premium
A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

Flat Cancellations
Surplus lines carriers typically do not allow flat cancellations. Once the policy is in effect, some premium will be earned, and the amount or percentage is outlined in the policy.

Direct Bill Policies
Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Proposal Disclaimer

Marsh & McLennan Agency LLC (“MMA”) thanks you for the opportunity to discuss your insurance and risk management program. No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

We have evaluated your exposures to loss and developed this proposal based upon the information that you have provided to us. If you are aware of other areas of potential exposure that need to be evaluated or of additional information of which we should be aware prior to binding of coverage, please bring the other areas or additional information to our attention as soon as possible. Should any of your exposures change after coverage is bound, please notify us immediately.

Client Contracts

In the event that you enter into a contract that has specific insurance requirements, MMA will review your contract, but only in regards to the insurance requirements of the contract. The scope of our review will be to determine if the current insurance program which you have placed through our agency addresses the types and amounts of insurance coverage referenced by the contract. We will identify the significant insurance obligations and will provide a summary of the changes required in your current insurance program to meet the requirements of the contract.

Upon your authorization, we will make the necessary changes in your insurance program. We will also be available to discuss any insurance requirements of the contract with your attorney, if desired.

In performing a contract review, MMA is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, MMA is not undertaking to identify all potential liabilities that may arise under any such contracts. A contract review is provided solely for your information and should not be relied upon by third parties. Any descriptions of the insurance coverages are subject to the terms, conditions, exclusions, and other provisions of the contract and of the insurance policies and applicable regulations, rating rules or plans.

Credit Policy

Marsh & McLennan Agency (MMA) strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest items on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.

If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. MMA does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

Your Account Manager maintains on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

Did you know Marsh & McLennan Agency offers two options to pay your bill online, using a valid checking/savings account or via credit card? Our system is safe and secure and is an easy tool to pay your invoices online.

PAY YOUR BILL ONLINE

Direct Link to Payment via Checking/Savings Account: https://serviceapi.securfee.com/marshmma

Direct Link to Payment via Credit Card: https://serviceapi.securfee.com/marshmma

FREQUENTLY ASKED QUESTIONS

- You can pay any invoice using a valid Checking or Savings account or Credit Card.
- Both payment gateways seamlessly integrate with our existing website and can securely accept multiple payment options.
- Credit Card payments require a Policy Number, Named Insured & Address
- There will be a 3.5% fee charged to the cardholder by Secure.
- Checking/Savings payments require a Client Code/Bill to Code, Invoice #, Invoice Amount, Email Address, Policy Number, Named Insured & Address
- There is no additional fee for payments via valid Checking/Savings Account.

Commission Meeting

April 2, 2024

Richmond County Juvenile Court V.O.C.A. Grant

Department:	Juvenile Court
Presenter:	Nolan Martin, Superior Court Administrator
Caption:	Motion to **approve** the acceptance of a $100,000 VOCA Grant from the Criminal Justice Coordinating Council. **(Approved by Public Safety Committee March 26, 2024)**
Background:	The Richmond County Juvenile Court's Thrive Program was awarded a $100,000 grant to serve youth who have been victims of a crime.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	220022655
REVIEWED AND APPROVED BY:	N/A

REFERENCE NO.: 99999

Item 12.

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

Victims of Crime Act Assistance

SUBGRANT AWARD

SUBGRANTEE: Augusta/Richmond County

IMPLEMENTING AGENCY: Augusta/Richmond County

FUNDING CATEGORY: Victim Services

SUBGRANT NUMBER: C22-8-185

FEDERAL FUNDS: $ 100,000

MATCHING FUNDS: $ 0

TOTAL FUNDS: $ 100,000

GRANT PERIOD: 10/01/23-09/30/24

Award is hereby made in the amount and for the period shown above for a grant under the Victims of Crime Act of 1984, Title II, of Public Law 98-473. The award is made in accordance with the plan set forth in the application of the subgrantee and subject to any attached special conditions.

The subgrantee has agreed through the previously executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Victims of Crime Act. This subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 02/28/24

SUBGRANTEE APPROVAL

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

58-2204274-004
Employer Tax Identification Number (EIN)

****
INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	99999	1	10/01/23	9		**	C22-8-185
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	99999				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	FY23 VOCA Competitve Grant	624.41	$ 100,000

100

Commission Meeting

April 2, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the minutes of the regular meeting of the Commission held Tuesday, March 19, 2024 and the Special Called Meeting held Tuesday March 25, 2024.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta
GEORGIA

COMMISSION MEETING MINUTES

Commission Chamber
Tuesday, March 19, 2024
2:00 PM

PRESENT
Mayor Garnett Johnson
Commissioner Brandon Garrett
Commissioner Jordan Johnson
Commissioner Bobby Williams
Commissioner Alvin Mason
Commissioner Sean Frantom
Commissioner Francine Scott
Commissioner Catherine Smith-McKnight
Commissioner Stacy Pulliam
Commissioner Tony Lewis

ABSENT
Commissioner Wayne Guilfoyle

INVOCATION

Reverend Thurman S. Norville, Jr., Pastor, St. James Methodist Church

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

RECOGNITION(S)

A. **Congratulations!** 2023-2024 Westside Patriots Boys Basketball Team the Georgia High School Association's 2A State Basketball Champions. **(Requested by Commissioner Bobby Williams)**

   Recognition of the 2023-2024 Westside Patriots Boys Basketball Team as the Georgia High School Association's 2A State Basketball Champions.

B. **Mr. Moses Todd** presentation of $500 from Plumbing & Steamfitter UA Local Union.150 to Coach Jerry Hunter Westside Patriots High School Boys Basketball Team; 2023-2024 Georgia 2A Champions.

   Presentation is made by Mr. Todd.

DELEGATION(S)

C. **Greater Augusta Arts Council's** selected finalists for the Gateway Sculpture at the Sand Bar Ferry Road location.

Presentation is made of the selected finalists for the Gateway Sculpture at the Sand Bar Fe Road location.

D. Mr. Ben Hasan- Discuss NVS Contract.

Presentation is made by Mr. Hasan.

CONSENT AGENDA

(Items 1-21)

PLANNING

1. **Z-24-04** – A request for concurrence with the Augusta Planning Commission to **approve** the petition by Morton McGann requesting a rezoning from zone **B-1 (Neighborhood Business) to zone LI (Light Industrial)** affecting property containing approximately 0.36 acres located at **2228 M L King Boulevard.** Tax Map #072-1-134-00-0.

   Motion to approve.

   Motion made by Garrett, Seconded by Mason.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

   Motion carries 9-0.

2. **Z-24-12** – A request for concurrence with the Augusta Planning Commission to **approve** the petition by JSMG Development, LLC, to remove condition number 1 from previously approved Z-22-50 and rezone the property from zone **R-3B (Multiple-family Residential) to zone R-1E (Single-family Residential)** with conditions affecting property containing approximately 6.56 acres located at **3125 Richmond Hill Road.** Tax Map #121-0-005-00-0.

   Motion to approve.

   Motion made by Williams, Seconded by Frantom.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

   Motion carries 9-0.

PUBLIC SERVICES

3. Motion to **approve** 2024 Ground Transportation Agreement with Lyft, Inc. Approved by the Augusta Aviation Commission on February 29, 2024. **(Approved by Public Services Committee March 12, 2024)**

   Motion to approve.

   Motion made by Garrett, Seconded by Mason.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

   Motion carries 9-0.

4. Motion to **approve** Gates 3 and 4 Terminal Rehabilitation Project, Change Order No. 1. Approved by the Augusta Aviation Commission on February 29, 2024. (23BFA161) **(Approved by Public Services Committee March 12, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.
Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 9-0.

ADMINISTRATIVE SERVICES

5. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to Vetted Investments and Acquisition to develop new construction of four (4) affordable single family units on Lyman Street.**(Approved by Administrative Services Committee March 12, 2024)**

   Motion to approve.

   Motion made by Garrett, Seconded by Mason.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

   Motion carries 9-0.

6. Motion to **approve** the transfer of funds from E911 fund balance to E911 Capital balance in the amount of $231,418 for the emergency replacement of the power generator at E911 Emergency Services Department by Georgia Power. **(Approved by Administrative Services Committee March 12, 2024)**

   Motion to approve.

   Motion made by Garrett, Seconded by Mason.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

   Motion carries 9-0.

7. Motion to **accept** the FY24 GCIP Grant award for Communications Internship. The ACCG Civic Affairs Foundation provides the Summer 2024 Georgia County Internship Program (GCIP) funding in the amount of $3,259.50. **(Approved by Administrative Services Committee March 12, 2024)**

   Motion to approve.

   Motion made by Garrett, Seconded by Mason.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

   Motion carries 9-0.

8. Motion to **approve** utilizing the state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of one Ford F250, at a total cost of $55,768 from Allan Vigil Ford for the Richmond County Sheriff's Office. **(Approved by Administrative Services Committee March 12, 2024)**

   Motion to approve.

   Motion made by Garrett, Seconded by Mason.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 9-0.

9. Motion to **approve** Housing and Community Development Department's (HCD's) request of **$72,846.01** to provide funding for the amendment of one (1) agreement involving the installation of one (1) road within the Twiggs Street Corridor identified as **Ace Alley:** part of the Laney Walker/Bethlehem Revitalization Project. Work has been completed. **(Approved by Administrative Services Committee March 12, 2024)**

   Motion to approve.

   Motion made by Garrett, Seconded by Mason.
   Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

   Motion carries 9-0.

ENGINEERING SERVICES

10. Motion to **approve** adding Brown Street to the Residential Parking Permit Program per the Augusta, Georgia Code section 3-5-95.11. **(Approved by Engineering Services Committee March 12, 2024)**

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

11. Motion to **approve** and receive as information attached Exhibit A listed Emergency procured Services for purchase of a Rhythm In-Sync Traffic Signal System for the temporary traffic signal at Washington Rd. and River Ridge Drive. **(Approved by Engineering Services Committee March 12, 2024)**

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

12. Motion to **approve** payment to Thompson Construction Group for services rendered at the Goodrich Street Raw Water Pumping Station as a sole source procurement. **(Approved by Engineering Services Committee March 12, 2024)**

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

13. Motion to **approve** Sole Source Procurement of Repair Parts for Hypochlorite Generator. **(Approved by Engineering Services Committee March 12, 2024)**

    Motion to approve.

Motion made by Garrett, Seconded by Mason.
Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 9-0.

14. Motion to **approve** Lead and Copper Rule Revision Water Service Line Inventory Development Contract for AUD to HDR Engineering, Inc. (RFP #24-150) **(Approved by Engineering Services Committee March 12, 2024)**

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

15. Motion to **approve** award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of $6,751,823.05 for Wrightsboro Road reconstruction & pedestrian Improvements Project (Marks Church Rd to Highland Ave.), subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #23-238 **(Approved by Engineering Services Committee March 12, 2024)**

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

16. Motion to **approve** proposal from Cranston Engineering Group, P.C. to provide additional engineering services to the sewer design for the Augusta Corporate Park Utility Extension. (CO2_22AUA011) **(Approved by Engineering Services Committee March 12, 2024)**

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

17. Motion to **approve** contract with Cranston Engineering to perform survey duties related to various USGS River Gaging Stations for $66,620.00. **(Approved by Engineering Services Committee March 12, 2024)**

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

FINANCE

18. Motion to **approve** tasking the Administrator to arrange for the Commission to host a mee include the Sheriff's Office leadership, Jail administration, Court administration, Judges, the District Attorney's Office, the Solicitor's Office, Probation Services office, Social Services office, Pre-Trail Services and Carl Vinson Institute of Government regarding an effort to discuss ways to clear the backlog of cases in order to help reduce the jail population at the Webster Detention Center. **(Approved by Finance Committee Mach 12, 2024)**.

    Motion to approve with the correction to include the Urban Institute in place of the Carl Vinson Institute of Government.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

PUBLIC SAFETY

19. Motion to **award** Bid Item 24-137 Roof Service & Repair for the Augusta Fire Department to Vertex Roofing Company and authorize the Mayor to sign all appropriate documentation. **(Approved by Public Safety Committee March 12, 2024)**

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

PETITIONS AND COMMUNICATIONS

20. Motion to **approve** the minutes of the Regular Meeting of the Commission held **March 5, 2024** and Special Called Meeting held **March 12, 2024**.

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

APPOINTMENT(S)

21. Motion to **approve** the appointment to the Keiyonna L. Lighten-Solomon to the Augusta Canal Authority representing **District 2**.

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    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 22-30)

PUBLIC SERVICES

22. Consider actions against the business and/or alcohol license of Smart Grocery and Ziden Grocery, LLC (Stop N' Go) including probation, up to termination. **(Requested by Commissioner Bobby Williams)**

    Motion to refer this item to the next Commission meeting and ask Planning & Development to provide the proper notification to the affected businesses.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

23. Motion to rescind the 6 months probation for club Climax AKA Club Rain 1855 Gordon Hwy for failure to comply with ARC alcohol ordinance. **(Requested by Commissioner Stacy Pulliam)**

    Motion to approve referring this item to the next Commission meeting on April 2.

    Motion made by Pulliam, Seconded by Frantom.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam

    Mr. Lewis out.

    Motion carries 8-0.

ADMINISTRATIVE SERVICES

24. Motion to approve the award of bid #24-187, Grounds Maintenance Services for Various Facilities and Library Locations to the following compliant vendors for the year 2024 and 2025.

    LEP Contracting, LLP for services to be rendered to the Municipal Building, Public Defender's Office, and Transit Bus Operations Maintenance Facility in the sum of $54,975.00 for FY24 and $56,074.50 for FY25.

    Yellowstone Landscape for services to be rendered at Sheriff's Administration and Augusta Judicial Center in the sum of $37,944.00 for FY24 and $37,944.00 for FY25.

    A.S.A.P. Landscape Management to perform services for the following library locations: Headquarters Library, Appleby Library, Friedman Library, Maxwell Library in the total amount of $22,860.00 for FY24 and $24,573.88 for FY25.

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Motion carries 9-0.

25. Motion to **approve** price proposal Option B, not to exceed the greater of 2.5% of total ESCO Sell Price or minimum of $250,000, from IBA Consulting Engineers, Inc. dba **NV5 Consultants.**

    Motion to approve moving this item out for 30 days.

    Motion made by Williams.

    Motion dies for lack of a second.

    Motion to refer this item back to the next Commission meeting after the Masters on April 16.

    Motion made by Williams, Seconded by Garrett.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Pulliam, Lewis
    Voting Nay: Smith-McKnight

    Motion carries 8-1.

26. Approve Phase 2 Audit of City-County Buildings by TRANE as it Relates to the Augusta-Richmond County Energy Savings PACT Project. In addition, approve payment of **$398,00.00** to TRANE for Phase 2 audit. **(No recommendation from Administrative Services Committee March 12, 2024)**

    Motion to approve moving this item out for 30 days.

    Motion made by Williams.

    Motion dies for lack of a second.

    Motion to refer this item back to the first Commission meeting after the Masters on April 16.

    Motion made by Williams, Seconded by Garrett.

    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Pulliam, Lewis

    Voting Nay: Smith-McKnight

    Motion carries 8-1.

ENGINEERING SERVICES

27. Update on right of way maintenance schedule for 2024 **(Requested by Commissioner Jordan Johnson)**

    It was the consensus of the Commission that this item be received as information without objection.

28. Motion to **approve** the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for $21.86 per house, per month. (Referred from February 27 Engineering Services Committee) **(No recommendation from Engineering Services Committee March 12, 2024)**

    Motion to refer this item to the next Engineering Services Committee meeting.

    Motion made by Garrett, Seconded by Smith-McKnight.

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

Mr. Frantom out.

Motion carries 8-0.

29. Motion to authorize condemnation to acquire a portion of property, for federal highway funded and GDOT administered, Wheeler Road right of way and permanent easement (Parcel 030-0-008-02-0) 3744 Wheeler Road.

    Motion to approve.

    Motion made by Garrett, Seconded by Mason.
    Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

    Motion carries 9-0.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

ADDENDUM ITEMS

1. RECOGNITION:
   Congratulations! 2024 February Years of Service (YOS) 25-50 year recipients.

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

   Presentations are made to the February 2024 Years of Service recipients.

2. DELEGATION:
   Correction:
   D. Mr. Ben Hasan: Discuss NVS Contract. Correction: Discussion should be NV5.

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

CALLED MEETING

COMMISSION CHAMBER
March 26, 2024

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, March 26, 2024, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Williams, Mason, Frantom, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

ABSENT: Hons. Garrett and Johnson, members of Augusta Richmond County Commission.

Mr. Mayor: Good afternoon, everyone. Madam Clerk, we'll call this meeting to order. Attorney Brown.

1. **LEGAL MEETING**
   A. **Pending and potential litigation**
   B. **Real estate**
   C. **Personnel**

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

Ms. McKnight: So move.

Ms. Scott: Second.

Mr. Mayor: That's a proper motion and a second. Madam Clerk, we're voting.

Mr. Mason and Mr. Frantom out.
Motion carries 6-0.

Mr. Mayor: Thank you, Madam Clerk. We are hereby in executive session. Thank you so much.

[EXECUTIVE SESSION]

Mr. Mayor: Good afternoon, ladies and gentlemen. Madam Clerk, 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: Yes, Mayor Johnson, Commissioners, we request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Mr. Mason: Second.

Mr. Mayor: There's a motion and a second. I think I heard Commissioner Mason chime in first. Colleagues, we're voting.

Ms. Pulliam out.
Motion carries 7-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, are there any motions as a result of our executive session?

Mr. Brown: Yes, we do, sir. We request a motion to adopt a resolution authorizing the settlement of all claims of Gerald Griffin and Paula Griffin in the amount of $22,000 and authorize the Augusta, Georgia Interim Administrator to disburse the aggregate amount of $22,000 and for other purposes.

Mr. Frantom: So moved.

Mr. Mayor: There is a motion. Is there a second?

Mr. Mason: Second.

Mr. Mayor: There's a second from Commissioner Mason. Madam Clerk, we're voting.

Motion carries 8-0.

Mr. Mayor: Thank you so much. Attorney Brown.

Mr. Brown: Yes, Mayor Johnson, there's one other motion but we would need a Risk Management representative to step forward to further enlighten the Commission regarding the exact amount.

Mr. Mayor: All right. Madam, if you would for the record, please state your name and the department you represent.

Ms. Blackstone: Judy Blackstone, Risk Management Department.

Mr. Mayor All right, you have the floor.

Mr. Brown: If I may, sir, the amount previously discussed by this body was $34,100, however, it has come to my attention that there are additional costs that must be compensated for.

Mr. Mayor: All right.

Ms. Blackstone: Okay, so as discussed before, the $34,100 was brought before you to settle the claim with the homeowner and there is an additional $19,846.86 that will be payable to Servepro for the cleanup, however, that is within the Administrator's authority which is why I didn't mention it in the previous meeting.

Mr. Mayor: All right.

Mr. Brown: The total, if I may, if the body does not have any questions and understands the Risk Management process, I'm prepared to read the resolution that has been prepared.

Mr. Mayor: I would say for the record, please.

Mr. Brown: Thank you, sir. We would request a motion to adopt the resolution authorizing the settlement of all claims with Dan Lambert in the amount of $34,100 and authorize the Augusta, Georgia Interim Administrator to disburse the aggregate amount of $53,946.86 and $18,846.86 will be paid for Servepro for their services regarding this matter.

Mr. Mayor: All right, is there a motion to approve this?

Mr. Frantom: Motion to approve.

Mr. Mayor: There is a motion. Is there a second?

Mr. Mason: Reluctantly, second.

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

Motion carries 8-0.

Mr. Mayor: Attorney Brown, does that conclude our –

Mr. Brown: Yes, sir, Mayor Johnson. There are no further motions.

Mr. Mayor: Thank you so much. This meeting is hereby adjourned. Turn it over to Public Services. Thank you so much.

[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 March 26, 2024.

_____
Clerk of Commission

Commission Meeting

April 2, 2024

Smart Grocery and Ziden Grocery

Department:	N/A
Presenter:	N/A
Caption:	Consider actions against the business and/or alcohol license of Smart Grocery and Ziden Grocery, LLC (Stop N' Go) including probation, up to termination. **(Requested by Commissioner Bobby Williams deferred from the March 19, 2024 Commission Meeting)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta
GEORGIA

Committee Meeting

Meeting Date: March 5, 2024

Smart Grocery and Ziden Grocery, LLC (Stop N' Go)

Department:	Planning and Development Department
Presenter:	Carla Delaney
Caption:	Consider actions against the business and/or alcohol license of Smart Grocery and Ziden Grocery, LLC (Stop N' Go) including probation, up to termination.
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	Consider actions against the business and/or alcohol license of Smart Grocery and Ziden Grocery, LLC (Stop N' Go) including probation, up to termination.
Funds are available in the following accounts:	
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

February 29, 2024

Smart Grocery
3221 Wrightsboro Rd
Augusta, Ga. 30909

HAND-DELIVERED

Dear Mr. Kaur,

The Augusta Commission on Tuesday, March 5, 2024, at 2:00pm will take into consideration the status of the business and/or alcohol license for Smart Grocery located at 3221 Wrightsboro Rd. Concerns for the public health, good, and safety in addition to the sheriff's office data have prompted the review.

The commission intends to further the discussion and speak with the property owners regarding security, and licensing. Please make every attempt to attend or send a representative.

If the public is adversely affected, the Augusta Commission's next steps may be pursuant to *Augusta-Richmond County Code of Ordinances Section 2-1-38 Procedures for Probation, Suspension, Revocation, or Denial of a Business Tax Certificate*. An excerpt from the ordinance is provided below.

Section 2-1-38 (a) Any business having a business tax certificate issued under this Ordinance may be placed on probation, and the business tax certificate may be suspended, revoked and/or denied by the Augusta-Richmond County Commission after a finding of due cause. Due cause for the probation of a business, or the suspension, revocation or denial of a business tax certificate shall include but shall not be limited to the following:

Sec 2-1-38(a)(6), *The applicant or holder of the certificate fails to adequately supervise and monitor the conduct of the employees, patrons and others on the subject premises, or on any property owned or leased by the applicant or holder, including but not limited to parking lots and parking areas, or on any parking lots or areas which may be lawfully used by patrons of the establishment of the applicant or holder, in order to protect the safety and well-being of the general public and of those using the premises.*

The meeting is to be held at the municipal building, address is 535 Telfair St. Augusta, GA 30901. 2nd Floor, Linda Beard Rm. If our department can further assist, please call or email me at (706) 821-1796.

Regards,

Carla Delaney
Director
Planning and Development
Phone: 706.821.1796
Email: cdelaney@augustaga.gov

Augusta GEORGIA

PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

February 29, 2024

Zidan Grocery, LLC
1649 Olive Road
Augusta, Ga. 30904

HAND-DELIVERED

Dear Mr. Mohammed,

The Augusta Commission on Tuesday, March 5, 2024, at 2:00 pm will take into consideration the status of the business and/or alcohol license for Zidan Grocery located at 1649 Olive Rd. Concerns for public health, good, and safety in addition to the sheriff's office data have prompted the review.

The commission intends to further the discussion and speak with the property owners regarding security, and licensing. Please make every attempt to attend or send a representative.

In the event, that the public is adversely affected, the Augusta Commission's next steps may be according to *Augusta-Richmond County Code of Ordinances Section 2-1-38 Procedures for Probation, Suspension, Revocation, or Denial of a Business Tax Certificate.* An excerpt from the ordinance is provided below.

Section 2-1-38 (a) Any business having a business tax certificate issued under this Ordinance may be placed on probation, and the business tax certificate may be suspended, revoked and/or denied by the Augusta-Richmond County Commission after a finding of due cause. Due cause for the probation of a business, or the suspension, revocation or denial of a business tax certificate shall include but shall not be limited to the following:

Sec 2-1-38(a)(6), *The applicant or holder of the certificate fails to adequately supervise and monitor the conduct of the employees, patrons and others on the subject premises, or on any property owned or leased by the applicant or holder, including but not limited to parking lots and parking areas, or on any parking lots or areas which may be lawfully used by patrons of the establishment of the applicant or holder, in order to protect the safety and well-being of the general public and of those using the premises.*

The meeting is to be held at the municipal building, address 535 Telfair St. Augusta, GA 30901. 2nd Floor, Linda Beard Rm. If our department can further assist, please call or email me at (706) 821-1796.

Regards,

Carla Delaney
Director
Planning and Development
Phone: 706.821.1796
Email: cdelaney@augustaga.gov

Commission Meeting

April 2, 2024

Club Climax AKA Club Rain

Department:	N/A
Presenter:	N/A
Caption:	Motion to **rescind** the 6 months probation for club Climax AKA Club Rain 1855 Gordon Hwy for failure to comply with ARC alcohol ordinance. **(Requested by Commissioner Stacy Pulliam deferred from the March 19, 2024 Commission Meeting)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

Meeting Date: April 2, 2024

Augusta Aviation Responsibilities

Department:	N/A
Presenter:	N/A
Caption:	Discuss the Augusta Aviation Commission responsibilities and duties, as detailed in the Augusta Code.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

Meeting Date: April 2, 2024

HCD _ Augusta GICH Task Force Approval Request

Department: HCD

Presenter: Hawthorne Welcher

Caption: Motion to approve the creation of an "Augusta Georgia Initiative for Community Housing (GICH) Taskforce" and give authority to the Office of Administration/HCD to use identified budget funding ($30,000 max @ $15,000/office department) to support the initiative on behalf of Augusta, Georgia.

Background: The purpose of this task force is to represent and participate in the University of Georgia's GICH Program related initiatives which includes applying participate and administer workshops, trainings, community meetings, annual retreats for a term of three years.

On behalf of the Augusta Georgia-Richmond County's Office of the Mayor, with guidance from the Office of Administration, the Augusta, Georgia Housing and Community Development Department (HCD) submitted a program application to the University of Georgia's Georgia Initiative for Community Housing Program. Out of seventeen (17) applications submitted, Augusta received a notification that it was selected to be one of five (5) communities to participate in the GICH 2024 Community Cohort program on October 2, 2023. This is achieved through: Technical assistance; Collaboration; Expert presenters; Training; Facilitation; Consensus building, and Networking and Mentoring."

Established in 2004, GICH was created because of Georgia's experience with the National League of Cities' Affordable Housing Program and the Magnolia Awards for Excellence in Affordable Housing. It is now a subsidiary of the University of Georgia's College of Family and Consumer Sciences, and its purpose is to help Georgia communities "improve their quality of life and economic vitality through the development of locally driven housing and revitalization strategies."

Through partnerships with recognized global and state organizations such as Wells Fargo, Georgia Power, the University of Georgia's College of Family and Consumer Sciences, the University of Georgia's Archway Partnership, Georgia Department of Community Affairs, the Georgia Municipal Association, Capital for Families and Communities, a total of ninety-three (93) communities have successfully benefited from GICH.

Analysis: The team is comprised of representatives from twenty-three (23) industry leaders, Augusta Georgia Departments, auxiliary authorities, and community representatives, led by a Core Group to include: Team Speaker Porsha Beasley (Coast to Coast Real Estate), Co-Speaker, Keona Shaw (Office of the Mayor for Augusta, Georgia), Bernadette Fortune (Augusta/CSRA Habitat for Humanity), Lasima Turmon (Communities Foundation of the CSRA), Commissioners Stacy Pulliam and Francine Scott, Interim Administrator Takiyah Douse, and Director//Deputy Director of HCD Hawthorne Welcher and Shauntia Lewis.

If approved, the taskforce will begin a three-year technical assistance program wherein the respective housing team will a) attend two retreats a year with other participating communities; b) identify issues and needs, available resources, and potential obstacles. c) develop innovative ideas about meeting local housing needs and enhancing community development. d) learn about best practices, available resources, and funding for housing and community development. e) produce a community housing plan with objectives and goals, and d) begin implementing the action plan to create a portfolio strategy to improve the housing condition within District Two Turpin Hill community.

Financial Impact: Total Allocation of 30,000, split equally between the Office of Administration and HCD.

Alternatives: Do not approve HCDs request.

Recommendation: Approve the creation of an “Augusta Georgia Initiative for Community Housing (GICH) Taskforce” and give authority to the Office of Administration/HCD to use identified budget funding ($30,000 max @ $15,000/office department) to support the initiative on behalf of Augusta, Georgia.

Funds are available in the following accounts: The Augusta Georgia Administrator’s Office and HCD.

REVIEWED AND APPROVED BY: N/A

Commission Meeting

April 2, 2024

Augusta Land Bank Authority

Department:	N/A
Presenter:	N/A
Caption:	Request work session with the Augusta Landbank Authority to discuss their duties, responsibilities and benefits of having a Landbank Authority. **(Requested by Commissioner Stacy Pulliam)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

April 2, 2024

Processes and Procedures of Expenditure Reports

Department:	N/A
Presenter:	N/A
Caption:	Discuss processes and procedures of expenditure reports by the department heads and who approves the reports. **(Requested by Commissioner Sean Frantom) (No recommendation from Finance Committee March 26, 2024)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Sean Frantom
Sent: Monday, March 18, 2024 10:42 AM
To: Lena Bonner
Subject: Agenda item

Ms. Bonner,

Please add the following agenda item to the next finance committee-

Discuss processes and procedures of expenditure reports by the dept heads and who approves the reports.

Thanks,
Sean

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AED:104 1

Commission Meeting

April 2, 2024

Update on the operational audit

Department:	N/A
Presenter:	N/A
Caption:	**Update** on the Operational Audit. (**Requested by Commissioner Catherine McKnight)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

April 2, 2024

Parks & Rec Department Audit

Department: N/A

Presenter: N/A

Caption: Motion to **complete** an audit in 90 days on the Parks & Rec Dept. for 2021-2023 in the following areas: **(Requested by Commissioner Sean Frantom)**

-Lake Olmstead detail expenditures and ledger codes

-All Community Centers list of user groups and the dollar amount taken in with each group

-River Walk Expenditures from all areas including the additional $150,000 for Eight Street Bulkhead

-All Vendor Expenditures and the jobs they performed including consultants, lawn services, etc.

-All park expenditures broken down by the park with the ledger codes (including Fleming Park)

-All Hotel stays with locations by all employees in the department

-Candle Light Jazz money totals for each date and how is the money was collected and used

-IT department review of any deleted files for the department that are personnel or financial

-Review all contracts of $25,000 or less for department head signature on the document

Plus, bring back recommendations of what we can make automated vs. paper (Ex. green notebook situation).

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Sean Frantom
Sent: Thursday, March 28, 2024 6:18 AM
To: Lena Bonner
Cc: Donna Williams; Takiyah A. Douse
Subject: Agenda Item for Tuesday

Ms. Bonner,

Please add the following agenda item to the agenda -

Motion to complete an audit in 90 days on the Parks & Rec Dept for 2021-2023 in the following areas:

-Lake Olmstead detail expenditures and ledger codes
-All Community Centers list of user groups and the dollar amount taken in with each group
-River Walk Expenditures from all areas including the additional $150,000 for Eight Street Bulkhead
-All Vendor Expenditures and the jobs they performed including consultants, lawn services, etc.
-All park expenditures broken down by the park with the ledger codes (including Fleming Park)
-All Hotel stays with locations by all employees in the department
-Candle Light Jazz money totals for each date and how is the money was collected and used
-IT department review of any deleted files for the department that are personnel or financial
-Review all contracts of $25,000 or less for department head signature on the document

Plus, bring back recommendations of what we can make automated vs. paper (Ex. green notebook situation).

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AED:104.1

Commission Meeting

April 2, 2024

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A