



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, February 20, 2024

2:00 PM

INVOCATION

Pastor Luke Niday, Assistant Pastor, Local Outreach and Mercy, First Presbyterian Church Augusta

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

RECOGNITION(S)

A. **Congratulations!** 2024 January Years of Service (25-50 year) recipients.

CONSENT AGENDA

(Items 1-20)

PLANNING

1. **Z-24-05** – A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Olde Town Augusta, LLC, requesting a **rezoning from zone R-3C (Multiple-family Residential) to zone B-1 (Neighborhood Business)** affecting property containing approximately 0.17 acres located at 602 Third Street. Tax Map #047-4-350-01-0. **DISTRICT 1**
2. **Z-24-06** – A request for concurrence with the Augusta Planning Commission to **DENY** this petition by Charlotte Garnes requesting a rezoning from zone **R-1A (One-family Residential) to zone R-3A (Multiple-family Residential)** affecting property containing approximately 0.26 acres located at **3202 Rushing Road**. Tax Map #121-2-091-00-0. **DISTRICT 5**
3. **SE-24-01** – A request for concurrence with the Augusta Planning Commission to **DENY** this petition by Charlotte Garnes requesting a **special exception** per Section 16-2(g) of the Comprehensive Zoning Ordinance to establish a lodging or boarding house affecting property containing approximately 0.26 acres located at **3202 Rushing Road. Zoned R-1A (One-family Residential)**. Tax Map #121-2-091-00-0. **DISTRICT 5**
4. **Z-24-07** – A request for concurrence with the Augusta Planning Commission to **DENY** this petition by Yurui Huang requesting a rezoning from zone **R-1A (One-family Residential) to zone B-1 (Neighborhood Business)** affecting property containing approximately 0.25 acres located at **3333 Wrightsboro Road**. Tax Map #041-4-038-00-0. **DISTRICT 5**
5. **Z-24-08** – A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by J.B. Wall Investments requesting a rezoning from **zone R-1B (One-family Residential) to zone R-1C (One-family Residential)** affecting property containing

approximately 0.41 acres located at **1513 C and S Drive**. Tax Map #041-4-089-00-0. **DISTRICT 2**

- 6. Z-24-09** – A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Hull Barrett on behalf of Augusta National Inc, RC Eagle I, II, III, IV & V, LLC, and et. al., requesting a **rezoning from zone R-1 (One-family Residential), R-1A (One-family Residential), R-3A (Multiple-family Residential), R-3B (Multiple-family Residential), PUD (Planned Used Development), P-1 (Professional/Office), B-1 (Neighborhood Business) and B-2 (General Business) to zone B-2 (General Business)** affecting properties containing approximately 506.19 acres located at **2708, 2712, 2713, 2722, 2724, 2726 Cherry Lane, 100, 229, 313, 327, 329, 335 344, 347, 349, 353, 355, 357, 360 and 420 Berckmans Road, 319, 321, 325, 330, 331, 346, 347, 350, 351, 354, 355 and 374 Heath Drive, 2704 and 2709 Hillside Lane, 2604, 2700, 2702, 2728 Washington Road, 2604 Washington Road (Tracts 1-6), 2716-2720 Washington Road (even #s), 2732-2742 Washington Road (even#s), and 1117 Stanley Drive** (54 tax parcels). A complete list of tax parcels is available in the Planning and Development office upon request. **DISTRICT 1 & 7**
- 7. Z-24-10** – A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Bowen A. Klosinski on behalf of Parker South, LLC, requesting a **rezoning from zone R-1C (One-family Residential) to zone R-2 (Two-family Residential)** affecting property containing approximately 0.16 acres located at **1720 Watkins Street**. Tax Map #035-4-191-00-0. **DISTRICT 1**
- 8. Z-24-11** – A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Locke McKnight on behalf of Stables Management Development requesting a **rezoning from zone R-1C (One-family Residential) and R-3B (Multiple-family Residential) to zone R-3C (Multiple-family Residential)** affecting properties containing approximately 3.21 acres located at **728 Heard Avenue and 2083 Heckle Street**. Tax Map #035-3-215-00-0 and 035-3-238-00-0. **DISTRICT 3**

PUBLIC SERVICES

- 9.** Motion to **approve one-year suspension** of the Alcohol License for Allen Vonceillies, **Club Climax a/k/a Club Rain, 1855 Gordon Highway**, for failure to comply with Augusta-Richmond County Alcohol Ordinance. **(Approved by Public Services Committee February 13, 2024)**
- 10.** Motion to **approve** FAA Reimbursable Agreement Masters 2024. Approved by the Augusta Aviation Commission on January 25, 2024. **(Approved by Public Services Committee February 13, 2024).**
- 11.** Motion to **approve** the recommendation of the Administrator to allow Planning & Development, the Administrator, and the Law Department to work together to formulate a letter to send to the owners of the Super 8 Hotel/Washington Road outlining some expectations relating to a disciplinary process whereby the individual is first warned and then some additional discipline that could occur if their behavior continues. **(Approved by Public Services Committee February 13, 2024)**

ADMINISTRATIVE SERVICES

- 12.** Motion to **approve** utilizing the state contract (#SWC 9999-001-SPD0000183-002) for the purchase of two Chevrolet Tahoes at a total cost of \$118,857.40 from Hardy Chevrolet for the Richmond County Sheriff's Office. **(Approved by Administrative Services Committee February 13, 2024)**

- 13.** Motion to **approve** the amendment of Purchase Order P434867 for Diamond Lakes Scoring Towers to add an additional **\$154,687.75** for additional work completed. Additional funds will be taken from SPLOST 8 Facility Maintenance/ Existing Facilities (including Craig Houghton).(**Approved by Administrative Services Committee February 13, 2024**)
- 14.** Motion to **approve** streaming the **Planning & Zoning Commission** and Board of Zoning Appeals meetings online. (**Approved by Administrative Services Committee February 13, 2024**)
- 15.** Motion to **approve** the recommendation of the Administrator to allow the Augusta Rowing Club to remain in their current location on the lower level of the Augusta Boathouse and to utilize the remaining funds in **SPLOST** allocated for the Boathouse for stabilization efforts to include the **demolition of the deck, the removal of the HVAC system, mold remediation in the facility, the removal of the insulation and the girders on the first floor and the construction of access steps to gain entry into the interior of the building from the front** with an estimated funding cost of **\$400,000** for the project. (**Approved by Administrative Services Committee February 13, 2024**)

ENGINEERING SERVICES

- 16.** Motion to **approve** funds for extending the contract with Blair Construction, Inc. to perform asphalt patch repair, concrete curb and sidewalk replacement for the Utilities Department. (**Approved by Engineering Services Committee February 13, 2024**)
- 17.** Motion to **approve** Amendment No. 11 to the Contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities. (**Approved by Engineering Services Committee February 13, 2024**)

PUBLIC SAFETY

- 18.** Motion to **approve** the Statewide Mutual Aid and Assistance Agreement between Augusta, GA, GEMA, and Homeland Security and to authorize the mayor to execute all appropriate documents. (**Approved by Public Safety Committee February 13, 2024**)
- 19.** Motion to **approve** the purchase of a GPS system (vendor: UniteGPS) for the Richmond County Sheriff's Office vehicles. (RFP 21-121) (**Approved by Public Safety Committee February 13, 2024**)

PETITIONS AND COMMUNICATIONS

- 20.** Motion to **approve** the minutes of the Augusta Commission held January 16, 2024 and February 6, 2024 regular meetings and the Special Called Meetings held January 30, 2024 and the February 13, 2024.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 21-30)

ADMINISTRATIVE SERVICES

- 21.** Receive a recommendation from the Central Services Department regarding a different design/concept for the **Edward M. McIntyre sign(s) for Riverwalk. (No recommendation from Administrative Services Committee February 13, 2024)**

FINANCE

- 22.** Motion to **approve** moving the SPLOST 9 planning work session from Wednesday, February 21, 2024, at 2pm to Wednesday, February 28, 2024, at 10am.
- 23.** Request to approve Augusta Commercial Property Insurance coverage for 2024 offered through Affiliated FM, current carrier, for a premium of \$938,639 for full blanket coverage and limited flood coverage in flood prone areas.
- 24.** Motion to approve continued service with CorVel, Third Party Workers Compensation Provider, renewal for Year 5.
- 25.** Approve Excess Workers' Compensation Insurance with Safety National Casualty with statutory limits and a \$1,000,000 Self Insured Retention (SIR – otherwise known as the deductible) to cover all positions for a premium of \$546,894.
- 26.** The New Arena Intergovernmental Agreement (IGA) describes the terms and responsibilities between Augusta and the Augusta Richmond County Coliseum Authority for the issuance of bond and construction of the New James Brown Arena (JBA).
- 27.** Update from the Interim Administrator regarding the URA revenue bond.

PUBLIC SAFETY

- 28.** Discuss security, licensing and even possible closing of Smart Grocery on Wrightsboro Road and Olive Road Convenience Store (**Glendale Community**) after several shootings which a few have been fatal. (**No recommendation from Public Safety Committee Meeting February 13, 2024**)
- 29.** Motion to approve the attached salary compression and retention plan, to include new salary structure and proposed funding source, for the Augusta Fire Department.

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.



Commission Meeting

February 20, 2024

Year of Service

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! 2024 January Years of Service (25-50 year) recipients.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



HUMAN RESOURCES DEPARTMENT

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

January 31, 2024

Department Directors & Elected Officials,

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

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

FIRST	LAST	DEPARTMENT	YOS
Susan	Stewart	Superior Court	25
Harvey	West	Utilities	25
Brandie	Dixon	Sheriff's Office	25
Carnell	Haynes	Augusta Regional Airport	25
Sirlester	Harrison	Parks & Recreation	45

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for **Tuesday, February 20, 2024**, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. **All persons to be recognized should be in the Commission Chambers by 1:45 p.m.**

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 826-1376 or via e-mail at tbacote@augustaga.gov, by **Friday, February 16, 2024, 12:00 Noon**. Your support and cooperation are much appreciated.

With regards,
Anita Rookard, HR Director
/tnb

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



Commission Meeting

February 20, 2024

Item Name: Z-24-05

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-24-05</u> –A request for concurrence with the Augusta Planning Commission to APPROVE with conditions this petition by Olde Town Augusta, LLC, requesting a rezoning from zone R-3C (Multiple-family Residential) to zone B-1 (Neighborhood Business) affecting property containing approximately 0.17 acres located at 602 Third Street. Tax Map #047-4-350-01-0. DISTRICT 1
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. A variance may be needed if parking requirements cannot be met at the time of subdividing the parcel. 2. Any improvements to the land or parking must receive approval via the site plan review process. 3. Adherence to all county regulations and ordinances at the time of development relating to expansion, remodeling and/or subdividing is required.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: February 5, 2024
Case Number: Z-24-05

Applicant: Olde Town Augusta, LLC.
Property Owner: Olde Town Augusta, LLC.
Property Address: 602, 608 and 610 Third St.
Tax Parcel No(s): 047-4-350-01-0
Current Zoning: R-3C (Multiple-Family Residential)
Fort Eisenhower Notification Required: NA
Commission District 1: Jordan Johnson | Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-3C (Multiple-Family Residential) to B-1 (Neighborhood Business)	No change in use. Residential and Commercial	Section 21

SUMMARY OF REQUEST:

The petition seeks to rezone 0.17 acres of property consisting of a two-story brick building with an attached one-story siding building. No new development is planned for the site at this time; however, there is interest in subdividing the parcel at a future date, and rezoning would aid in the future sale.

COMPREHENSIVE PLAN CONSISTENCY:

Subject property is located within the Old Augusta character area. The vision for Old Augusta is to maintain and enhance the historic character and unique mix of land uses while maintaining stability in established neighborhoods. The proposed rezoning to neighborhood commercial, B-1, is consistent with the 2023 Comprehensive Plan.

FINDINGS:

1. The property is not within a historic district. The property is outside of the central business district.
2. Subject property is within the FEMA Flood Zone "X". A moderate-to-low risk of flooding exists.
3. Public water and sewer are present.
4. Public transit is available within 0.25-miles of the subject property
5. The roads adjacent to the property are classified as local roads.
6. No parking has been delineated but is required.
7. No previous zoning cases.

RECOMMENDATION: The Planning Commission recommends **APPROVAL** of the proposed rezoning to B-1 with the following conditions:

1. A variance may be needed if parking requirements cannot be met at the time of subdividing the parcel.
2. Any improvements to the land or parking must receive approval via the site plan review process.
3. Adherence to all county regulations and ordinances at the time of development relating to expansion, remodeling and/or subdividing is required.

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



William A. Trotter, III
James B. Trotter
David C. Jones
Michael L. Downing, Jr.

December 4, 2023

Mr. Kevin Boyd
Augusta Richmond County
Planning and Development Department
535 Telfair Street, Suite 300
Augusta, Georgia 30901
Via Hand Delivery

RE: Letter of Intent for Rezoning Application for 602, 608, 610 Third Street; Tax Map & Parcel No. 047-4-350-01-0

Dear Kevin:

Enclosed please find the Rezoning Application for the above-referenced property. As you are aware, my client does not intend to redevelop anything on this parcel, and does not intend to change its use. However, there are multiple buildings on this parcel already and they are currently used for both residential and commercial purposes. Therefore, we feel that a B-1 zoning is more appropriate and may allow for the parcel to be subdivided.

Please let me know if you need any additional information to consider this variance application.

Sincerely,

A handwritten signature in dark ink, appearing to be 'JB Trotter', written over a circular scribble.

James B. Trotter

Enclosure – Variance Application

STATE CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon.
 Recordation of this plat does not imply approval of any local jurisdiction, availability of permits, compliance with local regulations or requirements or suitability for any use or purpose of the land. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67.



Reserved for Clerk of Court

LEGEND

RBS REBAR SET
 RBF REBAR FOUND
 OTF OPEN TOP PIPE FOUND
 NSAB NAIL SET AT BASE
 ● PROPERTY CORNER

ENVIRONMENTAL

FLOOD PLAIN: NO
 ZONE: X
 FEMA PANEL: 13245C0130 H
 DATE: 11/15/2019

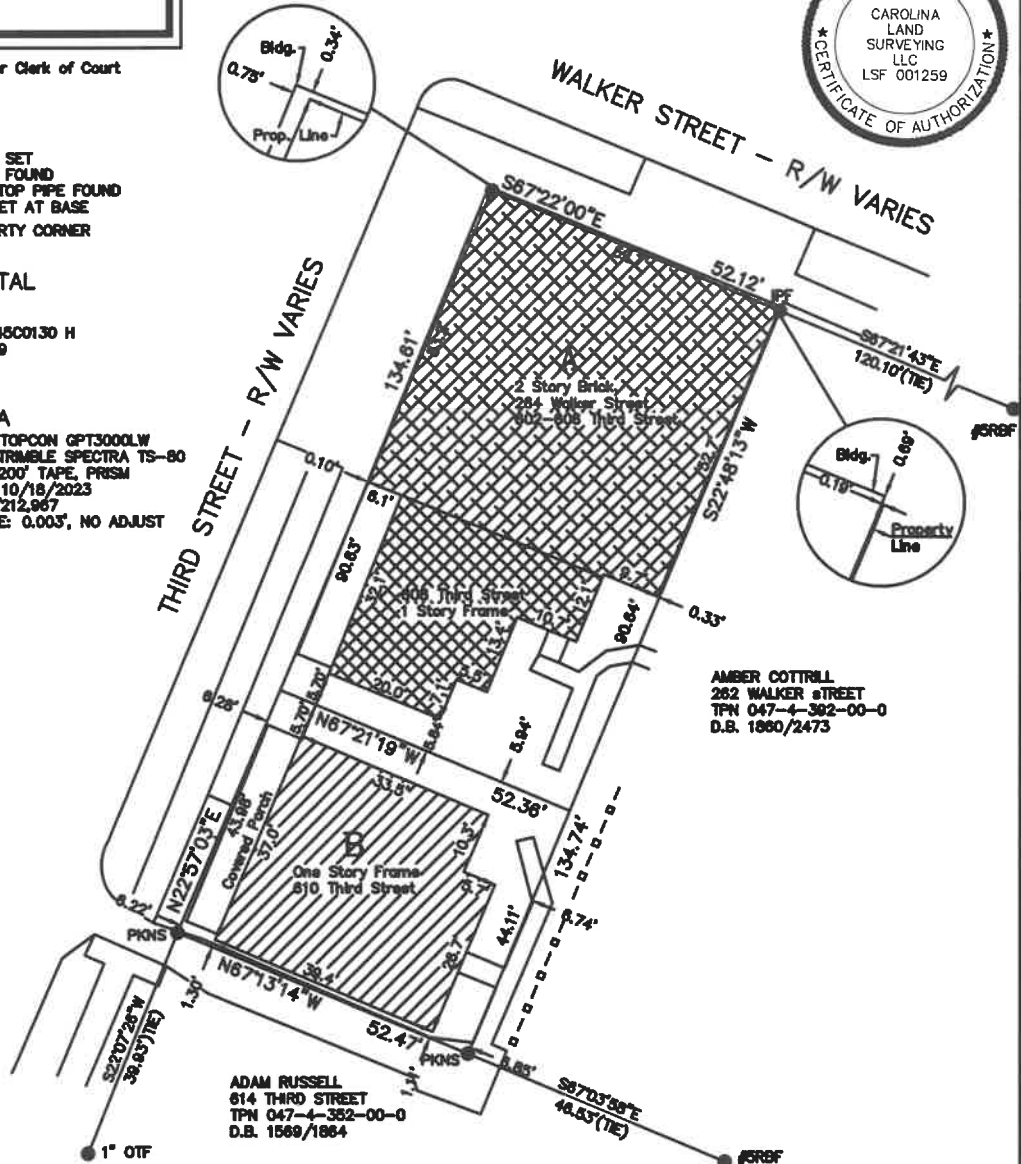
SURVEY DATA

EQUIPMENT USED: TOPCON GPT3000LW
 TRIMBLE SPECTRA TS-80
 200' TAPE, PRISM
 DATE OF SURVEY: 10/18/2023
 PLAT CLOSURE: 1/212,967
 ERROR OF CLOSURE: 0.003', NO ADJUST

REFERENCES

D.B. 613/1238

GA EAST - NAD 83 (2011)



AMBER COTTRILL
 282 WALKER STREET
 TPN 047-4-362-00-0
 D.B. 1860/2473

ADAM RUSSELL
 614 THIRD STREET
 TPN 047-4-352-00-0
 D.B. 1569/1884

NOTE:

THIS SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO RESTRICTIONS AND OTHER EASMENTS NOT SHOWN HEREON BUT THAT MAY BE RECORDED IN THE CLERK OF COURTS OFFICE OF COLUMBIA.

PARCEL INFORMATION

A 0.11 ACRE
 4734.58 S.F.
 B 0.05 ACRE
 2308.57 S.F.



PLAT FOR OLDE TOWN AUGUSTA, LLC

PROPERTY LOCATED IN OLDE TOWN & KNOWN AS 284 WALKER STREET & 602-610 THIRD STREET
 G.M.D. 120TH TAX PARCEL No. 047-4-350-01-0

Prepared by
CAROLINA LAND SURVEYING, LLC

Georgia Registered Land Surveyor No. 1880
 305 BROAD STREET, AUGUSTA, GA 30901
 Telephone: 803-646-1284 / 76-722-8808
 email: mgraham@carolinalandsurveying.com
 jordan@carolinalandsurveying.com
 oycorp@bellsouth.net

Graphic Scale 1" = 20'

Revisions

STATE: GEORGIA

COUNTY: RICHMOND

JOB NO.: 23-14281

SCALE: 1" = 20'

FLD: JGA DL DRN: BA CHK: TMO

DATE: 10/19/2023


FILE: T-STREET/AYER

Planning Commission
Z-24-05
February 5, 2024

602 Third Street

Aerial

Legend

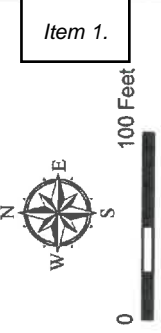
 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Augusta, Georgia, Inc. Augusta, GA and its companies are not responsible for the use of the information contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.



Item 1.




Request: A Change of Zoning from Zone R-3C (Multiple-family Residential) to Zone B-1 (Neighborhood Business) affecting property containing approximately 0.17 acres located at 602 Third Street.
Name: Olde Town Augusta LLC
Parcel: 047-4-350-01-0

Planning Commission
Z-24-05
February 5, 2024

602 Third Street

Current Zoning

Legend

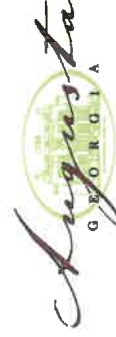
 Subject Property

Zoning Classification

 P-1: Professional

 R-3B: Multiple-Family Residential

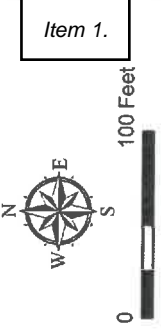
 R-3C: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072


Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies associated with it do not warrant the accuracy of the information or the information on this map. It is strictly prohibited to sell or reproduce these maps or data for any purpose without the written consent of the Augusta-Richmond County Commission.







Planning Commission
Z-24-05
February 5, 2024
602 Third Street
Future Zoning

Legend

 Subject Property

Zoning Classification

-  P-1: Professional
-  R-3B: Multiple-Family Residential
-  R-3C: Multiple-Family Residential
-  B-1: Neighborhood Business



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the city of Augusta, GA do not assume any legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.



0 100 Feet

Item 1.



Request: A Change of Zoning from Zone R-3C (Multiple-family Residential) to Zone B-1 (Neighborhood Business) affecting property containing approximately 0.17 acres located at 602 Third Street.
Name: Olde Town Augusta LLC
Parcel: 047-4-350-01-0





Commission Meeting

February 20, 2024

Item Name: Z-24-06

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-24-06</u> – A request for concurrence with the Augusta Planning Commission to DENY this petition by Charlotte Garnes requesting a rezoning from zone R-1A (One-family Residential) to zone R-3A (Multiple-family Residential) affecting property containing approximately 0.26 acres located at 3202 Rushing Road. Tax Map #121-2-091-00-0. DISTRICT 5
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Denial
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

Case Number: Z-24-06
Hearing Date: Monday, February 5, 2024

Applicant: Charlotte Garnes
Property Owner: Applicant
Address of Property: 3202 Rushing Road
 Augusta, Georgia 30906
Tax Parcel #: 121-2-091-00-0
Present Zoning: R-1A (One-family Residential)
Commission District: 5 (Bobby Williams) **Super District:** 9 (Francine Scott)
Fort Eisenhower (Gordon) Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning from R-1A to R-3A (Multiple-family Residential)	Boarding House (via Special Exception)	Comprehensive Zoning Ordinance, Section 16-2(g)

Summary of Request:

This request pertains to a 0.26-acre property in central Richmond County, located just south of the I-520/Windsor Spring Road intersection. The property is a corner lot zoned R-1A (One-family Residential), situated at the transitional point between Windsor Spring Road and a major cluster of single-family homes. The applicant seeks a rezoning of the property to R-3A. This would allow for the property to be used as a boarding house upon approval of a special exception.

Note that the findings and recommendations of this report pertain strictly to the petition to rezone the property; the merits of the special exception petition (SE-24-01) are discussed in the staff report for that petition. **Both petitions must be approved by the Augusta Commission for the boarding house to begin operations.**

Comprehensive Plan Consistency:

According to the 2023 Comprehensive Plan update, the property is located within the South Augusta character area. The Comprehensive Plan recommends the maintenance of “low-density single-family residential development in areas where it is already the predominant land use”. The recommended development patterns do not expressly address boarding houses.

Findings:

1. There are no prior zoning actions associated with this property.

2. The property appears to have access to municipal water lines; sanitary sewer lines are located nearby.
3. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, Rushing Road is classified as a local road, while Windsor Spring Road is a principal arterial route.
4. Augusta Transit's nearest service to the property is at the corner of Peach Orchard Road and Windsor Spring Road.
5. According to the FEMA Flood Insurance Rate Maps (FIRM) available on the Augusta-Richmond County GIS Maps, the property is not located within a Special Flood Hazard Area.
6. Augusta-Richmond County GIS data show no wetlands located on the property.
7. Site topography slopes generally west-to-east from 266 to 250 feet above sea level.
8. All properties adjoining the subject property have R-1A zoning. The nearest R-3 property is located at 3125 Richmond Hill Road.
9. The proposed rezoning would be inconsistent with the 2023 Comprehensive Plan update.
10. At time of writing, staff have received a pair of public inquiries regarding the petition. The inquiries have been neutral-to-supportive, provided that the use of the property be limited to what has been proposed.

Recommendation: Given the surrounding zoning and residential character, The Planning Commission recommend **denial** of the rezoning of this property to R-3A.

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

December 11, 2022

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

RE: Rezoning Letter of Intent Proposed R1 Zoning

Dear Planning Department,

Please allow this letter to serve as official notice of my intent to apply for rezoning for the property located at 3202 Rushing Road, Augusta, GA [Parcel Number: 1212091000], currently zoned as R-1A (Single Family Dwelling), to be rezoned as R-3A (Boarding House).

The purpose of this rezoning request is to accommodate the establishment of a boarding house within the framework of a single-family residence. The proposal allows the property to offer accommodations for multiple individuals while adhering to the standards and regulations outlined under the R-3A zoning classification.

Outlined below are the primary reasons for this proposed rezoning:

1. **Preservation of Property Structure:** The existing single-family dwelling at 3202 Rushing Road will remain unchanged structurally. The rezoning will allow for internal modifications to accommodate multiple occupants while preserving the external integrity of the property.
2. **Community Enhancement:** This proposal aligns with the community's evolving needs by offering housing options that cater to individuals seeking affordable, communal living arrangements while contributing positively to the neighborhood's diversity.
3. **Zoning Compliance:** The proposed use of the property as a boarding house under the R-3A zoning will adhere to all relevant regulations, including parking, occupancy limits, and property maintenance, ensuring it aligns with the city's zoning laws.
4. **Responsible Management:** Commitment to responsible management practices will be upheld to ensure minimal impact on the surrounding area, maintaining the property that contributes positively to the neighborhood.

I am eager to work closely with the City of Augusta and the Planning Department throughout the rezoning process. Through this collaborative effort, we can address any concerns, provide necessary documentation, and ensure compliance with all applicable regulations and requirements.

Please consider this letter as an initial step in the rezoning process for 3202 Rushing Road. Thank you for your time and attention to this matter. Your guidance on the next steps in the rezoning application process will be greatly appreciated.

Sincerely,
Charlotte Garnes/Owner



ReNforce (pronounced *reinforce*) assists justice-impacted individuals in successfully reentering the community and the workforce through training, coaching, and professional development. In addition, ReNforce engages employers willing to learn about the benefits of hiring qualified job candidates with a conviction on their record. To provide a holistic approach to reentry, ReNforce expanded its portfolio and launched its Safe Housing initiative by providing supportive housing to system-impacted women rebuilding their lives after incarceration in Augusta, GA.

Charlotte Garnes founded ReNforce in 2020 in Savannah, Georgia, as a response to her own personal experiences with workplace discrimination. Ms. Garnes is a trained Diversity, Equity, & Inclusion professional with a DEI certificate from the University of South Florida. Despite holding both Bachelor's and Master's degrees, Ms. Garnes found herself without work after her employer learned of her conviction history. It became Ms. Garnes' personal mission to create a nonprofit organization that would work not only with businesses and organizations but also with individuals who experience barriers to employment relating to the criminal legal system. ReNforce quickly expanded to serve both Savannah and Augusta.



Early on, Ms. Garnes recognized that addressing employment discrimination alone was insufficient to overcome the barriers faced by formerly incarcerated people in the state – especially women. In Augusta, ReNforce collaborates with Community Supervision and various other community-based organizations to support women in custody awaiting their court appearances, women who confront housing instability due to prior criminal convictions, and women reentering society after incarceration. Unfortunately, a single domestic violence shelter is the only housing option for women coming out of jail in Augusta. Susan Burton, the founder of A New Way of Life Reentry Project (ANWOL), established the Sisterhood Alliance for Safety and Equality (SAFE) Housing Network in 2018 to address the need for stable housing for formerly incarcerated women. ReNforce has joined this network. The SAFE Housing Network is dedicated to supporting the replication of ANWOL's innovative, nationally acclaimed reentry model, which combines direct service with movement building and advocacy.

The Need

According to the Georgia Justice Project, Georgia has the country's highest rate of correctional control: 1 in 18 Georgians (5.6%) is either in prison, jail, on probation, or on parole at any given time, double the national average. More than 4 million people in Georgia have a criminal

record, or about 40% of adults in the state. Due to racist policing and prosecution practices, Black people represent 58% of all people incarcerated in the state but only 31% of the overall population (whereas white people are 33% of the incarcerated population and 56% of the overall population). According to the Prison Policy Initiative, more than 86,000 women are released from incarceration in Georgia each year (1,900 from prison and the rest from jails).

Imprisonment has increased more than 800% since the 1980s, and as such, women are the fastest-growing incarcerated population nationwide. Incarcerated women are disproportionately people of color, overwhelmingly poor and low-income, survivors of violence and trauma, and have high rates of physical and mental illness and substance use. Women's reentry needs are different from men's, particularly regarding children. Nearly 80% of women in jails are mothers and are usually the primary caregivers of their young children.

People who have been to prison are 10 times more likely to be homeless than the general population. People recently released from prison are at the highest risk of being homeless, with rates nearly *12 times higher* than the public, and women—black women in particular—are especially at risk. In Georgia, incarcerated people are not paid for the work they do while incarcerated, which becomes problematic upon their release as they are charged supervision fees once they are released. This makes it almost impossible to comply with supervision requirements (i.e., paying fees), and many women are reincarcerated as a result. In Georgia, 2 out of 3 people released from prison are reincarcerated within three years.

Our Work

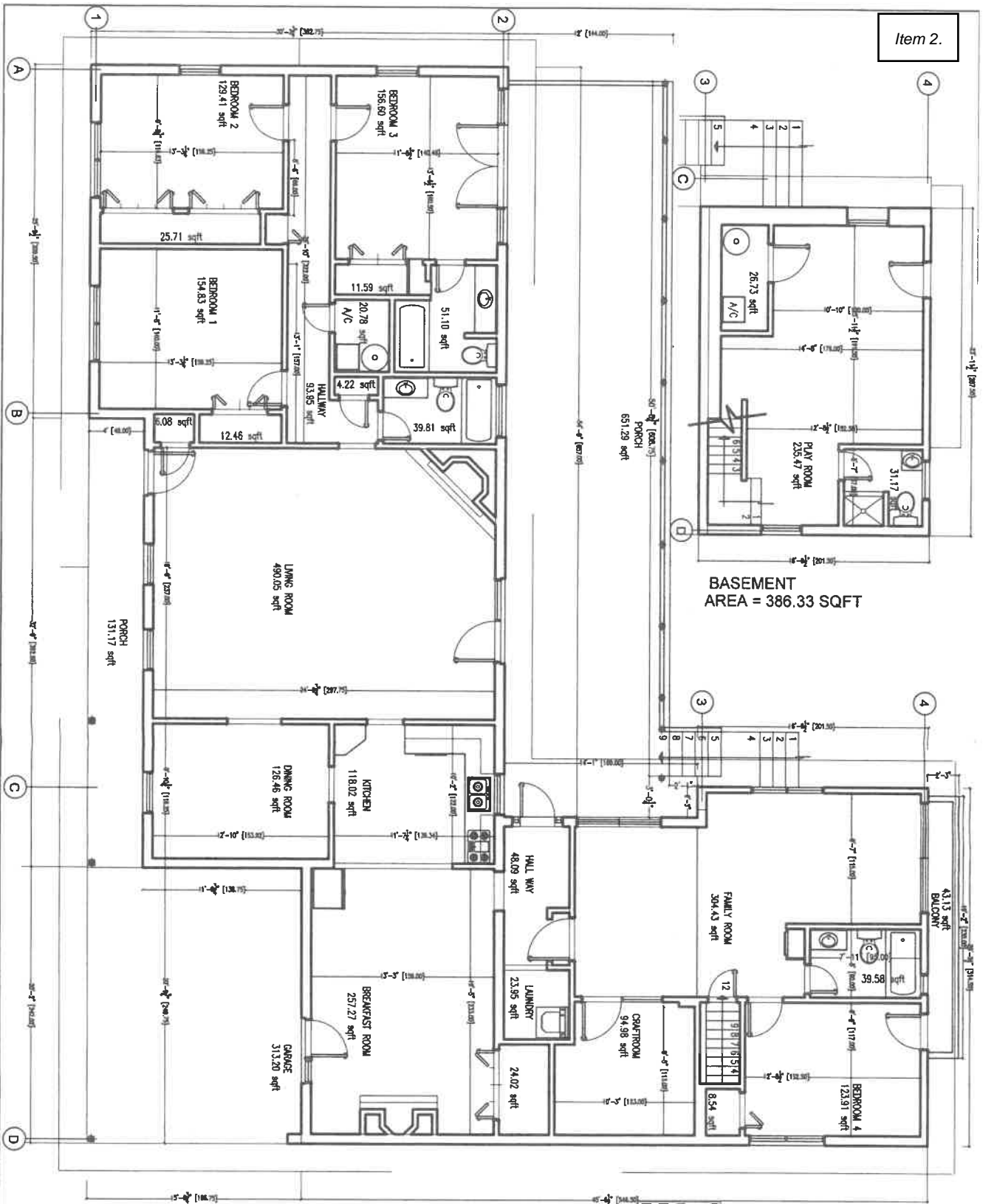
Ready, Willing, & Employable Project- ReNforce has developed a thorough curriculum to prepare and empower system-impacted people to engage with prospective employers, represent themselves well, be aware of their legal employment rights, and secure career-track employment. Through the project, we provide training, one-on-one coaching, and one-time material support to equip system-impacted individuals in Georgia with the knowledge, skills, documentation (e.g., state ID), and transportation (e.g., bus passes) they need to secure and maintain employment on a career track. We have expanded our *Ready, Willing, & Employable Project* from Savannah to Augusta.

Each graduate leaves the program with an Independent Employment Plan (IEP), which is developed with the client and is individualized to consider each client's education and work experience before, during, and after incarceration. In 2022, 40% of graduates were hired into career-track employment after they graduated from ReNforce's program. In 2023, we would like to increase the hiring rate to 50% without compromising the quality of employment secured (that is, career track) by our system-impacted graduates.

Redemption House (Augusta) – ReNforce has secured a single-family home in Augusta to expand our services to include a safe home for women returning to the community after incarceration. In addition to housing, ReNforce offers a wide range of supportive services aimed at helping our residents heal from trauma, achieve self-sufficiency, and thrive in their new lives, including

securing and maintaining career-track employment. ReNforce's safe home is based on the well-known women's reentry program that A New Way of Life in Los Angeles created in 1998.

Project Restart understands that one in seven jobs requires an occupational license, and because 40% of adult Georgians have a criminal record, they may be barred from obtaining these licenses. Occupational licenses can hinder well-qualified individuals from seeking good jobs and long-term careers. Every licensing applicant with a criminal record risks denial because of their record, even if it is old, pardoned, or expunged. ReNforce is partnering with the Small Business Majority and local attorneys to address policy work around [SB 157](#) and improve occupational licensing outcomes for system-impacted individuals while reducing recidivism and filling the gaps in workforce shortages. Again, using both personal and professional experiences of advocating for the reinstatement of her Mental Health license, Ms. Garnes understands the need to address this work on a legislative level.



LEVEL 1
AREA = 2,712.42 SQFT



Owner
REHOME GROUP, LLC

PROJECT
SINGLE FAMILY RESIDENCE

Plan
FLOOR PLAN

Draw
RAUL REYES
PHONE 706.832.80.40

Location
3202 RUSHING RD
AUGUSTA, GA 30906

Scale

Date
December 2, 2023

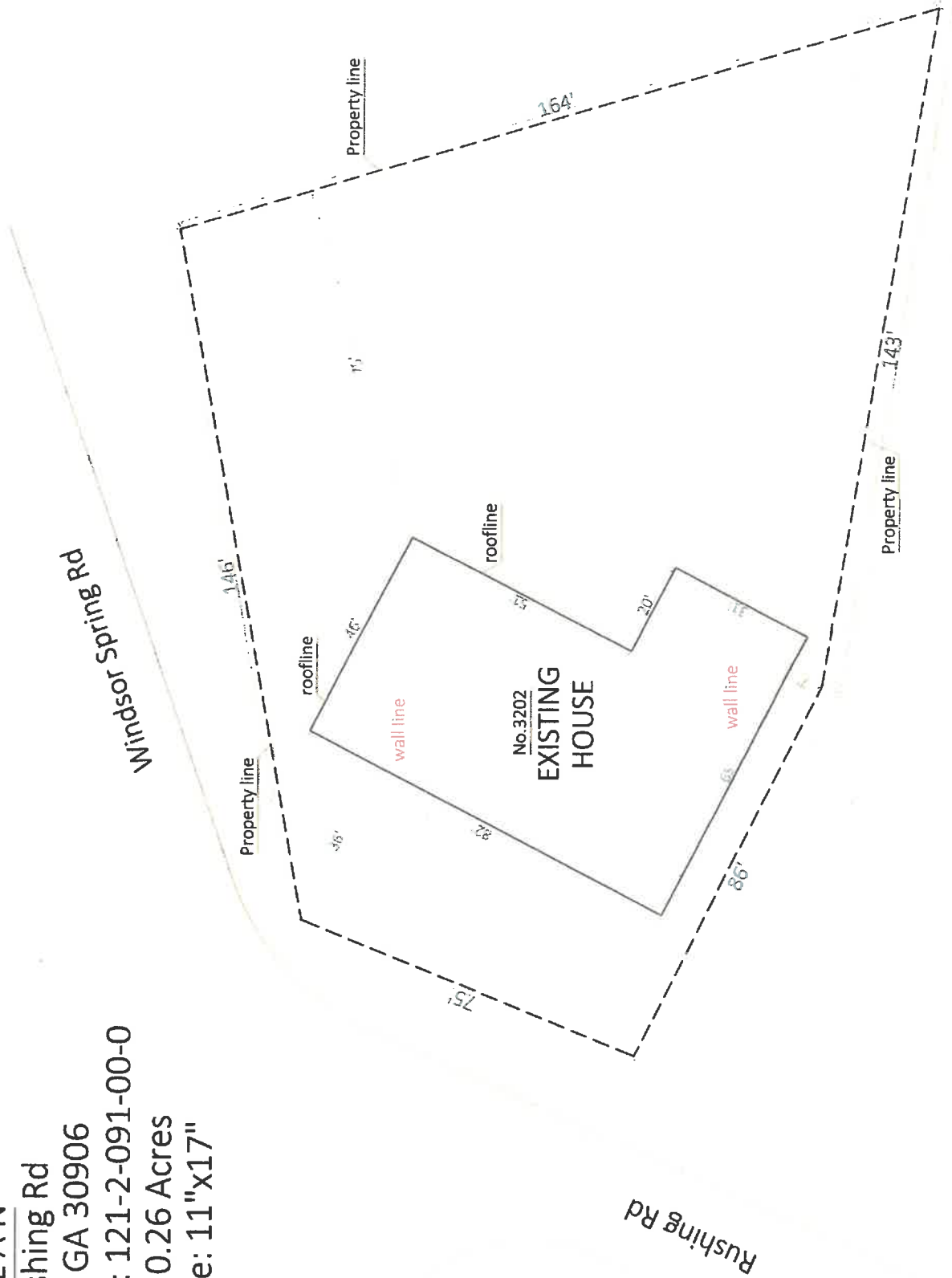
Plan N. -
A-1

SITE PLAN

3202 Rushing Rd
Augusta, GA 30906
Parcel ID: 121-2-091-00-0
Lot area: 0.26 Acres
Paper Size: 11"x17"




Item 2.

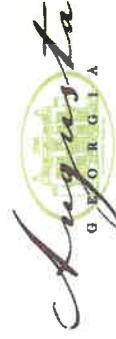


Planning Commission
Z-24-06
February 5, 2024
3202 Rushing Road

Aerial

Legend

 Subject Property

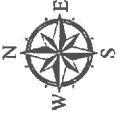


Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

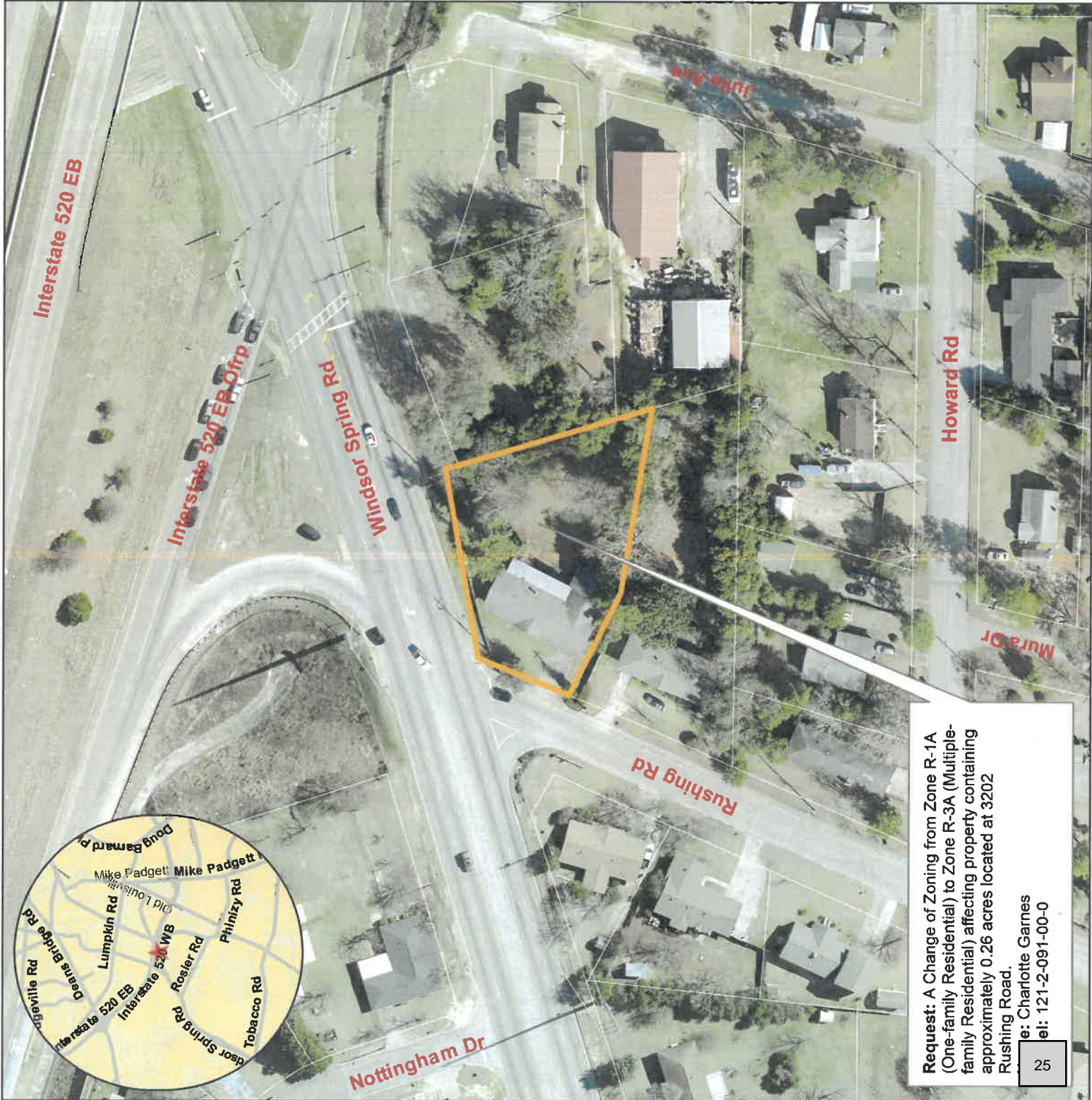
Augusta, GA Disclaimer

"The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Augusta. The City of Augusta, GA and its departments are not responsible for the accuracy of the data or the results of the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission."

Item 2.



0 100 Feet



Request: A Change of Zoning from Zone R-1A (One-family Residential) to Zone R-3A (Multiple-family Residential) affecting property containing approximately 0.26 acres located at 3202 Rushing Road.

Prepared by: Charlotte Garnes
Tel: 121-2-091-00-0

Planning Commission
Z-24-06
February 5, 2024

3202 Rushing Road

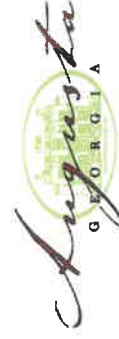
Current Zoning

Legend

Subject Property

Zoning Classification

R-1A: One Family
Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

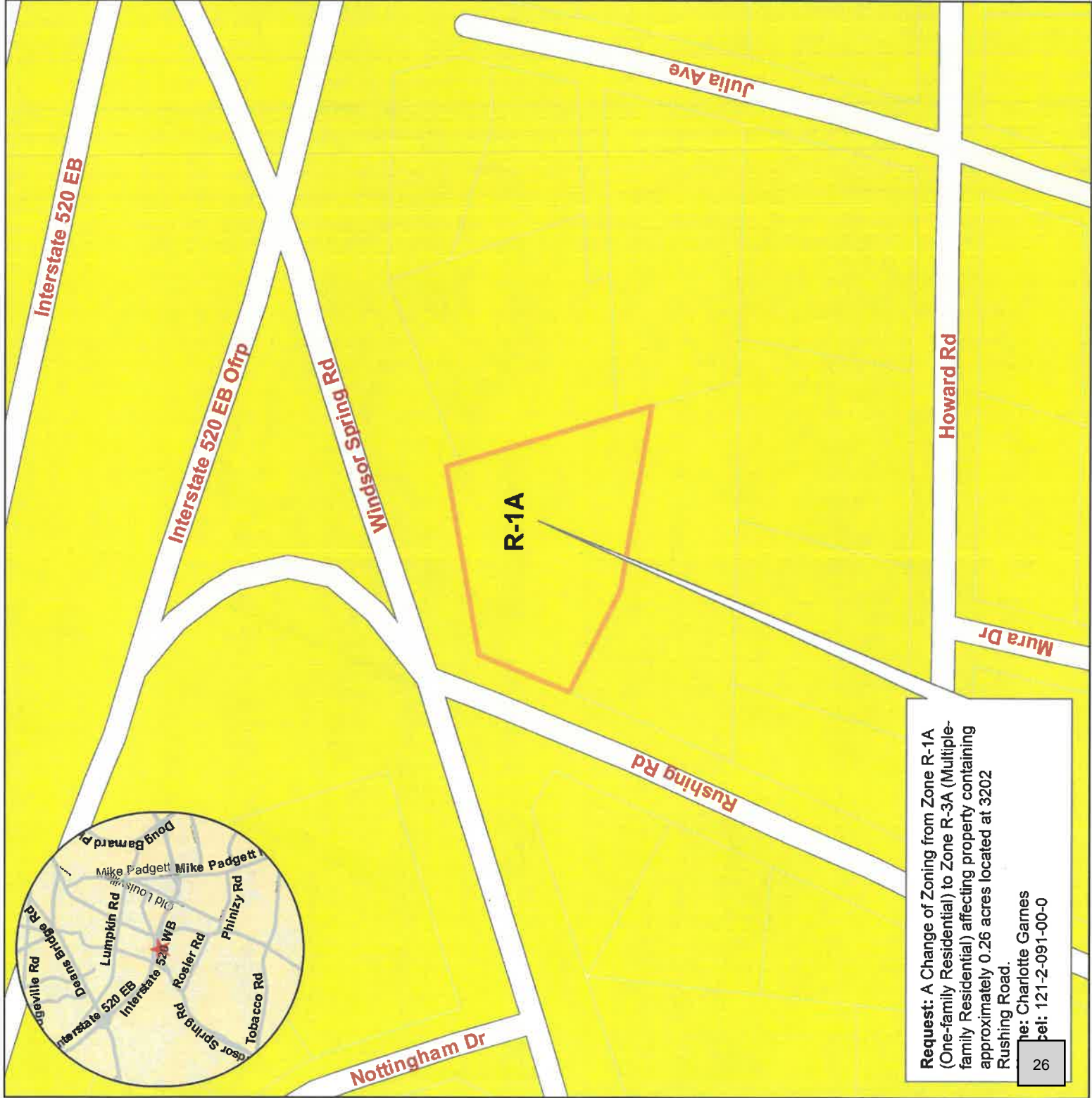
Augusta, GA Disclaimer

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



0 100 Feet

Item 2.



Request: A Change of Zoning from Zone R-1A (One-family Residential) to Zone R-3A (Multiple-family Residential) affecting property containing approximately 0.26 acres located at 3202 Rushing Road.
Requester: Charlotte Barnes
Phone: 121-2-091-00-0

Planning Commission
Z-24-06
February 5, 2024


3202 Rushing Road


Future Zoning

Legend

 Subject Property

Zoning Classification

 R-1A: One Family Residential

 R-3A: Multiple Family Residential



Produced By: City of Augusta
 Planning & Development Department
 535 Telfair Street Suite 300
 Augusta, GA 30901
 1/12/2024 MH18072

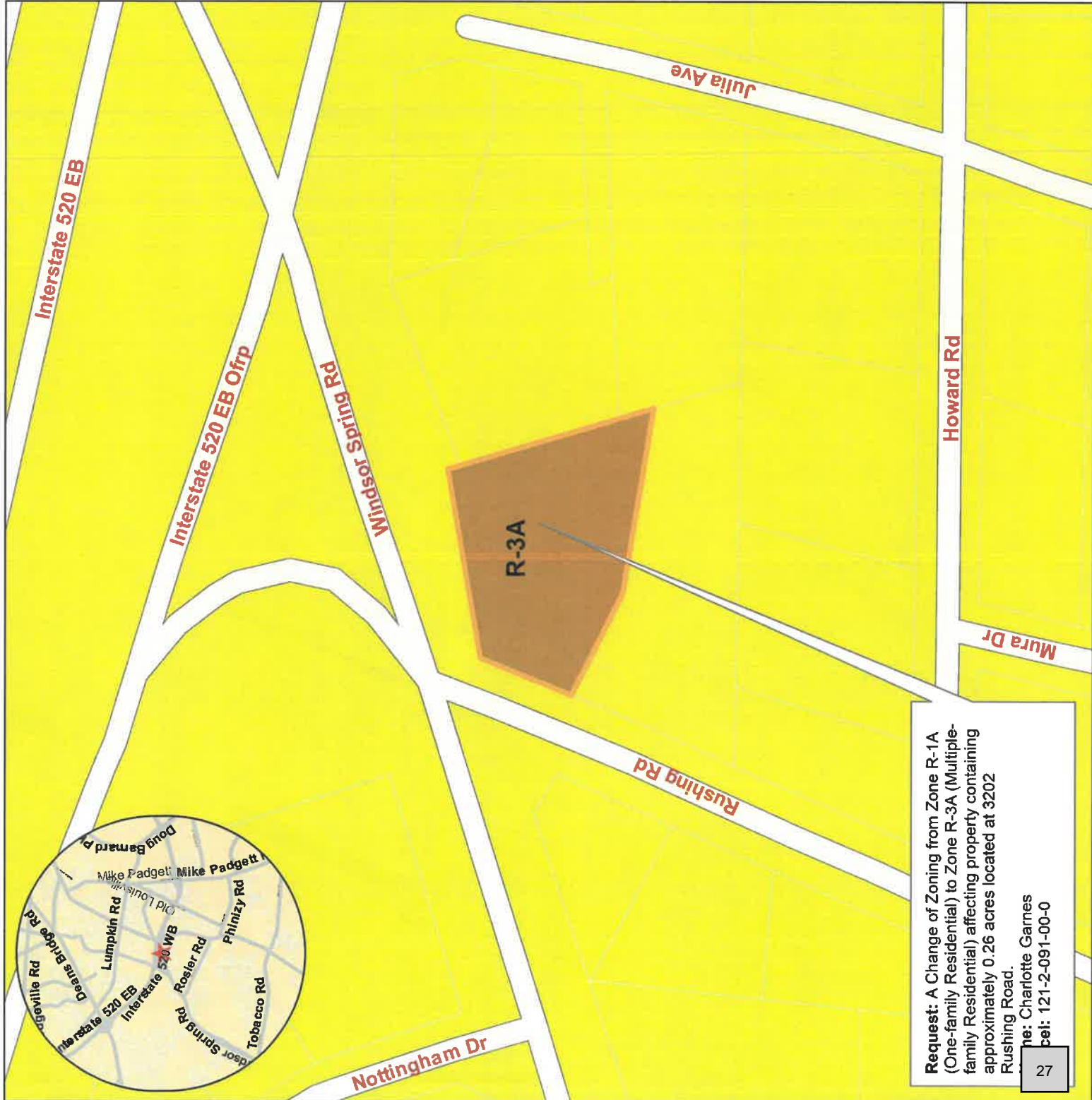
Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. It is not intended to be used for any purpose other than the intended use of the map. The City of Augusta, Georgia, and its various agencies and departments do not warrant, represent, or intend to be responsible for any errors or omissions in the data. The City of Augusta, Georgia, and its various agencies and departments do not intend to be responsible for any errors or omissions in the data. The City of Augusta, Georgia, and its various agencies and departments do not intend to be responsible for any errors or omissions in the data.



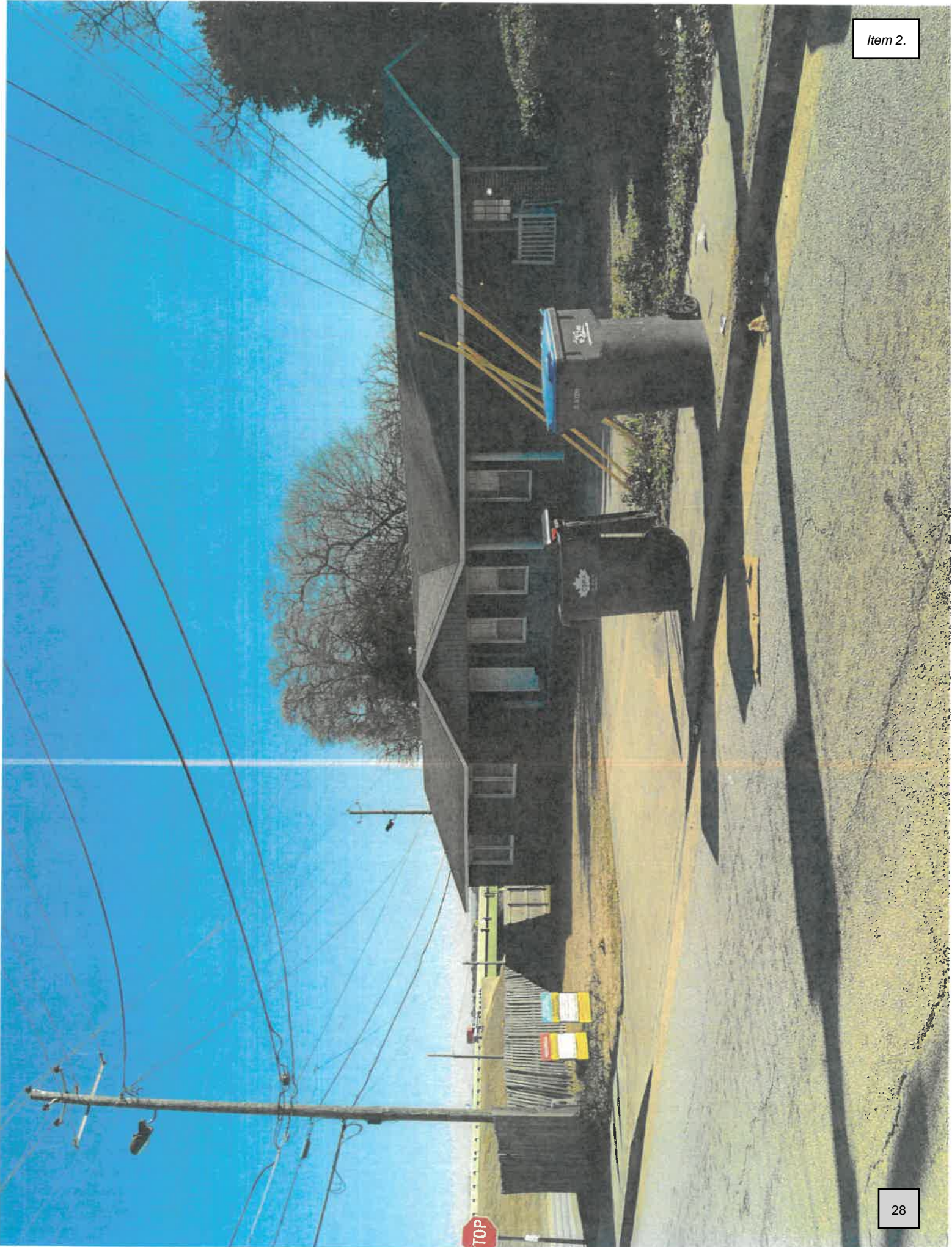
0 100 Feet

Item 2.



Request: A Change of Zoning from Zone R-1A (One-family Residential) to Zone R-3A (Multiple-family Residential) affecting property containing approximately 0.26 acres located at 3202 Rushing Road.

Phone: Charlotte Gaines
Cell: 121-2-091-00-0





Commission Meeting

February 20, 2024

Item Name: SE-24-01

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>SE-24-01</u> – A request for concurrence with the Augusta Planning Commission to DENY this petition by Charlotte Garnes requesting a special exception per Section 16-2(g) of the Comprehensive Zoning Ordinance to establish a lodging or boarding house affecting property containing approximately 0.26 acres located at 3202 Rushing Road. Zoned R-1A (One-family Residential). Tax Map #121-2-091-00-0. DISTRICT 5
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Denial
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

Case Number: SE-24-01
Hearing Date: Monday, February 5, 2024

Applicant: Charlotte Garnes
Property Owner: Applicant
Address of Property: 3202 Rushing Road
 Augusta, Georgia 30906
Tax Parcel #: 121-2-091-00-0
Present Zoning: R-1A (One-family Residential)
Commission District: 5 (Bobby Williams) **Super District:** 9 (Francine Scott)
Fort Eisenhower (Gordon) Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Special Exception to establish a Lodging/Boarding House	Boarding house	Comprehensive Zoning Ordinance Sections 16-2(g), 26-1(u)

Summary of Request:

This request pertains to a 0.26-acre property in central Richmond County, located just south of the I-520/Windsor Spring Road intersection. The property is a corner lot currently zoned R-1A (One-family Residential), situated at the transitional point between Windsor Spring Road and a major cluster of single-family homes.

The applicant seeks a special exception to allow the property to be used for a women's boarding house. (This use is permitted in R-3 zones via special exception, and in B zones by right. In both cases, the property must meet certain defined performance standards.) The applicant also, therefore, seeks rezoning to R-3A in order for the property to be eligible for a special exception; this petition is discussed separately in the report for Z-24-06. **Both petitions must be approved by the Augusta Commission for the boarding house to begin operations.**

Comprehensive Plan Consistency:

According to the 2023 Comprehensive Plan update, the property is located within the South Augusta character area. The Comprehensive Plan recommends the maintenance of "low-density single-family residential development in areas where it is already the predominant land use". The recommended development patterns do not expressly address boarding houses.

Special Exception Standards:

Section 16-2(g) of the Comprehensive Zoning Ordinance states that a lodging or boarding house may be permitted in the R-3A zone by special exception "subject to performance standards

established in Section 26-1(u). These standards are outlined below, with any staff commentary in red:

- (1) The house must meet all code requirements for health, safety, and welfare of the occupants. Plans must be submitted for review by the Building Department and Fire Department. Plans must conform to the following, but may not be limited to:
 - a. International Building Code
 - b. International Plumbing Code
 - c. International Mechanical Code
 - d. International Gas Code
 - e. National Electric Code
 - f. ADA
 - g. Life Safety Codes
 - h. International Energy Conservation Code
 Proof of compliance must be submitted with the application for Certificate of Occupancy and/or business license.
- (2) The maximum number of residents allowed for the House is dependent upon the specifications in the Home Design Requirements Section below and compliance with Building and Fire Department occupancy and safety determination. Under no circumstances may the House exceed the determined occupancy.
- (3) Only the primary residential structure may be utilized for the purposes of this request. No accessory structure may be constructed or modified to accommodate residents. *The concept plan presented with the application would satisfy this standard.*
- (4) Upon approval of the house an applicant shall make no alternations [sic] or additions to the structure for the purpose of increasing the occupancy unless an amended application is presented and approved.
- (5) If the house fails to maintain compliance with all building, safety, health, and zoning requirements it shall be grounds for termination of the Special Exception and/or business license, and the owner/operate [sic] shall thereafter be required to discontinue the use of the premises as a Lodging House or Boarding House.
- (6) Home Design Requirements:

Category	Requirement
Living Room	120 ft ² if 3-5 persons in residence 150 ft ² if 6 or more persons in residence
Dining Room	80 ft ² if 3-5 persons in residence 120 ft ² if 6 or more persons in residence
Bedroom or private living spaces	80 ft ² per person in residence
Functional toilet and lavatory ¹	1 per 4 residents
Showering facility ¹	1 per 4 residents

The home would satisfy all design requirements. The applicant seeks five residents for the house, with one resident manager on site.

¹ The house must comply with all ADA requirements.

- (7) Off-street parking must be provided at one space for each two beds and one space for the owner/resident manager. (Allowance may be made by the Planning and Development staff on a case-by-case basis if public transportation is available/utilized by the residents and/or on-street parking is available.) *Based on the plans for house as provided, four parking spaces would be required. The driveway and carport should combine to accommodate this requirement.*

Findings:

1. There are no prior zoning actions associated with this property.
2. The property appears to have access to municipal water lines; sanitary sewer lines are located nearby.
3. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, Rushing Road is classified as a local road, while Windsor Spring Road is a principal arterial route.
4. Augusta Transit's nearest service to the property is at the corner of Peach Orchard Road and Windsor Spring Road.
5. According to the FEMA Flood Insurance Rate Maps (FIRM) available on the Augusta-Richmond County GIS Maps, the property is not located within a Special Flood Hazard Area.
6. Augusta-Richmond County GIS data show no wetlands located on the property.
7. Site topography slopes generally west-to-east from 266 to 250 feet above sea level.
8. All properties adjoining the subject property have R-1A zoning. The nearest R-3 property is located at 3125 Richmond Hill Road.
9. At time of writing, staff have received a pair of public inquiries regarding the petition. The inquiries have been neutral-to-supportive, provided that the use of the property be limited to what has been proposed.

Recommendation: The Planning Commission recommend **denial** of this special exception.

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

December 11, 2022

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

RE: Rezoning Letter of Intent Proposed R1 Zoning

Dear Planning Department,

Please allow this letter to serve as official notice of my intent to apply for rezoning for the property located at 3202 Rushing Road, Augusta, GA [Parcel Number: 1212091000], currently zoned as R-1A (Single Family Dwelling), to be rezoned as R-3A (Boarding House).

The purpose of this rezoning request is to accommodate the establishment of a boarding house within the framework of a single-family residence. The proposal allows the property to offer accommodations for multiple individuals while adhering to the standards and regulations outlined under the R-3A zoning classification.

Outlined below are the primary reasons for this proposed rezoning:

1. **Preservation of Property Structure:** The existing single-family dwelling at 3202 Rushing Road will remain unchanged structurally. The rezoning will allow for internal modifications to accommodate multiple occupants while preserving the external integrity of the property.
2. **Community Enhancement:** This proposal aligns with the community's evolving needs by offering housing options that cater to individuals seeking affordable, communal living arrangements while contributing positively to the neighborhood's diversity.
3. **Zoning Compliance:** The proposed use of the property as a boarding house under the R-3A zoning will adhere to all relevant regulations, including parking, occupancy limits, and property maintenance, ensuring it aligns with the city's zoning laws.
4. **Responsible Management:** Commitment to responsible management practices will be upheld to ensure minimal impact on the surrounding area, maintaining the property that contributes positively to the neighborhood.

I am eager to work closely with the City of Augusta and the Planning Department throughout the rezoning process. Through this collaborative effort, we can address any concerns, provide necessary documentation, and ensure compliance with all applicable regulations and requirements.

Please consider this letter as an initial step in the rezoning process for 3202 Rushing Road. Thank you for your time and attention to this matter. Your guidance on the next steps in the rezoning application process will be greatly appreciated.

Sincerely,
Charlotte Garnes/Owner



ReNforce (pronounced *reinforce*) assists justice-impacted individuals in successfully reentering the community and the workforce through training, coaching, and professional development. In addition, ReNforce engages employers willing to learn about the benefits of hiring qualified job candidates with a conviction on their record. To provide a holistic approach to reentry, ReNforce expanded its portfolio and launched its Safe Housing initiative by providing supportive housing to system-impacted women rebuilding their lives after incarceration in Augusta, GA.

Charlotte Garnes founded ReNforce in 2020 in Savannah, Georgia, as a response to her own personal experiences with workplace discrimination. Ms. Garnes is a trained Diversity, Equity, & Inclusion professional with a DEI certificate from the University of South Florida. Despite holding both Bachelor's and Master's degrees, Ms. Garnes found herself without work after her employer learned of her conviction history. It became Ms. Garnes' personal mission to create a nonprofit organization that would work not only with businesses and organizations but also with individuals who experience barriers to employment relating to the criminal legal system. ReNforce quickly expanded to serve both Savannah and Augusta.



Early on, Ms. Garnes recognized that addressing employment discrimination alone was insufficient to overcome the barriers faced by formerly incarcerated people in the state – especially women. In Augusta, ReNforce collaborates with Community Supervision and various other community-based organizations to support women in custody awaiting their court appearances, women who confront housing instability due to prior criminal convictions, and women reentering society after incarceration. Unfortunately, a single domestic violence shelter is the only housing option for women coming out of jail in Augusta. Susan Burton, the founder of A New Way of Life Reentry Project (ANWOL), established the Sisterhood Alliance for Safety and Equality (SAFE) Housing Network in 2018 to address the need for stable housing for formerly incarcerated women. ReNforce has joined this network. The SAFE Housing Network is dedicated to supporting the replication of ANWOL's innovative, nationally acclaimed reentry model, which combines direct service with movement building and advocacy.

The Need

According to the Georgia Justice Project, Georgia has the country's highest rate of correctional control: 1 in 18 Georgians (5.6%) is either in prison, jail, on probation, or on parole at any given time, double the national average. More than 4 million people in Georgia have a criminal

record, or about 40% of adults in the state. Due to racist policing and prosecution practices, Black people represent 58% of all people incarcerated in the state but only 31% of the overall population (whereas white people are 33% of the incarcerated population and 56% of the overall population). According to the Prison Policy Initiative, more than 86,000 women are released from incarceration in Georgia each year (1,900 from prison and the rest from jails).

Imprisonment has increased more than 800% since the 1980s, and as such, women are the fastest-growing incarcerated population nationwide. Incarcerated women are disproportionately people of color, overwhelmingly poor and low-income, survivors of violence and trauma, and have high rates of physical and mental illness and substance use. Women's reentry needs are different from men's, particularly regarding children. Nearly 80% of women in jails are mothers and are usually the primary caregivers of their young children.

People who have been to prison are 10 times more likely to be homeless than the general population. People recently released from prison are at the highest risk of being homeless, with rates nearly *12 times higher* than the public, and women—black women in particular—are especially at risk. In Georgia, incarcerated people are not paid for the work they do while incarcerated, which becomes problematic upon their release as they are charged supervision fees once they are released. This makes it almost impossible to comply with supervision requirements (i.e., paying fees), and many women are reincarcerated as a result. In Georgia, 2 out of 3 people released from prison are reincarcerated within three years.

Our Work

Ready, Willing, & Employable Project- ReNforce has developed a thorough curriculum to prepare and empower system-impacted people to engage with prospective employers, represent themselves well, be aware of their legal employment rights, and secure career-track employment. Through the project, we provide training, one-on-one coaching, and one-time material support to equip system-impacted individuals in Georgia with the knowledge, skills, documentation (e.g., state ID), and transportation (e.g., bus passes) they need to secure and maintain employment on a career track. We have expanded our *Ready, Willing, & Employable Project* from Savannah to Augusta.

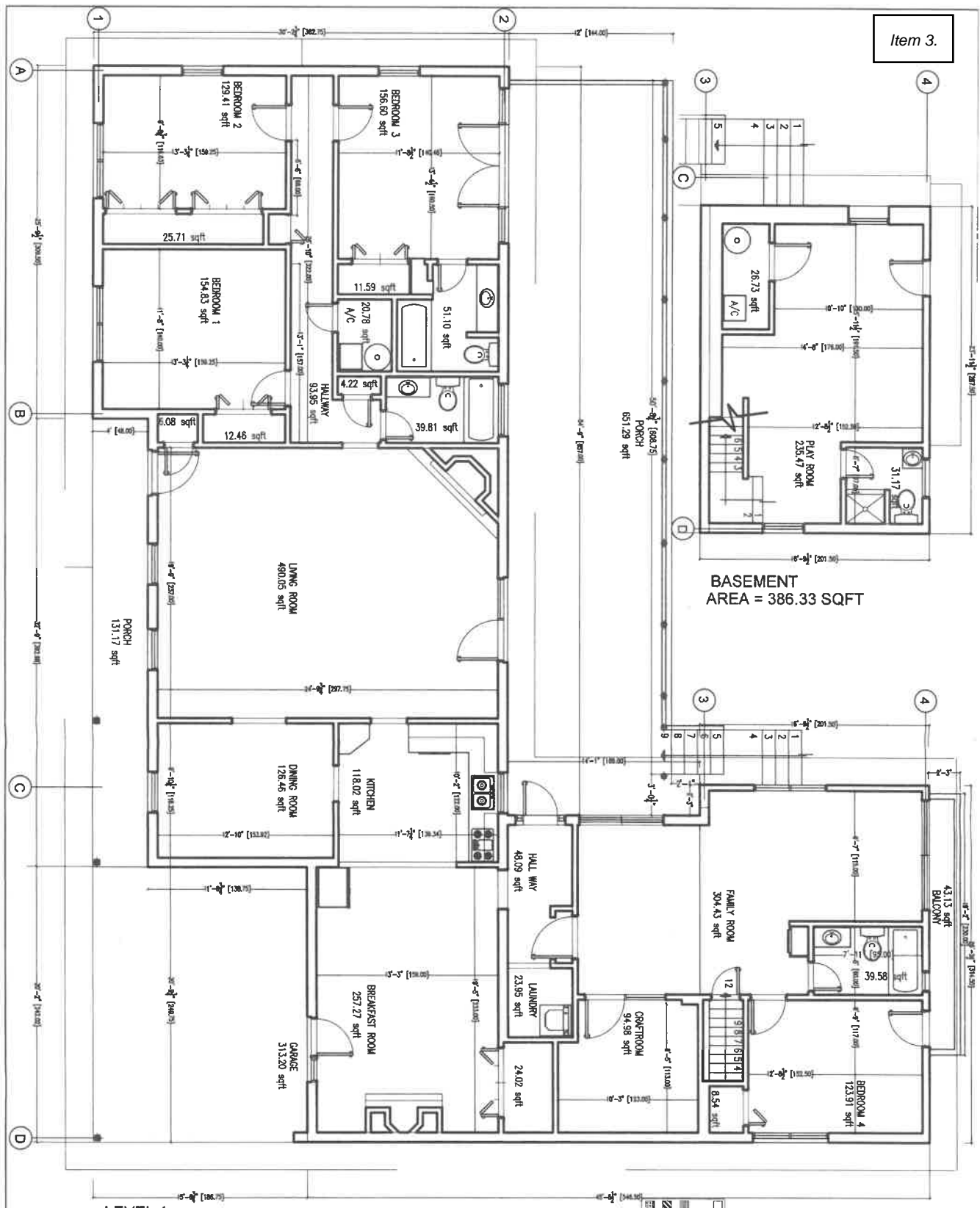
Each graduate leaves the program with an Independent Employment Plan (IEP), which is developed with the client and is individualized to consider each client's education and work experience before, during, and after incarceration. In 2022, 40% of graduates were hired into career-track employment after they graduated from ReNforce's program. In 2023, we would like to increase the hiring rate to 50% without compromising the quality of employment secured (that is, career track) by our system-impacted graduates.

Redemption House (Augusta) – ReNforce has secured a single-family home in Augusta to expand our services to include a safe home for women returning to the community after incarceration. In addition to housing, ReNforce offers a wide range of supportive services aimed at helping our residents heal from trauma, achieve self-sufficiency, and thrive in their new lives, including

securing and maintaining career-track employment. ReNforce's safe home is based on the well-known women's reentry program that A New Way of Life in Los Angeles created in 1998.

Project Restart understands that one in seven jobs requires an occupational license, and because 40% of adult Georgians have a criminal record, they may be barred from obtaining these licenses. Occupational licenses can hinder well-qualified individuals from seeking good jobs and long-term careers. Every licensing applicant with a criminal record risks denial because of their record, even if it is old, pardoned, or expunged. ReNforce is partnering with the Small Business Majority and local attorneys to address policy work around [SB 157](#) and improve occupational licensing outcomes for system-impacted individuals while reducing recidivism and filling the gaps in workforce shortages. Again, using both personal and professional experiences of advocating for the reinstatement of her Mental Health license, Ms. Garnes understands the need to address this work on a legislative level.

Item 3.



Owner
REHOME GROUP, LLC

PROJECT
SINGLE FAMILY RESIDENCE

Plan
FLOOR PLAN

Draw
RAUL REYES
PHONE 706.832.80.40

Location
3202 RUSHING RD
AUGUSTA, GA 30906

Date
December 2, 2023

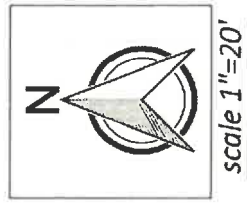
Plan N.-
A-1

AREAS

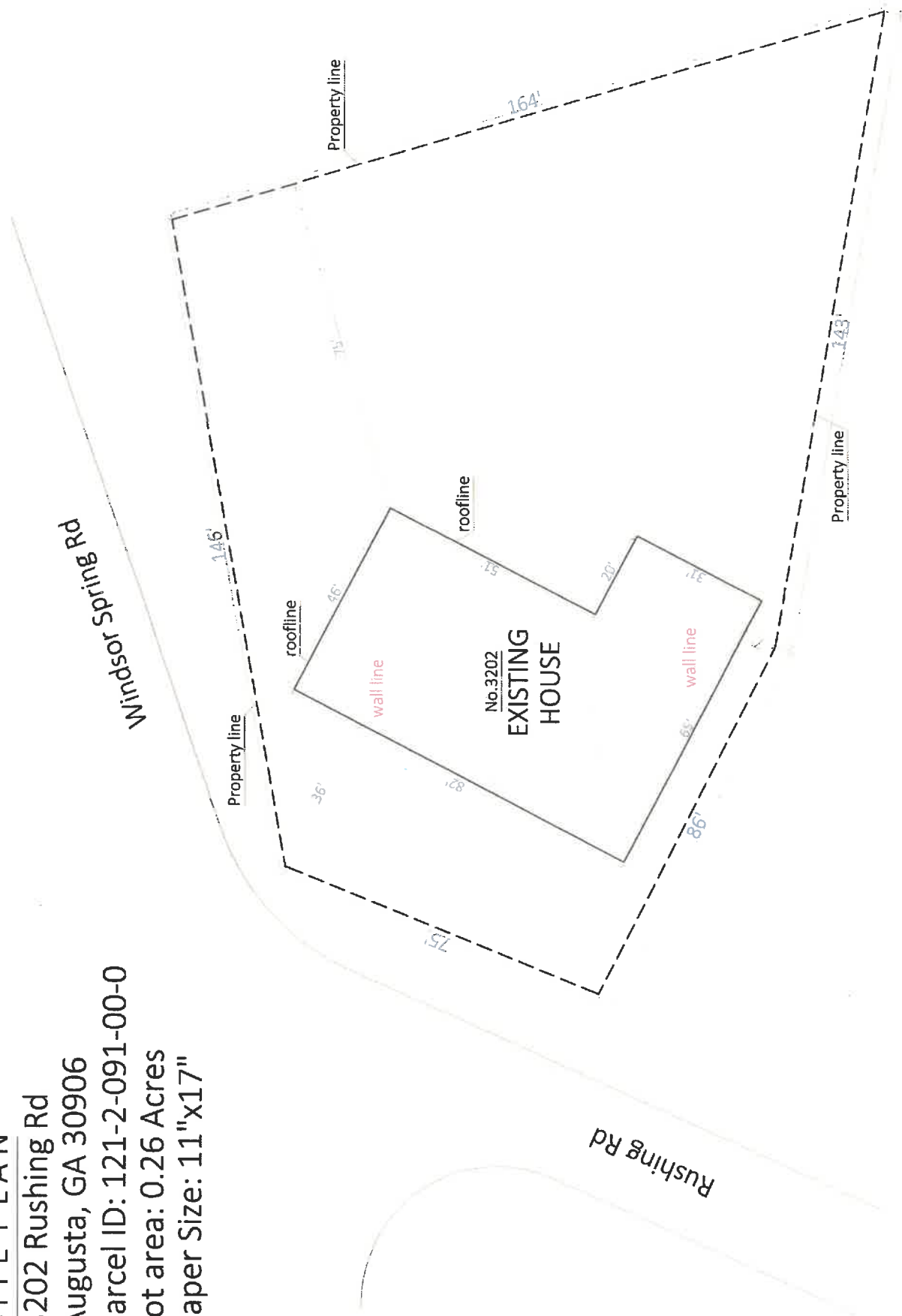
37

SITE PLAN

3202 Rushing Rd
Augusta, GA 30906
Parcel ID: 121-2-091-00-0
Lot area: 0.26 Acres
Paper Size: 11"x17"



Item 3.




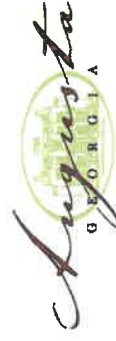
Planning Commission
SE-24-01
February 5, 2024

3202 Rushing Road

Aerial

Legend

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

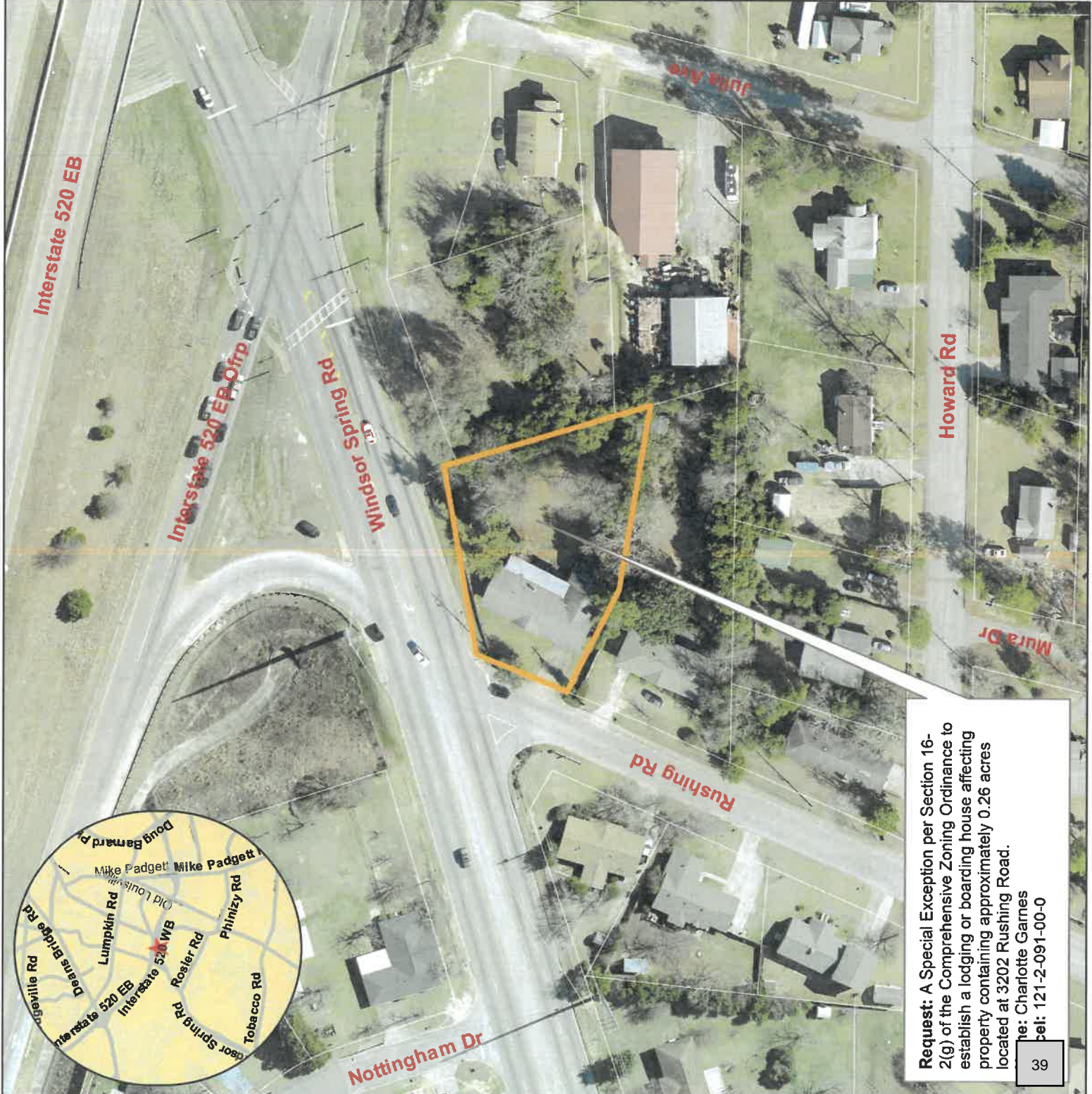
Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by the Georgia Department of Transportation. The City of Augusta, Georgia, and its employees are not responsible for any errors or omissions in the data. The City of Augusta, Georgia, and its employees are not responsible for any errors or omissions in the data. The City of Augusta, Georgia, and its employees are not responsible for any errors or omissions in the data.



0 100 Feet

Item 3.



Request: A Special Exception per Section 16-2(g) of the Comprehensive Zoning Ordinance to establish a lodging or boarding house affecting property containing approximately 0.26 acres located at 3202 Rushing Road.


Prepared by: Charlotte Barnes
Phone: 121-2-091-00-0

Planning Commission
SE-24-01
February 5, 2024

3202 Rushing Road

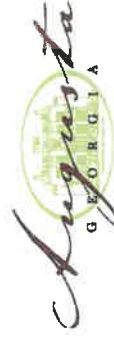
Current Zoning

Legend

 Subject Property

Zoning Classification

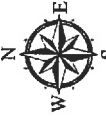
 R-1A: One Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

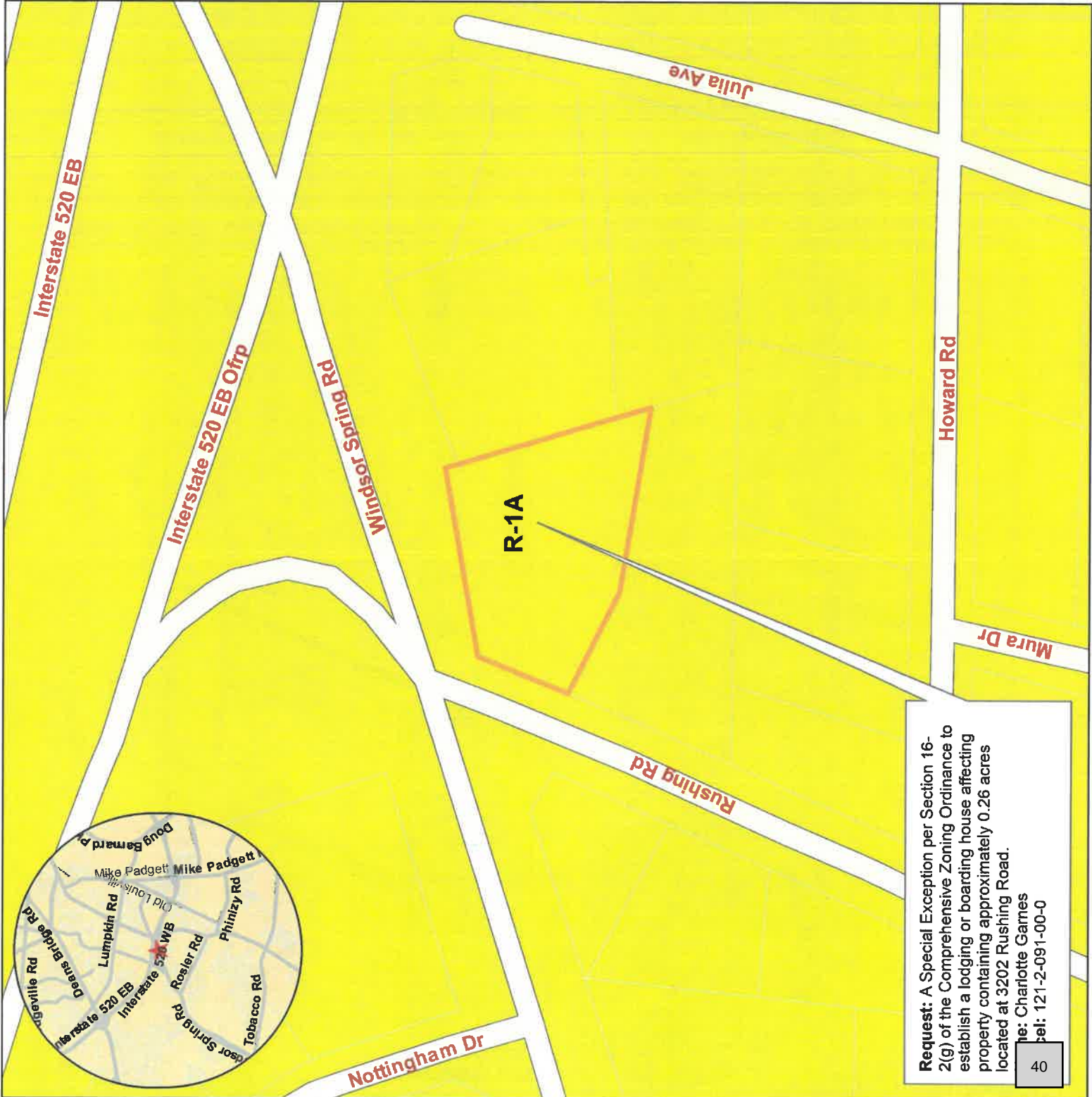
Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Augusta. The City of Augusta, GA and the companies contracted to provide this map assume no responsibility for the information or accuracy contained on this map. It is the responsibility of the user to verify the information and data for any use without the written consent of the Augusta-Richmond County Commission.



0 100 Feet

Item 3.



Request: A Special Exception per Section 16-2(g) of the Comprehensive Zoning Ordinance to establish a lodging or boarding house affecting property containing approximately 0.26 acres located at 3202 Rushing Road.
Contact: Charlotte Games
Phone: 121-2-091-00-0





Commission Meeting

February 20, 2024

Item Name: Z-24-07

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-24-07</u> – A request for concurrence with the Augusta Planning Commission to DENY this petition by Yurui Huang requesting a rezoning from zone R-1A (One-family Residential) to zone B-1 (Neighborhood Business) affecting property containing approximately 0.25 acres located at 3333 Wrightsboro Road. Tax Map #041-4-038-00-0. DISTRICT 5
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Denial
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: February 5, 2024

Case Number: Z-24-07

Applicant: Yurui Huang

Property Owner: Xingda Wellness, LLC.

Property Address: 3333 Wrightsboro Rd.

Tax Parcel No(s): 041-4-038-00-0

Fort Eisenhower Notification Required: N/A

Commission District: District 5: Bobby

Williams | Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-1A (One-Family) to B-1 (Neighborhood Commercial)	Massage Parlor and Personal Residence	Section 21

SUMMARY OF REQUEST:

The petition seeks to rezone 0.25 acres. The property features a 1964 single-story detached, single-family brick home from one-family (R-1A) to neighborhood commercial (B-1). The applicant would like to offer massage services and reside in the 1,075-square-foot residence/business.

COMPREHENSIVE PLAN CONSISTENCY:

The subject property is located within the Belair Character Area. The vision for Belair is to promote a blend of residential and non-residential uses. Congestion and high density are to be avoided. The proposed rezoning of the neighborhood commercial, B-1, could be consistent with the 2023 Comprehensive Plan.

FINDINGS:

1. The parcel is adjacent to the US Army Reserve Center.
2. A traffic signal is located at the southwest corner of the property.
3. Adjacent zoning: West: P-1 (Professional) | North: R-1A (Single -Family Residential) East: B-2 (General Business)
4. The subject property is not within a flood zone.
5. Public water and sewer are present.
6. Public transit is available within 0.2 miles the subject property.
7. The adjacent road is a principal arterial route.
8. Proposed parking is delineated.
9. A landscape plan approved by Planning & Development is required.

10. A floor plan delineating how the business will be separated from the residential portion was not provided.
11. Applicant/Owner must apply to the Augusta Commission for approval of a massage license.
12. The Level of Service (LOS) for this segment of Wrightsboro Rd is a D.
13. There are no previous zoning cases.

RECOMMENDATION: The Planning Commission recommends DENIAL of the rezoning request due to the 1,075 sq. ft. massage business also being used as a residence and increasing vehicular traffic within 75ft of a primary arterial intersection, and the unlikelihood of meeting the parking/landscaping requirements.

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

A Letter of request a zoning change for 3333 Wrightsboro Road, Augusta, GA 30909.

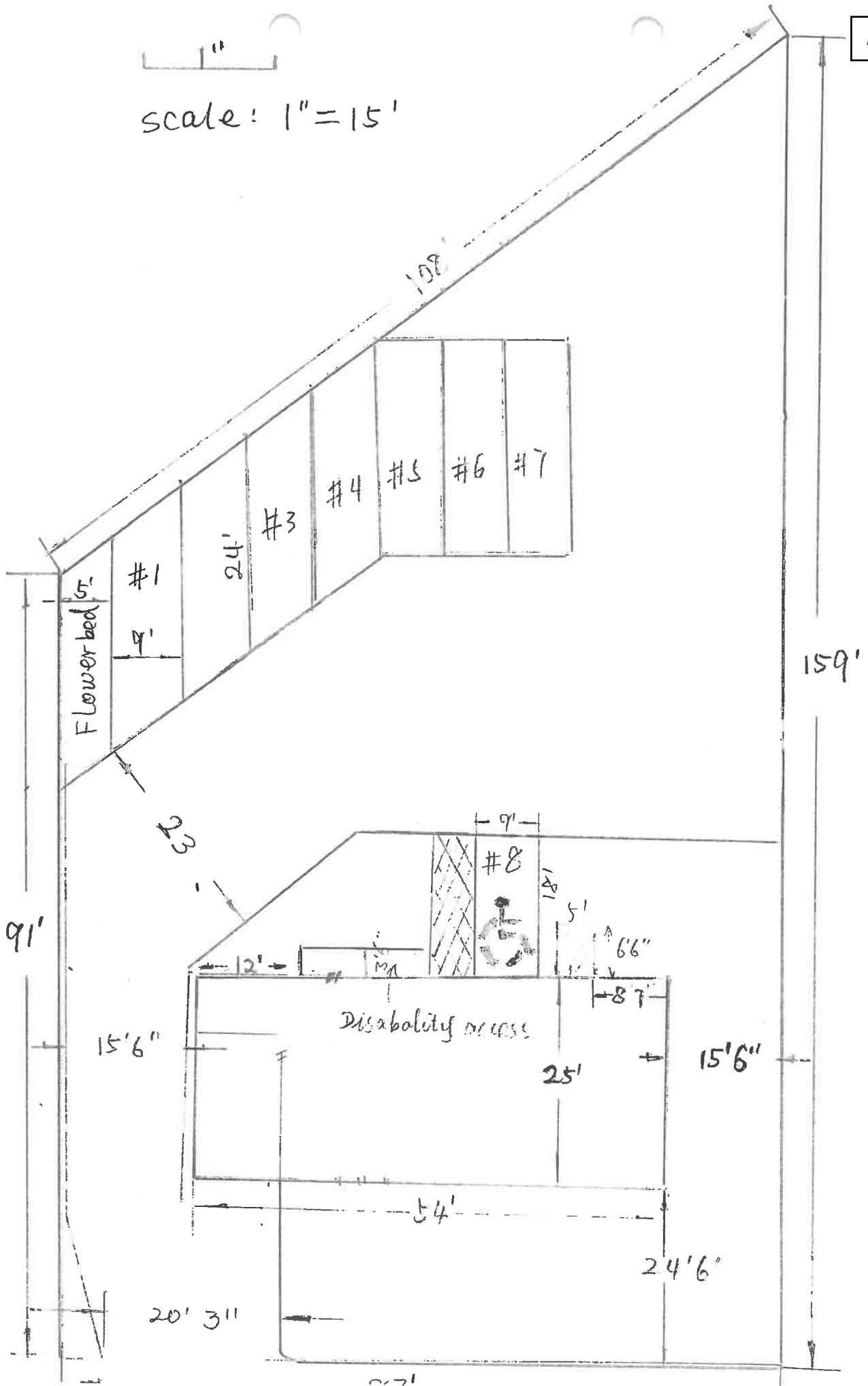
I am Yurui Huang: Registered Agent of Xingda Wellness LLC which is the owner of property 3333 Wrightsboro Road, Augusta, GA 30909 with present R-1 zoning.

Most properties around it are commercial ones. The ones on its left side are post office and military supplies. The one on its right side is a hair salon. Walmart and gas station are across the Wrightsboro Road from it. Wrightsboro Road is a busy road with many businesses on both side of road. This is one of few residential properties on Wrightsboro Road.

I am asking Department of Planning and development of Richmond County to change the R-1 district to a B-1 district to allow me to use it to do human body work business and allow the practitioners to live in it at the same time.

Application: Yurui Huang. 12/15/2023

scale: 1" = 15'




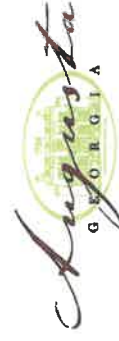
Planning Commission
Z-24-07
February 5, 2024

3333 Wrightsboro Road

Aerial

Legend

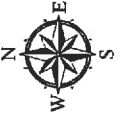
 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. As such, it is not a warranty, representation, or guarantee of accuracy by the City of Augusta. The City of Augusta, Georgia, and its employees are not responsible for any errors or omissions, or for any consequences arising from the use of the information contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.



0 100 Feet

Item 4.




Planning Commission
Z-24-07
February 5, 2024


3333 Wrightsboro Road

Current Zoning

Legend

 Subject Property

Zoning Classification

 B-1: Neighborhood Business

 B-2: General Business

 P-1: Professional

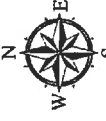
 R-1A: One Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

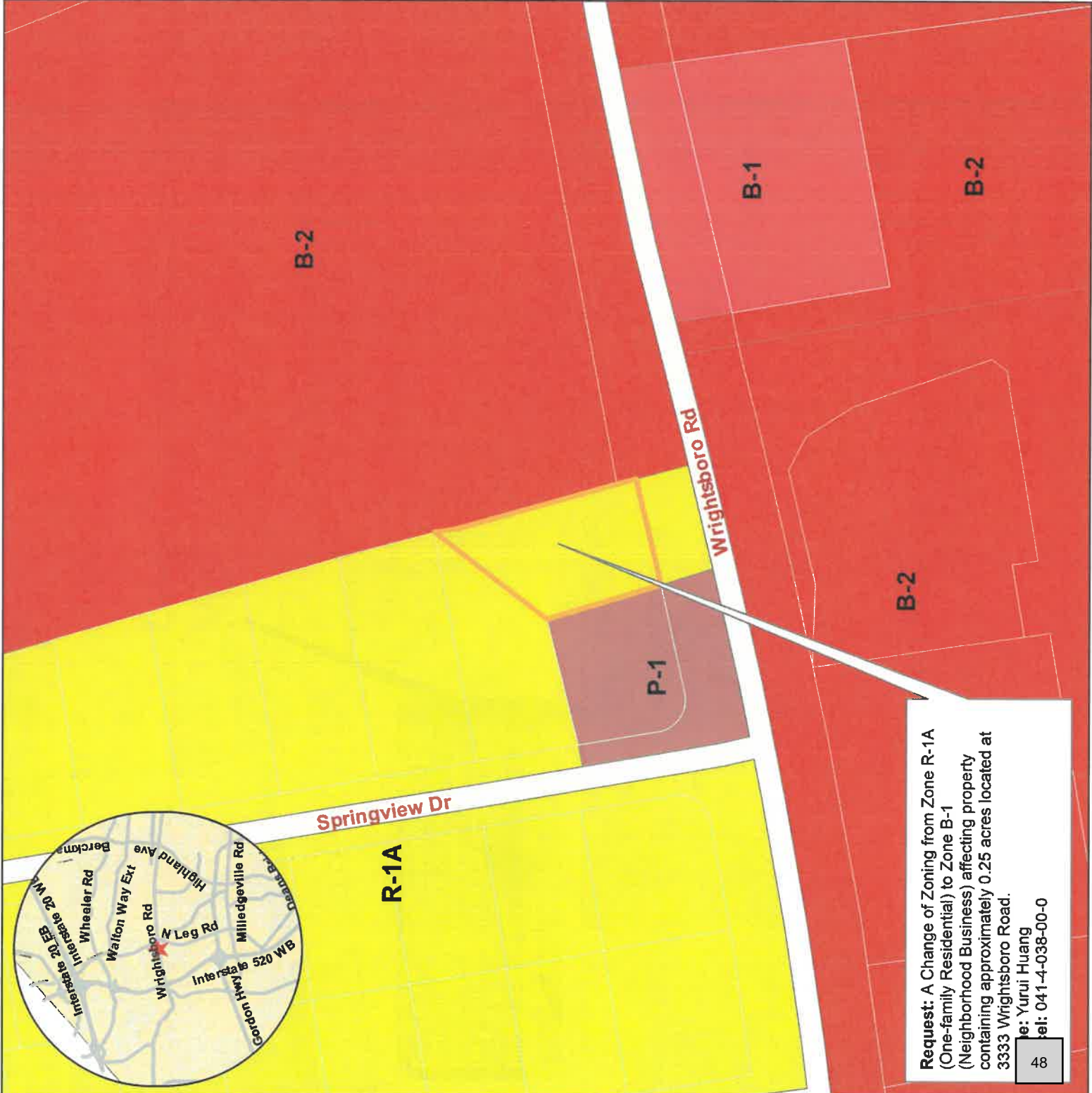
Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Augusta. The City of Augusta, GA, and the companies contracted to develop this map assume no legal responsibility for the information or accuracy contained on this map. It is hereby acknowledged that the City of Augusta, GA, and the companies contracted to develop this map do not warrant, sell or reproduce these maps or data for any purpose without the written consent of the Augusta-Richmond County Commission.

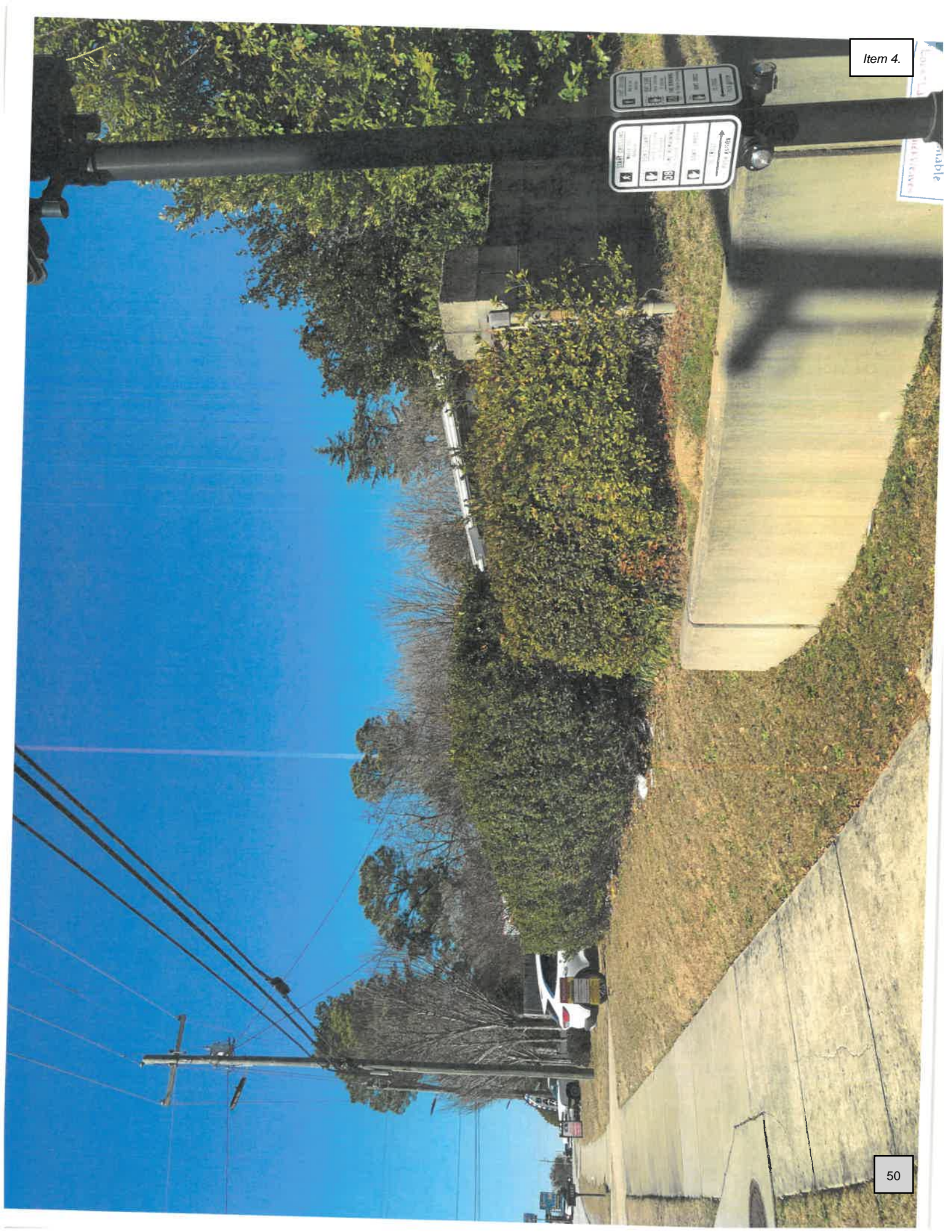


0 100 Feet

Item 4.



Request: A Change of Zoning from Zone R-1A (One-family Residential) to Zone B-1 (Neighborhood Business) affecting property containing approximately 0.25 acres located at 3333 Wrightsboro Road.
Requester: Yurui Huang
Phone: 041-4-038-00-0





Commission Meeting

February 20, 2024

Item Name: Z-24-08

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-24-08</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions this petition by J.B. Wall Investments requesting a rezoning from zone R-1B (One-family Residential) to zone R-1C (One-family Residential) affecting property containing approximately 0.41 acres located at 1513 C and S Drive. Tax Map #041-4-089-00-0. DISTRICT 2
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. Adherence to all county regulations and ordinances at the time of development is required, including but not limited to plat approval and building permits.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: February 5, 2024

Case Number: Z-24-08

Applicant: J.B. Wall Investments

Property Owner: J.B. Wall

Address of Property: 1513 C and S Dr.

Tax Parcel No(s): 041-4-089-00-0

Current Zoning: R-1B

Commission District: District 2: Stacy Pulliam |

Super District 9: Francine Scott

Fort Eisenhower Notification Required: NA



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-1B to R-1C	Construct two residences	Section 11

SUMMARY OF REQUEST:

The applicant proposes to create two new homes on the lot. The subject property is approximately 0.41 acres and had two structures dating back to the 1960's that were recently demolished.

COMPREHENSIVE PLAN CONSISTENCY:

The parcel is in the Belair Character Area. The vision for this area is to promote moderate-density, traditional neighborhood development. The proposed development would create two single-family homes and is consistent with the comprehensive plan.

FINDINGS:

1. Two structures occupied the lot until recently but now the lot is vacant.
2. C and S Drive is a local street and is approximately 500 ft. from Wrightsboro Rd., a primary arterial road.
3. The property has approximately 142 ft. of road frontage which would allow for two 70 ft. wide lots in an R-1C zoning. Until recently there were two-to-three units on the lot.
4. There are no previous zoning actions.
5. The property is not located in any wetlands or flood zones.

RECOMMENDATION: The Planning Commission recommends APPROVAL of the rezoning to R-1C with the following condition:

1. Adherence to all county regulations and ordinances at the time of development is required, including but not limited to plat approval and building permits.

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

REFERENCES:
 1. DEED: 31/1103
 2. PLAT: RR-31/Pg: 1165-1166

FILED IN PLAT CABINET
SLIDE 30 PLAT C

% SHARON R TULL %
 TAX PARCEL NO:
 041-4-088-00-0
 DEED BK/PAGE: 1088/1327
 PLAT BK/PAGE: 308/67

% WYLOS WOODS LLC %
 TAX PARCEL NO:
 041-4-084-00-0
 DEED BK/PAGE: 740/663

% DOZIER & DUNAGAN PROPERTIES LLC %
 TAX PARCEL NO:
 041-4-089-02-0
 PLAT BOOK: 31
 PLAT PAGE: 1108
 DEED BK/PAGE: 1112/562

Book 00011:0175 Augusta - Richmond County
 2015046241 11/03/2015 14:41:36.00
 \$8.00 PLAT GENERIC
 2015046241 Augusta - Richmond County

THIS PLAT MEETS THE PROVISIONS OF ACT 500 OF THE GEORGIA GENERAL ASSEMBLY, SUB-SECTION 15-6-67(j) AND DOES NOT REQUIRE APPROVAL OF THE MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY FOR FILING AND RECORDATION.

Filed in this office:
 Augusta - Richmond County
 11/03/2015 14:41:36.00
 Elaine C Johnson
 Clerk of Superior Court

Legend
 O PROPERTY CORNER
 R.B.S. REBAR SET
 R.B.F. REBAR FOUND
 C.T.F. CLOSED TOP PIPE FOUND
 O.T.F. OPEN TOP PIPE FOUND

0 75 150
 SCALE IN FEET

ACCORDING TO FEMA FIRM PANEL NUMBER 13245C 0105 F, MAP DATE 09/25/2009, THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN. THIS PROPERTY MAY BE SUBJECT TO RESTRICTIONS AND OTHER EASEMENTS NOT SHOWN HEREON BUT MAY BE RECORDED IN THE CLERK OF COURTS OFFICE.

SURVEY DATA:
 FIELD CLOSURE 0.04"
 (FROM RADIAL LOCATION)
 ANGULAR ERROR 5"/ANGLE
 NO ADJUSTMENT
 PLAT CLOSURE 1 FOOT IN 10,000
 TOPCON GTS - 230

PLAT FOR: KAIS MAALEJ

SHOWING A 0.41 Ac. TRACT LOCATED AT 1513 C & S DRIVE

AUGUSTA LAND SURVEYING, LLC
 330 FURY'S FERRY ROAD SUITE 3 BOX 160
 MARTINEZ, GA 30007
 708-394-8578
 LAND SURVEYING FIRM - LICENSE NOLLSFD01118

STATE: GEORGIA
COUNTY: RICHMOND
AREA: AUGUSTA
JOB NO. F15-282
SCALE: 1" = 50'
FLD: BF CHK: BF DWN: CAM
DATE: 10/22/2015

Planning Commission
Z-24-08
February 5, 2024
1513 C and S Drive

Aerial

Legend



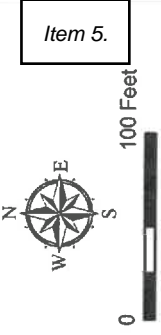
Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

Augusta, GA Disclaimer

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



Item 5.



Request: A Change of Zoning from Zone R-1B (One-family Residential) to Zone R-1C (One-family Residential) affecting property containing approximately 0.41 acres located at 1513 C and S Drive.

Prepared By: J.B. Wall Investments
Tel: 041-4-089-00-0

Planning Commission


Z-24-08

February 5, 2024

1513 C and S Drive


Current Zoning

Legend

 Subject Property

Zoning Classification

 B-1: Neighborhood Business

 B-2: General Business

 R-1B: One Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

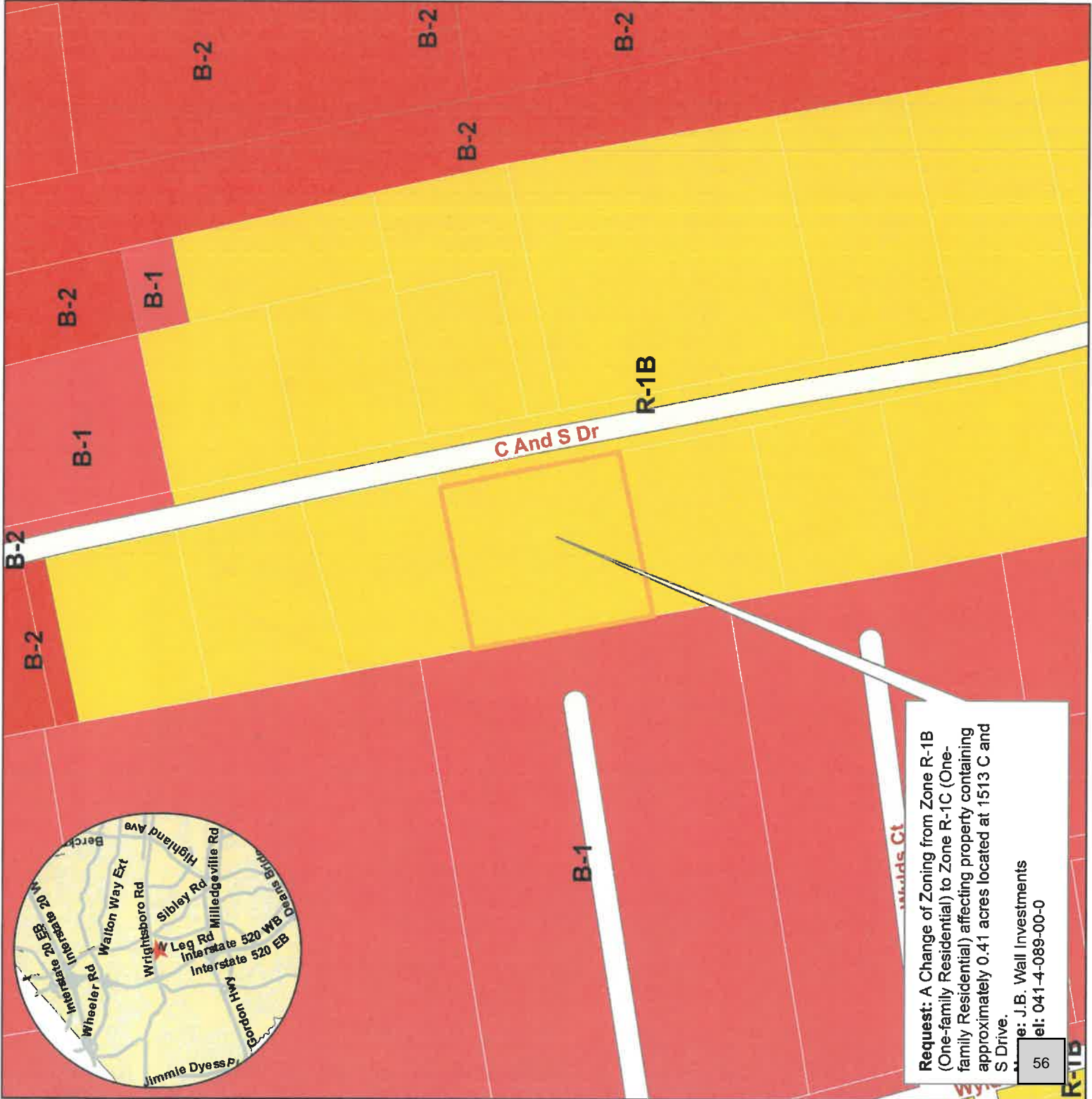
Augusta, GA Disclaimer

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



0 100 Feet

Item 5.



Request: A Change of Zoning from Zone R-1B (One-family Residential) to Zone R-1C (One-family Residential) affecting property containing approximately 0.41 acres located at 1513 C and S Drive.

Prepared by: J.B. Wall Investments
Phone: 041-4-089-00-0

Planning Commission


Z-24-08

February 5, 2024


1513 C and S Drive

Future Zoning

Legend

 Subject Property

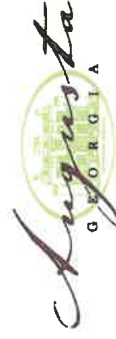
Zoning Classification

 B-1: Neighborhood Business

 B-2: General Business

 R-1B: One Family Residential

 R-1C: One Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

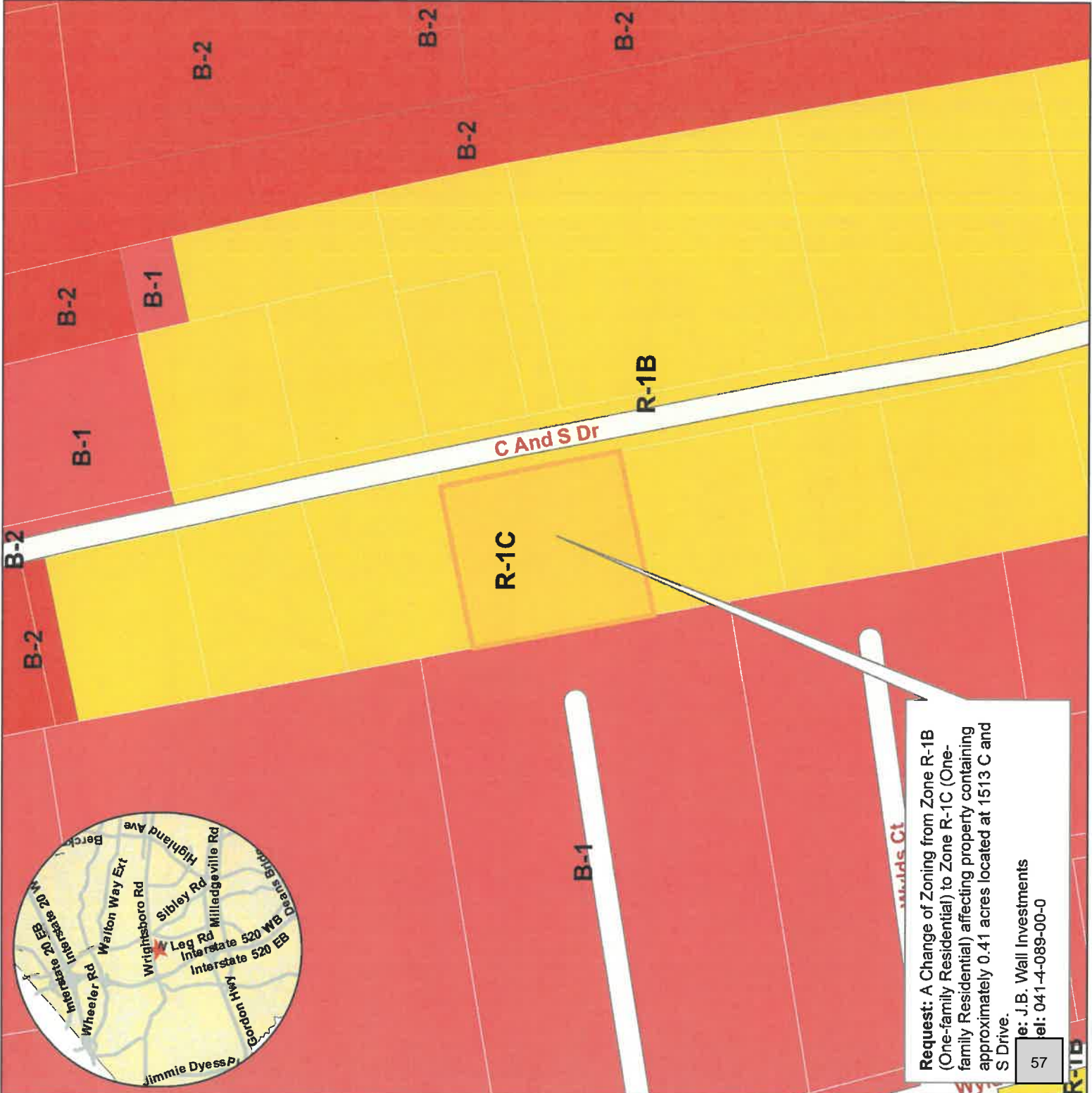
Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by the City of Augusta. The City of Augusta is not responsible for the accuracy of the data represented on this map. The City of Augusta is not responsible for the accuracy of the data represented on this map. The City of Augusta is not responsible for the accuracy of the data represented on this map.



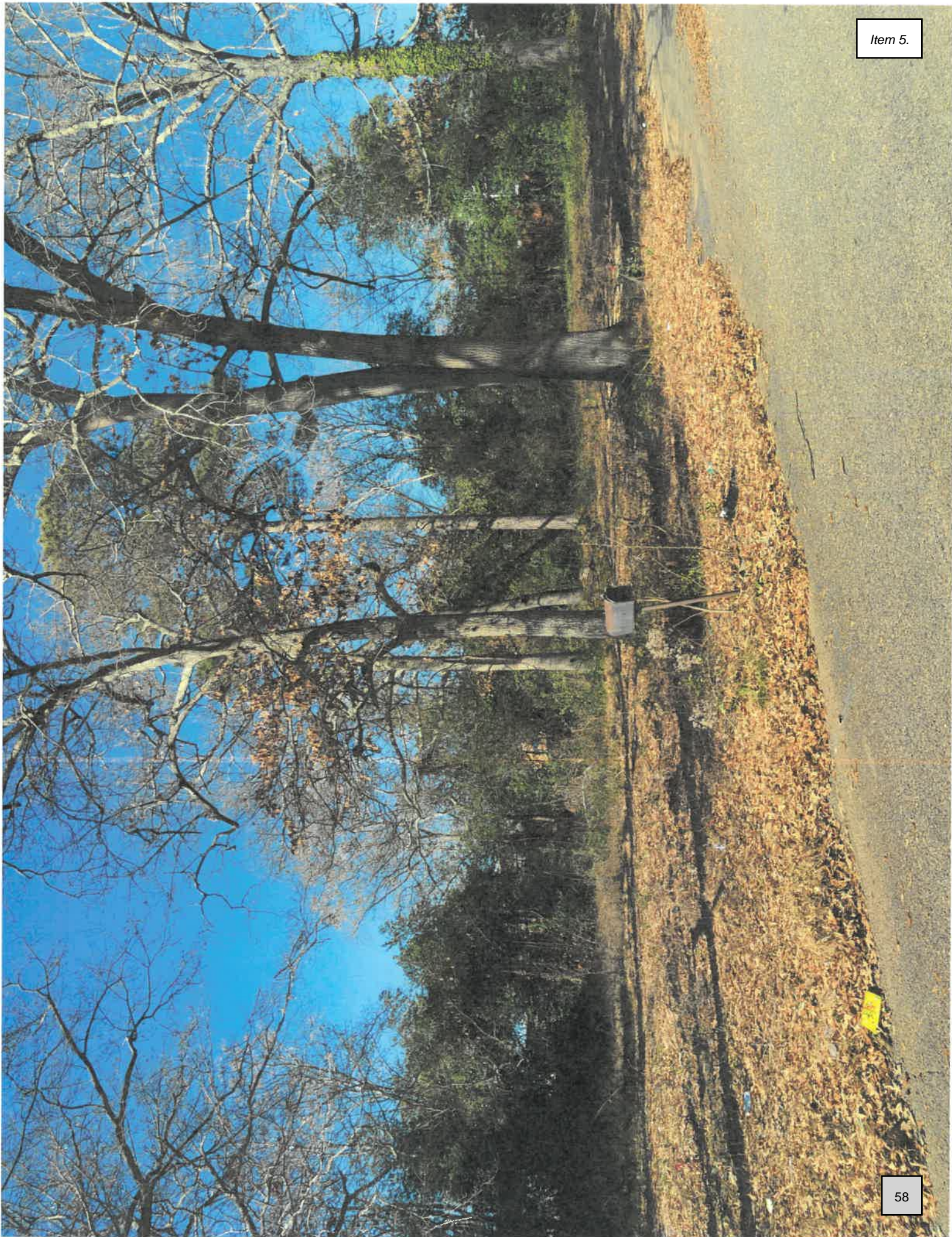
0 100 Feet

Item 5.



Request: A Change of Zoning from Zone R-1B (One-family Residential) to Zone R-1C (One-family Residential) affecting property containing approximately 0.41 acres located at 1513 C and S Drive.

Requester: J.B. Wall Investments
Phone: 041-4-089-00-0





Commission Meeting

February 20, 2024

Item Name: Z-24-09

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<p><u>Z-24-09</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions this petition by Hull Barrett on behalf of Augusta National Inc, RC Eagle I, II, III, IV & V, LLC, and et. al., requesting a rezoning from zone R-1 (One-family Residential), R-1A (One-family Residential), R-3A (Multiple-family Residential), R-3B (Multiple-family Residential), PUD (Planned Used Development), P-1 (Professional/Office), B-1 (Neighborhood Business) and B-2 (General Business) to zone B-2 (General Business) affecting properties containing approximately 506.19 acres located at 2708, 2712, 2713, 2722, 2724, 2726 Cherry Lane, 100, 229, 313, 327, 329, 335 344, 347, 349, 353, 355, 357, 360 and 420 Berckmans Road, 319, 321, 325, 330, 331, 346, 347, 350, 351, 354, 355 and 374 Heath Drive, 2704 and 2709 Hillside Lane, 2604, 2700, 2702, 2728 Washington Road, 2604 Washington Road (Tracts 1-6), 2716-2720 Washington Road (even #s), 2732-2742 Washington Road (even#s), and 1117 Stanley Drive (54 tax parcels). A complete list of tax parcels is available in the Planning and Development office upon request. DISTRICT 1 & 7</p>
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> Any improvements to the land or parking must receive approval via the site plan review process. Adherence to all county regulations and ordinances at the time of development is required.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: February 5, 2024

Case Number: Z-24-09

Applicant: Hull Barrett, PC

Property Owner: Augusta National, Inc.

Property Address: 2604 Washington Rd.

Tax Parcel No: 019-0-062-00-0+ (54 Parcels)

Current Zoning: R-1 (Single Family Residential) | R-3A/B (Multiple-Family Residential) | B-1/2 | PUD (Planned Unit Development)

Fort Eisenhower Notification Required: NA

Commission District: District 1: Jordan

Johnson | District 7: Sean Frantom | Super District 9: Francine Scott | Super District 10: Wayne Guilfoyle



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-1 (Single Family Residential) R-3A/B (Multiple-Family Residential) to B-2 (General Business)	No change in use. Private Golf Club and Commercial	Section 22

SUMMARY OF REQUEST:

The petition seeks to rezone approximately 481.59 acres of property consisting of a golf course, parking lots, and gift shops, plus hospitality and maintenance buildings. The acquisition of several parcels surrounding the golf course with different zoning prompted the owners to consolidate the zoning. The proposed rezoning applies to 54 parcels bounded by Washington Rd., Berckmans Rd., Coventry Dr., and W. Vineland Rd.

COMPREHENSIVE PLAN CONSISTENCY:

The subject property is located within the West Augusta Character Area. The vision for West Augusta is to confine commercial development to existing locations and to ensure any additional redevelopment of commercial sites will be buffered from adjoining residential areas. The proposed rezoning to general business, B-2, is consistent with the 2023 Comprehensive Plan

FINDINGS:

1. The property is not within a historic district.
2. The southern portion of the property/parcels is within the AE Flood Zone. There are no structures within the flood area.
3. Augusta National Golf Club and the ancillary activities have a heavily wooded buffer that exceeds the requirements.

4. Public water and sewer are present.
5. Public transit is available within 0.1-mile of the subject property.
6. The three roads adjacent to the property are classified as local, collector, and minor arterial streets.

RECOMMENDATIONS: The Planning Commission recommends **APPROVAL** of the proposed rezoning with the following conditions:

1. Any improvements to the land or parking must receive approval via the site plan review process.
2. Adherence to all county regulations and ordinances at the time of development is required.

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

ROBERT TYRE JONES, JR.
President in Perpetuity

CLIFFORD ROBERTS
Chairman in Memoriam

WILLIAM PORTER PAYNE
Chairman Emeritus

FRED S. RIDLEY
Chairman



December 18, 2023

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

Re: Letter of Intent Supporting Rezoning Application
Multiple Properties, See Exhibit A of Application

To whom it may concern:

Please accept this letter as our Letter of Intent in support of our application to rezone the referenced properties. The referenced companies are affiliates of Augusta National, Inc. We request that these properties be rezoned to B-2 (General Business). The approval of our rezoning application will make our contiguous properties consistently zoned.

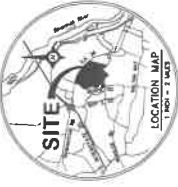
Our property uses are deemed legal, non-conforming, a grandfathered term when the zoning regulations were adopted by the City in 1963. The requested zoning reclassification is to bring our current property to conform with the City's zoning regulations.

Our intent of use is to continue to develop and use the referenced properties to ensure the success of the Masters Tournament operations. If you have any questions, please feel free to call me at (706) 667-6117.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert L. Geoffroy".

Robert L. Geoffroy
Chief Property and Planning Officer



- REFERENCES:
1. PLAT FOR AUGUSTA, GEORGIA, PREPARED BY CRANSTON ENGINEERING GROUP, INC., 1000 N. WILSON ROAD, SUITE 100, AUGUSTA, GEORGIA 30606.
 2. PLAT FOR AUGUSTA, GEORGIA, PREPARED BY CRANSTON ENGINEERING GROUP, INC., 1000 N. WILSON ROAD, SUITE 100, AUGUSTA, GEORGIA 30606.
 3. PLAT FOR AUGUSTA, GEORGIA, PREPARED BY CRANSTON ENGINEERING GROUP, INC., 1000 N. WILSON ROAD, SUITE 100, AUGUSTA, GEORGIA 30606.
 4. PLAT FOR AUGUSTA, GEORGIA, PREPARED BY CRANSTON ENGINEERING GROUP, INC., 1000 N. WILSON ROAD, SUITE 100, AUGUSTA, GEORGIA 30606.
 5. PLAT FOR AUGUSTA, GEORGIA, PREPARED BY CRANSTON ENGINEERING GROUP, INC., 1000 N. WILSON ROAD, SUITE 100, AUGUSTA, GEORGIA 30606.
 6. PLAT FOR AUGUSTA, GEORGIA, PREPARED BY CRANSTON ENGINEERING GROUP, INC., 1000 N. WILSON ROAD, SUITE 100, AUGUSTA, GEORGIA 30606.
 7. PLAT FOR AUGUSTA, GEORGIA, PREPARED BY CRANSTON ENGINEERING GROUP, INC., 1000 N. WILSON ROAD, SUITE 100, AUGUSTA, GEORGIA 30606.
 8. PLAT FOR AUGUSTA, GEORGIA, PREPARED BY CRANSTON ENGINEERING GROUP, INC., 1000 N. WILSON ROAD, SUITE 100, AUGUSTA, GEORGIA 30606.
 9. PLAT FOR AUGUSTA, GEORGIA, PREPARED BY CRANSTON ENGINEERING GROUP, INC., 1000 N. WILSON ROAD, SUITE 100, AUGUSTA, GEORGIA 30606.
 10. PLAT FOR AUGUSTA, GEORGIA, PREPARED BY CRANSTON ENGINEERING GROUP, INC., 1000 N. WILSON ROAD, SUITE 100, AUGUSTA, GEORGIA 30606.

- LINE TABLE
- | LINE # | DIRECTION | LENGTH |
|--------|-----------------|--------|
| 1 | S 89° 54' 30" W | 100.00 |
| 2 | S 89° 54' 30" W | 100.00 |
| 3 | S 89° 54' 30" W | 100.00 |
| 4 | S 89° 54' 30" W | 100.00 |
| 5 | S 89° 54' 30" W | 100.00 |
| 6 | S 89° 54' 30" W | 100.00 |
| 7 | S 89° 54' 30" W | 100.00 |
| 8 | S 89° 54' 30" W | 100.00 |
| 9 | S 89° 54' 30" W | 100.00 |
| 10 | S 89° 54' 30" W | 100.00 |

- LINE TABLE
- | LINE # | DIRECTION | LENGTH |
|--------|-----------------|--------|
| 11 | S 89° 54' 30" W | 100.00 |
| 12 | S 89° 54' 30" W | 100.00 |
| 13 | S 89° 54' 30" W | 100.00 |
| 14 | S 89° 54' 30" W | 100.00 |
| 15 | S 89° 54' 30" W | 100.00 |
| 16 | S 89° 54' 30" W | 100.00 |
| 17 | S 89° 54' 30" W | 100.00 |
| 18 | S 89° 54' 30" W | 100.00 |
| 19 | S 89° 54' 30" W | 100.00 |
| 20 | S 89° 54' 30" W | 100.00 |

- LINE TABLE
- | LINE # | DIRECTION | LENGTH |
|--------|-----------------|--------|
| 21 | S 89° 54' 30" W | 100.00 |
| 22 | S 89° 54' 30" W | 100.00 |
| 23 | S 89° 54' 30" W | 100.00 |
| 24 | S 89° 54' 30" W | 100.00 |
| 25 | S 89° 54' 30" W | 100.00 |
| 26 | S 89° 54' 30" W | 100.00 |
| 27 | S 89° 54' 30" W | 100.00 |
| 28 | S 89° 54' 30" W | 100.00 |
| 29 | S 89° 54' 30" W | 100.00 |
| 30 | S 89° 54' 30" W | 100.00 |

LINE #	DIRECTION	LENGTH
31	S 89° 54' 30" W	100.00
32	S 89° 54' 30" W	100.00
33	S 89° 54' 30" W	100.00
34	S 89° 54' 30" W	100.00
35	S 89° 54' 30" W	100.00
36	S 89° 54' 30" W	100.00
37	S 89° 54' 30" W	100.00
38	S 89° 54' 30" W	100.00
39	S 89° 54' 30" W	100.00
40	S 89° 54' 30" W	100.00

LINE #	DIRECTION	LENGTH
41	S 89° 54' 30" W	100.00
42	S 89° 54' 30" W	100.00
43	S 89° 54' 30" W	100.00
44	S 89° 54' 30" W	100.00
45	S 89° 54' 30" W	100.00
46	S 89° 54' 30" W	100.00
47	S 89° 54' 30" W	100.00
48	S 89° 54' 30" W	100.00
49	S 89° 54' 30" W	100.00
50	S 89° 54' 30" W	100.00

LINE #	DIRECTION	LENGTH
51	S 89° 54' 30" W	100.00
52	S 89° 54' 30" W	100.00
53	S 89° 54' 30" W	100.00
54	S 89° 54' 30" W	100.00
55	S 89° 54' 30" W	100.00
56	S 89° 54' 30" W	100.00
57	S 89° 54' 30" W	100.00
58	S 89° 54' 30" W	100.00
59	S 89° 54' 30" W	100.00
60	S 89° 54' 30" W	100.00

LINE #	DIRECTION	LENGTH
61	S 89° 54' 30" W	100.00
62	S 89° 54' 30" W	100.00
63	S 89° 54' 30" W	100.00
64	S 89° 54' 30" W	100.00
65	S 89° 54' 30" W	100.00
66	S 89° 54' 30" W	100.00
67	S 89° 54' 30" W	100.00
68	S 89° 54' 30" W	100.00
69	S 89° 54' 30" W	100.00
70	S 89° 54' 30" W	100.00

LINE #	DIRECTION	LENGTH
71	S 89° 54' 30" W	100.00
72	S 89° 54' 30" W	100.00
73	S 89° 54' 30" W	100.00
74	S 89° 54' 30" W	100.00
75	S 89° 54' 30" W	100.00
76	S 89° 54' 30" W	100.00
77	S 89° 54' 30" W	100.00
78	S 89° 54' 30" W	100.00
79	S 89° 54' 30" W	100.00
80	S 89° 54' 30" W	100.00

LINE #	DIRECTION	LENGTH
81	S 89° 54' 30" W	100.00
82	S 89° 54' 30" W	100.00
83	S 89° 54' 30" W	100.00
84	S 89° 54' 30" W	100.00
85	S 89° 54' 30" W	100.00
86	S 89° 54' 30" W	100.00
87	S 89° 54' 30" W	100.00
88	S 89° 54' 30" W	100.00
89	S 89° 54' 30" W	100.00
90	S 89° 54' 30" W	100.00

LINE #	DIRECTION	LENGTH
91	S 89° 54' 30" W	100.00
92	S 89° 54' 30" W	100.00
93	S 89° 54' 30" W	100.00
94	S 89° 54' 30" W	100.00
95	S 89° 54' 30" W	100.00
96	S 89° 54' 30" W	100.00
97	S 89° 54' 30" W	100.00
98	S 89° 54' 30" W	100.00
99	S 89° 54' 30" W	100.00
100	S 89° 54' 30" W	100.00

LINE #	DIRECTION	LENGTH
101	S 89° 54' 30" W	100.00
102	S 89° 54' 30" W	100.00
103	S 89° 54' 30" W	100.00
104	S 89° 54' 30" W	100.00
105	S 89° 54' 30" W	100.00
106	S 89° 54' 30" W	100.00
107	S 89° 54' 30" W	100.00
108	S 89° 54' 30" W	100.00
109	S 89° 54' 30" W	100.00
110	S 89° 54' 30" W	100.00

LINE #	DIRECTION	LENGTH
111	S 89° 54' 30" W	100.00
112	S 89° 54' 30" W	100.00
113	S 89° 54' 30" W	100.00
114	S 89° 54' 30" W	100.00
115	S 89° 54' 30" W	100.00
116	S 89° 54' 30" W	100.00
117	S 89° 54' 30" W	100.00
118	S 89° 54' 30" W	100.00
119	S 89° 54' 30" W	100.00
120	S 89° 54' 30" W	100.00

LINE #	DIRECTION	LENGTH
121	S 89° 54' 30" W	100.00
122	S 89° 54' 30" W	100.00
123	S 89° 54' 30" W	100.00
124	S 89° 54' 30" W	100.00
125	S 89° 54' 30" W	100.00
126	S 89° 54' 30" W	100.00
127	S 89° 54' 30" W	100.00
128	S 89° 54' 30" W	100.00
129	S 89° 54' 30" W	100.00
130	S 89° 54' 30" W	100.00

COMPILED MAP
PREPARED FOR
AUGUSTA NATIONAL GOLF CLUB
SHOWING PROPERTIES LOCATED IN THE 9314 G.W.D.
AUGUSTA, RICHMOND COUNTY, GEORGIA
JANUARY 11, 2024
SCALE 1" = 100'
PREPARED BY
CRANSTON
433 Ellis Street, Augusta, Georgia 30601
Telephone 706-722-1888
cranstonengineering.com

LEGEND
EXISTING PROPERTY LINE
ACQUIRED PROPERTY LINE
1" = 100'
1" = 100'
1" = 100'

COMPILED MAP NOTE
THIS MAP WAS PREPARED BY CRANSTON ENGINEERING GROUP, INC. FROM RECORDS, SURVEY DATA, AND FIELD MEASUREMENTS. IT IS NOT A GUARANTEE OF ACCURACY. THE USER ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. CRANSTON ENGINEERING GROUP, INC. IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS MAP.

CRANSTON ENGINEERING GROUP, INC.
433 Ellis Street, Augusta, Georgia 30601
Telephone 706-722-1888
cranstonengineering.com

CRANSTON ENGINEERING GROUP, INC.
433 Ellis Street, Augusta, Georgia 30601
Telephone 706-722-1888
cranstonengineering.com

CRANSTON ENGINEERING GROUP, INC.
433 Ellis Street, Augusta, Georgia 30601
Telephone 706-722-1888
cranstonengineering.com

CRANSTON ENGINEERING GROUP, INC.
433 Ellis Street, Augusta, Georgia 30601
Telephone 706-722-1888
cranstonengineering.com

CRANSTON ENGINEERING GROUP, INC.
433 Ellis Street, Augusta, Georgia 30601
Telephone 706-722-1888
cranstonengineering.com

CRANSTON ENGINEERING GROUP, INC.
433 Ellis Street, Augusta, Georgia 30601
Telephone 706-722-1888
cranstonengineering.com



AUGUSTA COUNTRY CLUB

January 16, 2024

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

To Whom It May Concern:

We are the current President and Vice President of the Augusta Country Club. Our property adjoins Augusta National Golf Club. We understand Augusta National Golf Club is seeking a rezoning of its property and we have been fully briefed concerning that rezoning petition. As adjacent neighbors to the property involved, we hereby endorse and fully support the request for rezoning and would appreciate your favorable action on that request.

Thank you for consideration of this endorsement.

Nicholas Gladd

President Augusta Country Club

Matthew Mills

Vice President Augusta Country Club

Exhibit A
Application for Rezoning

<u>Owner</u>	<u>Site Address</u>	<u>Parcel Number</u>	<u>Zoning Classification</u> (Per GIS Database)	<u>Deed Recording</u> (Book Page)	<u>Plat Recording</u> (Book/Page)
1. Augusta National, Inc.	2604 Washington Road Augusta, GA 30909	019-0-062-00-0	R-1; B-2	12-S/504 12-S/505 12-Z/460 12-Z/461 12-Z/464 13-T/504 13-T/505 13-T/546 15-L/386 1/2219 703/1402 718/1541 750/1931	8-V/99 12-S/506 12-N/47 13-T/504 5-L/438 1/227 703/1400 718/1539 750/1926
2. Augusta National, Inc.	2700 Washington Road Augusta, GA 30909	013-3-156-00-0	R-1; B-2	1567/384	13/10
3. RC Eagle I, LLC	2604 Washington Road Tract 1 Augusta, GA 30909	026-1-069-00-0	R-1	1588/2040	13/145
4. RC Eagle II, LLC	2604 Washington Road Tract 2 Augusta, GA 30909	026-1-070-00-0	R-1	1588/2043	13/145
5. RC Eagle III, LLC	2604 Washington Road Tract 3 Augusta, GA 30909	026-1-071-00-0	R-1	1588/2046	13/145
6. RC Eagle IV, LLC	2604 Washington Road Tract 4 Augusta, GA 30909	026-1-072-00-0	R-1	1588/2049	13/145
7. RC Eagle V, LLC	2604 Washington Road Tract 6 Augusta, GA 30909	026-1-075-00-0	R-1	1618/2169	13/282
8. Brookside West Ventures, LLC	420 Berckmans Road Augusta, GA 30909	025-2-114-01-0	R-3A; R-3B; PUD; R-1	1501/1209 1501/1216	Unrecorded Dated 8/11/2016

9. Berckman Residential Properties, LLC	2702 Washington Road, Augusta, GA 30909	013-0-026-00-0	B-2	1552/327	12/161
10. BCRE Investments, LLC	2716 Washington Road, Augusta, GA 30909	013-0-025-01-0	B-1; B-2		
11. Berckman Residential Properties, LLC	2718 Washington Road, Augusta, GA 30909	013-0-024-00-0	B-2		
12. Berckman Residential Properties, LLC	2720 Washington Road, Augusta, GA 30909	013-0-023-01-0	B-2		
13. Berckman Residential Properties, LLC	2728 Washington Road, Augusta, GA 30909	013-0-023-00-0	B-2	1555/1866	12/221
14. Berckman Residential Properties, LLC	2734 Washington Road, Augusta, GA 30909	013-0-022-00-0	B-2		
15. Berckman Residential Properties, LLC	2732 Washington Road, Augusta, GA 30909	013-0-042-00-0	B-2	1555/1866	12/221
16. Berckman Residential Properties, LLC	2736 Washington Road, Augusta, GA 30909	013-0-022-01-0	B-2	1856/1253	17/117
17. Berckman Residential Properties, LLC	2738 Washington Road, Augusta, GA 30909	013-0-021-01-0	B-2	1711/2572	
18. Berckman Residential Properties, LLC	2740 Washington Road, Augusta, GA 30909	013-0-020-00-0	B-2		
19. Berckman Residential Properties, LLC	2742 Washington Road, Augusta, GA 30909	013-0-016-00-0	B-1; B-2		
20. Berckman Residential Properties, LLC	100 Berckmans Road, Augusta, GA 30909	013-0-018-00-0	B-2		
21. Berckman Residential Properties, LLC	325 Heath Drive, Augusta, GA 30909	019-0-002-00-0	B-2		
22. Berckman Residential Properties, LLC	321 Heath Drive, Augusta, GA 30909	019-0-003-00-0	B-2		
23. Berckman Residential Properties, LLC	319 Heath Drive, Augusta, GA 30909	019-0-004-00-0	B-2		
24. Berckman Residential Properties, LLC	1117 Stanley Drive, Augusta, GA 30909	018-0-073-00-0	R-1; R-1A		
25. Berckman Residential Properties, LLC	331 Heath Drive, Augusta, GA 30909	019-0-001-00-0	B-2; R-1	1497/1300	11/129
26. Berckman Residential Properties, LLC	313 Berckmans Road, Augusta, GA 30909	019-0-024-00-0	R-1; B-2	1554/1503	12/207
27. Berckman Residential Properties, LLC	229 Berckmans Road, Augusta, GA 30909	018-0-068-01-0 (East of Berckmans Rd.)	R-3B; R-1A P-1; B-1; B-2		

28.Berckman Residential Properties, LLC	347 Heath Drive, Augusta, GA 30909	018-0-077-00-0	R-1		
29.Berckman Residential Properties, LLC	346 Heath Drive, Augusta, GA 30909	018-0-101-00-0	R-1	1497/1300	11/129
30.Berckman Residential Properties, LLC	329 Berckmans Road, Augusta, GA 30909	019-0-043-00-0	R-1; B-2	1554/1487	12/206
31.Berckman Residential Properties, LLC	327 Berckmans Road, Augusta, GA 30909	019-0-042-00-0	R-1		
32.Berckman Residential Properties, LLC	2713 Cherry Lane, Augusta, GA 30909	019-0-051-00-0	R-1		
33.Berckman Residential Properties, LLC	335 Berckmans Road, Augusta, GA 30909	019-0-046-00-0	R-1		
34.Berckman Residential Properties, LLC	2704 Hillside Lane, Augusta, GA 30909	019-0-040-00-0	R-1		
35.Berckman Residential Properties, LLC	330 Heath Drive, Augusta, GA 30909	019-0-035-00-0	B-2		
36.Berckman Residential Properties, LLC	2709 Hillside Lane, Augusta, GA 30909	019-0-032-00-0	B-2		
37.Berckman Residential Properties, LLC	351 Heath Drive, Augusta, GA 30909	018-0-078-00-0 (East of Berckmans Rd.)	R-1		
38.Berckman Residential Properties, LLC	350 Heath Drive, Augusta, GA 30909	018-0-103-00-0	R-1		
39.Berckman Residential Properties, LLC	2726 Cherry Lane, Augusta, GA 30909	018-0-104-00-0	R-1		
40.Berckman Residential Properties, LLC	2724 Cherry Lane, Augusta, GA 30909	018-0-105-00-0	R-1	960/1503	1/631
41.Berckman Residential Properties, LLC	2722 Cherry Lane, Augusta, GA 30909	018-0-106-00-0	R-1		
42.Berckman Residential Properties, LLC	2712 Cherry Lane, Augusta, GA 30909	018-0-107-00-0	R-1		
43.Berckman Residential Properties, LLC	2708 Cherry Lane, Augusta, GA 30909	019-0-065-00-0	R-1		
44.Berckman Residential Properties, LLC	354 Heath Drive, Augusta, GA 30909	018-0-123-00-0	R-1	871/497	871/496
45.Berckman Residential Properties, LLC	355 Heath Drive, Augusta, GA 30909	018-0-079-00-0 (West of Berckmans Rd.)	R-1	1055/778	2/302
46.Berckman Residential	347 Berckmans Road,	018-0-109-00-0	R-1	833/9	833/5

Properties, LLC	Augusta, GA 30909				
47. Berckman Residential Properties, LLC	349 Berckmans Road, Augusta, GA 30909	018-0-111-01-0	R-1		
48. Berckman Residential Properties, LLC	353 Berckmans Road, Augusta, GA 30909	018-0-112-00-0	R-1	1034/675	2/15
49. Berckman Residential Properties, LLC	374 Heath Drive, Augusta, GA 30909	018-0-115-00-0	R-1	1515/789	12/6
50. Berckman Residential Properties, LLC	355 Berckmans Road, Augusta, GA 30909	018-0-113-00-0	R-1		
51. Berckman Residential Properties, LLC	357 Berckmans Road, Augusta, GA 30909	018-0-114-00-0	R-1	1524/1727	11/129
52. Berckman Residential Properties, LLC	344 Berckmans Road, Augusta, GA 30909	018-4-233-00-0	R-1		
53. Berckman Residential Properties, LLC	360 Berckmans Road, Augusta, GA 30909	018-0-087-00-0	R-1		

Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

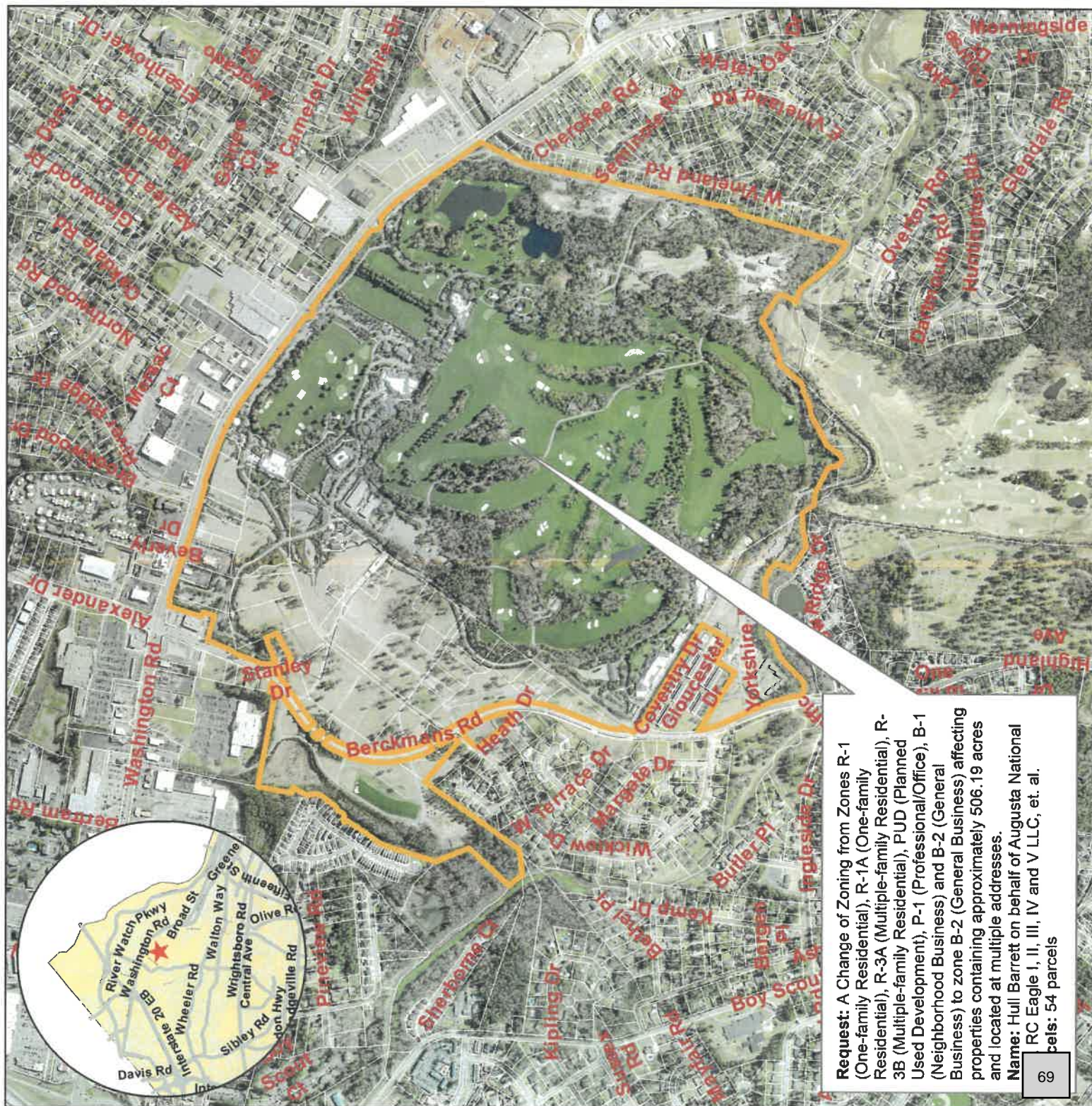
Augusta, GA Disclaimer

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



Item 6.

0 1,000 Feet



Request: A Change of Zoning from Zones R-1 (One-family Residential), R-1A (One-family Residential), R-3A (Multiple-family Residential), R-3B (Multiple-family Residential), PUD (Planned Used Development), P-1 (Professional/Office), B-1 (Neighborhood Business) and B-2 (General Business) to zone B-2 (General Business) affecting properties containing approximately 506.19 acres and located at multiple addresses.

Name: Hull Barrett on behalf of Augusta National
RC Eagle I, II, III, IV and V LLC, et. al.

cells: 54 parcels

Planning Commission
Z-24-09
February 5, 2024

Multiple addresses

Current Zoning

Legend

Subject Property

Zoning Classification

- B-1: Neighborhood Business
- B-2: General Business
- P-1: Professional
- PUD: Planned Unit Development
- R-1: One Family Residential
- R-1A: One Family Residential
- R-1C: One Family Residential
- R-1D: One Family Residential
- R-1E: One Family Residential
- R-3A: Multiple-Family Residential
- R-3B: Multiple-Family Residential
- R-3C: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

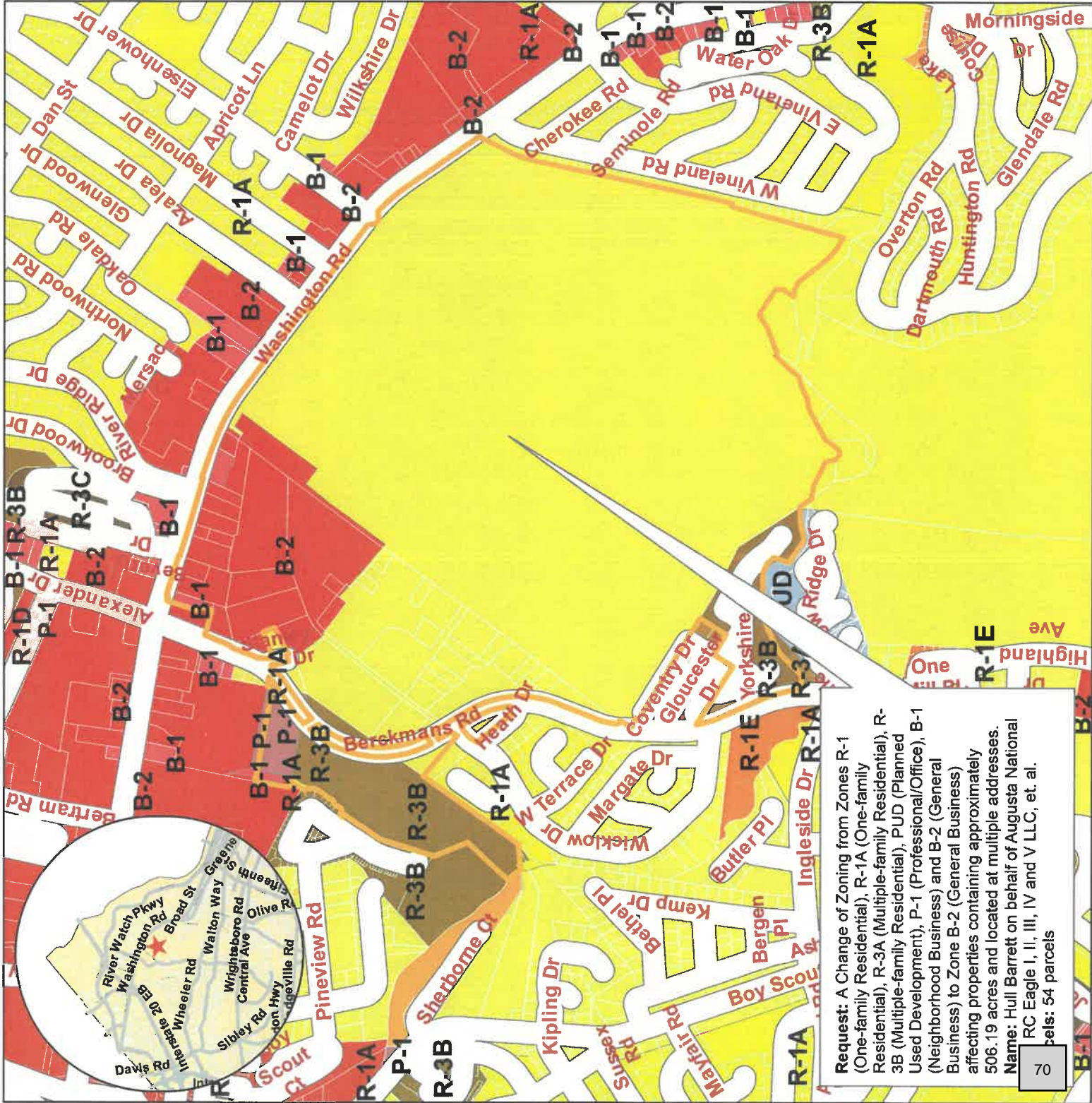
Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available and is not a warranty, representation, or guarantee of accuracy by the City of Augusta. The City of Augusta is not responsible for any errors or omissions in the data or for any consequences arising from the use of the map. The user assumes all responsibility for the use of the map and its contents. The City of Augusta is not responsible for any damages, including consequential damages, arising from the use of the map. The City of Augusta is not responsible for any information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.



0 1,000 Feet

Item 6.




Request: A Change of Zoning from Zones R-1 (One-family Residential), R-1A (One-family Residential), R-3A (Multiple-family Residential), R-3B (Multiple-family Residential), PUD (Planned Unit Development), P-1 (Professional/Office), B-1 (Neighborhood Business) and B-2 (General Business) to Zone B-2 (General Business) affecting properties containing approximately 506.19 acres and located at multiple addresses.
Name: Hull Barrett on behalf of Augusta National RC Eagle I, II, III, IV and V LLC, et. al.
Parcels: 54 parcels

Planning Commission
Z-24-09
February 5, 2024













Multiple addresses

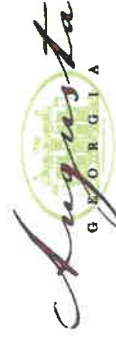
Future Zoning

Legend

 Subject Property

Zoning Classification

-  B-1: Neighborhood Business
-  B-2: General Business
-  P-1: Professional
-  PUD: Planned Unit Development
-  R-1: One Family Residential
-  R-1A: One Family Residential
-  R-1C: One Family Residential
-  R-1D: One Family Residential
-  R-1E: One Family Residential
-  R-3A: Multiple-Family Residential
-  R-3B: Multiple-Family Residential
-  R-3C: Multiple-Family Residential



Produced By: City of Augusta
 Planning & Development Department
 535 Telfair Street Suite 300
 Augusta, GA 30901
 1/12/2024 MH18072

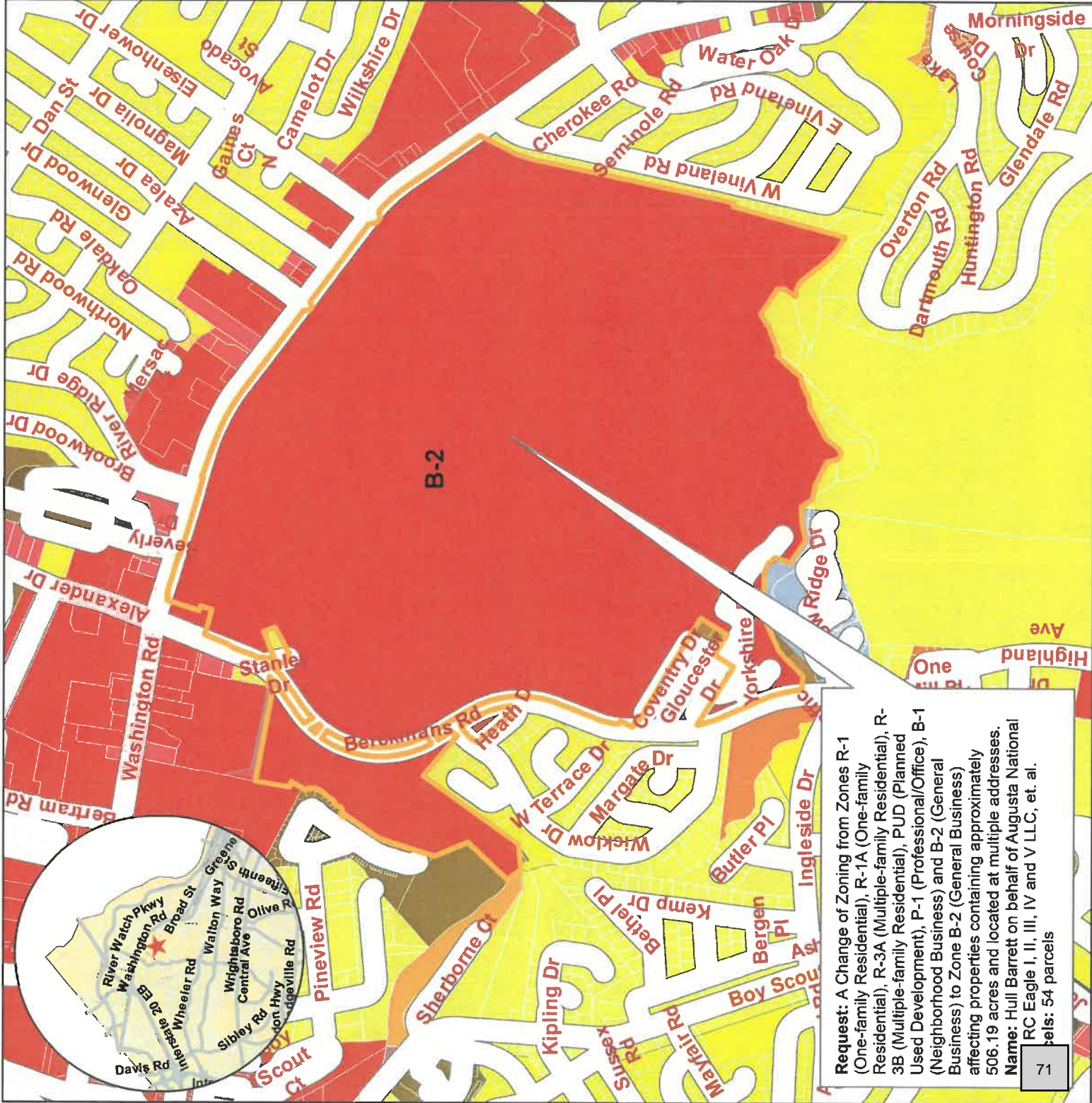
Augusta, GA Disclaimer

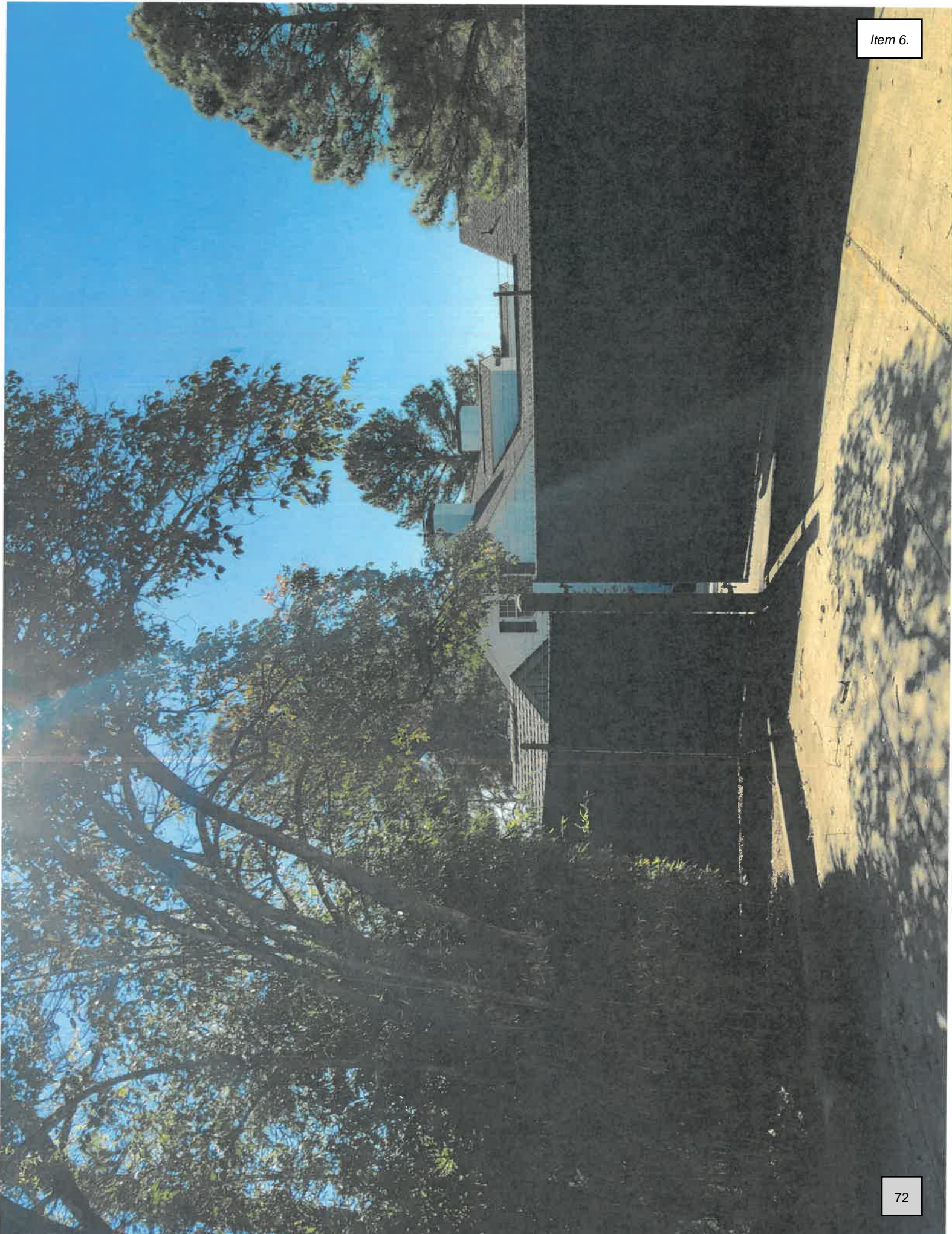
The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Augusta. The City of Augusta, GA, and the companies contracted to provide information on this map are not responsible for the information or accuracy contained on this map. It is the responsibility of the user to reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.



0 1,000 Feet

Item 6.







REZONING

PLANNING COMMISSION

B-1, B-1A, B-3A, B-3B, MUO, P-1, B-1, and B-2 to B-2 (General Business)

54 ADDRESSES
(Contact Planning & Development For Full List)

February 5 @ 3:00pm

PROPERTY OWNERS: AUGUSTA METROPOLITAN INC. ET AL.

Lee Beard Room
Augusta-Richmond County
MUNICIPAL BUILDING - 2nd FLOOR

For More Information Call (706) 823-1296



Commission Meeting

February 20, 2024

Item Name: Z-24-10

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-24-10</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions this petition by Bowen A. Klosinski on behalf of Parker South, LLC, requesting a rezoning from zone R-1C (One-family Residential) to zone R-2 (Two-family Residential) affecting property containing approximately 0.16 acres located at 1720 Watkins Street. Tax Map #035-4-191-00-0. DISTRICT 1
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. The converted structure must adhere to all applicable building and fire codes adopted by the City of Augusta, GA.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

Case Number: Z-24-10

Hearing Date: Monday, February 5, 2024

Applicant: Bowen A. Klosinski

Property Owner: Parker South, LLC

Address of Property: 1720 Watkins Street, Augusta, Georgia 30904

Tax Parcel #: 035-4-191-00-0

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

Commission District: 1 (J. Johnson)

Super District: 9 (F. Scott)

Fort Eisenhower Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezone from R-1C to R-2	Residential Duplex	Section 15-1

Summary of Request:

This petition involves a 0.16-acre property located at 1720 Watkins Street. The property is currently zoned R-1C (One-family Residential) and the applicant is requesting to rezone the property to R-2 (Two-family Residential) in order to legitimize the previous conversion of a single-family home into a residential duplex.

Comprehensive Plan Consistency:

This property is part of the Harrisburg neighborhood which is located within the Old Augusta Character Area. Re-development is occurring in many of the well-established neighborhoods of the Old Augusta Character Area. The 2023 Comprehensive Plan's vision for the Old Augusta Character Area will be to continue re-development in some neighborhoods and maintain stability in others, by removing deteriorated and dilapidated structures, construct new or rehabilitate existing single-family housing, as well as new medium and high-density housing, additional commercial and office development, and new civic and institutional facilities. The vision also includes establishing new commercial and office uses, and civic and institutional facilities to allow for more shopping and employment opportunities. Underutilized parcels should be redeveloped in a manner consistent with the overall vision and with respect for existing development patterns and the historic architecture in the area.

Findings:

1. According to Augusta Planning and Development Building Permit records, there were two residential alternation permits recorded, one on August 26, 2002, and the other on August, 31 2005.
2. According to the applicant, the property contains an existing residence that the previous owner of the property converted to a two-family residential (duplex) more than 20 years ago.
3. The applicant seeks to rezone the property to R-2 which requires a minimum lot width of 50 feet. The current width of the property is 40 feet, which does not meet the minimum requirements for R-2 zoning.
4. According to the Augusta-Richmond County GIS measurement tool, adjacent properties located approximately a quarter mile to the north, south, east, and west of the property are predominately zoned R-1C (One-Family Residential).
5. There are isolated instances of R-2 (Two-Family Residential), and R-3B (Multiple-Family Residential) and R-3C (Multiple-Family Residential) zoning located within the surrounding vicinity of the property.
6. According to the Augusta-Richmond County GIS Map, there are a few existing residential duplexes within the same block of the property located at 1728 and 1730 Watkins Street.
7. Watkins Street is identified as a local road on the Georgia Department of Transportation (GDOT) Function Classification map, 2017.
8. The nearest transit line is located less than a quarter of a mile south of the property along Walton Way.
9. Public water and public sanitary sewer lines are available to the property therefore has access to public utilities.
10. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
11. According to the Augusta-Richmond County GIS Wetlands Layer, there are no wetlands on the property.
12. The proposal is not consistent with aspects of the 2023 Comprehensive Plan and not compatible with surrounding zoning and land uses.
13. At the time of completion of this report staff has not received any inquiries regarding this application.

Recommendation: The Planning Commission recommends **approval** of the rezoning request to R-2 with the following condition(s):

1. The converted structure must adhere to all applicable building and fire codes adopted by the City of Augusta, GA.

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



1229 Augusta West Parkway | Augusta, GA 30909
[T] 706.863.2255 [F] 706.863.5885

TO: Augusta Planning Commission & Augusta Commission
From: Bowen A. Klosinski
RE: 1720 Watkins Street | R1 to R2 Special Exception Application
Date: December 19, 2023

Dear Sirs and Madam:

This memorandum is made in support of the special exception application of Parker South, LLC (the "Applicant"), in regards to the property located at 1720 Watkins Street, Augusta, Georgia 30904 (the "Property"). Your attention and consideration of this special exception application is appreciated.

The Property is currently zoned R-1C and the special exception application is made to grant R-2 zoning. Applicant purchased the Property sometime on or around April 2018. To the best of Applicant's knowledge, and according the records of Georgia Power, the previous owner of Property converted the Property to a two-family residence (Duplex) more than twenty (20) years ago, in the year 2000. The Property has been a duplex since that time, and to the best of Applicant's knowledge there has never been a complaint to the County about the Property.

The one requirement the Property does not meet to qualify as R-2 zoning is the minimum width lot requirement of 50 feet. The width of the Property is only 40 feet. However, the Property is more than capable of accommodating a duplex without meeting the lot width requirement and multiple other properties in the surrounding area have R-2 zoning and do not meet the lot width requirement.

Enclosed herein are pictures of the front entrance, back entrance, parking areas, and general layout of the Property. These pictures are under Exhibit A. Upon review of the pictures, the Commission should see that the Property is capable of being a duplex and would not cause a nuisance to the adjacent properties. Additionally, under Exhibit B you will find examples of multiple properties in the area of Property that are zoned R-2 and do not meet the minimum width requirement of 50 feet.

Lastly, please consider that Applicant was not the party that wrongfully converted the Property into to duplex. Applicant purchased the Property with the understanding that the Property was properly zoned. The economic impact of requiring Applicant to convert this Property back into a single-family residence will likely be more costly than what the Property was actually purchased for in 2018.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'B. Klosinski'.

Bowen A. Klosinski

Planning Commission
Z-24-10
February 5, 2024

1720 Watkins Street

Aerial

Legend

 Subject Property

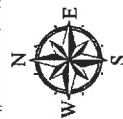


Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

Augusta, GA Disclaimer

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

Item 7.



0 100 Feet



Request: A Change of Zoning from Zone R-1C (One-family Residential) to Zone R-2 (Two-family Residential) affecting property containing approximately 0.16 acres located at 1720 Watkins Street.
Name: Bowen A. Klosinski on behalf of Parker South LLC
Parcel: 035-4-191-00-0

Planning Commission
Z-24-10
February 5, 2024

1720 Watkins Street

Current Zoning

Legend

Subject Property

Zoning Classification

B-1: Neighborhood
Business

R-1C: One Family
Residential

R-2: Two Family
Residential

R-3C: Multiple-Family
Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

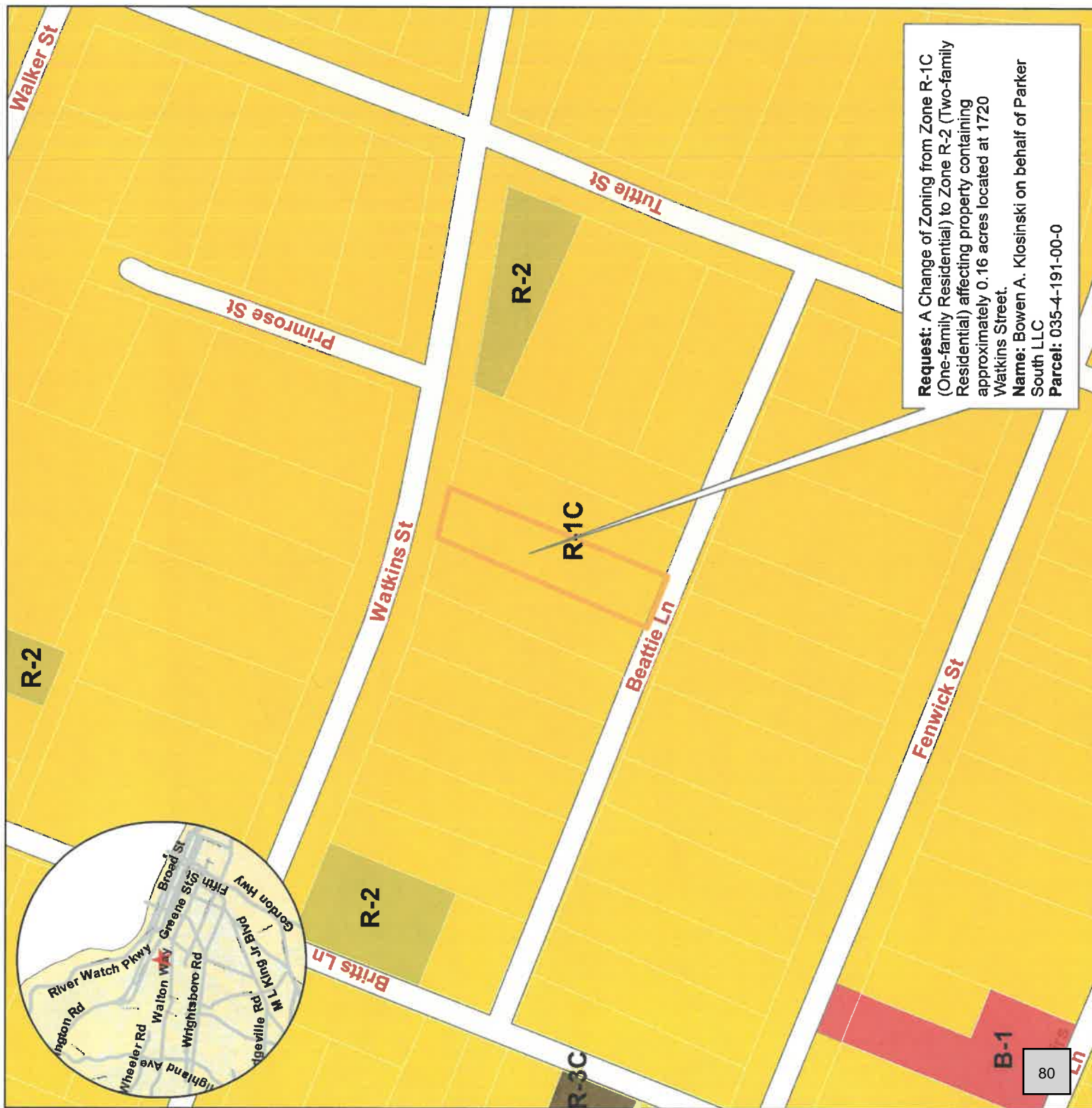
Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by the City of Augusta and its departments. The City of Augusta and its departments do not warrant, either explicitly or implicitly, the accuracy or completeness of the information contained on this map. The City of Augusta and its departments do not accept any liability for any errors or omissions in the information contained on this map. The City of Augusta and its departments do not accept any liability for any damages, including consequential damages, arising from the use of this map. The City of Augusta and its departments do not accept any liability for any damages, including consequential damages, arising from the use of this map.



0 100 Feet

Item 7.



Planning Commission
Z-24-10
February 5, 2024

1720 Watkins Street
Future Zoning


Legend

 Subject Property

Zoning Classification

 B-1: Neighborhood Business

 R-1C: One Family Residential

 R-2: Two Family Residential

 R-3C: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

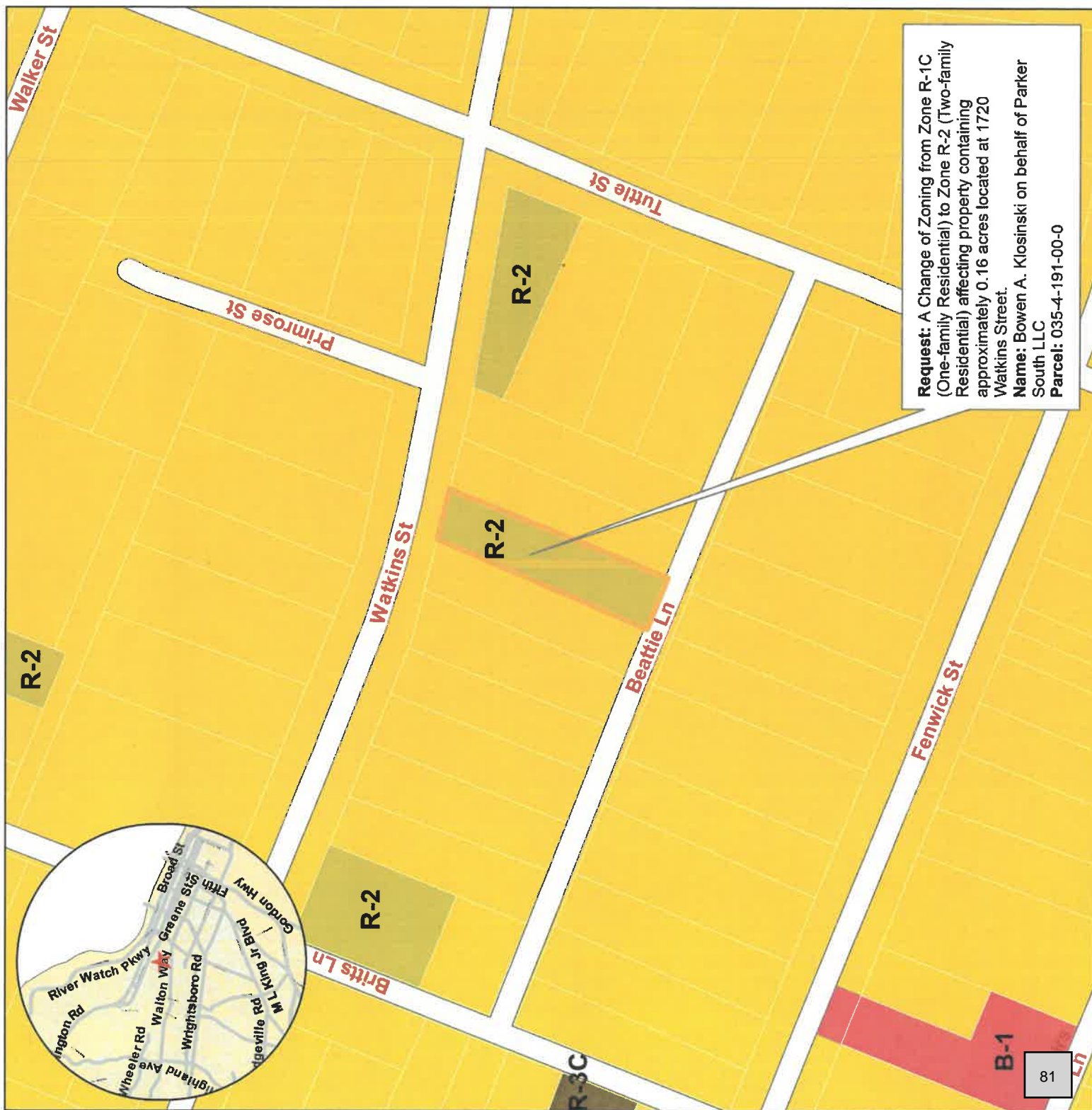
Augusta, GA Disclaimer

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



0 100 Feet

Item 7.







Commission Meeting

February 20, 2024

Item Name: Z-24-11

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-24-11</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions this petition by Locke McKnight on behalf of Stables Management Development requesting a rezoning from zone R-1C (One-family Residential) and R-3B (Multiple-family Residential) to zone R-3C (Multiple-family Residential) affecting properties containing approximately 3.21 acres located at 728 Heard Avenue and 2083 Heckle Street. Tax Map #035-3-215-00-0 and 035-3-238-00-0. DISTRICT 3
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The petitioner acknowledges that approval of the rezoning shall not constitute approval of the concept plan as presented with the application. 2. An approved site plan developed in accordance with all applicable regulations is required prior to construction. 3. The proposed apartment building shall be limited to two stories in height and shall not contain more than 30 units.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

Case Number: Z-24-11
Hearing Date: Monday, February 5, 2024

Applicant: Locke McKnight
Property Owner: Stables Management Development
Address of Property: 728 Heard Avenue & 2083 Heckle Street, Augusta, Georgia 30904
Tax Parcel #: 035-3-215-00-0, 035-3-238-00-0
Present Zoning: R-1C (One-family Residential); R-3B (Multiple-family Residential)
Commission District: 3 (C.S. McKnight) **Super District:** 10 (W. Guilfoyle)
Fort Eisenhower (Gordon) Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning from R-1C/R-3B to R-3C (Multiple-family Residential)	Apartments	Comprehensive Zoning Ordinance, Section 18

Summary of Request:

This request pertains to two properties approximating 3.2 acres which combine to form the western half of the block bounded by Heard Avenue, Heckle, Metcalf, and Warren Streets. The smaller property, 728 Heard Avenue, is zoned R-1C and features a non-conforming duplex. 2083 Heckle Street is zoned R-3B and is home to the Hillside Lofts apartment complex. Both properties are being rezoned to R-3C to allow for the expansion of Hillside Lofts. A new three-story, 30-unit building is proposed at the corner of Warren and Heard, which would bring the site to a total of 77 units at approximately 24 units per acre.

Comprehensive Plan Consistency:

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

Findings:

1. 2083 Heckle Street was rezoned from R-1C to R-3B in a pair of 2018 rezonings (Z-18-10 & Z-18-56) to facilitate the first phase of Hillside Lofts. The apartments utilize a pair of converted warehouses previously used by the Board of Education as a facility for school buses.

2. The proposed building, as designed, will slope concurrent with the street, and the base of the building will be situated under the street. This was illustrated with elevations provided to staff by the applicants.
3. The property appears to have access to municipal water and sanitary sewer lines.
4. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, all roads surrounding the subject property are local roads; nearby Walton Way is a minor arterial route.
5. Augusta Transit Route 1 traverses Walton Way, which is approximately 0.2 miles south of the property.
6. According to the FEMA Flood Insurance Rate Maps (FIRM) available on the Augusta-Richmond County GIS Maps, the property is not located within a Special Flood Hazard Area.
7. According to Augusta-Richmond County GIS data, there are no wetlands located on the property.
8. Site topography slopes downward from the southwest corner to the northeast corner of the property (approx. 228 to 194 feet above sea level).
9. Homes along Warren Street (approx. 186 to 210 feet above sea level) are 1 story in height and homes along Heard Avenue (approx. 206 to 234 feet above sea level) are 1 to 1.5 stories in height.
10. Surrounding properties are mostly zoned R-1B and R-1C, with a smattering of R-2 properties. There are other R-3 properties in the vicinity, and zoning along the nearby stretch of Walton Way is largely professional-to-commercial.
11. At time of writing this report, staff have received one call regarding the petition.

Recommendation: The Planning Commission recommends Approval to rezone the property to R-3C, contingent upon the following condition(s):

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

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



Locke McKnight, President
Jay Grant, Officer
Lockegsc@bellsouth.net
Jgrant.gsc@yahoo.com

2083 Heckle Street
Augusta, Georgia 30904
Phone: (706) 496-2002

December 19, 2023

RE: Hillside Lofts Addition

To whom it may concern,

Please find this letter as Stables Management and Developments official petition for the removal of condition 1 set forth in, Director. Robert Sherman's, January 24th, 2018 letter, affecting property known as 2083 Heckle Street, in order to accommodate a second standalone building housing 30 units and ultimately obtaining an R3C Zoning.

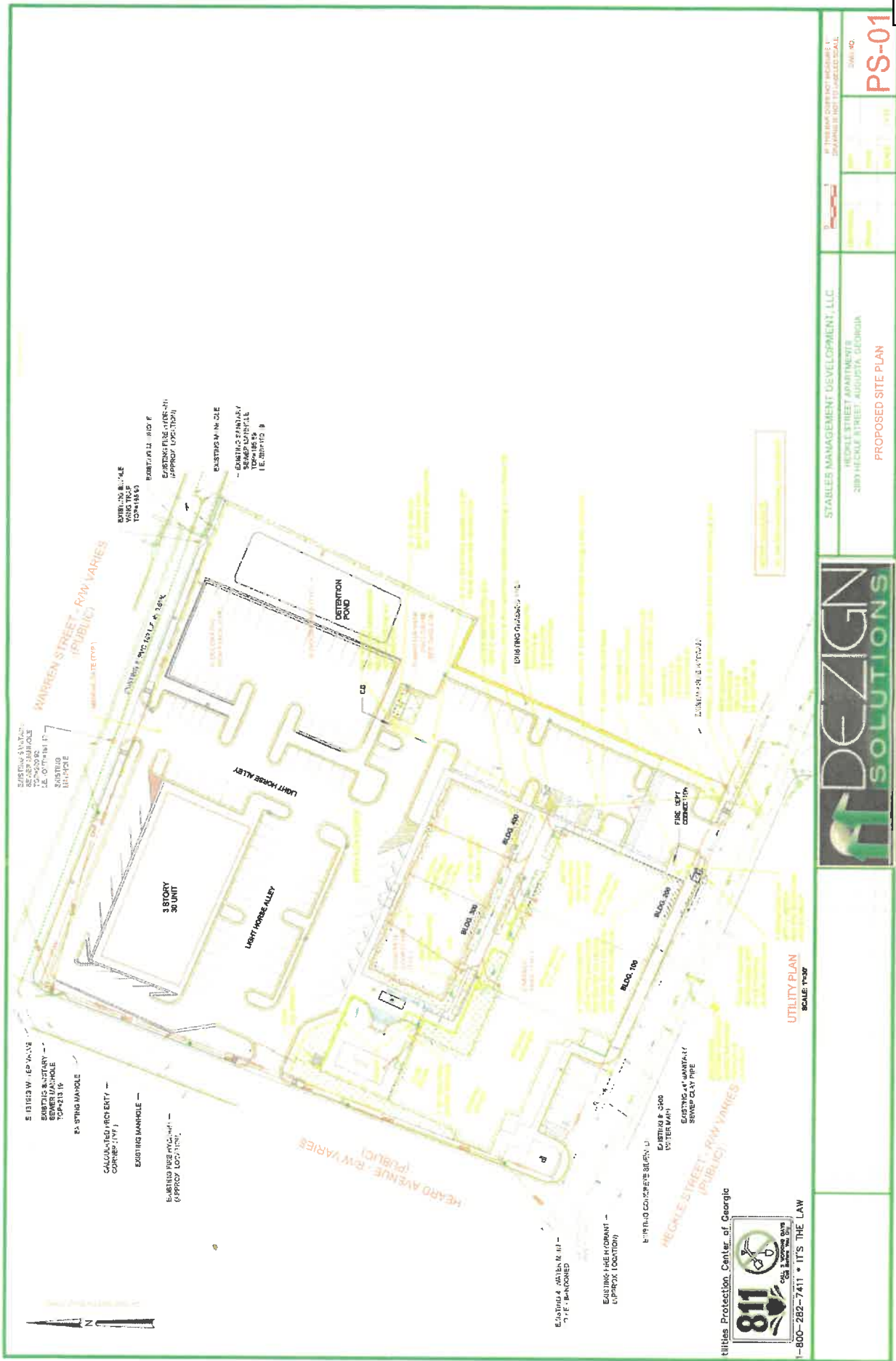
In order to accommodate the new building, we will be combining with our adjacent parcel 035-3-215-00-0 located at 728 Heard Avenue. The addition allows us to meet all setback requirements and accommodate the additional 48 parking space obligation, bringing our total parking requirement to 128. The new building will have all exterior features be identical, including height, to the existing building on site to maintain a cohesive environment. As mentioned above the new building will be a total of 30 units, with a combination of 1 and 2 bedroom units. An additional above ground detention pond will be constructed to allow for the reduction in permeable surfaces that will feed directly to the closest inlet located on Warren Street.

The included proposed design clearly illustrates all changes mentioned above. If you have any questions please don't hesitate to contact us directly.

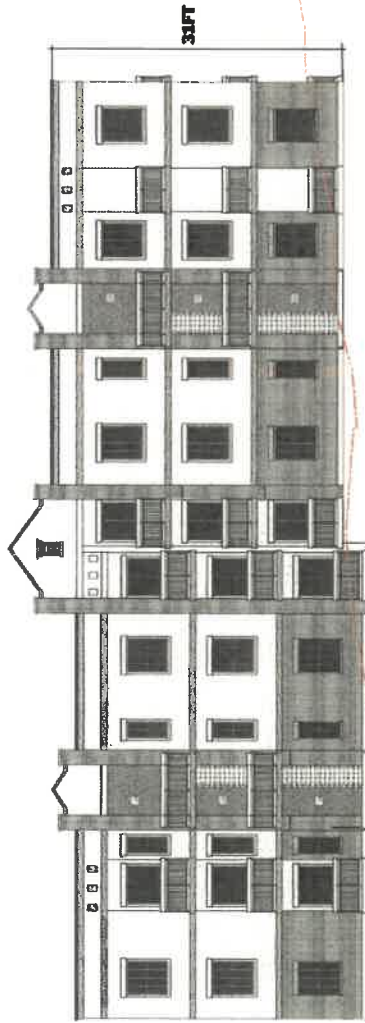
Respectfully,

Management

Stables Management Development



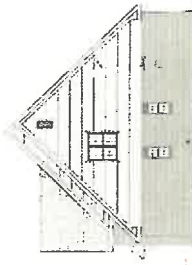
**FRONT SIDE
ELEVATION-FACING WARREN ST.
OVERLAPPED WITH CURRENT GRADE**



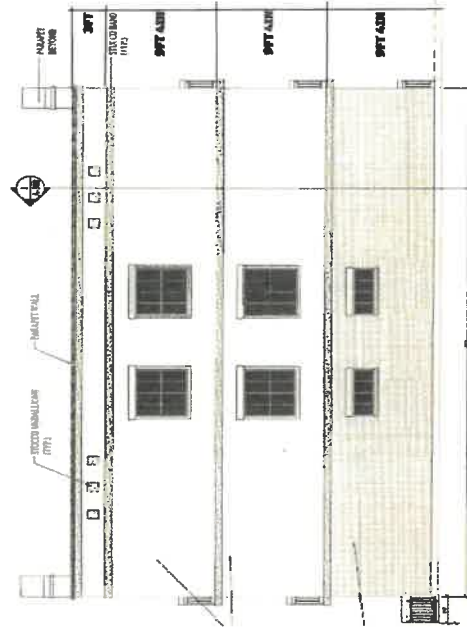
33FT



727 HEARD AVE.



**STREET VIEW
727 HEARD AVE.**



**RIGHT SIDE
ELEVATION**

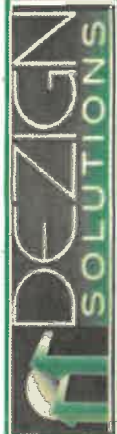
SCALE 1/8" = 1'-0"



GA GRID NORTH (EAST ZONE)



1-800-282-7411 • IT'S THE LAW



STABLES MANAGEMENT DEVELOPMENT, LLC

HECKLE STREET APARTMENTS
2003 HECKLE STREET, AUGUSTA, GEORGIA

PROPOSED SITE PLAN

IF THIS BAR DOES NOT MEASURE 1"
DRAWING IS NOT TO LABELED SCALE

0 1 2 3 4 5 6 7 8 9 10

DWG NO.

PS-01

Planning Commission
Z-24-11
February 5, 2024

728 Heard Avenue
and 2083 Heckle Street

Aerial

Legend

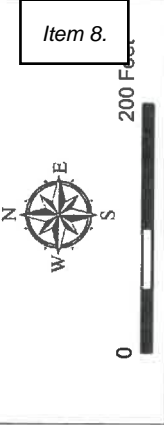
 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

Augusta, GA Disclaimer

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



Item 8.




Request: A Change of Zoning from Zone R-1C (One-family Residential) and R-3B (Multiple-family Residential) to Zone R-3C (Multiple-family Residential) affecting properties containing approximately 3.21 acres located at 728 Heard Avenue and 2083 Heckle Street.
Name: Locke McKnight on behalf of Stables Management Development
Parcels: 035-3-215-00-0, 035-3-238-00-0

Planning Commission
Z-24-11
February 5, 2024









**728 Heard Avenue
 and 2083 Heckle Street**

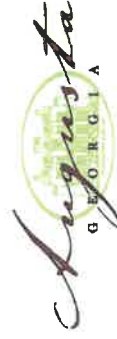
Current Zoning

Legend

 Subject Property

Zoning Classification

-  B-1: Neighborhood Business
-  P-1: Professional
-  R-1B: One Family Residential
-  R-1C: One Family Residential
-  R-2: Two Family Residential
-  R-3A: Multiple-Family Residential
-  R-3B: Multiple-Family Residential
-  R-3C: Multiple-Family Residential



Produced By: City of Augusta
 Planning & Development Department
 535 Telfair Street Suite 300
 Augusta, GA 30901
 1/12/2024 MH18072

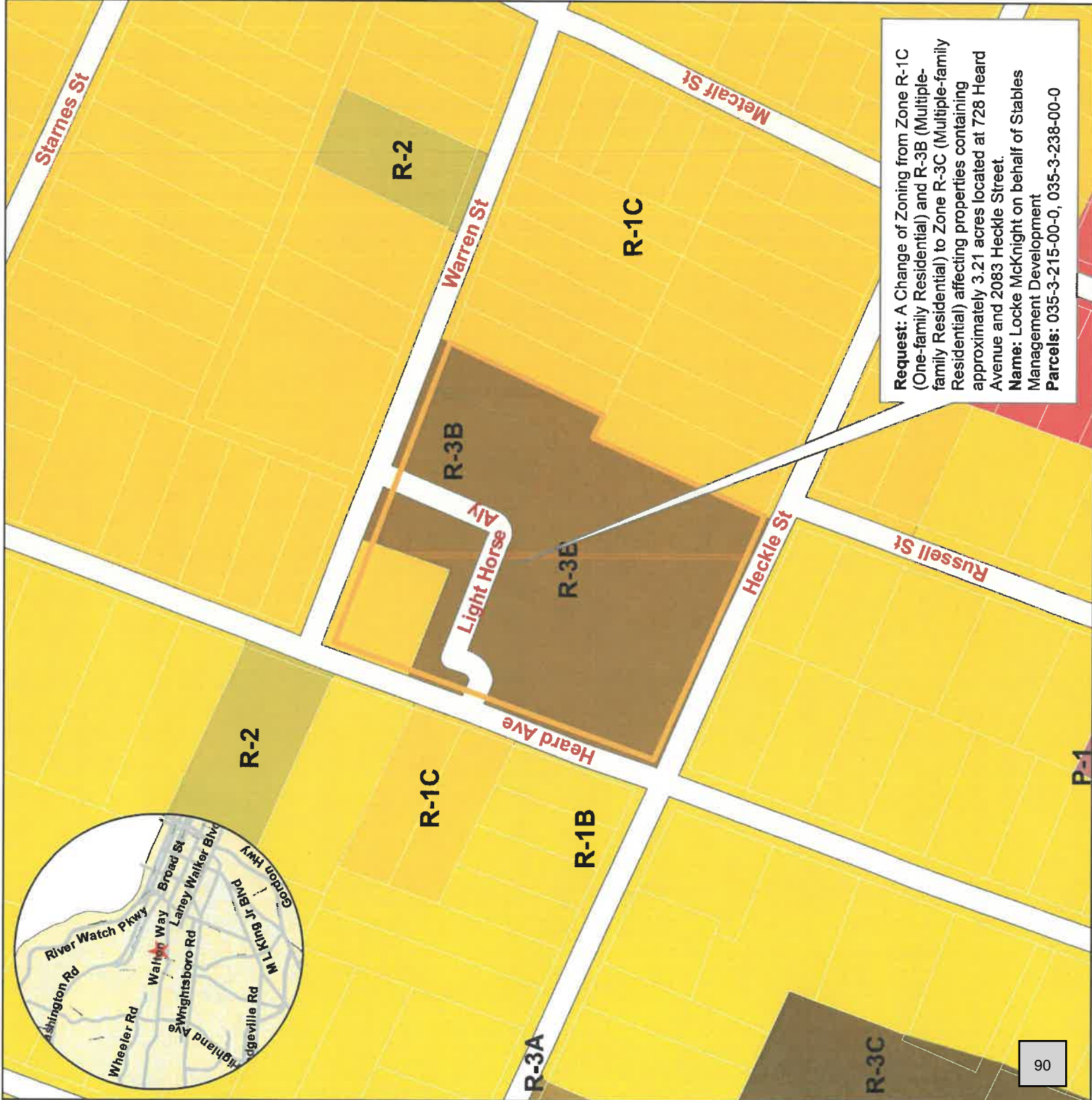
Augusta, GA Disclaimer

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



0 200 Feet

Item 8.




Planning Commission
Z-24-11
February 5, 2024

728 Heard Avenue
and 2083 Heckle Street

Future Zoning


Legend


 Subject Property


Zoning Classification


 B-1: Neighborhood Business

 P-1: Professional

 R-1B: One Family Residential

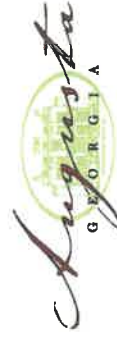
 R-1C: One Family Residential

 R-2: Two Family Residential

 R-3A: Multiple-Family Residential

 R-3B: Multiple-Family Residential

 R-3C: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
1/12/2024 MH18072

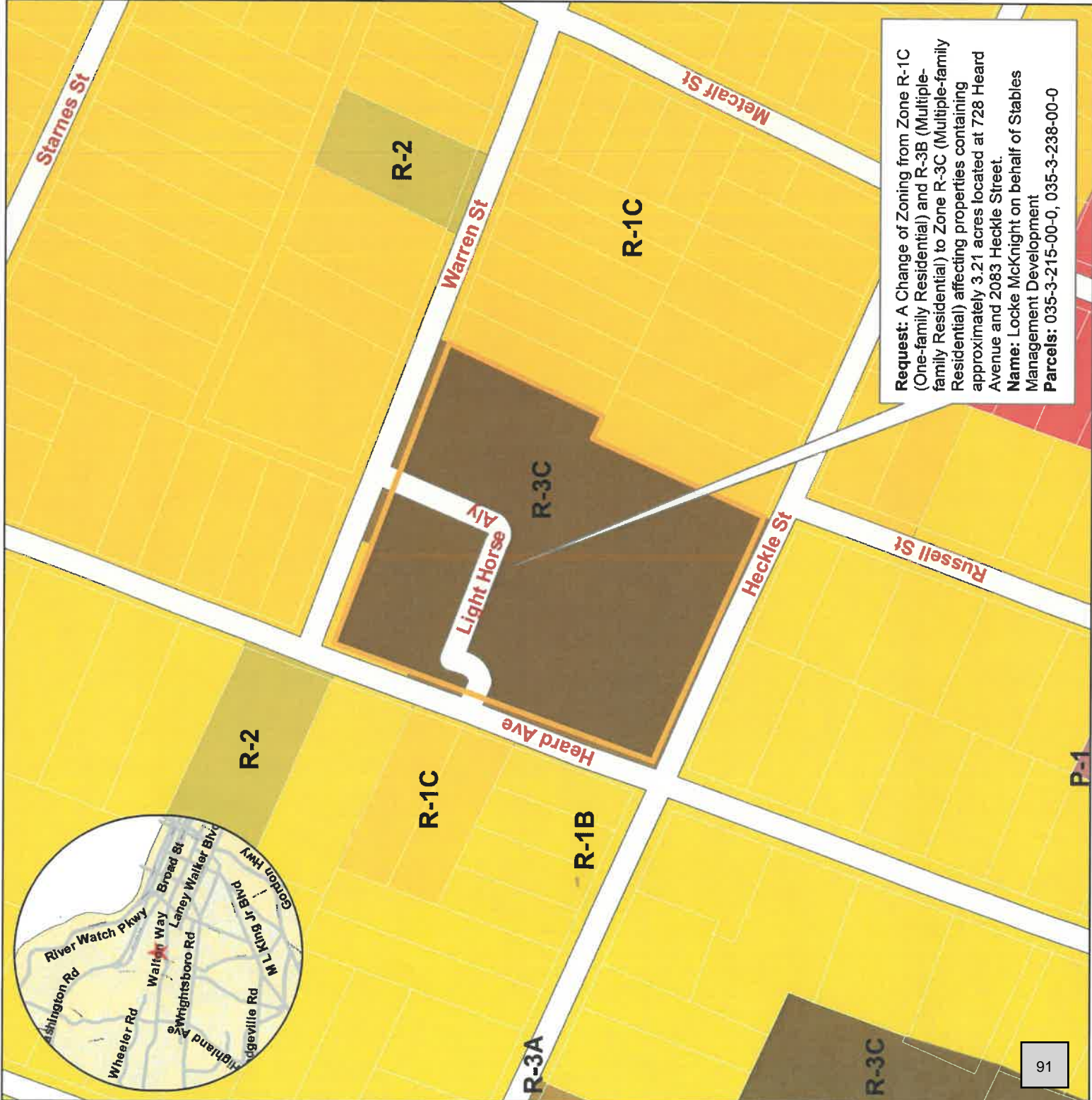
Augusta, GA Disclaimer

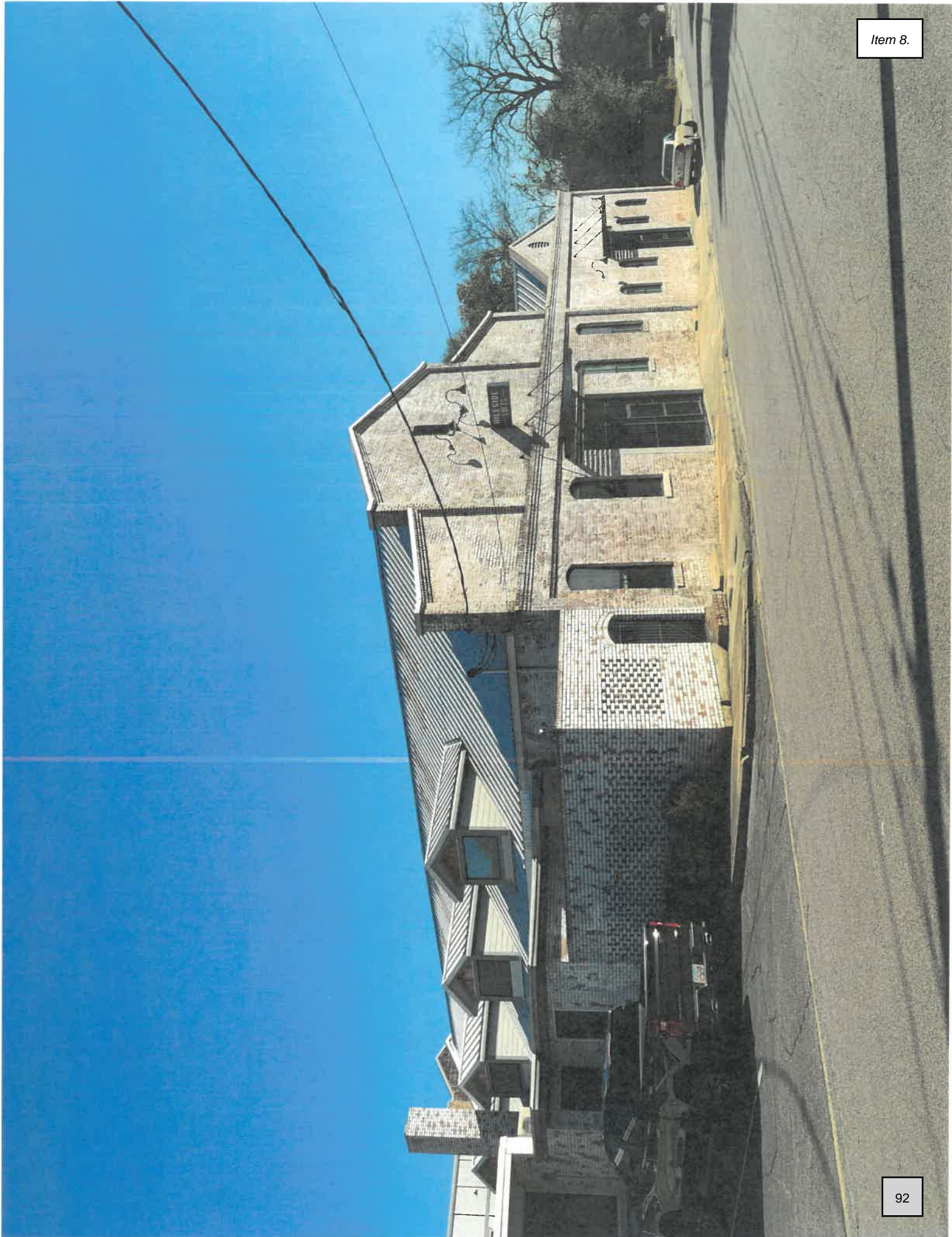
The data represented on this map has been compiled by the best methods available. It is subject to change without notice. The City of Augusta and its various agencies and departments do not warrant the accuracy or completeness of the information contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.



0 200 Feet

Item 8.









Commission Meeting

February 20, 2024

Suspension of Alcohol License

Department:	Planning and Development
Presenter:	Brian Kepner
Caption:	Motion to approve one-year suspension of the Alcohol License for Allen Voncelillies, Club Climax a/k/a Club Rain, 1855 Gordon Highway , for failure to comply with Augusta-Richmond County Alcohol Ordinance. (Approved by Public Services Committee February 13, 2024)
Background:	Allen Voncelillies, Club Climax a/k/a Club Rain has a Business and Alcohol License to operate as an entertainment venue serving on premise beer, wine, and liquor with dance. The Sheriff's Office letter dated January 23, 2024, (see attached Sheriff's Office letter) requests a hearing before the Public Services Committee and the Augusta Commission to consider taking action against the Alcohol License for Allen Voncelillies, Club Climax a/k/a Club Rain, 855 Gordon Highway.
Analysis:	On January 23, 2024 approximately at 0200 hours a shooting occurred in front of the club located at 1855 Gordon Highway, Augusta Georgia (Club Rain). One person was shot and killed in the parking lot in front of the club. A prior incident occurred on December 16, 2023, where a person sustained a gunshot wound to his foot inside the club. The request is Augusta Public Service Committee to take action against the Alcohol License. The Alcohol License can be suspended, revoked, or placed on probation pursuant to the following violations and codes; Failure to maintain an orderly place of business, ALCOHOL CODE Section 6-2-21. (a) Owners and/or applicant, managers and employees shall be responsible for keeping an orderly place, and no patron shall cause a disturbance of any kind; nor shall any patron be allowed to stand, sit, mingle, or assemble outside the building, in parking lots or autos, and drink alcoholic beverages except as provided in subparagraph (b) hereof. Section 6-2-74. Any license issued under this Ordinance may be put on probation, suspended and/or revoked by the Augusta-Richmond County Commission after a finding of due cause. Due cause for the probation, suspension or revocation of a license shall include but shall not be limited to, the following: (a) A violation of this Ordinance or any State or federal law governing the manufacture, transport, or sale of alcoholic beverages by the licensee or any person in his employ or in the employ of the establishment for which the license was issued, and (c) Failure by the

licensee, or any person in his employ or in the employ of the establishment for which the license was issued, to adequately supervise and monitor the conduct of the employees, patrons and others on the licensed premises, or on any property owned or leased by the licensee, 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 a licensed establishment, in order to protect the safety and well-being of the general public and of those using the premises.

Financial Impact: N/A

Alternatives: No action taken

Recommendation: Suspension of the Alcohol License for one (1) year for Allen Vonceillies, Club Climax a/k/a Club Rain, 1855 Gordon Highway, for failure to comply with Augusta-Richmond County Alcohol Ordinance.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A



RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree

Law Enforcement Center

400 Walton Way

Augusta, GA 30901

Phone: 706.821.1400 Fax: 706.821.1014

January 23rd 2024

Carla Delaney
Augusta-Richmond County
Planning and Development
1850 Marvin Griffin Rd
Augusta, Ga. 30906

Re:)

Ms. Carla Delaney

On January 23, 2024 at approximately 0200 hours a shooting occurred in front of the club located at 1855 Gordon Hwy in Augusta Richmond County (Club Rain). One subject was shot and killed in the parking lot in front of the Club. Prior to this incident on December 16th 2023 a subject sustained a gunshot wound to his foot inside the club. The Owner of the business is the same owner of Level 9 who's business just came off of probation in November of 2023 due to the amount of violent crimes committed in and around his business.

Please consider this a formal request to bring 1855 Gordon Hwy Augusta GA (Club Rain) before the Augusta Richmond County Commission to have their Alcohol license considered to be revoked.

Respectfully
Inv. Jose Ortiz



Commission Meeting

February 20, 2024

Augusta Regional Airport

Department:	Augusta Regional Airport – FAA Reimbursable Agreement Masters 2024
Presenter:	Herbert Judon
Caption:	Motion to approve FAA Reimbursable Agreement Masters 2024. Approved by the Augusta Aviation Commission on January 25, 2024. (Approved by Public Services Committee February 13, 2024).
Background:	FAA controllers provide expanded air traffic services at Augusta Regional Airport to support the annual Masters® Golf Tournament aircraft traffic workload. To provide expanded services, FAA controllers from other locations are dispatched to Augusta. FAA regulations require event Sponsor, Augusta Regional Airport, to pay the controller's travel, per diem, and overtime. FAA requires advance payment for services.
Analysis:	The agreement is generated based upon the local Air Traffic Control (ATC) Manager's staffing and resource recommendations. Due to local ATC controller staffing shortages, additional controllers are needed to support AGS's operations to ensure a safe, and efficient event. This agreement also includes the cost to backfill augment controller's positions at their base airport. The FAA's reimbursable agreement is the maximum estimate allowed; the FAA has never expended all the funds.
Financial Impact:	Since 2019, the FAA reimbursable agreement cost estimates have increased each year by forty percent. The total cost estimate for the Masters 2024 Reimbursable agreement is \$169,647.09, however proceeds from the previous agreement (\$113,686.91) will be applied to this year's agreement for a total estimated cost of \$55,960.18.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on January 25, 2024.
Funds are available in the following accounts:	551081106-5311115
<u>REVIEWED AND APPROVED BY:</u>	N/A



U.S. Department
of Transportation
Federal Aviation
Administration

Sent
Electronically

ATO Eastern Service Center
1701 Columbia Avenue
College Park, GA 30337

Item 10.

Augusta, Georgia
Attn: Herbert Judon
1501 Aviation Way
Augusta, GA. 30906

January 18, 2024

Dear Judon,

Per Article 9 Reimbursement and Accounting Arrangements within the Reimbursable Agreement AJT-ON-ESA-23-SO-005734, the Federal Aviation Administration has compiled all costs incurred during the execution of the Agreement as detailed below. The total costs incurred are less than the total agreement by the amount indicated. Since all work has been completed, it is understood that you wish to transfer the remaining funds from this Agreement to Reimbursable Agreement AJT-ON-ESA-24-SO-006278. By signing this document, you are agreeing to the transfer of funds from Agreement AJT-ON-ESA-23-SO-005734 to Agreement AJT-ON-ESA-24-SO-006278. Once transferred, these funds will maintain the same fund limitations and properties.

Agreement funds being **Transferred FROM:**

AJT-ON-ESA-23-SO-005734	Amount (\$)
Original Agreement Amount	\$224,291.30
Total Expenses	\$110,604.49
Balance Remaining	\$113,686.81

Agreement funds being **Transferred TO:**

AJT-ON-ESA-24-SO-006278	Amount (\$)
Original Agreement Amount	\$169,647.09
Funds Transferred from AJT-ON-ESA-23-SO-005734	\$-113,686.91
Total Amount Due	\$55,960.18

Please submit a signed copy of this letter to Mia.murdock@faa.gov within 30 days.

Augusta, Georgia

FAA Contracting Officer

Name	_____	_____
Title	_____	Contracting Officer
Office	_____	_____
Signature	_____	_____
Date	_____	_____

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

AUGUSTA, GEORGIA

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which Augusta, Georgia (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and Augusta, Georgia.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to provide air traffic services to support the annual Masters Golf Tournament Event at Augusta Regional Airport from April 8, 2024 through April 15, 2024. Travel days will be April 1, 2024 and April 16, 2024. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Reimbursable, (AGS) Masters Golf Event FY2024 in Augusta, GA at Augusta Regional Airport.

B. The FAA will perform the following activities:

Provide an estimated five hundred ninety (590) additional man hours by adding additional Controllers, Augmenters, Traffic Management Unit personnel and Technical Operations personnel to handle the increase in air traffic.

2. Extend the hours of operating hours of 0530-2400 local as needed to accommodate the additional air traffic.

3. Provide required frequencies, transceivers, and light guns as needed to operate the tower.

C. The Sponsor will perform the following activities:

1. Pay the actual employee overtime, travel costs, and per diem incurred to support the Event.

D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [x] No. If Yes, the grant date is: _____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Eastern Service Area, Planning and Requirements will provide administrative oversight of this Agreement. Mia Murdock is the Planning Specialist and liaison with the Sponsor and can be reached at (404) 305-7333 or via email at mia.murdock@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA Air Traffic, Eastern Service Area will perform the scope of work included in this Agreement. Brian Forrest is the FAA Air Traffic Manager and liaison with the Sponsor and can be reached at (762) 215-2332 or via email at brain.e.forrest@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, Brad Logan who can be reached at (817) 222-4395 or via email at Brad.logan@faa.gov.

B. Sponsor:

Augusta, Georgia
Attn: Herbert Judon
1501 Aviation Way
Augusta, GA 30906
(706) 798-3236
hjudon@augustaga.gov

Augusta, Georgia
Attn: Kenneth Hinkle
1501 Aviation Way
Augusta, GA 30906
(706) 798-2656
KHinkle@augustaga.gov

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. RESERVED

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
AGS Controller Direct Overtime	\$1,400.00
AGS Augmenter Controller Direct Overtime	\$1,671.00
AGS Augmenter Controller Backfill Overtime	\$84,444.40
ZTL TMU & ZIX TMU Direct Overtime	\$4,923.30
ZTL TMU & ZIX TMU Backfill Overtime (10 Shifts)	15,528.40
Tech Ops Overtime	\$5,000.00
Labor Subtotal	\$112,967.10
Labor Overhead	<u>\$22,457.86</u>
Total Labor	\$135,424.96
Non-Labor	
AGS Augmenter Controller Travel/M&IE	\$30,741.66
ZTL TMU & ZIX TMU Travel	\$2,713.50
Flight Strips & Office Supplies	\$232.00
Non-Labor Subtotal	\$31,687.16
Non-Labor Overhead	\$2,534.97
Total Non-Labor	\$34,222.13
ESTIMATED COST	\$169,647.09
Transferred from Agreement #23-005734	\$-113,686.91
TOTAL ESTIMATED COST	\$55,960.18

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury

guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Augusta, Georgia
Attn: Herbert Judon
1501 Aviation Way
Augusta, GA 30906
(706) 798-3236

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs

additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions

as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Reserved

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

AUGUSTA, GEORGIA

SIGNATURE _____
NAME _____
TITLE Contracting Officer

DATE _____

SIGNATURE _____
NAME Dan Troutman
TITLE Augusta Aviation
Commission Chair

DATE _____



Commission Meeting

February 20, 2024

Super 8 Hotel

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the recommendation of the Administrator to allow Planning & Development, the Administrator, and the Law Department to work together to formulate a letter to send to the owners of the Super 8 Hotel/Washington Road outlining some expectations relating to a disciplinary process whereby the individual is first warned and then some additional discipline that could occur if their behavior continues. (Approved by Public Services Committee February 13, 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
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Sean Frantom
Sent: Wednesday, February 7, 2024 4:00 PM
To: Lena Bonner; Mark Bowen; Carla Delaney; Takiyah A. Douse
Subject: Agenda item

Ms. Bonner,

Please add the following agenda item to Public Services-

Discuss the happenings at Super 8 Hotel located on Washington Road.

Thank you,
Sean

Get [Outlook for iOS](#)

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

ED:104.1





Commission Meeting

February 20, 2024

2024 – RCSO Chevrolet Tahoes

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve utilizing the state contract (#SWC 9999-001-SPD0000183-002) for the purchase of two Chevrolet Tahoes at a total cost of \$118,857.40 from Hardy Chevrolet for the Richmond County Sheriff's Office. (Approved by Administrative Services Committee February 13, 2024)
Background:	<p>The Richmond County Sheriff's Office is requesting to purchase two Chevrolet Tahoes, to replace asset #213050, a 2013 Chevrolet Impala that was deemed totaled and asset #209056, a 2009 Ford Crown Victoria that was disposed of due to repairs exceeding the value and/or purchase price of the vehicle. The American Correctional Association (ACA) standards represents correctional practices that ensure staff and inmate safety and security. The larger SUVs are needed for the safety and security of the staff and inmates as they transport passengers on elongated trips across the United States.</p> <p>The state contract holder, Hardy Chevrolet, informed Fleet Management that the Chevrolet manufacture pricing for 2024 Chevrolet Tahoes were open and orders needed to be submitted as soon as possible to ensure we meet the state pricing deadline. The vendor requested a LOI to potentially hold the orders until the Augusta Commission has approved the purchase. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the purchase of the two vehicles.</p>
Analysis:	The Procurement Department issued a LOI (Letter of Intent) to secure the purchase of two Chevrolet Tahoes at a price of \$59,428.70 each totaling \$118,857.40.
Financial Impact:	<p>Funding in the amount of \$118,857.40 is available in the following SPLOST 8 Public Safety Vehicles account:</p> <ul style="list-style-type: none"> 330-03-1310/222-03-9002/54-22110
Alternatives:	(1) Approve (2) Do not approve

Recommendation: Motion to approve utilizing the state contract (#SWC 9999-001-SPD0000183-002) for the purchase of two Chevrolet Tahoes, at a total cost of \$118,857.40 from Hardy Chevrolet for the Richmond County Sheriff's Office.

Funds are available in the following accounts: 330-03-1310/222-03-9002/54-22110

REVIEWED AND N/A
APPROVED BY:



Procurement Department

Mrs. Geri Sams, Director

LETTER OF INTENT TO PURCHASE VEHICLE FROM HARDY CHEVROLET BUICK GMC, INC.

This letter of intent dated, **January 19, 2024**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **two (2) 2024 Chevrolet Tahoe Purist** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-001-SPD0000183-0002

Vehicles: 2024 Chevrolet Tahoe Purist

Contract: Effective Date: January 4, 2022 – Expiration Date: January 3, 2025

The specific specifications and pricing information for this purchase is attached.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Hardy Chevrolet Buick GMC Inc.: Hardy Fleet Group Sales (Attn: Colt Deems)
1249 Charles Hardy Parkway, Dallas, GA 30157
3. **Vehicle Total Purchase Price:** \$118,857.40
4. **Source:** Georgia Statewide Contract Number: **99999-001-SPD0000183-0002**

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
Two (2)	Sheriff's Office	Operations	\$118,857.40

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Respectfully submitted,

Geri A. Sams

Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes

Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

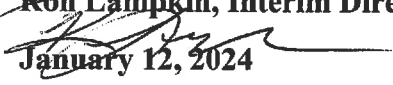


Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: Geri Sams, Director, Procurement Director JAN 18 PM 1:15
FROM: ~~Ron Lampkin~~, Interim Director, Central Services Director
DATE:  January 12, 2024
SUBJECT: Request to Utilize State Contract #SWC 99999-001-SPD0000183-0002
 – 2024 Chevrolet Tahoe Pursuit

Central Services-Fleet Management request to utilize state contract #SWC 99999-001-SPD0000183-0002 (2024 Chevrolet Tahoe Pursuit) and a "Letter of Intent" (LOI) to purchase two Chevrolet Tahoe's for the Augusta Richmond County Sheriffs Office.

The state contract holder, Hardy Chevrolet, informed Fleet Management that the Chevrolet manufacture pricing for 2024 Chevrolet Tahoe Purist would open in January 2024 and to place orders as soon as possible to ensure we meet the state pricing deadline. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchases.

Augusta Richmond County Sheriffs Office is requesting two Chevrolet Tahoe's utilizing SPLOST 8 Public Safety vehicles allocation. Central Services-Fleet Management has consulted with the department to ensure the vehicle specifications meet their operation needs.

Please approve the use of the state contract and LOI in total amount of \$118,857.40 to Hardy Chevrolet. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

Hardy Chevrolet
2024 Chevrolet Tahoe Pursuit
Colt Deems, Fleet Sales

2024 Tahoe - PPV (9C1) Standard Equipment : 4WD - V8 · Auto · A/C · AM/FM/BT · Power Windows · Locks, & Mirrors · Power Drivers Seat · Cloth Bucket Seats w/ No Console · Vinyl Rear Seat · Tilt Steering Wheel · Cruise Control · Remote Keyless Entry · Vinyl Floor Covering · Rear View Camera · Auxiliary Battery			\$52,558.70
Available Options:	place "x" if desired	Cost	
Admin. Package (Carpet, Console, Remote Start)		1,263.00	0.00
Inoperable Inside Door Handle, Windows, Locks		258.29	0.00
Red/White Front Auxiliary Dome Light		320.00	0.00
2WD Discount (9C1 Pursuit)		-2,620.00	0.00
4 Extra Key Fobs/Keys	X	500.00	500.00
Spot lamp LED (Arges)		1,250.00	0.00
Spot lamp LED		904.00	0.00
Carpet w/ Mats (included in Admin. Package)		264.00	0.00
Grill Lamp & Speaker Wiring		264.00	0.00
Wig-Wag Head/Tail (factory) 6J7	X	130.00	130.00
4WD (5W4 non-Pursuit)		-650.00	0.00
Special Paint Quick Silver	X	520.00	520.00
Delivery	X	150.00	150.00
Exterior Color(Add Number of Units Per Color)			
Black	_____		
Summit White	_____		
Empire Beige Metallic	_____		
SILVER SAGE Metallic	_____		
Midnight Blue Metallic	_____		
DARK ASH Metallic	_____		
Sterling Gray Metallic	_____		
special paint RED(Additional Charge \$520)	_____		
Total Per Unit Price		\$53,858.70	
Total Vehicles Ordered		0	
Total Purchase Order		\$0.00	

State Wide Contract # 99999-001-SPD0000183-0002
cdeems@hardyautomotive.com
Cell 706-844-6962 / Office 770-445-9411 x 198 / Fax 770-445-9659

WEST WARNING EQUIPMENT SALES & SERVICE, LLC**QUOTE**

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
12/13/2023	7794

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
		2024 TAHOE - POLICE PACKAGE-PER VEHICLE TRANSPORT-ADMIN PACKAGE W/ FRONT & REAR CAGE		0.00
2	SOU-PMP2WSSSB	SOUND OFF PMP2WSSSB WINDOW SHROUD KIT FOR SINGLE 4" MPOWER W/STUD MOUNT (FRONT WINDSHIELD)	20.00	40.00
2	SOU-EMPS2STS3B	SOUND OFF EMPS2STS3B MPOWER 4" STUD MOUNT-SINGLE COLOR BLUE	120.00	240.00
1	FEN-FS-0416-B	FENIEX FS-0416-B S SERIES 400 LIGHTSTICK ALL BLUE (REAR BACK WINDOW)	269.00	269.00
2	FEN-S-ENDCAPBR...	FENIEX 32-00020-01 SHORT END CAP ARM BRKT-EACH	9.00	18.00
1	FEN-C-4017	FENIEX C-4017 TYPHOON FULL FUNCTION SIREN/CONTROLLER	305.00	305.00
1	COD-C3100TH21	CODE3 C3100TH21 21+ TAHOE SPEAKER WITH BRACKET	195.00	195.00
1	NEN-21TAHOEKIT	NENNO 21 TAHOE CONSOLE-POLICE BLACK CENTER CONSOLE KIT (INCLUDES CUPHOLDERS)	550.00	550.00
1	JOT-475-1657	JOTTO 475-1657 2021 TAHOE SPACE CREATOR PARTITION	795.00	795.00
1	JOT-475-1674	JOTTO 475-1674 2021 TAHOE 2PC LOWER EXTENSION	135.00	135.00
1	JOT-475-1709	JOTTO 475-1709 2021 TAHOE REAR CARGO BARRIER EXPANDED METAL W/ POLY COVER	595.00	595.00
1	JOT-475-1719	JOTTO 475-1719 2021 TAHOE WINDOW ARMOR-SECURE GRID	325.00	325.00
1	ABL-140553	ABLE2 14.0553 TRIPLE OUTLET	39.00	39.00
1	TINT	WINDOW TINT-2 FRONT ROLLDOWNS W/ 6" STRIP	200.00	200.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	69.00	69.00
3	WAY-75716	WAYTEK 75716 RELAY	15.00	45.00
1	LABOR	LABOR TO INSTALL ABOVE & CONNECT FACTORY WIG WAG FUNCTION	1,750.00	1,750.00

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.

Sales Tax (8.0%) \$0.00

Total \$5,570.00

DETENTION CENTER GENERAL ORDERS MANUAL

Chapter 1 Safety

Section 1B Vehicle Safety

1B-06 Inmate Transport

Transportation of inmates outside the facility emphasizes safety and security. Procedures are provided to all persons involved with transport. Only qualified personnel implement transport.

Safety and security shall be emphasized whenever inmates are transported off of the facility property. Only qualified personnel shall conduct transports of inmates. Vehicles used in the transportation of inmates are searched by a facility staff member prior to all transports and immediately following all transports to ensure that no weapons or other contraband are present in the vehicles. Before and after all transports, the transporting deputy will inspect:

- all door locking mechanisms for proper operation
- the headliner and under the driver and passenger side seats for any contraband or agency equipment that may have fallen
- all seat belts for proper operation
- the rear bench seat
- van seats to ensure they are securely fastened to the floor of the vehicle
- the front and rear barrier cages, if the vehicle is equipped therewith
- the window lock for proper function, for any stress cracks in the glass, and to ensure that there are no loose or broken screws and/or parts in the lower half of the unit.

It is the purpose of this policy to provide passenger seating options for transporting inmates by patrol car, transport vans and/or transport bus. Inmates will never be restrained to any fixed object within the transport vehicle while being transported.

Under no circumstance shall the cage window be open or left unsecured during a transport. Male and female inmates should never be transported together without the ability to separate them by sex.

Patrol Vehicle procedures are as follows:

- when transporting one (1) inmate, he/she shall be seated on the passenger side rear seat. This will allow the transporting deputy a clear view of the inmate during transport
- when transporting two (2) inmates, one (1) inmate should be seated on the passenger side rear seat and one (1) inmate should be seated directly behind the driver side. A second deputy is recommended, but is not required, to be present in the patrol vehicle and assist with the transport
- when transporting three (3) inmates, all three (3) inmates should be seated in the rear seat. A second deputy, if available, should be present in the patrol vehicle and assigned to assist with the transport.

Transport Van procedures are as follows:

- when transporting three (3) inmates to the same location, all three (3) of the inmates shall be placed on the middle bench seat when transporting three (3) male inmates and three (3) female inmates or any combination thereof, the males shall be placed on the rear bench seat and the females placed on the front bench seat. The middle bench seat will be utilized as a barrier between the male and female inmates
- when transporting eight (8) inmates, two (2) shall be placed on the rear bench seat, three (3) shall be placed on the middle bench seat, and three (3) shall be placed on the front bench seat.

Transport Bus procedures are as follows:

- a pre-trip inspection form is completed prior to the bus's operation to ensure safety. Prior to transport, the driver must inspect the tires, air brake system, and all gauges and perform a system check
- all outside doors and locks must be inspected and tested for proper operation
- the on board fire extinguisher and first aid kit is inspected
- the entrance barrier door shall be inspected and tested for proper operation
- the inner compartment of the bus used to house inmates during transport is searched prior to and after all transports.

If a problem is discovered during the pre-trip inspection, the bus (es) will not be utilized until the problem is corrected. The transportation supervisor is notified immediately and advised of the status of the bus. The operator of the bus shall hold a valid Georgia Commercial Driver's License and shall not operate any commercial vehicle that does not pass a standard pre-trip inspection.

The transport bus provides the best alternative when transporting eight (8) or more inmates at the same time. The inner compartment is divided and shall have seating arrangements for both male and female inmates. The following procedures shall be implemented:

When transporting several inmates of the opposite sex, the larger group shall be seated in the back compartment of the bus. The smaller group shall be seated in the front compartment of the bus. This helps distribute most of the passenger weight towards the middle of the bus. The transport bus always shall have a second deputy on board. He/she shall ride in the officer passenger seat. His/her primary function is to provide security during the transport. Adverse situations may arise during inmate transports. The following guidelines shall provide clarification and/or justification to interrupt a transport:

- if an inmate develops a medical emergency during a transport, the transporting deputy may transport the inmate to a medical facility or have an ambulance meet the transport vehicle, if that action would be more expedient. It is the responsibility of the transporting deputy to request assistance from the local jurisdiction to have an officer present for the security of the transport

in the event of a transport vehicle failure, the transporting deputy shall call for assistance and attempt to move the vehicle to a well-lit area off the roadway. The

transporting deputy shall attempt to repair the problem only when another deputy is available to provide additional security for the inmate's minor traffic accidents, traffic violations, stranded motorists and routine assistance calls are avoided during inmate transports. The transporting deputy shall notify the Communications Center and request another unit to assist, or if outside of the county boundaries, the transporting deputy shall notify authorities in the local jurisdiction. Long distance transports requiring fuel stops and meal breaks require two deputies. During a stop or a break, one deputy remains with the vehicle and inmate. Both deputies monitor radio channels and maintain contact with each other. Meal breaks shall be attempted only if the transport exceeds six (6) hours one way. All effort shall be made to locate a police or sheriff substation or detention facility in the event rest room breaks are needed. If an inmate is to be removed from the transporting vehicle, these facilities provide the most secure location. It is the responsibility of the transporting deputy to identify these locations as part of his/her pre-transport plan.

Serious traffic accidents involving life threatening injuries are judgment calls and consideration must be given as to the status of the inmate being transported. The transportation deputy will notify the Communications Center and request another unit to assist, or if outside of the county boundaries, shall notify authorities in that jurisdiction.

No communications shall be permitted between inmates and the general public. Inmates are allowed to communicate only with their attorney(s), other officers of the courts, medical personnel and their transporting deputies.

Careful planning and execution of all transports shall be necessary for the prevention of inmate escapes. The transporting deputy must know who he/she is transporting and the possible risks involved. In the event of an escape, the following procedures are followed:

- the transporting deputy must pursue to apprehend an escaping inmate. In the event more than one inmate is being transported, then the transporting deputy's priority shall be to secure the other inmates
- the transporting deputy notifies the proper agency in the jurisdiction of the escape. The transporting deputy shall provide the Richmond County Communication Center or assisting agency with the following information:
 - a) escapee's name and criminal charges
 - b) physical description of the inmate (hair, eyes, weight, height, tattoos, scars, marks, etc.)
 - c) complete and detailed description of the inmate's clothing
 - d) whether the inmate had on restraints at the time of escape
 - e) last seen direction of the inmate's travel
 - f) type of weapon involved, if any
 - g) other parties involved
 - h) any additional pertinent information that may apply
- the transportation deputy notifies the Transportation Supervisor immediately, who shall make additional notifications to the proper authorities
- a copy of the transport document and photo is provided to the first responding

deputy/officer

- the deputy completes a Richmond County Incident Report if the escape occurs outside Richmond County. The report shall include the assisting agency's case report number
- the transporting deputy completes a Richmond County Incident Report listing the escape charge if the escape occurs within Richmond County. A criminal arrest warrant for the escapee shall be requested from the Warrant Division.

The transporting deputy reports any security risk concerns to the courts or other facilities when an inmate is to be delivered or transferred into the receiving jurisdiction.

All requests for the removal of an inmate's restraints must be approved by the sitting Judge. If restraints are removed, two (2) deputies are present to escort the inmate, when available.

Appropriate paperwork (i.e., commitment papers, committal paperwork, appointment slips, medical files, picture, and transport forms) accompanies the inmate from one facility to another. Any information relating to an inmate's escape, suicide potential, and/or other security risks is recorded on the transport sheet and reported to the receiving facility.



Commission Meeting

February 20, 2024

Approve Amendment of Purchase Order P434867 for Diamond Lakes Scoring Towers

Department:	Central Services
Presenter:	Director Lampkin
Caption:	Motion to approve the amendment of Purchase Order P434867 for Diamond Lakes Scoring Towers to add an additional \$154,687.75 for additional work completed. Additional funds will be taken from SPLOST 8 Facility Maintenance/ Existing Facilities (including Craig Houghton).(Approved by Administrative Services Committee February 13, 2024)
Background:	In preparation for Military Softball Tournament that was held at Diamonds Lakes and issues that was discovered during the softball tournament Central Services ask onsite contractor to perform additional duties that was not in the scope of work of the original contract. During completion of the project, we had some vandalism to the scoring towers that included some graffiti to the buildings and sidewalks that we asked contractor to remove. The contractor was also asked to purchase and install new ceiling tiles in both concession stands along with repairing any damage to the ceiling grid. The contractor was also asked to pressure wash and clean concession stand to prepare for use. Painting of outside doors and sidewalks around the towers was also done. Upon reopening of the towers and usage of the restrooms during the softball tournament it was discovered that there was a plumbing issue with the drain lines and carrier unit behind the wall in the youth tower that needed immediate attention. To correct this problem a portion of the wall in the men's restroom had to be removed along with the partitions to correct the problem. Once repairs to drain lines and carrier were completed the wall was re-blocked and the partitions were put back in and repainted.
Analysis:	This approval is to approve moving \$154,687.75 from Central Services SPLOST 8 Facility Maintenance/Existing Facilities (including Craig Houghton) to Purchase Order P434867 for Diamond Lakes Scoring Towers.
Financial Impact:	Funding source is Central Services SPLOST 8 Facility Maintenance/Existing Facilities (including Craig Houghton).
Alternatives:	(1) Do not approve.
Recommendation:	Approve transfer of funds from SPLOST 8 account.
Funds are available in the following accounts:	SPLOST 8 Facility Maintenance/Existing Facilities (including Craig Houghton)

**REVIEWED AND
APPROVED BY:**

N/A

Item 13.

INVOICE: 231210-4335

HORIZON CONSTRUCTION & ASSOCIATES
P.O. BOX 798
Evans, GA 30809

Tel: (706) 719-5000

Date: October 12, 2023

TO Central Service Department
 2760 Peach Orchard Road
 Augusta, Georgia 30906

JOB	CITY	PURCHASE ORDER NUMBER	DATE P.O ISSUED
4335 Windsor Spring	Augusta		

	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
	DIAMOND LAKE PARK SCORING TOWERS			
	Remove the graffiti from buildings & sidewalks and pressure wash			
	Painted outside doors and sidewalks to bathroom area			
	Install all ceiling tile for concession stands			
	Demolition walls in bathrooms to install new carrier for toilets.			
	Re-block walls in the bathrooms and petitions			
	TOTAL			\$154,687.75

























Commission Meeting

February 20, 2024

Committee Meetings Online

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve streaming the Planning & Zoning Commission and Board of Zoning Appeals meetings online. (Approved by Administrative Services Committee February 13, 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
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Sean Frantom
Sent: Wednesday, February 7, 2024 10:37 AM
To: Lena Bonner; Takiyah A. Douse
Subject: Agenda item

Ms. Bonner,

Please add the following agenda item in to the committee it falls under-

Discuss why some committee meetings are not online (Ex. P&Z committee) but others are (Ex. Sheriff Merit Board).

Thank you,
Sean

Get [Outlook for iOS](#)

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1



Commission Meeting

February 20, 2024

AO Boathouse and Rowing Club Recommendation

Department:	Office of the Administrator
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve the recommendation of the Administrator to allow the Augusta Rowing Club to remain in their current location on the lower level of the Augusta Boathouse and to utilize the remaining funds in SPLOST allocated for the Boathouse for stabilization efforts to include the demolition of the deck, the removal of the HVAC system, mold remediation in the facility, the removal of the insulation and the girders on the first floor and the construction of access steps to gain entry into the interior of the building from the front with an estimated funding cost of \$400,000 for the project. (Approved by Administrative Services Committee February 13, 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
<u>REVIEWED AND APPROVED BY:</u>	N/A



ALTERNATIVE CONSTRUCTION & ENVIRONMENTAL SOLUTIONS, INC.

2247 Wrightsboro Road
Augusta, GA 30904

Mailing Address: PO Box 3229, Augusta, GA 30914-3229
Telephone: 706-262-2000 • Facsimile: 706-262-3299 • www.aces-usa.com

October 12, 2023

Client: Kirsten Alyward

Project: Indoor Air Quality Inspection and Spore Count Analysis
Boathouse Community Center
101 Riverfront Drive
Augusta, GA 30901
Report Number: 206-101-426

1.0 SCOPE

At the request of the client, a representative of Alternative Construction & Environmental Solutions, Inc., (ACES) conducted an Indoor Air Quality visual inspection, mold sampling and analysis of the Boathouse Community Center. The area tested was limited only to that area specified by the client and was not conducted in every space of the building.

2.0 SITE/VISUAL INSPECTION

A representative of ACES conducted a visual site inspection of the above-referenced project area on October 6, 2023. This was performed to determine the current condition of the surfaces and to identify any discoloration or staining at the time of this inspection. The boat storage and workout areas were not sampled due to the space being unconditioned. Some visible discoloration was observed on the ceiling throughout those areas. There was no visible evidence of staining indicative of mold colonization found on surfaces in the other areas in the club room, ball room and penthouse. No destructive or invasive inspecting was performed. No plants or air fresheners were observed.

3.0 DISCUSSION

Sampling for mold is typically to aid in establishing 1) whether mold spores are present in an area that was designed to prevent mold from entering or forming, 2) if there is an inside source of spores that could lead to increased occupants' exposure, or 3) if there is moisture and the presence of fungi that could be an indication of possible structural damage now or sometime in the future.

- **Air Samples:**

Air samples are divided into two different methods, culturable and non-culturable (non-viable or “spore trap”). Both samples are acquired using an air pump attached to a media.

- A. BioCassettes® with a Malt Extract Agar (MEA) are used for the determination of culturable (viable) fungi present in the air. Air sample duration is from one to five minutes at 28.3 liters per minute based on visual evaluation of the areas level of suspected contamination.
- B. Non-culturable samples are acquired using Air-O-Cell® spore trap samplers. This is a particulate sampling cassette for the rapid collection and analysis of a wide range of mold spores. This type of sampling does not allow differentiation between viable and non-viable mold spores. Air sample duration is determined by an expected level of contamination chart with sample times of 0.5 – 10 minutes at 15 liters per minute.

“Air Sampling is limited, and negative results do not document the absence of mold exposure. For example, mold may be growing in carpets or on walls and wallpapers, yet not be airborne at the time of sampling. Where there are other indications, such as moisture noted where it should not be, further investigation for hidden sources is indicated.” (ref. 1)

- **Surface Samples:**

Surface samples are typically taken by tape lift imprint, by swabbing the surface of suspected mold growth with a culturette swab, or by destructive sampling of the suspected mold growth materials. These samples are submitted to the laboratory for analysis for microbial contamination. The laboratory reports the findings by direct microscopic examination to identify the types of mold growth.

“There is substantial natural variability in the amount of mold in air. Understandably, the EPA and other government agencies have not set numeric standards for indoor concentrations of mold or mold spores.” (ref. 1)

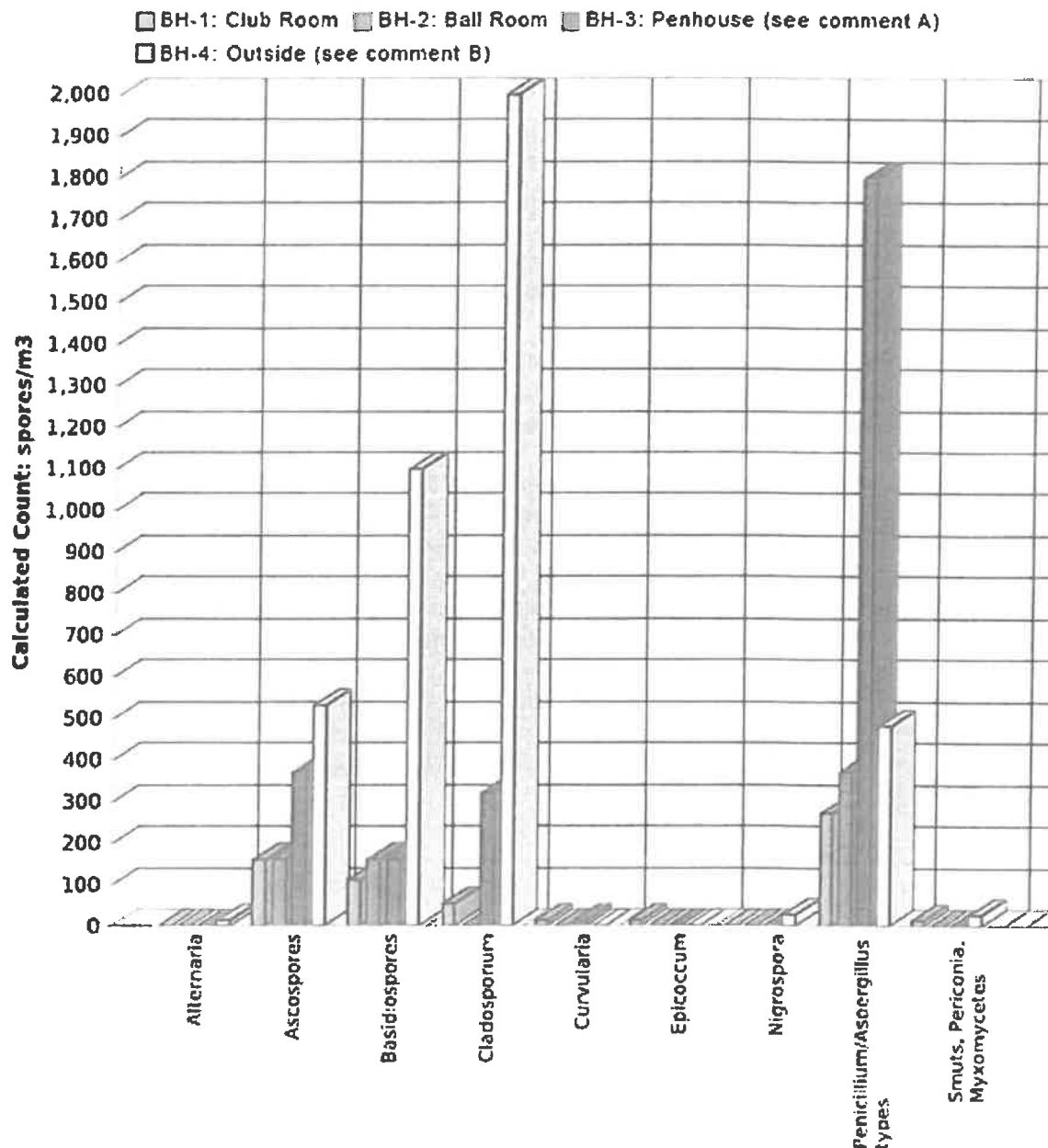
4.0 SAMPLING AND ANALYSIS

Sampling was accomplished utilizing a Zefon Bio-Pump with Air-O-Cell® cassettes. Four Air-O-Cell® samples were taken from various areas to include both inside and outside samples. The number of samples taken during this investigation was specified by the client.

Samples collected were assigned a unique sample ID number and placed in a sealed container. Samples were sent to EMLab P&K (Environmental Microbiology Laboratory, Inc.), an American Industrial Hygiene Association (AIHA) Environmental Microbiology-accredited laboratory (#178699).

Table I presents a graphical depiction of the spore counts obtained from this project. Sample BH-1 is depicted in red for the inside sample obtained in the Club Room. Sample BH-2 is depicted in green for the inside sample obtained from Ball Room. Sample BH-3 is depicted in blue for the inside sample obtained in the Penthouse. Sample BH-4 is depicted in for the outside sample.

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY



Comments: Table 1

The Bioaerosol Committee of the American Conference of Governmental Industrial Hygienists (ACGIH) states that outdoor airborne fungi concentration "routinely exceeds 1,000 CFU/m³ and may average near 10,000 CFU/m³ in summer months." No occupational exposure limit for bioaerosols has been promulgated by the Occupational Safety and Health Administration (OSHA). (ref. 3)

Additionally, temperature, relative humidity, carbon dioxide and carbon monoxide readings were taken using the Gray Wolf Indoor Air Quality Probe MP Surveyor Pro with serial number 78014.

Location	Time	Temp. (°F)	Relative Humidity (%)	Carbon Dioxide (ppm)	Carbon Monoxide (ppm)
Club Room	0917	76.3	60.2	304	2.6
Ball Room	0924	77.1	59.4	239	1.5
Penthouse	0929	76.6	58.7	275	1.0
Outside	0936	72.4	70.7	226	1.2

The American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) standard "Ventilation for Acceptable Air Quality", establishes 1000 parts per million (ppm) Carbon Dioxide as a level above which ventilation may be inadequate. (ref. 2)

Elevated Carbon Monoxide levels in indoor air indicate existence of a combustion source exhaust that is not effectively being ventilated out of the building. The standard of 25 ppm established by the American Conference of Governmental Industrial Hygienist (ACGIH) is widely accepted as a limit for defining hazardous carbon monoxide levels. (ref. 3) The ASHRAE ventilation standard has established 9 ppm or greater of carbon monoxide within an occupied space as being a level of concern. (ref. 2) The Environmental Protection Agency defines 9 ppm as a limit for acceptable air quality.

"The Relative Humidity (RH) of the indoor air and ventilation system should be below 60 percent. Ideally, RH should be kept between 30 and 50 percent because, at a RH of 50 percent or more, hygroscopic dust will absorb water that may allow the growth of fungi and house dust mites on indoor surfaces." (ref. 1)

5.0 ATTACHMENTS

Attachment I Lab Results

6.0 CONCLUSIONS

The boat storage areas and the workout areas on the bottom floor were not sampled. This space is and has been an unconditioned space, relatively open to the outside air. The discoloration in the boat storage areas and the workout areas appeared to be indicative of the unconditioned space and years of buildup on the gypsum board ceiling and does not appear to be the result of a water event.

No other discoloration was observed in the areas sampled. However, no destructive or invasive inspecting was performed.

A single *Epicoecum* spore was identified in the club room sample but was not in the outside sample. The *Penicillium/Aspergillus* count in the penthouse was higher than the outdoor sample. All other spores found in the sampled areas were at or below the outside levels. This data suggests that there could be a potential indoor source in the penthouse.

The following is a list of the spores found inside the project area with a brief description of each.

Ascospores are found everywhere in nature, particularly in Saprophytes and plant pathogens. The spores are predominantly forcibly discharged during periods of high humidity or rain.

Basidiospores is a common spore found outdoors on decaying wood and on plants. In the indoor environment, it is one of the fungi responsible for causing white or brown wood rot if allowed to form large colonies and can sometimes be recognized by the presence of mushrooms. These spores can grow to destroy the structural wood of buildings.

Cladosporium is typically found on leaves and decaying plants in the outdoor environment. In the indoor environment, it can be found in insulation and on window panes that have colder surfaces.

Curvularia in the indoor environment is typically from plant debris, soil, and facultative plant pathogens of tropical or subtropical plants. More commonly found in tropical, subtropical regions.

Epicoccum in the indoor environment is typically from plant debris and soil.

Penicillium/Aspergillus in the indoor environment is typically from water-damaged materials.

Smuts, Periconia, Myxomycetes are not typically found indoors. They are parasitic plant pathogens that require a living host for the completion of their life cycle.

According to the MoldRANGE™ Extended Outdoor Comparison Chart, the *Penicillium/Aspergillus* were higher than the very high range outdoor data for the month of October in the State of Georgia. All other spore counts recorded in this survey were below the typical very low outdoor data comparison for the month of October in the State of Georgia.

No occupational exposure limit for bioaerosols has been promulgated by the Occupational Safety and Health Administration (OSHA). "If fungal concentrations indoors are consistently higher than those outdoors, then indoor sources are indicated." (ref. 3)

Most spores found during this sampling are primarily found in the soil, leaves, grass, weeds, and other types of vegetation and can be easily transmitted into the building by people moving in and out.

The Relative Humidity levels found inside during this inspection were above 50%. A Relative Humidity of 50% or greater can increase the chances of fungi growth. The function of the HVAC system should be evaluated to ensure that levels are kept within the ideal range of 30-50%.

If any materials are found in the future with visual mold growth or damaged appearance, they should be cleaned or removed/discarded as per EPA guidelines published in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001). (ref. 4)


It should be noted that microbiological growth can and probably will reoccur if any source of moisture is not corrected and maintained as appropriate. Many spores are naturally occurring and will grow again with proper moisture, temperature and food source.

This report relates only for this time and conditions present during our investigation. Facilities are constantly under influence from several external factors, activities, environmental conditions and pollutants that are subject to change. If any new or conflicting information becomes available at a later date, please advise ACES and any appropriate revisions and/or comments will be made. This report was prepared for the client and should not be reproduced, except in whole and only with the written approval of ACES.

ALTERNATIVE CONSTRUCTION & ENVIRONMENTAL SOLUTIONS, INC.



Cliff Hampton
Manager
Industrial Hygiene, Safety & Health Dept.



Austin Metcalf
Project Manager

Attachment

References:

1. University of Connecticut Health Center Division of Occupational and Environmental Medicine, Center for Indoor Environments and Health, *Guidance for Clinicians on the Recognition and Management of Health Effects Related to Mold Exposure and Moisture Indoors*, (September 30, 2004)
2. American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ANSI/ASHRAE 62-1989), *Ventilation for Acceptable Air Quality*, ASHRAE, Atlanta, GA 1992.
3. American Conference of Governmental Industrial Hygienists (ACGIH), *Bioaerosols: Assessment and Control* (Edited by J. Marcher), Cincinnati, OH 1999.
4. Environmental Protection Agency (EPA), *Mold Remediation in Schools and Commercial Buildings* (EPA 402-K-01-001, March 2001)



Report for:

Austin Metcalf
Alternative Construction and Environmental Solutions
P.O. Box 3229
Augusta, GA 30914

Regarding: Eurofins EPK Built Environment Testing, LLC
Project: 206-101-426; 101 Riverfront Dr. Augusta, GA 30901
EML ID: 3412693

Approved by:

Business Unit Manager
Balu Krishnan

Dates of Analysis:
Spore trap analysis: 10-09-2023

Service SOPs: Spore trap analysis (EB-MY-S-1038)
AIHA-LAP, LLC accredited service, Lab ID #221504

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Information supplied by the client which can affect the validity of results: sample air volume.

Eurofins EPK Built Environment Testing, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins EPK Built Environment Testing, LLC's LabServe® reporting system includes automated fail-safes to ensure that all AIHA-LAP, LLC quality requirements are met and notifications are added to reports when any quality steps remain pending.

Eurofins EPK Built Environment Testing, LLC

EMLab ID: 3412693, Page 1 of 2

Client: Alternative Construction and Environmental Solutions
 C/O: Austin Metcalf
 Re: 206-101-426; 101 Riverfront Dr. Augusta, GA 30901

Eurofins EPK Built Environment Testing, LLC
 6215 Regency Parkway, Suite 900, Norcross, GA 30071
 (866) 871-1984 www.eurofinsus.com/Built

Date of Sampling: 10-06-2023
 Date of Receipt: 10-09-2023
 Date of Report: 10-10-2023

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	BH-1: Club Room		BH-2: Ball Room		BH-3: Penhouse		BH-4: Outside	
Comments (see below)	None		None		A		B	
Lab ID-Version†:	16602030-1		16602031-1		16602032-1		16602033-1	
Analysis Date:	10/09/2023		10/09/2023		10/09/2023		10/09/2023	
	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3
<i>Alternaria</i>							1	13
<i>Arthrinium</i>								
Ascospores	3	160	3	160	7	370	10	530
<i>Aureobasidium</i>								
Basidiospores	2	110	3	160	3	160	20	1,100
<i>Bipolaris/Drechslera</i> group								
<i>Botrytis</i>								
<i>Chaetomium</i>								
<i>Cladosporium</i>	1	53			6	320	117	2,000
<i>Curvularia</i>	1	13			1	13		
<i>Epicoccum</i>	1	13						
<i>Fusarium</i>								
<i>Myrothecium</i>								
<i>Nigrospora</i>							2	27
Other colorless								
<i>Penicillium/Aspergillus</i> types†	5	270	7	370	45	1,800	9	480
<i>Pithomyces</i>								
Rusts								
Smuts, <i>Periconia</i> , <i>Myxomycetes</i>	1	13					2	27
<i>Stachybotrys</i>								
<i>Stemphylium</i>								
<i>Torula</i>								
<i>Ulocladium</i>								
<i>Zygomycetes</i>								
Background debris (1-4+)††	2+		2+		3+		3+	
Sample volume (liters)	75		75		75		75	
§ TOTAL SPORES/m3		630		690		2,600		4,100

Comments: A) 16 of the raw count *Penicillium/Aspergillus* type spores were present as a single clump. B) 107 of the raw count *Cladosporium* spores were present as a single clump.

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

†† Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³, per spore and per sample.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

§ Total Spores/m³ has been rounded to two significant figures to reflect analytical precision.

Eurofins EPK Built Environment Testing, LLC
6215 Regency Parkway, Suite 900, Norcross, GA 30071
(866) 871-1984 www.eurofinsus.com/Built

Client: Alternative Construction and Environmental Solutions
C/O: Austin Metcalf
Re: 206-101-426; 101 Riverfront Dr. Augusta, GA 30901

Date of Sampling: 10-06-2023
Date of Receipt: 10-09-2023
Date of Report: 10-10-2023

MoldRANGE™, Local Climate; Extended Outdoor Comparison

Outdoor Location: BH-4, Outside

Fungi Identified	Outdoor data	Typical Outdoor Data for: October in Southeast† EMLab Regional Climate code¹ A Annual Temp, A Elev., B Rain, A Temp. Range (n‡=327)						Typical Outdoor Data for: The entire year in Southeast† EMLab Regional Climate code¹ A Annual Temp, A Elev., B Rain, A Temp. Range (n‡=3146)					
		very low	low	med	high	very high	freq %	very low	low	med	high	very high	freq %
Project zip code 30901	spores/m3												
Generally able to grow indoors*													
Alternaria	13	13	13	27	67	110	48	13	13	27	80	120	40
Bipolaris/Drechslera group	-	13	13	13	40	110	33	13	13	13	53	94	21
Chaetomium	-	-	-	-	-	-	4	13	13	13	40	85	5
Cladosporium	2,000	160	270	910	2,400	4,300	98	53	130	590	1,800	3,100	91
Curvularia	-	13	13	27	67	160	52	13	13	27	80	150	31
Epicoccum	-	13	13	27	40	53	34	13	13	27	53	99	32
Nigrospora	27	13	13	21	53	76	36	7	13	13	40	53	20
Penicillium/Aspergillus types	480	53	110	290	1,100	1,500	80	40	67	210	690	1,200	76
Stachybotrys	-	-	-	-	-	-	2	9	13	27	77	180	1
Torula	-	13	13	13	40	53	17	8	13	13	47	80	12
Seldom found growing indoors**													
Ascospores	530	110	160	480	1,400	2,300	97	53	110	520	1,900	3,500	90
Basidiospores	1,100	530	950	4,100	15,000	26,000	99	160	400	2,300	11,000	22,000	98
Rusts	-	13	13	27	80	120	24	13	13	27	67	160	20
Smuts, Periconia, Myxomycetes	27	27	33	93	230	290	86	13	20	53	150	240	71
§ TOTAL SPORES/m3	4,100												

¹EMLab Regional Climate codes are a climate classification scheme for regional geographic areas containing multiple states. The MoldRANGE™ Local Climate report uses the sampling location zip code to identify the EMLab Regional Climate code in that area. Using information available from the NOAA weather database, the EMLab Regional Climate code sharpens the precision of the MoldRANGE™ reporting system, providing more reliable estimates of the range and average concentrations of the different airborne fungal spore types for each region. Additional information on the EMLab Regional Climate code system can be found on the last page of this report.

‡The Typical Outdoor Data represents the typical outdoor spore levels across the region's group of states for the time period and EMLab Regional Climate code indicated. The last column represents the frequency of occurrence. The very low, low, med, high, and very high values represent the 10, 20, 50, 80, and 90 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 20% of the time it is present in levels above the detection limit and below 53 spores/m3. These values are updated periodically and if not enough data is available to make a statistically meaningful assessment, it is indicated with a dash.

‡ n is the sample size used to calculate the MoldRANGE™ Local Climate data summarized in the table.

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

Eurofins EPK Built Environment Testing, LLC
 Client: Alternative Construction and Environmental Solutions
 C/O: Austin Metcalf
 Re: 206-101-426; 101 Riverfront Dr. Augusta, GA 30901
 6215 Regency Parkway, Suite 900, Norcross, GA 30071
 (866) 871-1984 www.eurofinsus.com/Built
 Date of Sampling: 10-06-2023
 Date of Receipt: 10-09-2023
 Date of Report: 10-10-2023

Understanding EMLab Regional Climate Codes

Outdoor airborne spore concentrations are strongly influenced by climate and weather patterns, often resulting in pronounced seasonal and diurnal cycles (Burge 1995). The seasonal climatic changes directly affect the growth cycle of plants, thereby influencing fungal growth, spore maturation, and release cycles. By evaluating outdoor spore concentrations across similar climatic zones rather than for the state as a whole, it is possible to provide a more representative estimate of typical outdoor spore levels and frequency of occurrence for different airborne fungal spore types in a given area.

The EMLab Regional Climate code system is a novel classification system that uses data from the NOAA - National Oceanic and Atmospheric Administration database to define unique climate zones. The following climate variables, for each regional zip code, are obtained from NOAA and assigned a letter code of A (above the regional average for that variable) or B (below the regional average for that variable):

1. Annual High Temperature
2. Elevation
3. Rainfall/Precipitation
4. Monthly Temperature Range

The result is a 4-character code assigned to each statewide zip code, referred to as the Regional Climate Code. Below are some examples of decoded Regional Climate Codes:

AAAA = Above avg. Annual High Temperature, Above avg. Elevation, Above avg. Rainfall/Precipitation, Above avg. Monthly Temperature Range

AABB = Above avg. Annual High Temperature, Above avg. Elevation, Below avg. Rainfall/Precipitation, Below avg. Monthly Temperature Range

BBAA = Below avg. Annual High Temperature, Below avg. Elevation, Above avg. Rainfall/Precipitation, Above avg. Monthly Temperature Range

The actual outdoor air sample data from matching regional climate codes in each group of states are then compiled in a manner relating typical spore concentrations and frequency of occurrence.

The data presented in this report is from the Southeast Region which includes the states of: AL, FL, GA, NC, SC, and VA

The NOAA regional climate variables were selected by mapping data points from a subset of approximately 145,000 weather and geographic database entries to over 80,000 outdoor spore trap samples with known zip codes and assessing them using orthogonal array experimental design techniques. The results were then compared to the typical ranges of spore types found when grouping zip codes using the Koppen-Geiger climatic classification system; a commonly used climatic system that provides an objective numerical definition in terms of climatic elements such as temperature, rainfall, and other seasonal characteristics. The EMLab Regional Climate codes showed improved granularity and refinement of the zip code groupings, implying a better representation of the expected range of spore types to be found within an individual zip code.

The values on this report were calculated by obtaining the four variables listed above from the over 585 million data points of weather and geographic information available in the NOAA database, and determining the frequencies and percentile values of spore types by utilizing over 180,000 Eurofins EMLab P&K outdoor spore trap samples with known zip codes.

This report groups regional zip codes in relation to these EMLab Regional Climate codes and summarizes MoldRANGE™ data by month and year within each EMLab Regional Climate code.

References:

Burge, Harriet, A. Bioaerosols: Boca Raton: Lewis Publishers, pp. 163-171, 1995.

Interpretation of the data contained in this report is left to the client or the persons who conducted the field work. This report is provided for informational and comparative purposes only and should not be relied upon for any other purpose. "Typical outdoor data" are based on the results of the analysis of samples delivered to and analyzed by Eurofins EMLab P&K and assumptions regarding the origins of those samples. Sampling techniques, contaminants infecting samples, unrepresentative samples and other similar or dissimilar factors may affect these results. In addition, Eurofins EMLab P&K may not have received and tested a representative number of samples for every region or time period. Eurofins EMLab P&K hereby disclaims any liability for any and all direct, indirect, punitive, incidental, special or consequential damages arising out of the use or interpretation of the data contained in, or any actions taken or omitted in reliance upon, this report.

Eurofins EPK Built Environment Testing, LLC

EMLab ID: 3412693, Page 2 of 3
U.S. Patent No. 10,387,458

Eurofins EPK Built Environment Testing, LLC

6215 Regency Parkway, Suite 900, Norcross, GA 30071
(866) 871-1984 www.eurofinsus.com/Built

Date of Sampling: 10-06-2023

Date of Receipt: 10-09-2023

Date of Report: 10-10-2023

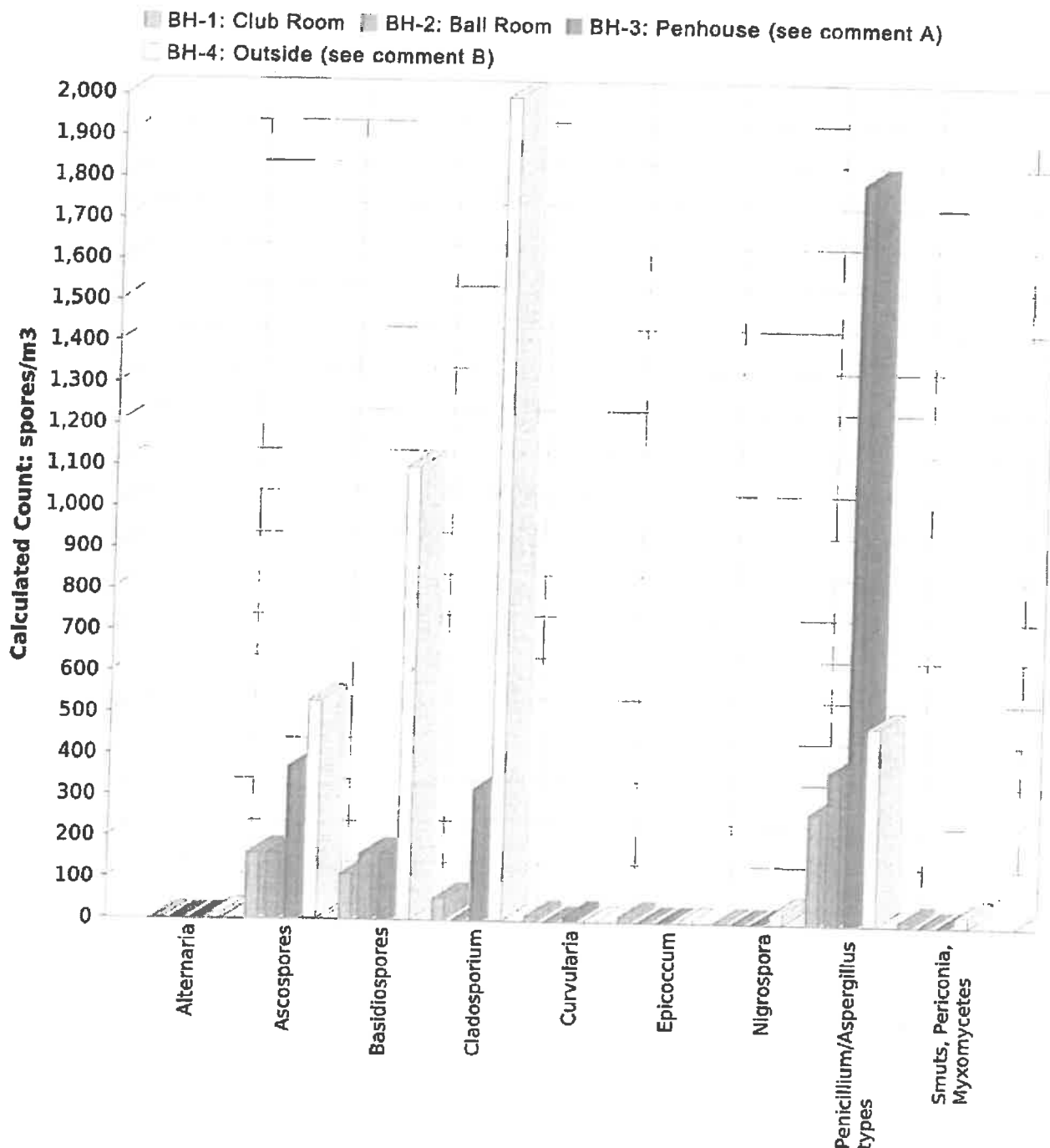
NCE 1. LGI 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 8

CHANGE Local Climate Report:

that contains more specific outdoor ref

useful tool for your investigations. Euro

10-10-2023: 206-101-426

6215 Regency Parkway, Suite 900, Norcross, GA 30071
(866) 871-1984 www.eurofinsus.com/Built**SPORE TRAP REPORT: NON-VIABLE METHODOLOGY**

Comments: A) 16 of the raw count *Penicillium/Aspergillus* type spores were present as a single clump. B) 107 of the raw count *Cladosporium* spores were present as a single clump.

Note: Graphical output may understate the importance of certain "marker" genera.
Eurofins EPK Built Environment Testing, LLC

EMLab ID: 3412693, Page 1

CHAIN OF CUSTODY
www.eurofinus.com/Built

East: (866) 871-1064
Central: (800) 651-4862
West: (866) 888-0953

CONTACT INFORMATION

Company: ACGS Address: 27547 Washington Rd., Suite 200A
Contact: Alexander M. M. M. M. Special Instructions: Send Results to results@eurofinus.com
Phone: 762.200.0000

PROJECT INFORMATION

Project ID: 200-101-4726

Location: by Riverfront Dr. Highway 674 5090A

Project Name: 5040A Sampling Date & Time: 10/16/23 09:15

Project Number: Sampled by Alexander M. M. M.

TURN AROUND TIME CODES (TAT)

STD - Standard (DEFAULT)
MD - Most Business Day
SD - Same Business Day Rush
WH - Weekend / Holiday

Notes: Rushes received after 5pm or on weekends, will be considered received the next business day. Please don't set in addition of weekend / holiday periods

Weather	Fog	Rain	Snow	Wind	Clear
Humidity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temperature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Moisture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FUNGAL A

003412693

REQUESTED SERVICES
(Check boxes below)

Non-Differentiable
Sporu Trap
Fungi Swab
Bacteria
Mold
Water, Bulk, Dust, Soil, Contact Plates
Culturable
Other

CONTACT INFORMATION										
Company	ACGS	Address		2747 W. 9th Avenue	City	Wichita	State	KS	Zip	67204
Contact	Angela McCreath	Special Instructions								
Phone	781-762-2000	Send Results to		results@acgs-wichita.com						
PROJECT INFORMATION					TURN AROUND TIME CODES (TAT)					
Project ID	22C-101-422	STD	Standard (DEFAULT)							
Project Name	1st Riverfront Dr. Expansion, E&A	NO	No Mold Bioreactor Dry			Rudex received after 2pm or an overnight, will be completed the next business day. Please alert us in advance of workload rebiotic project				
Project Type	5040A	SD	Same Business Day Rush							
Project Date & Time	9/15/23	WH	Weekend / Holiday							
Project Location	Sampled By	Angela McCreath								
Sample ID	Description	Sample Type (Abbrev)	TAT (hours)	Total Volume / Area (liters / sq ft)	Notes (Time of day, Temp, RH, etc.)					
G11-1	Clay Panna	ST	ST 12	75 (liters)	2011 10/16/23 09:15	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
G11-2	Clay Panna	ST	ST 12	75 (liters)	2011 10/16/23 09:15	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
G11-3	Clay Panna	ST	ST 12	75 (liters)	2011 10/16/23 09:15	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
G11-4	Clay Panna	ST	ST 12	75 (liters)	2011 10/16/23 09:15	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SAMPLE TYPE CODES				RELINQUISHED BY		DATE & TIME		RECEIVED BY		DATE & TIME	
BC - Background	CP - Control Blank	T - Tape	D - Dust	<u>AC Met P</u>		<u>10/16/23</u>		<u>[Signature]</u>		<u>10/16/23</u>	
AT - Ambient	ST - Spore Trap Filter	SW - Swab	W - Water								
SAS - Surface for Sampling	Adherence, bulkhead, ...	B - Bulk	SO - Soil								
0 - Other											

By submitting this Chain of Custody, you agree to the terms and conditions set forth at <http://www.eurofinus.com/Built>



ALTERNATIVE CONSTRUCTION & ENVIRONMENTAL SOLUTIONS, INC.

Item 15.

2247 Wrightsboro Road
Augusta, GA 30904

Mailing Address: PO Box 3229, Augusta, GA 30914-3229
Telephone: 706-262-2000 • Facsimile: 706-262-3299 • www.aces-usa.com

January 23, 2024

Client: Augusta-Richmond County Central Services Department
2760 Peach Orchard Road
Augusta, GA 30906
Attn: Ms. Maria Rivera-Rivera
mrivera-rivera@augustaga.gov

Project: Indoor Air Quality Inspection and Spore Count Analysis
The Boathouse Community Center
101 Riverfront Drive
Augusta, GA
Report Number: 2006-113-002

1.0 SCOPE

At the request of the client, a representative of Alternative Construction & Environmental Solutions, Inc., (ACES) conducted an Indoor Air Quality visual inspection, mold sampling and analysis of the Boathouse Community Center at 101 Riverfront Drive in Augusta, Georgia. The areas tested were limited to be representative of the climate-controlled portion of the building. Sampling was not conducted in every space of the building.

2.0 SITE/VISUAL INSPECTION

A representative of ACES conducted a visual site inspection of the above-referenced project area on January 19, 2024. This was performed to determine the current condition of the surfaces and to identify any discoloration or staining at the time of this inspection. Visible staining indicative of mold colonization was observed on ceiling tiles, walls and insulation backing in the Kitchen. No destructive or invasive inspecting was performed. A visual inspection performed in the basement area occupied by the Rowing Club identified staining indicative of mold colonization on the drywall ceilings. Air sampling was not conducted in the basement as this area was not under climate control.

3.0 DISCUSSION

Sampling for mold is typically to aid in establishing 1) whether mold spores are present in an area that was designed to prevent mold from entering or forming, 2) if there is an inside source of spores

that could lead to increased occupants' exposure, or 3) if there is moisture and the presence of fungi that could be an indication of possible structural damage now or sometime in the future.

- ***Air Samples:***

Air samples are divided into two different methods, culturable and non-culturable (non-viable or "spore trap"). Both samples are acquired using an air pump attached to a media.

- A. BioCassettes® with a Malt Extract Agar (MEA) are used for the determination of culturable (viable) fungi present in the air. Air sample duration is from one to five minutes at 28.3 liters per minute based on visual evaluation of the areas level of suspected contamination.
- B. Non-culturable samples are acquired using Air-O-Cell® spore trap samplers. This is a particulate sampling cassette for the rapid collection and analysis of a wide range of mold spores. This type of sampling does not allow differentiation between viable and non-viable mold spores. Air sample duration is determined by an expected level of contamination chart with sample times of 0.5 – 10 minutes at 15 liters per minute.

"Air Sampling is limited, and negative results do not document the absence of mold exposure. For example, mold may be growing in carpets or on walls and wallpapers, yet not be airborne at the time of sampling. Where there are other indications, such as moisture noted where it should not be, further investigation for hidden sources is indicated." (ref. 1)

- ***Surface Samples:***

Surface samples are typically taken by tape lift imprint, by swabbing the surface of suspected mold growth with a culturette swab, or by destructive sampling of the suspected mold growth materials. These samples are submitted to the laboratory for analysis for microbial contamination. The laboratory reports the findings by direct microscopic examination to identify the types of mold growth.

"There is substantial natural variability in the amount of mold in air. Understandably, the EPA and other government agencies have not set numeric standards for indoor concentrations of mold or mold spores." (ref. 1)

4.0 SAMPLING AND ANALYSIS

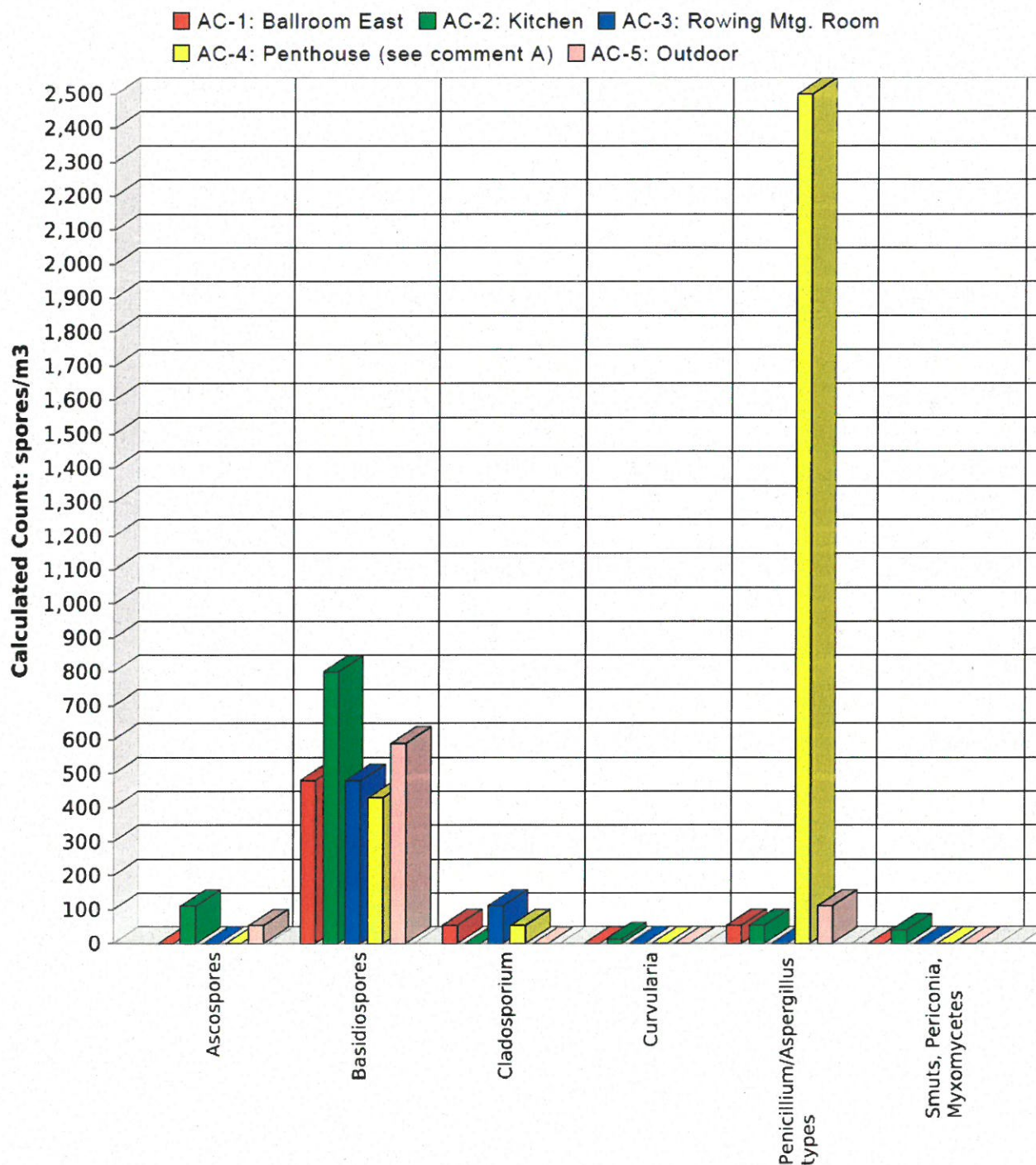
Sampling was accomplished utilizing a Zefon Bio-Pump with Air-O-Cell® cassettes. Five Air-O-Cell® samples were taken from various areas to include both inside and outside samples. The number of samples taken during this investigation was specified by the client.

Samples collected were assigned a unique sample ID number and placed in a sealed container. Samples were sent to EMLab P&K (Environmental Microbiology Laboratory, Inc.), an American Industrial Hygiene Association (AIHA) Environmental Microbiology-accredited laboratory (#178699).

Table I presents a graphical depiction of the spore counts obtained from this project. Sample AC-1 is depicted in red for the inside sample obtained from the Ballroom. Sample AC-2 is depicted in green

for the inside sample obtained from the Kitchen. Sample AC-3 is depicted in blue for the inside sample obtained from the Rowing Meeting Room. Sample AC-4 is depicted in yellow for the inside sample obtained from the Penthouse. Sample AC-5 is depicted in pink and represents the outdoor sample.

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY



Comment A: 41 of the raw count Penicillium/Aspergillus type spores were present as a single clump.

The Bioaerosol Committee of the American Conference of Governmental Industrial Hygienists (ACGIH) states that outdoor airborne fungi concentration “routinely exceeds 1,000 CFU/m³ and may average near 10,000 CFU/m³ in summer months.” No occupational exposure limit for bioaerosols has been promulgated by the Occupational Safety and Health Administration (OSHA). (ref. 3)

Additionally, temperature, relative humidity and carbon monoxide readings were taken using the Gray Wolf Indoor Air Quality Probe MP Surveyor Pro with serial number 78014.

Location	Time	Temp. (°F)	Relative Humidity (%)	Carbon Monoxide (ppm)
Ballroom	1010	58.7	35.2	1.0
Kitchen	1017	57.9	37.6	0.4
Rowing Meeting Room	1027	53.2	44.1	0.3
Penthouse	1038	73.0	41.1	0.3
Outdoor	1055	51.7	54.8	0.4

Elevated Carbon Monoxide levels in indoor air indicate the existence of a combustion source exhaust that is not effectively being ventilated out of the building. The standard of 25 ppm established by the American Conference of Governmental Industrial Hygienist (ACGIH) is widely accepted as a limit for defining hazardous carbon monoxide levels. (ref. 3) The ASHRAE ventilation standard has established 9 ppm or greater of carbon monoxide within an occupied space as being a level of concern. (ref. 2) The Environmental Protection Agency defines 9 ppm as a limit for acceptable air quality.

“The Relative Humidity (RH) of the indoor air and ventilation system should be below 60 percent. Ideally, RH should be kept between 30 and 50 percent because, at a RH of 50 percent or more, hygroscopic dust will absorb water that may allow the growth of fungi and house dust mites on indoor surfaces.” (ref. 1)

5.0 ATTACHMENTS

Attachment I	Lab Results
Attachment II	Photographs

6.0 CONCLUSIONS

There was visible staining indicative of mold growth found on visible surfaces inside the project area. These included ceiling tiles, walls and insulation backing in the kitchen. Although spore count samples were not collected from the basement (Rowing Club facility), visual staining indicative of mold colonization was observed and photographed on the ceilings throughout. No destructive or invasive inspecting was performed.

Spores of *Cladosporium*, *Curvularia* and *Smuts/Periconia/Myxomycetes* were identified in the inside samples but were not identified in the outside sample. Basidiospores and, particularly, *Penicillium/Aspergillus* type spores were identified inside in significantly higher concentrations than

in the outdoor sample. This data does suggest indoor sources for these spore types at the time of this inspection.

The following is a list of the spores found inside the project area with a brief description of each.

Ascospores are found everywhere in nature, particularly in Saprophytes and plant pathogens. The spores are predominantly forcibly discharged during periods of high humidity or rain.

Basidiospores is a common spore found outdoors on decaying wood and on plants. In the indoor environment, it is one of the fungi responsible for causing white or brown wood rot if allowed to form large colonies and can sometimes be recognized by the presence of mushrooms. These spores can grow to destroy the structural wood of buildings. Known health effects in immunocompromised individuals can include type 1 allergies.

Cladosporium is typically found on leaves and decaying plants in the outdoor environment. In the indoor environment, it can be found in insulation and on window panes that have colder surfaces.

Curvularia in the indoor environment is typically from plant debris, soil, and facultative plant pathogens of tropical or subtropical plants. More commonly found in tropical, subtropical regions.

Penicillium/Aspergillus in the outdoor environment is often found in soil, decaying plants and in stored grain. Indoors it is often found on water-damaged building materials such as wallboard, chipboards and decaying fabrics or foodstuffs like cheese, herbs and onions. Known health effects in immunocompromised individuals can include hay fever, asthma and type 3 hypersensitivity pneumonitis.

According to the MoldRANGE™ Extended Outdoor Comparison Chart, some of the spore counts recorded in this survey were above the typical very high outdoor data comparison for the month of January in the State of Georgia.

No occupational exposure limit for bioaerosols has been promulgated by the Occupational Safety and Health Administration (OSHA). "If fungal concentrations indoors are consistently higher than those outdoors, then indoor sources are indicated." (ref. 3)

Most spores found during this sampling are primarily found in the soil, leaves, grass, weeds, and other types of vegetation and can be easily transmitted into the building by people moving in and out.

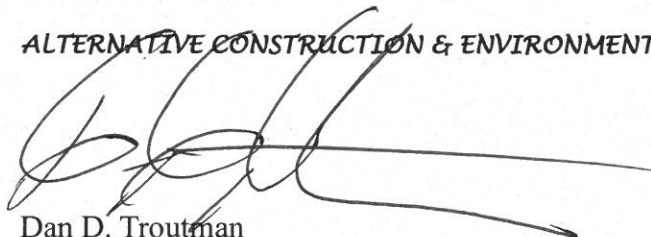
The Relative Humidity levels found inside during this inspection were below 50%. A Relative Humidity of 50% or greater can increase the chances of fungi growth. It should be noted that not all of the HVAC units were operational at the time of sampling.

If any materials are found in the future with visual mold growth or damaged appearance, they should be cleaned or removed/discarded as per EPA guidelines published in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001). (ref. 4)

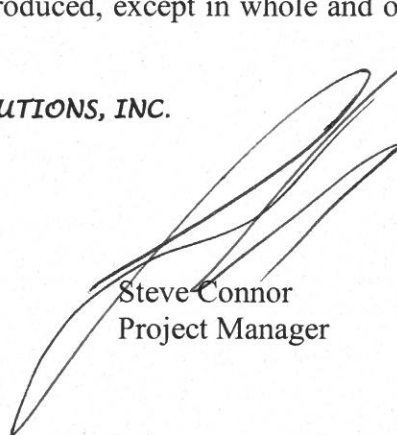
It should be noted that microbiological growth can and probably will reoccur if any source of moisture is not corrected and maintained as appropriate. Many spores are naturally-occurring and will grow again with proper moisture, temperature and food source.

This report relates only for this time and conditions present during our investigation. Facilities are constantly under influence from several external factors, activities, environmental conditions and pollutants that are subject to change. If any new or conflicting information becomes available at a later date, please advise ACES and any appropriate revisions and/or comments will be made. This report was prepared for the client and should not be reproduced, except in whole and only with the written approval of ACES.

ALTERNATIVE CONSTRUCTION & ENVIRONMENTAL SOLUTIONS, INC.



Dan D. Troutman
President



Steve Connor
Project Manager

Attachment

References:

1. University of Connecticut Health Center Division of Occupational and Environmental Medicine, Center for Indoor Environments and Health, *Guidance for Clinicians on the Recognition and Management of Health Effects Related to Mold Exposure and Moisture Indoors*, (September 30, 2004)
2. American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ANSI/ASHRAE 62-1989), *Ventilation for Acceptable Air Quality*, ASHRAE, Atlanta, GA 1992.
3. American Conference of Governmental Industrial Hygienists (ACGIH), *Bioaerosols: Assessment and Control* (Edited by J. Marcher), Cincinnati, OH 1999.
4. Environmental Protection Agency (EPA), *Mold Remediation in Schools and Commercial Buildings* (EPA 402-K-01-001, March 2001)



Built Environment Testing

Report for:

Mr. Steve Connor
Alternative Construction and Environmental Solutions
P.O. Box 3229
Augusta, GA 30914

Regarding: Eurofins EPK Built Environment Testing, LLC
Project: 2006-113-002; Boathouse
EML ID: 3512408

Approved by:

Business Unit Manager
Balu Krishnan

Dates of Analysis:
Spore trap analysis: 01-23-2024

Service SOPs: Spore trap analysis (EB-MY-S-1038)
AIHA-LAP, LLC accredited service, Lab ID #221504

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Information supplied by the client which can affect the validity of results: sample air volume.

Eurofins EPK Built Environment Testing, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins EPK Built Environment Testing, LLC's LabServe® reporting system includes automated fail-safes to ensure that all AIHA-LAP, LLC quality requirements are met and notifications are added to reports when any quality steps remain pending.

Eurofins EPK Built Environment Testing, LLC

EMLab ID: 3512408, Page 1 of 2

Eurofins EPK Built Environment Testing, LLC
6215 Regency Parkway, Suite 900, Norcross, GA 30071
(866) 871-1984 www.eurofinsus.com/Built

Client: Alternative Construction and Environmental
Solutions
C/O: Mr. Steve Connor
Re: 2006-113-002; Boathouse

Date of Sampling: 01-19-2024
Date of Receipt: 01-22-2024
Date of Report: 01-23-2024

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	AC-1: Ballroom East		AC-2: Kitchen		AC-3: Rowing Mtg. Room		AC-4: Penthouse		AC-5: Outdoor	
Comments (see below)	None		None		None		A		None	
Lab ID-Version†:	17150027-1		17150028-1		17150029-1		17150030-1		17150031-1	
Analysis Date:	01/23/2024		01/23/2024		01/23/2024		01/23/2024		01/23/2024	
	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3
<i>Alternaria</i>										
<i>Arthrinium</i>										
Ascospores			2	110					1	53
<i>Aureobasidium</i>										
Basidiospores	9	480	15	800	9	480	8	430	11	590
<i>Bipolaris/Drechslera</i> group										
<i>Botrytis</i>										
<i>Chaetomium</i>										
<i>Cladosporium</i>	1	53			2	110	1	53		
<i>Curvularia</i>			1	13						
<i>Epicoccum</i>										
<i>Fusarium</i>										
<i>Myrothecium</i>										
<i>Nigrospora</i>										
Other colorless										
<i>Penicillium/Aspergillus</i> types†	1	53	1	53			77	2,500	2	110
<i>Pithomyces</i>										
Rusts										
Smuts, Periconia, Myxomycetes			3	40						
<i>Stachybotrys</i>										
<i>Stemphylium</i>										
<i>Torula</i>										
<i>Ulocladium</i>										
<i>Zygomycetes</i>										
Background debris (1-4+)	2+		2+		1+		2+		2+	
Sample volume (liters)	75		75		75		75		75	
§ TOTAL SPORES/m3		590		1,000		590		2,900		750

Comments: A) 41 of the raw count *Penicillium/Aspergillus* type spores were present as a single clump.

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

†† Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³, per spore and per sample.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

Eurofins EPK Built Environment Testing, LLC
 6215 Regency Parkway, Suite 900, Norcross, GA 30071
 (866) 871-1984 www.eurofinsus.com/Built

Client: Alternative Construction and Environmental
 Solutions
 C/O: Mr. Steve Connor
 Re: 2006-113-002; Boathouse

Date of Sampling: 01-19-2024
 Date of Receipt: 01-22-2024
 Date of Report: 01-23-2024

MoldRANGE™, Local Climate; Extended Outdoor Comparison

Outdoor Location: AC-5, Outdoor

Fungi Identified	Outdoor data	Typical Outdoor Data for: January in Southeast† EMLab Regional Climate code¹ A Annual Temp, A Elev., B Rain, A Temp. Range (n‡=264)						Typical Outdoor Data for: The entire year in Southeast† EMLab Regional Climate code¹ A Annual Temp, A Elev., B Rain, A Temp. Range (n‡=3474)					
		very low	low	med	high	very high	freq %	very low	low	med	high	very high	freq %
Project zip code 30901	spores/m3												
Generally able to grow indoors*													
Alternaria	-	12	13	27	32	53	16	13	13	27	80	120	40
Bipolaris/Drechslera group	-	-	-	-	-	-	6	13	13	20	53	93	21
Chaetomium	-	-	-	-	-	-	3	13	13	13	40	85	5
Cladosporium	-	27	53	160	480	1,000	80	53	130	600	1,800	3,200	91
Curvularia	-	11	13	13	35	65	9	13	13	27	80	150	31
Nigrospora	-	13	13	13	22	27	10	7	13	13	40	53	20
Penicillium/Aspergillus types	110	25	40	120	320	630	73	44	67	210	670	1,200	75
Stachybotrys	-	-	-	-	-	-	1	10	13	27	80	190	1
Torula	-	-	-	-	-	-	4	7	13	13	44	77	12
Seldom found growing indoors**													
Ascospores	53	13	34	110	430	750	70	53	110	530	1,900	3,500	90
Basidiospores	590	40	93	800	3,000	7,200	92	160	400	2,300	11,000	22,000	98
Rusts	-	-	-	-	-	-	3	13	13	27	67	150	19
Smuts, Periconia, Myxomycetes	-	13	13	27	53	82	55	13	20	53	150	230	71
§ TOTAL SPORES/m3	750												

¹EMLab Regional Climate codes are a climate classification scheme for regional geographic areas containing multiple states. The MoldRANGE™ Local Climate report uses the sampling location zip code to identify the EMLab Regional Climate code in that area. Using information available from the NOAA weather database, the EMLab Regional Climate code sharpens the precision of the MoldRANGE™ reporting system, providing more reliable estimates of the range and average concentrations of the different airborne fungal spore types for each region. Additional information on the EMLab Regional Climate code system can be found on the last page of this report.

†The Typical Outdoor Data represents the typical outdoor spore levels across the region's group of states for the time period and EMLab Regional Climate code indicated. The last column represents the frequency of occurrence. The very low, low, med, high, and very high values represent the 10, 20, 50, 80, and 90 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 20% of the time it is present in levels above the detection limit and below 53 spores/m3. These values are updated periodically and if not enough data is available to make a statistically meaningful assessment, it is indicated with a dash.

‡ n is the sample size used to calculate the MoldRANGE™ Local Climate data summarized in the table.

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

Eurofins EPK Built Environment Testing, LLC
 6215 Regency Parkway, Suite 900, Norcross, GA 30071
 (866) 871-1984 www.eurofinsus.com/Built

Client: Alternative Construction and Environmental
 Solutions
 C/O: Mr. Steve Connor
 Re: 2006-113-002; Boathouse

Date of Sampling: 01-19-2024
 Date of Receipt: 01-22-2024
 Date of Report: 01-23-2024

Understanding EMLab Regional Climate Codes

Outdoor airborne spore concentrations are strongly influenced by climate and weather patterns, often resulting in pronounced seasonal and diurnal cycles (Burge 1995). The seasonal climatic changes directly affect the growth cycle of plants, thereby influencing fungal growth, spore maturation, and release cycles. By evaluating outdoor spore concentrations across similar climatic zones rather than for the state as a whole, it is possible to provide a more representative estimate of typical outdoor spore levels and frequency of occurrence for different airborne fungal spore types in a given area.

The EMLab Regional Climate code system is a novel classification system that uses data from the NOAA - National Oceanic and Atmospheric Administration database to define unique climate zones. The following climate variables, for each regional zip code, are obtained from NOAA and assigned a letter code of A (above the regional average for that variable) or B (below the regional average for that variable):

1. Annual High Temperature
2. Elevation
3. Rainfall/Precipitation
4. Monthly Temperature Range

The result is a 4-character code assigned to each statewide zip code, referred to as the Regional Climate Code. Below are some examples of decoded Regional Climate Codes:

AAAA = Above avg. Annual High Temperature, Above avg. Elevation, Above avg. Rainfall/Precipitation, Above avg. Monthly Temperature Range
AABB = Above avg. Annual High Temperature, Above avg. Elevation, Below avg. Rainfall/Precipitation, Below avg. Monthly Temperature Range
BBAA = Below avg. Annual High Temperature, Below avg. Elevation, Above avg. Rainfall/Precipitation, Above avg. Monthly Temperature Range

The actual outdoor air sample data from matching regional climate codes in each group of states are then compiled in a manner relating typical spore concentrations and frequency of occurrence.

The data presented in this report is from the Southeast Region which includes the states of: AL, FL, GA, NC, SC, and VA

The NOAA regional climate variables were selected by mapping data points from a subset of approximately 145,000 weather and geographic database entries to over 80,000 outdoor spore trap samples with known zip codes and assessing them using orthogonal array experimental design techniques. The results were then compared to the typical ranges of spore types found when grouping zip codes using the Koppen-Geiger climatic classification system; a commonly used climatic system that provides an objective numerical definition in terms of climatic elements such as temperature, rainfall, and other seasonal characteristics. The EMLab Regional Climate codes showed improved granularity and refinement of the zip code groupings, implying a better representation of the expected range of spore types to be found within an individual zip code.

The values on this report were calculated by obtaining the four variables listed above from the over 585 million data points of weather and geographic information available in the NOAA database, and determining the frequencies and percentile values of spore types by utilizing over 180,000 Eurofins EMLab P&K outdoor spore trap samples with known zip codes.

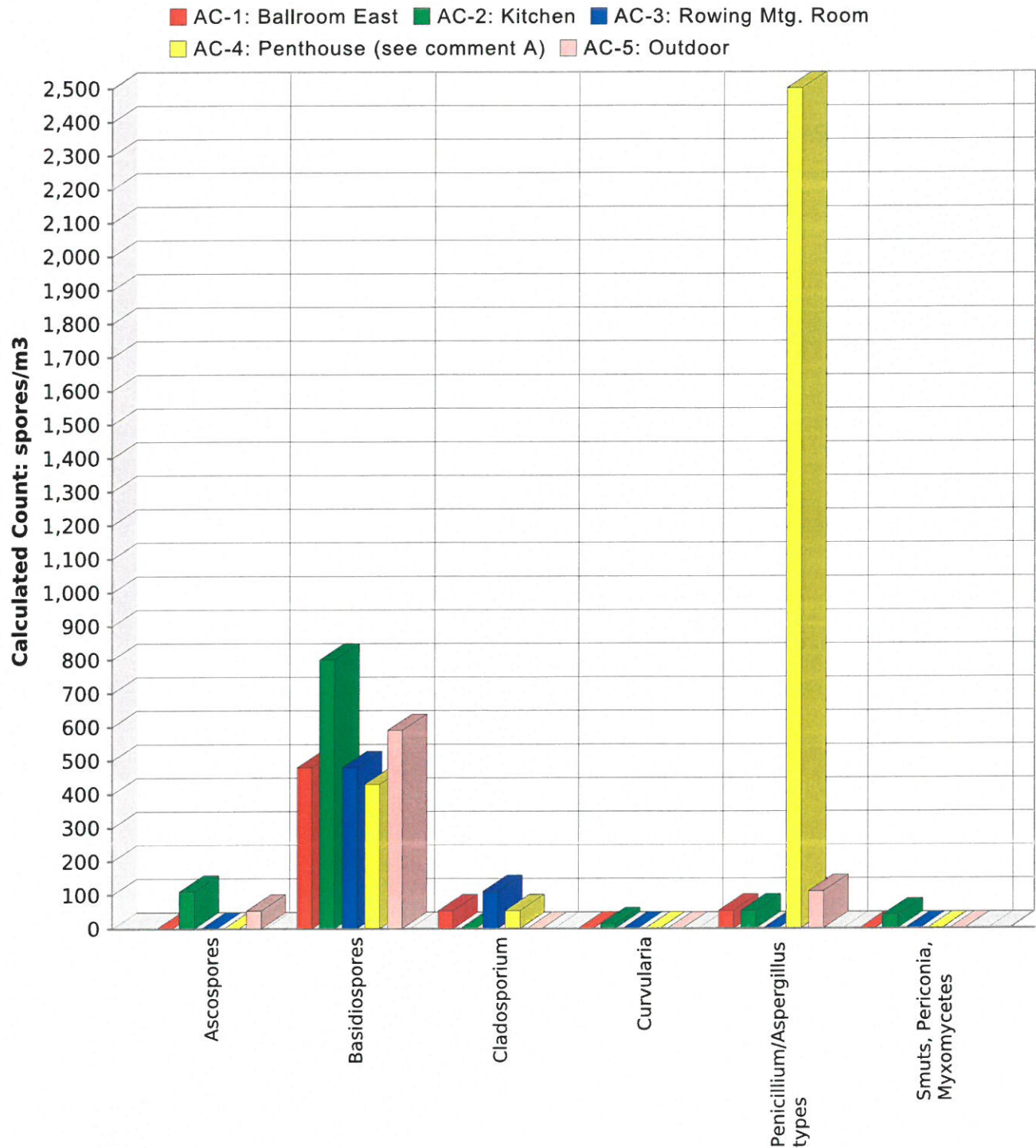
This report groups regional zip codes in relation to these EMLab Regional Climate codes and summarizes MoldRANGE™ data by month and year within each EMLab Regional Climate code.

References:

Burge, Harriet, A. Bioaerosols: Boca Raton: Lewis Publishers, pp. 163-171, 1995.

Interpretation of the data contained in this report is left to the client or the persons who conducted the field work. This report is provided for informational and comparative purposes only and should not be relied upon for any other purpose. "Typical outdoor data" are based on the results of the analysis of samples delivered to and analyzed by Eurofins EMLab P&K and assumptions regarding the origins of those samples. Sampling techniques, contaminants infecting samples, unrepresentative samples and other similar or dissimilar factors may affect these results. In addition, Eurofins EMLab P&K may not have received and tested a representative number of samples for every region or time period. Eurofins EMLab P&K hereby disclaims any liability for any and all direct, indirect, punitive, incidental, special or consequential damages arising out of the use or interpretation of the data contained in, or any actions taken or omitted in reliance upon, this report.

01-23-2024: 2006-113-002

6215 Regency Parkway, Suite 900, Norcross, GA 30071
(866) 871-1984 www.eurofinsus.com/Built**SPORE TRAP REPORT: NON-VIABLE METHODOLOGY**

Comments: A) 41 of the raw count *Penicillium/Aspergillus* type spores were present as a single clump.

Note: Graphical output may understate the importance of certain "marker" genera.
Eurofins EPK Built Environment Testing, LLC

EMLab ID: 3512408, Page 1

CHAIN OF CUSTODY
www.EMLabPK.com



Cherry Hill, NJ: 1936 Olney Avenue, Cherry Hill, NJ 08003 • (866) 871-1984
Phoenix, AZ: 1501 West Knudsen drive, Phoenix, AZ 85027 • (800) 651-4802
San Bruno, CA: 1150 Bayhill Drive, #100, San Bruno, CA 94066 • (866) 888-6653

Weather	Fog	Rain	Snow	Wind	Clear
None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Moderate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heavy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

REQUESTED SEI
(Use checkboxes)

003512408

CONTACT INFORMATION

Company:	ACES, Inc.	Address:	PO Box 3229, Augusta, GA 30914
Contact:	Steve Connor	Special Instructions:	
Phone:	706-262-2000		

PROJECT INFORMATION

Project ID:	2006-113-002	STD - Standard (DEFAULT)
Project Description:	Boathouse	ND - Next Business Day
Project Zip Code:	30901	SD - Same Business Day Rush
PO Number:		WH - Weekend / Holiday
Sample ID	Description	Sample Type (Below)
AC-1	Ballroom East	STD
AC-2	Kitchen	STD
AC-3	Rowing Mtg. Room	STD
AC-4	Penthouse	STD
AC-5	Outdoor	STD

TURN AROUND TIME CODES (TAT)

Project ID:	2006-113-002	STD - Standard (DEFAULT)
Project Description:	Boathouse	ND - Next Business Day
Project Zip Code:	30901	SD - Same Business Day Rush
PO Number:		WH - Weekend / Holiday

Fungi - Spore Trap Analysis

Spore Trap Analysis - Other particles

Direct Microscopic Exam (Qualitative)

Quantitative Spore Count Direct Exam

1-Media Surface Fungi (Genus ID + Asp. spp.)

2-Media Surface Fungi (Genus ID + Asp. spp.)

3-Media Surface Fungi (Genus ID + Asp. spp.)

Culturable Air Fungi (Genus ID + Asp. spp.)

Gram Stain & Counts (Culturable Air & Surface Bacteria)

Legionella culture

Total Coliform, E. coli (Presence/Absence)

Membrane Filtration (specify organism):

MPN Bacteria (specify organism):

QuantTray - Sewage Screen

Asbestos Analysis - PCM Airborne Fiber Count (NIOSH 7400)

Asbestos Analysis - PLM (EPA method 600/R-93-116)

PCR (specify test):

Specify Service

SAMPLE TYPE CODES				RELINQUISHED BY		DATE & TIME		RECEIVED BY		DATE & TIME	
BC - BioCassette™	ST - Spore Trap, Zelon, Allergenco, Burkard ...	T - Tape	D - Dust			1-19-24/1215				1/22/24 8:47AM	
AIS - Anderson	P - Potable Water	B - Bulk	SO - Soil								
SAS - Surface Air Sampler	NP - Non-Potable Water	O - Other:									
CP - Contact Plate											

By submitting this Chain of Custody, you agree to be bound by the terms and conditions set forth at <http://www.emilab.com/main/service/terms.html>

Copyright © 2002-2012 EMLab P&K

Doc. 01192 Rev 27 Revised 4/13/2012 Page 1 of 1, 0A



1, Basement, Rowing Club Facility



2, Staining Indicative of Mold Colonization on Insulation



3, Evidence of Water Intrusion and Damage to Drywall



4, Staining Indicative of Mold Colonization Drywall Ceiling



5, Staining Indicative of Mold Colonization on Ceiling Beam



6, Staining Indicative of Mold Colonization Drywall Ceiling



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

STRUCTURAL EVALUATION REPORT

REPORT #: 001

DATE: January 22, 2024

PROJECT TITLE: Augusta Boathouse

JOB #: 3042.2401

OVERVIEW:

Maria Rivera-Rivera, Augusta Richmond County (ARC) Deputy Director of Facilities, Central Services Department, contacted Johnson Laschober & Associates, P.C. (JLA) regarding a potential structural issue at the Augusta Boathouse (101 Riverfront Dr, Augusta, GA 30901.) JLA structural engineering personnel met a Central Services representative at the facility on January 19, 2024 to perform an observation of the structure. The building had power but was not occupied or in use at the time of the observation. It was unclear whether the HVAC system was operating, but a technician (from another company) was present at the time to test the air quality.

JLA understands that this facility was originally built as a restaurant but was most recently being used as a community/event center for the city. The lower level was being used as the home of the Augusta Rowing Club as a workout, storage and training facility. According to the Central Services representative, this building had not been open or used for approximately 2 years, although it was not clear whether the club was using their portion of the facility at the time of the observation. The primary stated concern was the condition of the exterior decks surrounding the building and the potential for other water-related structural damage. ARC contracted with JLA to perform a structural evaluation of the building. Reference ARC Purchase Order P465281.

OBSERVATION:

The building was comprised of two perpendicular legs each approximately 60 feet wide by 140 feet long. One leg was parallel to the river and built at the top of the embankment. The other leg was perpendicular to the first and extended across the embankment and into the river on a sheet-pile-supported earth-filled platform. Each leg had intersecting hip roofs with a clerestory at the peak. There was an upper-level penthouse at the intersection of the building legs approximately 25 feet wide by 50 feet long. There were large 5 to 15 foot-wide wooden decks on all sides of this building with the street side deck containing a set of entry stairs and an ADA ramp.

This building was built around a series of approximately 12" diameter wooden poles (piles.) Most appeared to have been driven into the ground. Smaller, approximately 8" diameter piles, driven into the embankment and riverbed supported the riverside decks. There were some additional concrete pier-supported posts holding the deck at the embankment. Several of these piers were undermined due to erosion. The piles elevated the main level of the boathouse approximately 8-10 feet above the grade. This space below the main level including the filled sheet pile platform had a stepped concrete slab floor and was enclosed primarily with a series of garage-style doors along the exterior perimeter. It was unclear if this slab and enclosure was built when the building was constructed or added later. This space appeared to be used exclusively by the rowing team and contained locker rooms, a large workout room, and storage for their boats and other gear. This space did not appear to be conditioned except for the natural ventilation from opening the doors.

The main level contained a large "event-style" space in the river leg, and a "bar-reception" space in the embankment leg. Each of these spaces were built around the wooden poles and had ceilings open to the

clerestories at the peak. The intersection of the legs on the main level had a commercial style kitchen and other support spaces with a lower ceiling hung from the roof structure. The penthouse space appeared to be a smaller “breakout” event space with a private restroom and dedicated deck facing the river.

DISCUSSION:

The pole construction of this building was a typical type of construction for marine-type structures including piers, docks, and related pier-style buildings such as this. The poles driven into the embankment both above and below water allowed for a minimal disturbance of the environment and were relatively resistant to shifting embankments and riverbeds due to natural currents. There was no apparent structurally significant compromise to the larger building or smaller deck poles. This included the zone at the water level where deterioration would typically initiate.

The backfilled sheet pile platform appeared to be in acceptable structural condition. Although dented and scratched from use and exposure, the weathering steel (intentional rusting to provide a protective coating) is self-healing against ordinary wear. Note that JLA was not able to examine the condition of the sheet pile (or poles) below the water level. Like the poles, deterioration would more likely be at the water level than below it and marine construction sheet piling and pole piles are usually driven deeper than potential underwater riverbed scour.

The exposed wood framing on the main level, specifically at the roof level, appeared to be in good structural condition. This included the primary girders framed between and around the poles. The secondary wood roof rafters were above a wood plank ceiling and was not observable except in the kitchen area where there was a drop ceiling. This revealed multiple roof leaks and damage (as well as previous repair attempts) to the wood deck under the shingle roof. The wood rafters were water stained in places but were not significantly structurally compromised. It was not evident at the time of the observation if any leak was active.

The main level floor was similarly constructed with primary wood girders framing between and around the building poles and wood floor joists on top of the girders. This framing would have likely been intentionally exposed initially in the building crawl space, allowing it to breath and dry naturally. It was subsequently (partially) enclosed to add the lower-level Rowing Club buildout. This enclosed interior space would have to either be conditioned or naturally ventilated to allow this natural breathing process in a wet humid environment. This space did not appear to be conditioned or provided with ventilation except for natural ventilation from open garage doors and it was not clear if the doors had been opened on a regular basis since the building was closed several years ago. This issue was worsened by the addition of a drywall ceiling on the bottom of the framing and the wrapping of drywall around the primary girders. Like the kitchen roof deck, there was evidence of water leak staining on the drywall ceiling and localized holes in the drywall revealed some damage/rot on the framing. However, there was no apparent evidence of significant widespread deterioration of this floor system typified by soft spots, bounce or cracked floor tile.

The decks surrounding the building, however, had multiple areas of significant structural failure. This was most evident in the deck boards which were soft and could be broken through with the average pressure of a person’s foot. The exposed wood joists below the deck were significantly stained by water and there was widespread surface rot on the wood. While the rot did not yet appear to be significant enough to fail the floor joists, it will progress to failure if not addressed. The metal handrails around the deck perimeter were in adequate structural condition, but their attachment to the deck was compromised by the deck’s condition. As previously stated, the poles supporting the deck were in acceptable structural condition, as well as the associated cross bracing. However, there were several locations where the concrete piers supporting the supplemental deck support posts were displaced due to embankment erosion.

The metal deck support frame in the utility courtyard also appeared to be in acceptable condition but the wood deck on top of it had the same structural compromise as the rest of the decks.

CONCLUSIONS AND RECOMMENDATIONS:

In JLA's professional opinion, the BUILDING PORTION of this structure is currently structurally safe to occupy and use. There are structural items that need to be addressed, however, before they become a compromising issue, but they have not yet progressed to the point where they present a threat to the health and safety of the occupants or public at the time of this structural evaluation. JLA defers to others to determine if the indoor environment of the building is safe for occupation and use.

The exterior DECKS, however, are currently unsafe structurally and pose a significant threat to the health, safety and well-being of the public. This was more troubling since JLA found evidence that the current barricades are being bypassed and the decks are apparently being accessed and used for unauthorized purposes.

JLA recommends the following be implemented as soon as possible:

1. Physically block all access to the decks from the outside and post warning signs about the danger of the decks up to and including the possibility of collapse.
2. Run and maintain the HVAC system to minimize the humidity level on the main and penthouse levels. Monitor to keep relative humidity levels below 60 percent. Add supplemental dehumidification as required.
3. Periodically, open all the garage doors on the lower level to naturally ventilate the space as required to minimize relative humidity levels. Monitor this humidity to maintain it at or below the relative humidity of the exterior air. Supplement with fans as required.

JLA recommends the following be implemented as soon as practical:

1. Demolish and remove all deck handrails.
2. Demolish and remove all the deck floor boards and joists. Supporting poles and cross bracing may remain and potentially be re-used. JLA can provide specific direction as required.
3. Demolish and remove deck stair and ramp access. Lock and block doors leading to the decks from the inside.
4. Check the condition of the roof for leaks and repair/replace as required.
5. Demolish and remove the drywall ceiling and girder covers on the lower level to expose the wood and allow it to breathe and acclimate naturally. Repair any compromised structure, if any.
6. Removal of existing vegetation from deck substructures and sheet piling.

SUBMITTED BY: Mark W. Lorah, P.E., F. ASCE, Structural Engineer

cc: File



Boathouse Overhead View



Boathouse from the front.



Streetside entry and ADA ramps.



Home of the Augusta Rowing Club.



East deck. Note supporting poles and lower level garage doors.



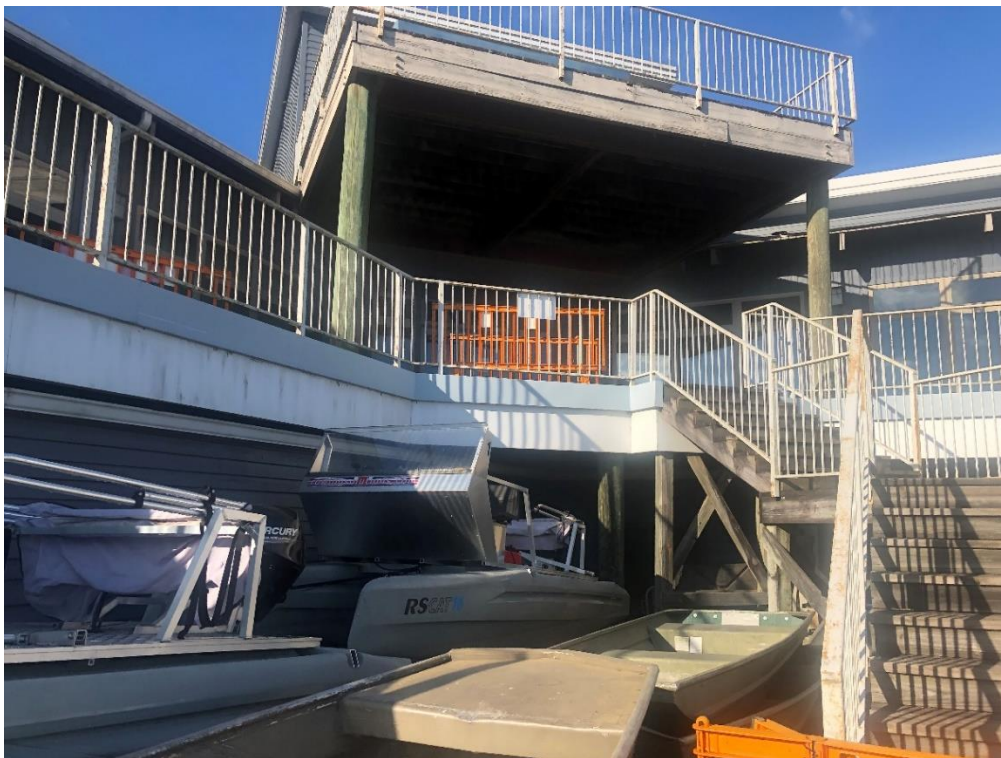
Underside of East deck showing typical poles supported construction



Steel reinforcement of deck girders. Note bad condition of framing beyond the protective building eaves of roof above deck.



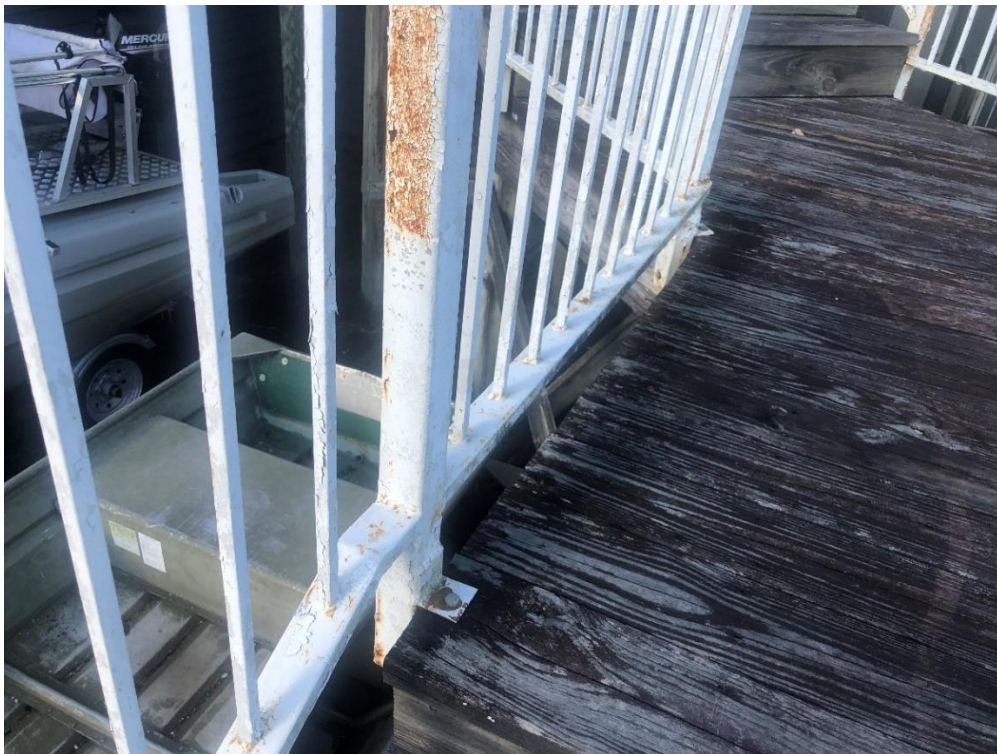
Enclosure under East Deck with independent roof/gutter.



Overview of building leg intersection showing main level and upper level decks.



River leg showing sheet pile platform at embankment. Note garage doors with railings around perimeter.



Loose railing due to rotted deck.



New hole in deck inadvertently created at time of observation.



River leg deck pole supports. Some supported on concrete piers others driven into the riverbed.



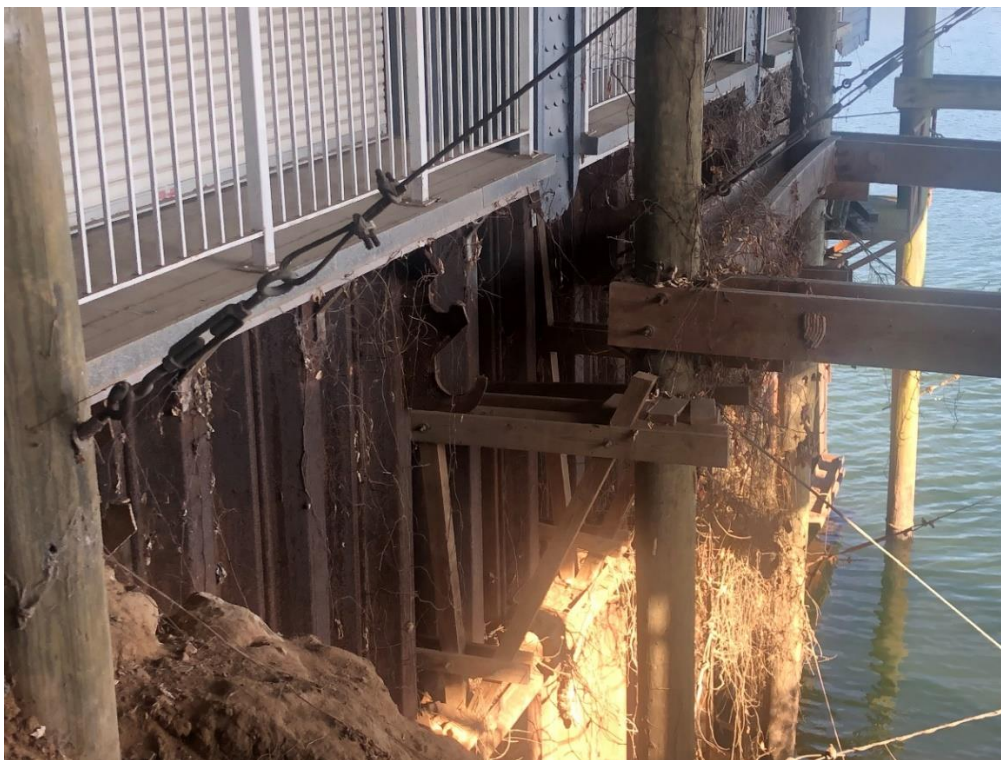
Erosion-compromised (non-pile) deck pier supports.



Cable cross bracing at deck support poles.



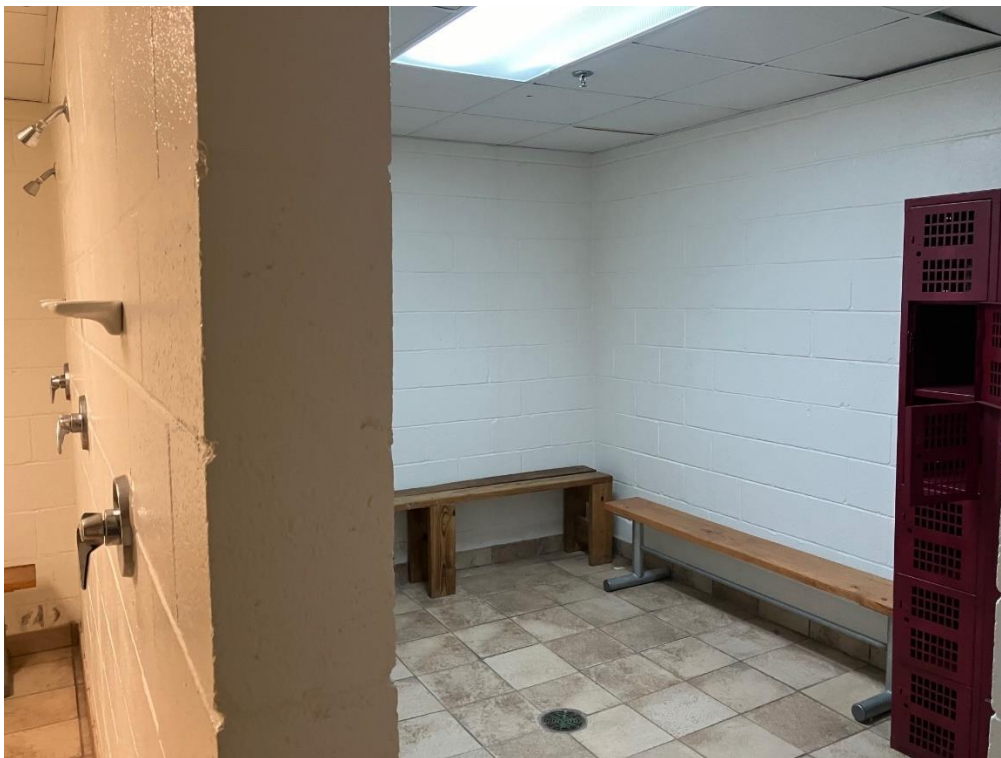
Deck framing above lower enclosure. Note pole support.



Condition of sheet pile platform and tie-back supports.



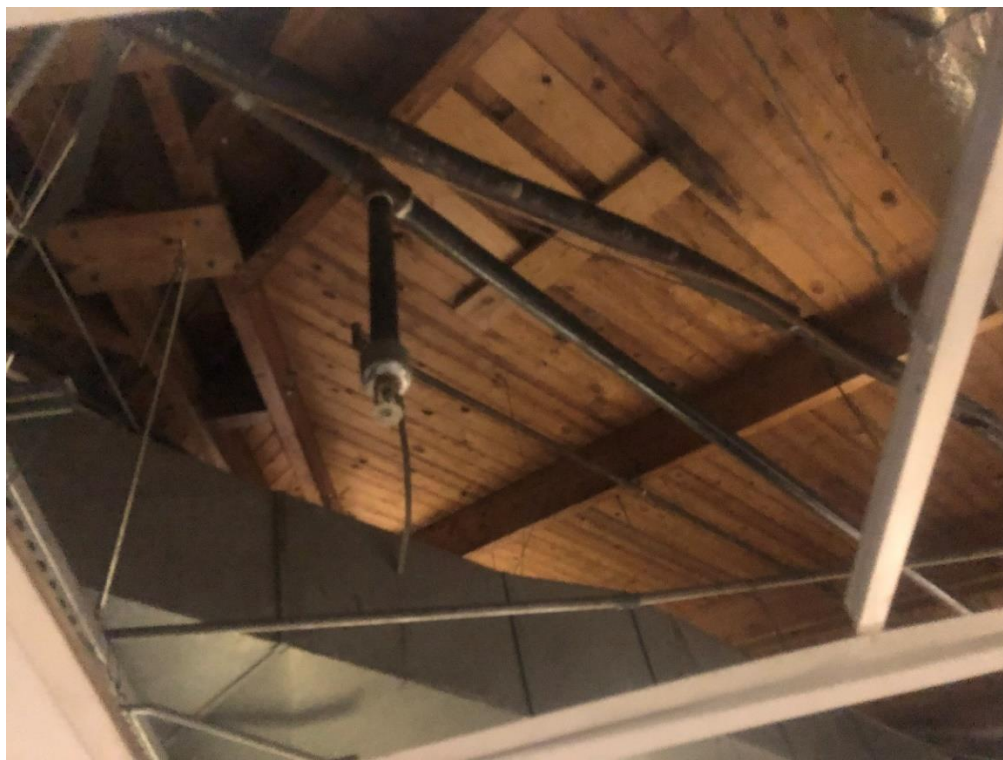
Rowing Club storage, lower level. Note pole construction and associated drywall-covered wood girder framing.



Presumably non-original concrete block locker room and shower, lower level.



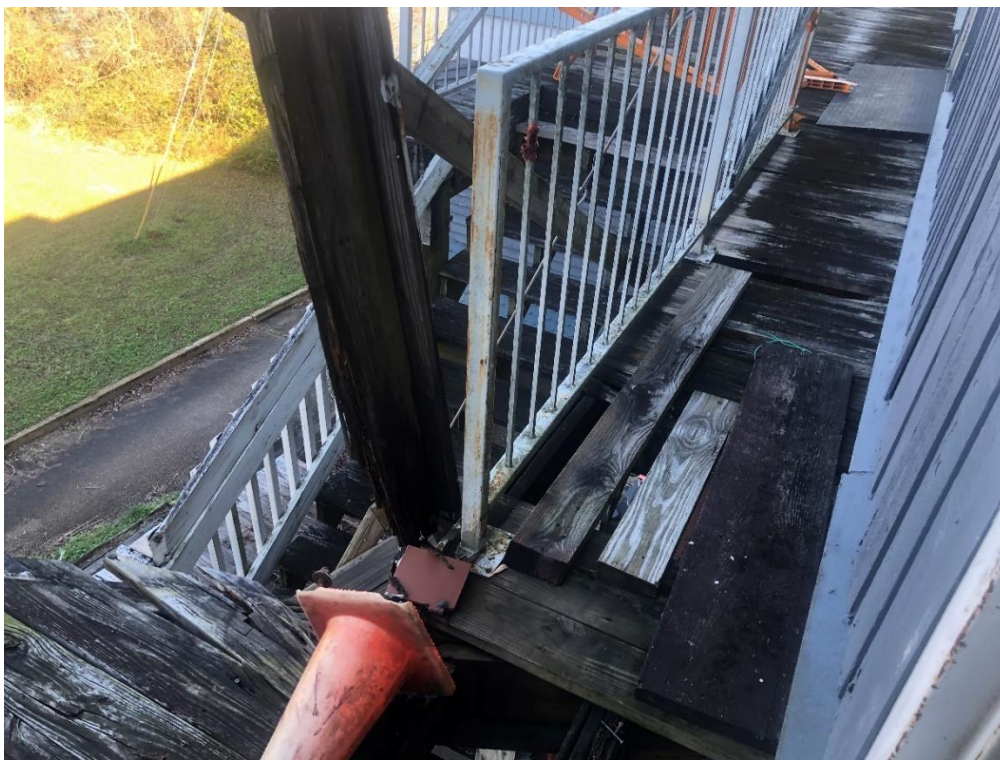
Kitchen at main level leg intersection.



Roof structure above drop ceiling in kitchen. Note previous leaks and repairs.



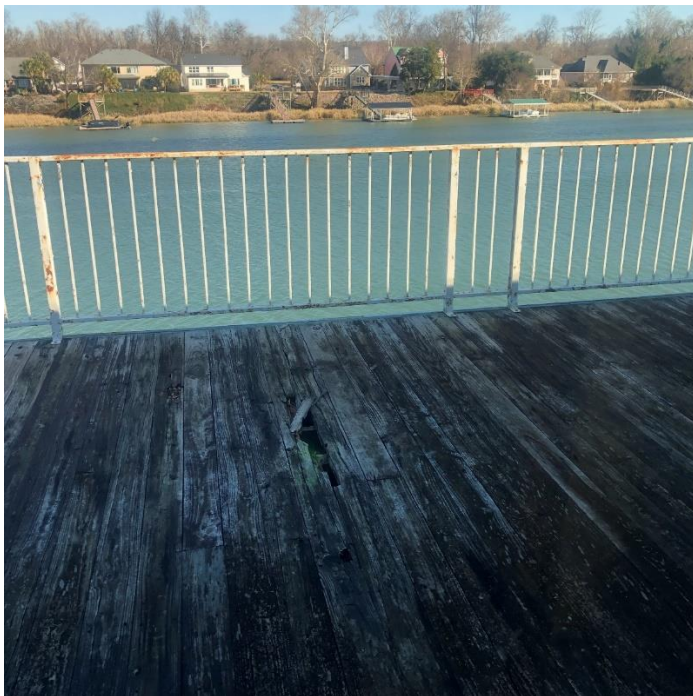
West side deck.



Unpassable condition of West side deck and stairs.



Utility courtyard with steel-supported platform/deck.



North deck (above water) showing one of many existing holes in decking.



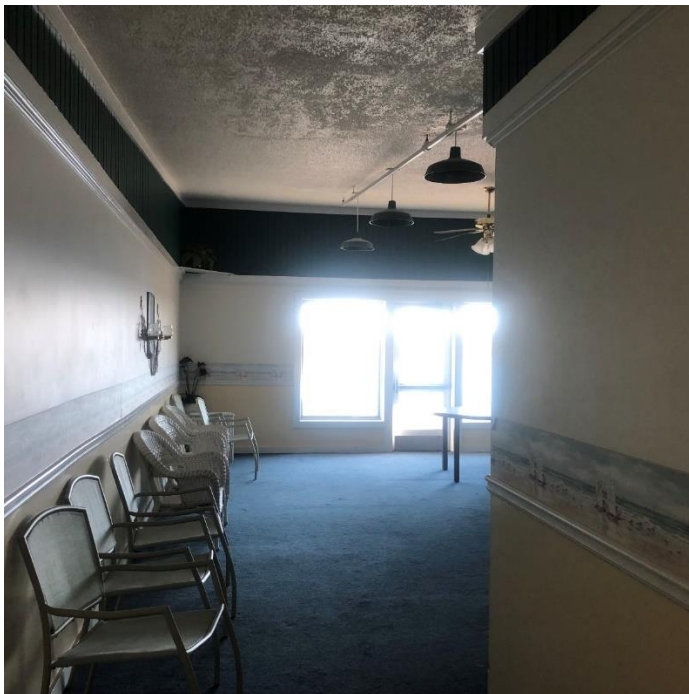
East deck of River leg. Note pole supporting deck and penthouse above.



North deck showing previous "repair" attempts.



Common existing foot-sized holes in deck.



Penthouse interior looking toward deck.



Condition of penthouse deck with roof of River leg to the left.



Embankment leg roof and clerestory to the right from penthouse deck.



Entry tile floor with minimal cracks.



Embankment leg bar area showing typical pole and framing construction.



Structural splice at corner pole.



Commission Meeting

February 20, 2024

Funds for Asphalt Patch Repair, Concrete Curb and Sidewalk Replacement Contract Extension

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Motion to approve funds for extending the contract with Blair Construction, Inc. to perform asphalt patch repair, concrete curb and sidewalk replacement for the Utilities Department. (Approved by Engineering Services Committee February 13, 2024)
Background:	These services were contracted through Bid 22-178 and awarded to Blair Construction, Inc. Augusta Utilities Department (AUD) uses these services when repair of underground assets requires removal of asphalt or concrete. By utilizing an on-call contractor, the time is reduced that a road cut or sidewalk cut remains unrestored. Expedient repairs to the roadway and sidewalk limits the potentially negative impact on our customers and community.
Analysis:	Blair Construction has performed well and it would be very beneficial to AUD's operations to exercise the option to extend this contract. AUD requests approval for \$383,000.00 to fund the contract extension in accordance with AUD's budget.
Financial Impact:	\$383,000.00
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of funding in the amount of \$383,000.00 for Utilities Department to extend these contracted services with Blair Construction, Inc.
Funds are available in the following accounts:	Funds are available in account: 506043410-5311920.

REVIEWED AND
APPROVED BY:



**Bid Opening Bid Item #22-178 Asphalt Patch Repair,
Concrete Curb, and Sidewalk Replacement
for Augusta, Georgia- Utilities Department
Bid Due: Thur April 14, 2022 @ 3:00 p.m.**

Total Number Specifications Mailed Out: 13
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 110
Total Georgia Procurement Registry: 859
Total packages submitted: 4
Total Non-Compliant: 2

VENDORS	J & B Construction and Services Inc 3550 Gordon Highway Grovetown, GA 30813	Blair Construction Inc 4308 Evans To Locks Rd. Evans, GA 30809	LEP Contracting LLC 2917 Foxhall Circle Augusta, GA 30907	Georgia-Carolina Paving Company 3020 Milledgeville Rd. Augusta, GA 30904
Attachment B	Yes	Yes	Yes	Yes
Addendum 1	Yes	Yes	Yes	Yes
E-Verify Number	229939	224004	1512510	100183
SAVE Form	Yes	Yes	Yes	Yes
6% Compliance Goal	Yes - Compliant	Yes - Compliant	No - Non Compliant	No - Non Compliant

Bid Form:

Asphalt 2" Thick	\$354,375.00	\$91,000.00	\$103,950.00	\$122,500.00
Curb & Gutter	\$12,150.00	\$10,000.00	\$4,840.00	\$7,000.00
Concrete Sidewalk, 4" Think	\$5,400.00	\$68,600.00	\$49,214.00	\$3,000.00
Graded Aggregate Base	\$27,000.00	\$45,000.00	\$15,400.00	\$200.00
Saw Cutting (when approved by AUG	\$340.00	\$300.00	\$275.00	\$25.00
Mobilization	\$6,480.00	\$12,000.00	\$12,000.00	\$2,000.00
Emergency Mobilization	\$2,700.00	\$5,000.00	\$3,000.00	\$1,300.00
Total	\$408,445.00	\$231,900.00	\$188,679.00	\$136,025.00

PURCHASE ORDER

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

Item 16.

PURCHASE ORDER NO.
22AUA122

DATE 01/31/23	DEPARTMENT 043410	VENDOR PHONE # 868-1950	REQUISITION/QUOTE NO. R365441
VENDOR # 2652	E-VERIFY # 224004	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR BLAIR CONSTRUCTION CO P O BOX 770 EVANS, GA 30809	ATTN: BID NUMBER: 22-178 CONTRACT #: 22AUA122 BUYER: NANCY
---	---

SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
--	---

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		ASPHALT PATCH REPAIR, CONCRETE CURB AND SIDEWALK REPLACEMENT APPROVED BY COMMISSION 7/19/22, ITEM #20 506-04-3410/53-11920	231,900.00	231,900.00
0002	1	EACH		CO1: ASPHALT PATCH REPAIR, CONCRETE CURB AND SIDEWALK REPLACEMENT - 1ST OF 3 ONE YEAR OPTIONS APPROVED BY COMMISSION 7/19/22, ITEM #21 506-04-3410/53-11920	231,900.00	231,900.00
0003	1	EACH		CO #2: ASPHALT PATCH REPAIR CONCRETE CURB AND SIDEWALK REPLACE 1ST OF 3 YEARS EXTENTION APPROVED BY COMMISSION 11/7/23, ITEM #25 506-04-3410/53-11920	135,000.00	135,000.00

CONDITIONS - READ CAREFULLY

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

Sent by Tess Thompson 11/28/2023

NET TOTAL..... 598,800.00

APPROVED FOR ISSUE

G.A. Smith

PROCUREMENT DIRECTOR

REQUISITIONER

190



Commission Meeting

February 20, 2024

ESG Agreement Amendment

Department:	Utilities
Presenter:	Wes Byne
Caption:	Motion to approve Amendment No. 11 to the Contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities. (Approved by Engineering Services Committee February 13, 2024)
Background:	<p>On December 16, 2009, Augusta and ESG Operations, Inc. (ESG) entered into an Agreement for Operations, Maintenance and Management Services. Attached is a proposed Amendment No. 11 from ESG, which sets forth a 2024 budget (Appendix F) of \$7,480,480.00. The estimated cost of wastewater treatment services for 2024 is \$7,267,680.00. We have also included an allowance of \$212,800.00 to provide for ESG assistance as may be needed at the water treatment facilities and other areas within our system.</p> <p>In addition, the following appendices are also included in this agreement:</p> <p><u>Appendix F-1</u> to this amendment is the reconciliation of forecasted 2023 year actual cost to the projected cost. This cost is estimated to be not more than \$650,000.00. This amount is due to significant increases in operating cost in general and specifically in chemical cost, biosolids processing cost, elevated process loading rates due to periodic events of high strength and high-volume flows resulting in higher than normal energy usage and biosolids production.</p> <p><u>Appendix I</u> \$375,200.00 To assist with inspection of the wastewater collection system including manhole inspections and condition assessment of piping using SL-RAT technology.</p> <p><u>Appendix N</u> \$89,000.00 is for continuation of routine water tank maintenance and inspections that began in 2018.</p>
Analysis:	<p>The proposed budget for the operation of our water pollution control facilities represents a 3.5% average annual rate of increase over the life of this agreement. The projected increases are attributed to increased volumes of flow and organic loading to the treatment process, anticipated chemical cost increases and an increase in solids handling requirements. The additional items included in the appendices provide needed services in our water storage and distribution system as well as our wastewater collection system.</p>
Financial Impact:	<p>\$7,480,480.00 for estimated annual Operation and Maintenance cost. \$1,114,200.00 for additional work as described in Appendixes F-1, I and N.</p>
Alternatives:	Pursue other delivery methods for the proposed additional work. (Not Recommended)

Recommendation: We recommend approval of Amendment No. 11 to the contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities and additional work as described.

Funds are available in the following accounts: 506043310-5211110
506043410-5211110
506043580-5223211

REVIEWED AND N/A
APPROVED BY:

AMENDMENT NO. 11
to the
AGREEMENT Between
ESG OPERATIONS, LLC
And
AUGUSTA, GEORGIA
For
Operations, Maintenance and Management Services

This Amendment is made and entered into this 1st day of January, 2024, between **AUGUSTA, GEORGIA, by and through the Augusta-Richmond County Commission**, a political subdivision of the State of Georgia (hereinafter "Augusta"), and **ESG OPERATIONS, LLC**, a Georgia corporation, (hereinafter "ESG"). This is Amendment No. 11 to the Agreement dated the 16th day of December 2009, between Augusta and ESG.

NOW THEREFORE, Augusta and ESG agree to amend the Agreement as follows:

REPLACE Article 4.1 with the following new Article:

- 4.1 Augusta shall pay to ESG a base fee equal to the Augusta budget shown in Appendix F. This includes the actual cost of the Scope of Services performed by ESG plus a Management and Administrative Fee. The base fee shall not include services which are not specifically defined by Section 2 of this Agreement. The base fee for this Amendment shall be Six Million Six Hundred Seventy-Nine Thousand Dollars (\$6,679,000.00) and the Management and Administrative Fee shall be Eight Hundred One Thousand Four Hundred and Eighty Dollars (\$801,480.00). The base fee and the Management and Administrative Fee shall be payable in advance in equal monthly installments which shall be Six Hundred Twenty-Three Thousand and Three Hundred Seventy-Three Dollars (\$623,373.00). Said base fee shall be for the period beginning on January 1st, 2024 and ending on December 31st, 2024. Thereafter, the base fee will be negotiated as described in Article 4.2. The Management and Administrative Fee shall increase proportionally with the base fee adjustments described in Articles 4.2 and 4.4.

REPLACE Appendix F with the following new Appendix F.

REPLACE Appendix F1 with the following new Appendix F1.

ADD Appendix I.

REPLACE Appendix N with the following new Appendix N.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment by signature below.

Authorized signatures:

INRARMARK, LLC
d/b/a ESG Operations

AUGUSTA, GEORGIA

By: _____
Daniel E. Groselle,
Chief Executive Officer

By: _____
Garnett L. Johnson,
Mayor
Date: _____

Date: _____

ATTEST: _____
Clerk of Commission
Date: _____

Appendix F

2024 Project Budget and Staffing Plan

Project Budget

PERSONNEL SERVICES	\$ 2,125,000.00	
ADMINISTRATIVE EXPENSES	\$ 109,000.00	
UTILITIES	\$ 190,000.00	
CHEMICALS	\$ 665,000.00	
MATERIALS & SUPPLIES	\$ 250,000.00	
VEHICLES & EQUIPMENT	\$ 90,000.00	
OUTSIDE SERVICES	\$ 600,000.00	
BIOSOLIDS MANAGEMENT	\$ 1,860,000.00	
MAINTENANCE & REPAIR	\$ 600,000.00	
TOTAL OPERATING BUDGET	\$6,489,000.00	
MANAGEMENT & ADMINISTRATIVE FEE (12%)	778,680.00	
CONTRACTOR'S SUBTOTAL		\$ 7,267,680.00
DIRECTOR'S ALLOWANCE	\$ 190,000.00	
MANAGEMENT & ADMINISTRATIVE FEE (12%)	22,800.00	
DIRECTOR'S ALLOWANCE SUBTOTAL		212,800.00
TOTAL 2024 BUDGET		\$ 7,480,480.00

Appendix F (Continued)
2024 Project Budget and Staffing Plan

Project Staffing Plan

<u>Budgeted Position</u>	<u>Budgeted Number</u>
Project Director	1
Lab/ IPP Manager	1
Operations Manager	1
Maintenance Manager	1
Land Application Manager	1
Operators	11
Lab Analysts	2
IPP Technicians	2
Mechanics	5
Maintenance Support	3
Administrative	2
Education Specialist	2

Appendix F-1

Budget Reconciliation

As provided by the terms of Article 4.2, following the year end reconciliation of the actual cost and the performance of the annual audit associated with the terms of this Agreement for the audited actual costs attributable to the performance of the Scope of Services for Contract Year 2023 including applicable management fees, additional expenditures up to \$650,000 shall be payable upon submission of an invoice.

Appendix I

2024 Sewer Assessment Project Budget

Project Budget	
SL-RAT Deployment	\$335,000.00
ADMINISTRATIVE FEE (12.0%)	\$ 40,200.00
TOTAL 2024 BUDGET	\$ 375,200.00

Subject to the terms here-in, ESG will facilitate the following activities. The collection system will be assessed with the SL-RAT to comply with EPD system assessment requirements. AUD Collections Department will select all locations and scope for deployment of SL-RAT operations. During SL-RAT operations, manholes will be inspected and asset data accuracy verified in GIS. Manhole data collected will be used to assist with the I&I program and infrastructure improvements. When segments consistently have low scores, mains will be cleaned and video recorded. Data will be entered into CityWorks, and repair work orders generated as needed.

Appendix N

2024 Water Tank Management Budget

Project Budget

WATER TANK ROUTINE MAINTENANCE	\$ 89,000.00
TOTAL 2024 BUDGET	<u>\$ 89,000.00</u>

Subject to the terms herein, ESG or its subcontractor shall provide the labor to perform the following tasks (collectively the “Inspection Services”): visual inspections (annual) and washout inspections (bi-annual) of the Tanks for the purpose of reviewing any paint and/or maintenance needs of the identified Tanks of the Owner.

The **Visual Inspection** is completed annually which includes climbing the tank to verify not only coating condition, but safety and sanitary conditions related to maintaining compliance with Georgia EPD regulations. All screens are inspected and replaced yearly as needed, and tank hatches secured to prevent any unauthorized entry. The tank’s legs, rods and connection points, ladders, safety equipment, roof and interior are visually inspected as part of each inspection. The condition is photographed and documented in our CMMS (Computerized Maintenance Management System) and a yearly Condition Assessment report is provided. These inspections are completed while the tank remains in service and they will not cause any interruptions in service.

In addition to the annual Visual Inspection, a bi-annual **Washout Inspection** is completed to perform a complete interior coating inspection. As part of the Washout Inspection, the tank will be drained and removed from service, by the Owner, so that any dirt, sediment, silt, or other foreign matter may be removed from the bowl area by pressure washing at 3500 psi. After cleaning, if any minor areas of corrosion are noted in the tank’s bowl area, they will be repaired at this time. After the inspection is completed, the tank will be disinfected per AWWA C652 and readied for return to service. The bi-annual inspections are documented in our CMMS system and on every other Contract Year will be provided with the Condition Assessment report for that same Contract Year. Typically, this work can be completed in one days’ time, based on the tank being drained and ready for service upon arrival of crew.

Each visual inspection and washout inspection of the Tanks will include a written recommendation of suggested corrective maintenance repairs related to exposed and assessable components such as steel replacement, steel parts, expansion joints, water level indicator, venting, safety climb systems, sway rod adjustments, manhole covers, gaskets and any other components of each tanks which are readily assessable to visual inspection. Inspection Services shall be limited to those tasks which are normally included in routine preventive maintenance inspection practices as provided by members of the storage tanks maintenance profession in the Southeastern United States.

Inspection Services shall not include or encompass the performance by ESG of any inspection related to any portion of the Tanks which is contained below ground, embedded in steel or part of any in-ground valves and piping. The City acknowledges that the Inspection Services to be performed by ESG do not include and are not related to Lead Abatement Procedures or disposal of any Hazardous Waste Materials, nor the detection or mitigation of deterioration of any embedded

structural or non-structural elements encased within any concrete structure which is a part of the Tanks.

Following each inspection the City will receive from ESG inspection reports and photographs describing the condition of any Tank(s). ESG acknowledges that the referenced inspections are not intended to determine the design integrity or structural integrity, inclusive of any latent design or construction defects of the Tanks. In each inspection report (visual or washout), ESG will identify necessary maintenance or repairs of the Tanks, if any, and may perform such maintenance and repairs subject to the terms and conditions of an addendum to this Agreement mutually agreed to and executed by the ESG and City.

The City shall, during the term of the Agreement, provide the following in order to facilitate the performance of the services described by this Exhibit H: a) provide electrical service (110 Volt) to the Tank(s) site; b) provide at a minimum a ¾" water service to any site of a Tank(s) site; and c) provide an access road to any Tank(s) site sufficient for the performance of the Inspection Services by ESG.

The Inspection Services provided by ESG under the terms of this Appendix N are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of the storage tanks maintenance profession in the Southeastern United States for similar and comparable water storage tanks.



Commission Meeting

February 20, 2024

Statewide Mutual Aid and Assistance Agreement

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve the Statewide Mutual Aid and Assistance Agreement between Augusta, GA, GEMA, and Homeland Security and to authorize the mayor to execute all appropriate documents. (Approved by Public Safety Committee February 13, 2024)
Background:	<p>Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and</p> <p>Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days</p>
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	None at this time
Recommendation:	To approve the motion to approve the Statewide Mutual Aid and Assistance Agreement between Augusta, GA, GEMA, and Homeland Security and to authorize the mayor to execute all appropriate documents
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

Item 18.

County/Municipality: RICHMOND COUNTY/AUGUSTA, GA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

<p>_____</p> <p>Chief Executive Officer - Signature</p>	<p>Garnett L. Johnson, Mayor</p> <p>_____</p> <p>Chief Executive Officer – Print Name</p>
---	--

County/Municipality: **Richmond County/Augusta, GA**

Date: _____/_____/_____

<p>_____</p> <p>GEMA/HS Deputy Director – Signature</p>	<p>Thomas R. Moore</p> <p>_____</p> <p>GEMA/HS Deputy Director – Print Name</p>
---	--

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for **Richmond County / Augusta, GA** (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

ANTONIO BURDEN

FIRE CHIEF / EMA DIRECTOR

Print Name

Job Title/Position

Signature of Above Individual

ANDREW JENSEN

DEPUTY DIRECTOR, EMA

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer (Signature)
Garnett L. Johnson, Mayor

Date: _____/_____/_____

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for **RICHMOND COUNTY /**
AUGUSTA, GA (county/municipality) for the purpose of reimbursement sought for mutual aid:

TAKIYAH DOUSE

Print Name

INTERIM ADMINISTRATOR

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer- Signature
Garnett L. Johnson, Mayor

Date: ____/____/____

Chief Executive Officer – Print Name



Commission Meeting

February 20, 2024

Motion to approve a GPS System for the Richmond County Sheriff's Office

Department:	Richmond County Sheriff's Office
Presenter:	N/A
Caption:	Motion to approve the purchase of a GPS system (vendor: UniteGPS) for the Richmond County Sheriff's Office vehicles. (RFP 21-121) (Approved by Public Safety Committee February 13, 2024)
Background:	The Richmond County Sheriff's Office and Risk Management would like to purchase a GPS system to mitigate risk with fleet concerns regarding the Richmond County Sheriff's Office.
Analysis:	UniteGPS has proposed the implementation of ATrack AK500 units to ensure continuous and accurate GPS tracking. UniteGPS is currently providing tracking systems for Augusta.
Financial Impact:	The initial cost of the project is \$49,978.00 and the recurring monthly cost is \$3,661.60. The Richmond County Sheriff's Office will cover the installation of the hardwired GPS devices and Risk Management will cover the monthly cost for the 202 vehicles.
Alternatives:	None
Recommendation:	The Richmond County Sheriff's Office recommends the purchase of the GPS Tracking Solution Enhancement.
Funds are available in the following accounts:	Richmond county state forfeiture: 212031310-53.16210
<u>REVIWED AND APPROVED BY:</u>	N/A

Proposal for Major Gerald Metzler, Richmond County Sheriff's Office

Subject: Proposal for GPS Tracking Solution Enhancement

Dear Major Metzler,

We appreciate the opportunity to address the challenges faced by the Richmond County Sheriff's Office regarding GPS reporting and device connectivity. UniteGPS proposes a comprehensive solution to ensure reliable and continuous tracking of your fleet vehicles.

Proposed Solution Overview:

1. **Hardwired ATrack AK500 Devices:** For 202 core vehicles, offering robust, tamper-resistant, and reliable tracking.
2. **Plug-and-Play AX11 OBD Devices:** For 28 occasionally used vehicles, offering a more cost-effective and flexible solution.

Pricing and Installation Summary:

Item	Description	Quantity	Unit Price	Total Price
AK500	Hardwired GPS Devices	202	\$158.30	\$31,976
AX11	OBD GPS Device	28	\$109.00	\$3,052
Installation	All Devices	230	\$65.00	\$14,950
Monthly Service	Per Device	230	\$15.92	\$3,661.60

Total Initial Cost: \$49,978

Monthly Recurring Cost: \$3,661.60

Benefits:

- Enhanced reliability with hardwired, tamper-resistant AK500 devices.
- Real-time alerts and comprehensive data collection for operational efficiency.

- Cost-effective tracking for less frequently used vehicles with AX11 devices.
- Continuous customer support with a local presence for quick resolutions.

Commitment to Service:

Our commitment extends to providing real-time assistance through our live chat feature and the local support of Gerald Lee for on-site service requirements.

We are confident that our proposed solution will significantly enhance the fleet management capabilities of the Richmond County Sheriff's Office.

Looking forward to your favorable consideration.

Best Regards,

Christopher Bunnell

Christopher Bunnell
Chief Executive Officer
UniteGPS

Office of the Administrator



Odie Donald, II
Administrator

May 4, 2021

Ms. Donna Williams
Finance Director
535 Telfair Street
Augusta, GA 30901

Dear Director Williams:

At the regular meeting held Tuesday, May 4, 2021, the Augusta, Georgia Commission took action on the following:

- 12. Approved to continue GPS tracking of city fleet vehicles with UniteGPS (RFP 21-121). (Approved by Finance Committee April 27, 2021)**

If you have any questions, please contact me.

In Service,

A blue ink signature of Odie Donald, II, written over a circular stamp.

Odie Donald, II
Administrator

cc: Risk Management

SOFTWARE AS A SERVICE AGREEMENT BETWEEN AUGUSTA, GEORGIA and UNITEGPS

This Contractual Services Agreement (the "Agreement") made and entered into this 4th day of May, 2021 between UniteGPS, LLC, a Maine limited liability company, having its principal place of business at 223 Western Promenade, Unit 1, Portland Maine 04102 ("UniteGPS" and "Vendor"), and Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta" and "Customer").

WHEREAS, Augusta, Georgia seeks a qualified vendor to provide global positioning system services for Augusta's Fleet and Risk Management; and

WHEREAS, UniteGPS has submitted its proposal for RFP #21-121 to provide such services to Augusta; and

WHEREAS, Augusta selected UniteGPS to license the software products and perform the services set forth in UniteGPS' proposal and UniteGPS desires to perform such actions under the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Parties agree as follows:

1. Definitions

(a) Components. "Components" means the individual modules or products that make up the System. From time to time, new Components or features will be introduced to the System, and those Components or features may be restricted to specific Editions.

(b) Customer Data. "Customer Data" means any of Customer's information, documents, or electronic files that are provided to UniteGPS hereunder.

(c) Documentation. "Documentation" means the online documentation provided at www.UniteGPS.com.

(d) Error. "Error" means any reproducible material failure of the System to function in accordance with its Documentation.

(e) Maintenance Windows. "Maintenance Windows" means collectively, standard maintenance and emergency maintenance. Emergency maintenance will occur as needed. UniteGPS will make reasonable efforts to publish emergency maintenance windows on UniteGPS's website in advance of the emergency maintenance window, but it is possible that advanced notification of an emergency window may not occur.

(f) System. "System" means the software service for which Customer has paid, including any Updates relating thereto that may be provided hereunder or thereunder,



and any derivative works of the foregoing. A System is made up of individual Components.

(g) Service Administrator. "Service Administrator" means the person(s) that Customer designate(s) to purchase on behalf of Customer usage of the Service, authorize Users under the Agreement, create accounts for additional Users and otherwise administer Customer's use of System.

(h) Support. "Support" means the ongoing services by UniteGPS to support the System as defined in Section 3 below.

(i) Update. "Update" means any patch, bug fix, release, version, modification or successor to the System.

(j) User. "User" means a named individual to whom Customer has granted access to use the System on Customer's behalf, regardless of whether or not the User actually accesses the Software. Users may be Customer's employees, consultants, contractors or agents.

(k) Edition. "Edition" means the named configuration of the System that has been licensed to the Customer. An Edition defines what Components, features, limits, and/or usage restrictions are placed on the System licensed to the Customer. From time to time, new Components or features will be introduced to the System, and those Components or features may be restricted to specific Editions. New named Editions may also be introduced from time to time.

(l) Effective Date. "Effective Date" is the date on which the Customer's subscription to the licensed Edition of the System starts. The beginning of the contract term.

2. Use Rights

(a) Use Rights. During the term and subject to the terms of this Agreement, UniteGPS hereby grants to Customer a nonexclusive, nontransferable, non-sub-licensable right to permit Customer's Users to use the licensed Edition of the System for Customer's business purposes. The use right in the preceding sentence is limited to use by the number of Users for which Customer has paid. Said use rights are nontransferable, except in the event of a voluntary transfer of substantially all assets by Customer to a transferee which executes UniteGPS's form of agreement agreeing to be bound by all of the terms and conditions of this Agreement. All rights in and to the System not expressly granted herein are reserved to UniteGPS.

(b) License and Use Restrictions. Customer shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the System; (ii) modify, create derivative works based upon, or translate the System; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System in any form to any other party, nor shall Customer attempt to do any of the foregoing or

cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. You acknowledge and agree that UniteGPS shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any of Customer's Users relating to the System.

(c) System Administrator: User Access. Customer shall designate one or more System Administrators. System Administrators shall be responsible for managing User access, including adding and subtracting Users. The System Administrator shall ensure that multiple Users do not share a password or user name. Customer acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users.

(d) Customer Data. Customer owns all right, title and interest in the Customer Data. Customer hereby grants to UniteGPS, a nonexclusive, nontransferable (except as set forth in Section 9(d) below), non sub-licensable right and license to use, copy, transmit, modify and display the Customer Data solely for purposes of Customer's use of the System. UniteGPS shall not use the Customer Data except to improve the System and as necessary to perform its obligations hereunder.

(e) No Sensitive Data; Customer Responsibilities. Customer acknowledges that the System is not intended for use with protected health information under HIPAA, credit card numbers, financial account numbers, or other similarly sensitive personal information, and that Customer assumes all risk arising from use of any such sensitive information with the System, including the risk of any inadvertent disclosure or unauthorized access thereto. Customer is responsible for ensuring that Customer and Customer's Users' use of the System is in compliance with all applicable laws and governmental regulations and Customer acknowledges that Customer assumes all risk arising from any such use that is not compliant with applicable laws and regulations.

(f) Security. Customer is solely responsible for maintaining the security of all user names and passwords granted to it, for the security of its information systems used to access the System, and for its Users' compliance with the terms of this Agreement. UniteGPS will act as though any electronic communications it receives under Customer's user names have been sent by Customer. Customer will immediately notify UniteGPS if it becomes aware of any loss or theft or unauthorized use of any of Customer's passwords or user names. UniteGPS has the right at any time to terminate or suspend access to any User or to Customer if UniteGPS believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or UniteGPS's network.

3. Support

(a) Services Generally. Subject to the terms of this agreement, UniteGPS shall use commercially reasonable efforts to make the System available to Customer.

(b) Updates. UniteGPS shall deliver Updates to the System that apply to the Customer's currently licensed Edition at no additional charge. From time to time, new Components or features may be released that are applied selectively to different Editions of the System. Only those Updates that apply to the Customer's currently licensed Edition will be delivered automatically to the Customer at no additional charge.

(c) Support Options and Procedures. UniteGPS shall provide general support to the Customer as set forth on the Support Section of the UniteGPS website for the Customer's currently licensed Edition. Different Editions of the System will be entitled to different levels of support. In addition, UniteGPS may offer premium support options to Customer at an additional charge.

(d) Error Correction. UniteGPS shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during UniteGPS's normal business hours. Customer shall provide such access, information, and support as UniteGPS may reasonably require in the process of resolving any Error. This paragraph is Customer's sole and exclusive remedy for Errors.

(e) Support Exclusions. UniteGPS is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support was created in whole or in part by: (i) the acts, omissions, negligence or willful misconduct of Customer, including any unauthorized modifications of the System or its operating environment; (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of UniteGPS's firewall); (iii) Customer's use of the System other than in accordance with the System's documentation; or (iv) a Force Majeure Event.

(f) Support Fees. UniteGPS has the right to bill Customer at its standard services rates for any support issues excluded by Section 3(e) above that have been preapproved in writing (including in an email) by Customer.

(g) Limitation of Remedies. Correction of Errors as defined in this Agreement are Customer's sole remedies for any Errors in the System.

(h) Obsolescence. If the software or licenses required to run the System become obsolete, no longer in use, or can no longer be accessed, UniteGPS is responsible, at its own expense, for finding a compatible substitute that will allow this Agreement to be carried out.

(i) Specified excuses for delay or non-performance. UniteGPS is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted. However, for any such delay that causes UniteGPS to be unable to supply the required number of units by the required delivery time for such units, UniteGPS shall compensate Augusta at a rate of \$1.09 per unit for each day beyond

the required delivery time. This compensation is not a penalty, rather it is to compensate Customer for the effects caused by the deprivation of the use of the units.

4. Financial Terms

(a) Fees. In return for the products, services and use rights provided by UniteGPS to Customer hereunder, Customer shall pay to UniteGPS the fees in the amount set forth. All dollar amounts refer to U.S. dollars.

(b) Payment Terms. UniteGPS shall invoice Customer monthly or yearly in advance for all recurring charges, which invoices will also include all nonrecurring charges and expenses incurred since the previous invoice. Customer shall pay all UniteGPS invoices within thirty (30) days of receipt of the invoice.

(c) Invoice Disputes. If Augusta believes any delivered software or service does not conform to the warranties in this Agreement, Augusta will provide UniteGPS with written notice within thirty (30) days of its receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Augusta contends are in dispute so that UniteGPS can confirm the issue and respond to the notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. Augusta may withhold payment of the amount(s) actually in dispute, and only those amounts, until the dispute is resolved. If the parties cannot resolve the dispute, then the parties may avail themselves of bringing an action or proceeding before a court of competent jurisdiction as described below in Section 9 (i).

(d) Taxes. Customer shall pay or shall reimburse UniteGPS for all sales taxes and other taxes, however characterized by the taxing authority, based upon the license fees or other charges under this Agreement or otherwise incurred on account of Customer's use of the System, except for any taxes based upon UniteGPS's net income or gross receipts or for any franchise or excise taxes owed by UniteGPS. If Customer is a tax exempt organization, then, upon UniteGPS's receipt of proof of such status, then UniteGPS shall not charge Customer for any taxes from which Customer is exempt.

(e) Pricing Changes. Customers selecting annual pricing will receive notice of changes in pricing at least 45 days before each anniversary of the Effective Date. Customers selecting monthly pricing will receive notice of changes in pricing at least 45 days before the month in which the change in pricing will take effect.

(f) Defective pricing. To the extent that the pricing provided by United GPS is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

(g) Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

(h) **Lack of Appropriations.** If Augusta should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, Augusta may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. Augusta shall make every effort to give UniteGPS at least thirty (30) days' written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, Augusta shall pay us for all undisputed fees and expenses related to the software and/or services Augusta has received, or UniteGPS has incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth above in Section 4(c) at the time of termination in order to be withheld at termination.

5. Term and Termination

(a) **Term.** The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. If Augusta, Georgia has elected an annual pricing plan, this Agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. If Augusta, Georgia has elected a monthly pricing plan, this Agreement terminates at the last day of each month and renews at the first day of the succeeding month unless terminated in accordance with the provisions of this contract. Augusta, Georgia may terminate this Agreement in part or in whole upon written notice to UniteGPS.

(b) **Termination for Cause.** Either party can terminate this Agreement for cause upon written notice to the other party: (i) if a party fails to pay the other party any delinquent amounts owed to the other party hereunder within 10 days of written notice by the other party specifying the amounts owed; in the case of UniteGPS, immediately upon any breach by Customer of Section 2(b) and/or Section 2(e) above; (ii) immediately upon any breach of any confidentiality obligations owed to such party by the other party; (iii) the failure of UniteGPS, which has not been remedied or waived, to perform to otherwise comply with a material condition of the Agreement (also known as default) (iv) upon the institution of bankruptcy or state law insolvency proceedings against the other party, if such proceedings are not dismissed within 30 days of commencement; or (v) a breach of Section 3(h) above. Notwithstanding the above, to the extent that it does not alter the scope of this Agreement, Augusta, Georgia may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by UniteGPS under this agreement.

(c) **Termination for Convenience.** Customer may terminate this Agreement at its convenience, in part or in whole, upon thirty (30) days' written notice UniteGPS. UniteGPS shall be paid for any validated services under this Agreement up to the time of termination.

(d) **Obligations Upon Termination.** Upon termination of this Agreement: (i) provided that Customer has paid all amounts owed to UniteGPS hereunder, UniteGPS shall, upon written request received within 30 days of termination, provide any Customer who purchased access rights to an Edition requiring payment of a fee with access to the System for a period of 24 hours for the limited purpose of exporting Customer Data; (ii) UniteGPS shall immediately terminate access to the System by Customer. For Termination for Cause pursuant to Section 5(b)(v), UniteGPS shall immediately pay Customer any payments that it has received related to the services that can no longer be performed.

CUSTOMER ACKNOWLEDGES THAT IF CUSTOMER IS USING AN EDITION OF THE SYSTEM THAT IS PROVIDED FREE OF CHARGE, UPON TERMINATION OF THIS AGREEMENT, UNITEGPS IS UNDER NO OBLIGATION TO EITHER MAINTAIN CUSTOMER DATA OR TO PROVIDE CUSTOMER WITH ACCESS TO OR A COPY OF THE CUSTOMER DATA.

6. Confidentiality

(a) **Confidential Information.** "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of a party that: (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (B) the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) nonpublic information relating to a party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third party information that Customer or UniteGPS is obligated to keep confidential; (iii) the material terms and conditions of this Agreement; and (iv) any nonpublic information relating to any activities conducted hereunder. Anything that would become "public record" as defined by O.C.G.A. §50-18-70(b)(1) that includes what would otherwise be Confidential Information obtained by Augusta, Georgia must be accompanied with an affidavit prepared by UniteGPS affirmatively declaring that specific information in the written or otherwise recorded item constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10 in the Official Code of Georgia. Any information that does not comply with O.C.G.A. § 50-18-72(a)(34) is not Confidential Information pursuant to this article.

(b) **Exclusions.** Notwithstanding the above, the term "Confidential Information" does not include any information that is either: readily discernible from publicly available products or literature; or approved for disclosure by prior written permission of an executive officer of the disclosing party.

(c) **Use of Confidential Information.** Each party shall only use Confidential Information furnished to it hereunder in furtherance of the activities contemplated by this

Agreement, and, except as authorized in this Agreement, it shall not disclose the Confidential Information to any other persons without the disclosing party's express written authorization. No prohibition for disclosure shall exist on any "public record" as defined by O.C.G.A. §50-18-70(b)(1) that is not accompanied with the affidavit as described in Section 6(a).

(d) Required Disclosures. A receiving party may disclose Confidential Information of the disclosing party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the receiving party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

(e) Return of Information. Except as set forth otherwise in the specific provisions concerning Customer Data set forth in Section 5(c) above, if a disclosing party so requests at any time, the receiving party shall return promptly all copies, extracts, or other reproductions in whole or in part of the Confidential Information in its possession.

(f) Survival. The parties hereto covenant and agree that this Section 6 will survive the expiration, termination, or cancellation of this Agreement for a period of 3 years, except for Confidential Information constituting a trade secret, with respect to which this Section will survive the expiration, termination, or cancellation of this Agreement for so long as such Confidential Information remains a trade secret.

(g) Georgia Open Records Act. UniteGPS warrants that it has reviewed O.C.G.A. § 50-18-71 et seq. and acknowledged that Augusta, Georgia is an "agency" pursuant to O.C.G.A. § 50-18-70(b)(1). UniteGPS acknowledges and understands that "Confidential Information" as defined in Section 6 may be contained in a "public record" as defined by O.C.G.A. § 50-18-70(b)(2). United GPS releases and holds harmless Augusta, Georgia and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the disclosure of Confidential Information in this article due to the failure of UniteGPS to provide an affidavit as described in O.C.G.A. § 50-18-72(a)(34).

7. Indemnification

(a) Indemnification by UniteGPS. Except as otherwise provided in this agreement, UniteGPS shall indemnify and hold harmless Augusta, Georgia and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of this Agreement (other than to the extent indemnified by UniteGPS under Section 7(a) or, in the case of a Customer using only a free Edition of the System, other than to the

extent the third party claim would have been subject to indemnification by UniteGPS under Section 7(a) if Section 7(a) applied to Customer).

(b) Indemnification Process. Augusta shall promptly notify the UniteGPS, in writing, of any third party claim, stating the nature and basis of the third party claim, to the extent known. UniteGPS shall have sole control over the defense and settlement of any third party claim, provided that, within fifteen (15) days after receipt of the above described notice, UniteGPS notifies Augusta of its election to so assume full control. The foregoing notwithstanding, Augusta shall be entitled to participate in the defense of such third party claim and to employ counsel at its own expense to assist in the handling of such claim, except that Augusta's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (x) UniteGPS fails or refuses to assume control over the defense of the third party claim within the time period set forth above; (y) Augusta deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (z) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. UniteGPS shall not settle any such third party claim without the written consent of Augusta, except for a complete settlement requiring only the payment of money damages to be paid by UniteGPS.

(c) Sole Remedy. Indemnification pursuant to this Section is the parties' sole remedy for any third party claim against the other party in the nature of intellectual property infringement or misappropriation.

(d) Insurance Requirements. UniteGPS shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the Augusta against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the UniteGPS in performance of the work during the term of this Agreement.

The UniteGPS shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The UniteGPS shall provide, at all times that this Agreement is in effect, insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – In an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – In an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.

- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.
- F. Technology E&O \$1,000,000.00

Augusta will be named as an additional insured with respect to UniteGPS liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by Augusta, and shall be noncancellable except on thirty-(30) days' written notice to Augusta. Such policies shall name Augusta as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

8. Service Level Commitments, Disclaimers and Limitations

(a) Service Level Commitments: Credits. UniteGPS guarantees that the System and all Services provided on the System will be accessible to Customer's authorized Users 97.5% of the time in any given calendar year, excluding Maintenance Windows. Notwithstanding the foregoing, UniteGPS does not guarantee network availability between Customer and the UniteGPS hosting servers, as such availability can involve numerous third parties and is beyond the control of UniteGPS. UniteGPS will not be liable for nor provide any service credits hereunder for any downtime caused in whole or part by a third party data center provider nor for any downtime that Customer experiences as a result of Customer or Customer's Users' own network connectivity issues. If Customer experiences a System or Service outage and is unable to access the System or any Service, Customer must immediately contact UniteGPS's help desk, providing any/all necessary information that may assist UniteGPS in determining the cause of the outage. UniteGPS will determine in good faith whether the outage was within UniteGPS's reasonable control. If UniteGPS determines that a timely reported outage was attributable to UniteGPS, then UniteGPS will credit Customer 1day of Service fees for every 2 hours of downtime Customer experienced, up to a maximum of half of that month's Service fees. This shall be Customer's sole remedy, and UniteGPS's sole liability, for UniteGPS's failure to provide the guaranteed availability set forth in this Section 8(a).

(b) Disclaimer of Warranties. EXCEPT FOR THE LIMITED SERVICE LEVEL COMMITMENTS SET FORTH IN SECTION 8(A), UNITEGPS MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR

RESULTS OF USE OF THE SYSTEM. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH IN THE LIMITED SERVICE LEVEL COMMITMENTS IN SECTION 8(A), UNITEGPS DISCLAIMS ANY WARRANTY THAT THE SYSTEM, THE SERVICES PROVIDED BY UNITEGPS, OR THE OPERATION OF THE SYSTEM ARE OR WILL BE ACCURATE, ERRORFREE OR UNINTERRUPTED. UNITEGPS MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(c) Disclaimer of Consequential Damages. UNITEGPS HAS NO LIABILITY WITH RESPECT TO THE SYSTEM, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF UNITEGPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) Limitations of Remedies and Liability. UNITEGPS'S TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO (1) IN THE CASE OF CUSTOMER ON A MONTHLY PAYMENT PLAN, ALL FEES PAID TO UNITEGPS BY THE CUSTOMER IN RESPECT OF USER LICENSES FOR THE SYSTEM DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY; (2) IN THE CASE OF CUSTOMER ON AN ANNUAL PAYMENT PLAN, ALL FEES PAID TO UNITEGPS BY THE CUSTOMER IN RESPECT OF USER LICENSES FOR THE SYSTEM DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY; OR (3) IN THE CASE OF CUSTOMER USING ONLY A FREE EDITION OF THE SYSTEM, ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

(e) Modification Requires Legislative Approval. UniteGPS acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, UniteGPS is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, UniteGPS agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or

services provided by UniteGPS. UniteGPS assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

9. General

(a) **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

(b) **Promotional Materials.** Either party may include statements, and may use the other party's name and logos, in its website, commercial advertisements and promotional materials for the sole purpose of indicating that Customer is a user of the System.

(c) **Force Majeure.** "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta, Georgia.


(d) **Assignment.** UniteGPS may assign any of its rights or obligations under this Agreement at any time, with the prior written approval of Customer, which shall not be unreasonably withheld; provided, however, that UniteGPS shall not assign the rights

granted to Customer Data in Section 2(d) except in connection with the sale (whether by merger, asset sale, equity sale or otherwise) of (i) UniteGPS, (ii) the System or (iii) a portion of UniteGPS or the System that would reasonably require the acquirer of said portion to be assigned such rights to the Customer Data. Customer shall not assign any of its rights under this Agreement, except with the prior written approval of UniteGPS, which shall not be unreasonably withheld. The preceding sentence applies to all assignments of rights, except in the event of a voluntary transfer of substantially all assets by Customer to a transferee which executes UniteGPS's form of agreement agreeing to be bound all of the terms and conditions of this Agreement. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

(e) Prohibition on Contingent Fees. UniteGPS warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by UniteGPS for the purpose of securing business and that UniteGPS has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

(f) Independent Contractor. Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. Nothing in this Agreement will be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

(g) E-Verify. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as



evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.


(h) Right to Inspect. Augusta, Georgia, may at reasonable times, inspect that part of the plant, place of business, or work site of UniteGPS or any subcontractor of UniteGPS or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

(i) Governing Law; Venue. The law of the State of Georgia shall govern this Agreement between Augusta and UniteGPS with regard to its interpretation and performance and any other claims related to this agreement. All claims, disputes and other matters in question between Augusta and UniteGPS arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. UniteGPS, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Courts of Richmond County Georgia.

(j) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each Party shall be responsible for its own attorneys' fees and costs associated with any action or proceeding that is brought in good faith. If the action or proceeding is found by a court of law to not be brought in good faith, the party initiating such action or proceeding shall pay the other party's reasonable attorneys' fees, other costs incurred in the action or proceeding, and any additional relief as determined by a court of law.

(k) Performance Bond. UniteGPS shall secure a performance bond ("Bond") agreeable to both parties within ten (10) Business Days after execution of this Agreement in the face amount of \$ NA---. The cost of the Bond, equal to \$ NA---, is based on the total contract dollar amount of this Agreement for an initial term and is payable in accordance with the terms set forth in the Bond. All bond renewals shall be subject to underwriting or surety approval.

(l) Contract Documents. This Agreement includes the following documents, which are hereby referenced and incorporated herein:

1. SAAS Agreement
 2. UniteGPS Proposal to RFP # 21-121
 3. Exhibits I, II
- 

In the event of a conflict between this Agreement and the above stated documents, the UnitesGPS Proposal to RFP #21-121 shall control.

(m) Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

(n) No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

(o) Entire Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

(p) Amendments. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. (i) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 1, 2(b), 5(c), 6, 7, 8, and 9 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.



[SIGNATURES ON THE FOLLOWING PAGE]

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

UniteGPS, LLC.

Augusta, Georgia

By: [Signature]

Name: Christopher Bunnell

Title: CEO

Date: 5/12/21

By: [Signature]

Name: Hardie Davis, Jr.

Title: Mayor

Date:

Attest: [Signature]

Lena J. Bonner, Clerk of Commission

Address for Notices:

UniteGPS, LLC

51 Cragmore Ave

South Portland ME 04106

Attention: Chris Bunnell

Address for Notices:

Augusta, Georgia

535 Telfair Street, Suite 200

Augusta, GA 30901

Attention: Mayor Hardie Davis, Jr.

With copies to:

Tameka Allen, IT Director



Commission Meeting

February 20, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Augusta Commission held January 16, 2024 and February 6, 2024 regular meetings and the Special Called Meetings held January 30, 2024 and the February 13, 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
<u>REVIEWED AND APPROVED BY:</u>	N/A



COMMISSION MEETING MINUTES

Commission Chamber
Tuesday, January 16, 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
Commissioner Wayne Guilfoyle

INVOCATION

Pastor Claude Harris, Sr., New Life Worship Center

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

RECOGNITION(S)

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

DELEGATION(S)

- B. Mr. Bob Young** to discuss the appearance of the city.
Presentation is made by Mr. Bob Young regarding the status of the Veterans Cemetery.
- C. Mr. Gregory R. St Ville** regarding Keep Augusta Moving 2024; transit and sidewalk.
Presentation is made by Mr. St. Ville.

CONSENT AGENDA

(Items 1-19)

PLANNING

- 1. Z-23-41** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by Johnathan Thomas on behalf of Demure Properties, LLC requesting a **rezoning from zone**

1B (One-family Residential) to zone R-2 (Two-family Residential) affecting property containing approximately 0.2 acres located at 2005 Grand Boulevard. Tax Map 072-2-037-00-0.

DISTRICT 2

Motion to approve concurring in the denial of the petition.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 2. Z-23-51** – A request for concurrence with the Augusta Planning Commission to **APPROVE** petition by Carmela Ann Thomas requesting a rezoning from zone R-1C (One-family Residential) and R-MH (**Manufactured Home Residential**) to zone R-MH (**Manufactured Home Residential**) affecting property containing approximately 0.33 acres located at **2802 April Drive**. Tax Map #094-0-367-00-0.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 3. Z-23-52** – A request for concurrence with the Augusta Planning Commission to **APPROVE** petition by Patrick Wells on behalf of PLM of Augusta Properties, LLC, requesting to remove condition number 7 of previously adopted zoning case **Z-21-18**, which limits the use of the property to a landscaping business only and restricts storage of landscaping-related materials, affecting property containing approximately 10.67 acres located at **2930 Milledgeville Road**. Tax Map 070-4-100-00-0.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 4. Z-23-53** – A request for concurrence with the Augusta Planning Commission to **APPROVE** petition by Tasha Madison on behalf of Standard Leverett requesting a rezoning from zone **R-1A (One-family Residential)** to zone **R-MH (Manufactured Home Residential)** affecting property containing approximately 0.4 acres located at **2016 Merritt Road**. Tax Map #055-4-053-01-0.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 5. SE-23-06** – A request for concurrence with the Augusta Planning Commission to **DENY** petition by Arvind Patel on behalf of Reray Properties, LLC requesting a **Special Exception** to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property

containing approximately 0.29 acres located at **3107 Deans Bridge Road. Zoned B-1 (Neighborhood Business)**. Tax Map #096-2-205-00-0.

Motion to approve the petition.

Motion made by Williams, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 6. SE-23-09** – A request for concurrence with the Augusta Planning Commission to **APPROVE** petition by Brian Byler on behalf of David A. Duffie requesting a **Special Exception** to construct a private recreational facility per Section 26-1(i) of the Comprehensive Zoning Ordinance affecting properties containing approximately 10.57 acres located at **3805, 3807, and 3819 Wrightsboro Road. Zoned R-3B (Multiple-family Residential)**. Tax Map #039-0-019-00-0, 040-0-109-00-0 and 040-0-110-00-0.

Motion to approve.

Motion made by Smith-McKnight, Seconded by Williams.

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

Motion carries 10-0.

- 7. SE-23-10** – A request for concurrence with the Augusta Planning Commission to **APPROVE** petition by Rimrock Development Holdings on behalf of Patricia M Reece requesting a **Special Exception** to construct an **extended stay hotel** per Section 22-2(d) of the Comprehensive Zoning Ordinance affecting property containing approximately 3.7 acres located at **3731-Wheeler Road. Zoned B-2 (General Business)**. Tax Map #030-0-230-06-0.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 8.** A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions a petition by Realty One Group Visionaries on behalf of Laney Walker Development Corporation requesting a rezoning from zone **R-1C (One-family Residential) and LI (Light Industrial) to PUD (Planned Unit Development)** affecting properties containing approximately 22.21 acres located at **1312, 1314, 1408 and 1409 Steiner Avenue and 1733 Mill Street**. Tax Map #059-3-001-00-0, 059-3-029-00-0, 059-3-028-00-0, 059-3-027-00-0 and 059-3-026-00-0

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 9.** A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Peter Tuchyna on behalf of Imani Willingham requesting a rezoning from zone **R-**

1 (One-family Residential) to zone R-1B (One-family Residential) affecting property containing approximately 1.41 acres located at **3957 and 3959 Carolyn Street**. Tax Map #051-0-251-00-0 and 051-0-252-00-0.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

10. A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Jonathan Thomas on behalf of Thoai Duy Tu requesting a rezoning from zone **R-1C (One-family Residential) to zone R-3C (Multiple-family Residential)** affecting property containing approximately 0.19 acres located at **1377 Wrightsboro Road**. Tax Map #059-1-087-00-0

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

11. A request for concurrence with the Augusta Planning Commission to **APPROVE** with conditions this petition by Chuck Warbington on behalf of Susan Hardwick requesting a rezoning from **zone R-1A (One-family Residential), B-2 (General Business), and LI (Light Industrial) to zone R-1E (One-family Residential)** affecting property containing approximately 35.57 acres located at **2014 and 2020 North Leg Road, 1904 and 1914 Wylds Road and 2041 Gordon Highway**. Tax Map #055-0-005-00-0, 055-0-005-04-0, 055-0-005-01-0, 055-0-005-02-0 and 069-0-004-00-0.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

PUBLIC SERVICES

12. **Motion to approve New Ownership (Existing Location): A.N. 24-2:** A request by **Jason K. Shepherd** for an on-premises consumption **Liquor, Beer & Wine** License to be used in connection with Fishbowl Lounge located at 2248 Lumpkin Rd. There will be **Dance**. District 5. Super District 9. **(Approved by Public Services Committee January 8, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

13. **Motion to approve New Ownership (Existing Location): A.N. 24-3:** A request by **Lanell Demmons** for an on-premises consumption **Beer & Wine** License to be used in connection with

Chuck E Cheese located at 3435 Wrightsboro Rd. There will be **Sunday Sales and Kids Arcade. District 5. Super District 9.(Approved by Public Services Committee January 8, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 14. Discussion:** A request by **Catrina E. Anderson** for a **Massage Operator's License** to be used in connection with Beyond Body Massage located at 1835 Central Ave. District 1. Super District 9. **(Approved by Public Services Committee January 8, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

- 15. Motion to approve** tasking the Administrator with organizing a tour in the next 60 days of various neighborhoods such as Harrisburg, Laney-Walker and other areas that commissioners may suggest and that commissioners, representatives from Code Enforcement and Engineering Department, the Fire Chief, officials in Magistrate Court and anyone else deemed necessary to be there to see the bad conditions of where people are living in the properties owned by slumlords and absentee property owners throughout the county. **(Approved by Public Services Committee January 8, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

ADMINISTRATIVE SERVICES

- 16. Approve setting the qualifying fees for the local elected offices for 2024 Elections (Approved by Administrative Services Committee January 8, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

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

Motion to approve.

Motion made by Guilfoyle, Seconded by Scott.

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

Motion carries 10-0.

FINANCE

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

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

PETITIONS AND COMMUNICATIONS

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

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 20-24)

PUBLIC SERVICES

20. Discuss security, licensing and even possible closing Smart Grocery on Wrightsboro Road after several shootings which a few have been fatal. **(Requested by Commissioner Catherine McKnight)**

Motion to refer this item to the next Public Safety Committee meeting and to ask the owner and a representative from the Sheriff's Office to be present at that time for the discussion and to also add to that a discussion of the convenience store at Glendale and Olive Roads along with the police reports for these two businesses.

Motion made by Smith-McKnight, Seconded by Williams.

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

Motion carries 10-0.

Item 20.

- 21. New Location: A.N. 24-1:** A request by **Jacqueline V. Stephenson** for a retail package **Beer & Wine** License to be used in connection with Family Dollar #21675 located at 2510 Tobacco Rd. District 4. Super District 9. **(Referred from Public Services on January 8, 2024 with no recommendation)**

It was the consensus of the Commission that this item be placed back on the next Public Services Committee agenda without objection due to the absence of the applicant.

PUBLIC SAFETY

- 22.** Motion to approve acceptance of \$387,569.00 in new funding and carry over approximately \$471,710.00 from ARPA2023.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 10-0.

- 23.** Motion to approve the BISDigital sole source bid in the amount of \$41,269.76 for the Augusta Judicial Circuit's Jury Assembly room AV system.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 10-0.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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



COMMISSION MEETING MINUTES

Commission Chamber

Tuesday, February 06, 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 Tony Lewis
Commissioner Wayne Guilfoyle

ABSENT

Commissioner Stacy Pulliam

INVOCATION

Pastor J. Michael Sherman, Covenant Family Church

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

CONSENT AGENDA

(Items 1-17)

PUBLIC SERVICES

1. Motion to **approve** Change Order #2 to Contract with ER Snell Inc. for Standard Aero Ramp Rehabilitation for a total deduct of **(\$363,250.22)**. Approved by the Augusta Aviation Commission on December 19, 2023. (22ARA159) (**Approved by Public Service Committee January 30, 2024**)

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

2. Motion to **approve** Trinity Electrical Services to install new Precision Approach Path Indicator (PAPI) Lights on Runway 17/35 in the amount of **\$42,980.00**. Approved by the Augusta Aviation Commission on December 19, 2023. **(Approved by Public Service Committee January 30, 2024)**

Item 20.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

3. Motion to **approve** a five (5) year MOU between AGS and Battelle Savannah River Alliance, LLC as managing and operating contractor for Savannah River National Laboratory (SRNL). Approved by the Augusta Aviation Commission on December 19, 2023. **(Approved by Public Service Committee January 30, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

4. Motion to **approve** selection of Republic Parking System, LLC to manage the public parking lots at AGS and approval of the public parking management services agreement between the company and the Airport. Three (3) year contract with option to extend for two (2) additional years. Approved by the Augusta Aviation Commission on December 19, 2023. (RFP 24-175)**(Approved by Public Service Committee January 30, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

5. Motion to **approve** design for pavement renovation, design for long term parking paving and project formulation for property exchange due diligence. **(Approved by Public Service Committee January 30, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

6. Motion to **accept** a grant from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program.**(Approved by Public Service Committee January 30, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

7. Motion to **accept** two grants of \$5,000 each from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program. **(Approved by Public Service Committee January 30, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

8. Approve directing the Planning Commission to create an ordinance to allow for special exceptions to the Augusta zoning ordinance related to annotated code of GA O.C.G.A. 16-12-215(a) concerning the licensing of a pharmacy for low THC oil dispensing within 1,000 feet of a covered entity. Covered entity includes schools, day cares, or churches. **(Requested by Mayor Pro Tem Brandon Garrett)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

ADMINISTRATIVE SERVICES

9. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide additional funding to Laney Walker Development Corporation (LWDC) to support soft cost related to the construction of three (3) affordable single family units to be sold to low income homebuyer. **(Approved by Administrative Service Committee January 30, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

10. Approve proposed Service Request and Work Order Policy.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

11. Motion to **approve** the concept for the renaming of the Utilities building after Thomas D. Wiedmeier. Also, to include the approval of \$6,200.00 to Moog Signs for the installation. **Approved by Administrative Service Committee January 30, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

12. Motion to **approve** of the following annual bid items, as the estimated annual purchases for these items are expected to exceed **\$25,000.00**. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. Annual Bid items- Phase II for: 24-008 Ground Support Equipment, 24-010 Gasoline and Diesel. **(Approved by Public Service Committee January 30, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

FINANCE

13. Motion to **approve** the amended terms of service in the Richmond County Board of Assessors agreement with South Data, Inc. (mailing service vendor). **(Approved by Finance Committee January 30, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

14. Motion to **approve** moving the amount of **\$25,000** from the remaining surplus money in the Mayor's Office 2023 budget to a capital account line in their 2024 budget. **(Approved by Finance Committee January 30, 2024)**

Motion to approve.

Motion made by Smith-McKnight, Seconded by Guilfoyle.

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

Voting Nay: Mason, Lewis

Motion carries 7-2.

15. Motion to **approve** transferring **\$350,000** from ARP funding to the Engineering Department for the program to streamline right of way maintenance. **(Approved by Finance Committee January 30, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

16. Motion to **approve** a SPLOST 9 planning work session on Wednesday, February 21, 2024, at 2pm. **(Approved by Finance Committee January 30, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

APPOINTMENT(S)

17. Motion to approve the appointing of Mr. Donald Dorr to the Augusta Canal Authority representing District 6.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 18-52)

ENGINEERING SERVICES

18. Approve and accept the dedication of Water and Sanitary Sewer for Wedgewood.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

19. Approve and accept the dedication of Water and Sanitary Sewer for The Cottages at Ansley.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

20. Approve and accept the Drayton-Parker Facility Construction and Permanent Maintenance Agreement.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

21. Approve and accept the Drayton-Parker Easement Deed.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

22. Motion to approve a Drinking Water State Revolving Fund (DWSRF) loan award between the Georgia Environmental Finance Authority (GEFA) and Augusta, Georgia for conducting a inventory of water service lines throughout the drinking water system and the Resolution of the Governing Body.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

23. Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 030-0-008-03-0) 3750 Wheeler Road.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

24. Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 030-0-230-01-0) 3745 Wheeler Road.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

25. Motion to **approve** award of Augusta's Zone 1 Residential Waste & Recyclable Collection Service "Option Three Services" Contact to Georgia Waste System LLC (Waste Management)

subject to receipt of signed contract, required bonds, insurance, and other relevant documents. The Contract is effective July 1, 2024 ending December 31, 2035 with an option to renew for two additional two-year terms. Also, approve service new rate at \$440 per account as warranted by “Option Three Services” contracted fee. Requested by Engineering. RFP 23-112

Motion to approve tasking the Administrator and the staff to look at all options available regarding this item and come back in three weeks on February 27 at the next committee meeting with a recommendation on what action should be taken concerning the award of the contract and any actions that could be taken within the government to reduce the charges and fees to the Landfill.

Motion made by Williams, Seconded by Lewis.

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

Motion carries 8-0.

26. Motion to **approve** award of Construction Contract to Blue Flame Crew, LLC (Blue Flame) in the amount of **\$2,744,549.10** for Deans Bridge Road Solid Waste Facility Phase 3 Landfill Gas Collection & Control System Expansion Projects, subject to receipt of signed contracts, proper bonds and other contract relevant documentation. Requested by Engineering. Bid 23-237

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

27. Approve supplemental funding for Design Consultant Services to Alfred Benesch & Company (formally WR Toole Engineers) in the amount of \$148,205 for the East Augusta Roadway and Drainage Project. Requested by Engineering. RFQ 06-202.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

28. Approve the sole source payment of \$27,245.75 to the Georgia 811 Utilities Protection Center.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

29. Approve the installation of twelve (12) speed humps along Fairington Drive between Tobacco Road and Teakwood Drive per adopted Augusta speed hump policy. Approve construction funds in the amount of \$54,000. Requested by Augusta Engineering & Environmental Services Department.

Motion to approve.

Motion made by Williams, Seconded by Scott.

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

Voting Nay: Smith-McKnight

Motion carries 8-1.

30. Approve entering into an agreement with CSX Transportation, Inc. stating that Augusta, GA will pay for the Preliminary Engineering and Review for the National Hills Drainage Basin Drainage Conveyance Improvements Project in accordance with the estimate \$15,000.00. Also, approve the Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Voting Nay: Mason

Motion carries 8-1.

31. Approve supplemental funding (SA1) for Preliminary Engineering Design Phase (PE-phase1) of the Design Consultant Services Agreement to Infrastructure Systems Management, LLC in the amount of \$590,262.75 for the Skinner Mill Road Improvements Project. Requested by Engineering. RFQ 19-239

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

32. Approve Supplement funding to Civil Services, Inc. (CSI) in the amount of \$39,759.06 for Highland Ave. Bridge Repair and Restoration over CSX Railroad Construction Phase Services (CEI). Requested by Engineering / RFQ 19-242/ requested by Engineering (20ENG839)

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

33. Approve Supplemental Construction Funding to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$794,842.00 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, Part2 Improvements Construction. RFP 22-281A / requested by Engineering (23ENG124)

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

34. Approve the adoption of GDOT “Procurement Policy for the Procurement, Management and Administration of Engineering and Design Related Consultant Services” for Procuring Infrastructure Projects Professional Services funded fully or partially by Federal Funds. Also authorize Augusta Engineering Director and Procurement Director to sign documents relevant to the Procurement Policy (current version attached as EXHIBIT A) at the Augusta Engineering Local Administered Project (LAP) Re-Certification present & future Renewal Three Year Cycle. Requested by Engineering

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

35. Approve 2024 yearly approval of 2022 adopted Augusta, GA Title VI Plan: FHWA Compliance and Implementation for the Federal Assistance Transportation Programs and Activities. Also approve continuous yearly approval contingent upon no changes in the Adopted Title VI Plan. Requested by Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

36. Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Robert C Daniel Pkwy @ Wheeler Road (CR601) Intersection Improvements Project (PI #0012866). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

37. Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI #0013707). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

38. Approve award of Construction Contract to E.R. Snell Contractor, Inc. subject to Value Engineering and in the amount of \$2,673,822.32 for CR601/Wheeler Rd @ CR124/CR2157 Robert C. Daniel Parkway Improvements Project (PI# 0012866), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0012866 Construction Contract. Requested by Engineering. Bid #23-184

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

39. Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$4,306,964.25 for CR1502/Barton Chapel Road @ SR10/US&78 (Gordon Hwy) Improvements Project (PI# 0012868), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0012868 Construction Contract. Requested by Engineering. Bid #23-183

Motion to approve..

Motion made by Mason, Seconded by Williams.

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

Motion carries 9-0.

40. Approve award of Construction Contract to JHC Corporation subject to Value Engineering and in the amount of \$1,395,854.70 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0013707 Construction Contract. Requested by Engineering. Bid #23-173

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

41. Approve continued funding of the current "On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Inspections

and Investigations (CMT Geotech)” Services Contract in the amount of \$350,000 as requested by Engineering. RFP 19-179.

Item 20.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

42. Approve continued funding of the current “On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance and Structural Inspection & Investigations” Services (CEI Services) Contract in the amount of \$250,000. requested by Engineering. RFP 19-241

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

43. Approval Emergency Bid for the Rehabilitation of Filter #3 at the Hicks WTP to Rehab Construction Co., following the plans and specs published for Filter #4 in the Amount of \$791,568.00.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

44. Approve Emergency Purchase Request for materials to repair Filter #3 at the Hicks WTP to Xylem Water Solutions USA, Inc. in the Amount of \$245,000.00.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

FINANCE

45. Receive as information a presentation by Mauldin & Jenkins of the results of the 2022 Financial Audit.

Motion to approve receiving this item as information.

Motion made by Johnson, Seconded by Scott.

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

Motion carries 9-0.

PUBLIC SAFETY

Item 20.

46. Motion to approve the Memorandum of Understanding (MOU) between Augusta, GA and Augusta Technical College and to authorize the mayor to execute all appropriate documents.
- Motion to approve.
- Motion made by Garrett, Seconded by Frantom.
- Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle
- Motion carries 9-0.
47. Motion to award Bid Item #23-084 Firefighter Protective Clothing for Augusta Fire Department to NAFECO for a two (2) year award with an option to extend for three (3) additional one (1) year terms.
- Motion to approve.
- Motion made by Garrett, Seconded by Frantom.
- Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle
- Motion carries 9-0.
48. Motion to approve contracts for contractors providing services to Richmond County DUI and Veterans court.
- Motion to approve.
- Motion made by Garrett, Seconded by Frantom.
- Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle
- Motion carries 9-0.
49. Motion to approve Memorandum of Understanding (MOU) between the Augusta Information Technology Department and Georgia Emergency Management and Homeland Security Agency for Grant Applications. Any grant applications will be approved through Augusta's normal grant review process.
- Motion to approve.
- Motion made by Garrett, Seconded by Frantom.
- Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle
- Motion carries 9-0.
50. Update on Fire Station #7 on Central Avenue. **(Requested by Commissioner Catherine McKnight)**
- Motion to approve receiving this item as information and referring it to the next legal meeting agenda.
- Motion made by Frantom.
- It was the consensus of the Commission that this be done without objection.

APPOINTMENT(S)

51. Consider the recommendation of Augusta Land Bank Authority to appoint Mr. Ryan McKnight due to the resignation of Dr. Mike Hearon. **(Requested by Commissioner Alvin Mason)**

Item 20.

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

Motion to approve with the correction of the name to Mr. Ryan M. Downs.

Motion made by Garrett, Seconded by Frantom.

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

Motion carries 9-0.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

CALLED MEETING

COMMISSION CHAMBER

January 30, 2024

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, January 30, 2024, the Honorable Garnett Johnson, Mayor, presiding.

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

Mr. Mayor: Good afternoon, ladies and gentlemen. Madam Clerk, I call this meeting to order. Attorney Brown.

1. LEGAL MEETING

A. Pending and potential litigation

B. Real estate

C. Personnel

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

Mr. Mason: So move.

Ms. McKnight: Second.

Mr. Mayor: I have a motion and a second. There's a question on the floor.

Mr. Guilfoyle: Point of privilege, Mr. Mayor.

Mr. Mayor: All right, commissioner from the 10th, please state your point, sir.

Mr. Guilfoyle: Can I address the attorney?

Mr. Mayor: Yes, sir.

Mr. Guilfoyle: Attorney Brown, as far as most likely we're going to be going in legal discussing this administrator position on if we're going to move forward. How do we get to the point where we're voting here on the floor because apparently we're not allowed to vote in legal and I know you had stated before we can so tell me how do we get to the position where we vote here for candidates that's listed, the two candidates actually that's been listed a couple of weeks ago?

Mr. Brown: Commissioner Guilfoyle, Mayor Johnson, as to agenda items the agenda item before you is whether or not to go into executive session for the discussion of personnel, real estate or pending and potential litigation. Once you go in and discuss any of those items then your

question can be posed on the floor. Right now you do not have a public agenda item to discuss what you requested.

Mr. Garrett: It's a point of personal privilege.

Mr. Guilfoyle: So, Attorney Brown –

Mr. Brown: Yes, sir.

Mr. Guilfoyle: You have the list of what's going to be discussed in legal.

Mr. Brown: We have personnel, real estate and pending and potential litigation. Those subject matters, the details of those subject matters are under executive session privilege so I think it's not deemed appropriate to discuss those matters prior to going into executive session. You would need an agenda item if what you're seeking to discuss right now is the process.

Mr. Guilfoyle: It's the process.

Mr. Brown: I'm very happy to answer your question and I think you can get the answer to your question in due time to do the voting that you want to do.

Mr. Guilfoyle: The question that I wanted answered I'd rather for it be answered here in the public as far as once we get behind closed doors, then we're going to hear hey, we can't come out of this room without everybody in consensus or voting which both is the same in my book whether you raise hands, use your voice or nod. Would that be correct?

Mr. Brown: Would what be correct?

Mr. Guilfoyle: Is the only way to come out of legal to vote for the candidates is to vote in legal or can we make a motion as soon as we come out of legal?

Mr. Brown: To come out and make a motion regarding those candidates does not require that you vote in legal.

Mr. Guilfoyle: Okay.

Mr. Brown: I think that's what you're asking, do you have to vote in legal in order to come out here? The answer would be no, you are not limited by that. You can make any motion that you like regarding personnel that we discussed in legal when you come back out. You are not restricted.

Mr. Guilfoyle: Okay, thank you.

Mr. Mayor: Thank you, commissioner from the 10th. I have a motion and a second. I see commissioner from the 7th in the queue, sir.

Mr. Frantom: I just want clarity on what he just said. Attorney Brown, you said that we could come out and discuss –

Mr. Brown: You could come out and make a motion I said.

Mr. Frantom: A motion of a candidate when we get out of legal is what you're saying we can do.

Mr. Brown: Yes, you can do that. It's always a matter of the will of the body how the outcome of that.

Mr. Frantom: That means that we can do it. Thank you.

Mr. Mayor: Commissioner Garrett, you're still in the queue, sir, or are you good, sir?

Mr. Garrett: Yes, I was going to ask about item #3 of the special called meeting if we were going to handle that before we went into executive session and what the emergency status of this item was since it was added to the special called meeting.

Mr. Mayor: Administrator Douse.

Ms. Douse: Sure, please forgive my voice. I have a sore throat but it is required by the Georgia Department of Transportation that the Commission approve our Public Transit Agency Safety Plan. The safety committee with Transit met last week and approved the plan and this was the earliest that we could get the plan approved prior to January 31. Hence, the reason why I requested it to be on the agenda on the special called agenda for the Commission to approve it.

Mr. Garrett: So it needs to be approved by the 31st?

Ms. Douse: It must be approved by the 31st, yes.

Mr. Garrett: Thank you.

Mr. Mayor: All right, the colleagues have the motion and the proper second to go into executive session, Madam Clerk. We're voting.

**Mr. Williams and Mr. Lewis out.
Motion carries 8-0.**

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

[EXECUTIVE SESSION]

Mr. Mayor: Ladies and gentlemen, thank ya'll so much for being here. Madam Clerk, I'll call this meeting back to order. Attorney Brown.

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

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

Mr. Frantom: So moved.

Ms. McKnight: Second.

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

Mr. Lewis and Ms. Scott out.

Motion carries 8-0.

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

The Clerk: Yes, sir. A motion to ratify the purchase of 2403 Mt. Auburn Street by Augusta, Georgia by and through the Housing and Community Development Department through Augusta Georgia Land Bank in the amount of \$1,300,000 for the purchase of an ongoing redevelopment efforts in accordance with the Sand Hills Neighborhood Urban Development Master Plan.

Mr. Mayor: Thank you, Madam Clerk. I see a few colleagues in the queue before we call for a motion. Commissioner Williams from the 5th, you're up, sir.

Mr. Williams: Yes, sir. Is Director Hawthorne Welcher in here?

Mr. Mayor: Director Welcher.

Mr. Williams: I have one more question.

Mr. Mayor: Director Welcher, will you approach, please, sir? Commissioner Williams.

Mr. Williams: Yes, sir. Mr. Welcher, can you please explain one more time exactly what you thought the procedures were when purchasing the Mt. Auburn Street?

Mr. Welcher: Yes, sir, Mr. Mayor, members of the committee, members of the Commission. So the purchase of Weed School was a by product of a redevelopment plan, of course, that was approved by Commission back in 2019/2020. As a part of that over the last three to four years, Housing & Community Development Department has been working with various partners as well as the Land Bank to begin the redevelopment of transformation of the neighborhood back into a thriving community. Based on that from a housing perspective, affordable housing is alive and well. The demolition and clearance of abated properties is alive and well so the uptick and the next step in that is to sort of (inaudible) and repopulate and look at

some commercial assets. So we did that and came before committee in the legal session back in April seeking interest to look at a commercial property known as 2403. At that time we moved forward with the appraisal as well as other environmental aspects of this respective property. Based on that and our due diligence, we were confident in our efforts to move forward so I think based on that we sort of moved forward also in August to look at funding from a CDBG perspective which would be the major funding, primary funding source to acquire. At that time we sought Commission approval on the floor August 1. That approval was given and then at that time we came back before you in another session on September 26 to say hey, we've done our due diligence. We feel good about exactly this purchase, this acquisition. It will serve actually as a nucleus as we move to sort of continue our revitalization efforts similar to other areas that we're revitalizing, and we asked for your blessing at that time to be able to move forward to acquire the property and working through our Land Bank thus is the process that we're using some aspect in the previous years.

Mr. Williams: And just to follow up without calling any names, there was mentioned that the property, I don't remember exactly how it was stated, would probably go for \$1.2 million or so, that's pretty much a yes or no question pretty much.

Mr. Welcher: There was conversation, yes, sir.

Mr. Williams: That was the conversation ultimately, you guys bought it for \$1.3 million.

Mr. Welcher: That's correct.

Mr. Williams: Okay, thank you.

Mr. Mason: Mr. Mayor.

Mr. Mayor: Yes, sir. The Chair recognizes Commissioner from the 4th, Commissioner Mason.

Mr. Mason: Thank you. I make a motion to approve please.

Mr. Williams: Second.

Mr. Mayor: All right. There's a motion from the commissioner from the 4th, second from the commissioner from the 5th. Madam Clerk, seeing no colleagues in the queue, we're voting.

**Ms. McKnight votes No.
Motion carries 9-1.**

Mr. Mayor: Thank you, Madam Clerk: Attorney Brown, is there another motion?

The Clerk: Yes, sir, we have one additional motion. Motion to approve the hiring of Mr. Kyle Alfonso as Augusta Engineering Project Engineer Infrastructure and Program Delivery in the Engineering and Environmental Services Department at an annual salary of

\$110,000 and the customary benefits provided Augusta employees with an effective date of March 2, 2024.

Mr. Mayor: The Chair recognizes the commissioner from the 8th, Commissioner Garrett.

Mr. Garrett: Motion to approve.

Mr. Williams: Second.

Mr. Mayor, Madam Clerk, there's a motion seconded by the commissioner from the 5th. Attorney Brown, before we vote obviously you're in the queue, sir.

Mr. Brown: Thank you, sir. The Administrator is asking for a checking of the name. Yes, the name of the employee is Kyle Alonso. That's for the record.

Mr. Mayor: For the record it's Kyle Alonso. All right, so I have a motion and I have a second. So, Madam Clerk, with that for Kyle Alonso, we're voting.

Motion carries 10-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown.

Mr. Brown: We have one other motion, Mayor Johnson. We would request a motion to approve the granting of a non-exclusive easement upon Augusta's property known, commonly known as 3705 Old Waynesboro Road, Fire Station #1 and that easement would be granted to RTB Investments LLC. That transaction will be closed under the direction and guidance of Augusta Law Department.

Mr. Mayor: Thank you, Attorney Brown. The Chair recognizes the commissioner from the 8th, Commissioner Brandon Garrett.

Mr. Garrett: Motion to approve but I don't think this is Fire Station #1.

Mr. Frantom: Second.

Mr. Mayor: Wait a second. Fire Station 17.

Mr. Brown: Fire Station #17 and the sum being paid for this easement is \$10,000.

Mr. Garrett: Motion to approve.

Mr. Frantom: Second.

Mr. Mayor: All right, I've got a motion and a second. That's commissioner from the 9th (sic) and commissioner from the 7th. All right, let's vote, colleagues.

Motion carries 10-0.

Mr. Mayor: All right, Attorney Brown.

Mr. Brown: There are no further motions.

Mr. Mayor: All right, that concludes out business.

Mr. Brown: There's no further motions from executive session.

Mr. Mayor: All right.

Mr. Brown: At this time.

Mr. Mayor: At this time. Thank you, Attorney Brown. There are no further motions. The Chair recognizes the commissioner from the 4th, Commissioner Al Mason.

Mr. Mason: Thank you, Mr. Mayor. At this time I'd like to make a motion to hire Tameka Allen as the next City Administrator for the City of Augusta.

Ms. McKnight: Second.

Mr. Williams: Mr. Mayor.

Mr. Mayor: All right, Commissioner Williams, you have the floor, sir.

Mr. Williams: Yeah, we just want a roll call vote.

Mr. Mayor: Yes, sir. Is there any objection to a roll call vote?

Mr. Mason: No objection.

Mr. Mayor: No objections. All right.

Mr. Brown: Mayor Johnson, just for clarity, while this vote is taking place, I believe we want to make it clear for the record that the nominations remain open.

Mr. Mayor: Yes, sir. These nominations remain open and just so the public knows, we have two names that are under consideration today and it is our intent to vote on these in the public which I believe it's your right to know as we vote and the request has been made that it be a roll call vote so commissioner, are you in the queue?

Mr. Frantom: Well, clarity because we close the nomination for today to vote on the person.

Mr. Brown: Two.

Mr. Frantom: We don't have to vote on the second one if nobody nominates them.

Mr. Brown: No, if the nominations remain open until a person is appointed. Once a person is appointed by six votes or more, then the position is filled. There can be no further nominations because the position would be filled.

Mr. Frantom: But we don't close the nomination today based on the two candidates like we have before and every time I've been up here?

Mr. Brown: For today –

Mr. Frantom: For today we close the nomination for today and that's what I'm about to do because I don't think there's another motion for the other candidate so I was closing the nomination so we can vote on the one person before us like we've done every time I've been up here.

Mr. Mayor: Attorney Brown.

Mr. Brown: This is an appointment to a position. This is not a board; this is a position. The Mayor has offered two names for consideration. I believe that it is proper to proceed with the motion that's on the floor. If the person receives and in this case Ms. Allen, if Ms. Allen receives six votes, the Commission will not be prohibited from considering the other name.

Mr. Mayor: All right, I see a lot of folks in the queue. Commissioner Mason, are you good? I see you in the queue.

Mr. Mason: I'm in the queue because I'm ready to vote.

Mr. Mayor: All right. Madam Clerk –

Mr. Williams: I'm on the body.

Mr. Mayor: You're on the body. Commissioner Williams.

Mr. Williams: Yeah, okay, we did discuss that. If we don't get either one of these two then you would bring up number three, correct? He said today.

Mr. Mayor: I have to make a submission to this body but according to our attorney, we cannot vote today. It has to remain open –

Mr. Williams: But you can bring the name up.

Mr. Mayor: Yes, sir, and that is my intention. It is, yes, sir. All right, Madam Clerk, roll call vote.

The Clerk: Mr. Frantom.

Mr. Frantom: Yes, ma'am.

The Clerk: Mr. Garrett.

Mr. Garrett: Yes.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: No, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: No, ma'am.

The Clerk: Mr. Mason.

Mr. Mason: Yes, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: No, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: No, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: Abstain.

Motion fails 5-4-1.

Mr. Mayor: All right, Parliamentarian, let's continue with the next name, please, sir. I don't think he requires a nomination, does it?

Mr. Johnson: That was my inquiry.

Mr. Brown: The name has to be placed on the floor even though you know who it is. It has to be placed on the floor in public.

Mr. Mayor: All right. So Richard Chess is also under consideration from this body and I think Mr. Chess deserves a vote if he's made a finalist. So, Madam Clerk, if this body does not object, I think we need to do another roll call vote for Mr. Robert Chess.

Mr. Brown: I believe, Mr. Mayor, you need someone to nominate that person. Commissioner Johnson, I see you in the queue first.

Mr. Johnson: Just for the sake of the process, I'll nominate Richard Chess just for the sake of the process.

Mr. Mayor: All right, Madam Clerk, I have a motion and second. We're going to do a roll call.

The Clerk: Nominations don't need seconds, but did you have a second?

Mr. Garrett: You don't need one for a nomination.

Mr. Frantom: You don't need one.

The Clerk: Mr. Bobby Williams? Who seconded it?

Mr. Mayor: Alvin Mason.

The Clerk: Alvin Mason, okay.

Mr. Frantom: Not on a nomination, you don't need a second.

Mr. Mayor: All right, we'll do a roll call vote. Anybody want to say anything before we do a roll call vote? Seeing nobody, all right, Madam Clerk.

The Clerk: Mr. Frantom.

Mr. Frantom: No, ma'am.

The Clerk: Mr. Garrett.

Mr. Garrett: No, ma'am.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: No, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: No, ma'am.

The Clerk: Mr. Mason.

Mr. Mason: No, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: No, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: No, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: No, ma'am.

Motion fails 2-8.

Mr. Mayor: Attorney Brown, for clarification the candidate received eight votes as a No. Does that disqualify him from the furtherance of this process?

Mr. Brown: Neither candidate you voted on today moved forward.

Mr. Mayor: Commissioner Mason, you have the floor, sir.

Mr. Mason: Yes, sir, Mr. Mayor. I am going to request reconsideration for Ms. Allen as the Administrator for Augusta Richmond County.

Mr. Frantom: Second.

Mr. Mayor: So there's a motion, Attorney Brown, and there's a proper second for reconsideration.

The Clerk: I didn't get that second. Who seconded that?

Mr. Garrett: Frantom.

Mr. Mayor: Commissioner from the 5th, you have a question of clarity. You have the floor, sir.

Mr. Williams: Going to the attorney, first, please.

Mr. Mayor: Yes, sir. Attorney Brown.

Mr. Williams: Mr. Attorney Brown.

Mr. Brown: Yes, sir.

Mr. Williams: First we vote on whether to consider and if that goes well, then you vote on the person, correct?

Mr. Brown: That is correct.

Mr. Williams: All right, thank you for clarity.

Mr. Mayor: Roll call vote for consideration.

The Clerk: Mr. Frantom.

Mr. Frantom: Yes, ma'am.

The Clerk: Mr. Garrett.

Mr. Garrett: Yes.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: Yes, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: Yes, ma'am.

The Clerk: Mr. Mason.

Mr. Mason: Yes, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: Yes, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: Yes, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: Yes, ma'am.

Motion carries 10-0.

Mr. Brown: Mayor Johnson.

Mr. Mayor: All right, Attorney Brown.

Mr. Brown: The meeting, your present status here is that a motion to reconsider has been approved. That candidate may now be reconsidered.

Mr. Mayor: Thank you so much, Attorney Brown. All right, before we vote there are some colleagues in the queue. Commissioner from the 4th, do you have anything you want to state before we do the roll call vote?

Mr. Mason: No, I'm ready for the roll call vote. Do we need to add that, Mr. Attorney?

Mr. Brown: Add what?

Mr. Mason: Do I need to say the name again or you said she can be reconsidered based on what I said? I asked for reconsideration. That's all that is necessary, right?

Mr. Brown: For lack of a controversy, I would suggest that you state the name that you're voting on.

Mr. Mason: I make a motion that we --

The Clerk: You're nominating her, sir.

Mr. Mason: I make a motion that we nominate Tameka Allen as the next City Administrator for Augusta Richmond County.

Ms. McKnight: Second.

Mr. Mayor: You don't need a second. All right, so there is a second nomination for Ms. Tameka Allen. Madam Clerk, roll call vote.

The Clerk: Mr. Frantom.

Mr. Frantom: Yes, ma'am.

The Clerk: Mr. Garrett.

Mr. Garrett: Yes.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: No, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: No, ma'am.

The Clerk: Mr. Mason.

Mr. Mason: Yes, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: No, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: No, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: Abstain.

Motion fails 5-4-1.

Mr. Mayor: All right, Attorney Brown, ladies and gentlemen, obviously we've gone through two rounds of this and we haven't gotten anywhere –

Mr. Frantom: Point of personal privilege, sir.

Mr. Mayor: All right. The Chair recognizes the commissioner from the 7th for a point of personal privilege.

Mr. Frantom: Thank you, Mr. Mayor. Just want to state that today is a day of why on May 20 everybody in Augusta Richmond County needs to vote for the Mayor to have a vote and I highly suggest that ya'll support that. Thank you, Mr. Mayor.

Mr. Mayor: Ladies and gentlemen, we certainly appreciate you being here today. The Charter states that the Mayor nominates all candidates for consideration of this body to be the next Administrator. The Charter also states that should no candidate receive six votes he shall submit the remaining names. At this point, Attorney Brown, to this body we're prepared to follow up the letter of the law of the Charter. I now submit Takiyah Douse for consideration. Attorney Brown has stated that we cannot have that vote today and that per our Charter and per our rules and state law, her name has to be made public for 14 days. It has not been 14 days so as I understand perhaps at our next meeting Ms. Douse will be under consideration for a vote by this body. Attorney Brown.

Mr. Brown: Just for clarity the name and paperwork for Ms. Douse was released last Friday. It is correct. It is the Open Records Act that prevents a vote on a name for a head of agency until at least 14 days has passed after the release to the public of the name of the candidate. Therefore, 14 days not having passed since last Friday, that name would not be eligible today for this, for consideration or nomination.

Mr. Mayor: Thank you, Attorney Brown. Commissioner Mason, I see you in the queue, sir.

Mr. Mason: Yes, just for a point of clarity, we'll bring back the third name at the next Commission meeting or?

Mr. Mayor: I'm not quite sure if it will make the 14 days.

Mr. Brown: The next scheduled meeting at which that name could be, the next scheduled regular meeting at which that name could be considered would be the next special called and committee meeting which is two weeks from today.

Mr. Mason: Okay, and another point of clarity, that does not prohibit the name of Ms. Allen being voted on at that time as well, does it?

Mr. Brown: The next name to be considered would be the third person's name. After that the Commission would have the right to consider what process it used for recruitment going

forward but is not absolutely prohibited by law for the Commission to modify its process after the next name is considered.

Mr. Mason: Thank you.

Mr. Brown: Yes, sir.

Mr. Mayor: Ladies and gentlemen, certainly appreciate you being here today. While we're disappointed we couldn't get a decision made, in two weeks we will get one. Thank ya'll for being here. Commissioner from the 7th, you're in the queue.

Mr. Frantom: I'm ready to go to the committees.

Mr. Mayor: All right, thank ya'll for being here.

Mr. Frantom: We have another agenda item? Oh, I'm sorry.

Mr. Mayor: All right, Madam Clerk, I understand we have one more item.

3. Motion to approve the Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1). (Requested by Interim Administrator Takiyah Douse)

Ms. McKnight: Motion to approve.

Mr. Guilfoyle: Second.

Mr. Mayor: All right, there's a motion from the commissioner from the 3rd and second from the commissioner from the 10th. Madam Clerk, we're voting.

Motion carries 10-0.

Mr. Mayor: Thank you. Madam Clerk, does that conclude our business for this?

The Clerk: Yes, sir.

Mr. Mayor: All right, this meeting is hereby adjourned and I turn it over to Public Services Committee. Commissioner Frantom.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on January 30, 2024.

Clerk of Commission

CALLED MEETING

COMMISSION CHAMBER
February 13, 2024

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, February 13, 2024, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams (participates by telephone), Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: Good afternoon, ladies and gentlemen. Madam Clerk, I call this meeting to order. Attorney Brown.

1. LEGAL MEETING

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

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

Mr. Mason: So move.

Ms. McKnight: Second.

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

Mr. Lewis and Mr. Frantom out.
Motion carries 8-0.

Mr. Mayor: Thank you, Madam Clerk. With that, we are excused to executive session.

[EXECUTIVE SESSION]

Mr. Mayor: Good afternoon, ladies and gentlemen. Thank ya'll for being here. Again, I apologize for the delay. Madam Clerk, I call this meeting back to order. Attorney Brown.

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

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

Mr. Mason: So move.

Ms. McKnight: Second.

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

Motion carries 10-0.

Mr. Mayor: Thank you. Just for the record Commissioner Bobby Williams is not here. He has joined us by phone. Attorney Brown, are there any motions as a result of our executive session?

Mr. Brown: Yes, sir. Our first motion is a motion to adopt a Resolution authorizing the settlement of all claims by Lula Mae Heath and the Estate of Brian Z. Heath in the amount of \$425,000 payable as follows: the Estate of Brian Z. Heath and the Doumar Rainsford and further authorizing the Administrator to distribute this amount of \$425,000 waiving Augusta Code of Ordinances sections in conflict for this instance only and for other purposes.

Mr. Mayor: Thank you, Attorney Brown.

Mr. Garrett: Motion to approve.

Ms. Scott: Second.

Mr. Mayor: There's a proper motion and a second from the commissioner from the 9th. We're voting.

Motion carries 10-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown.

Mr. Brown: Our next motion, sir, is a motion to approve and to execute a settlement agreement with Square One Medical in the amount of \$34,650.

Mr. Frantom : So move.

Mr. Garrett: Second.

Mr. Mayor: A motion and a second. Madam Clerk, we're voting.

Motion carries 10-0.

Mr. Mayor: All right, Attorney Brown.

Mr. Brown: The next motion will be read by the Administrator, Mayor Johnson.

Mr. Mayor: Thank you, sir.

Ms. Douse: Mayor Johnson, Augusta Commissioners, I would like for you to make a motion to task the Administrator to procure professional services to dispose of property located at 2163 Central Avenue.

Ms. McKnight: So move.

Mr. Mason: Second.

Mr. Johnson: Second.

Mr. Mayor: I don't know who chimed in first, commissioner from --

The Clerk: Ms. McKnight and Mr. Mason.

Mr. Mayor: Mr. Johnson says he'll take it. It doesn't matter. Mr. Johnson, commissioner from the 1st.

The Clerk: He's making the motion?

Mr. Mayor: No, she made it. Commissioner from the 1st seconded it.

The Clerk: Oh, that was Mr. Johnson, okay.

Mr. Mayor: All right, Madam Clerk, we're voting.

Motion carries 10-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown.

Mr. Brown: Our final motion today, sir, is a motion to accept the resignation of Director Maurice McDowell and to approve payment of severance in the amount of three months via salary continuation as provided for in the Augusta Georgia PPPM and upon release or claims and execution of a severance agreement and release of claim as provided for by in the Augusta, Georgia PPPM.

Ms. McKnight: So move.

Mr. Mason: Second.

Mr. Mayor: We have a motion and a second from the commissioner from the 3rd and Commissioner Mason from the 4th. Madam Clerk, we're voting.

Mr. Williams votes No.

Motion carries 9-1.

Mr. Mayor: Ladies and gentlemen, I just want to take a few moments of personal privilege to thank Mr. McDowell for his years of service to Augusta Richmond County. We certainly want to wish him well in his endeavors and we appreciate his effort while he has been employed here. All right, Attorney Brown.

Mr. Brown: There are no further motions, sir.

Mr. Mayor: All right. Is there another matter as it relates to our legal agenda? So does that conclude –

Mr. Brown: There's no more motion by, I do believe we have a matter, Administrator's recruitment.

Mr. Mayor: Yes, that is it. The Chair recognizes the commissioner from the 1st.

Mr. Johnson: Thank you, Mr. Mayor.

The Clerk: Hold on just a moment.

Mr. Mayor: The Chair from the 1st, you have the floor, sir.

Mr. Johnson: I'd like to make a motion to hire Takiyah Douse as Administrator for the City of Augusta.

Mr. Lewis: Second.

Mr. Guilfoyle: Point of privilege, Mr. Mayor.

Mr. Mayor: All right, so I have a motion and a second.

The Clerk: We have a nomination.

Mr. Mayor: We have a nomination so no second needed. So there is a nomination, no second needed. The commissioner from the 10th has asked for a moment of personal privilege. The floor recognizes you, Commissioner Wayne Guilfoyle.

Mr. Guilfoyle: Thank you, Mr. Mayor. This question is for the attorney. Attorney Brown, as far as our rules, do we follow the Robert's Rules of Order?

Mr. Brown: No, we follow the Rules of Procedure by Augusta, Georgia Commission which is an ordinance on our behalf.

Mr. Guilfoyle: Can you define the, I know that we could vote yes, no, abstain as well as pass. Is that correct?

Mr. Brown: You could indicate your agreement with the motion, disagreement with the motion or a willingness not to register your opinion about a motion.

Mr. Guilfoyle: Okay, all right, thank you.

Mr. Mayor: Commissioner Mason from the 4th, you're in the queue, sir.

Mr. Mason: Thank you, Mr. Mayor. The nominations are still open, aren't they? All right, I 'd like to take this opportunity to nominate Tameka Allen as the City Administrator.

Ms. McKnight: Second.

Mr. Mayor: There's no second. There's just a n nomination. So we have two nominees; we're going to address the first nominee first and I would assume as protocol, as in the previous vote, this is going to be a roll call vote?

Mr. Mason: Request a roll call.

Mr. Frantom: I'd like to close the nominations is the first thing you have to do so I'd like to close the nominations.

Mr. Mayor: Nominations closed. Any objection to that? I see no objections. Nominations are closed. Roll call vote. First nominee is Interim Director Takiyah Douse. Madam Clerk.

Mr. Williams: So we're doing Takiyah Douse?

The Clerk: Yes, sir. We're going to do a roll call vote.

Mr. Williams: Is this for Takiyah Douse?

The Clerk: Yes, we have two nominees. Ms. Takiyah Douse is our first nomination with Ms. Tameka Allen as our second nominee. So we're voting on the first nominee, Ms. Takiyah Douse. Are we ready?

Mr. Mayor: We're ready, ma'am.

The Clerk: Mr. Frantom.

Mr. Frantom: No, ma'am.

The Clerk: Mr. Garrett.

Mr. Garrett: No, ma'am.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: No, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: Yes, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: Yes, ma'am.

The Clerk: Mr. Mason.

Mr. Mason: Not at this time, Madam Clerk.

The Clerk: I beg your pardon, sir.

Mr. Mason: No, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: No, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: Yes, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: Yes, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: Yes, ma'am.

Mr. Mayor: You've got to call me.

The Clerk: It's tied.

Mr. Williams: That's five/five.

The Clerk: Yes, sir.

Mr. Williams: Then the Mayor's got to vote.

Mr. Mayor: My vote is no.

Motion ties 5-5.

Mayor Johnson votes No.

Motion fails 5-6.

The Clerk: Next nominee, Ms. Tameka Allen. We're ready to vote, sir?

Mr. Mayor: Yes, ma'am, we're ready.

The Clerk: Okay, Mr. Frantom.

Mr. Frantom: Yes, ma'am.

The Clerk: Mr. Garrett.

Mr. Garrett: Yes.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: No, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: No, ma'am.

The Clerk: Mr. Mason.

Mr. Mason: Yes, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: No, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: No, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: Abstain.

**Mr. Johnson, Mr. Lewis, Ms. Pulliam and Ms. Scott vote No.
Mr. Williams abstains.
Motion fails 5-4-1.**

Mr. Mayor: All right.

Mr. Williams: Ms. Bonner.

Mr. Johnson: Mr. Mayor.

Mr. Mayor: Yes, sir, I'm coming to you. We're going to give Commissioner Bobby Williams a courtesy seeing how he's on the phone. Let's see what he has to say, Madam Clerk.

The Clerk: The Mayor has recognized you, Commissioner Williams.

Mr. Williams: Thank you, Mr. Mayor. I want a vote for reconsideration for Takiyah Douse. Can I get a second?

Mr. Johnson: I'll second a vote of reconsideration.

Mr. Mayor: We're going to let our Parliamentarian, Attorney Brown.

Mr. Brown: Let me correct this so that it can be understood. When an action fails, no action is taken so there's nothing to reconsider. You could simply nominate a person again until the Commission decides its process otherwise.

Mr. Williams: Well, I want to nominate Takiyah Douse for the Administrator's position.

Mr. Mayor: The Chair recognizes, there's a lot of folks in the queue. Commissioner Scott, you're in the queue first. Do you have anything? Commissioner Frantom, you have the floor, sir.

Mr. Frantom: This is for the attorney.

Mr. Williams: Did I get a second, Ms. Bonner?

The Clerk: You don't need one, sir. These are nominations.

Mr. Frantom: Attorney.

Mr. Brown: Yes, sir.

Mr. Frantom: You said when no action is taken. Six votes is an action, is it not?

Mr. Williams: I want a moment of –

The Clerk: Hold on just a moment, Commissioner Williams. Commissioner Frantom has been recognized to speak.

Mr. Williams: Go ahead.

Mr. Brown: Yes, sir, go ahead.

Mr. Frantom: Is six votes not an action?

Mr. Brown: It was not six votes, it's no action because the motion did not receive six votes to create an action.

Mr. Frantom: The first person up got six votes for a no.

Mr. Brown: The first person up, the motion was no to the motion. It was not, the action being sought was to appoint Takiyah Douse as the Administrator. That did not get six votes. Just as last week the other gentleman had two/eight. If you look at the approval letters is that no action was taken.

Mr. Frantom: So you're saying last week, two weeks that we could have renominated the guy that got two out of eight.

Mr. Brown: Yes, you could.

Mr. Frantom: Okay, that's interesting. Okay, thank you.

Mr. Brown: There must be six affirmative votes for a Commission to take any action as a body as a whole.

Mr. Mayor: Okay, thank you, Attorney Brown. Commissioner Lewis, I see you in the queue, sir.

Mr. Lewis: Thank you, Mr. Mayor. My colleague, I thank my colleague Bobby Williams for reconsidering Ms. Douse. Ms. Douse has served in this capacity for approximately two years. Two years she's served in this capacity and for the record, Augusta hired a recruitment firm and there were many applicants that applied for this position and in this process that they use, and I want everybody to know this, in the process that they use Ms. Douse scored the highest score of all the candidates based on the process that this company used which told me that clearly to them Ms. Douse was the best person for this job based on their analysis and the process that they use. And to me, Mr. Mayor, when Ms. Douse was not on the initial list of the three people that you brought before this body, I think that it was a disservice to that young lady that has been serving this city in that capacity for the past two years and here we are voting on her for this position and I feel like we're doing Ms. Douse a disservice by not electing her to this position of City Administrator for Augusta Richmond County. Everybody has their own opinion and I respect everybody's vote but in good conscience and in fairness there's no way that I can see that my

colleagues could not vote Ms. Douse in as our City Administrator. It really is a disservice, it really is a disservice and I really want to reiterate that, Mr. Mayor. It's a disservice. You had an opportunity to cast the dissenting vote. You're asking the citizens of Augusta Richmond County to give you a vote in a referendum. You've always had a vote, Mr. Mayor. And you just exercised that vote on today and you chose to go a different way, but that's your prerogative but then again on the other side you're asking for a vote in a referendum and you've had a vote today so I don't understand that process.

Mr. Mayor: No, no, no outbursts from the community, please. Thank you so much.

Mr. Lewis: So I don't understand that process, Mr. Mayor. You've had an opportunity and again you've failed this community. Thank you.

Mr. Mayor: Thank you, commissioner. Ladies and gentlemen, there will be no outbursts from the public. I want to address Commissioner Lewis. Commissioner Williams, we'll come to you, sir. We'll get you in the queue. Commissioner Lewis, for you to sit here and put this at the feet of the Mayor is disheartening in that under our Charter that was created, it gives the Mayor the authority to nominate up to three based on his recommendations. I made it public that I made my recommendations based on experience and qualifications. I put up three names. Those three individuals had the most experience and the highest qualifications deemed by me and you're right. I do in a few occasions –

Mr. Lewis: Mr. Mayor, you say the best qualifications –

Mr. Mayor: Wait, wait, wait a second, sir, I have the floor now. I've let you speak, and I didn't interrupt you so it's now my turn. It's my turn. Now for you to sit here and put this, there's, wait a minute, no outbursts. There's ten other colleagues besides myself that sit on this dias. For you to take this personal aim at me is certainly disheartening. I only have one vote –

Mr. Lewis: Yes –

Mr. Mayor: -- and I asked for an equal vote to that of my colleagues. Now if you believe in our great democracy, we shouldn't have to deal with the extensions of moving forward with the people's business, with the people's business and it's time to move on. You won a vote you move on. You lose a vote you move on. But it's time to move on. It's time to move on. I only have one vote, sir.

Mr. Lewis: You're absolutely right –

Mr. Mayor: So at that point –

Mr. Lewis: You're absolutely right, Mr. Mayor, and you did exercise that vote.

Mr. Mayor: Thank you so much. The Chair recognizes the commissioner from the 7th, Commissioner Sean Frantom.

Mr. Frantom: Thank you, colleagues. I appreciate Commissioner Lewis bringing it up because I'm going to bring up my side and why I'm where I'm at. He is correct that she scored subjectively on the assessments higher but she didn't score higher on the emotional intelligence side so she did not score higher on both sides, let's first clarify that. She has 31 years of experience, 11 months of interim administrator experience. Both have an MBA, nine and a half year's deputy administrator experience and frankly, I wasn't here but she should have been probably sitting there many years ago and I think that's the reason that I am where I am on this is that it's time that someone who has been so dedicated, done the right thing, had zero issues out of her department, made a transformation on the IT side for the radio system. I think she deserves the opportunity. I think that some people in this government held her up many years ago because they didn't like her and they know that they couldn't control her but now it's time that we give her an opportunity.

Mr. Mayor: No outbursts from the crowd, please.

Mr. Frantom: And that's why I am where I am. Thank you, Mr. Mayor.

Mr. Mayor: Thank you, Commissioner. All right, Commissioner Johnson, before I go to you, I have to allow Commissioner Bobby Williams who has asked for a point of personal privilege if you would just give a minute.

Mr. Williams: I want to pick up (inaudible). When we hired a company for thirty thousand, forty thousand dollars whatever it is that we hired a company for, we asked them to find an administrator of our dreams and they gave a number of interviews what have you, six, seven, eight (inaudible) and Takiyah Douse came out number one (inaudible) category. Takiyah Douse not only had a final score that was greater than anybody else, she had a score that was at least 19 points higher than anybody that was close to her. Commissioner Frantom said something about the other young lady and she's been there 31 years and so forth and so on and I take my hat off to her but you should have hired her when you had the opportunity to hire her. Now it's been about ten years since she's been in the Administrator's office and we need somebody who is new, somebody who understands, somebody who can get it going and somebody who has the intelligence to lead people. She is fair, she is above board and she works with everybody. We had somebody who interviewed for the Administrator's position and said you guys don't need me. You've got somebody doing the job. Ya'll just need to hire her. That's because even that person could find somebody who was already doing the job and somebody who was superior. I don't think that the Mayor, he said he made his decision based on experience and what have you. Sometimes experience is the best thing and sometimes you just can't teach an old dog new tricks and sometimes we need a dog that we can teach different tricks to but sometimes you just can't do it. So I said all that to say this. When it looks right, when it smells right, when we look for somebody who can be an administrator, Takiyah Douse is as close to the best that we can get. We said we were going out to get the best. We had about 20, 30, 40 people in the pool and Takiyah Douse blew every one away in every category and final score there was nobody at least 19 points anywhere near her in any way, shape, form or fashion. The girl showed out, she showed up, she showed them what she was about and I don't understand, you know it's good to like people, I love people. I love a lot of people but when I was principal at a high school I wouldn't hire my mama if she couldn't do the job. I hired somebody who could. Let's hire Takiyah Douse; let's keep it moving. Thank you.

Mr. Mayor: Thank you, Commissioner Williams. The Chair recognizes commissioner from the 1st, Commissioner Jordan Johnson.

Mr. Johnson. Thank you, Mr. Mayor. I want to submit this and I'm going to leave it alone. I think that the most disheartening part about this process, I could label a few disheartening parts about this process. Yes, we paid \$38,000 to a search firm to find us a candidate and they did that. Yes, one of the interviewees said that he thought Takiyah should have the job and he was recommended above Takiyah and he said he didn't even want the job. That's disheartening but the biggest that really frustrates me here is that we're sitting here publicly dividing two amazing highly qualified black women. Now there's no secret that I support Ms. Douse. I've had the conversation with Ms. Douse and with Ms. Allen. I'm looking Ms. Allen right in the face. This has gotten so nasty because of the politics that this city has adopted and I always come out and talk about the politics and how it has just gotten so volatile and how it has gotten so divisive and we're seeing it right here right now to the point to where the city has an IRS claim that we're having to work through, we have a Boathouse that we have to rebuild, we have all kinds of items that we're having to deal with but yet we're going back and forth on who to hire and drawing comparisons between two highly qualified black women. Well, you say, Jordan, why won't you vote for Ms. Allen? Well, we paid \$38,000 to have a search firm to tell us who to vote for and we always talk about the Commission doing things and never taking the recommendations of the people who tell us to do things. It's a politics that I think that if we're not careful, we're not going to be able to recoup. We're not going to be able to come back off this road. We talked about winning votes and losing votes. Well, that's why the issue of the vote is on the ballot May 21. We're trying to change the rules so here's my heart and I'm going to leave it alone because I have AKAs that I love dearly. I have Deltas, my godmama raised me, was a Delta, AKAs Ms. Fields, sister Jean, I love all of ya'll. Put the city above the terrible politics that we've been playing for the last year and a quarter so far. It started out with Gold Cross, now the Mayor's vote is on the ballot, that divided us. The Administrator is dividing us, everything is starting to divide the city but yet and still roads aren't paved and we just can't seem to get behind a candidate that has been doing the job that the search firm told us was doing the job and someone said that wasn't our scores. Well, why pay \$38,000? Why pay \$38,000 and if you remember when it came down to this commission voting to start the process to hire the Administrator, I voted against that. And people said you're trying to muddy the waters. No. We were not ready to go down that road and you clearly see that we're still not ready to go down that road because of politics. I don't care if Fred Russell is on the table or Steven Kendrick is on a table, let's just call an ace an ace and a spade a spade. The City has to continue to move forward and we're making ourselves look pretty bad up here so I stand by my vote. I'm sure my colleagues have things that they want to say as well but I'm going to stand by my vote but I want to publicly apologize to these two fabulous highly qualified black women who are putting their name in the hat to run a city that historically you know probably would have never seen black women even have the opportunity to be in that position other than you know of course our past city administrator was a black woman. So let's try to move forward. Let's try to bring some unity about this.

Mr. Mayor: Thank you, Commissioner Johnson, and for the record the search firm was hired to bring us finalist candidates. They were never tasked with bringing us a finalist. That is the job of this elected body to determine a finalist candidate so just for the record. The Chair recognizes the commissioner from the 4th, Commissioner Alvin Mason.

Mr. Mason: Thank you, Mr. Mayor. There's been a lot of good comments and everything that's going on. People have their thought processes, and they are certainly entitled to that. This is America. There is no reason to be upset about someone that doesn't feel the same way as you do. That is the American way. I don't see the same things as my next colleague to my right or my next colleague to my left necessarily and there's nothing wrong with that. In my opinion having been up here almost 10, 11 years now, I don't need a search firm to tell me who to hire. And number one, we didn't hire a search firm to tell us who to hire. It's a piece of information, a piece of the puzzle of information and if you recall when we were back there, they said that that this is one piece of information that you can use in your information gathering process while you're making your decision. I used that information. I on the other hand have the opportunity to see with my eyes and see the action from both candidates and so from there that's where my decision came from. I saw both candidates in action. I saw a candidate in action that held down two areas of the city at the same time and did very, very excellent in doing so and so it's not about this one is no good or that one is no good. It's not about that. Let's get away from that. Get out of your feelings. If you're a commissioner, this is what you're going to deal with. If you're not up for the task, get out of the way and let somebody else come up here who is. At the same time we've got to make tough decisions and we've got to give that opportunity to those that have qualified. Yes, those numbers were great on this one side but that's one side. When I see in action versus what I see on paper, I'm going to put more weight to what I see in action than I am in a piece of paper or test. That's what I'm going to do and that's what I did do. Nobody should be upset about that. You don't hear me being upset about someone not agreeing with my candidate. I haven't tried to convince anybody of anything. Period. They might be trying to convince me but I'm not trying to convince nobody because my opinion is not going to change simply because you have the will for it to change. My opinion is going to remain what it is based on my interpretation and my feelings and what I see as a professional, as an executive at Fort Gordon doing hiring positions for executive positions. So I know exactly what I'm looking for but I'm not downing anybody else or saying we shouldn't do this or we shouldn't do that or blaming the Mayor or anybody else. At the end of the day you're responsible for your vote. If you can stand on what you believe, then why would you leave where you stand if that's what you believe. Stay where you are if that's the case. And eventually it will all work itself out. But I'm not here to beg anyone to change their vote. I support Tameka Allen because I've worked with Tameka Allen for a number of years and I saw what she was capable of doing and what she did do out in the community, networking with our contracting partners, actually being visible everywhere and anywhere and so this is a part of it too but also how do you treat your directors. What type of relationship do you have there that will help facilitate a better Augusta Georgia. That type of relationship is extremely important to be able to facilitate that, give professional development or whatever is required at that particular time. You have to look at skill sets. You can't find that on a piece of paper. You can tell me anything but show me and so that's where I am today. I would certainly hope that it does not get, well, I was hoping it didn't get like this. We were in a nomination process and that's why I called the lawyer over because I thought we were only supposed to nominate and not have these types of dissertations that I'm giving you so long story short, I've made a short story long but the bottom line is that we have no business getting upset with each other because at the end of the day we all have differences and that's okay. Some of us may be here to work with her or whoever it is through our term. Some of you may not. And so we may not feel how you feel. You may not be here to work with this person. I know I will whoever it is going to be. But we need to take that

into consideration and if you say why I was one person seeing it one way and one person seeing it another. There's many different ways. All I'm saying is let's not argue like you say, accuse each other, get nasty about any of this because at the end of the day this is really small fish in this big pond but think about life and glad that we're in it and living it. This we'll deal with. We'll get through it. Let's stop all the back and forth. Either it's going to happen or it's not, we've got a process for that, we'll determine what's happening next or if not, we'll continue on until we can get whatever votes we need, whatever that may be and it will be what it is. But if we don't get that today, we know how it's going to go. People remain where they are and we'll continue on until we can do something different if we need to. Thank you, Mr. Mayor.

Mr. Mayor: Thank you, Commissioner. The Chair recognizes Commissioner Brandon Garrett from the 8th.

Mr. Garrett: Thank you, Mayor. Since we're all going down this route of why we're supporting who we're supporting, I'm going to put my two cents out there. Looking through all the test scores and the things that the search firm that was hired which by the way also employs a previous administrator, that scoring was very subjective. One of the finalists that the Mayor put forth when he withdrew his name in a letter that he sent to the recruiting firm and to our HR Department stated that the process was set up for the current administrator. True, he did say that we already had somebody in place that was doing a great job from what he could tell but he also stated in his letter that the process was clearly set up for her. And so to me when we're talking about scoring and we're looking at things like that, yes, they are a useful tool but as some of my colleagues have said some of the action that we have seen has led us to make the decisions that we've made. I think that Ms. Douse has done a fantastic job. I've worked with Ms. Allen on numerous occasions and she's done a fantastic job and I also saw the job that she did when she was the Interim Administrator the same as Ms. Douse currently is and I tried to lead the charge when we were without an administrator to hire her and the forces up on this dias would not allow it. And I'll state from a previous commissioner he told me we can't have somebody that strong as an administrator. I'm just stating the obvious up here and this is one of the reasons why I've been supporting Ms. Allen but let it be said that whoever ends up with this job I will support them. Thank you.

Mr. Mayor: Thank you, Commissioner. All right, Madam Clerk, no other colleagues, I'm sorry, Commissioner Francine Scott, you have the floor, madam.

Ms. Scott: Thank you, sir. Just piggyback on what Commissioner Garrett said, you know it's real funny when we get on the dias we hear that there's letters and recommendation and some of the commissioners have privy of them and some of them don't. I think both of them, I think what we need to do is we have two outstanding candidates and may the best person win. We have as Commissioner Mason said that there is processes that we need to go through and I think we should just move on forward.

Mr. Mayor: All right, Madam Clerk, I think there's been another nomination. It's time to go through these. There's a second nomination according to Commissioner Bobby Williams. Didn't he renominate, somebody did –

The Clerk: He asked for reconsideration of Takiyah Douse.

Mr. Mayor: I'm sorry, reconsideration of Takiyah Douse.

Mr. Frantom: That would be reconsideration period, not reconsideration of one candidate, correct?

Mr. Brown: Reconsideration is unnecessary and appropriate if Mr. Williams means he wishes to nominate, to renominate Ms. Douse, he should do so.

Mr. Mayor: Right.

The Clerk: Commissioner Williams, would you like to –

Mr. Williams: I would like to renominate Ms. Douse.

The Clerk: Okay.

Mr. Mayor: All right, there's a renomination for Ms. Douse. All right, colleagues.

Mr. Frantom: Reconsideration for Ms. Allen as well, please.

Mr. Brown: Just the nomination would be appropriate, sir.

Mr. Johnson: Point of clarity, please.

Mr. Mayor: Yes, sir, commissioner from the 1st.

Mr. Johnson: I hate to be a downer over here, but we just heard from everybody. I don't think a vote for reconsideration or renomination makes much sense, so we have a binder to go through today of committee items. I don't know about you all, but I don't want to be here all night. I don't think anybody's mind is going to change today so can we just move on?

Mr. Mayor: I think we owe it to both these women to go through this vote one last time.

Mr. Johnson: So we hope to embarrass them publicly again.

Mr. Mayor: That's not embarrassing. It's our democracy at work. It is. It's our democracy at work.

Mr. Johnson: Okay.

Mr. Mayor: And we're doing what we were elected to do and that's to vote. All right, Madam Clerk, first person up for nomination is Interim Administrator Takiyah Douse.

Mr. Frantom: Nominations are closed.

Mr. Mayor: Yes, nominations are now closed.

The Clerk: Mr. Frantom, did you nominate Ms. Allen?

Mr. Frantom: Ms. Allen.

Mr. Mayor: Yes so we have two nominees, Takiyah Douse, Tameka Allen. First nominee Ms. Takiyah Douse, roll call vote.

The Clerk: All right, we're ready to vote. Mr. Frantom.

Mr. Frantom: No, ma'am.

The Clerk: Mr. Garrett.

Mr. Garrett: No, ma'am.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: No, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: This is for Ms. Douse?

The Clerk: Yes, sir.

Mr. Johnson: Yes, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: Yes, ma'am.

The Clerk: Mr. Mason.

Mr. Mason: No, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: No, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: Yes, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: Yes, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: Yes, ma'am.

The Clerk: Mr. Mayor, there is a tie.

Mr. Mayor: Madam Clerk, my vote is no.

The Clerk: Okay.

Motion ties 5-5.

Mayor Johnson votes No.

Motion fails 5-6.

Mr. Mayor: All right, Madam Clerk, second nominee is for Tameka Allen. Yes, sir, Commissioner Guilfoyle.

Mr. Guilfoyle: This is for the attorney. Attorney Brown, can we do a reverse roll call vote by, it was done back in the early 90's with Chief Few.

Mr. Brown: Your next appropriate action you must take is to vote on the nomination that's on the floor --

Mr. Mayor: Yeah.

Mr. Brown: -- which would be Ms. Allen.

Mr. Mayor: Ms. Allen. So, Madam Clerk, are you prepared roll call vote? Commissioner from the 7th, I see you in the queue.

Mr. Frantom: She's about to call me.

Mr. Mayor: All right.

The Clerk: Mr. Frantom.

Mr. Frantom: Yes, ma'am.

The Clerk: Mr. Garrett.

Mr. Garrett: Yes, ma'am.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Mayor: This is for Tameka Allen.

Mr. Johnson: No, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: No, ma'am.

The Clerk: Mr. Mason.

Mr. Mason: Yes, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: No, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: No, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: Abstain.

Mr. Johnson, Mr. Lewis, Ms. Pulliam and Ms. Scott vote No.

Mr. Williams abstains.

Motion fails 5-4-1.

Mr. Mayor: Ladies and gentlemen, unfortunately we do not have action to take today on a City Administrator. We're going to move forward. That's the end of that. I just want to take a point of personal privilege to thank as a donation from the American Legion Women's Auxiliary Post 63 has donated a 6 by 10 flag that I'm handing over to the City of Augusta and Central Services Director. This is for the replacement of some worn and torn flags. We've been contacted by a lot of folks that said they want to help out so American Legion Women's Auxiliary Post 63 thank you so much for this donation. All right, a couple more here. We've got some acknowledgements to Mr. Jaylen Watson who is a Lucy Laney High School graduate that's won his second Super Bowl with the Kansas City Chiefs. Congratulations to Mr. Watson. And we had

some, the Coliseum Authority Director Cedric Johnson was in the crowd but he's gone. Want to acknowledge some former commissioners, they're gone. So I see, Commissioner Marion Williams, I see you and I think that's it. Madam Clerk, I close out this meeting but before I do there's a group here for Newman Tennis Center. Madam Clerk, with that, this meeting is adjourned. Thank you, ladies and gentlemen, for being here and I'll turn it over to Public Services.

[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 February 13, 2024.

Clerk of Commission



Commission Meeting

February 20, 2024

Edward M. McIntyre Sign for Riverwalk

Department:	N/A
Presenter:	N/A
Caption:	Receive a recommendation from the Central Services Department regarding a different design/concept for the Edward M. McIntyre sign(s) for Riverwalk. (No recommendation from Administrative Services Committee February 13, 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
<u>REVIEWED AND APPROVED BY:</u>	N/A

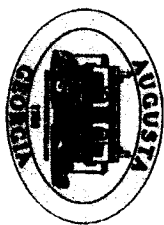
EDWARD M. MCINTYRE, SR.

Augusta
GEORGIA

RIVERWALK

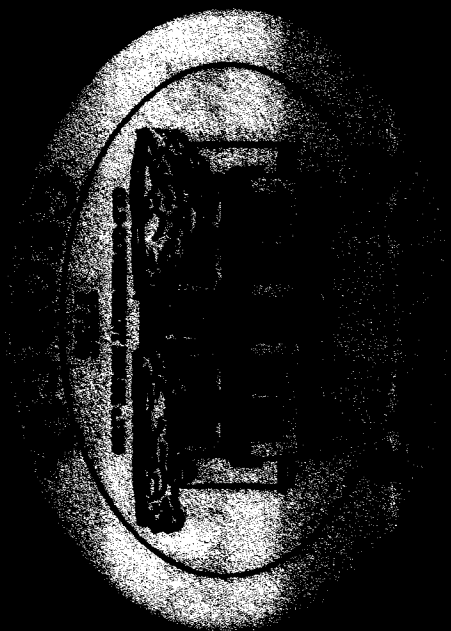


EDWARD M. MCINTYRE, SR.



RIVERWALK

Enlarged View

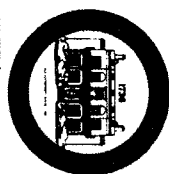


EDWARD M. MCINTYRE, SR.
RIVERWALK

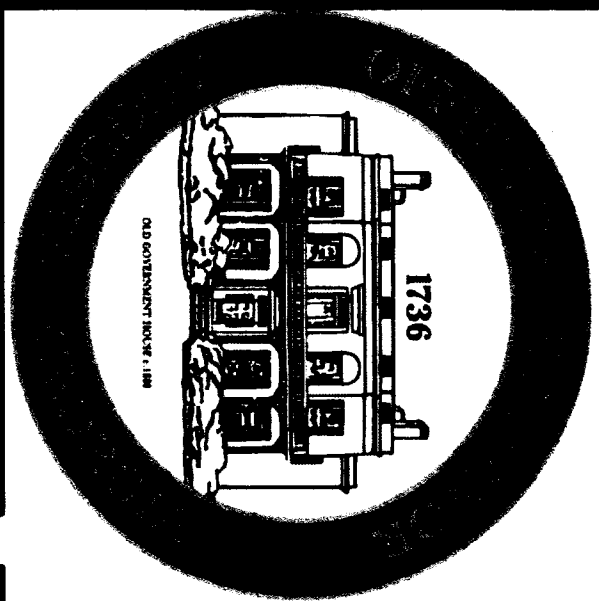
Augusta
GEORGIA



EDWARD M. MCINTYRE, SR. RIVERWALK



Enlarged View



**EDWARD M. MCINTYRE, SR.
RIVERWALK**



Enlarged View





Finance Committee

Meeting Date: February 20, 2024

AO SPLOST 9 Work Session Update

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve moving the SPLOST 9 planning work session from Wednesday, February 21, 2024, at 2pm to Wednesday, February 28, 2024, at 10am.
Background:	Due to the 2024 Augusta Day at the Capitol being held February 21, 2024, we are requesting to move the SPLOST 9 planning work session to Wednesday, February 28, 2024.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve moving the SPLOST 9 planning work session from Wednesday, February 21, 2024, at 2pm to Wednesday, February 28, 2024, at 10am.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Finance Committee Meeting

2/13/24 1:00 pm

2024 Augusta Commercial Property Insurance Renewal

Department:	Finance – Risk Management Division
Presenter:	Donna Williams
Caption:	Request to approve Augusta Commercial Property Insurance coverage for 2024 offered through Affiliated FM, current carrier, for a premium of \$938,639 for full blanket coverage and limited flood coverage in flood prone areas.
Background:	Augusta has elected to use Property Insurance Broker Services and carry commercial property insurance on its properties since consolidation. The Risk Management Office staff inspects all Augusta properties annually and works with insurance company engineers in helping to reduce risk of property loss to Augusta.
Analysis:	MarshMcLennan Agency seeks annual quotes from the insurance market for "all risks" coverage on buildings and contents. Please see attachments for quote summary and list of declinations. Several insurers did not qualify or declined to quote coverage. Quotes are obtained from companies with A or better rating. Affiliated FM is the low bidder and is providing the greatest level of coverage for the exposure. Current coverage carries a \$50,000 deductible per occurrence except for flood and earthquake.
Financial Impact:	A premium for blanket coverage is being offered on total property values of \$975,334,653 for \$938,639 with a \$50,000 deductible. The quote from Affiliated FM includes flood coverage.
Alternatives:	1. Drop coverage and retain risk, 2. Reduce premiums by only insuring those properties representing the largest losses should an event damage the structures (Municipal Building, Law Enforcement Center, Judicial Center, RCCI, etc.)
Recommendation:	Approve Commercial Property Insurance coverage renewal for 2024 through Affiliated FM for a premium of \$938,639 which includes flood coverage and Boiler & Maintenance coverage. Effective March 1, 2024 – February 28, 2025
Funds are available in the following accounts:	611 015212 Risk Management General Insurance Fund Account

REVIEWED AND
APPROVED BY:

Finance

Law

Administrator

Clerk of Commission



Proposal for Insurance Services

Augusta, Georgia

Property Insurance Renewal

Presented By:

Phil Harison

Senior Vice President

Alec Miller, CLCS

Account Executive

Effective:

March 1, 2024

Your future is limitless.SM



We are your local resource.

We are the Southeast hub of Marsh & McLennan agency and have 21 local offices in Georgia, Alabama, Tennessee, Florida, and Kentucky.

We actively support the communities we represent and look to expand our footprint in the coming years.



We have global strength.

Our affiliation with the Marsh family of companies allows us to deliver far more valuable services to our clients including market research, benchmarking reports, technology, exclusive products and pricing, as well as unparalleled leverage with insurance carriers and vendors.



The strength of our solutions lies in the quality of our team.

Our approach means we look at your company holistically, and create a custom plan that aligns with your business strategies, core values and culture. We believe collaboration and teamwork are the key to success and enjoy working with our clients to build personal and professional security.

Marsh & McLennan Agency Client Service Team

Marsh & McLennan Agency LLC

2601 Commons Blvd.

Augusta, GA 30909

Phone: 706-737-8811

Fax: 706-737-3413

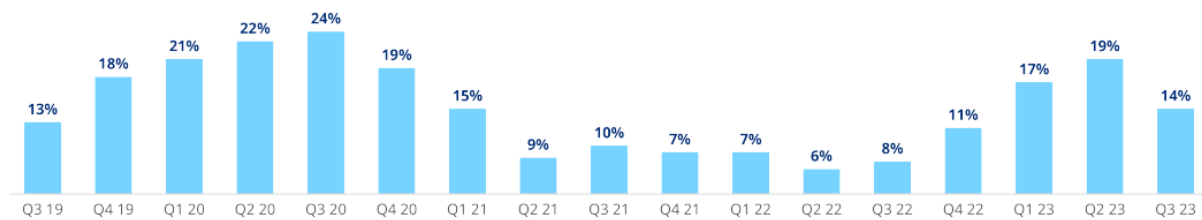
Insurance Placement Administration	
Phil Harison Jr. Senior Vice President	Phone: 706-737-8811 Email: phil.harison@marshmma.com
Alec Miller, CLCS Account Executive:	Phone: 678-294-4514 Email: alec.miller@marshmma.com
Trish Phillips Account Manager	Phone: 706-737-8811 Email: Trish.Phillips@MarshMMA.com
Claims Services	
Claims Representative: Mitzi McCoy, CPCU, AIC Senior Claim Analyst	Phone: 706-434-2404 Email: Mitzi.McCoy@MarshMMA.com

Property coverages

Rate trends

- Rate increases averaged 14% and 23% for catastrophe-exposed property in Q3 2023. Risks with significant high-hazard catastrophe exposures and losses that have predominately been written by excess and surplus (E&S) lines insurers can still experience rate increases in the 50% to 100%+ range.
- However, we have seen more positive activity toward the end of Q3, especially on ground-up, sound risk-managed lighter occupancy risks. There is more admitted market appetite for non-distressed new business, and we expect this trend to continue into Q4 and beyond. This will pressure incumbent admitted markets to "walk back" initial renewal quotes if they are overly punitive.

U.S. composite insurance pricing change – property



Source: Marsh Specialty and Global Placement

Property coverages

Conditions and observations

U.S. Q1–Q3 2023 experienced **twenty-four-billion-dollar** weather and climate disasters

Swiss Re's Urs Baertschi has warned the industry that annual catastrophe losses of **\$100 billion per year** should be considered the "new normal."

Verisk Extreme Event Solutions modelling puts this figure at **\$133 billion per year**.



This map denotes the approximate location for each of the 24 separate billion-dollar weather and climate disasters that impacted the United States in 2023.

Source: NOAA National Centers for Environmental Information (NCEI) U.S. Billion-Dollar Weather and Climate Disasters (2023). <https://www.ncei.noaa.gov/access/billions/>, DOI: 10.25921/stkw-7w73. This map denotes the approximate location for each of the 24 separate billion-dollar disasters in the U.S.

Marsh & McLennan Agency LLC

Premium Summary and Comparison

Policy	Option #1 Affiliated FM	Option #2 Travelers	Option #3 Lloyds London
Commercial Property Premium	\$938,639	\$1,170,402	\$2,438,336

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.

Comments & Conditions:

- 1) Total Insured Values: 2023 Term - \$921,995,240. 2024 Term - \$975,334,653
- 2) The above indications will be firmed up once the below additional underwriting data has been received and updated by the carrier.

Please note, not all of the location addresses match exactly with the new Statement of Values since we are working to confirm about 30 of these new addresses.

The Current TIV includes the new location at 1351 Majestic Skies. No changes made to the Augusta regional airport since we are waiting to see who is responsible for the Contents.

Changes to Expiring Policy:

Flood:

- Adding 386 Prep Phillips Drive to the Flood Tier Appendix and \$2M sub-limit. This is an updated address and the building is in the 100 year flood zone. This will be reflected in the formal proposal.

Deductibles:

- Wind and Hail \$100K per occurrence – this is due to the increasing wind and hail exposure across the south east
- Water Damage \$50K per location – this is due to the increase in water damage exposures and costs over the last 3 years

Vacant Locations are listed below. Building Valuation is Actual Cash Value and policy excludes vandalism, sprinkler leakage, glass breakage, etc.

The following location(s) are considered vacant:

Loc. No.	Title	Address
011		78 & 80 Milledge Road, Augusta, Georgia, 30904, USA
036		5098 Mike Padgett Highway, Augusta, Georgia, 30906, USA
050		1439 Walton Way, Augusta, Georgia, 30901, USA
122		600 Broad Street, Augusta, Georgia, 30901, USA

PROPERTY VALUES:

Reporting the accurate value of your property is an important component of a properly structured property insurance policy. We recommend that you consider obtaining the services of a professional appraisal service who can provide you with the proper basis to determine the amount of coverage to be carried. With a professional appraisal, we, as your insurance agent, will be better prepared to design a property policy that will help protect you in the event of a loss.

SCHEDULE OF LOCATIONS

Location Schedule

Loc. No.	Title	Address
001		1501 Aviation Way, Augusta, Georgia, 30906, USA
002		902 Greene Street, Augusta, Georgia, 30901, USA
003		1568 Broad Street, Augusta, Georgia, 30904, USA
004		1898 Highland Avenue, Augusta, Georgia, 30911, USA
005		530 Greene Street, Augusta, Georgia, 30901, USA
006		520 Fenwick Street, Augusta, Georgia, 30901, USA
007		3421 Mike Padgett Highway, Augusta, Georgia, 30906, USA
008		1 7th Street, Augusta, Georgia, 30901, USA
009		2 10th Street, 901 & 902 Reynolds Street, Augusta, Georgia, 30901, USA
010		850 Ellis Street, Augusta, Georgia, 30901, USA
011		78 & 80 Milledge Road, Augusta, Georgia, 30904, USA
012		2314 Tobacco Road, Augusta, Georgia, 30906, USA
013		2463/2456 Golden Camp Road, Augusta, Georgia, 30906, USA
014		3157 Damascus Road, Augusta, Georgia, 30909, USA
015		1941 Phinizy Road, Augusta, Georgia, 30906, USA
016		425 Wood Street, Augusta, Georgia, 30904, USA
017		2421 Riverlook Drive, Augusta, Georgia, 30904, USA
018		1820 Doug Barnard Parkway, Augusta, Georgia, 30906, USA
019		2822 & 2835 Central Avenue, Augusta, Georgia, 30909, USA
020		1731 Tobacco Road and 234 Pistol Range Road, Augusta, Georgia, 30906, USA
021		101-104 Diamond Lakes Way and 4335 Windsor Spring Road, Hephzibah, Georgia, 30815, USA
022		3647 Karleen Road, Augusta, Georgia, 30906, USA
023		1155 Hephzibah-McBean Road, Hephzibah, Georgia, 30815, USA
024		1101 Bennock Mill Road, Augusta, Georgia, 30906, USA
025		2098 Greenland Road, Augusta, Georgia, 30805, USA
026		1941 Lumpkin Road, Augusta, Georgia, 30906, USA
028		911 4th Street, Augusta, Georgia, 30901, USA
029		4136 Mack Lane, Augusta, Georgia, 30906, USA
030		1840 Wylds Road, Augusta, Georgia, 30909, USA
031		2260 Walton Way, Augusta, Georgia, 30904, USA
032		1237 Laney Walker Boulevard, Augusta, Georgia, 30901, USA
033		1447 Jackson Road, Augusta, Georgia, 30909, USA
034		1927 Lumpkin Road, Augusta, Georgia, 30906, USA
035		346 Watkins Street, Augusta, Georgia, 30906, USA
036		5098 Mike Padgett Highway, Augusta, Georgia, 30906, USA
037		3507 GA Highway 88, Blythe, Georgia, 30805, USA
038		3705 Old Waynesboro Road, Augusta, Georgia, 30906, USA
039		4185 Windsor Spring Road, Augusta, Georgia, 30906, USA
040		3446 Old Louisville Road, Augusta, Georgia, 30906, USA
041		2619 Lumpkin Road, Augusta, Georgia, 30906, USA
042		2618 Richmond Hill Road, Augusta, Georgia, 30906, USA
043		2108 Old Savannah Road, Augusta, Georgia, 30906, USA
045		1920 Martin Luther King Jr Boulevard, Augusta, Georgia, 30901, USA
046		3909 Wrightsboro Road, Augusta, Georgia, 30909, USA

047	302 Watkins Street, Augusta, Georgia, 30901, USA
048	2163 Central Avenue, Augusta, Georgia, 30904, USA
051	1099 Reynolds Street, Augusta, Georgia, 30901, USA
052	3507 Walton Way, Augusta, Georgia, 30906, USA
054	1866 Ellis Street, Augusta, Georgia, 30904, USA
055	2163 Central Avenue, Augusta, Georgia, 30904, USA
056	1898 Martin Luther King Jr Boulevard, Augusta, Georgia, 30901, USA
057	1600 Brown Street, Augusta, Georgia, 30901, USA
058	1 Broad Street, Augusta, Georgia, 30901, USA
059	2917 Willis Foreman Road, Hephzibah, Georgia, 30815, USA
060	1898 Highland Avenue, Augusta, Georgia, 30904, USA
061	2316 Tobacco Road, Augusta, Georgia, 30906, USA
063	520 Greene Street, Augusta, Georgia, 30901, USA
065	1A 5th Street, Augusta, Georgia, 30901, USA
067	2029 Lumpkin Road, Augusta, Georgia, 30906, USA
068	401 Hale Street, Augusta, Georgia, 30901, USA
069	3423 Mike Padgett Highway, Augusta, Georgia, 30906, USA
072	3116A Augusta Tech Drive, Augusta, Georgia, 30906, USA
073	702 3rd Street, Augusta, Georgia, 30901, USA
074	120 Watkins Street, Augusta, Georgia, 30906, USA
075	4330 Deans Bridge Road, Blythe, Georgia, 30805, USA
076	1815 Marvin Griffin Road, Augusta, Georgia, 30906, USA
077	2051 Division Street, Augusta, Georgia, 30904, USA
078	1157 5th Street, Augusta, Georgia, 30901, USA
082	1708-1710 Highland Ave, Augusta, Georgia, 30904, USA
083	1600 Troupe Street, Augusta, Georgia, 30906, USA
084	2105 Lock & Dam Road, Augusta, Georgia, 30906, USA
085	622 4th Street, Augusta, Georgia, 30901, USA
086	2027 Lumpkin Road, Augusta, Georgia, 30906, USA
088	1488 Eisenhower Drive, Augusta, Georgia, 30904, USA
089	965 Hickman Road, Augusta, Georgia, 30904, USA
091	1349 Community Park Road, Augusta, Georgia, 30906, USA
092	308 Warren Road, Augusta, Georgia, 30907, USA
093	644 Aiken Street, Augusta, Georgia, 30901, USA
094	1014 11th Avenue, Augusta, Georgia, 30901, USA
095	1200 Nellieville Road, Augusta, Georgia, 30901, USA
097	3461 Old McDuffie Road, Augusta, Georgia, 30906, USA
098	2315 Tobacco Road, Augusta, Georgia, 30906, USA
100	87 Milledge Road, Augusta, Georgia, 30904, USA
102	1500 Holley Street, Augusta, Georgia, 30901, USA
103	1830 Chester Avenue, Augusta, Georgia, 30906, USA
104	1915 Lumpkin Road, Augusta, Georgia, 30906, USA
105	2740 Mayo Road, Augusta, Georgia, 30907, USA
106	1610 Hunter Street, Augusta, Georgia, 30901, USA
109	432 Telfair Street, Augusta, Georgia, 30901, USA
110	836 Reynolds Street, Augusta, Georgia, 30901, USA
111	3101 Wrightsboro Road, Augusta, Georgia, 30906, USA
112	2001 Lumpkin Road, Augusta, Georgia, 30906, USA
113	101 Riverfront Drive, Augusta, Georgia, 30901, USA
114	3129 GA Highway 88, Blythe, Georgia, 30805, USA
115	2540 Wheeler Road, Augusta, Georgia, 30904, USA
117	1546 Broad Street, Augusta, Georgia, 30904, USA
118	1828 Smith Cemetery Road # 1835, Augusta, Georgia, 30906, USA

119	2760 Peach Orchard Road, Augusta, Georgia, 30906, USA
120	4H Club Rd, Augusta, Georgia, 30906, USA
121	1506 4-H Club Road, Augusta, Georgia, 30906, USA
122	600 Broad Street, Augusta, Georgia, 30901, USA
123	3824 Maddox Road, Augusta, Georgia, 30909, USA
124	3125 Deans Bridge Road, Augusta, Georgia, 30906, USA
125	3117 Deans Bridge Road, Augusta, Georgia, 30906, USA
126	825 Telfair Street, Augusta, Georgia, 30901, USA
127	735 James Brown Boulevard, Augusta, Georgia, 30901, USA
128	3050 Deans Bridge Road, Augusta, Georgia, 30906, USA
129	2816 Washington Road, Augusta, Georgia, 30909, USA
130	1056 Alexander Drive, Augusta, Georgia, 30909, USA
131	1835 Wylds Road, Augusta, Georgia, 30909, USA
132	2023 Highland Avenue, Augusta, Georgia, 30904, USA
133	3409 Mike Padgett Highway, Augusta, Georgia, 30906, USA
134	400 & 402 Walton Way, Augusta, Georgia, 30901, USA
135	511 Reynolds Street, Augusta, Georgia, 30901, USA
136	3463A & 3463B Peach Orchard Road, Augusta, Georgia, 30906, USA
137	452 Walker Street, Augusta, Georgia, 30901, USA
146	712 4th Street, Augusta, Georgia, 30901, USA
147	3405 Mike Padgett Highway, Augusta, Georgia, 30906, USA
148	1850 Broad Street, Augusta, Georgia, 30904, USA
150	928 Telfair Street, Augusta, Georgia, 30901, USA
151	2844 Regency Boulevard Buildings A & B, Augusta, Georgia, 30904, USA
152	2820 Old Highway 1, Hephzibah, Georgia, 30815, USA
155	1001 4th Street, Augusta, Georgia, 30901, USA
156	1803 Marvin Griffin Rd, Augusta, Georgia, 30906-3811, USA
157	3431 Mike Padgett Highway, Augusta, Georgia, 30906-3815, USA
158	912 8th St, Augusta, Georgia, 30901-2918, USA
160	4446 Old Waynesboro Rd, Hephzibah, Georgia, 30815-4352, USA
161	1351 Majestic Skies Way, Augusta, Georgia, 30906, USA

SCHEDULE OF SUB-LIMITED LOCATIONS

Sub-Limited Location Schedule

Loc. No.	Title	Address
050		1439 Walton Way, Augusta, Georgia, 30901, USA
Sub-limit of liability:		
	Personal Property	NOT COVERED
	Real Property	USD 417,909
	Business Interruption	NOT COVERED
081		328 Riverfront Drive, Augusta, Georgia, 30901, USA
Sub-limit of liability:		
	Personal Property	NOT COVERED
	Real Property	USD 441,510
	Business Interruption	NOT COVERED
099		2107 Telfair Street, Augusta, Georgia, 30904, USA
Sub-limit of liability:		
	Personal Property	USD 96,843
	Real Property	NOT COVERED
	Business Interruption	NOT COVERED
107		902 James Brown Boulevard, Augusta, Georgia, 30901, USA
Sub-limit of liability:		
	Personal Property	NOT COVERED
	Real Property	USD 844,602
	Business Interruption	NOT COVERED
153		200 Dorsey Drive, Augusta, Georgia, 30905, USA
Sub-limit of liability:		
	Personal Property	USD 5,232,400
	Real Property	USD 21,852,480
154		205 Dorsey Drive, Augusta, Georgia, 30905, USA
Sub-limit of liability:		
	Personal Property	USD 267,800
	Real Property	USD 2,403,773
159		2803 Wrightsboro Rd, Augusta, Georgia, 30909-3913, USA
Sub-limit of liability:		
	Personal Property	USD 250,000
	Real Property	NOT COVERED
	Business Interruption	NOT COVERED

A. POLICY TERM

FROM: 1 March 2024 12:01 a.m. Standard Time
TO: 1 March 2025 12:01 a.m. Standard Time

B. NAMED INSURED

Augusta Richmond County and its wholly or majority owned subsidiaries, and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT

This Company's total limit of liability, including any insured Business Interruption loss, will not exceed the Policy Limit of USD 500,000,000 as a result of any one occurrence subject to the respective sub-limits of liability shown elsewhere in this Policy.

D. POLICY TERRITORY

Coverage provided by this Policy is limited to property while located within the United States of America.

Cyber Coverage Territory

Coverage provided in Data Restoration; Data Service Provider Property Damage and Business Interruption; and Owned Network Interruption is limited to anywhere in the world except Cuba; Iran; North Korea; Russian Federation; Sudan; Syria; and Crimea, Donetsk People's Republic (DPR) and Luhansk People's Republic (LPR) regions of Ukraine.

E. INSURANCE PROVIDED**Location Schedule**

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as follows:

See attached Schedule of Locations

Sub-Limited Location Schedule

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, not to exceed the limits of liability specified for the coverages indicated, while located as follows:

There shall be no liability under this Policy when "NOT COVERED" is shown.

See attached Schedule of Sub-Limited Locations

F. SUB-LIMITS

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per occurrence basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a location or property, such limit of liability will be the maximum amount payable for all loss or damage.

There shall be no liability under this Policy when "NOT COVERED" is shown as a sublimit.

Accounts Receivable	USD 2,500,000
Arson or Theft Reward	USD 250,000
Attraction Property	NOT COVERED
boiler and machinery	Policy Limit
Brand Protection	Policy Limit
Change of Temperature	USD 100,000
Civil or Military Authority	30 days
Communicable Disease - Business Interruption	NOT COVERED
Communicable Disease - Property Damage	USD 1,000 annual aggregate
communication towers and associated equipment attached to towers	USD 50,000
Contractual Penalties	NOT COVERED
Crisis Management	NOT COVERED

cyber event	<ol style="list-style-type: none"> 1. USD 1,000 annual aggregate for Data Restoration 2. USD 1,000 annual aggregate for Data Service Provider - Property Damage 3. USD 50,000 annual aggregate for loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from cyber event that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on.
Data Restoration	USD 500,000 annual aggregate
Data Service Provider - Business Interruption	NOT COVERED
Data Service Provider - Property Damage	USD 50,000 annual aggregate
Debris Removal	Policy Limit Not to exceed USD 100,000 for Location No. 047, 302 Watkins Street, Augusta, Georgia, 30901, USA
Decontamination Costs	Policy Limit
Deferred Payment	USD 100,000
Demolition and Increased Cost of Construction	Policy Limit
Earth Movement	USD 100,000,000 annual aggregate, not to exceed USD 50,000 annual aggregate for Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Property Damage and Unnamed Property, combined
Errors and Omissions	USD 10,000,000
Expediting Expenses	USD 1,000,000
Extended Period of Liability	NOT COVERED
Extra Expense	USD 5,000,000
fine arts	USD 5,000,000, not to exceed USD 10,000 per item for irreplaceable fine arts

Flood	<p>USD 50,000,000 annual aggregate, not to exceed the following:</p> <ol style="list-style-type: none"> USD 5,000,000 annual aggregate for locations described on Tier I Flood Prone Locations, Appendix A, combined, not to exceed USD 2,000,000 annual aggregate for the following locations, combined: <ul style="list-style-type: none"> Location No. 017, 2421 Riverlook Drive, Augusta, Georgia, 30904, USA; Location No. 065, 1A 5th Street, Augusta, Georgia, 30901, USA; Location No. 084, 2105 Lock & Dam Road, Augusta, Georgia, 30906, USA; Location No. 103, 1830 Chester Avenue, Augusta, Georgia, 30906, USA; Location No. 104, 1915 Lumpkin Road, Augusta, Georgia, 30906, USA; Location No. 113, 101 Riverfront Drive, Augusta, Georgia, 30901, USA; Location No. 126, 825 Telfair Street, Augusta, Georgia, 30901, USA; Location No. 153, 200 Dorsey Drive, Augusta, Georgia, 30905, USA and Location No. 154, 205 Dorsey Drive, Augusta, Georgia, 30905, USA USD 50,000 annual aggregate for Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Property Damage and Unnamed Property, combined
Green Coverage	USD 100,000 not to exceed 25% of the amount of the property damage loss
Gross Earnings	NOT COVERED
Gross Profits	NOT COVERED
Ingress/Egress	NOT COVERED
Land and Water Clean Up Expense	USD 50,000 annual aggregate
landscaping, lawns, shrubs, trees and flowers	USD 100,000, not to exceed USD 1,000 per item
Leasehold Interest	NOT COVERED
Locks and Keys	USD 500,000
Logistics Extra Cost	NOT COVERED
Money and Securities	USD 250,000
Newly Acquired Property	USD 10,000,000

Off-Premises Service Interruption - Business Interruption	NOT COVERED
Off-Premises Service Interruption - Property Damage	USD 1,000,000
Owned Network Interruption	NOT COVERED
pavements and roadways	USD 100,000
Professional Fees	USD 250,000
Property Removed from a Location	Policy Limit
property under construction	USD 500,000
Protection and Preservation of Property - Business Interruption	NOT COVERED
Protection and Preservation of Property - Property Damage	Policy Limit, not to exceed USD 250,000 for security costs
Rental Income	NOT COVERED
Research and Development	NOT COVERED
Soft Costs	USD 100,000
Supply Chain	NOT COVERED
Tax Treatment	USD 100,000
Tenants Legal Liability	USD 100,000
Terrorism	USD 100,000 annual aggregate, not to exceed USD 100,000 annual aggregate for Flood and Property Removed from a Location combined
Terrorism: Supplemental United States Certified Act of Terrorism Endorsement(s)	USD 100,000 for property located in the United States of America
Transit	USD 500,000, not to exceed USD 250,000 for Business Interruption
Unnamed Property	USD 5,000,000
valuable papers and records	USD 2,000,000, not to exceed USD 10,000 per item for irreplaceable valuable papers and records

G. QUALIFYING PERIODS AND DEDUCTIBLES

QUALIFYING PERIODS

This Company will not be liable for loss or damage unless the Qualifying Period below is exceeded. When the Qualifying Period is exceeded, the loss will be calculated beginning from the time of loss or damage. The Qualifying Periods for the following coverages are as follows:

Communicable Disease - Property Damage	48 hours
Data Restoration	48 hours
Data Service Provider - Property Damage	24 hours
Off-Premises Service Interruption - Property Damage	48 hours

DEDUCTIBLES

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one occurrence until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount.

The following deductible amounts shall apply per occurrence, unless otherwise stated, for insured loss or damage under this Policy.

When two or more deductibles apply to a single occurrence, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

When a day equivalent deductible is stated below it is calculated as follows. The 100% daily actual annual Business Interruption value that would have been earned had no loss occurred at the location where the physical damage happened plus that proportion of the 100% annual business interruption value at all other locations where Business Interruption loss ensues, divided by the number of annual working days.

When a % percent deductible is stated below it is calculated as follows:

1. The value of property at the time such loss or damage at the location where loss or damage occurs, in accordance with the valuation section of this Policy.
2. The annual Business Interruption value that would have been earned at the location where loss or damage occurs plus that proportion of the 100% Business Interruption value at all other locations where Business Interruption loss ensues, in accordance with the Business Interruption section of this Policy (if any).

earthquake	USD 100,000 per location
fine arts and valuable papers and records	USD 10,000

Flood	USD 100,000 per location Except USD 500,000 per location for locations described on Tier I Flood Prone Locations, Appendix A
water damage	USD 50,000 per location
wind and hail	USD 100,000
All Other Losses	USD 50,000

H. ADDITIONAL EXCLUSIONS

In addition to the exclusions elsewhere in this Policy, the following exclusions apply unless otherwise stated:

1. Vacant Locations

After 60 days from the date a location becomes vacant, coverage at such location is subject to the following:

This Company will:

1. Apply the following additional exclusions:

This Policy excludes loss or damage caused by or resulting from vandalism or malicious mischief, sprinkler leakage, glass breakage, liquid damage, changes of temperature, changes in relative humidity, theft, fungus, mold or mildew, collapse, and any loss covered under Demolition and Increased Cost of Construction; and

2. Value the insured physical loss amount under this Policy as of the date of loss at the place of loss, and for no more than the interest of the Insured based on the lesser of:

- On property offered for sale on the date of the loss, the selling price.
- On property scheduled for demolition, the increased cost of demolition, if any, directly resulting from insured loss.
- The cost to repair or replace.
- The actual cash value.

The following location(s) are considered vacant:

Loc. No.	Title	Address
011		78 & 80 Milledge Road, Augusta, Georgia, 30904, USA
036		5098 Mike Padgett Highway, Augusta, Georgia, 30906, USA
050		1439 Walton Way, Augusta, Georgia, 30901, USA
122		600 Broad Street, Augusta, Georgia, 30901, USA

DEFINITIONS is amended to include:

vacant means:

The Real Property is unoccupied or the property does not contain enough personal property, machinery or equipment to conduct customary business operations or services;

The Insured is the owner, or lessor, and 30% or less of the total rentable square footage of the location is leased, rented or occupied; or

The Insured is the lessee and the area rented to the Insured does not contain enough personal property, machinery or equipment to conduct customary business operations or services.

Real Property that is under active construction or renovation is not considered vacant unless construction or renovation has ceased for more than 60 consecutive days.

2. Property Exclusion - PRO 408 (01/17)

PROPERTY EXCLUDED is amended to include:

2020 Leona Street, Augusta, Georgia, 30901, USA
 1559 Eagles Way, Augusta, Georgia, 30904, USA
 1860 Kissinghower, Augusta, Georgia, 30906, USA
 4977 Windsor Spring Road, Augusta, Georgia, 30906, USA
 2830 Central Ave, Augusta, Georgia, 30909, USA
 2625 Washington Rd, Augusta, Georgia, 30904, USA
 525 Telfair St, Augusta, Georgia, 30901, USA
 5th Laney Walker, Augusta, Georgia, 30901, USA
 1698 Hunter Street, Augusta, Georgia, 30901, USA
 1800 Heath Street, Augusta, Georgia, 30904, USA
 2510 Allen Street, Augusta, Georgia, 30904, USA
 1132 Merry Street, Augusta, Georgia, 30904, USA
 1516 Fenwick Street, Augusta, Georgia, 30904, USA
 401 Walton Way, Augusta, Georgia, 30901, USA

3. Personal Property Exclusion - PRO 408 (01/17)

PROPERTY EXCLUDED is amended to include:

Personal Property at the following location(s):

Loc. No.	Title	Address
031		2260 Walton Way, Augusta, Georgia, 30904, USA
032		1237 Laney Walker Boulevard, Augusta, Georgia, 30901, USA
033		1447 Jackson Road, Augusta, Georgia, 30909, USA
034		1927 Lumpkin Road, Augusta, Georgia, 30906, USA
126		825 Telfair Street, Augusta, Georgia, 30901, USA

4. Transmission and Distribution Systems Exclusion - PRO 132 (01/19)

PROPERTY EXCLUDED is amended to include:

transmission and distribution systems, except at a described location but not within the 1,000 feet extension provided by the PROPERTY INSURED wording.

5. Location Debris Removal Only Coverage (Property Damage) - PRO 383 (04/15)

PROPERTY EXCLUDED is amended to include the following:

Property at the following location(s):

Loc. No.	Title	Address
047		302 Watkins Street, Augusta, Georgia, 30901, USA

Except for Debris Removal coverage.

This Policy covers Debris Removal for the following location(s):

Loc. No.	Title	Address
047		302 Watkins Street, Augusta, Georgia, 30901, USA

6. Fort Eisenhower Exclusion - PRO 408 (01/17)

PROPERTY EXCLUDED is amended to include:

All property at Fort Eisenhower, Augusta, Georgia, 30905, USA

Except at the following location(s):

Loc. No.	Title	Address
153	Fort Eisenhower Irrigation Water Treatment Plant	200 Dorsey Drive, Augusta, Georgia, 30905, USA
154	AUD Fort Eisenhower Admin Building	205 Dorsey Drive, Augusta, Georgia, 30905, USA

Property Definitions

Actual Cash Value: This valuation method pays for the cost to repair or replace damaged property with like kind and quality, less reasonable deductions for wear and tear, deterioration, and economic obsolescence.

Agreed Value: This coverage is used to remove the coinsurance requirement for covered property. With it your company agrees that the amount of coverage purchased is adequate, and any coinsurance requirements are waived if the limit of insurance equals the agreed value.

Basic Cause of Loss: This coverage is used to provide protection for the following causes of loss: fire, lightning, explosion, windstorm, hail, smoke (except from agricultural smudging or industrial operations), aircraft, vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, and volcanic action.

Broad Cause of Loss: This coverage is used to provide protection for the following causes of loss: fire, lightning, explosion, windstorm, hail, smoke (except from agricultural smudging or industrial operations), aircraft or vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, breakage of glass, falling objects, weight of snow, ice or sleet (except for damage to gutters, downspouts or personal property outside of buildings), and limited water damage.

Business Income: This coverage is used to insure against loss of income that you experience because of a suspension of your business when insured property has been damaged by a "covered" peril. If indicated on the proposal, it may also include additional expenses needed to continue business. Refer to the specific Business Income form for any set "period of restoration" limitations.

Coinurance: A policy may contain a coinsurance clause requiring that the limit of coverage be a minimum percentage (usually 80%) of the insurable value of your property. If the amount of insurance carried is less than what is required by this clause, any claim payment may be reduced by the same percentage as the deficiency. For example, covered property worth \$100,000 may require a minimum of 80%, or \$80,000, of coverage for compliance with the policy's coinsurance requirement. If only \$60,000 of coverage is carried (25% less than the required \$80,000), then any loss payment would be reduced by 25%.

Coverage Summary: Direct physical loss of or damage to covered property at described premises caused by or resulting from a covered Cause of Loss.

Earthquake: This coverage is used to provide protection for loss due to earth movement including earthquake shocks and volcanic eruption.

Flood: This coverage is used to provide coverage against loss due to water damage arising from flooding, surface water, tides, tidal waves, and the overflow of any body of water.

Functional Replacement Cost: This valuation method is used in situations where replacing damaged or destroyed property is impractical, impossible, or unnecessary. It affords you the ability to substitute property which is substantially different in value or cost from the original property. Consequently, you are allowed to carry policy limits lower than what would normally be required.

Property Definitions - Continued

Guaranteed Replacement Cost: When added to your policy, this endorsement guarantees to repair or rebuild a covered building even if the reconstruction costs are greater than the amount of coverage specified for that building.

Property Specific Basis: Property protection is provided for a specified limit of insurance at each individually described premise.

Property Blanket Basis: Blanket protection combines a number of separate property coverages and/or coverages at two or more locations under a single combined limit of insurance.

Replacement Cost: This valuation method pays for the cost to repair or replace damaged items with like kind and quality without deduction for depreciation. This is important since you could face a substantial loss if you must replace property at today's prices but receive only the depreciated value of the property that was destroyed.

Special Cause of Loss: This coverage will protect covered property against direct physical loss arising from any cause not specifically "excluded". Example of exclusions are **flood, earthquake**, rust, corrosion, fungi, mold, damage to property being worked on, artificially generated electrical currents, damage by rain, snow, or sleet to property in the open. Refer to the special cause of loss form for additional exclusions.

Vacancy: All property policies include a condition that limits or reduces coverage when a building is **vacant** or considered vacant as defined by the insurance policy. For certain causes of loss, coverage is completely eliminated. The policy can include wording that defines a building as considered **vacant** beyond a certain period of time or a certain percentage of the square footage of the building is not used to conduct customary operations. In most cases, policies or coverage forms that apply to commercial property require additional premium and endorsement in order for insurance coverage to continue during a period of **vacancy**.

Valuation: The value basis by which the covered property is replaced after the loss.

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.

PROPERTY VALUES:

Reporting the accurate value of your property is an important component of a properly structured property insurance policy. We recommend that you consider obtaining the services of a professional appraisal service who can provide you with the proper basis to determine the amount of coverage to be carried. With a professional appraisal, we, as your insurance agent, will be better prepared to design a property policy that will help protect you in the event of a loss.

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.

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.

AM Best Rating Scale

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – (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.

For the most current version, visit www.ambest.com/ratings/index.html. 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 "Guide to Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission.

Copyright © 2021 by A.M. Best Company, Inc. and/or its affiliates. ALL RIGHTS RESERVED.

Version 121719

Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

Coverage Description	Effective Date/Annual Premium
	3/1/2024 – 3/1/2025 Annual Premium:

(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.



Finance Committee Meeting

Meeting Date: 2/13/24 1:00 PM

Workers Compensation Administration Services

Department:	Finance – Risk Management Division
Presenter:	Donna Williams
Caption:	Motion to approve continued service with Workers Compensation Provider, CorVel, for renewal for Year 5.
Background:	Augusta issued RFP 20-123 for third party administration of Worker Compensation Services. Contract was awarded to Corvel in February 2020 for a three year term with two one year extensions.
Analysis:	Corvel has provided quality services in this area. We recommend exercising the second one year extension of this contract.
Financial Impact:	\$90,000 for contract term 3/1/24-2/28/25, no change from current term
Alternatives:	Consider new RFP for Worker Compensation Administration Services.
Recommendation:	Approve current vendor, Corvel, for 1 year renewal, year 5 of existing contract 3/1/24-2/28/25.

Funds are available in the following accounts: 621-015231

REVIEWED AND APPROVED BY:

Finance
Law
Administrator
Clerk of Commission

AMENDMENT #4

Item 24.

This Amendment is entered into and made effective February 29, 2024 by and between CorVel Enterprise Comp, Inc., (CorVel) and Augusta Georgia Consolidated Government (Customer).

Whereas, CorVel and Customer entered into the Services Agreement with an Effective Date of March 1, 2020 as amended (the "Agreement") pursuant to which CorVel agreed to provide Customer certain third party claims administration services and bundled managed care services.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to:

- **Amend Section 8A ("Term") Renewing the Agreement for the optional one (1) Year Renewal Term effective February 29, 2024 through February 28, 2025.**
- **Amend Section 1 Exhibit B ("Fees") of the Agreement adding Annual Fees for the Renewal Terms as follows:**

Fee Sheet 1 Year Optional Renewal Term – February 29, 2024 through February 28, 2025:
\$90,000.00

CONTRACT PAYMENTS:

Annual Fee February 29, 2024 to February 28, 2025 \$90,000.00*

****Claims Administration Flat Fee for Life of Contract assumes agreement of terms and delivery of CorVel's Managed Services in support of claims management to impact the overall cost of claims for Augusta. Should Carrier Insurance Fees apply, they will be billed from carrier to client.***

- **Amend Section 1 Exhibit B ("Fees") of the Agreement modifying the Pharmacy pricing during the Renewal Terms as follows:**

Pharmacy Solutions

Description of Services	Pricing
Retail Pharmacies	
Brand	AWP -10% + \$3.00 dispensing fee
Generic	AWP -35% + \$3.00 dispensing fee
Mail Order	
Brand	AWP -13% + \$1.50 dispensing fee
Generic	AWP -45% + \$1.50 dispensing fee

Signatures Next Page

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

Augusta Georgia Consolidated Government Amendment 4 (1 Year Renewal Term with Annual Fees) to Services Agreement 1-24-24

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, CorVel and Customer have caused this Amendment to be executed by the persons authorized to act in their respective names.

**AUGUSTA GEORGIA CONSOLIDATED
GOVERNMENT**

CORVEL ENTERPRISE COMP, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

Augusta Georgia Consolidated Government Amendment 4 (1 Year Renewal Term with Annual Fees) to Services Agreement 1-24-24



Finance Committee Meeting

2/13/24 1:15 pm

Excess Workers' Compensation Insurance Renewal

Department:

Finance – Risk Management Division

Presenter:

Donna Williams

Caption:

Approve Excess Workers' Compensation Insurance with Safety National Casualty with statutory limits and a \$1,000,000 Self Insured Retention (SIR – otherwise known as the deductible) to cover all positions for a premium of \$546,894.

Background:

Excess Workers Compensation coverage (a per occurrence policy) has been purchased in the past as a measure to cap any potential catastrophic loss against Augusta-Richmond County. Augusta's current SIR is \$1,000,000. Stated simply each worker's compensation claim has the potential cost of \$1,000,000 to the government before the excess coverage policy takes effect.

Analysis:

Past claim experience, current claim exposure, and potential future cost were considered. It was determined that an SIR of \$1,000,000 is appropriate for our level of risk. Corvel, our Workers' Compensation Third Party Administrator, was requested to obtain quotes from A or A+ companies.

Corvel received the following quotes from the following companies:

Safety National Casualty

The following companies declined to provide an offer:

Midwest Employers

Arch

Financial Impact:

Maintaining the SIR of \$1,000,000 offers the greatest value to Augusta-Richmond County government.

Alternatives:

1) Increase current level of coverage to SIR of \$1,250,000 per claim at a cost of \$487,950 or

2) Drop coverage accepting full exposure/cost for any catastrophic job-related injury.

Recommendation: Approve coverage with Safety National Casualty (lowest premium quote) with SIR of \$1,000,000 for all positions with Statutory Limit for a deposit premium of \$546,894.

Funds are available in the following accounts: 621 01 5233 55.21110 WC/Risk Management

**REVIEWED AND
APPROVED BY:**

Finance
Law
Administrator
Clerk of Commission



Gallagher

Insurance | Risk Management | Consulting

Item 25.



Augusta-Richmond County

Risk Management & Insurance Executive Summary

1.24.2024

Presented by:

Scott Thomason | Regional Director, Public Sector

Matt Simmons | Senior Director, Public Sector

John Beckett | Client Account Executive



Gallagher

335

Table of Contents

Go To Market Strategy.....

Marketing Results

Renewal Options.....

1

2

3

Go To Market Strategy

Based on forecasted market conditions, your risk profile and your loss experience Gallagher has recommended a Go-To-Market strategy as follows:

1

Negotiate and Renew with the incumbent carrier(s)

2

Negotiate with a few carriers, including the incumbent carrier(s)

3

Negotiate with as many markets as we think are viable

Augusta-Richmond County

#	Line of Coverage	Incumbent Market	GTM Strategy	Notes/Comments
1	Excess Workers Comp	Safety National	3 Full Marketing	Full marketing effort in 2024 to evaluate market appetite
2				
3				

Typical Underwriting Information Requested:

- 1. Updated Exposures – Estimated Payroll by Class Code
- 2. Completed Carrier Applications
- 3. Qualitative Information / Risk Control Program Accomplishments

Marketing Results

1. Safety National - Quoted

- A. Provided multiple retention options of \$1M (Expiring), \$1.25M and \$1.5M

2. Midwest Employers - Declined

- A. Would require split retentions of \$1M/\$2.5M (All other employees/Police and Fire)
- B. Premium indication would not be competitive, starting at \$750k, for higher retentions

3. Arch - Declined

- A. Minimum retention would be at least \$2M
- B. Pricing would not be competitive

Renewal Options

Augusta Richmond				
Policy Effective Date:	3/1/2024	Broker:	Scott Thomason	
Policy Expiration Date:	3/1/2025	Issue Date:	1/23/2024	
Program Overview	Expiring	Option 1	Option 2	Option 3
Excess Workers Compensation				
Carrier	Safety National	Safety National	Safety National	Safety National
AM Best Rating	A++, XV	A++, XV	A++, XV	A++, XV
Estimated Payroll	\$134,621,738	\$141,352,826	\$141,352,826	\$141,352,826
Minimum Premium	90%	90%	90%	90%
Policy Term	1 Year	1 Year	1 Year	1 Year
Exposure Change		5.0%	5.0%	5.0%
Coverage Details				
Excess Workers Comp				
Workers Comp Limit	Statutory	Statutory	Statutory	Statutory
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Self-Insured Retention (SIR)	\$1,000,000	\$1,000,000	\$1,250,000	\$1,500,000
Police/Fire SIRs	\$1,000,000	\$1,000,000	\$1,250,000	\$1,500,000
Aggregate Attachment				
Aggregate Limit				
Premium+ Details				
Excess Workers Comp				
Annual (Deposit) Premium	\$510,620	\$546,894	\$487,950	\$388,720
Payroll Basis	Estimated	Estimated	Estimated	Estimated
Buffer Layer				
Annual (Deposit) Premium				
Payroll Basis				
Risk Management Services				
Risk Mgmt Fee	N/A	N/A	N/A	N/A
Total Premium+	\$510,620	\$546,894	\$487,950	\$388,720
Net Rate Change		2.10%	-9.44%	-28.87%
Ground up Loss Projection	\$3,919,320	\$4,202,449	\$4,202,449	\$4,202,449
Projected Excess Losses	-\$633,428	-\$303,118	-\$225,000	-\$153,132
Total Cost of Risk	\$3,796,512	\$4,446,225	\$4,465,399	\$4,438,037
Net TCOR Change		17.1%	17.6%	16.9%
Cost per \$100/Payroll	\$2.82	\$3.15	\$3.16	\$3.14

DISCLAIMER: Premium+ includes any surplus lines taxes and fees if applicable. Broker Compensation is included unless specified as a broker fee. This summary is an outline of certain terms and conditions of the insurance proposed and does not include all of the terms, coverages, exclusions, and conditions of the actual policy language. We make no warranties with respect to policy limits, deductibles, or coverage considerations of the carrier.



Finance Committee

Meeting Date: February 13, 2024

New Arena Intergovernmental Agreement

Department:	Finance
Presenter:	Timothy E. Schroer, Deputy Finance Director
Caption:	The New Arena Intergovernmental Agreement (IGA) describes the terms and responsibilities between Augusta and the Augusta Richmond County Coliseum Authority for the issuance of bond and construction of the New James Brown Arena (JBA).
Background:	In November 2023 the voters approved a new James Brown Arena to be funded by the issuance of General Obligation Bonds issued by Augusta. The Augusta Richmond County Coliseum Authority which operates the JBA has been charged with the construction of the new arena entertainment complex.
Analysis:	The attached IGA has been drafted in coordination with the Augusta Richmond County Coliseum Authority and is one of the integral documents related to the issuance of bonds and the construction of the new JBA. On January 30, 2024, the Augusta Richmond County Coliseum Authority reviewed and approved the IGA. Upon Augusta's approval and execution of the IGA, the Coliseum Authority will begin the process of procuring a general contractor.
Financial Impact:	N/A
Alternatives:	Revise terms of IGA
Recommendation:	Approve IGA as presented
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY COLISEUM AUTHORITY

as Authority

And

AUGUSTA, GEORGIA

as Augusta

NEW ARENA INTERGOVERNMENTAL AGREEMENT

Dated as of _____, 2024

THIS NEW ARENA INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made effective the ____ day of _____, 2024, by and between AUGUSTA, GEORGIA (“**Augusta**”) and AUGUSTA RICHMOND COUNTY COLISEUM AUTHORITY, a public corporation (“**Authority**”).

RECITALS

A. Augusta is a political subdivision of the State of Georgia and a consolidated city-county government pursuant to the laws of the State of Georgia.

B. Authority is a public corporation duly created and existing under the laws of the State of Georgia and owns and operates the Augusta Entertainment Complex.

C. Augusta and Authority are authorized under the Constitution and laws of the State of Georgia to enter into this Agreement for the purposes set forth herein.

D. The Augusta Entertainment Complex, located at 601 7th Street, Augusta, Georgia, is composed of the Bell Auditorium, the existing James Brown Arena, and the associated parking facilities (the “Entertainment Complex”).

E. Augusta determined that it is in the best interest of the citizens of Augusta and Richmond County that the Augusta Entertainment Complex be updated by renovating the Bell Auditorium and constructing a new arena to replace the existing James Brown Arena (the “New Arena”).

F. The Augusta-Richmond County Commission adopted a resolution to call for a referendum for the voters of Augusta-Richmond County to decide if a special 0.5 percent sales and use tax should be imposed to fund coliseum capital outlay projects and project costs pursuant to Part 3 of Article 3 of Chapter 8 of Title 49 of the Official Code of Georgia.

G. A referendum was conducted on November 7, 2023 and a majority of the votes cast were in favor of the imposition of a special 0.5 percent sales and use tax should be imposed to fund coliseum capital outlay projects and project costs.

H. Through its prior and current operation of the Augusta Entertainment Complex, Authority possesses unsurpassed experience and knowledge as to the requirements of the Augusta Entertainment Complex, local conditions as well as the resources needed to efficiently operate such facilities and agrees to provide such time, expertise, and knowledge as necessary to develop, design, construct and furnish the facilities contemplated under this Agreement and to operate the facilities in the future for the benefit of the citizens of Augusta.

I. Augusta desires to have Authority undertake and manage the construction of the New Arena, to accept title to the New Arena and to operate the New Arena in the future for the benefit of Augusta and its citizens.

J. Authority is willing to perform such services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions. The following words and terms have the meanings set forth below.

“Agreement” means this contract, including all Exhibits and any amendments hereto or thereto.

“Application for Payment” means the form acceptable to Authority that is to be used by the Contractor during the course of the Work in requesting payment from Authority and that is to be accompanied by such supporting documentation as is required by the Contract Documents.

“Architect” means the Design Professional engaged by Authority as the principal architect for the Improvements, to perform or provide the Design Services. The Architect shall be registered and qualified to practice under the laws of the State. The initial Architect is Perkins and Will.

“Architect Agreement” means the agreement between Authority and the Architect, that includes the performance of the Design Services, a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference; provided, however, that such Architect Agreement may be amended from time to time without the consent or approval of any other party hereto so long as the Project Budget is not thereby increased.

“Arena Construction Sub-committee” means the subcommittee designated by the Authority to oversee the construction of the Project.

“Authorized Augusta Representative” means the person at the time designated to act on behalf of Augusta. The Authorized Augusta Representative shall be the individual serving as the Administrator of Augusta, Georgia.

“Authorized Authority Representative” means the person at the time designated to act on behalf of Authority by written certificate furnished to Augusta.

“Bond Documents” means the bond resolution and related documents adopted or approved by the Augusta-Richmond County Commission in connection with the issuance of the Series 2024 Bonds.

“Building Permits” means all of the building permits to be issued by all Governmental Authorities that are required for the construction of the Improvements. “Building Permit” shall mean any one of the Building Permits.

“Change Order” means a written order issued after the Effective Date, authorizing a change in the Design Services, the Development Services or the Work and approved by Authority.

“Commencement Date” means the date of commencement of the Work.

“Completion Date” means the date of completion of the acquisition, construction, and installation of the Project, as that date shall be certified as provided in Section 3.06 hereof.

“Construction Agreement” means any agreement between Authority and any Construction Party for the performance of any of the Work, including, without limitation, the Contractor Agreement.

“Construction Contracts” means contracts between Authority and any Construction Party, including the Contractor Agreement and the contracts between Authority and suppliers of materials and Equipment.

“Construction Costs” means all amounts payable by Authority to any Construction Party, and any other costs and expenses paid or incurred by or on behalf of Authority, for the performance of the Work. The Improvements shall be constructed under one agreement with the Contractor.

“Construction Documents” means the architectural and engineering documents setting forth the design for the Project prepared by the Design Professionals, approved by Authority (a copy of which are to be provided to Augusta), as and to the extent provided in Article IV hereof. Construction Documents include, but are not limited to, the Specifications, the Drawings, the Supplementary General Requirements, the General Requirements, and all Addenda (as such terms are defined in the Contractor Agreement).

“Construction Fund” means the separate account established by Augusta into which the proceeds from the sale of the Series 2024 Bonds and all interest earned thereon are deposited to pay or reimburse Construction Costs and Design Costs. The proceeds deposited into the Construction Fund may be further segregated into subaccounts as determined by Augusta, and such proceeds may be allocated or re-allocated between any such subaccounts from time to time as determined by Augusta.

“Construction Party” means the Contractor or any other Person that is engaged directly by Authority to perform any of the Work.

“Construction Phase” means the period of time beginning on the Commencement Date and ending on the date Final Completion occurs.

“Contract Documents” include the executed Contractor Agreement, , the Construction Documents, and all Change Orders (the term “Change Order” as used in this definition of Contract Documents shall have the meaning ascribed thereto in the Contractor Agreement).

“Contractor” means the Person that is selected through a competitive process as described in Article III.

“Contractor Agreement” means the contract to be entered into between Authority and the Contractor for construction of the Improvements, as may be amended from time to time without the consent or approval of Augusta so long as the Project Budget is not increased.

“Costs of the Project” means those costs and expenses in connection with the acquisition, construction, equipping, renovation and installation of the Project permitted by Article III hereof to be paid or reimbursed from proceeds of the Bonds.

“Design Agreement” means any agreement between Authority and any Design Professional for the performance of any Design Services, including, without limitation, the Architect Agreement.

“Design Costs” means the fees and reimbursable expenses payable to the Architect and all other Design Professionals, and any other costs and expenses paid or incurred by or on behalf of Authority, for the Design Services.

“Design Development Documents” consist of plans, elevations, and other drawings and outline specifications, approved by Authority, a copy of which shall be provided to Augusta as provided in Article IV hereof. These documents will fix and illustrate the size and character of the entire Project in its essentials

as to kinds of materials, type of structure, grade, elevations, sidewalks, utilities, roads, parking areas, mechanical and electrical systems, and such other work as may be required.

“Design Documents” means, collectively, the Schematic Design Documents, the Design Development Documents and the Construction Documents.

“Design Phase” means the phase during which the Design Documents are prepared by the Design Professionals and submitted to Authority as provided in Article III hereof, and which may overlap the Construction Phase during completion of the Design Documents.

“Design Professionals” means the Architect and any other architect or engineer or architectural or engineering firm selected by Authority (i) for the design and preparation of Contract Documents governing the construction of the Project, or (ii) for construction contract administration under the Contract Documents, or (iii) for both, all such services and the scope thereof to be set forth in the Design Professional Contract. The Design Professional is not an employee of Authority but is engaged or retained by it for the purpose of performing design and construction administration services for the Project. The term “Design Professional” includes architects, engineers, surveyors, designers, and other consultants retained by the Design Professional.

“Design Services” means those services to be provided by the Architect and other Design Professionals in connection with the design of the Improvements, the installation of furniture, fixtures and equipment therein, and the administration of the Project.

“Owner’s Representative” means the Owner’s Representative engaged by Authority that may perform all or some of the Development Services and serves as the Authorized Authority Representative. The initial Owner’s Representative shall be selected by Authority pursuant to Article III.

“Development Costs” means all costs and expenses of any kind or nature whatsoever (other than Design Costs and Construction Costs) paid or incurred for or in connection with the Development Services, including, but not limited to, any costs or expenses paid to the Owner’s Representative.

“Development Services” means the services required to be performed or procured by Authority pursuant to the terms and provisions of this Agreement, other than the Design Services and the Work, as described in Article IV hereof.

“Effective Date” means the later of the following: (1) the date this Agreement is executed by Augusta, as indicated below its execution hereon; or (2) the date this Agreement is executed by Authority, as indicated below its execution hereon.

“Expiration Date” means the date on which the services to be provided under this Agreement are complete as determined pursuant to Section 3.06 or the termination of this Agreement, whichever occurs sooner.

“Equipment” means the equipment, machinery and furnishings comprising a portion of the Project.

“Event of Default” means any event specified in Article VIII of this Agreement.

“Favorable Opinion of Bond Counsel” means, with respect to any action taken which requires such opinion, or unqualified opinion of Butler Snow LLP or such other independent counsel acceptable to

Augusta to the effect that such action will not adversely affect the tax-exempt status of the Bonds for federal income tax purposes.

“Final Completion” shall mean (i) the occurrence of all of the requirements for “Final Completion” set forth in in the Contractor Agreement and (ii) the installation of all furniture, fixtures and equipment in the Improvements as required by the Construction Documents.

“Force Majeure” means (a) any strike, lockout, or labor dispute not caused by the negligence non-performing party or breach of a labor contract by the non-performing party; (b) the inability to obtain labor or materials not resulting in any way from the negligence or any act or omission of the non-performing party; (c) an Act of God; (d) governmental restrictions; regulations or controls not existing as of the date of this Agreement; (e), enemy or hostile governmental action; (f) civil commotion, insurrection, sabotage, fire or other casualty not resulting from the non-performing party’s negligence or other actions; (g) any form of regional, national or global pandemic that prevents or otherwise prohibits performance; or, (h) any other condition beyond the reasonable control of the responsible party.

“Force Majeure Delay” means any period of time during which the commencement, prosecution or completion of the development, design or construction of the Project, or any aspect thereof, or the performance of the Design Services, the Development Services or the Work, or any of Authority’s other duties and obligations under this Agreement, is delayed by events of Force Majeure, but only to the extent that such delay impacts the critical path of the Design Services, the Development Services or the Work, or any of Authority’s other duties and obligations under this Agreement.

“Governing Body” means, in the case of Authority, the duly appointed members of the Authority and, in the case of Augusta, the Augusta-Richmond County Commission.

“Governmental Authority” means any federal, state, county or municipal governmental authority, including all executive, legislative, judicial and administrative bodies thereof.

“Governmental Requirement” means all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives promulgated by a Governmental Authority and applicable to the Project or the performance by Authority of its duties and obligations under this Agreement.

“Improvements” means those certain facilities and improvements constituting part of the Project and not constituting part of the Equipment, which are or shall be located on the Premises.

“Material Completion” shall mean the date of substantial completion of the Project as provided in Section 3.06.

“Permits” means any and all certificates, licenses, permits, authorizations, consents and other approvals by the applicable Governmental Authority having jurisdiction in such matters required to be obtained, issued, granted or received for the performance of the Work, specifically including, without limitation, the Building Permits, but specifically excluding any rezoning, zoning variance or similar approval, if required.

“Person” means any individual, firm, corporation, partnership, trust, unincorporated business association or Governmental Authority.

“Plans and Specifications” means the detailed plans and specifications for the construction of the Project prepared by the Architect or by architects and engineers acceptable to the Architect, as amended from time to time by Authority, a copy of which is or will be on file with Authority and Augusta.

“Program Management Agreement” means the Program Management Agreement between Authority and the Owner’s Representative, which may be amended from time to time without the consent or approval of any other party hereto so long as the Project Budget is not increased.

“Project” means the facility to be developed, designed and constructed pursuant to this Agreement, which includes the Building (the Building consisting of an arena with a minimum seating capacity of 10,500 seats, 12 premium seating seats, combined back of house areas servicing the new arena and the existing Bell Auditorium, and having an exterior and interior design consistent with the renderings provided to Augusta and as shown on Authority’s www.newaugustarena.com website) and the completion of the renovations to the Bell Auditorium, and which shall include, as the context shall require, the Site, the Improvements, the Equipment, together with all furniture, fixtures and related items installed therein.

“Project Budget” means the detailed estimate of the Project Costs developed by or at the direction of Authority. Modifications to the Project Budget which do not exceed the total of the net proceeds from the sale of the Series 2024 Bonds deposited into the Construction Fund plus any interest earned on such proceeds are not considered an increase in the Project Budget.

“Project Costs” means the sum of (i) all Design Costs, (ii) all Development Costs and (iii) the Construction Costs, including all claims, losses, liens, judgments, settlements, and costs and expenses of litigation, including attorney’s fees, arising from or with respect to the Work pertaining to any part of the Project.

“Project Schedule” means the schedules for all material activities required by this Agreement, required to construct the Improvements and to install all furniture, fixtures and equipment therein and the time periods during which such services are estimated to be completed.

“Request for Payment” means a request by Authority for payment of Project Costs.

“Schematic Design Documents” means the schematic design plans and elevations showing the scale and relationship of Project or its Components, approved by Authority, a copy of which shall be submitted to the Authorized Augusta Representative. Schematic Design Documents consist of written and graphic (drawings, sketches, etc.) presentations that will enable Authority to determine if the intent of the Project is being addressed and shall consist of at least the following: (a) Schematic Site Plan; (b) Floor Plans; and (c) Elevations.

“Series 2024 Bonds” means the general obligation bonds designated “Augusta, Georgia General Obligation Bonds (New Arena Project), Series 2024,” dated the date of their issuance and delivery in the principal amount of \$250,000,000.00 to be issued by Augusta, and any bonds issued in substitution or exchange therefor.

“Site” means the parcel of land upon which the improvements are to be constructed and more fully described in Exhibit “A” attached hereto, which, by this reference thereto, is incorporated herein.

“State” means the State of Georgia.

“Supplemental Instruction” means a minor change, including minor changes necessary to clarify a specification or resolve a technical execution problem, during the Construction Phase, involving or resulting in no change in the Project Budget.

“Surety Bonds” means the performance and payment bonds required to be obtained by Contractor pursuant to the general conditions of the Construction Contract in the Contractor Agreement.

“Work” means all labor, materials, and services necessary to produce the construction of the Project in accordance with the Contract Documents, including the entire construction or the various separately identifiable parts thereof. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all equipment, fixtures, and supplies into such construction, all as required by the Contract Documents.

Section 1.02. Construction of Certain Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) “This Agreement” means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements of sale supplemental hereto entered into pursuant to the applicable provisions hereof.

(3) All references in this instrument to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

(4) The terms defined in this Article shall have the meaning assigned to them in this Article and include the plural as well as the singular.

(5) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 1.03. Titles and Headings. The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.04. Contents of Certificates or Opinions. Every certificate or opinion with respect to the compliance with a condition or covenant provided for in this Agreement shall include: (i) a statement that the person or persons making or giving such certificate or opinion have read such covenant or condition and the definitions herein relating thereto, (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such

covenant or condition has been complied with, and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an official of Authority or Augusta may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an accountant, which certificate or opinion has been given only after due inquiry of the relevant facts and circumstances, unless such official knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based (insofar as it relates to factual matters with respect to information that is in the possession of an official of Authority or Augusta or any third party) upon the certificate or opinion of or representations by an official of Authority or Augusta or any third party on whom counsel or an accountant could reasonably rely unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same official of Authority or Augusta, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of this Agreement, but different officials, counsel, or accountants may certify or opine to different matters, respectively.

Section 1.05. Exhibits. The following Exhibits are attached to, and incorporated in, this Agreement:

Exhibit A – Site Description

Exhibit B – Form of Requisition

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

Section 2.01. Representations. Each party represents to the other parties hereto that it has the full and complete right, power and authority to enter into this Agreement and perform its duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement.

ARTICLE III

THE PROJECT; ISSUANCE OF THE BONDS; PROJECT FUND

Section 3.01. Selection of Professionals, Agreement to Acquire, Construct, and Install the Project.

Promptly following the issuance and sale of the Series 2024 Bonds, Authority will acquire and construct the Improvements and acquire and install thereon the Equipment pursuant to this Article III. If the Project should be titled at any point in Augusta's name during the construction period, upon completion, the Project will be conveyed to Authority. Authority agrees that its undertakings to acquire and construct the Project shall comply the Georgia Public Works statutes and all other legal requirements applicable to Authority.

In connection with the construction of the Improvements, Augusta and Authority agree to the following:

1. Authority shall engage/re-engage Perkins and Will to serve as the Architect.
2. Subject to conditions contained herein, Authority is authorized to select and engage an Owner's Representative which possesses the requisite expertise in the construction of similar facilities as contemplated by this Agreement.
3. Authority and the Owner's Representative shall develop and disseminate for response, a request for proposals/request for qualifications for the selection of the Contractor which shall enter into the Contractor Agreement. The selection of the Contractor shall be conducted in a manner consistent with all laws applicable to Authority. The Contractor Agreement shall specify the levels of minority participation, the utilization of disadvantaged businesses and local purchasing requirements required to be met by the Contractor, if any.

The selection of the Contractor shall be made by a majority of Authority based on the recommendation of Authority's Arena Construction Sub-committee. Augusta's Finance Director or designee shall serve as an ex-officio, non-voting member of the selection committee.

Authority covenants to cause the Project to be constructed without material deviation from the Plans and Specifications and the Construction Contracts and warrants that this will result in facilities suitable for Authority's intended uses and which will include all necessary or appropriate real and personal property needed for the Project.

Authority agrees that Augusta and its duly authorized agents shall have access to the Project as may reasonably be necessary to ensure that Authority is performing its obligations hereunder. Augusta and its

duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of Authority with respect to the Project.

Authority agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of issuance and sale of the Series 2024 Bonds.

Section 3.02. Agreement to Issue the Bonds; Application of Proceeds. Augusta agrees that promptly following the execution and delivery this Agreement, it will issue the Series 2024 Bonds for the purpose of financing the Costs of the Project and Authority agrees to cooperate with Augusta in the issuance of the bonds by timely executing any documents reasonably requested by Augusta. Augusta covenants and agrees that it will promptly deposit the proceeds from the sale of the Series 2024 Bonds in the Construction Fund.

Section 3.03. Application of Moneys in the Construction Fund. Augusta shall in the Bond Documents authorize and direct the use the moneys in the Construction Fund for the following purposes (but for no other purposes):

- (a) payment of Project Costs, including any costs and expenses relating to the Project that would constitute Costs of the Project, Design Costs and Development Costs; and
- (b) all proceeds of the Series 2024 Bonds remaining in the Construction Fund on the Completion Date, less amounts retained or set aside to meet costs not then due and payable or that are being contested, may be used for such purposes permitted by O.C.G.A. §48-8-145 *et. seq.*, subject to Authority and/or Augusta receiving a Favorable Opinion of Bond Counsel.

Section 3.04. Disbursements from the Construction Fund. All disbursements from the Construction Fund shall be made upon requisition directed to the Authorized Augusta Representative:

- (a) A requisition for payment shall be made in the form attached as Exhibit B.
- (b) Any requisition for payment shall be signed by the Chair of the Authority and the Authorized Authority Representative, and be accompanied by such supporting documentation as may be reasonably requested by the Authorized Augusta Representative or the Augusta Finance Department. In the event that a requisition is for payment due under the Construction Contracts, then such requisition shall also be signed by the appropriate contractor under the Construction Contracts, and the Architect. Requisitions for payment under the Construction Contracts shall also be accompanied by a cost breakdown showing the percentage of completion of each line item of the Project Budget and the accuracy of the cost breakdown shall be certified by Authority and the appropriate contractor under the Construction Contracts. The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Architect, and the Architect shall certify to Augusta as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

Section 3.05. Obligation of the Parties to Cooperate in Furnishing Documents. Authority agrees to furnish to Augusta the documents referred to in Section 3.04 hereof, as well as any other documents which may be reasonably requested by Augusta to effect payments out of the Construction Fund.

Section 3.06. Establishment of Completion Date. The Completion Date shall be evidenced by a certificate of substantial completion listing the items to be completed or corrected, if any, and the amounts to be withheld therefor, signed by the Authorized Authority Representative and the Authorized Augusta

Representative and approved by the Architect stating that, except for amounts retained by Augusta for Costs of the Project not then due and payable, (i) the acquisition, construction, and installation of the Project have been substantially completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such acquisition, construction, and installation have been paid or provided for, (ii) all other facilities necessary in connection with the acquisition, construction, and installation of the Project have been constructed, acquired, and installed without material deviation from the Plans and Specifications and all costs and expenses incurred in connection therewith have been paid or provided for, and (iii) certificates of occupancy for the Improvements have been issued by appropriate local governmental authorities. Notwithstanding the foregoing, such certificates may state that they are given without prejudice to any rights against third parties that exist at the date of such certificates or that may subsequently come into being. The Architect shall certify the matter covered by clauses (i) and (ii) above. It shall be the duty of Authority to cause the certificates contemplated by this Section 3.06 to be furnished as soon as the acquisition, construction, and installation of the Project shall have been substantially completed.

Section 3.07. Augusta Not Required to Pay Project Costs in Event Construction Fund Insufficient. Authority warrants that the moneys which will be paid into the Construction Fund and which, under the provisions of this Agreement, will be available for payment of the Project Costs will be sufficient to pay all of the Project Costs that will be incurred in that connection and Authority acknowledges that in the event that the moneys in the Construction Fund for payment of the Project Costs are not sufficient to pay the costs thereof, Augusta shall not be required to contribute additional funds for the Project.

Section 3.08. Authorized Augusta and Authority Representatives and Successors. Augusta and Authority, respectively, shall designate, in the manner prescribed in Section 1.01 hereof, the Authorized Augusta Representative and the Authorized Authority Representative. In the event that any person so designated and his or her alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

Section 3.09. Enforcement of Remedies against Contractors and Subcontractors and their Sureties and Against Manufacturers. Authority covenants that it will take, or cause to be taken, such action and institute, or cause to be instituted, such proceedings as shall be necessary to cause and require all contractors and subcontractors and material suppliers to complete their contracts diligently in accordance with the terms of such contracts, including, without limitation, the correction of any defective work, with all expenses incurred by Authority in connection with the performance of its obligations under this Section 3.09 to be considered part of the Costs of the Project. Authority agrees that Augusta may, from time to time, in its own name, or in the name of Authority, take such action as may be necessary or advisable, as determined by Augusta, to compel Authority to take such action as necessary to ensure the construction of the Project in accordance with the terms of the Construction Contracts and the Plans and Specifications, and to ensure the performance by Authority of all covenants and obligations of Authority under this Agreement, with all costs and expenses incurred by Augusta in connection therewith to be considered as part of the Costs of the Project referred to in Section 3.03 hereof. All amounts recovered by way of penalties, damages, whether liquidated or actual, refunds, adjustments, or otherwise in connection with the foregoing prior to the Completion Date, less any unreimbursed legal expenses incurred to collect the same, shall be paid into the Construction Fund and, after the Completion Date, shall be disbursed pursuant to the provisions of Section 3.03(b) of this Agreement.

Section 3.10. Investment of Construction Fund. Subject to provisions of the Bond Documents, any moneys held as a part of the Construction Fund shall be invested or reinvested in such legally permitted investments as may be designated or determined by Augusta. The investments so purchased shall be held by Augusta and shall be deemed at all times a part of the Construction Fund, and the interest accruing

thereon and any profit realized therefrom shall be credited to the Construction Fund, and any losses resulting from such investments shall be charged to the Construction Fund and paid by Augusta.

ARTICLE IV DEVELOPMENT SERVICES; NATURE OF THE ENGAGEMENT

Section 4.01. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the Expiration Date.

Section 4.02. Performance. Authority hereby covenants and agrees to cause the Development Services, the Design Services and the Work to be performed in a timely and efficient manner.

Section 4.03. Relationship. In the performance of this Agreement, Authority will be acting in the capacity of an independent contractor.

Section 4.04. Non-Interference. Augusta shall not take any action or fail to take any action which will cause Authority to be in default, or which, after the giving of notice or the passage of time, or both, could constitute a default, under any Contract Document; and in the event thereof, Augusta shall take appropriate corrective action to assist Authority to prevent or cure, as the case may be, such default.

Section 4.05. Design Services and Development Services. Commencing on the Effective Date of this Agreement, Authority agrees to procure the Design Services and Development Services for the Project. Augusta acknowledges that Authority shall enter into the Program Management Agreement to satisfy in part its obligation to procure the Development Services.

Section 4.06. Preparation and Submission of Design Documents. For the purposes of procuring the Design Services, Authority shall enter into the Architect Agreement. Authority agrees to administer and enforce all applicable provisions of the Architect Agreement in the best interest of the parties hereto and the Project so that all Design Services are performed in accordance with sound principles of architectural and engineering design and without calculated risks that are inconsistent with sound principles of architectural and engineering design. Nothing in this Agreement or in any Contract Documents shall create any contract rights against Augusta by the Architect or any other Design Professional.

Section 4.07. Project Budget, Project Schedule, Design Development Documents and Construction Document. Within a reasonable time after the Effective Date, Authority shall direct the Design Professionals to prepare and develop the Design Development Documents, Construction Documents, the Project Schedule, and the Project Budget, and provide a copy of such documents along with any supporting documents and notice to proceed to the Authorized Augusta Representative and the Augusta Finance Department.

Section 4.08. Ownership and Use of Design Documents. The Design Documents are instruments of service of the Design Professionals. Upon completion of the Project or upon the earlier request of Augusta and upon payment of all sums due to the Architect, Authority will cause to be delivered to Augusta reproducible copies, together with a computer set of all documents and CAD disks reasonably compatible with Augusta's software, prepared by, under or through the Architect.

Section 4.09. Permits. Except where prohibited by law, Authority or the Contractor shall be the applicant for any and all required Permits and the Building Permits. Authority or the Contractor shall coordinate and manage all professional and technical services required in connection with the preparation and filing of applications for and obtaining all required Permits and the Building Permits. Authority or the Contractor shall be responsible for diligently preparing and filing all applications for, and pursuing and

obtaining, the Permits and the Building Permits. Authority shall use all reasonable efforts to obtain the Building Permits and any other Permits required to commence construction of the Improvements at a time consistent with the Project Schedule. If, despite such efforts, the Building Permits or any other Permits for the Project required to be obtained before commencement of construction have not been obtained or could not have been obtained at a time consistent with the Project Schedule, then Authority shall diligently proceed to exercise reasonable efforts to obtain the Building Permits and any such other Permits as promptly as possible, and the Project Schedule shall be adjusted to reflect all additional time which will be required for the performance of any of the duties or obligations of Authority under this Agreement as a result of the delay in obtaining the Building Permits or Permits, as the case may be.

Section 4.10. Project Schedule. To enable the Project to be planned, scheduled and prosecuted in an orderly and expeditious manner, Authority, pursuant to Section 4.07, shall prepare (and provide a copy to the Authorized Augusta Representative) a Project Schedule which is consistent with the Design Documents at each stage of their preparation. In addition to adjustments to the Project Schedule otherwise provided for by this Agreement, the Project Schedule may be changed from time to time by Authority.

ARTICLE V CONSTRUCTION PHASE

Section 5.01. General.

Authority shall engage the Contractor and shall enter into the Contractor Agreement with the Contractor. The Improvements shall be constructed by the Contractor pursuant to the Contractor Agreement and the Design Documents, under the oversight of Authority as monitored and reviewed by the Architect, in accordance with the terms and provisions of this Agreement. The procurement and installation of furniture, fixtures and equipment in the Improvements shall be performed by one or more Construction Parties pursuant to one or more Construction Agreements, under the oversight of Authority, in accordance with the terms and provisions of this Agreement. Authority agrees to administer and enforce all applicable provisions of the Contractor Agreement and any other Construction Agreements that are in the best interest of the parties hereto and the Project and in the enforcement thereof, to require the Architect to perform his contract administration duties in review of the Work and report whether it is performed in a workmanlike manner and whether all materials are new materials (which may include materials having recycled content) in accordance with the Design Documents.

Section 5.02. Performance of the Work. Authority shall have the responsibility and obligation to engage the Contractor for construction of the Improvements, and one or more Construction Parties for procurement and installation of furniture, fixtures and equipment in the Improvements.

1. Construction Schedule. Authority shall prepare, or cause to be prepared, a construction schedule setting forth in detail the various tasks for construction and completion of the construction of the Improvements and for installation of furniture, fixtures and equipment in the Improvements. Throughout the Construction Phase, Authority shall keep the Authorized Augusta Representative informed of the status of adherence to the Project Schedule, not less frequently than monthly.

2. Commencement of the Work.

- (i) After Authority has provided the Authorized Augusta Representative copies of the Design Development Documents, the Project Budget, and the Project Schedule, Authority shall issue to the Contractor a notice to proceed under the Contractor Agreement.

- (ii) Time being of the essence of this Article 5, and subject to the terms and provisions of this Agreement, Authority shall use its best efforts to cause the Contractor and each other Construction Party to prosecute the Work diligently, using such means and methods of construction as will maintain the progress of the Work substantially in accordance with the Project Schedule, and to cause Material Completion in accordance with the requirements of the Contract Documents not later than the date on which Material Completion is required to be achieved as set forth in the general conditions of the Construction Contract in the Contractor Agreement.

3. Contractor; Subcontractors.

- (i) Augusta will not participate in the selection of any successor Contractor to the initial Contractor; provided, however, that Authority shall follow the same procedure as utilized for the selection of the initial Contractor.
- (ii) Nothing in this Agreement or in any Contract Document shall create any contract rights against Augusta by the Contractor, any other Construction Party or any subcontractor.

4. Surety Bonds. Prior to the Commencement Date, Authority shall cause the Contractor to deliver to Augusta copies of the Surety Bonds. Augusta shall be named by the Contractor and the Surety as an additional obligee on all payment and performance bonds provided pursuant to the Contractor Agreement.

5. Inspection.

- (i) Augusta shall have access to the Site during all working hours, and shall have the right to observe the Work and all facilities where the Work or any part thereof is being fabricated or stored; provided, however, that Augusta shall not delay, hinder or interfere with the performance of the Work.
- (ii) The Architect shall have the right to reject materials and workmanship which are defective or not in conformance with the Contract Documents.

6. Change Orders.

- (i) In the event Authority desires to make a change in the Work that will not result in an increase in the Project Budget and will not have a material aesthetic or functional impact on the Improvements, Authority shall have the right to issue Supplemental Instructions ordering minor changes in the Work without the requirement of any consent or approval by Augusta.
- (ii) No changes shall be requested by Augusta in the quantity or character of the Design Services, the Development Services or the Work (including, without limitation, all changes having a material aesthetic or functional impact on the Improvements).
- (iii) The Contractor shall not start work on any change in the Work requiring an increase in the Project Budget or results in a material change in the Project until a Change Order or proposed Change Order setting forth the adjustments is approved by Authority
- (iv) Upon approval of any Change Order increasing the Project Costs, Authority shall require the Contractor to ensure that the Surety Bonds are increased in an amount reflecting the net increase in the Project Costs.

- (v) Each proposed Change Order shall be submitted by Authority and Authority shall approve or disapprove any requested Change Order within a reasonable time without the necessity of Augusta's consent.

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.01. No Warranty of Condition or Suitability by Authority. AUGUSTA MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE HABITABILITY, MERCHANTABILITY, CONDITION, OR WORKMANSHIP OF ANY PART OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR AUTHORITY'S PURPOSES OR NEEDS.

Section 6.02. Tax Covenants. Augusta and Authority further covenant and agree that each shall comply with the representations and certifications it made in its tax and non-arbitrage certificate dated the date of issuance and delivery of the Series 2024 Bonds and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

ARTICLE VII

ASSIGNMENT

Section 7.01. No Assignment. This Agreement may not be sold, assigned, or encumbered by either party without the advanced written consent of the other party.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default Defined. The following shall be "Events of Default" under this Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

1. Default by Authority. Authority shall be in default under this Agreement if Authority fails to perform any of its material duties or obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from Augusta with respect thereto; provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, then such cure period shall be extended for such period of time as is reasonably necessary to cure such failure to perform if Authority commences such cure within thirty (30) days after receipt of written notice from Augusta and thereafter proceeds diligently and in good faith to cure. Upon the occurrence of a default by Authority under this Agreement, Augusta may pursue, separately or concurrently or in a combination, without further notice or demand whatsoever, an action against Authority to compel performance of its obligations hereunder. The parties hereto acknowledge that there is no other adequate remedy at law or in equity for a default by Authority under this Agreement.

2. Default by Augusta. Augusta shall be in default under this Agreement if Augusta fails to perform any of its material duties or obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from Authority with respect thereto; provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, then such cure period shall be extended for such period of time as is reasonably necessary to cure such

failure to perform if Augusta commences such cure within thirty (30) days after receipt of written notice from Authority and thereafter proceeds diligently and in good faith to cure. Upon the occurrence of a default by Augusta under this Agreement, Authority may, without further notice or demand whatsoever, pursue an action against Augusta to compel performance of its obligations hereunder. The parties hereto acknowledge that there is no other adequate remedy at law or in equity for a default by Augusta under this Agreement.

3. Terminating Events; Termination. This Agreement shall be terminated upon the happening of any of the following events pursuant to the provisions described below:

- (i) Any party defaults under this Agreement and a non-defaulting party elects to terminate this Agreement by giving the other parties not less than ten (10) business days prior written notice thereof..
- (ii) The giving of not less than ten (10) business days prior written notice from any party to the other parties in the event (A) any of the following occur: (i) delay that increases the Project Budget; (ii) any delay that increases the Project Budget; (iii) the approval of a Change Order that increases the Project Budget; or (iv) an event of casualty or fire that increases Project Budget in excess of the insurance proceeds available to pay costs in connection therewith, and (B) further funding cannot be found in a timely manner by Augusta to fund the increase in the Project Costs.
- (iii) The giving of written notice from Authority in the event the Contractor terminates the Contractor Agreement pursuant to the general conditions of the Construction Contract in the Contractor Agreement due to events arising from default by Augusta hereunder.

Upon the occurrence of any of the terminating events in this Section 8.01(3), then:

- 1) Authority shall implement a Project termination program; and
- 2) Augusta shall pay to Authority the cost of all services, materials and supplies, if any, which may have been ordered by Authority as a result of its obligations arising under this Agreement, including the reasonable costs incurred by Authority to terminate any contracts which may have been entered into by Authority in accordance with the terms of this Agreement, but which may not have been charged to or paid by Authority and reimbursed under this Agreement at the time of expiration or termination.

4. Authority's Obligations. Upon early termination of this Agreement, Authority shall promptly:

- (i) Subject to Authority's obtaining any consent of any third party required and upon request by Augusta, deliver to Augusta or such other person as Augusta shall designate all materials, supplies, equipment, keys, contracts and documents and all books of account and records maintained pursuant to this Agreement pertaining to this Agreement and the Project.
- (ii) Subject to Authority's obtaining any consent of any third party required, assign all existing contracts relating to the Project to Augusta or such other person or entity as Augusta shall designate.
- (iii) Furnish all such information, take all such other action, and cooperate with Augusta as Augusta shall reasonably require in order to effectuate an orderly and systematic termination of the Development Services and Authority's other duties, obligations and activities hereunder.

- (iv) Unless the termination of this Agreement arises out of a default by Authority under this Agreement, then upon any termination of this Agreement, Authority may terminate the Architect Agreement, the Program Management Agreement, and the Contractor Agreement.

Section 8.02. Effect of Force Majeure Delay. If one or more events of Force Majeure Delay occur and the Force Majeure Delay will increase the Project Budget-and if further funding cannot be found in a timely manner by Augusta in order to pay for such increase in Project Costs, then any party shall have the right to terminate this Agreement in accordance with Subsection 8.01 hereof.

ARTICLE IX MISCELLANEOUS

Section 9.01. Notices. All notices, certificates, and other communications provided for hereunder shall be in writing and sent (a) by registered or certified mail with return receipt requested (postage prepaid), or (b) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other party:

If to Authority:

601 7th Street
Augusta, Georgia 30901
Attention: Chairman

If to Augusta:

Augusta, Georgia
Suite 910
535 Telfair Street
Augusta, Georgia 30901
Attention: Administrator

And

General Counsel
Building 3000
535 Telfair Street
Augusta, Georgia 30901

Notices under this Section 9.01 will be deemed given only when actually received.

Section 9.02. Construction and Binding Effect. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements. This Agreement shall inure to the benefit of and shall be binding upon Authority, Augusta, and their respective successors and assigns subject, however, to the limitations contained in Article 7 hereof.

Section 9.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.04. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Construction Fund or other funds provided for herein upon expiration or sooner termination of this Agreement, as provided in this Agreement, after payment in full of the Series 2024

Bonds, the fees, charges, and expenses of Authority, in accordance with the terms hereof, and all sums due and owing to Authority, shall be administered according to Section 3.03(b).

Section 9.05. Amendments, Changes, and Modifications This Agreement may not be amended, changed, modified, altered, except by a written agreement executed by the parties hereto in the same manner as this Agreement is executed.

Section 9.06. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.07. Law Governing Construction of this Agreement. This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed and interpreted according to the laws of the State.

Section 9.08. Immunity of Officials, Officers, and Employees of Authority and Augusta. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of Authority or Augusta contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a Governing Body, officer, or employee, as such, in his individual capacity, past, present, or future, of Authority, Augusta, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Agreement is solely a corporate obligation of Augusta and Authority payable only from the funds and assets of Augusta and Authority herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a Governing Body, officer, or employee, as such, past, present, or future, of Augusta or Authority, or of any successor corporation, either directly or through Augusta, Authority, or any successor corporation, under or by reason of any of the obligations, covenants, promises, or agreements entered into between Authority and Augusta whether contained in this Agreement or in the Bond Documents or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of a Governing Body, officer, and employee is, by the execution of this Agreement and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released. The immunity of members of a Governing Body, officers, and employees of Authority and Augusta under the provisions contained in this Section 9.08 shall survive the completion of the Project and the termination of this Agreement.

Section 9.09. Survival of Warranties. All agreements, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby, shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

Section 9.11. Authorized Representatives. Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by Augusta or Authority, as the case may be, shall be given or taken by one or more of the Authorized Representatives of each. Any party hereto may from time to time designate other or replacement Authorized Representatives to the other party hereto. The written statements and representations of any Authorized Representative of Augusta or Authority shall be binding upon the party for whom such person is an Authorized Representative, and the other parties hereto shall have no obligation or duty whatsoever to inquire into Authority of any such representative to take any action which he proposes to take.

Section 9.12. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement

by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

Section 9.13. Non-Waiver. Failure by any party to complain of any action, non-action or default of the other parties shall not constitute a waiver of the aggrieved party's rights hereunder. Waiver by any party of any right arising from any default of any other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present or future.

Section 9.14. Rights Cumulative. All rights, remedies, powers and privileges conferred under this Agreement (including, without limitation, those conferred in Article 11 hereof) on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law or equity.

Section 9.15. Time of Essence; Prompt Responses. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. The parties recognize and agree that the time limits and time periods provided herein are of the essence of this Agreement. The parties mutually agree to exercise their mutual and separate good faith, reasonable efforts to consider and respond promptly and as expeditiously as is reasonably possible notwithstanding any time period provided in this Agreement.

Section 9.16. Holidays. Whenever the time period for performance or the giving of notice under the terms of this Agreement expires on a Saturday or Sunday or on a legal holiday observed in the area of operation of any party hereto, such time period shall be extended to expire on the next following business day, not a Saturday, Sunday or legal holiday.

Section 9.17. Augusta as Third-Party Beneficiary. Authority shall cause Augusta to be a third-party beneficiary of each Construction Agreement, each Design Agreement and the Program Management Agreement.

SIGNATURES AND SEALS

IN WITNESS WHEREOF, Authority has executed this Agreement by causing its name to be hereunto subscribed by its Chairman and by causing the official seal of Authority to be impressed hereon and attested to by its Secretary, and Augusta has executed this Agreement by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of Augusta to be impressed hereon and attested by its Clerk of Commission, all being done as of the day and year first above written.

**AUGUSTA RICHMOND COUNTY
COLISEUM AUTHORITY**

(SEAL)

By:
Chairman

Attest:

Secretary

AUGUSTA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk of Commission

Exhibit A
Site Description

All those lots, tracts or parcels of land, with all improvements thereon, situate, lying and being in the State of Georgia, County of Richmond and designated by the Richmond County Tax Commissioner as parcels 047-1-292-00-0, 047-1-291-00-0, 047-1-300-05-0, and commonly known as 501 and 712 Telfair Street and 601 Seventh Street, Augusta, Georgia.

Exhibit B
Form of Requisition

Certificate and REQUISITION for payment

In accordance with the terms of the New Arena Intergovernmental Agreement, dated as of _____, 2024 (the "Agreement"), between Augusta-Richmond County Coliseum Authority ("Authority") and Augusta, Georgia ("Augusta"), Authority hereby requests that the following amounts be disbursed from the Construction Fund to pay the following parties.

This is requisition number _____ from the Construction Fund.

Augusta shall pay the following person the following amount:

<u>Payee Name and Address</u>	<u>Invoice Number(s)</u>	<u>Dollar Amount</u>	<u>Purpose</u>
-------------------------------	------------------------------	--------------------------	----------------

In connection with the foregoing, the undersigned hereby represents as follows:

1. If payment relates to a closing cost, an invoice for such closing cost is attached to this Requisition.
2. If payment relates to the acquisition of the Equipment, a Certificate of Acceptance for such Equipment is attached to this Requisition.
3. If all or any portion of the Equipment that is the subject of this Requisition requires a certificate of title, Authority has been listed as the owner on the certificate of title.
4. The requested disbursement has not been the subject of a previous Requisition.

5. If the requisition is for payment due under a Construction Contract, the appropriate contractor and the Architect have signed and approved the requisition.

6. If the requisition is for payment due under a Construction Contract, accompanying the requisition is a cost breakdown showing the percentage of completion of each line item of the Project Budget which has been certified as accurate by Authority and the appropriate contractor under the Construction Contract.

7. If the requisition is for payment due under a Construction Contract, accompanying the requisition is a certificate of the Architect certifying to Augusta as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. This Requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this Requisition.

Augusta-Richmond County Coliseum Authority

By: Authorized Authority Representative

By: Chair



Finance Committee

Meeting Date: February 13, 2024

AO URA Bond Update

Department:	Office of the Administrator
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Update from the Interim Administrator regarding the URA revenue bond.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

February 20, 2024

Smart Grocery on Wrightsboro Road

Department:	N/A
Presenter:	N/A
Caption:	Discuss security, licensing and even possible closing of Smart Grocery on Wrightsboro Road and Olive Road Convenience Store (Glendale Community) after several shootings which a few have been fatal. (No recommendation from Public Safety Committee Meeting February 13, 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
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Catherine Smith-McKnight
Sent: Tuesday, January 2, 2024 3:06 PM
To: Lena Bonner
Subject: Agenda item

Ms Bonner,

I would like to put on the Commission agenda (January 16, 2024) to discuss security, licensing and even possible closing Smart Grocery on Wrightsboro Road after several shootings which a few have been fatal.

If I need to reword this please let me know.

Sincerely,

Commissioner McKnight

Get [Outlook for iOS](#)

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1



Commission Meeting

February 20, 2024

Salary Compression & Retention Plan for Augusta Fire Department

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve the attached salary compression and retention plan, to include new salary structure and proposed funding source, for the Augusta Fire Department.
Background:	N/A
Analysis:	N/A
Financial Impact:	No additional costs
Alternatives:	N/A
Recommendation:	Motion to approve the attached salary compression and retention plan, to include new salary structure and proposed funding source, for the Augusta Fire Department.
Funds are available in the following accounts:	Augusta Fire Department Salaries & Benefits budget line items
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director

**Augusta Fire Department Salary Compression and Retention Plan
New Salary Structure**

Item 29.

The Augusta Fire Department is requesting the following new minimum salaries to address remaining compression created by the implementation of the \$15 minimum hourly rate.

(PROPOSED) NEW Augusta Fire Department Minimum Salaries		
Title	Pay Grade	Minimum
Deputy Chief	27	108,476.97
Shift Commander/Division Head	26	95,155.24
Battalion Chief	24	83,469.51
Captain 7.5 Hr.	23	73,218.87
Captain 24 Hr.	22	68,218.87
Lieutenant 7.5 Hr. or 24 Hr.	20	59,841.11

(CURRENT) Augusta Fire Department Salary Structure		
Title	Pay Grade	Minimum
Deputy Chief	27	74,713.75
Shift Commander/Division Head	26	69,328.91
Battalion Chief	24	64,368.71
Captain 7.5 Hr.	23	60,800.00
Captain 24 Hr.	22	55,747.03
Lieutenant 7.5 Hr. or 24 Hr.	20	52,340.27

Augusta Fire Department Salary Compression and Retention Plan

Item 29.

Title	Grade	PCN	Total Current Base w/ARP	Salary Adjustment	New Base Salary	% of Total Salary Increase
Deputy Chief	27	FAD42BR002	\$ 89,677.91	\$ 26,262.28	\$ 115,940.19	29%
Deputy Chief	27	FAD42BR001	\$ 84,985.37	\$ 28,416.46	\$ 113,401.83	33%
CHIEF TRAINING OFFICER	26	FTR32YF001	\$ 74,654.31	\$ 23,698.15	\$ 98,352.46	32%
Shift Commander	26	F0147TF002	\$ 84,927.04	\$ 16,394.26	\$ 101,321.30	19%
Shift Commander	26	F0147TF001	\$ 83,261.83	\$ 17,488.54	\$ 100,750.37	21%
FIRE MARSHAL	26	FPR47WH002	\$ 78,645.66	\$ 22,732.73	\$ 101,378.39	29%
Fire Battalion Chief	24	F0147RT001	\$ 74,573.95	\$ 13,269.36	\$ 87,843.31	18%
Fire Battalion Chief	24	F0147RT004	\$ 73,471.88	\$ 14,254.58	\$ 87,726.46	19%
Fire Battalion Chief	24	F0147RT007	\$ 73,551.75	\$ 14,491.89	\$ 88,043.64	20%
Fire Battalion Chief	24	F0147RT003	\$ 72,109.58	\$ 16,768.76	\$ 88,878.34	23%
Fire Battalion Chief	24	F0147RT008	\$ 71,429.28	\$ 15,445.79	\$ 86,875.07	22%
Fire Battalion Chief	24	F0147RT002	\$ 68,288.76	\$ 19,754.88	\$ 88,043.64	29%
Fire Battalion Chief	24	F0147RT005	\$ 68,288.76	\$ 19,254.06	\$ 87,542.82	28%
FIRE INSPECTOR, CAPTAIN	23	FPR47WG001	\$ 64,502.72	\$ 11,703.48	\$ 76,206.20	18%
FIRE CAPTAIN, LOGISTICS	23	FAD47TY001	\$ 64,502.72	\$ 10,824.85	\$ 75,327.57	17%
Fire Captain	22	F0147TK004	\$ 66,865.23	\$ 4,846.44	\$ 71,711.67	7%
Fire Captain	22	F0147TK003	\$ 66,865.23	\$ 4,669.07	\$ 71,534.30	7%
Fire Captain	22	F0147TK005	\$ 66,865.23	\$ 4,532.63	\$ 71,397.86	7%
Fire Captain	22	F0147TK018	\$ 64,935.71	\$ 6,366.65	\$ 71,302.36	10%
Fire Captain	22	F0147TK013	\$ 63,976.08	\$ 6,725.95	\$ 70,702.03	11%
Fire Captain	22	F0147TK009	\$ 63,366.78	\$ 7,608.13	\$ 70,974.91	12%
Fire Captain	22	F0147TK002	\$ 62,430.32	\$ 8,312.64	\$ 70,742.96	13%
Fire Captain	22	F0147TK015	\$ 60,709.62	\$ 9,896.91	\$ 70,606.53	16%
Fire Captain	22	F0147TK006	\$ 61,877.12	\$ 11,226.22	\$ 73,103.34	18%
Fire Captain	22	F0147TK014	\$ 60,709.62	\$ 9,842.33	\$ 70,551.95	16%
Fire Captain	22	F0147TK019	\$ 60,709.62	\$ 9,705.89	\$ 70,415.51	16%
Fire Captain	22	F0147TK017	\$ 62,212.71	\$ 9,062.36	\$ 71,275.07	15%
Fire Captain	22	F0147TK001	\$ 62,001.40	\$ 8,727.92	\$ 70,729.32	14%
Fire Captain	22	F0147TK007	\$ 61,996.77	\$ 8,186.80	\$ 70,183.57	13%
Fire Captain	22	F0147TK010	\$ 61,996.77	\$ 8,186.80	\$ 70,183.57	13%
Fire Captain	22	F0147TK012	\$ 61,996.77	\$ 8,459.67	\$ 70,456.44	14%
Fire Captain	22	F0147TK008	\$ 61,963.74	\$ 8,492.70	\$ 70,456.44	14%
Fire Captain	22	F0147TK016	\$ 60,709.62	\$ 9,746.82	\$ 70,456.44	16%
Fire Captain	22	F0147TK011	\$ 61,922.87	\$ 8,301.63	\$ 70,224.50	13%
FIRE INVESTIGATOR, Lieutenant	20	FPR48EN002	\$ 57,037.04	\$ 6,119.27	\$ 63,156.31	11%
FIRE INSPECTOR	20	FPR47WA005	\$ 57,037.04	\$ 6,346.66	\$ 63,383.70	11%
FIRE INSPECTOR	20	FPR47WA004	\$ 56,506.36	\$ 5,560.84	\$ 62,067.20	10%
FIRE LIEUTENANT, TRAINING	20	FTR48JU001	\$ 56,246.74	\$ 4,851.03	\$ 61,097.77	9%
Lt. EMS Training Officer	20	FTR48IU001	\$ 55,297.21	\$ 5,908.28	\$ 61,205.49	11%
FIRE INSPECTOR	20	FPR47WA001	\$ 52,340.27	\$ 7,548.71	\$ 59,888.98	14%
FIRE LIEUTENANT, TRAINING	20	FTR48JU002	\$ 52,340.27	\$ 8,661.76	\$ 61,002.03	17%
FIRE INVESTIGATOR, Lieutenant	20	FPR48EN003	\$ 52,340.27	\$ 8,781.44	\$ 61,121.71	17%
Fire Lieutenant	20	F0148FI026	\$ 57,540.03	\$ 5,795.80	\$ 63,335.83	10%
Fire Lieutenant	20	F0148FI051	\$ 57,408.39	\$ 5,747.92	\$ 63,156.31	10%
Fire Lieutenant	20	F0148FI020	\$ 57,047.22	\$ 6,109.09	\$ 63,156.31	11%
Fire Lieutenant Retiring 1/31	20	F0148FI016	\$ 57,291.60	\$ 2,549.51	\$ 59,841.11	4%
Fire Lieutenant	20	F0148FI007	\$ 57,047.22	\$ 6,264.67	\$ 63,311.89	11%
Fire Lieutenant	20	F0148FI011	\$ 57,047.21	\$ 5,666.27	\$ 62,713.48	10%
Fire Lieutenant	20	F0148FI037	\$ 57,047.22	\$ 5,833.82	\$ 62,881.04	10%
Fire Lieutenant	20	F0148FI013	\$ 56,509.04	\$ 5,414.54	\$ 61,923.58	10%
Fire Lieutenant - resigning	20	F0148FI019	\$ 56,509.04	\$ 3,332.07	\$ 59,841.11	6%
Fire Lieutenant	20	F0148FI033	\$ 57,047.22	\$ 5,989.40	\$ 63,036.62	10%
Fire Lieutenant	20	F0148FI053	\$ 57,047.22	\$ 4,553.22	\$ 61,600.44	8%
Fire Lieutenant	20	F0148FI054	\$ 56,509.04	\$ 5,929.17	\$ 62,438.21	10%
Fire Lieutenant	20	F0148FI055	\$ 56,509.04	\$ 5,450.44	\$ 61,959.48	10%
Fire Lieutenant	20	F0148FI024	\$ 56,126.67	\$ 5,354.08	\$ 61,480.75	10%
Fire Lieutenant	20	F0148FI010	\$ 57,047.22	\$ 5,462.80	\$ 62,510.02	10%

Augusta Fire Department Salary Compression and Retention Plan

Item 29.

Title	Grade	PCN	Total Current Base w/ARP	Salary Adjustment	New Base Salary	% of Total Salary Increase
Fire Lieutenant	20	F0148FI012	\$ 57,047.22	\$ 5,821.85	\$ 62,869.07	10%
Fire Lieutenant	20	F0148FI004	\$ 56,509.04	\$ 5,522.25	\$ 62,031.29	10%
Fire Lieutenant	20	F0148FI018	\$ 56,509.04	\$ 5,438.48	\$ 61,947.52	10%
Fire Lieutenant	20	F0148FI015	\$ 56,293.52	\$ 5,175.27	\$ 61,468.79	9%
Fire Lieutenant	20	F0148FI005	\$ 57,047.22	\$ 3,859.06	\$ 60,906.28	7%
Fire Lieutenant	20	F0148FI009	\$ 56,509.04	\$ 5,594.06	\$ 62,103.10	10%
Fire Lieutenant	20	F0148FI036	\$ 56,297.48	\$ 5,207.21	\$ 61,504.69	9%
Fire Lieutenant	20	F0148FI056	\$ 56,297.48	\$ 5,566.26	\$ 61,863.74	10%
Fire Lieutenant	20	F0148FI060	\$ 55,297.21	\$ 5,728.75	\$ 61,025.96	10%
Fire Lieutenant	20	F0148FI001	\$ 56,126.67	\$ 5,928.56	\$ 62,055.23	11%
Fire Lieutenant	20	F0148FI006	\$ 56,126.67	\$ 5,210.47	\$ 61,337.14	9%
Fire Lieutenant	20	F0148FI025	\$ 56,126.67	\$ 5,928.56	\$ 62,055.23	11%
Fire Lieutenant	20	F0148FI035	\$ 56,126.67	\$ 6,287.61	\$ 62,414.28	11%
Fire Lieutenant	20	F0148FI038	\$ 56,126.67	\$ 5,210.47	\$ 61,337.14	9%
Fire Lieutenant	20	F0148FI047	\$ 56,126.67	\$ 6,886.02	\$ 63,012.69	12%
Fire Lieutenant	20	F0148FI034	\$ 56,126.67	\$ 5,605.42	\$ 61,732.09	10%
Fire Lieutenant	20	F0148FI045	\$ 56,126.67	\$ 5,605.42	\$ 61,732.09	10%
Fire Lieutenant	20	F0148FI014	\$ 55,297.21	\$ 5,752.69	\$ 61,049.90	10%
Fire Lieutenant	20	F0148FI017	\$ 55,297.21	\$ 5,872.37	\$ 61,169.58	11%
Fire Lieutenant	20	F0148FI029	\$ 55,297.21	\$ 5,752.69	\$ 61,049.90	10%
Fire Lieutenant	20	F0148FI032	\$ 55,297.21	\$ 5,872.37	\$ 61,169.58	11%
Fire Lieutenant	20	F0148FI039	\$ 55,297.21	\$ 5,752.69	\$ 61,049.90	10%
Fire Lieutenant	20	F0148FI040	\$ 55,297.21	\$ 7,069.19	\$ 62,366.40	13%
Fire Lieutenant	20	F0148FI044	\$ 55,297.21	\$ 7,787.29	\$ 63,084.50	14%
Fire Lieutenant	20	F0148FI046	\$ 55,297.21	\$ 5,872.37	\$ 61,169.58	11%
Fire Lieutenant	20	F0148FI050	\$ 55,297.21	\$ 5,752.69	\$ 61,049.90	10%
Fire Lieutenant	20	F0148FI052	\$ 55,297.21	\$ 7,188.87	\$ 62,486.08	13%
Fire Lieutenant	20	F0148FI057	\$ 55,297.21	\$ 6,710.15	\$ 62,007.36	12%
Fire Lieutenant	20	F0148FI058	\$ 55,297.21	\$ 5,752.69	\$ 61,049.90	10%
Fire Lieutenant	20	F0148FI059	\$ 55,297.21	\$ 5,872.37	\$ 61,169.58	11%
Fire Lieutenant	20	F0148FI002	\$ 54,935.60	\$ 6,030.52	\$ 60,966.12	11%
Fire Lieutenant	20	F0148FI003	\$ 54,935.60	\$ 5,432.11	\$ 60,367.71	10%
Fire Lieutenant	20	F0148FI008	\$ 54,935.60	\$ 5,910.84	\$ 60,846.44	11%
Fire Lieutenant	20	F0148FI021	\$ 54,935.60	\$ 5,910.84	\$ 60,846.44	11%
Fire Lieutenant	20	F0148FI022	\$ 54,935.60	\$ 5,432.11	\$ 60,367.71	10%
Fire Lieutenant	20	F0148FI023	\$ 52,340.27	\$ 8,901.12	\$ 61,241.39	17%
ADMINISTRATIVE ASSISTANT II	10	FAD21SF001	\$ 44,219.29	\$ 4,864.12	\$ 49,083.41	11%
ADMINISTRATIVE ASSISTANT II	10	FAD21SF002	\$ 44,048.79	\$ 4,845.37	\$ 48,894.16	11%
ADMINISTRATIVE ASSISTANT II	10	FAD21SF004	\$ 31,605.00	\$ 3,476.55	\$ 35,081.55	11%
ADMINISTRATIVE ASSISTANT III	12	FAD21SX001	\$ 45,760.36	\$ 5,033.64	\$ 50,794.00	11%
Building Maintenance Tech	12	FAD48MT002	\$ 39,512.27	\$ 4,346.35	\$ 43,858.62	11%
WORK DETAIL SUPERVISOR	14	FAD73NV001	\$ 38,231.94	\$ 4,205.51	\$ 42,437.45	11%
EMERGENCY VEHICLE TECH, Lead	20	FAD45MP001	\$ 62,228.07	\$ 6,845.09	\$ 69,073.16	11%
EMERGENCY VEHICLE TECH II	18	FAD45LX003	\$ 56,570.97	\$ 6,222.81	\$ 62,793.78	11%
EMERGENCY VEHICLE TECH II	18	FAD45LX002	\$ 56,542.68	\$ 6,219.69	\$ 62,762.37	11%
EMER. VEHICLE MAINTENANCE MGR	24	FAD48SJ001	\$ 72,476.20	\$ 7,972.38	\$ 80,448.58	11%
EMERGENCY VEHICLE TECH II	18	FAD45LX001	\$ 53,045.00	\$ 5,834.95	\$ 58,879.95	11%
MAINTENANCE PARTS CLERK	13	FAD56WR001	\$ 33,684.00	\$ 3,705.24	\$ 37,389.24	11%
EMERGENCY VEHICLE TECH	15	FAD45LC003	\$ 41,712.62	\$ 4,588.39	\$ 46,301.01	11%
PUBLIC FIRE & LIFE SAFETY (PIO)	21	FAD66DB001	\$ 52,000.00	\$ 5,720.00	\$ 57,720.00	11%
Fire Accreditation Data Specialist	21	FAD80FA001	\$ 51,371.00	\$ 5,650.81	\$ 57,021.81	11%
Public Education Specialist	20	FPR66EL001	\$ 48,554.00	\$ 5,340.94	\$ 53,894.94	11%
QUARTERMASTER, FIRE	17	FAD66NK001	\$ 51,873.66	\$ 5,706.10	\$ 57,579.76	11%
EMS Coordinator	24	FTR45VL001	\$ 60,800.00	\$ 6,688.00	\$ 67,488.00	11%
Building Maintenance Tech	12	FAD48MT001	\$ 38,269.67	\$ 4,209.66	\$ 42,479.33	11%
DEPUTY DIRECTOR, EMS	24	EMM41LV001	\$ 59,820.00	\$ 6,580.20	\$ 66,400.20	11%
EMERGENCY MANAGEMENT	18	EMM45KS001	\$ 40,162.00	\$ 4,417.82	\$ 44,579.82	11%

**Augusta Fire Department Salary Compression and Retention Plan
Proposed Funding**

Item 29.

Funding Needed \$ **1,038,050.32**

Abolish	# Positions	Salary w/ARP	Total
EMS Lieutenant	3	\$ 52,340.27	\$ 157,020.81
EMS Sergeant/Driver	5	\$ 48,933.52	\$ 244,667.60
Firefighter Engineer	13	\$ 48,933.52	\$ 636,135.76
Total			\$ 1,037,824.17

Positions Abolished

Title	Grade	PCN
EMS SERGEANT	17	F0146ES001
EMS SERGEANT	17	F0146ES002
EMS SERGEANT	17	F0146ES003
EMS SERGEANT	17	F0146ES004
EMS SERGEANT	17	F0146ES005
EMS LIEUTENANT	20	F0146ET001
EMS LIEUTENANT	20	F0146ET002
EMS LIEUTENANT	20	F0146ET003
FIRE DRIVER ENGINEER	17	F0147VK090
FIRE DRIVER ENGINEER	17	F0147VK085
FIRE DRIVER ENGINEER	17	F0147VK084
FIRE DRIVER ENGINEER	17	F0147VK083
FIRE DRIVER ENGINEER	17	F0147VK082
FIRE DRIVER ENGINEER	17	F0147VK072
FIRE DRIVER ENGINEER	17	F0147VK068
FIRE DRIVER ENGINEER	17	F0147VK060
FIRE DRIVER ENGINEER	17	F0147VK058
FIRE DRIVER ENGINEER	17	F0147VK057
FIRE DRIVER ENGINEER	17	F0147VK024
FIRE DRIVER ENGINEER	17	F0147VK039
FIRE DRIVER ENGINEER	17	F0147VK045



Commission Meeting

February 20, 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