



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, January 02, 2024

2:00 PM

INVOCATION

Reverend David B. Hunter, Senior Pastor, Lutheran Church of the Resurrection

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

DELEGATION(S)

- A. **Mr. Lawrence A. Brannen** regarding his Non-Profit "Ex-Offenders for Reform and Advancement, Inc."

CONSENT AGENDA

(Items 1-10)

PLANNING

1. **Motion to amend Zoning petition Ordinance No. 7908 (Z-23-43)** that was approved by the Augusta Commission on October 17, 2023. Our request is to correct the property address that was approved as 4200 Valencia Way to reflect the correct address which is 1491 Goshen Road. Tax Map #199-0-088-00-0.
2. **Final Plat -S-988** – Granite Hill Sec 4 PH – A petition by Southern Partners Inc. requesting final plat approval for **Granite Hill Section 4 PH V, located at 4098 Cottingham Way**. Tax Map 067-0-001-00-0. District 3.. Reviewing agency approval 11/20/2023
3. **Z-23-41** – A petition by Johnathan Thomas on behalf of Demure Properties, LLC requesting a rezoning from **zone R-1B (One-family Residential) to zone R-2 (Two-family Residential) affecting property containing approximately 0.2 acres located at 2005 Grand Boulevard**. Tax Map 072-2-037-00-0.
4. **SE-23-06** – A petition by Arvind Patel on behalf of Reray Properties, LLC requesting a **Special Exception to establish a liquor store** per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.29 acres located at **3107 Deans Bridge Road. Zoned B-1 (Neighborhood Business)**. Tax Map #096-2-205-00-0.
5. **SE-23-09** – A petition by Brian Byler on behalf of David A. Duffie requesting a **Special Exception** to construct a private recreational facility per Section 26-1(i) of the Comprehensive Zoning Ordinance affecting properties containing approximately 10.57 acres located at **3805, 3807, and 3819 Wrightsboro Road. Zoned R-3B (Multiple-family Residential)**. Tax Map #039-0-019-00-0, 040-0-109-00-0 and 040-0-110-00-0.

- 6. SE-23-10** – A petition by Rimrock Development Holdings on behalf of Patricia M Reece requesting a **Special Exception** to construct an extended stay hotel per Section 22-2(d) of the Comprehensive Zoning Ordinance affecting property containing approximately 3.7 acres located at **3731-Wheeler Road. Zoned B-2 (General Business)**. Tax Map #030-0-230-06-0.
- 7. Z-23-51** – A petition by Carmela Ann Thomas requesting a rezoning from zone **R-1C (One-family Residential)** and **R-MH (Manufactured Home Residential)** to zone **R-MH (Manufactured Home Residential)** affecting property containing approximately 0.33 acres located at **2802 April Drive**. Tax Map #094-0-367-00-0.
- 8. Z-23-52** – A petition by Patrick Wells on behalf of PLM of Augusta Properties, LLC, requesting to remove condition number 7 of previously adopted zoning case Z-21-18, which limits the use of the property to a landscaping business only and restricts storage of landscaping-related materials, affecting property containing approximately 10.67 acres located at **2930 Milledgeville Road**. Tax Map 070-4-100-00-0.
- 9. Z-23-53** – A petition by Tasha Madison on behalf of Standard Leverett requesting a rezoning from zone R-1A (One-family Residential) to zone **R-MH (Manufactured Home Residential)** affecting property containing approximately 0.4 acres located at **2016 Merritt Road**. Tax Map #055-4-053-01-0.

PETITIONS AND COMMUNICATIONS

- 10.** Motion to **approve** the December 5, 2023 regular meeting minutes and Special Called Meeting Minutes held December 15 & 18, 2023.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 11-21)

PUBLIC SERVICES

- 11.** Motion to approve a land lease agreement with Brown & Gold Aero Investments, LLC for an approximate 174,240 square foot parcel of land (Parcel A) located in the former maintenance compound location. Additionally, Lessee is requesting a ten (10) year lease option on an additional +/- 7.5 acres of land south of Parcel A. Approved by the Augusta Aviation Commission on December 19, 2023.

ADMINISTRATIVE SERVICES

- 12.** Motion to approve a one-year extension of the Augusta Fleet Maintenance Contract for 2024 at a contract cost of \$3,251,745 and noncontract labor cost of \$30.00 per hour and after hour rate of \$50.00 to First Vehicle Services.
- 13.** Motion to approve 2024 budget for Electric Vehicle Charging Program located at 535 Telfair Street Augusta, GA 30901.

ENGINEERING SERVICES

- 14.** Discussion of lighting on Jimmy Dyess Parkway. **(Requested by Commissioners Bobby Williams and Catherine McKnight)**
- 15.** Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 14. Also, approve Augusta Utilities Department easement deed and maintenance agreement.
- 16.** Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Townhomes at Diamond Lakes Also, approve Augusta Utilities Department easement deed and maintenance agreement.

PUBLIC SAFETY

- 17.** Update from Central Emergency Management Services. **(Requested by Commissioner Bobby Williams)**
- 18.** Approve and accept a grant award for the continuation of the Victim of Crime Act (VOCA) Grant with funding of \$53,460 from the Criminal Justice Coordination Council of Georgia (CJCC) to provide services to crime victims for the period of October 1, 2023, through September 30, 2024, and authorize the Mayor to execute the necessary documents.
- 19.** Motion to approve entering into Contract with PAS Consulting Group, LLC to provide professional services in developing and administering promotional assessments for the ranks in the Augusta Fire Department and authorize the mayor to execute all necessary documents. The Contract will be for three years with two one-year renewals. (RFP 23-245)
- 20.** Approve Global Master Services Agreement with ADP to Implement a Comprehensive Human Resources Information System (HRIS) and Payroll System (RFP 23-160).

LEGAL MEETING

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



Commission Meeting

January 2, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Lawrence A. Brannen regarding his Non-Profit "Ex-Offenders for Reform and Advancement, Inc."
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

AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>02/02/2024</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Lawrence Anthony Brannen
 Address: 2331 Old McDuffie Road
 Telephone Number: 706-524-6786
 Fax Number: _____
 E-Mail Address: exoffendersforreform@gmail.com

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

Introduce myself, my nonprofit "Ex-offenders For Reform and Advancement Inc." and its purpose. Request some form of partnership that would allow the nonprofit group to be engage in community service initiatives.

Please send this request form to the following address:

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

Telephone Number: 706-821-1820
 Fax Number: 706-821-1838
 E-Mail Address: nmorawski@augustaga.gov

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



Commission Meeting

January 2, 2024

Item Name: Amend Ordinance No. 7908

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Motion to amend Zoning petition Ordinance No. 7908 (Z-23-43)</u> that was approved by the Augusta Commission on October 17, 2023. Our request is to correct the property address that was approved as 4200 Valencia Way to reflect the correct address which is 1491 Goshen Road. Tax Map #199-0-088-00-0.
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

ORDINANCE NO. 1908

An Ordinance to amend the Comprehensive Zoning Ordinance adopted by the Augusta, Georgia Commission effective September 16, 1997 (Ordinance No. 5960) together with all amendments which have been approved by either the Augusta Commission as authorized under the Home Rule Provisions of the Comprehensive Zoning Map from Constitution of the State of Georgia" by changing the Comprehensive Zoning map by Rezoning from Zone R-1D (One-family Residential) and R-3C (Multiple-family Residential) to R-1E (One-family Residential) affecting property located on the northwest right-of-way line of Goshen Road approximately 585 feet northeast of the intersection of Goshen Lakes Drive South; and for the repeal of ordinances in conflict herewith and for other purposes:

THE AUGUSTA, GEORGIA COMMISSION HEREBY ORDAINS:

SECTION I. That the Comprehensive Zoning Ordinance adopted by the Board of Commissioners of Richmond County on the 15th day of November 1983, the caption of which is set out above, is amended by changing the Comprehensive Zoning Map by changing the zoning from Zone R-1D (One-family Residential) and R-3C (Multiple-family Residential) to R-1E (One-family Residential) as follows:

Commence at the intersection of south road right-of-way line of Goshen Road and the west road right-of-way line of Goshen Lakes Drive South; thence north crossing over said Goshen Road a distance of 80.00 feet more or less to the north road right-of-way line of said Goshen Road; thence easterly along said north road right-of-way line of Goshen Road a distance of 400.00 feet more or less to what appears to be the north bank of Spirit Creek and the Point of Beginning; thence continue in a northeasterly direction still along said north road right-of-way line of Goshen Road a distance of 679.98 feet more or less; thence northwesterly a distance of 264.20 feet more or less; thence north a distance of 152.20 feet more or less to the southeast corner of Lot 9, Block B, Phase 2, The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia; thence North 63°05'16" West 250.98 feet to the northwest corner of Lot 18, Block B, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia; thence North 26°54'42" East along the west property line of said Lot 18, Block B, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia; a distance of 86.00 feet to the northwest corner of said Lot 18, Block B, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia and the south right-of-way line of Valencia Lane; thence northwesterly along said south right-of-way line of Valencia Lane a distance of 249.00 feet more or less to the southeast corner of Lot 82, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia; thence northwesterly along the south property line of said Lot 82, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County,

Georgia a distance of 128.10 feet more or less to the northwest corner of said Lot 82, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia; thence northeasterly along the west property line of said Phase 2 of The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia a distance of 75.00 feet more or less to the southeast corner of Lot 76, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia; thence west along the south property line of said Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia a distance of 119.97 feet to the southwest corner of Lot 73, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia; thence north along the west property line of said Lot 73, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia a distance of 100.00 feet to the northwest corner of said Lot 73, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia and the south right-of-way line of Tarragona Terrace; thence west along said south right-of-way line of Tarragona Terrace a distance of 17.70 feet more or less; thence north across said Tarragona Terrace a distance of 40.40 feet more or less to the north right-of-way line of said Tarragona Terrace; thence east along said north right-of-way line of Tarragona Terrace a distance of 14.30 feet more or less to the southwest corner of Lot 72, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia; thence north along the west property line of said Lot 72, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia a distance of 100.00 feet to the northwest corner of Lot 72, Phase 2 of said The Village At Goshen recorded in the Clerk of Superior Courts Office of Richmond County, Georgia; thence northwesterly 18.00 feet more or less to a powerline easement; thence west along said powerline easement a distance of 1,030.10 feet more or less; thence southwesterly a distance of 320.45 feet more or less; thence in a more southerly direction a distance of 564.50 feet to the rear property line of Tax Map Parcel # 199-0-152-00-0 and said north bank of Spirit Creek; thence in a southeasterly direction along the established said north bank of Spirit Creek a distance of 1,848 feet more or less to said north road right-of-way line of Goshen Road and the Point of Beginning. Said property containing 30.65 acres, more or less. Located at 4200 Valencia Lane. Tax Map #119-0-088-00-0.

SECTION II – This amendment to the Comprehensive Zoning Maps for Augusta, Georgia is subject to the following conditions:

1. Development of the property shall not exceed 77 townhome units with a minimum lot width of twenty-five (25) feet.
2. There shall be a twenty-five (25) foot buffer established from the delineated wetlands and no structures shall be located within the wetlands to avoid any negative impacts to this environmentally sensitive land.
3. The developer shall obtain any necessary permits required from Army Corps of Engineers for the development of the property.
4. The townhome units shall feature a minimum of four (4) substantively distinct front façade designs, to be approved by Planning & Development staff. No adjacent units shall use identical façades. The developer shall abstain from the use of vinyl siding along front façades.
5. Approval of the rezoning request shall not constitute approval of the conceptual subdivision plan submitted with the rezoning request. Subdivision Development Plan

approval, in compliance with the Land Subdivision Regulations of Augusta-Richmond County, is required prior to commencement of any improvements to the property.

6. This development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County Georgia, including the Flood Damage Prevention Ordinance at the time of development.

SECTION III. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Done in Open Meeting under the Common Seal thereof this 17th day of October, 2023.



Mayor Garnett L. Johnson

ATTEST:



Lena J. Bonner, Clerk of Commission

This petition was published in the Augusta Chronicle, Thursday, September 14, 2023, by the Planning Commission for public hearing on October 2, 2023.

One Reading _____

Z-23-43



Commission Meeting

January 2, 2024

Item Name: Final Plat S-988 Granite Hill Sec 4 PH

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	Final Plat -S-988 – Granite Hill Sec 4 PH – A petition by Southern Partners Inc. requesting final plat approval for Granite Hill Section 4 PH V, located at 4098 Cottingham Way. Tax Map 067-0-001-00-0. District 3. Reviewing agency approval 11/20/2023
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approval
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: Final Plat – Granite Hill Section 4 PH – S-988

Hearing Date: Monday, December 4, 2023

Applicant: Southern Partners Incorporated

Property Owner: Crowell & Company Incorporated

Address of Property: 4098 Cottingham Drive

Tax Parcel #: 067-0-001-00-0

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

Neighborhood or Subdivision: Granite Hill

Commission District: 5 (B. Williams)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: Yes

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

Case Number: Final Plat – Granite Hill Section 4 PH – S-988

Hearing Date: Monday, December 4, 2023

Applicant: Southern Partners Incorporated

Property Owner: Crowell & Company Incorporated

Address of Property: 4098 Cottingham Drive

Tax Parcel #: 067-0-001-00-0

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

Neighborhood or Subdivision: Granite Hill

Commission District: 5 (B. Williams)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: Yes



Commission Meeting

January 2, 2024

Item Name: Z-23-41

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-41</u> – A petition by Johnathan Thomas on behalf of Demure Properties, LLC requesting a rezoning from zone R-1B (One-family Residential) to zone R-2 (Two-family Residential) affecting property containing approximately 0.2 acres located at 2005 Grand Boulevard. Tax Map 072-2-037-00-0.
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, GEORGIA
PLANNING COMMISSION
STAFF REPORT**

Case Number: Z-23-41

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

Applicant: Johnathan Thomas

Property Owner: Denure Properties, LLC

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

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

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

Commission District: 2 (S. Pulliam)

Super District: 9 (F. Scott)

Fort Eisenhower Notification Required: N/A

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

Summary of Request:

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

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

Comprehensive Plan Consistency:

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

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

Findings:

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

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

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

LETTER OF INTENT

ATTN:

To whom it may concern

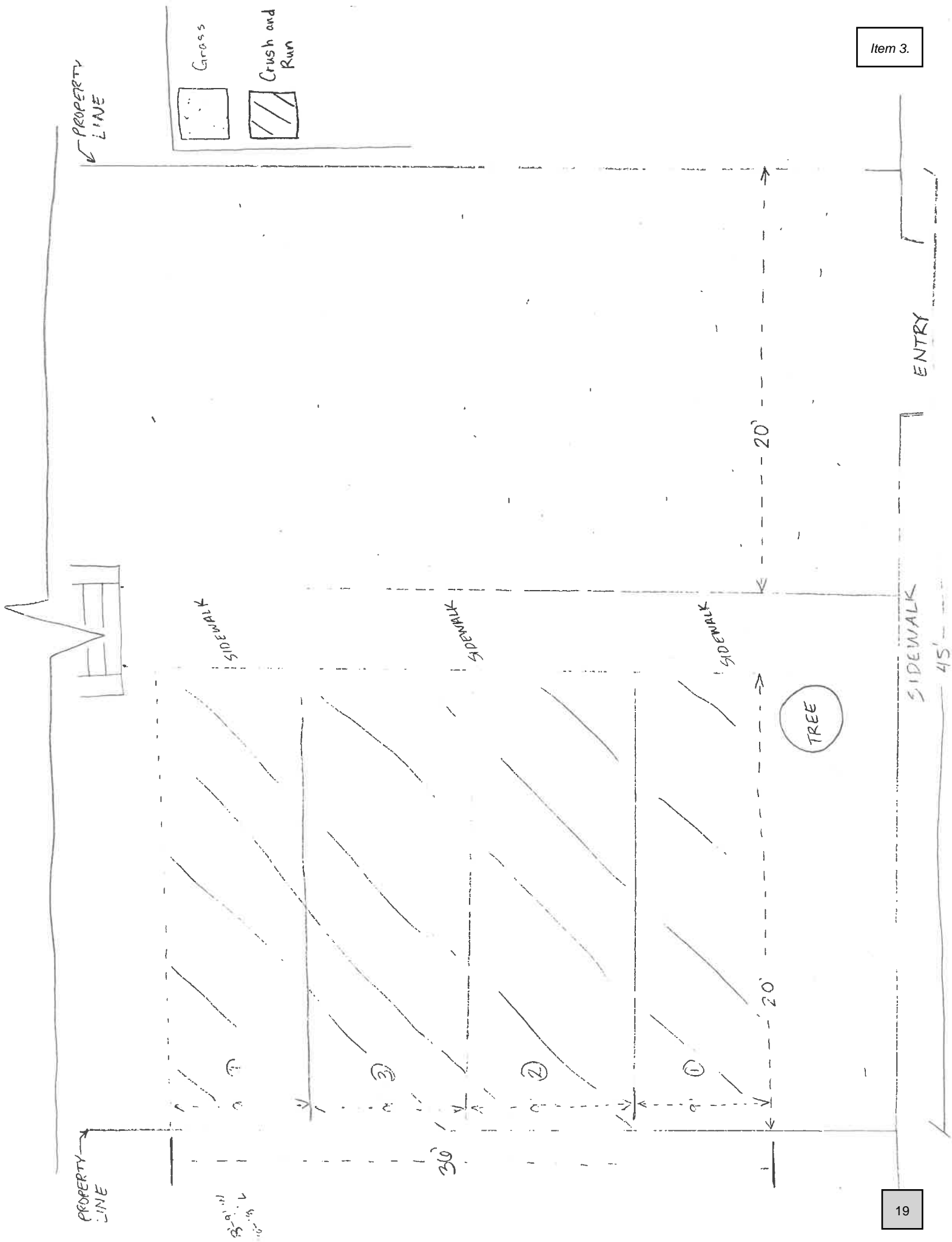
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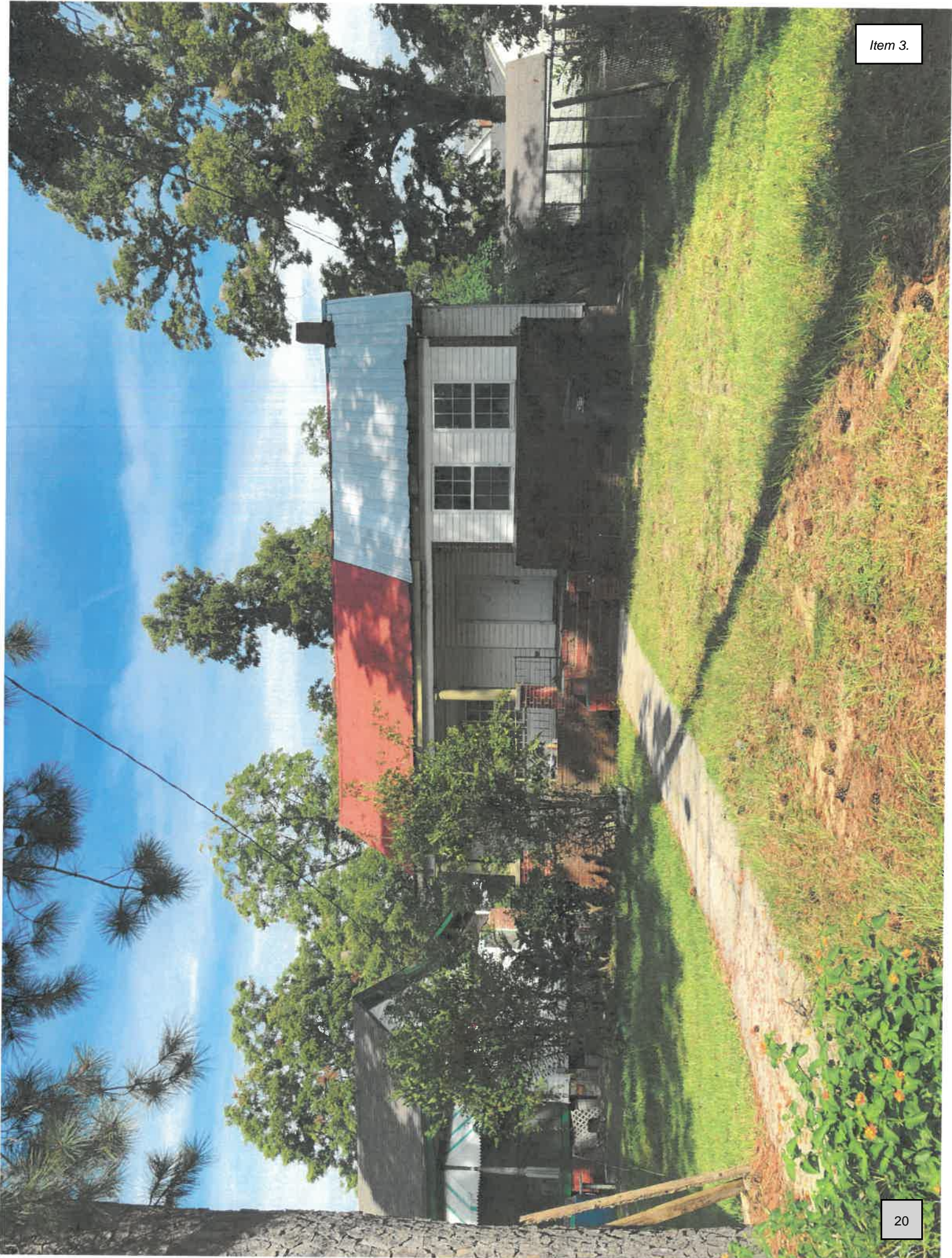
Jonathan Thomas
3032 Stallion Ridge
Graniteville, SC, 29829

Greetings,

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

Sincerely,
Jonathan Thomas






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

Aerial

Legend

 Subject Property



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

Augusta, GA Disclaimer

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

Item 3.



0 100 Feet




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

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

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

Current Zoning

Legend

 Subject Property

Zoning Classification

 R-1A: One Family Residential

 R-1B: One Family Residential

 R-3B: Multiple-Family Residential



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

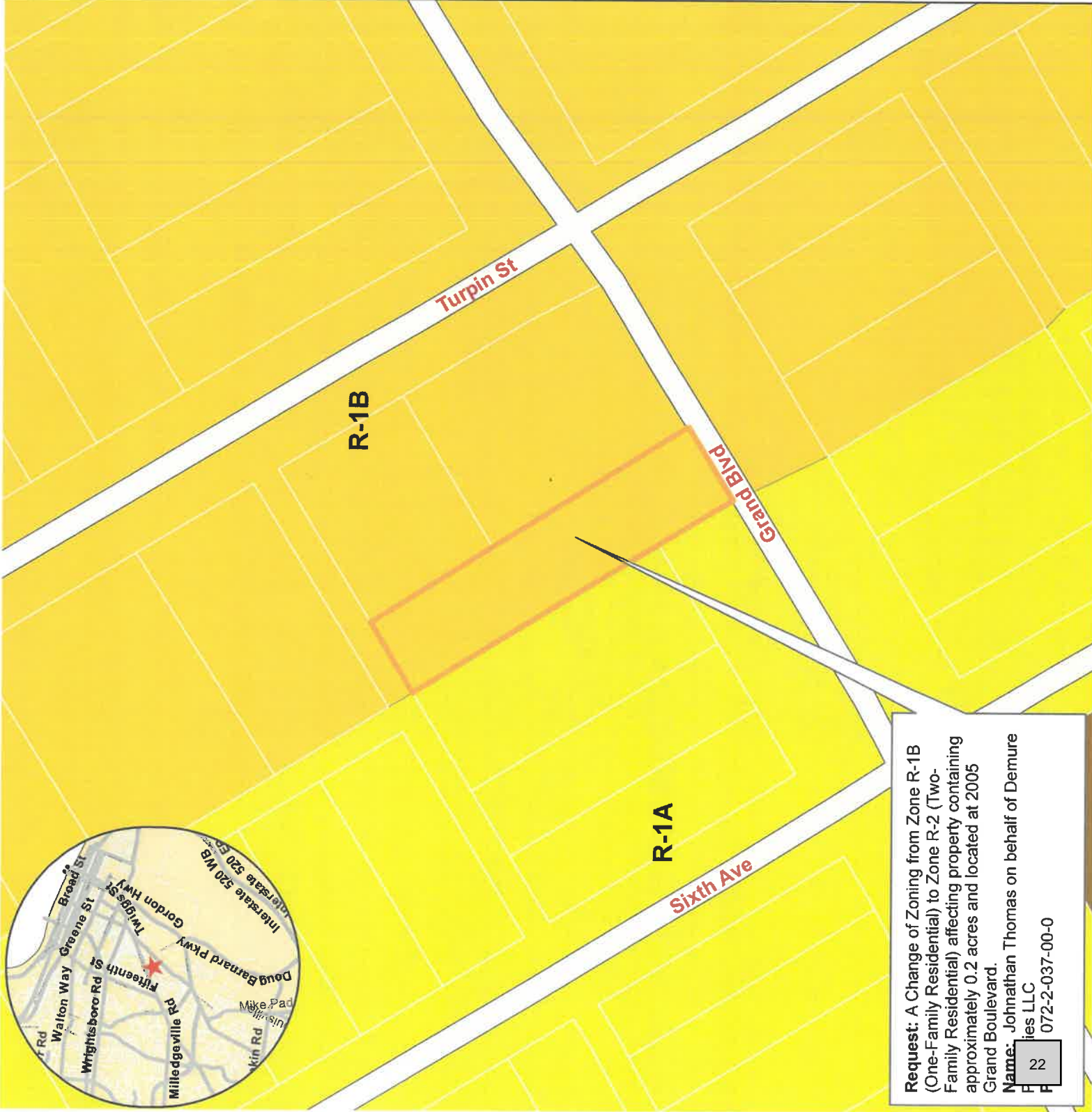
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Item 3.



0 100 Feet



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

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

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

Future Zoning

Legend


 Subject Property

Zoning Classification

 R-1A: One Family Residential

 R-1B: One Family Residential

 R-3B: Multiple-Family Residential

 R-2: Two-Family Residential



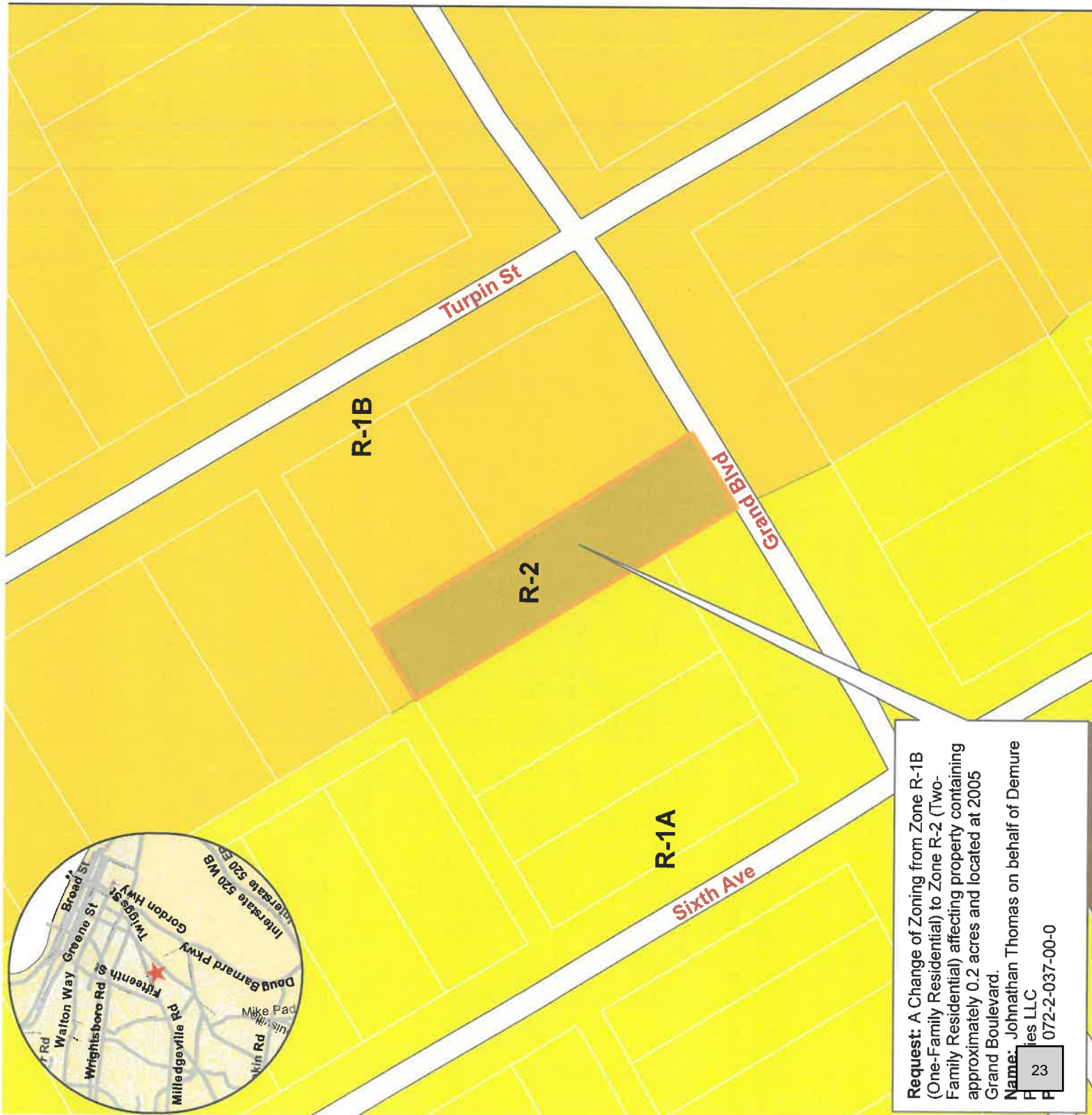
Produced By: City of Augusta
Planning & Development Department
535 Teifair Street Suite 300
Augusta, GA 30901
11/27/2023 MH18072

Augusta, GA Disclaimer

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0 100 Feet



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

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



Commission Meeting

January 2, 2024

Item Name: SE-23-06

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>SE-23-06</u> – A petition by Arvind Patel on behalf of Reray Properties, LLC requesting a special exception to establish a liquor store per Section 21-2(c) of the Comprehensive Zoning Ordinance affecting property containing approximately 0.29 acres located at 3107 Deans Bridge Road. Zoned B-1 (Neighborhood Business). Tax Map #096-2-205-00-0.
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-23-06

Hearing Date: Monday, December 4, 2023

Applicant: Arvind Patel

Property Owner: Reray Properties, LLC

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

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

Present Zoning: B-1 (Neighborhood Business)

Commission District: 5 (Bobby Williams)

Super District: 9 (Francine Scott)

Fort Gordon Notification Required: No

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

Summary of Request:

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

Compatibility:

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

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

Findings:

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

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

Background:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION: Staff, in light of the apparent contrast in state and local ordinances, interprets that the state’s definition (i.e. including vocational schools in the distance restriction for licensing) should supersede the local definition, and that these definitions should reasonably inform the definition of a school when reviewing special exception applications. It is based on this rationale that staff determines the subject property out of compliance with the 1,000 feet criterion. The Planning Commission recommends **Denial** of this Special Exception request.

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

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

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

Dear Commissioners,

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

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

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

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

Sincerely,



**Arvind Patel
Member of Laxmi Narayan Holdings, LLC.**




Planning Commission
SE-23-06
December 4, 2023

3107 Deans Bridge Road

Aerial

Legend

 Subject Property



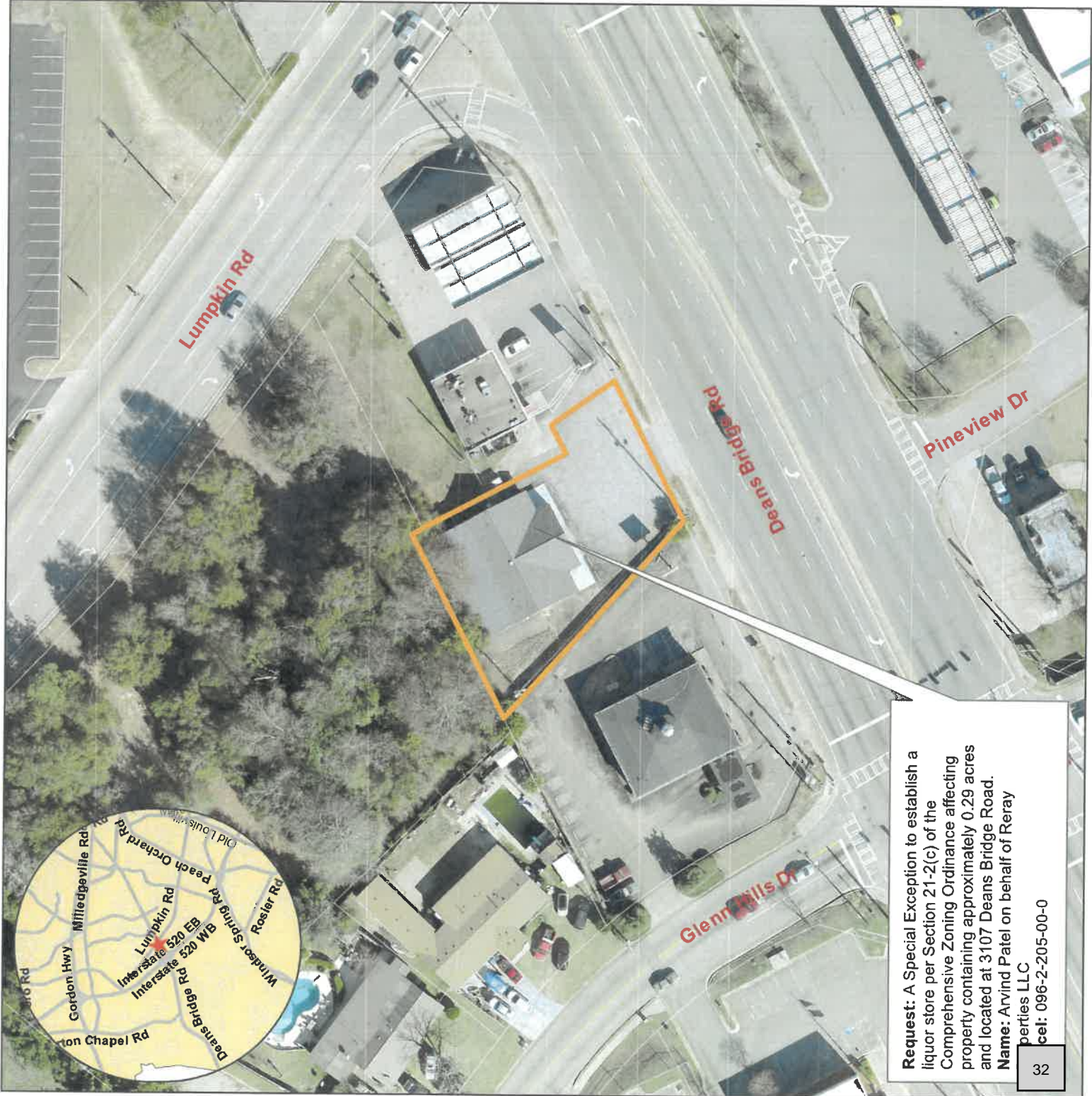
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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
11/28/2023 MH18072

Augusta, GA Disclaimer

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Item 4.



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

Name: Arvind Patel on behalf of Reray

Properties LLC


Cell: 096-2-205-00-0

Planning Commission
SE-23-06
December 4, 2023


3107 Deans Bridge Road

Current Zoning

Legend

 Subject Property

Zoning Classification

 B-1: Neighborhood
Business

 B-2: General Business

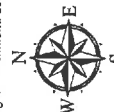
 R-1A: One Family
Residential



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Augusta, GA 30901
11/28/2023 MH18072

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0 100 Feet

Item 4.



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



Commission Meeting

January 2, 2024

Item Name: SE-23-09

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

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

Funds are available in N/A
the following accounts:

REVIEWED AND N/A
APPROVED BY:

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: SE-23-09

Hearing Date: Monday, December 4, 2023

Applicant: Brian Byler

Property Owner: David A. Duffie

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

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

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

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

Fort Eisenhower (Gordon) Notification Required: No

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

Summary of Request:

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

Comprehensive Plan Consistency:

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

Special Exception Criteria:

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

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

These criteria are evaluated thusly:

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

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

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

Findings:

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

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

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

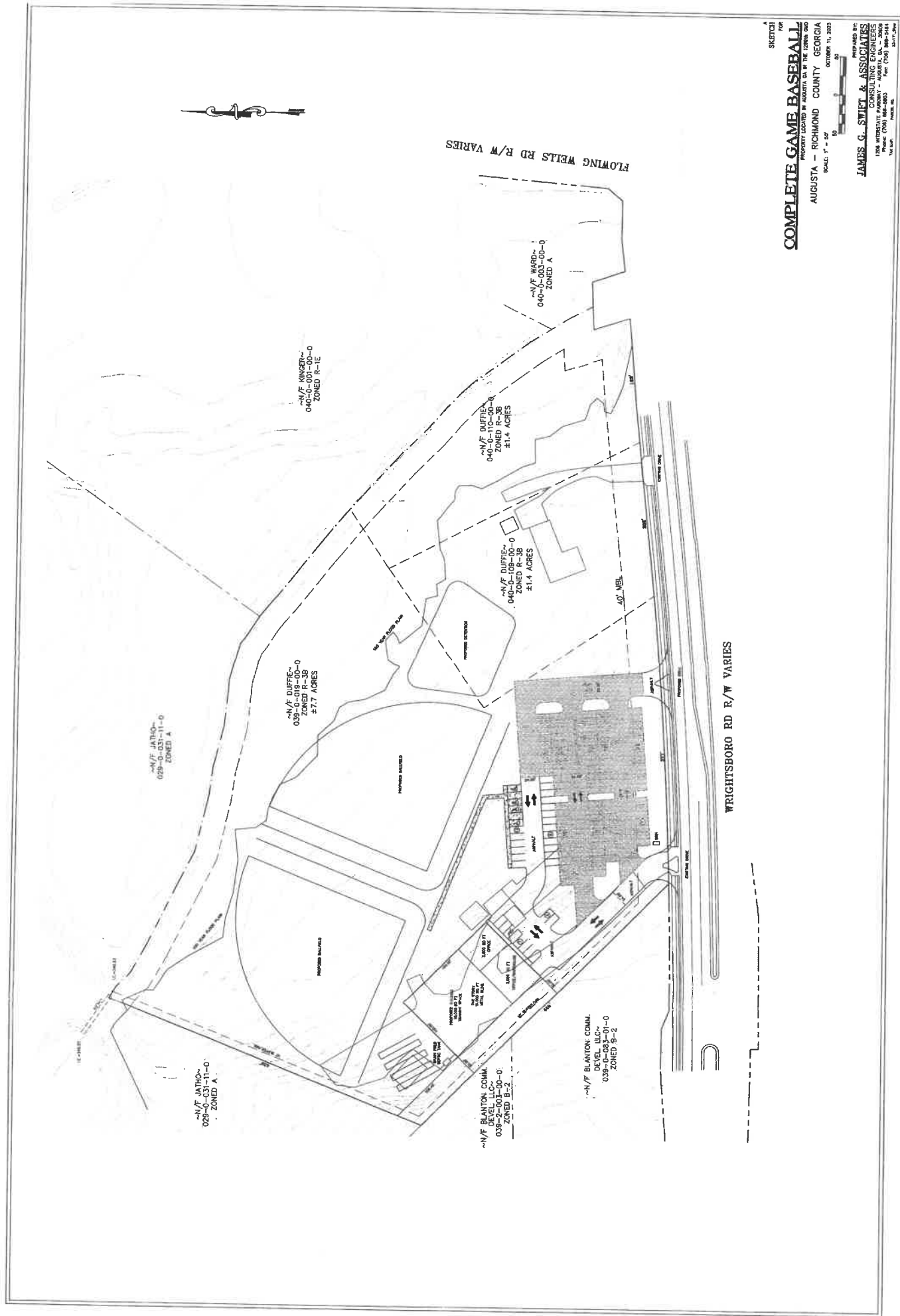
- b. Initiation of a use is established either by the issuance of a valid business license by the Augusta Planning and Development Department, or by other reasonable proof of the establishment of vested rights.
 - c. If the use is initiated within the six-month timeframe but later ceases operations for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

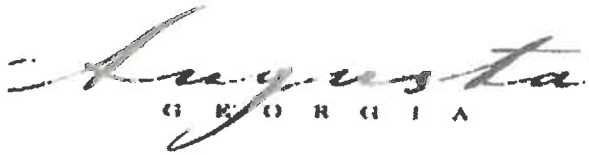
Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance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

Platinum Sports/Complete Game

3819 Wrightsboro Rd Project

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





ENGINEERING DEPARTMENT

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

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 3819 WRIGHTSBORO RD

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

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

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

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

Existing streets adjacent to property:

1) Wrightsboro Rd 3) _____
2) _____ 4) _____

Volume on each existing street (AADT):

1) 11,100 3) _____
2) _____ 4) _____

Level of Service (LOS) on each street:

1) A 3) _____
2) _____ 4) _____

Land Use Type / Code (ITE Trip Generation):

Batting Cages / (1433)

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

Cages

Trips Generated by Proposed Development:

100 TTPD

Adjusted street volumes based on trips generated:

1) 11,200 3) _____
2) _____ 4) _____

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

1) A 3) _____
2) _____ 4) _____

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

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

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

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

Official Use Only

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

Date of Review: 11-13-23

Signature of Traffic Engineer or Designee: John Ussery

Print Name: John Ussery

Title: Assistant Director




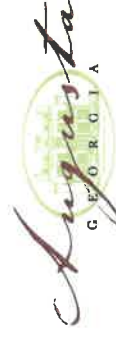
Planning Commission
SE-23-09
December 4, 2023

Multiple addresses
on Wrightsboro Road

Aerial

Legend

 Subject Property



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

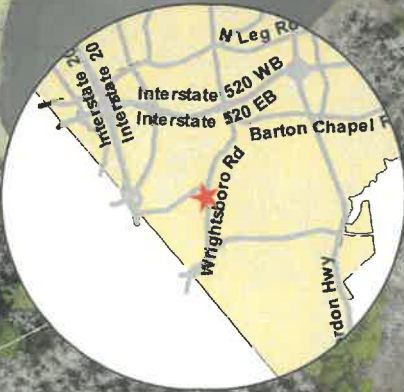
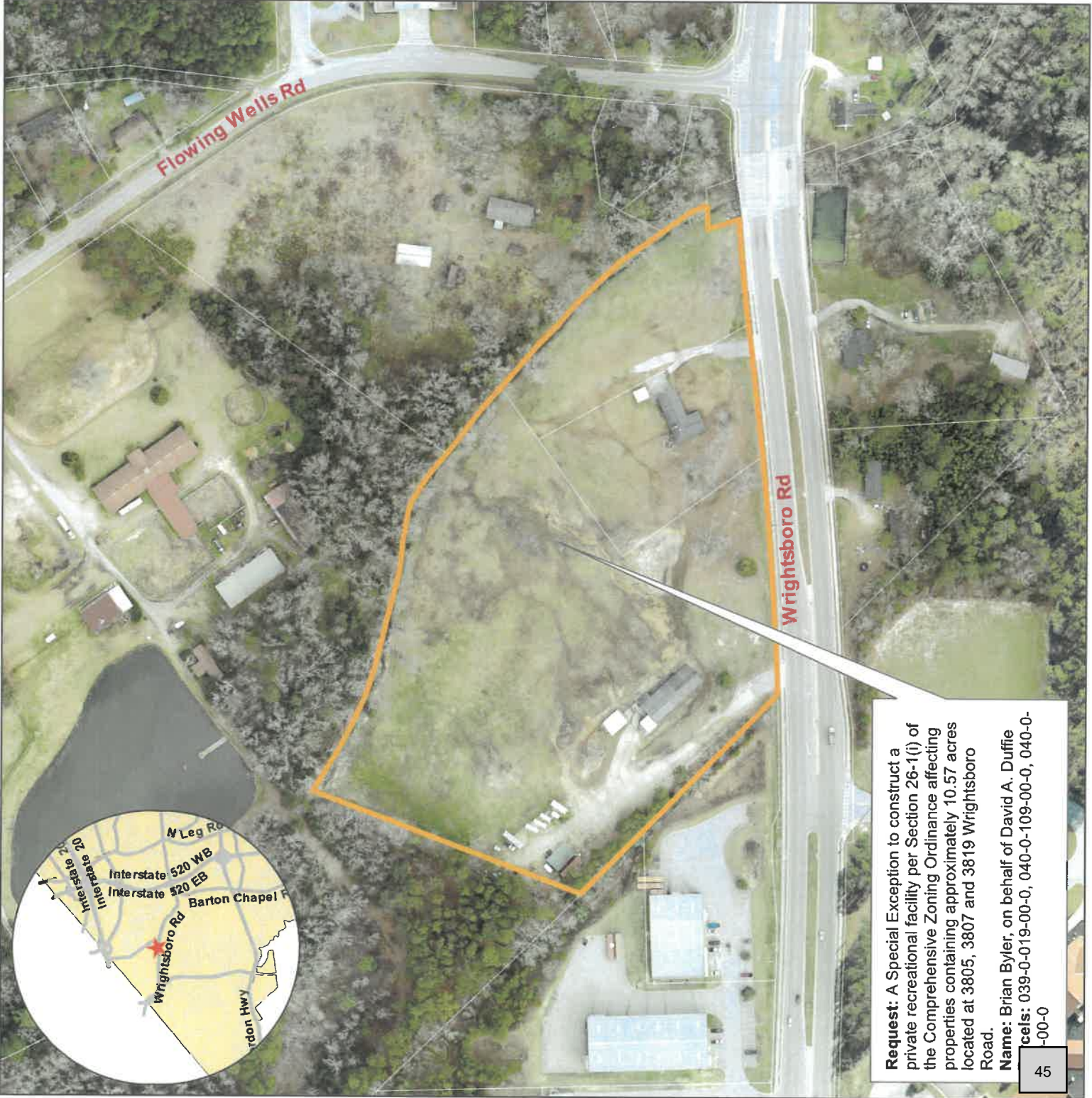
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Item 5.



0 200 Feet



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


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

Planning Commission
SE-23-09
December 4, 2023

Multiple addresses
on Wrightsboro Road


Current Zoning

Legend

 Subject Property


Zoning Classification

 A: Agriculture

 B-2: General Business

 R-1E: One Family
Residential

 R-3B: Multiple-Family
Residential

 R-MH: Manufactured Home
Residential



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

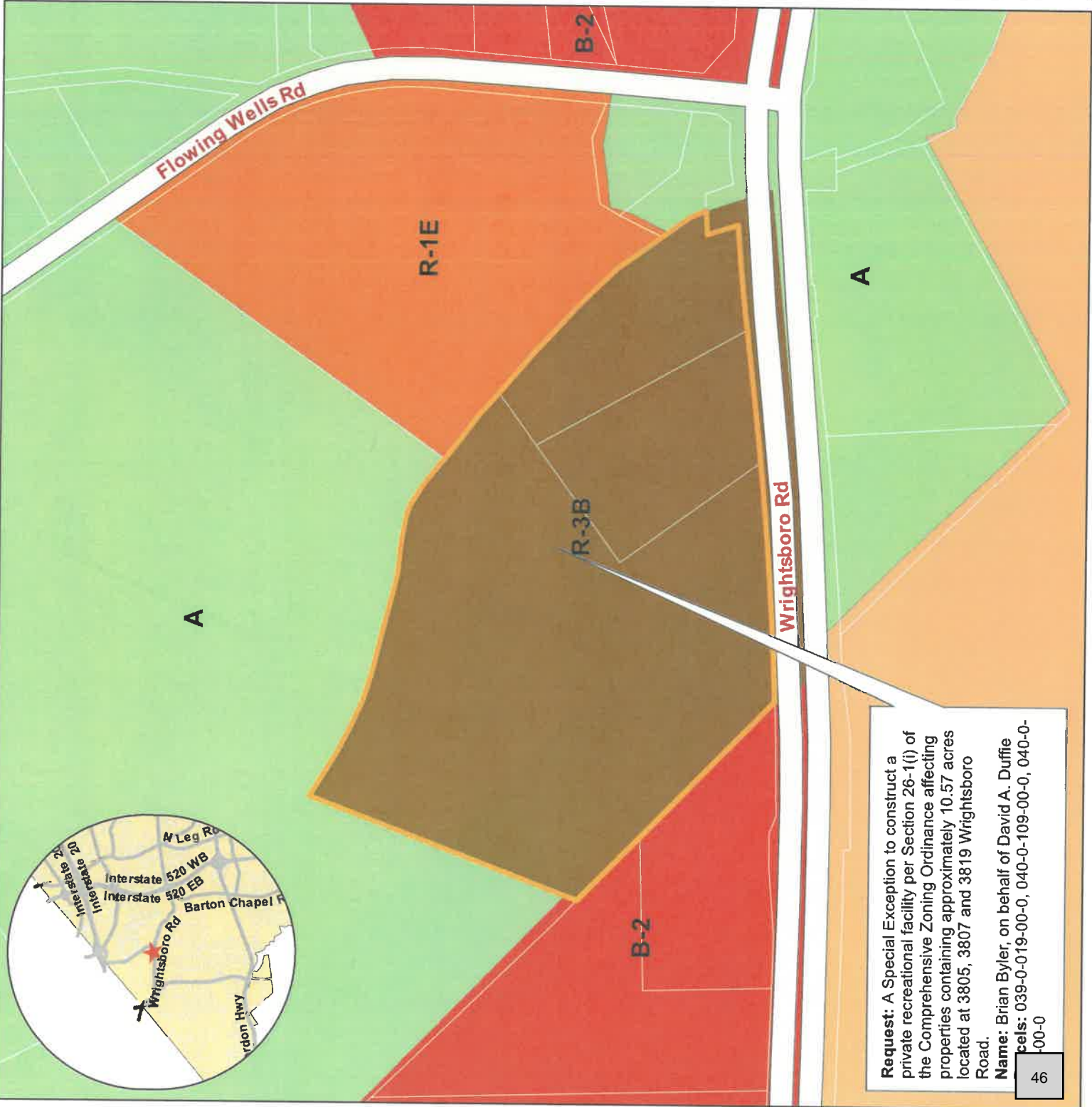
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0 200 Feet

Item 5.





Commission Meeting

January 2, 2024

Item Name: SE-23-10

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

Hearing Date: Monday, December 4, 2023

Applicant: Rimrock Development Holdings

Property Owner: Patricia M Reece

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

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

Present Zoning: B-2 (General Business)

Commission District: 3 (McKnight)

Super District: 10 (W. Guilfoyle)

Fort Eisenhower Notification Required: N/A

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

1. Summary of Request:

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

2. Comprehensive Plan Consistency:

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

3. Findings:

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

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

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

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

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



CRANSTON

CranstonEngineering.com

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

October 26, 2023

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

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

Dear Kevin,

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

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

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

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

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

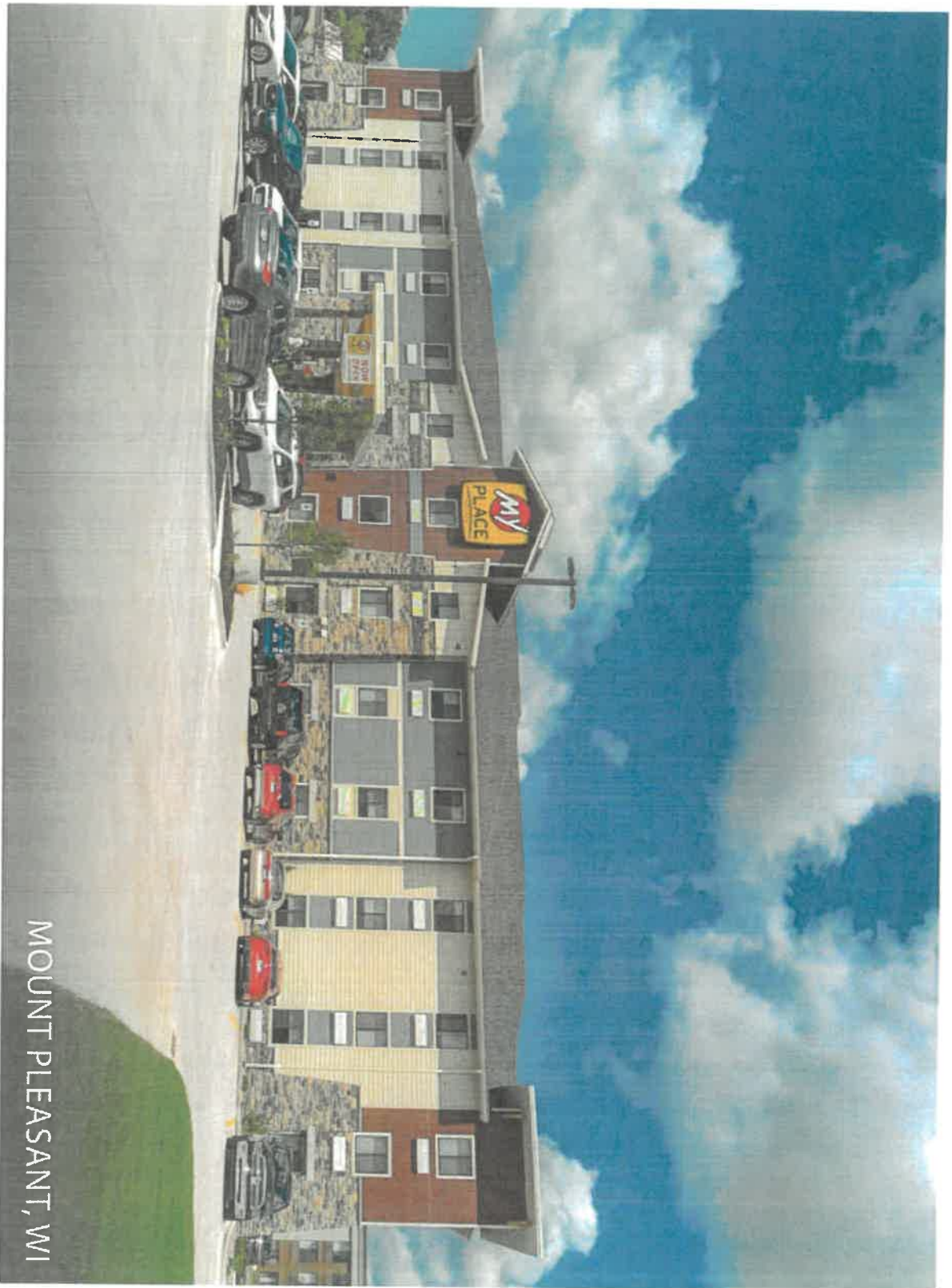
Sincerely,

CRANSTON LLC



Burt Fine

BSF/bsf
Enclosures



MOUNT PLEASANT, WI

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



EXTERIOR

6

URBAN 3 STORY - 64 UNIT



ROOM GUIDE

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

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

UNIT PLANS - GEN 2

3 STORY 64 UNIT - MAIN FLOOR




Planning Commission
SE-23-10
December 4, 2023

3731 Wheeler Road

Aerial

Legend

 Subject Property



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

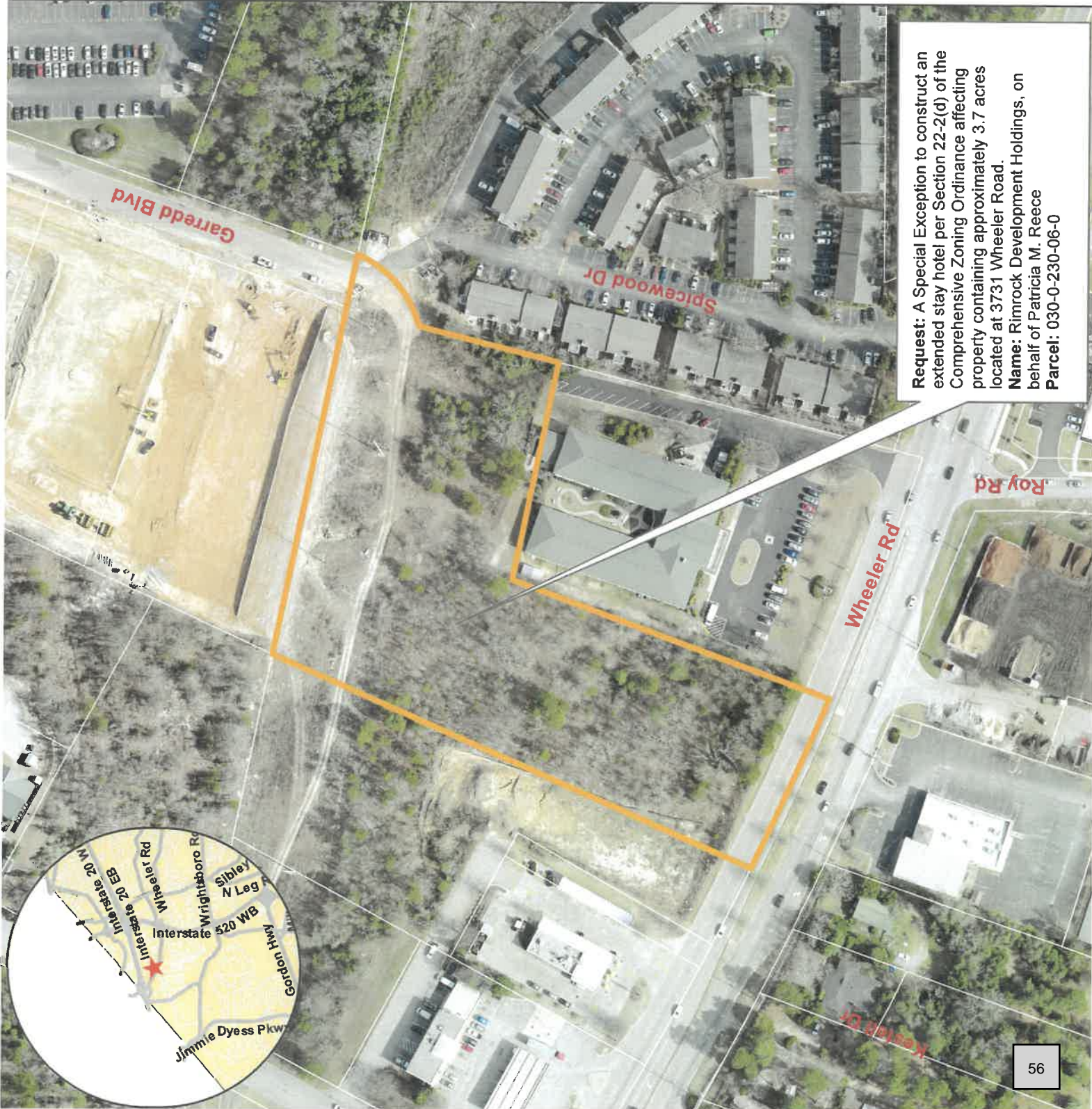
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Item 6.



0 200 Feet



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


3731 Wheeler Road

Current Zoning

Legend

 Subject Property

Zoning Classification

 B-2: General Business

 R-3B: Multiple-Family Residential

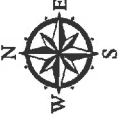


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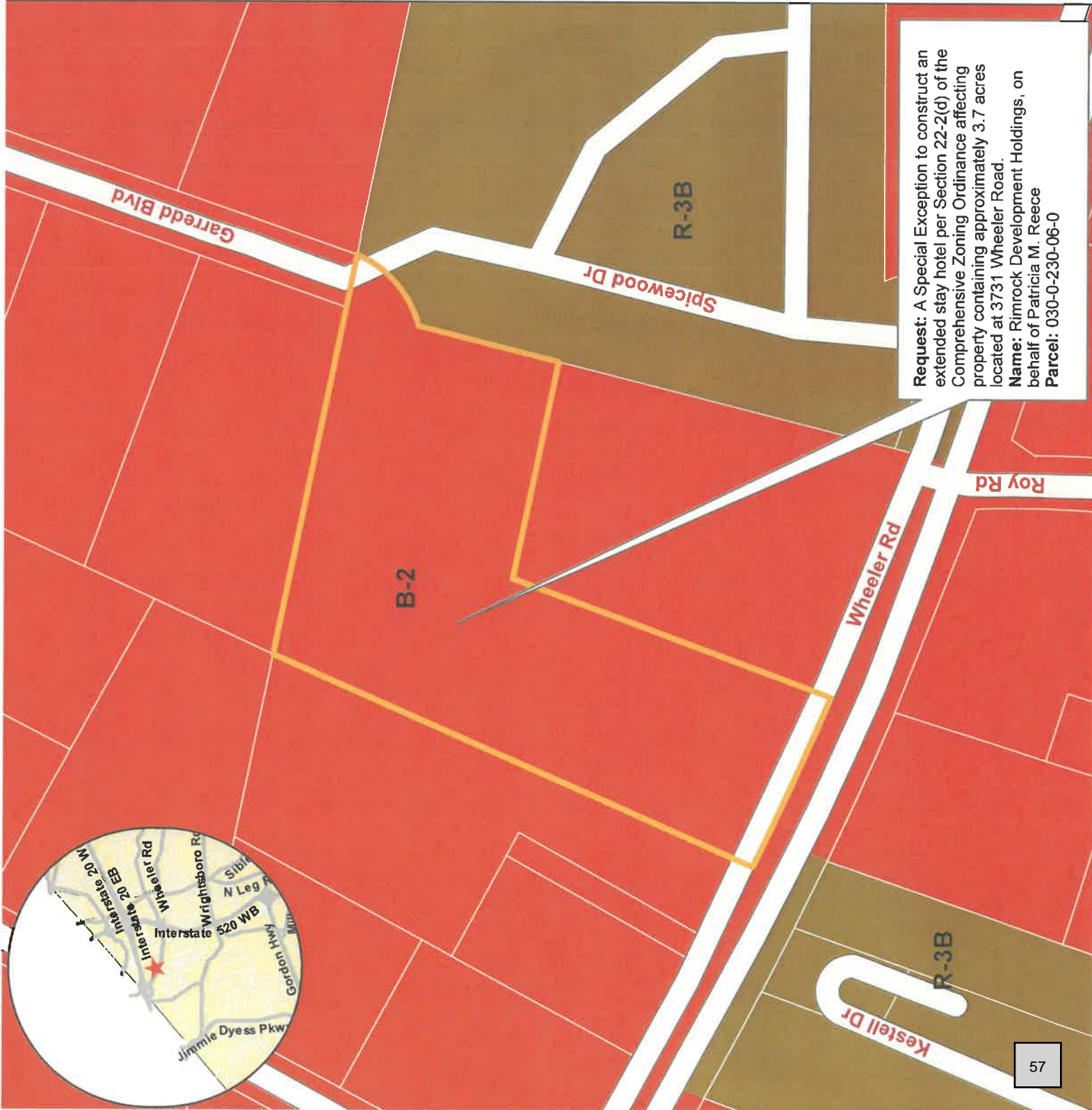
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Item 6.



0 200 Feet



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



Commission Meeting

January 2, 2024

Item Name: Z-23-51

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

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

Applicant: Carmela Ann Thomas

Property Owner: Carmela Ann Thomas

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

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

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

Commission District: 4 (A. Mason)

Super District: 9 (F. Scott)

Fort Eisenhower Notification Required: Yes

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

Summary of Request:

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

Comprehensive Plan Consistency:

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

Findings:

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

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

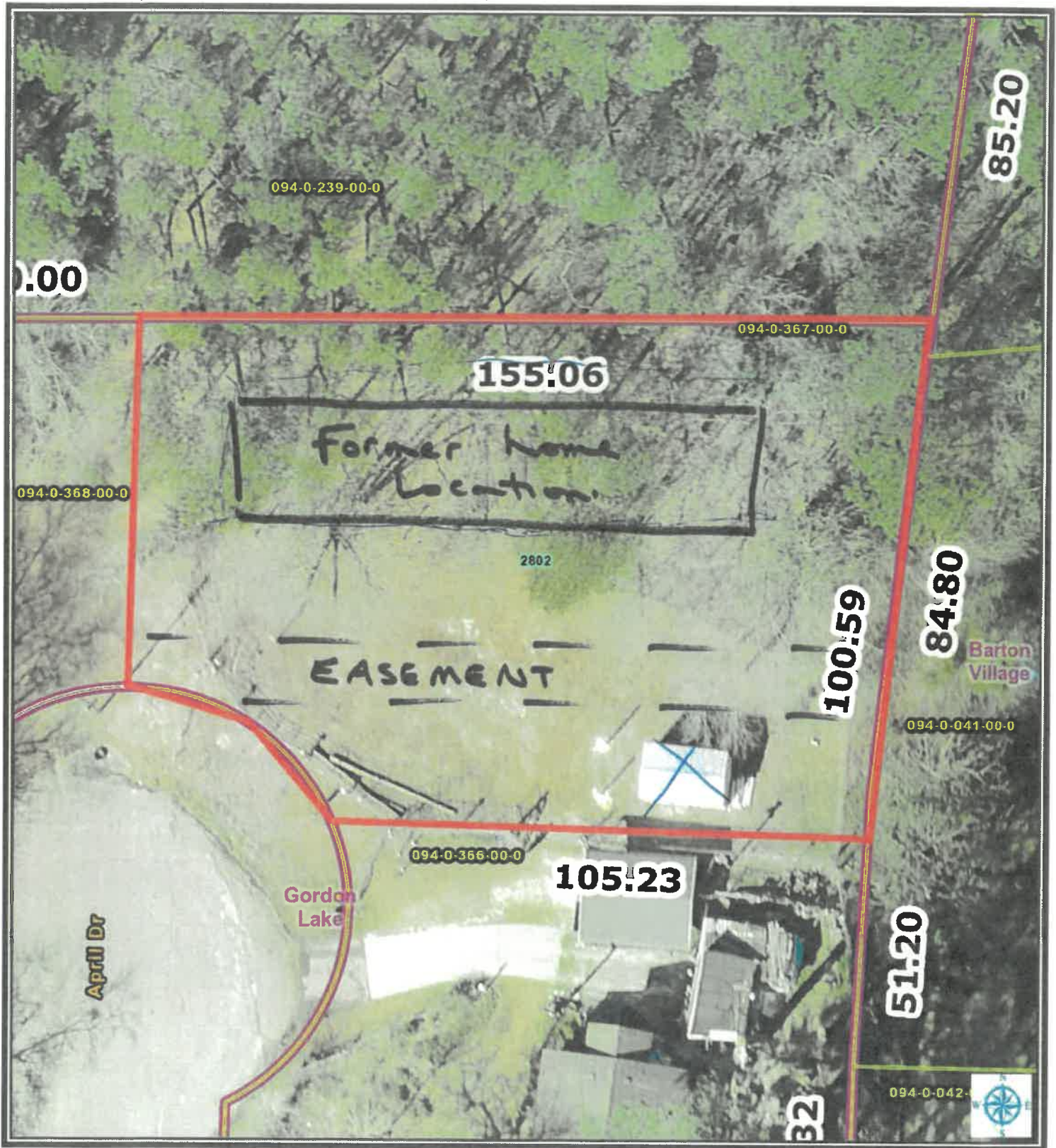
1. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development and the manufactured home placed on this lot will be a 1998 or newer.

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

9-25-2023

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

Carmela Ann Thomas



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

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Map Scale
1 inch = 25 feet

Print
Sep 62



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

Augusta
 GEORGIA
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 Planning & Development Department
 535 Telfair Street Suite 300
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Item 7.



0 200 Feet



Request: A Change of Zoning from Zone R-1C (One-Family Residential) and R-MH (Manufactured Home Residential) to Zone R-MH (Manufactured Home Residential) affecting property containing approximately 0.33 acres and located at 2802 April Drive.
 Carmela Ann Thomas
 : 094-0-367-00-0

2802 April Drive

Current Zoning

Legend

 Subject Property

Zoning Classification

 R-1C: One Family Residential

 R-3A: Multiple-Family Residential

 R-MH: Manufactured Home Residential



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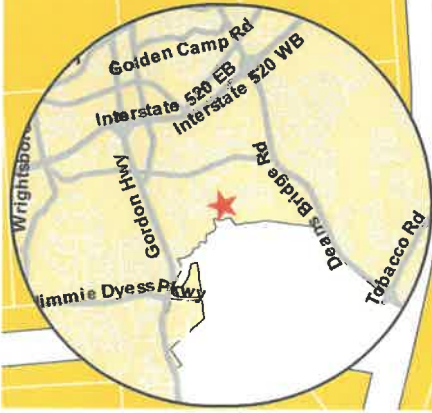
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Item 7.



0 200 Feet



Planning Commission
Z-23-51
December 4, 2023

2802 April Drive

Future Zoning

Legend

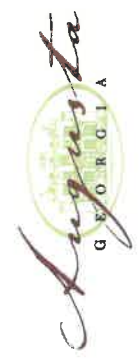
 Subject Property

Zoning Classification

 R-1C: One Family Residential

 R-3A: Multiple-Family Residential

 R-MH: Manufactured Home Residential



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

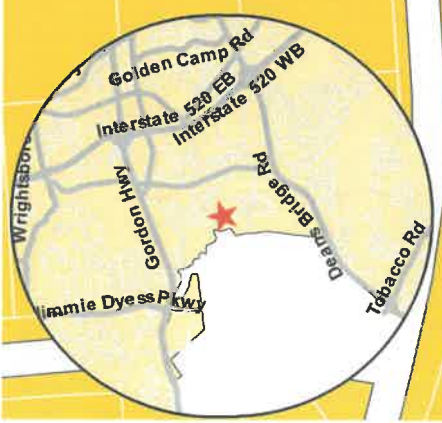
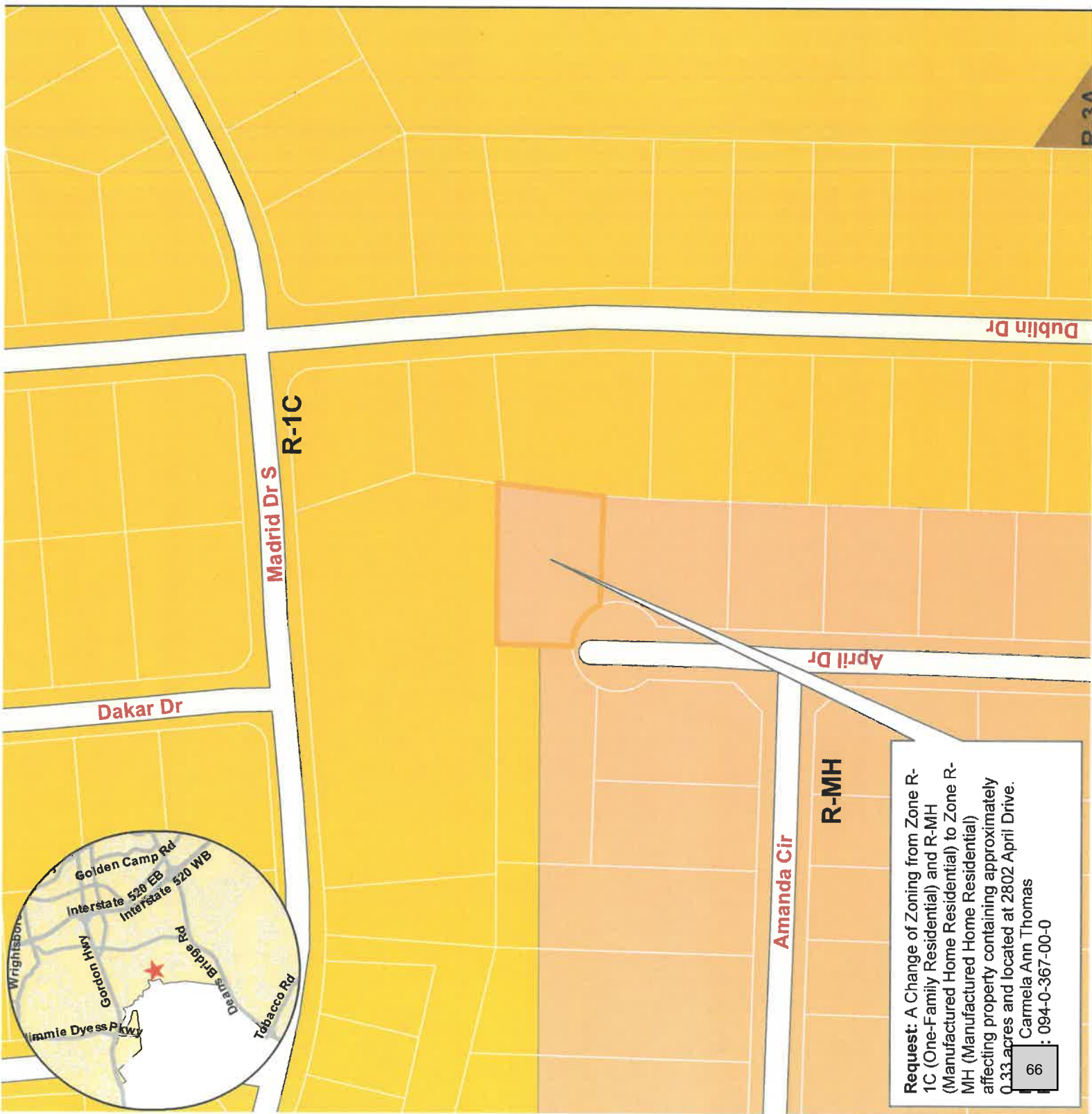
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Item 7.



0 200 Feet



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

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



Commission Meeting

January 2, 2024

Item Name: Z-23-52

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

Hearing Date: Monday, December 4, 2023

Applicant: Patrick Wells

Property Owner: PLM of Augusta Properties, LLC

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

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

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

Commission District: 2 (S. Pulliam)

Super District: 9 (F. Scott)

Fort Gordon Notification Required: No

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

Summary of Request:

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

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

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

Findings:

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

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

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

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

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



PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

April 8, 2021

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

To Whom It May Concern:

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

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

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

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

Remove
(PW) →

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

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

Sincerely,

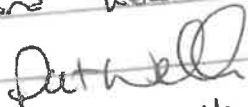
Robert Sherman ss

Robert Sherman
Director

Dear Planning & Zoning

10/26/23

My name is Patrick Wells and I am the president of PLM of Augusta Properties LLC. We purchased the property in anticipation of building our head quarters for Piedmont Landscape management. Since covid building prices surged and it was more cost effective to buy an existing facility. We now need to sell the property and would like to remove the zoning condition #7


Patrick Wells

PLM of Augusta Properties

706 631 1163


patrick@piedmontaugusta.com

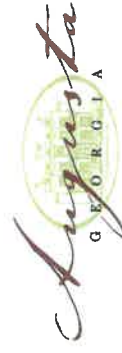
Planning Commission
Z-23-52
December 4, 2023

2930 Milledgeville Road

Aerial

Legend

 Subject Property



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

Augusta, GA Disclaimer

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Item 8.



0 200 Feet




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

Name: Patrick Wells, on behalf of PLM of Augusta Properties LLC
Phone: 704-100-00-0

2930 Milledgeville Road


Current Zoning

Legend

 Subject Property

Zoning Classification


 B-1: Neighborhood Business

 B-2: General Business

 LI: Light Industry

 R-1A: One Family Residential

 R-3C: Multiple-Family Residential

 R-MH: Manufactured Home Residential



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Planning & Development Department
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Augusta, GA 30901
11/27/2023 MH18072

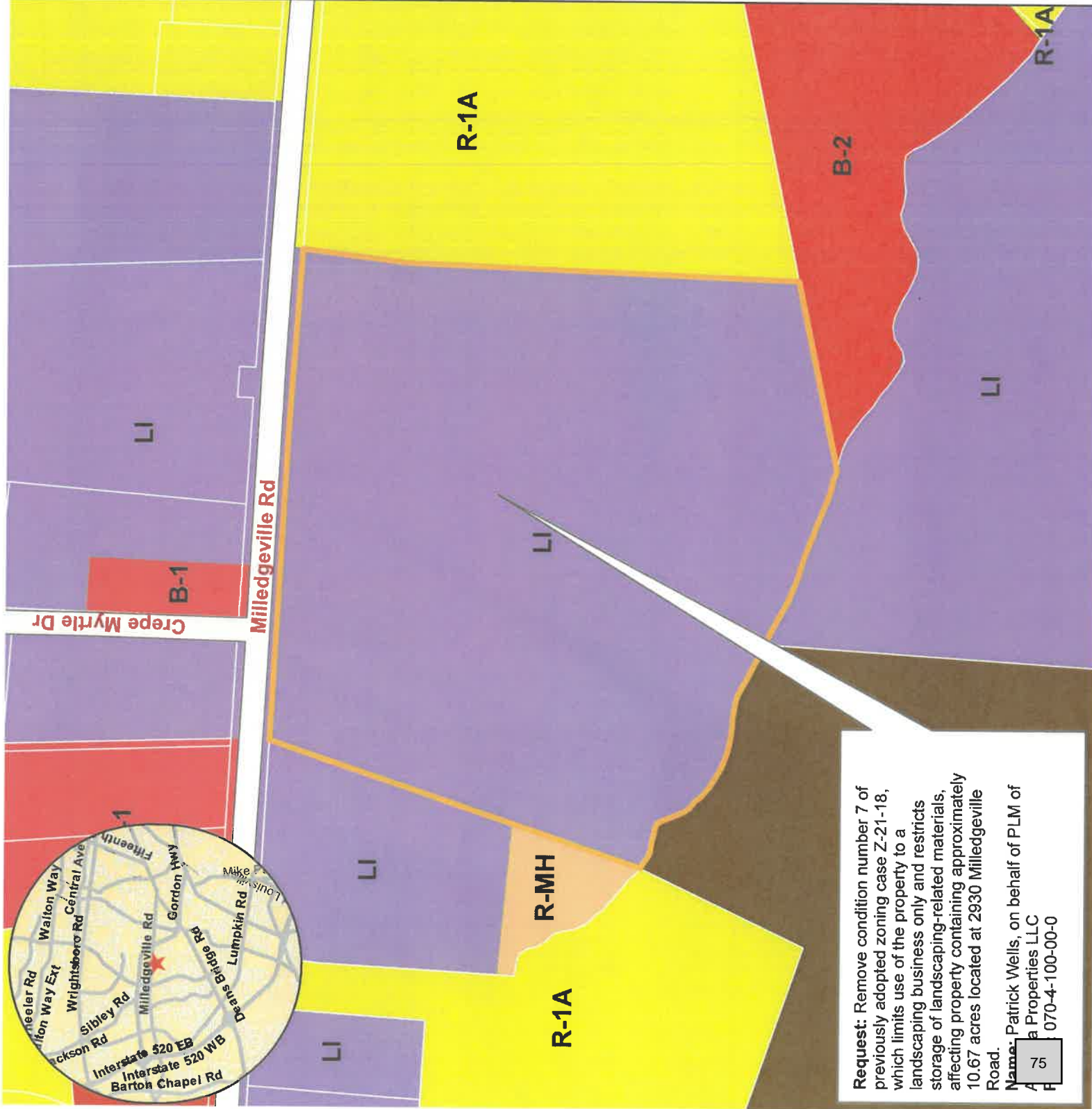
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Item 8.

0 200 Feet



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

Name: Patrick Wells, on behalf of PLM of Augusta Properties LLC
75 070-4-100-00-0



Commission Meeting

January 2, 2024

Item Name: Z-23-53

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

Hearing Date: Monday, December 4, 2023

Applicant: Tasha Madison

Property Owner: Standard Leverette

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

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

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

Commission District: 2 (S. Pulliam)

Super District: 9 (F. Scott)

Fort Eisenhower Notification Required: N/A

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

Summary of Request:

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

Comprehensive Plan Consistency:

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

Findings:

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

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

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

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

10/06/2023

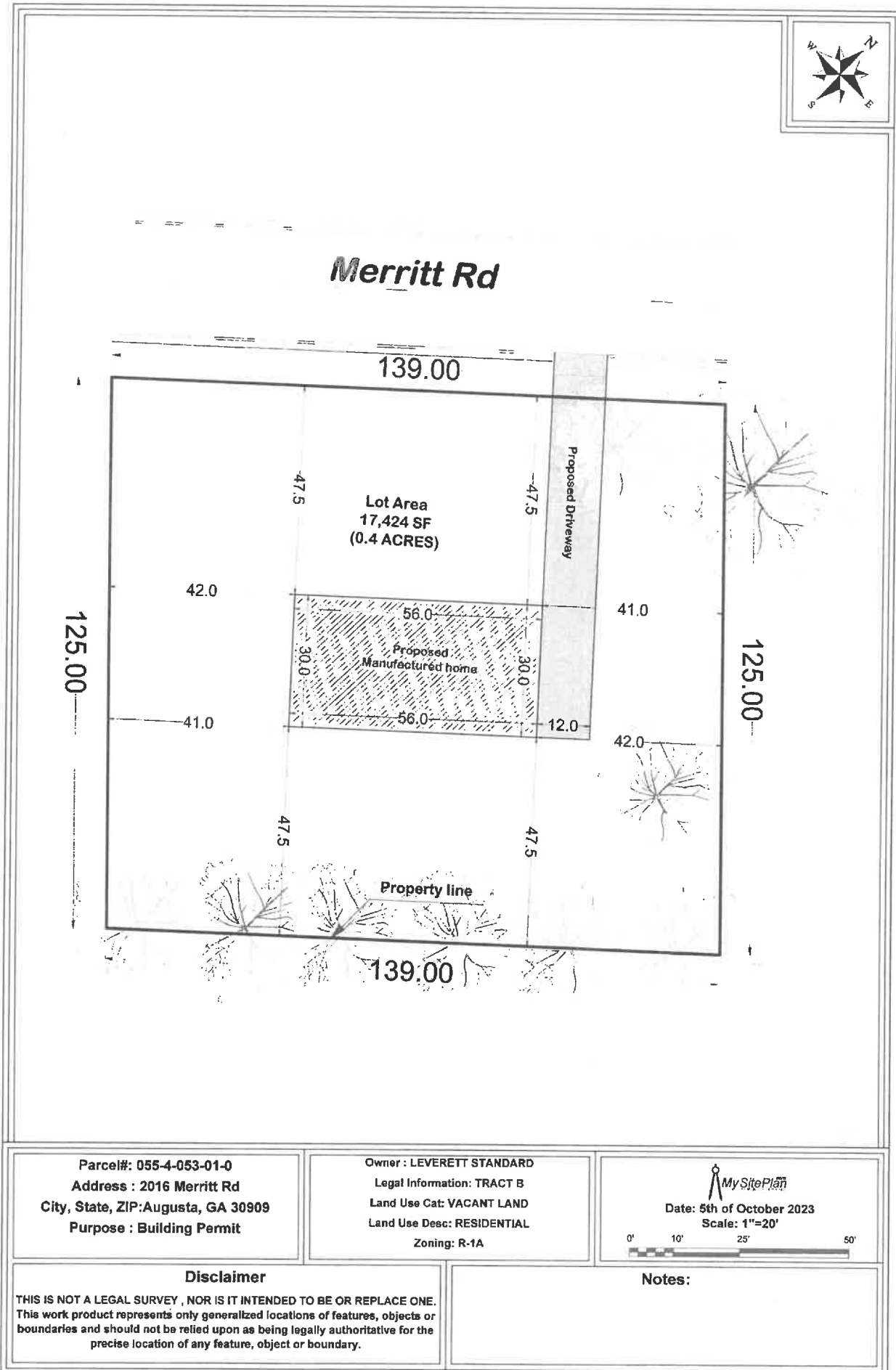
To who this may concern,

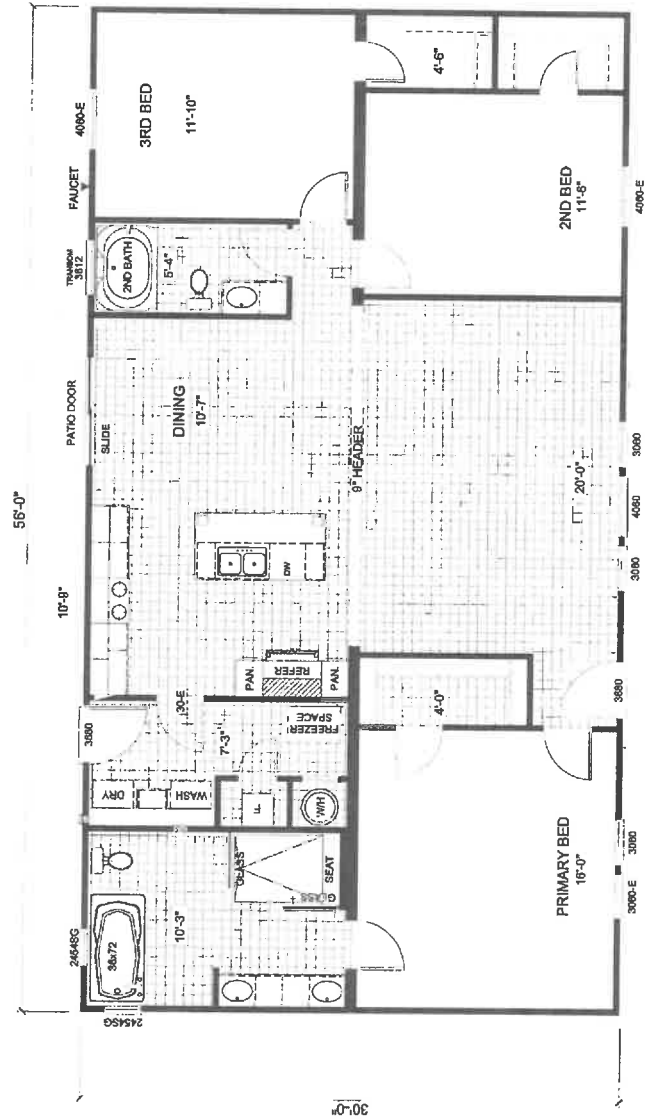
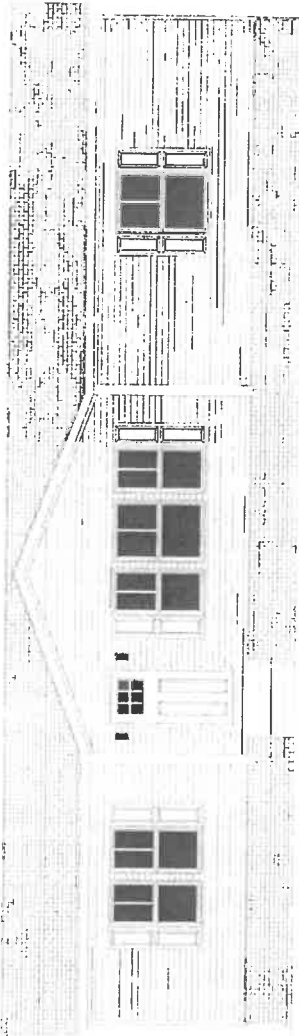
My name is Tasha Madison and I have a Vacant lot my father owns at 2616 Merritt Road and we have been trying to put a Manufactured Home on the property for awhile but there has been some concerns for only a Modular Home or Custom built home but when I look into the prices of Modular Homes or Construction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

Sincerely,
Tasha Madison

Neighbor → (Letter of agreement)

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





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

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




Planning Commission
Z-23-53
December 4, 2023

2016 Merritt Road

Aerial

Legend

 Subject Property

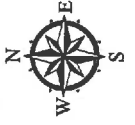


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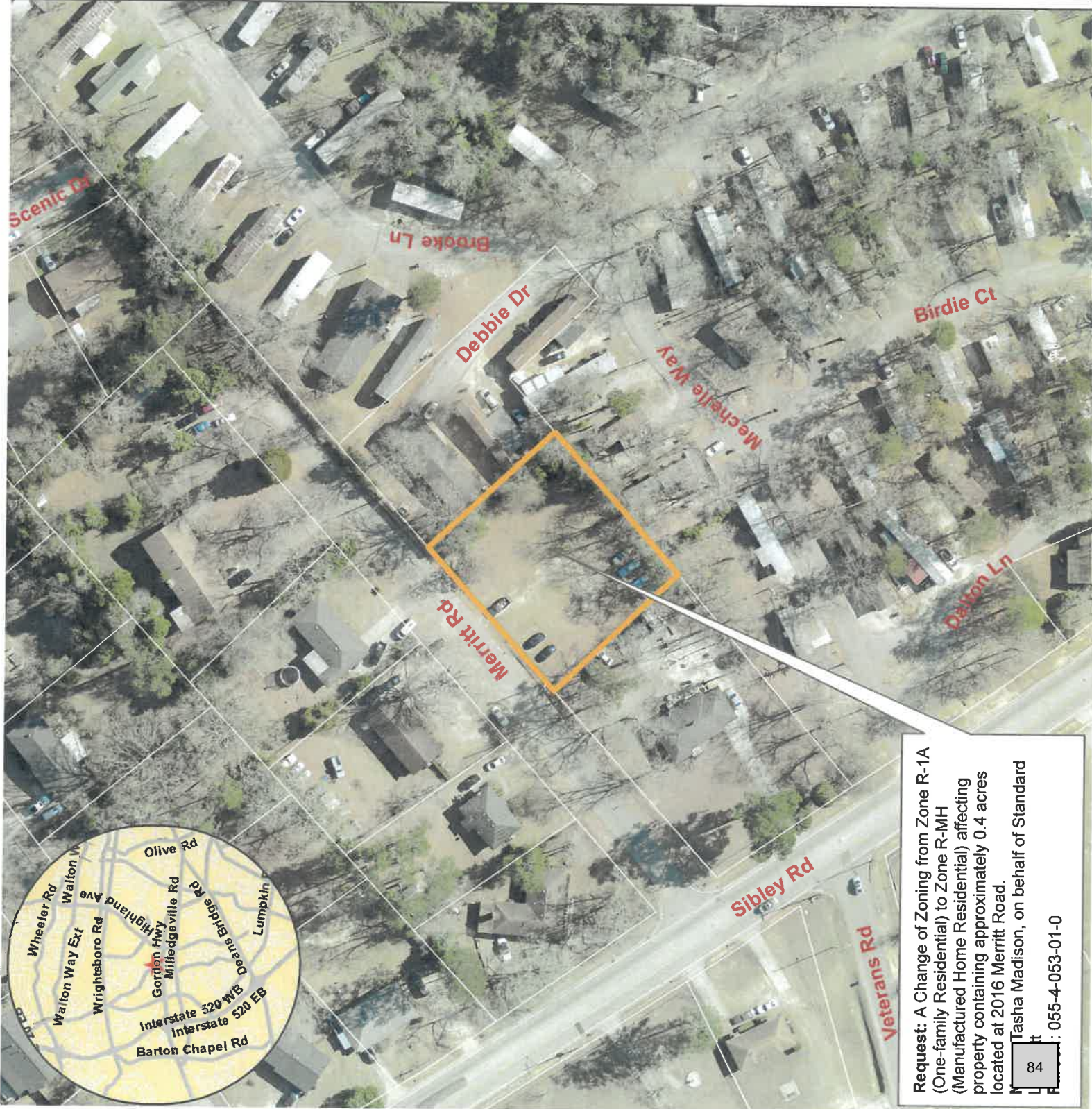
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Item 9.



0 100 Feet



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


Tasha Madison, on behalf of Standard

84
055-4-053-01-0


2016 Merritt Road


Current Zoning

Legend


 Subject Property

Zoning Classification

 B-1: Neighborhood Business

 B-2: General Business

 R-1A: One Family Residential

 R-MH: Manufactured Home Residential



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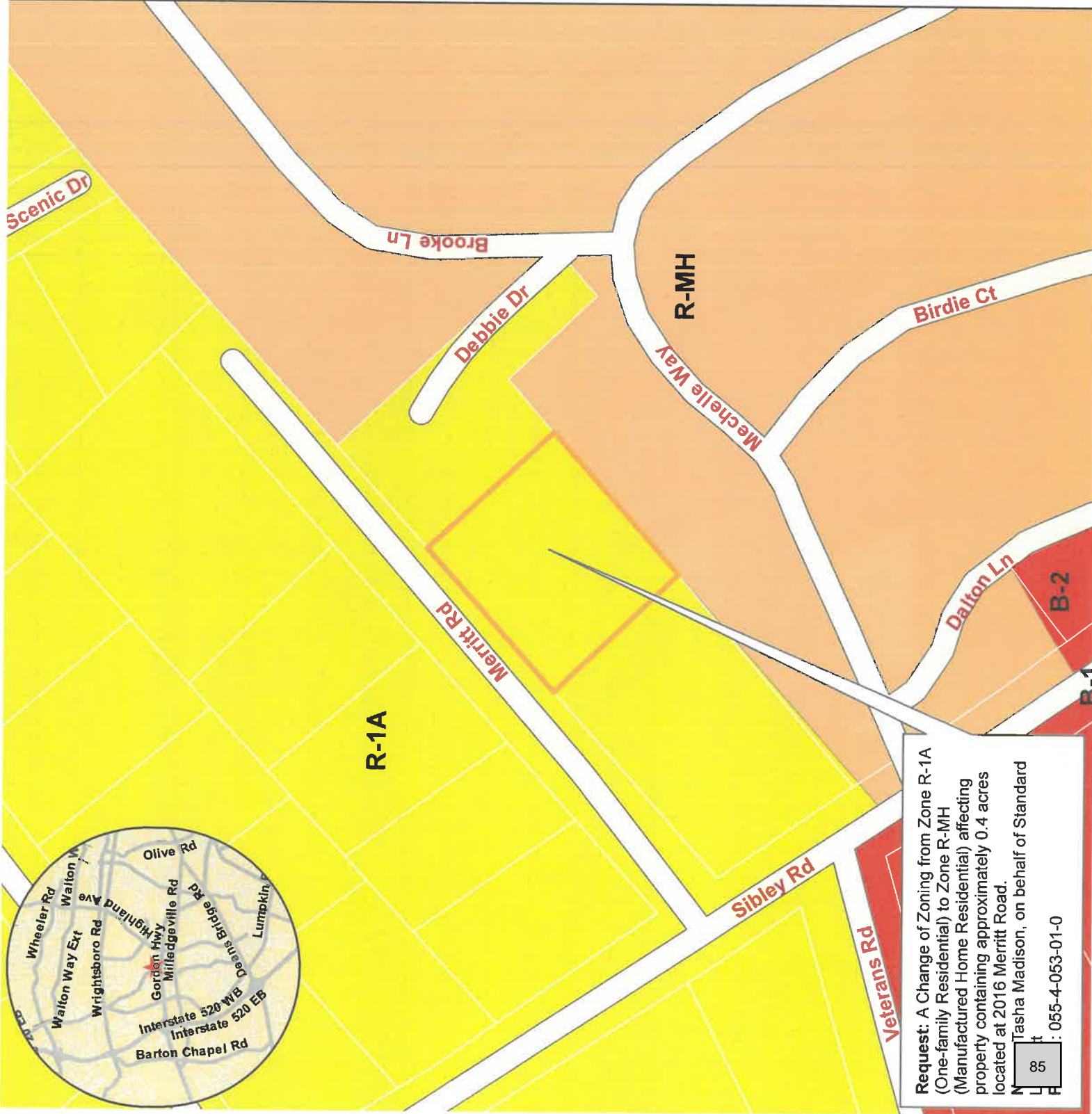
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Item 9.



0 100 Feet



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


Tasha Madison, on behalf of Standard

Phone: 055-4-053-01-0

2016 Merritt Road

Future Zoning

Legend

 Subject Property

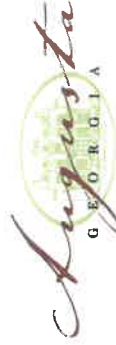
Zoning Classification

 B-1: Neighborhood Business

 B-2: General Business

 R-1A: One Family Residential

 R-MH: Manufactured Home Residential



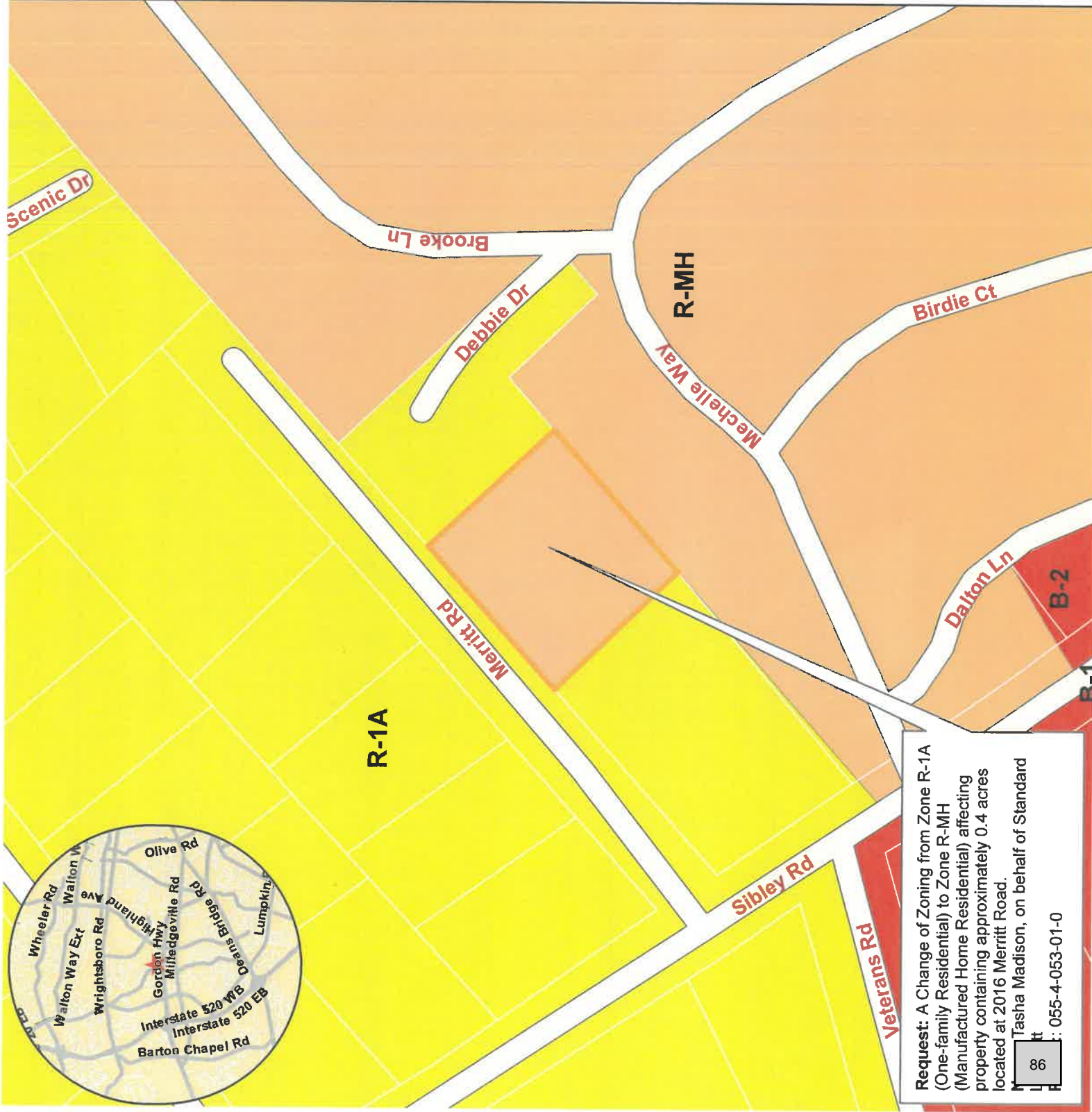
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0 100 Feet



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

Tasha Madison, on behalf of Standard

Phone: 055-4-053-01-0



Commission Meeting

January 2, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the December 5, 2023 regular meeting minutes and Special Called Meeting Minutes held December 15 & 18, 2023.
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, December 05, 2023

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

Reverend Frederick L. Patterson, Pastor, True Vine Missionary Baptist Church

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

RECOGNITION(S)

- A. Congratulations!** 2023 Westminster Schools of Augusta Wildcats Varsity Football Team (**Requested by Commissioner Sean Frantom**)

Presentations are made to the 2023 Westminster Schools of Augusta Wildcats Varsity Football Team.

DELEGATION(S)

- B. Ms. Sharon Bush Ellison** regarding Business Permit Revocation

Ms. Ellison did not appear before the Commission.

- C. Mr. Monte Mike** regarding "**Blankets & Blessings**" give back to the homeless population at the corner of 13th & Greene Streets.

Presentation is made by Mr. Mike.

- D. Ms. Natasha Jenkins** regarding support for iCandy University Dance Team.

Ms. Jenkins did not appear before the Commission.

- E. Mr. Caelan Shelton** regarding construction of new jail pods at Phinizy Road.

Presentation is made by Mr. Shelton.

- F. Mr. Victor R. Thomas** relative to the support of the Weed School purchase.

Presentation is made by Mr. Thomas.

- G. Mr. Dan Scott** regarding notice of milestones achieved by Augusta Agribusiness Apprenticeship Committee (SNAP CORPS) to advance the efforts of the Biden-Harris Administration Workforce Hub Initiatives in Augusta.

Presentation is made by Mr. Scott.

- H. Adrian Estrada** regarding the closing of bars on New Year's Eve.

Presentation is made by Mr. Estrada.

CONSENT AGENDA

(Items 1-36)

PUBLIC SERVICES

- 1. Motion to approve New Ownership-(Existing Location): A.N.-23-56:** A request by **Sanjoy Dey** for a retail package **Beer & Wine** License to be used in connection with EZ Stop & Shop located at **2160 Martin Luther King Blvd. District 2. Super District 9. (Approved by Public Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

- 2. Motion to approve New Location: A.N. 23-57:** A request by **Fredrick Neely** for an on-premises consumption **Liquor, Beer, & Wine** License to be used in connection with Studio Neighborhood Bar located at 473 Broad Street. There will be **Dance. District 1. Super District 9. (Approved by Public Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

- 3. Motion to approve New Location: A.N. 23-58:** A request by **Kelsey Lucius** for a consumption on premise **Beer & Wine** License to be used in connection with Salty Tomatoes Café located at **1480 Wrightsboro Rd. There will be Sunday Sales. District 1. Super District 9.(Approved by Public Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

4. **Motion to approve New Ownership (Existing Location): A.N. 23-59:** A request by **Bala Duggimpudi** for a retail package **Beer & Wine** License to be used in connection with Master's Food Mart located at **2443 Peach Orchard Rd. District 2. Super District 9.****(Approved by Public Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

5. Motion to **accept** the award of the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant for May Park and to approve the execution of the grant terms and conditions. **(Approved by Public Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

6. Motion to **approve** the execution of the grant terms and conditions for the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant at Boykin Road Park. **(Approved by Public Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

7. Motion to **approve** the Concept Plan for Dyess Park, to continue with the preliminary and final design process, and to prepare for the demolition of the existing defunct community center. **(Approved by Public Services Committee November 28, 2023)**

Motion to approve with the addition of the following language, "Motion to approve the Concept Plan for Dyess Park that does not include a covered court to continue with the preliminary and final design process, and to prepare for the demolition, removal, or preservation of the existing defunct community center."

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

8. Motion to **approve** a lease agreement with the Augusta Rugby Club. **(Approved by Public Service Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

9. Motion to **approve** increasing the Augusta Regional Airport 2023 budget in the amount of **\$8,600,000** for the Taxiway (Apron) G Construction. Approved by the Augusta Aviation Commission on June 29, 2023. (**Approved by Public Services Committee November 28, 2023**)

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

10. Motion to **approve** the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2025. (**Approved by Public Services Committee November 28, 2023**)

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

11. Motion to **approve** the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. (**Approved by Public Services Committee November 28, 2023**)

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

12. Motion to **approve** the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. (**Approved by Public Services Committee November 28, 2023**)

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

13. Motion to **approve** the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. (**Approved by Public Services Committee November 28, 2023**)

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

ADMINISTRATIVE SERVICES

14. Motion to **approve** recommendation of award for RFP 23-278 Ancillary Benefits. After a thorough evaluation process, the evaluation committee recommends the following awards: **(Approved by Administrative Services Committee November 28, 2023)**

1) Dental Award: Delta Dental

2) Life, Accidental Death Dismemberment, and Long-Term Disability Award: The Standard

3) Flexible Spending Account Award: Anthem

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

15. Motion to **approve** HCD's request of recommendation of award for the RFQ Item #23-188 in compliance and direction of the Augusta Procurement Department. **(Approved by Public Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

16. 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. 23-004 Plant Instrumentation, 24-025 Inmate Clothing, 24-029: Uniforms and Accessories, 24-134: Molle Pouches and 24-136: Ballistic Vest **(Approved by Administrative Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

17. Motion to **approve** HCD's contract procedural process relative to authorization of Agreements/Contracts/HUD Forms related to HCD's federally funded programs for calendar year 2024. **(Approved by Administrative Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

18. Motion to **approve** HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2024. **(Approved by Administrative Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

19. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to McKie Hayes Enterprise, LLC in becoming a developer for the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer. **(Approved by Administrative Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

20. Motion to **approve** the purchase of two Mini Excavators from Vermeer Southern Sales for the Utilities Department - Construction & Maintenance Division at a total cost of \$140,578. (Bid 23-194) **(Approved by Administrative Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

21. Motion to **approve** Housing and Community Development Department's (HCD's) request to enter into a MOU with TDJM, TDJREV, and TDJF, for potential development of a healthy food establishment in Laney Walker/Bethlehem. **(Approved by Administrative Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

22. Motion to **approve** amendment to lease agreement between Augusta, GA and Augusta Nat regarding the property located at 1420 Eisenhower Drive, Augusta, GA. (**Approved by Administrative Services Committee November 28, 2023**)

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

23. Motion to **approve** proposed priorities for FY24 State Legislative Session. (**Approved by Administrative Services Committee November 28, 2023**)

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

24. Motion to **approve** the award of Misdemeanor Probation Supervision Services to CSRA Probations Services for three (3) years with the option to extend for 2 additional one year terms. (RFP 24-180). (**Approved by Administrative Services Committee November 28, 2023**)

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

ENGINEERING SERVICES

25. Motion to **approve** of purchase order to Consolidated Pipe & Supply for 13th Street water line project in amount of \$47,179.35. (**Approved by Engineering Services Committee November 28, 2023**)

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

26. Motion to approve the sole-source purchase order to Consolidated Pipe & Supply for water meter registers for \$39,600.00. (**Approved by Engineering Services Committee November 28, 2023**)

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

27. Motion to **deny** Renovation Solution. LLC (RLS) "Consistency Letter" request for Construction & Operation of Renewable Energy (Biofuel) Facility at 1680 Dixon Airline Road, Augusta, Georgia. **(Approved by Engineering Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

28. Motion to **determine** that the road beginning at the intersection of Doug Barnard Parkway and Newsprint Road, and terminating at Graphic Packaging International, as shown on the attached map, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the country road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by Augusta Engineering Department and Augusta Utilities Department. **(Approved by Engineering Services Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

FINANCE

29. Motion to approve Augusta Mini Theatre request to reduce the seating of the proposed new theater from 250 seats to 100 seats, a 60% reduction in the scope of the project. **(Approved by Finance Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

30. Motion to **approve** resolution authorizing bond parameters and validation process for the issuance of Water and Sewer Bonds. **(Approved by Finance Committee November 28, 2023)**

Motion to approve with the addition of the following language, "Motion to approve resolution authorizing bond parameters and validation process for the issuance of Water and Sewer Bonds with the definition of Series 2024 projects being modified to add the project as described in the Series 2024 project list may be amended to modify, delete or add additional water and sewer projects according to the priorities and needs of the system as determined by the Augusta Utilities Department at the end of the definition."

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

31. Motion to **approve** a resolution declaring the results of the November 7, 2023 C-SPLOST (Coliseum Special Purpose Local Option Sales Tax) election results. **(Approved by Finance Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

32. Motion to **approve** a resolution authorizing the commencement of the validation process for the bonds approved by the voters in the November 7, 2023 election. **(Approved by Finance Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

33. Motion to **approve** Resolution of the Augusta-Richmond County Commission approving (1) Public Finance Authority multifamily housing revenue bonds (the Mary Fund Augusta, LLC project), series 2023 and (2) the financing by the Public Finance Authority of a capital improvement project to be located within Augusta, Georgia **(Approved by Finance Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

PUBLIC SAFETY

34. Motion to **approve** and accept a grant award for the continuation of the Victim Of Crime Act (VOCA) Grant with funding of **\$74,902.00** from the Criminal Justice Coordination Council of Georgia (CJCC) to provide services to crime victims for the period of October 1, 2023, through September 30, 2024 and authorize the Mayor to execute the necessary documents. **(Approved by Public Safety Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

35. Motion to **accept** an award from Georgia Emergency Management Agency (GEMA) in the amount of \$58,500.00 to enhance the Richmond County Sheriff's Office Bomb Canine Unit. **(Approved by Public Safety Committee November 28, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

Motion carries 10-0.

PETITIONS AND COMMUNICATIONS

36. Motion to **approve** the minutes of the Special Called Meetings of the Commission held on Tuesday, November 20 & 28, and Thursday, November 30, 2023.

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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 37-43)

PLANNING

- 37. Motion to approve Z-23-50** – A request for concurrence with the Augusta Planning Commission to **approve** with conditions a petition by High Brass Development LLC, on behalf of Glenda Degenhardt and Johnny Anderson, Sr. requesting a **rezoning from zone A (Agricultural) and R-1A (One-family Residential) to zone R-1D (One-family Residential)** affecting property containing approximately 10.81 acres located at **2804 Meadowbrook Drive**. Tax Map #119-0-006-00-0. **DISTRICT 5 (Deferred from the November 21, 2023 Commission Meeting)**

Motion to approve.

Motion made by Williams, Seconded by Mason.

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

Motion carries 10-0.

ADMINISTRATIVE SERVICES

38. Discussion of the process, procedures and oversight of Augusta Land Bank. **(Requested by Commissioner Wayne Guilfoyle)**

Motion to approve asking the Land Bank Director to come back with a report in 30 to 45 days after doing research on how Land Bank Authority Boards are made up in other cities in Georgia.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting yea: Frantom, Garrett, Guilfoyle, Smith-McKnight

Voting nay: Johnson, Pulliam, Williams, Lewis, Scott

Mr. Mason out.

Motion fails 4-5.

Substitute motion to approve receiving this item as information.

Motion made by Johnson, Seconded by Williams.

Voting yea: Johnson, Pulliam, Williams, Lewis, Scott

Voting nay: Smith-McKnight, Frantom, Garrett, Guilfoyle

Mr. Mason out.

Motion fails 5-4.

39. Update on the Disparity Study. **(Requested by Commissioner Francine Scott)**

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

FINANCE

40. Motion to **approve** contract with UHY for Internal Audit Services – RFP 23-142. **(No recommendation from Pension & Audit Committee November 21, 2023)**

Motion to approve not moving forward with this contract and to solicit for another RFP within the next 45 days for a new process.

Motion made by Garrett, Seconded by Scott.

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

Voting Nay: Guilfoyle

Mr. Mason out.

Motion carries 8-1.

PUBLIC SAFETY

41. Update from Central Emergency Management Services. **(Requested by Commissioner Bobby Williams)**

Motion to reschedule this item for the first full Commission meeting in January, 2024.

Motion made by Guilfoyle, Seconded by Scott.

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

Motion carries 10-0.

APPOINTMENT(S)

42. Consider a request from the Community Service Board to reappoint Dr. Franklin E. McPhail, Jr. to the CSB as a representative for Richmond County for the 2023-2026 term.

Motion to approve.

Motion made by Guilfoyle, Seconded by Frantom.

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

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

CALLED MEETING

COMMISSION CHAMBER
December 15, 2023

Augusta Richmond County Commission convened at 2:00 p.m., Friday, December 15, 2023, the Honorable Garnett Johnson, Mayor, presiding.

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

ABSENT: Hon. Mason, member of Augusta Richmond County Commission.

Mr. Garrett: I'd like to call this special called meeting to order.

1. LEGAL MEETING

A. Personnel

Mr. Brown: Mayor Pro Tem, Commissioners, we request a motion to enter into executive session for the discussion of personnel.

Ms. McKnight: Motion to approve.

Mr. Johnson: Second.

The Clerk: Ms. McKnight and Mr. Johnson, second.

Mr. Garrett: Yes, ma'am.

The Clerk: To go into executive session for personnel.

Mr. Garrett: Are we going to do a roll call vote or a show of hands, Mr. Bonner?

The Clerk: Let me just roll call starting with Mayor Pro Tem Garrett.

Mr. Garrett: Yes, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: Yes, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: Yes, ma'am.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes.

The Clerk: Ms. Pulliam.

Ms. Pulliam: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: Yes, ma'am.

The Clerk: Mr. Frantom.

Mr. Frantom: Yes.

The Clerk: Mr. Williams.

Mr. Williams: Yes.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Mayor out.

Motion carries 9-0.

Mr. Garrett: And with that we'll go into executive session.

[EXECUTIVE SESSION]

Mr. Mayor: Attorney Brown, I call this meeting back to order. You have the floor, sir.

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, Commissioners. We would request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Ms. McKnight: Second.

The Clerk: That's Mr. Frantom and Ms. McKnight.

Mr. Mayor: All right, we have a motion and a second. Vote.

The Clerk: Mr. Lewis.

Mr. Lewis: Yes, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: Yes, ma'am.

The Clerk: Mr. Frantom.

Mr. Frantom: Yes, ma'am.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

**Mr. Garrett and Mr. Williams out.
Motion carries 7-0.**

Mr. Mayor: Attorney Brown, are there any motions as a result of this closed-door session?

Mr. Brown: No, sir.

Mr. Mayor: No motions, ladies and gentlemen, this meeting is hereby closed out. Thank you all.

Mr. Brown: We're done.

[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 December 15, 2023.

Clerk of Commission

CALLED MEETING

COMMISSION CHAMBER
December 18, 2023

Augusta Richmond County Commission convened at 10:00 a.m., Friday, December 18, 2023, 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.

The Mayor called the meeting to order.

1. LEGAL MEETING

A. Personnel

Mr. Brown: Mayor Pro Tem, Commissioners, we request a motion to enter into executive session for the discussion of personnel.

Mr. Frantom: Motion to approve.

Ms. McKnight: Second.

Mr. Mayor: We have a motion and a second. Voting.

The Clerk: Mr. Frantom.

Mr. Frantom: Yes, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: Yes, ma'am.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: Yes, ma'am.

The Clerk: Mr. Williams.

Mr. Williams: Yes, ma'am.

**Mr. Lewis, Mr. Mason and Mr. Garrett out.
Motion carries 7-0.**

[EXECUTIVE SESSION]

Mr. Mayor: Ladies and gentlemen, I hereby call us back into order from legal session.
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, Commissioners. We request a motion to execute the closed meeting affidavit.

Mr. Mason: So move.

Mr. Mason: Second.

Mr. Mayor: We have a motion and a second. Madam Clerk, we're prepared to vote.

The Clerk: Mr. Mason.

Mr. Mason: Yes.

The Clerk: Mr. Lewis.

Mr. Lewis: Yes, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: Yes, ma'am.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: Yes, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: Yes, ma'am.

**Mr. Frantom and Mr. Garrett out.
Motion carries 8-0.**

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

Mr. Brown: No, sir, Mayor Johnson.

Mr. Mayor: Thank you. This meeting is hereby adjourned.

[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 December 18, 2023.

Clerk of Commission



Commission Meeting

Meeting Date: January 2, 2024

Augusta Regional Airport

Department:	Augusta Regional Airport – Brown & Gold Aero Investments, LLC Land Lease
Presenter:	Herbert Judon
Caption:	Motion to Approve a land lease agreement with Brown & Gold Aero Investments, LLC for an approximate 174,240 square foot parcel of land (Parcel A) located in the former maintenance compound location. Additionally, Lessee is requesting a ten (10) year lease option on an additional +/- 7.5 acres of land south of Parcel A. Approved by the Augusta Aviation Commission on December 19, 2023.
Background:	<p>Brown & Gold Aero Investments, LLC (Lessee) contacted Airport staff with a request to lease approximately 174,240 square feet of land in the southwest quadrant of the airfield property for the purpose of constructing a large hangar. Lessee is a development firm. Once hangar construction is completed, Lessee will sub-lease the facility to an aviation/aerospace company that will be bringing 75 new, high paying jobs to the Airport.</p> <p>The property will be leased on a graduated scale with no cost to the developer during the construction phase and for the first year after a certificate of occupancy (CO) is obtained. During the second and third years from CO acquisition, the rate will increase to twenty cents (\$0.20) per square foot and a secondary increase to thirty-five cents (\$0.35) per square foot in subsequent years. The lease has an annual escalator of 2.5% with a fair market appraisal occurring in year fifteen (15) and every ten (10) years thereafter for the remainder of the lease, including any option periods.</p> <p>The rate for the lease option will be \$0.10 per square foot per year for 10 years, commencing with the rent commencement with Parcel A. In the event the lease option is exercised, the ground rent will be consistent with the ground rent in effect on Parcel A at the time of election to execute the option.</p>
Analysis:	The ground lease and hangar construction will provide construction jobs initially and new high paying jobs once the hangar is complete and the operator commences operations.
Financial Impact:	After the first year of operations, the Airport will receive approximately \$34,848 in annual ground lease revenues for the next two years and \$60,984 annually in subsequent years for Parcel A. The land option revenues will commence concurrent with Parcel A at an annual rate of \$32,670.

Alternatives: To deny.

Recommendation: Recommend Approval. Approved by the Augusta Aviation Commission on December 19, 2023.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

STATE OF GEORGIA RICHMOND COUNTY

AUGUSTA REGIONAL AIRPORT PROPERTY LEASE AGREEMENT

THIS PROPERTY LEASE AGREEMENT ("Lease"), made as of the date of the last of the parties' signatures below (hereinafter referred to as the "Effective Date"), between BROWN & GOLD AERO INVESTMENTS, LLC, a limited liability company organized and existing under the laws of the State of Georgia (hereinafter referred to as "Lessee"), and the Augusta Aviation Commission, a commission created under the laws of the State of Georgia (hereinafter referred to as "Lessor").

WITNESSETH:

WHEREAS Lessor is a Commission created by the City of Augusta, Georgia, which is a predecessor to Augusta, Georgia (the "City") to operate and control the Augusta Regional Airport (hereinafter "Airport"); and

WHEREAS Lessee desires a lease to certain property located at the Airport, and to obtain certain rights in connection therewith, more fully described hereinafter, for the initial purpose of constructing a facility for aircraft maintenance, repair and overhaul; and

WHEREAS Lessor deems it advantageous to itself and to the operation and development of the Airport to lease the premises described below, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above-mentioned property and the terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each Party, Lessor and Lessee agree as follows:

ARTICLE I

PREMISES

Lessor hereby lets and demises to Lessee for its exclusive use, subject to existing easements and right of ways, a parcel of land situated at the Airport shown as Parcel A having an area of approximately one hundred seventy-four thousand two hundred forty (174,240) square feet of unimproved land, as identified in Exhibit "A," attached hereto (hereinafter, the "Property"). The Property shall be as shown on a more formal metes and bounds survey to be prepared prior to commencement of the construction contemplated herein (the "New Survey"). Upon receipt of the New Survey, the parties agree to execute an amendment to this Lease to revise the description of the Property to be as shown thereon (the "Commencement Amendment"). The Augusta, Georgia Commission hereby authorizes the Augusta Aviation Commission to approve the amendment to this Lease to attach the "New Survey" hereto as

Exhibit "A" and incorporate such Exhibit into this Lease. The Augusta, Georgia Commission further authorizes the Augusta Aviation Commission Chair to execute such amendment. This authorization solely applies to the amendment to this lease to attach the "New Survey" hereto as Exhibit "A" and incorporate such Exhibit herein. This authorization shall not apply to the amendment of any other section of this Lease.

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

A. Representations by the Lessor.

Lessor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

1. Creation and Authority. Lessor is a political subdivision of the State of Georgia. Lessor is the owner of the Property referenced herein below. Lessor has all requisite power and authority to lease the same to the Lessee, enter into and perform its obligations under, and to exercise its rights under this Lease.

2. Lessor warrants to Lessee, that Lessor has the right to execute this lease and to convey the rights herein granted, and Lessor will defend the said rights to Lessee, its successors and assigns, against all claims.

3. Lessor warrants and covenants as the basis for the undertakings on its part herein contained: (i) As of the Effective Date, all governmental and quasi-governmental approvals required for the making of this Lease and the exercise by Lessee of the rights granted to Lessee hereunder have been obtained; (ii) the Property is free of defects or restrictions that would materially and adversely impede the exercise of the rights granted under this Lease; and (iii) the Property currently has, and shall have throughout the Term, direct vehicular access to and from the nearest public right of way.

B. Representations by the Lessee.

Lessee makes the following representations and warranties as the basis for the undertakings on its part herein contained:

1. Organization and Power. ***Lessee is a limited liability company*** and has all requisite power and authority to enter into this Lease, perform its obligations, and exercise its rights under the same.

2. Agreements are Legal and Authorized. Lessee warrants that the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of Lessee, (ii) have been duly authorized by all necessary and appropriate action on the part of Lessee, (iii) have been duly executed and delivered on the part of Lessee, (iv) are legal, valid and binding as to Lessee, subject to bankruptcy, moratorium and other equitable principles, and (v) will not conflict with or constitute on the part of Lessee a violation of, or a breach of or a default under, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, pledge, note, lease, loan, installment sale agreement, contract, or other agreement or instrument to which the Lessee is a party or by which Lessee or its properties are otherwise subject or bound which would have a material adverse impact on the Lessee's ability to perform its obligations hereunder, or any judgment, order, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties.

ARTICLE III

LEASING CLAUSE; RENT

A. Agreement to Lease. Lessor, for and in consideration of the Public Benefit, the performance to be rendered to or for the benefit of Lessor by Lessee, and the other benefits to be received by Lessor and the members of the public residing within the borders of Lessor as result of this Lease, hereby leases and demises to Lessee, the Property, and Lessee, for and in consideration of the covenants and agreements herein contained to be kept or performed by Lessor, hereby leases from Lessor subject to and in accordance with the terms and conditions of this Lease, the Property.

B. Lease Term. This Lease shall become effective upon the Effective Date, for a period ending on the day immediately preceding the date that is thirty (30) years from the Effective Date, unless renewed as provided for below (such period, including any renewals, the "Term").

C. Term Extension Options: A Lessee's option, this Lease may be renewed by notice of renewal to Lessor, provided that no Event of Default is then outstanding or occurring, for four (4) consecutive periods of five (5) years (each, a "Term Extension Option"). Said renewal notice(s) shall be given in writing to Lessor at least one hundred eighty (180) days prior to the expiration of the then-current Term, provided however, that if Lessee fails to timely exercise a Term Extension Option, Lessee's right to

so exercise such option shall not terminate until the date that is ten (10) business days after Lessor has provided Lessee with written notice of such failure to exercise the applicable Option (and Lessee then fails to exercise the applicable Option by the end of such ten (10) business day period). Lessee will have the first right of refusal to lease the Property at the subsequent lease of the Property.

C. Rent: The Lessee shall pay Lessor annual rent (the "Rent") pursuant to the following rental schedule: (a) \$0.00 per square foot per year from the Effective Date through the date that is one year after a Certificate of Occupancy is issued for the hangar to be construction on the Property (the "CO"); (b) Twenty cents (\$0.20) per square foot per year for the following two lease years (i.e., through the date that is three years after the issuance of the CO); (c) Thirty Five cents (\$0.35) per square foot per year thereafter, beginning on the fourth anniversary of the issuance of the CO, subject to the increases specified in Article III, Section C below. The Rent shall be calculated based upon the square footage shown on the New Survey. The Lessee shall have the option to pay the Rent to the Lessor on either a monthly installment or an annual basis. The Rent shall be in advance on either the first of each month or January 1st of each year, as applicable.

C. On the date that is the fifth (5th) anniversary of the Effective Date, the Rent will increase by the amount of two and one half (2.5%) percent per year for the remainder of the Term, including all Term Extension Options.

Notwithstanding the foregoing, Lessor reserves the right to have the Property independently appraised at the end of the 15th and 25th lease year to evaluate fair market rent for the Property (excluding Lessee improvements) in keeping with FAA guidance. At Lessor's option, in lieu of the 2.5% annual increase provided above, the Rent for the 16th and 26th lease years shall be reset to the fair market rate provided in said appraisal. If the Lessee so desires, Lessee will have the right to commission its own independent appraisal at their expense. The two appraisals will be averaged to determine a new lease rate. Any increase in the lease rate shall be capped at 10% of the lease rate applicable during the preceding year of the Term. The Rent shall increase 2.5% annually between such fair market adjustments at the end of the 15th and 25th lease years.

At Lessor's option, if Lessee exercises the Term Extension Options (i.e., lease year 30, 35, 40 and 45) Rent shall increase by 2.5% per year as set forth above. Lessor shall also have the right to independently appraise the fair market rent in the same manner as the preceding paragraph to establish the Rent in the 35th year to establish the Rent for Option Period covering Years 36-40 and again at Year 45 for the Option Period covering Years 46-50. Any such fair market adjustments shall be capped at 10% increase over the prior year as prescribed in the preceding paragraph.

D. Lessee Improvements. Notwithstanding anything in Section A of Article VII or anything else in this Lease to the contrary, Lessor further agrees that Lessee may install and construct improvements on the Property in accordance with Airport guiding documents, i.e. Rules Governing Use of the Augusta Regional Airport at Bush Field adopted by Augusta, Georgia on February 7, 2012 with Ordinance No. 7318 (the "Airport Rules"), Augusta Aviation Commission Development Standards, federal, state, and local laws and ordinances. To the extent there is a conflict between the Airport Rules and the terms of this Lease, the terms of this Lease shall control. During the Term of this Lease, the Lessee shall be the owner of all such improvements on the Premises, including but not limited to vertical construction, slabs, parking lots, mechanical and electrical systems, and landscaping.

E. Permitted Sublease. Notwithstanding anything in in this Lease to the contrary, Lessor acknowledges that Lessee intends to, and hereby agrees that Lessee may, sublease the Property to Standard Aero Business Aviation Services, LLC or any of its assignees approved by the Lessee ("Sublessee") pursuant to that certain Lease Agreement between Lessee and Sublessee dated _____, 2023 (the "Sublease"), a fully-executed copy of which is attached hereto as Exhibit "B", and hereby incorporated herein by reference. Notwithstanding anything in this Lease to the contrary, Lessor further agrees that Lessee or Subleasee may install and construct the Improvements (as such term is defined in the Sublease) on the Property in accordance with Airport guiding documents (i.e. the Airport Rules, Augusta Aviation Commission Development Standards, federal, state, and local laws and ordinances). The Augusta, Georgia Commission hereby authorizes the Augusta Aviation Commission to approve the amendment to this Lease to attach the Sublease hereto as Exhibit "B" and incorporate such Exhibit into this Lease. The Augusta, Georgia Commission further authorizes the Augusta Aviation Commission Chair to execute such amendment. This authorization solely applies to the amendment to this lease to attach the Sublease hereto as Exhibit "B" and incorporate such Exhibit herein. This authorization shall not apply to the amendment of any other section of this Lease.

F. Pre-Construction Termination Right. Notwithstanding anything else herein to the contrary, the Lessee has the right to terminate this Lease upon thirty (30) days written notice to the Lessor at any point prior to commencing construction of the Lessee Improvements, in which case the Lessee shall have no further obligations to the Lessor.

ARTICLE IV

EVENTS OF DEFAULT; POSSESSION

A.

1. Events of Default by Lessee; Remedies. Upon the occurrence of an “Event of Default” under this Lease, the Parties shall have all rights and remedies available at law or in equity and those rights specified herein. The following shall be deemed an “Event of Default” of this Lease upon the occurrence thereof:

(a) The failure of Lessee to pay when due any Rent (either an annual payment or monthly installment, if applicable) payable pursuant to this Lease, if such failure remains un-remedied for a period of thirty (30) days after written notice thereof from Lessor;

(b) Lessee's default in the observation or performance of any covenant or obligation hereunder and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt of written demand from Lessor to remedy the same. Said demand is not effective unless it specifically describes the default that is the subject of the demand. If Lessee commences, within the foregoing thirty (30) day period, corrective action with respect to said default and is diligently pursuing the same, the deadline by which the default must be remedied shall be extended by such period as to allow reasonably sufficient time for Lessee to correct the default, provided Lessee commences and continues with diligence to correct such default. Should Lessee need additional time to correct the default, they must provide the details in writing with a request for extension to Lessor for review and approval, which approval shall not be unreasonably withheld;

(c) The commencement by or against Lessee, as a debtor, of a proceeding under the Bankruptcy Code or any other bankruptcy, arrangement, reorganization, receivership, custodianship or similar proceeding under any federal, state or foreign law, and such proceeding is not dismissed with prejudice within sixty (60) days of such filing;

(d) Lessee makes a general assignment for the benefit of creditors or applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for Lessee or the property of Lessee or any part thereof, or in the absence of such application, consent, or acquiescence, a trustee, receiver or other custodian is appointed for Lessee or the property of Lessee or any part thereof, and such appointment is not discharged within sixty (60) days;

(e) The abandonment by Lessee of the Property (as described in Section F of Article VII), except in connection with its surrender thereof to an approved assignee, sub-lessee, mortgagee or other party properly succeeding to Lessee's interest hereunder; or

(f) The failure to fulfill any requirements or provisions that are stated to be an “Event of Default” in any Section or Sub-Section of this Lease.

Upon an Event of Default by Lessee for nonpayment of Rent, Lessor may give Lessee written notice of its intention to terminate this Lease, which termination shall be effective thirty (30) days after delivery of said notice. Provided, however, that the notice of intent to terminate shall be of no force or effect if Lessee or sublessee shall have remedied the breach prior to the termination date described therein. Upon such termination Lessee's rights, including the rights of any sublessee, to possession of the Property shall cease. Upon an Event of Default by Lessee or Sublessee pursuant to Sections 1(b), (c) ,(d), (e) or (f) (collectively, a “Non Monetary Default”), Lessor’s shall notify the Lessee and Sublessee of such default, and provide the Lessee or Sublessee a period of thirty (30) days to cure, which cure period shall be extended for up to ninety (90) days in the event the Lessee or Sublessee is actively working to cure the default and the default cannot be reasonably cured within thirty (30) days. In the event that the Lessee or Sublessee fails to cure the Non-Monetary Default after notice, the Lessor’s sole remedy shall be to require the Lessee to terminate the Sublease and evict the Sublessee. The Lessor shall have no right to terminate the Lessee’s rights under this Lease for such a Non-Monetary Default. Any termination under this section must be expressly noticed as set forth herein, and neither notice to pay rent or to deliver up possession of the Property given pursuant to law, nor any proceeding instituted by Lessor, nor the failure by Lessee for any period of time to pay any of the rent herein reserved, shall of itself operate to terminate this Lease. Any lease of office or other space on or in any improvement constructed or placed on the Property shall provide for termination thereof in the event Lessor terminates this Lease pursuant to this section. All personal property of Lessee on the Property after termination of this Lease shall be deemed abandoned by Lessee and subject to removal by Lessor. Lessee shall save Lessor harmless and reimburse Lessor for any costs, loss or damages occasioned by the removal of personal property as authorized under this Lease.

Upon an Event of Default by Lessee as set forth above, Lessor further agrees to also give the Sublessee set forth in Article III, Section E above written notice of its intention to terminate this Lease and provide Sublessee the same right(s) to cure the default as per the terms set forth in this Lease.

2. Event of Default by Lessor; Remedies. Lessor shall be deemed in material breach of this Lease upon the occurrence of any of the following:

(a) Lessee, for a period of thirty (30) consecutive days, is unable to use the Property because of any law, rule, regulation or other action or failure to act on the part of any governmental authority having jurisdiction over the Property or the Airport, provided the inability to use the Property is not due to an act or omission of Lessee, its representatives, successors and assigns, and is within the control of Lessor; or

(b) Lessor's default in the observation or performance of any covenant or obligation hereunder and the failure of Lessor to remedy such default for a period of thirty (30) days after receipt of written demand from Lessee to remedy the same. Said demand is not effective unless it specifically describes the default that is the subject of the demand. If Lessor commences, within the foregoing thirty (30) day period, corrective action with respect to said default and is diligently pursuing the same, the deadline by which the default must be remedied shall be extended to allow reasonably sufficient time for Lessor to correct the default. If Lessor fails to commence corrective action within such thirty (30) day period, the Lessee shall have the right to take action to cure the Lessor's default, and the Lessee's shall be permitted to deduct the Lessee's expenses of such cure from the Rent due to the Lessor.

Upon material breach by Lessor as set forth above, Lessee may give Lessor written notice of its intention to terminate this Lease, which termination shall be effective thirty (30) days after delivery of said notice. Provided, however, that the notice of intent to terminate shall be of no force or effect if Lessor shall have remedied the breach prior to the termination date described therein.

In the event Lessee gives Lessor written notice of its intention to terminate this lease, Lessee shall simultaneously provide a copy of said notice to the Sublessee set forth in Article III, Section E above, per the terms set forth in the lease attached in the Exhibit "B" attached hereto. Both parties agree to, if this notice is given, to offer Sublessee the right to assume this Lease within 30 days of delivery of notice, at no cost premium, and with no additional fees.

3. Remedies Cumulative; No Implied Waiver.

All rights and remedies of Lessor and Lessee contained in this Lease, or based in law or equity shall be construed to be cumulative, and no such right or remedy shall be exclusive of any other unless so stated herein. No waiver of any default or breach of this Lease shall be implied from any acceptance by Lessor of any rent or other payments due hereunder or any omission by Lessor or Lessee to take any action on account of such default or breach if such default or breach persists or is repeated, and no

express waiver shall be effective in a manner other than as expressly specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee. No waiver by either party of the other party's default or breach of any of its obligations hereunder shall be construed to be or act as a waiver by the non-defaulting/breaching party of any subsequent default or breach by the defaulting/breaching party.

B. Notwithstanding any expiration or termination of this Lease, those covenants and obligations that are stated herein shall survive the expiration or termination of this Lease.

C. Delivery of Possession.

Lessee shall, commencing with the Effective Date of this Lease, have possession, custody, and control of the Property as it exists on such date, and the Lessee hereby accepts such possession, custody, and control "as is;" provided that, Lessor is not aware of any Recognized Environmental Conditions (RECs) with respect to the Property. "Recognized Environmental Condition" means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

Prior to the Effective Date, Lessee shall be entitled to conduct a phase 1 environmental site assessment (ESA) at its own expense with respect to the Property. In the event the ESA identifies any RECs, Lessee shall not disclose any of the findings to Lessor, but Lessee shall have the option to terminate this Lease based upon said findings.

D. Acceptance of Possession.

Lessee warrants that it has inspected the Property and, subject to the express representations and warranties made by Lessor in this Lease, accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), Laws of the State of Georgia, and by ordinances of Lessor, and admits its suitability and sufficiency for the uses permitted hereunder.

E. Quiet Enjoyment, Ingress and Egress.

Lessor covenants and warrants that, as long as Lessee is not in default in paying the Rent or performing any other obligations under this Lease, Lessee and/or Subleasee, shall peaceably and quietly have, hold, and occupy the Property and have the exclusive use and enjoyment thereof during the term of this Lease and any extensions thereof. Lessor specifically covenants and agrees that it shall not take any action, permit others to take any action, or omit to take any action and/or permit others to omit to take any action which interferes with Lessee and/or Sublessee peaceful possession and quiet enjoyment of the Property, and its access thereto.

F. Entry upon Property.

Lessor may enter upon the Property upon reasonable notice and may be escorted at Lessee's option, for any purpose necessary, incidental to or connected with the exercise of its governmental functions, or to inspect the Property for compliance with all applicable laws, rules, regulations and covenants hereunder or to prevent waste, loss or destruction.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS BY LESSEE

In connection with the construction of the Lessee Improvements (as defined below), Lessee agrees to comply at its own cost with the following, as applicable, which shall collectively be referred to as the "Airport Standards": (a) all applicable building codes, zoning regulations, and county, state and federal laws, ordinances and regulations governing or regulating the Property or its uses, (b) all covenants, easements and restrictions of record, (c) all governmental permits applicable or affecting the Property now and in the future, such as stormwater and other environmental permits (d) the Airport Rules; (e) The Augusta Regional Airport Minimum Operating Standards, (f) the Augusta Aviation Commission Development Standards (g) the Airport Security Plan; (h) the Airport Emergency Plan; (i) the Airport Certification Manual, and (j) any subsequently adopted Master Plan applicable to the Airport, all as the same may be enacted and amended from time to time. Prior to commencement of construction, Lessor agrees to provide Lessee with a copy of the documents referenced at items (d) – (j) above, currently in effect.

A. Lessee Development Plan

1. Within one hundred fifty (150) days from the Effective Date of this Lease, Lessee shall submit a Lessee Development Plan to the then current Executive Director of the Airport, or his/her designee (the "Executive Director"), for his/her approval as set forth herein. If Lessee fails to submit said Lessee Development Plan as so provided within this period, Lessor may, at any time prior to submission of said Lessee Development Plan to the Executive Director, terminate this Lease immediately by written notice to Lessee notwithstanding anything to the contrary herein.

2. The Lessee Development Plan must include a specific description of all improvements to be initially designed and constructed upon the Property by Lessee (the "Lessee Improvements"). The Lessee Development Plan must be sufficient in all respects to allow the Executive Director to evaluate it for compliance with the requirements of this Lease, including all Airport Standards. In addition, the Lessee Development Plan must include: (a) a time line for the design and construction of the Lessee Improvements with no less than four specific benchmark dates including a date for construction commencement, construction completion, and the dates for at least two other significant events in the construction of the Lessee Improvements (the "Benchmarks"); (b) designations and restrictions for the use of certain areas on the Property; (c) the total cost for the Lessee Improvements; and (d) any other pertinent information reasonably required for the development of the Property. Further, the Lessee Development Plan must comply with all Airport Standards.

3. Within thirty (30) days of receipt of the proposed Lessee Development Plan, the Executive Director shall review and approve or disapprove, not to be unreasonably withheld, the proposed Lessee Development Plan submitted by Lessee. The sole method of acceptance of the Lessee Development Plan by Airport is execution by the Executive Director a Letter of Acceptance of Final Design. Notwithstanding the foregoing, if the Executive Director fails to respond to any such submission by Lessee within thirty (30) days, the Lessee shall give the Executive Director an additional ten (10) day notice to respond to the Lessee Development Plan. If the Executive Director fails to respond to the proposed Lessee Development Plan within such ten (10) day period, the Lessee Development Plan shall be deemed approved and such failure shall be deemed to be a Letter of Acceptance of Final Design. The Lessee Development Plan as finally approved by the Executive Director (or by the Executive Director's failure to execute a Letter of Acceptance within the time frames specified herein) shall become the "Approved Lessee Development Plan." The Approved Lessee Development Plan may be modified by Lessee only if such modifications are approved in advance and in writing by the Executive Director, in his/her sole discretion.

4. If the Executive Director disapproves the Lessee Development Plan or any subsequently submitted modified Lessee Development Plan, the Executive Director will inform Lessee in writing of its disapproval with details as to the reasons for such disapproval and/or request for further clarification of the Lessee Development Plan elements. Lessee shall respond within forty-five (45) days with a modified Lessee Development Plan or subsequent modified Lessee Development Plan. Modified Lessee Development Plans submitted by Lessee may include revised dates as compared to previously submitted Lessee Development Plans to account for delays necessitated by resubmission. The parties agree to negotiate in good faith to resolve any conflicting issues that may arise, but if the parties cannot agree to a Lessee Development Plan, Airport or Lessee may terminate this Lease by ten (10) days written notice to the other and, in that event, no recourse or damages shall be available to either party. During such termination notice period, Lessee may choose to accept any proposed Lessee Development Plan with such changes the Executive Director previously provided in writing to Lessee. In such event the termination by Lessor shall be revoked.

5. In the event Lessee abandons construction of the improvements for more than sixty (60) days prior to fully enclosing the building and completing the site work, except due to force majeure or the act or omission of the Lessor, then Lessor may provide the Lessee with written notice of its intent to terminate this Lease. Upon Lessee's receipt of any such termination notice, Lessee may re-commence construction within sixty (60) days within receipt of such notice, in which case the Lessor shall have no right to terminate this Lease. Should Lessee not re-commence construction within such sixty (60) day cure period, Lessee shall promptly demolish all improvements on the Property and surrender possession back to Lessor. The Lessee's construction of improvements shall not be deemed "abandoned" unless and until the building(s) are not fully enclosed and weathertight and site work substantially completed within 36 months from construction commencement, with the exception of construction delays due to force majeure events (including, unavailability of materials needed to complete construction).

B. Construction by Lessee.

1. During the Term of this Lease, Lessee or Sublessee may, with the prior written approval of the Executive Director, construct, add to or alter the Lessee Improvements, subject to all terms and conditions set forth herein. Any such construction, including construction of the Lessee Improvements, must be performed in a workmanlike manner in accordance with all applicable governmental regulations and requirements and the Airport Standards, and shall not weaken or impair the structural strength of any existing

improvement or reduce the value of the Property or any improvements thereon. The approval of the Executive Director shall not be required for interior alterations or improvements, provided that such interior alterations or improvements do not require Lessee to obtain a building permit pursuant to County Ordinance for such interior alterations or improvements. Within thirty (30) days of completion of any construction during the term hereof, including the Lessee Improvements and any other improvement and any addition or any alteration to either, Lessee shall provide a complete set of as-built drawings of same to Airport along with a certification of construction costs for all permanent improvements plus, to the extent not shown in the as-built drawings, additional drawings showing the location and details of installation of all equipment, utility lines, heating, ventilating, air-condition ducts and related matters. Lessee shall keep all said drawings current by updating the same in order to reflect thereon any changes or modifications which may be made in or to the Property and shall provide such updates to the Executive Director within thirty (30) days of such change or modification.

2. Design and construction specifications and documents for the Lessee Improvements must be reviewed and approved in writing for conformance with the Lessee Development Plan by the Executive Director or his designee prior to commencement of construction. The design documents for any construction, including the Lessee Improvements, any addition, or any alteration must be prepared by appropriately licensed design professionals and must be reviewed and approved in writing for conformance with the Airport Standards and the Lessee Development Plan by the Executive Director or his designee prior to commencement of construction.

ARTICLE VI

FINANCING

Financing by Lessee. Upon the Request of Lessee, Lessor shall consent to a mortgage, deed of trust, collateral assignment of Lease, landlord estoppel certificate, or any similar loan or security document encumbering Lessee's interest in the Property or in this Lease (each, a "Lender Security Document") in favor of a lending institution to secure a loan (a "Lender's Loan"), the proceeds of which will be used entirely to pay (or refinance) the construction costs of the Lessee Improvements or other improvements on the Property and related costs. Lessor acknowledges that such Lender Security Document will contain such terms as are usual and customary for similar commercial loans, including Lender's right to receive notices under this Lease, cure any defaults by Lessee, restrict any amendments

to this Lease, and (to the extent permitted hereunder) succeed to Lessee's interest under this Lease and the Sublease. Notwithstanding the foregoing, any such Lender Security Document that requires the execution, approval, or consent of Lessor and of all related documents that require the execution, approval, or consent of Lessor shall be subject to the prior review and approval of legal counsel for Lessor, which consent and approval shall not be unreasonably withheld, conditioned or delayed. In no event shall the land comprising the Property be subject to mortgage or otherwise encumbered as security for any obligation of Lessee. During the Term of this Lease, the Lessee shall be the owner of all such improvements on the Premises, including but not limited to vertical construction, slabs, parking lots, mechanical and electrical systems, utilities, and landscaping.

Lessor agrees to use reasonable efforts to execute any Lender Security Document within fourteen (14) days of Lessee's request. Additionally, the execution and delivery of any Lender Security Document shall not be deemed to constitute an assignment or transfer of this Lease, nor shall Lessee's lender be deemed an assignee of this Lease so as to require such Lender to assume the performance of any of the terms, covenants, or conditions on the part of Lessee to be performed hereunder. Any Lender Security Document that Lessee request Lessor execute shall not create or impose any financial obligation on Lessor in conjunction with the Lessee's financing.

ARTICLE VII

OBLIGATIONS OF LESSEE

A. Utilities.

Lessee shall pay, or cause to be paid, all maintenance and monthly service for water, electricity, sewer, gas and/or other utilities used on the Property throughout the term of this Lease. It is the responsibility of Lessee to connect to the utility service(s) available to the Property, and Lessor shall grant to all utility companies such easements as may be necessary to furnish said utilities to the Property. Lessor reserves the right to connect to water and sewer utility infrastructure constructed by Lessee.

B. Maintenance and Repair.

Except as may otherwise be provided for herein, the Lessor shall not be obligated to maintain or make any improvements, repairs, or restorations upon or to the Property or to any of the improvements presently located thereon. Lessor shall not have any obligation to repair, maintain, or

restore, during the term of this Lease, any improvements placed upon the Property by Lessee, its successors and assigns.

C. Lessee shall, throughout the term of this Lease, assume the entire responsibility, cost, and expense for all repair and maintenance whatsoever on the Property, including all concrete pavement constructed by Lessor, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise, and shall keep improvements thereon in a good workmanlike manner. Additionally, Lessee, without limiting the generality hereof, shall:

1. Keep at all times, in a clean and orderly condition and appearance, the Property, all improvements thereon, and all of the Lessee's fixtures, equipment, and personal property which are located on any part of the Property;
2. Provide and maintain on the Property all lights and safety equipment as required by law;
3. Repair any damage caused by Lessee or its invitees, employees, or contractors to paving, soils, water or other parts of the Property caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees and/or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency;
4. Maintain any landscaped areas on the Property;
5. Be responsible for the maintenance of all utility service lines placed on the Property and used by Lessee exclusively, including but not limited to, water lines, gas lines, electrical power and communications/IT connections, and lines for sanitary sewers and storm sewers;
6. Be solely responsible for maintaining the building on the Property, including specifically but not exclusively, the roof, structures, heating, air conditioning, plumbing, and electrical facilities located therein in good working condition and state of repair at all times during the Lease Term.
7. Be solely responsible for maintaining the paved surfaces on the Property, in accordance with FAA standards, including specifically but not exclusively, the aircraft parking ramp and taxilanes extending from the Property to any Airport movement area.

D. Limitations on Use. In connection with the exercise of its rights under this Lease, Lessee shall not:

1. Do or permit its agents, employees, contractors, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the Property of the Airport.

2. Do or permit its agents, employees, contractors, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.

3. Dispose of any waste material or products (whether liquid or solid) taken from or used with respect to its aircraft or equipment into the sanitary or storm sewers at the Airport unless such waste material or products are disposed of in full and complete compliance with all Federal (including the U.S. Environmental Protection Agency), State, and County laws for disposal of such waste material and products.

4. Keep or store, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with Federal, State, and County laws, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.

5. Do or permit its agents, employees, contractors, directors, or officers to do any act or thing upon the Airport that will be in conflict with CFR Part 139 or jeopardize the Airport's operating certificate.

6. Do or permit its agents, employees, contractors, directors, or officers to do any act or thing in conflict with the Airport's TSA-approved Security Plan.

E. Reversion Clause

Upon expiration or termination of this Lease, the ownership of the building(s) and other improvements on the Property shall be determined as follows:

All improvements on the Property upon expiration or termination of this Lease (as extended) shall be come property of the Lessor. Prior to or immediately upon Lease termination, Lessor and Lessee shall execute all documents necessary to effectuate the transfer to Lessor of ownership of the improvements on the Property free and clear of all liens and encumbrances. Lessee shall be required to transfer the Property and all improvements in useable condition, normal wear and tear excepted. Should the improvements contain any building materials or components that are deemed hazardous by any governmental authority at the time of transfer, such that the Lessor would be precluded from occupying or releasing the Property without remediating such hazard, the Lessee shall be required to remediate the hazardous materials at the Lessee's expense.

F. Abandonment of the Property.

Lessee agrees not to abandon or vacate the Property during the term of this Lease and agrees to use the Property for the purpose herein stated until the expiration or earlier termination of this Lease in accordance with the terms of this Lease, provided that no abandonment or vacating shall be deemed to have occurred as long as Lessee meets its maintenance and rental payment obligations hereunder.

G. Storage and Purchase of Gasoline and Fuels.

It is understood and agreed by the Parties hereto that Lessor has reserved unto itself exclusive control of the storage and sale of all aviation fuel ("Fuel") on or about the Airport.

H. Operational Requirements and Procedures.

The following Standard Operating Procedures govern the operation of all Lessee operations at the Airport including, without limitation, restricted areas and roadways:

1. All persons shall comply with the provisions of the Airport Rules, the Rules and Regulations pertaining to Vehicle/Pedestrian Operations on the Airfield, and the Airport Security Program, which are incorporated by reference herein as if fully set forth.

2. Vehicle and Aircraft Operators shall comply with all applicable Federal, State, County laws, ordinances, orders, signals, and directives given by the Executive Director, Law Enforcement Officials, Airport Representative, and traffic control devices.

3. No person shall solicit business at the Airport outside the Property.

4. No pictures, advertisements, or solicitation flyers shall be posted on the Airport premises outside the Property.

5. Lessee shall keep all doors and gates providing access to any part of the restricted area closed and locked at all times. Lessee is responsible for the security of their leased area and for access through their leased doors and gates.

I. Pedestrian/Ground Vehicle Operations Requirements. Lessee employees operating inside the restricted area shall:

1. Comply with provisions of the Airport's Ground Vehicle/Pedestrian Operations Operating Rules and Regulations.

2. Maintain the necessary licenses for the operation of their vehicles at all times.

3. Lessee's employees that have access to the Airport Operations Area (AOA) shall obtain an Airport-issued badge ("Badge") and complete the appropriate Security and Ground Vehicle/Pedestrian Operations training classes (initial and recurrent) provided by the Airport prior to operating unescorted in the AOA, i.e., restricted area or any secured area of the Airport.

J. Vehicle Requirements. Lessee's vehicles operating within the restricted area shall be operated and equipped in the following manner:

1. Have proper registration in the State of Georgia.

2. Have an Airport-approved company sign/placard conspicuously located on each side of the vehicle, either magnetically or permanently adhered.

3. Be equipped with operating amber rotating beacon, or equivalent, mounted on top of vehicle either magnetically or permanently.

4. Be in sound mechanical condition with unobstructed forward and side vision from the driver's seat.

5. Have operable headlamps and brake lights.

6. Lessee's employees operating vehicle within Airport's restricted area shall comply with all vehicle/driver requirements as described herein and with provisions of the Airport's Ground Vehicle/Pedestrian Operations and Operating Rules and Regulations.

7. Personally Owned Vehicles (POVs) are strictly prohibited in the restricted area without prior Airport authorization.

K. Restricted Area.

1. Definitions.

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

L. Airport Badge.

1. If Lessee's employees are permitted unescorted access in the restricted area, they are required to obtain an Airport Badge prior to operating unescorted in the AOA.

2. Lessee shall ensure that all persons performing operations in the AOA and associated with Lessee's activities shall be properly badged or escorted.

3. Lessee's badged employees are required to escort their own passengers and other unbadged personnel at all times while inside the AOA. Lessee's badged employees shall remain with unbadged personnel until personnel are escorted by aircraft pilot or another badged escort.

4. Airport Badge authorizes the bearer, unescorted access to and, transit between the footprint of their hangar/building and their aircraft only. The Badge does not authorize the individual to operate a vehicle in the AOA or access any other area of the AOA on foot.

5. To qualify for a Badge, each individual must satisfy and complete Transportation Security Administration (TSA) background investigations and badge training consistent with TSA, Department of Transportation (DOT) and Federal Aviation Administration (FAA) regulations, including but not limited to, those rules promulgated by 49 U.S.C. Part 1540, Civil Aviation Security and 49 U.S.C. Part 1552, Airport Security. This may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. Lessee consents to such inquiries and agrees to make available to the Airport such information in its possession as lawfully required by the Airport, FAA, TSA or any other federal agency for the purpose of operating under this Lease. Such information shall be maintained by the Airport in the manner prescribed by applicable federal regulations.

6. Lessee shall pay cost(s) associated with the badging process, i.e. background checks, training, etc.

7. Lessee's failure to comply with all Badge procedures shall be considered a violation of this Lease requiring prompt correction to the satisfaction of the Airport. Lessee's failure to promptly correct any violations shall be considered an event of default, as further defined and as may be governed below.

8. Employees shall satisfactorily complete the applicable Pedestrian/Ground Vehicle Operations training class given by Airport Operations before receiving an appropriate Badge.

M. Training.

1. If Lessee's employees are permitted to access and operate unescorted in the restricted area, they are required to obtain an Airport Badge and successfully complete both the Airport's Security Training Class and the Ground Vehicle/Pedestrian Operations Training Class prior to operating unescorted in the AOA and maintain the appropriate annual recurrent training thereafter.

2. Employees must pass the written test given in the Ground Vehicle/Pedestrian Operations Training class with a grade of at least eighty (80) percent. An applicant who does not pass the written test may retake the test.

3. Lessee shall ensure that all persons accessing the AOA and associated with Lessee's activities have completed required training.

4. Lessee badged and trained employees are required to operate or to escort their own vehicles and pedestrians at all times while inside the AOA.

5. Lessee vehicle(s) operating in the AOA shall be properly configured for ramp operations in accordance with Airport Rules and Regulations prior to operating a vehicle within the AOA.

6. Lessee shall pay all costs associated with providing training.

N. Consequences of Non-Compliance.

1. Lessee's failure to comply with all access and vehicle operating procedures shall be considered a violation of this Lease requiring prompt correction to the satisfaction of the Airport. Lessee's failure to promptly correct any violations shall be considered an event of default.

2. Failure to comply with the rules and regulations of the Airport's Security Program and Ground Vehicle/Pedestrian Operations will result in the temporary or permanent revocation of the Airport issued badge and thereby all access to the restricted areas on the Airport.

O. Assignments, Subletting, or Sale.

1. Except as provided herein, Lessee may not assign this Lease or any interest herein or in the Property, or otherwise sell, transfer or sublet the Property, or permit the use of the Property by any other party other than Lessee, without Lessor's prior written consent. Notwithstanding the foregoing, Lessee may assign the Lease to a Qualified Assignee. A Qualified Assignee shall be a person or entity that meets all of the following requirements: (i) OFAC non-foreign status (as evidenced by an affidavit from assignee on the approved OFAC form), (ii) net financial assets equal to or greater than the assignor, (iii) a certificate of good standing from the Georgia Secretary of State office, and (iv) no pending litigation in the state of Georgia against assignee. Furthermore, the Qualified Assignee shall not directly

engage in any operational activities at the Airport, sales of aircraft, maintenance of aircraft, taxiing of aircraft, or similar activity without prior consent by the Lessor. The foregoing sentence shall not apply to the ongoing operations of Standard Aero as Sublessee, Lessee or any successor sublessee approved by Lessor. If Lessee sells, transfers or assigns its interest in this Lease, the Sublease or its interest in the Property subleases Lessee Improvements (each, a "Disposition"), Lessee shall provide Lessor with the following: (a.) the name of Lessee's purchaser or sublessee, (b.) a copy of the proposed assignment of the sublease with Standard Aero whereby the assignee has assumed all rights and responsibilities in the Sublease from Lessee, (c.) proof of insurance required by this Lease, and (d.) a copy of the proposed assignment of this Lease whereby assignee will assume all rights, responsibilities, and obligations of this Lease in full (including all obligations to comply with the Airport Rules). Lessor agrees to cooperate with Lessee in connection with any Disposition and use reasonable efforts to approve the assignee and execute any documents related thereto reasonably requested by Lessee within thirty (30) days of Lessee's request. Lessor agrees that its consent to any Disposition shall not be unreasonably withheld, conditioned or delayed.

Upon any expiration or termination of the Sublease with Standard Aero Business Aviation Services such that Lessee seeks to re-tenant the facility with a new subtenant, Lessee agrees that any such replacement subtenant must be an aeronautical type use, or closely related ancillary aeronautical use.

2. Upon prior written notice to Lessor, Lessee also has the right to sell or transfer Lessee Improvements to a third party during the Term of this Lease or any extension thereof. In the event of the sale of Lessee improvements, Lessee agrees that the terms and conditions of this Lease remain in effect for the remainder of the Term, including all Term Extension Options as stated in Article III above.

4. Release of Assignor's Liability. In the event Lessee (including, without limitation, any Lender, its designee, or third party who shall have acquired Lessee's interest herein pursuant to Lender Security Document) shall assign all of its right, title, and interest under this Lease in and to the Property pursuant to the applicable provisions of the Lease and such transferee shall, in a writing reasonably acceptable to Lessor, assume all duties and obligations of Lessee under the Lease and agrees to be bound by all provisions contained herein, such assigning Lessee shall be released from all rights, duties, and obligations of Lessee under the Lease, except with regard to any obligations of Lessee arising before the date of such assignment and assumption. The foregoing release shall be effective and self-operative

without the execution of any further instruments on assignment to and assumption by such assignee. Notwithstanding the foregoing, promptly following the request of any such assigning Lessee, Lessor shall execute and deliver to such Lessee a written release consistent with the terms of this paragraph.

P. Taxes and Charges. Lessee shall pay as they become due any and all taxes, fees, assessments or charges of any type levied by any governmental entity based upon, related to, or resulting from any improvements, conditions, property, activities or operations of any kind on the Property. Lessee shall have the right at its own cost and expense to contest the amount or validity of any tax, fee, assessment or charge and to bring or defend any actions involving the amount or validity thereof in its own name or, if necessary and approved by Lessor, in the name of Lessor; provided that, if unsuccessful, Lessee shall pay and discharge any such tax, fee, assessment or charge so contested, together with any penalties, fines, interest, costs and expenses, including reasonable attorneys' fees, that may result from any such action by Lessee, and provided that, pending resolution of any proceeding contesting a tax, fee, assessment or charge, Lessee shall take any actions necessary, including conditional payment of the amount in dispute, to prevent the attachment or accrual of any lien or penalty. Nothing herein shall be construed to require Lessee or Sublessee to pay taxes on the interests created by this Lease or the Sublease. To the extent that the Property, the Lessee Improvements, this Lease or the Sublease are not exempt from taxes, the Lessor shall reasonably cooperate with any efforts of the Lessee or Sublessee seeks to participate in an industrial revenue bond or other similar financing structure with the Augusta Economic Development Authority or other similar quasi-governmental authority in an effort to minimize the Lessee or Sublessee's ad valorem taxes.

ARTICLE VIII

ALTERATIONS, ADDITIONS AND CHANGES

A. Except for the Lessee Improvements, Lessee and/or Sublessee shall not, without the prior consent of Lessor, which consent shall not be unreasonably withheld or delayed, make any alterations, changes or additions, structural or otherwise, to or upon any part of the Property. All alterations, additions and improvements shall be done in a good and workman-like manner and in accordance with all applicable laws and the Airport's Development Standards without impairing the structural soundness of the building. Lessor agrees, if necessary, to join in any applications to governmental authorities for such permits as may be required to do the work contemplated in this Section. All applications and permits shall be at Lessee's sole expense. Prior to construction, Lessee shall file with the FAA a complete

and accurate FAA Form 7460-1. Use of the Property and construction of improvements thereon may not proceed or be maintained by Lessee if the FAA does not determine that the improvements proposed for the Property would not be a hazard to air navigation. If the FAA's determination of no hazard to air navigation is conditional, Lessee shall satisfy all conditions underlying the determination. All improvements, alterations or fixtures constructed or placed on the Property shall comply with local building codes and all other applicable laws, covenants and regulations. Approval by Lessor shall not constitute an opinion or warranty that any items or conditions so approved are in compliance with applicable codes, laws, covenants or regulations.

B. Lessor shall not be required to perform any repairs or any other improvements to the Property whatsoever. Lessee and/or Sublessee, at its cost and expense, shall at all times maintain the Property in as good condition as when received by Lessee, excepting only normal wear and damage resulting from fire or other casualty which is beyond the control of Lessee and does not result from negligence of the Lessee. At the expiration or termination of the terms herein described, Lessee shall surrender the Property to Lessor in as good or better condition as when received by Lessee, excepting only normal wear and the addition of any permitted improvements, including the Lessee Improvements.

ARTICLE IX

USE; ACCESS; AND RESTRICTIONS

A. It is understood and agreed that Lessee and/or Sublease shall use the Property only for aircraft maintenance repair and overhaul, equipment and parts storage and associated office space, which the parties agree is an aeronautical use as defined under FAA guidelines ("Permitted Use"). Lessee and Sublessee shall only be permitted to change the use of the Property with the prior written consent of Lessor, which consent shall not be unreasonably withheld, and the Property shall thereafter continue to be subject to all rules, regulations, and laws applicable to the use of Airport property.

B. Access. Lessor hereby grants Lessee permission to construct, at Lessee's cost, a segment of paving for a drive aisle on the currently-unimproved land adjacent to the Property, to connect the Property to Doug Barnard Parkway or to the Airport roadway system, thereby providing uninterrupted, paved vehicular access between the Property and nearest public right-of-way ("Drive Path"). Lessor shall be responsible for maintaining the Drive Path in good condition and repair throughout the Term. Lessor further grants Lessee an access easement for ingress and egress to and from the Property and the Airport

roadway system, taxiways, and runways located on the Airport such that those airplanes that are serviced on the Property shall have unimpeded access to the taxiways and runways at all times.

C. Rules and Regulations.

Lessee agrees that use of the Property and that its operations in and upon the Property shall be conducted in compliance with all applicable local, state and federal laws, including but not limited to those of, or administered by, the FAA or its successor, TSA, the ordinances and Code of Augusta, Georgia, the Airport Rules. The Airport Executive Director will at all times be in full and complete charge of said Airport.

D. Lessee shall endeavor to conduct its business in such a manner as will develop and maintain the good will and active interest of the general public.

E. Lessee agrees that its operations shall be conducted in compliance with all applicable federal, state and local environmental laws, rules and regulations (collectively, "Environmental Laws"). Lessee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required repair, cleanup or remediation of the Property necessary to comply with Environmental Laws, provided such required repair, cleanup, or remediation is required due to Lessee's failure to comply with Environmental Laws.

F. Operating Standards.

In providing any of the required and/or authorized services or activities specified in this Lease, Lessee and Sublessee shall operate for the use and benefit of the public and shall comply with the reasonable minimum operating standards or requirements, promulgated by Lessor, and as amended from time to time, applicable to each of Lessee's and Sublessee's activities on the Airport.

G. Aerial Approaches.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against any obstructions erected by Lessee without Lessor's written approval, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

H. Lessor may enter upon the Property at reasonable hours, in the presence of Lessee or Sublessee, so as not to interfere with Sublessee's business, to inspect the building for the purpose of seeing that the Lessee and Sublessee are complying with all obligations set forth in this Lease.

I. Use of Landing Areas.

It is expressly understood and agreed by the Parties hereto that the use of all landing areas at Airport shall be open at all times to all persons, firms, and corporations desiring to use same, provided only that such use shall be in accordance with the rules and regulations of the United States Government, TSA, FAA, the laws of the State of Georgia, and the Airport Rules. Notwithstanding anything to the contrary in this Lease, Lessor agrees that Subleasee shall not be required to pay landing fees for aircraft being serviced by Sublessee, in accordance with Sublessee's current practices at its existing service facility at the Airport.

J. Security.

Neither Lessee or Sublessee shall bring into or operate any ground vehicle or motorized equipment within any air operations area, unless having first complied with all insurance provisions and requirements specified in this Lease, as well as the Airport Vehicle Training Program and the Airport Lessee Security Program, as defined by TSA. When operating within any air operations area, Lessee and Sublessee shall cause their vehicles and equipment to move directly to and from the entrance gate of the Property and the aircraft and shall not enter or move about any other non-movement area. Lessee and Sublessee, their officers, employees, agents, and those under its control, shall comply with security measures required of Lessee, Sublessee or the Lessor by the FAA, TSA, U. S. Department of Transportation, or contained in any Airport Master Security Plan approved by the TSA (including an Airport Lessee Security Program as outlined in 49 CFR Part 1542 respective to any Exclusive Use Space pursuant hereto). If Lessee or Sublessee, their officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against Lessor and/or the Augusta Aviation Commission, then Lessee shall be responsible and shall reimburse Lessor and/or the Augusta Aviation Commission in the full amount of any such monetary penalty or other damages, including reasonable attorney fees and other costs to defend Lessor and/or the Augusta Aviation Commission against such claims.

K. Lessee and Sublessee shall be responsible for having their respective employee background checks performed through the Augusta Regional Airport. Lessee or Sublessee shall reimburse the Augusta Aviation Commission its costs, plus fifteen percent (15%) for administration expenses.

L. Lessee or Sublessee shall be responsible for safely securing all aircraft or equipment stored in or about the Property, in compliance with all applicable rules, regulations and laws of the United States of America, including the rules of the Federal Aviation Administration, the State of Georgia, the Lessor, and all local authorities having proper jurisdiction over the Property.

M. Lessee acknowledges that the Property does not have manned security, and Lessee or Sublessee shall be responsible for any damage or theft of any aircrafts, equipment, or other property located in the Property which belongs to Sublessee or its clients, unless such damage is directly due to the gross negligence of Lessor.

N. Storage by Lessee of Lessee's personal property or the personal property of any of Lessee's employees, agents, licensees, guests, or invitees, in or about the Property shall be done at Lessee's sole risk and Lessor shall not be responsible, in any way, for any damage to, or any loss of any such personal property stored in or about the Property.

O. Movement of Aircraft.

Except as otherwise stated herein, throughout the Lease term, Lessee or Sublessee shall be responsible for the movement of their Aircraft into and out of the Property, as well as all other movement of its Aircraft upon the Property (the "Aircraft Movement"), and at no time shall Lessor be under any obligation to assist Lessee in any Aircraft Movement or undertake any Aircraft Movement on Lessee's behalf.

P. Hazardous Substances.

Lessee and/or Sublessee shall be liable for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, emission, discharge or release from the Property caused by its officers, employees or agents of any Hazardous Substance (including any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims as awarded by the Court arising under the Comprehensive

Environmental Response, Compensation and Liability Act, any so-called federal, state, or local “Superfund” or “Superlien” laws, statutes, law, ordinance, code, rule, regulations, order or decree regulating, with respect to or imposing liability, including strict liability, in regard to any Hazardous Substances), arising out of negligent acts of Lessee or Sublessee. For purposes of this Lease “Hazardous Substances” shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, and hazardous, toxic or dangerous waste, substance or material as now or at any time hereunder in effect. If Lessee receives any notice of (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Leased Property or in connection with Lessee’s operations thereon, or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Lessee (an “Environmental Complaint”), from any person or entity (including without limitation, the EPA), then Lessee shall immediately notify Lessor orally and in writing of said notice. The breach of any warranty, representation, or agreement contained in this Section shall be an Event of Default hereunder and shall entitle Lessor to exercise any and all remedies provided in this Lease, or otherwise permitted by law.

ARTICLE X

INSURANCE AND INDEMNIFICATION

A. Insurance.

1. General Information. Lessee agrees to carry and maintain, or to cause Sublessee or qualified third-party management company, to carry and maintain, in force at all times during the Term, at Lessee’s or Sublessee’s sole expense, the insurance described herein in this Article X. A below for itself or Sublessee.

2. Lessor reserves the right to amend the insurance requirements imposed by this Lease at any time, provided any such amendment is not unreasonable, which amendment shall be in accordance with the following:

- a. Lessee understands and agrees that the minimum limits of the insurance

required herein may become inadequate during the Lease Term and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport, Lessor or the City, as determined in the sole but reasonable discretion of the Airport's Executive Director, Lessee will increase such minimum limits by reasonable amounts on written request of the Airport's Executive Director, with the concurrence of the Lessor's insurance broker/underwriter. No such amendment shall reduce the coverage amounts lower than as stated in this Lease.

- b. Within thirty (30) days of the publication by Lessor of any such modifications the foregoing insurance requirements, Lessee shall deliver to Lessor insurance certificates certifying compliance with such modified coverage(s).
- c. No written amendment of this Lease shall be required to effectuate said increases in minimum limits.

3. All insurance required hereunder shall be provided through qualified self-insurance or commercial insurance insurers rated A- VII, or better by A.M. Best. Limits provided may be satisfied by a combination of primary and excess insurance, and shall be issued by a company licensed, qualified and authorized to transact business in the State of Georgia.

4. The insurance policies for coverage listed in this section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Lessor no less than thirty (30) days prior to cancellation or change.

5. Proof of Insurance. Lessee shall provide Lessor with an annual Certificate of Insurance on all required insurance within ten (10) days upon the effective date of this Lease and annually upon the effective date thereafter. Lessor reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors and Sub-lessees: Lessee shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Lease and all sub-lessees carry commercially reasonable insurance coverage commensurate with their use or access as consistent with industry standards for that use or access.

7. Lessee shall obtain and maintain continuously in effect, at all times during the term of this Lease, at Lessee's sole expense, the following insurance:

- a. Comprehensive Aircraft Liability Insurance. Comprehensive Aircraft Liability insurance, (including liability for bodily injury and property damage, passenger liability, airport premises liability, personal injury liability and contractual liability), combined single limit of liability of not less than \$5,000,000. Coverage shall include bodily injury or death to person's in or about the facility and/or property damage to the facility and/or other aircraft stored in or about the Property resulting from Lessee's preventive maintenance, routine aircraft servicing, or minor repair activities. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the Lessee waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage.
- b. General Liability Insurance. General liability insurance with a combined single limit of not less than \$5,000,000 covering Lessee's off-airport operations. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the Lessee waives its right of subrogation against the Augusta Aviation Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission, Augusta, Georgia and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.
- c. Airport Liability/Hangarkeepers Liability: Lessee shall procure and maintain, during the life of this Lease, Airport Liability Insurance, including Hangarkeepers Liability, in a policy form customarily carried at the time in the United States. The Airport Liability Insurance coverage shall include limits not less than \$5,000,000 per occurrence combined single limit and the Hangarkeepers Liability coverage shall include limits of not less than \$5,000,000 per occurrence combined single

limit. A list of all exclusions not considered “standard and customary” to the form of policy customarily carried at the time in the United States shall be attached to the Certificate of Insurance or a copy of the insurance policy may be submitted.

- d. Property Insurance: Lessee shall procure and maintain during the life of this Lease, Property Insurance, in a form at least as broad as the standard Insurance Services Office special cause of loss form, and flood insurance covering all currently existing buildings as well as any new buildings constructed. These policies shall insure, and shall be sufficient to cover the replacement value of, all improvements installed on the Premises, and all fixtures, furnishings, equipment and decoration kept, furnished or installed on the Premises. The insurance policy(ies) secured pursuant to this paragraph shall provide coverage on a replacement cost basis.
- e. Builder’s Risk Insurance: Lessee shall purchase builder’s risk insurance for the full value of the improvements to be constructed pursuant to the Lessee Development Plan and shall maintain such insurance until all certificates of occupancy have been issued. For any building later constructed, Lessee shall purchase builder’s risk insurance for the full value of the building to be constructed and shall maintain such insurance until all certificates of occupancy have been issued.
- f. Workers’ Compensation Insurance. If Lessee has employees, it shall provide Workers’ Compensation insurance with statutory limits and employers liability with a limit of \$500,000 for employees and subcontractors entering the hangar or office space with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident/disease. Such policy (ies) shall be endorsed to state that the workers’ compensation carrier waives its right of subrogation against the Augusta Aviation Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.
- g. Automobile Liability Insurance. Lessee shall provide Automobile Liability insurance with a combined single limit of not less than \$1,000,000 covering Lessee’s automobiles while on and off the airport premises. Policy must be

written on a Symbol 1 basis. However, if it is determined that Lessee's automobiles are to be used in restricted areas of the Airport; Lessee shall provide Automobile Liability with a combined single limit of not less than \$5,000,000. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the carrier waives its right of subrogation against the Augusta Aviation Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

B. Indemnity.

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

death or injury to persons or loss or damage to property, resulting from Lessee's operations and occupancy of the Property, or anything done or omitted by Lessee under this Lease except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to any act of negligence on the part of Lessor or their agents, employees, directors, officers, guests, licensees and invitees.

4. The obligation to provide indemnification under this Agreement shall be contingent upon the Lessor providing Lessee with timely written notice of any claim for which indemnification is sought, allowing Lessee to control the defense of such claim; provided, however that the Lessee agrees not to enter into any settlement or compromise of any claim or action without the Lessor's prior written consent, which will not be unreasonably withheld. The Lessor shall cooperate with the Lessee in connection with such defense. Nothing in this Section is intended to prohibit a Party from engaging its own legal counsel, at its own expense, to investigate or defend against any claim.

ARTICLE XI

MISCELLANEOUS PROVISION

A. It is agreed between the Parties hereto that this Lease shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

B. Force Majeure.

Force Majeure shall mean delays caused by or resulting from an Act of God, severe weather conditions, war, insurrection, riot, civil commotion, epidemic, pandemic, declared National, State, and/or Local state of emergency, fire or other casualty, strikes, lockouts, inability to obtain labor or materials, or other causes beyond the party's reasonable control. Neither party shall have any liability whatsoever to the other party on account of any event of Force Majeure. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay caused by any event of Force Majeure. However, an event of Force Majeure shall not in any way affect Lessee's obligation to pay rent or other moneys due, nor shall it extend the term of this Lease.

C. Notices.

All notices, demands, and request which may or are required to be given by either Lessor or Lessee to the other shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) addressed as follows:

If to Lessee:

Brown & Gold Aero Investments, LLC
3510 Wheeler Road
Augusta, Georgia 30909
Attention: A. Dennis Trotter

With copy to:

Trotter Jones, LLP
3615 Walton Way Ext.
Augusta, Georgia 30909
Attention: James B. Trotter

With an additional copy to Lessee's Lender:

With a Copy to Sublessee:

Attn: Assistant General Counsel- Business Aviation

2988 West Walnut Hill Lane
Dallas, TX 75261
Tel: (214)-956-3084
Email: jeff.adamcik@standardaero.com

With a copy to same address

Attn: General Counsel

6710 N. Scottsdale Road, Suite 250
Scottsdale, AZ 85253

If to Lessor:

Augusta Aviation Commission
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906-9600
Attention: Aviation Director

With copy to:

Augusta, Georgia
ATTN: General Counsel
535 Telfair Street, Building 3000
Augusta, Georgia 30901

Either Party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

Lessor and Lessee both agree that any notice being tendered by either party regarding any right, obligation, option, default or breach of this Lease shall be simultaneously delivered to the Sublessee set forth in Article III, Section E above, per the terms set forth in the lease attached in the Exhibit "B" attached hereto.

D. Covenants Bind and Benefit Successors and Assigns.

The provisions of this Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and permitted sub-lessees including but not limited to Standard Aero; provided, however, that no one shall have any benefit or acquire any rights under this Lease pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.

E. Governing Law and Venue.

This Lease shall be construed and enforced in accordance with the laws of the State of Georgia. The Parties hereby submit to the exclusive jurisdiction of the Superior Court of Augusta, Georgia for the purposes of all legal proceedings arising out of or relating to this Lease and the Parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

F. Severability.

In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

G. Time.

Time is of the essence in performance under this Lease.

H. Execution of Counterparts.

This Lease 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.

I. Covenants Run with Property.

The covenants, agreements, and conditions herein contained shall run with the Property hereby leased and shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.

J. Relationship of the Parties.

The relationship of the Parties under this Lease shall be that of independent principals and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership or any other relationship other than that of independent principals. Each of the Parties acknowledge and agree that each is engaged in a separate and independent business or activities and neither shall state, represent or imply any interest in or control over the business of the other.

K. Georgia Open Records Act.

Lessee acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (OCGA §50-18-70, et seq.). Lessee shall cooperate fully in responding to such requests and shall make all records, not exempt, available for inspection and copying as required by law.

L. Venue and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts located in Richmond County, Georgia. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

M. Entire Agreement.

This Lease contains the entire agreement of the Parties, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. This Lease supersedes any prior agreements with respect thereto. This Lease shall inure to the benefit of and be binding upon the Lessor, the Lessee, and their respective successors and assigns. No failure of either Party to exercise any power given it hereunder, or to insist upon strict compliance by either Party of any obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

N. Approval by the Airport Sponsor.

Upon approval of this Lease by the Airport Sponsor, the Mayor shall execute this Lease on behalf of the Augusta Regional Airport. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party. Lessee acknowledges that this Lease and any changes to it by amendment, modification, change order or other similar document may have required or may require the authorization and approval of the Airport Sponsor and the Mayor. Under Georgia law, Lessee

is deemed to possess knowledge concerning Airport Sponsor's ability to assume contractual obligations and the consequences for Lessee of entering into any contract, amendment, modification, or other similar document without the authorization and approval of the Airport Sponsor and the Mayor. In the event of such unauthorized actions, Airport Sponsor and/or the Augusta Aviation Commission shall not be held liable, responsible, or obligated to perform under such unauthorized actions and shall not be in breach of contract of such unauthorized actions if it chooses not to adhere to said actions.

O. Amendment.

This Lease may not be amended at any time except by written agreement of Lessor and Lessee.

P. Eminent domain.

If the whole of the Property shall be taken or condemned under the right of eminent domain, then this Lease shall automatically terminate. If less than the whole of the Property shall be taken or condemned but the part taken or condemned constitutes, in Lessee's sole judgment, such a substantial part of the Property so that the remaining part of the Property shall be insufficient for the economic and feasible operation of Lessee's Permitted Use, then Lessee shall have the right to terminate this Lease. If this Lease is terminated pursuant to this Section, whether automatically or at Lessee's election, then (a) such termination shall be effective as of the date possession is lawfully acquired by the condemning authority, (b) from and after such effective date of termination, (i) this Lease shall be of no further force or effect and the parties hereto shall have no further obligations hereunder (except for any obligations expressly surviving such termination), and (ii) the obligation to pay Rent hereunder shall cease, and (c) notwithstanding any termination of this Lease, the awards or payment of compensation by the condemning authority on account of the taking or condemnation shall be applied as follows: Lessor shall receive that portion of the total awards or payments that are attributable to Lessor's leased fee interest in the Premises that are taken or damaged by the condemnation.

Lessee shall receive that portion of the total awards or payments that are attributable to Lessee's leasehold interest in the Premises that are taken or damaged by the condemnation. In addition to recovering compensation for the taking or damaging of Lessee's leasehold interest, Lessee shall receive all compensation awarded for the taking or damaging of the actual and constructive improvements made by Lessee to the Property, including but not limited to Lessee's interest in the Lessee Improvements. In the event that any portion of the Property is condemned by a governmental entity other than the Lessor, the Lessor shall have no obligation to pay any compensation to Lessee in addition to any awards or payments paid by the condemning authority and payable to the Lessee, as specified herein.

Lessor, Lessee and any person or entity having an interest in the awards or payments shall have the right to participate in any condemnation proceedings or agreements for the purpose of protecting its interests, and such party shall pay its own costs and expenses therein. If the parties are not permitted to proceed as separate parties, they shall jointly select counsel to present and prosecute their claim, and all costs thereof shall be paid by the parties in proportion to the amount of the award, settlement or sale proceeds that each receives.

If only a part of the Property shall be taken or condemned and the part remaining can, in the sole judgment of Lessee, be economically adapted for Lessee's Permitted Use, then this Lease shall remain in full force and effect, and Rent payments by Lessee shall be reduced during the then current Lease term and any Option Term(s) thereafter exercised as follows: Rent shall be reduced by a percentage equal to the percentage that the part(s) taken is of the whole Property to the extent that the part(s) taken result in (i) a reduction in the amount of parking, (ii) a reduction in the accessibility to Lessee's Improvements by pedestrian and/or vehicular traffic (including, without limitation, the removal of a point of access or the loss of any portion of Lessee's internal circulation drive aisles), (iii) the removal of points of access to and/or from the Property, (iv) a loss of Lessee's primary free-standing signage, if any, or (v) some other a material adverse effect on Lessee's ability to operate for business from the Property in at least a comparable economic and profitable manner as existed prior to such taking or condemnation. Notwithstanding the foregoing or anything to the contrary contained herein, if any parking on the Property is taken, or lost as a result of a taking, then, at Lessee's option, the Rent (during the then current Lease Term and any exercised Option Term(s)) shall be reduced by either: (a) the percentage that the part taken is of the whole Property as described above, or (b) the percentage that the number of parking spaces taken and/or lost as a result of the taking is to the total number of parking spaces existing on the Premises before the taking. Additionally, if part of the Property is taken and this Lease remains in force and effect, Lessor shall be entitled to all compensation awarded for the land (as vacant) taken and any improvements built and paid for by Lessor that are in the taking, and for damages, if any, to Lessor's leased fee interest; and Lessee shall be entitled to all compensation awarded for any improvements built and paid for by Lessee, including but not limited to, Lessee's Improvements, including but not limited to, Lessee's site improvements, paving, curbing, landscaping and appurtenances, and signage, that are in the taking, and for damages, if any, to Lessee's leasehold interest.

Lessor shall notify Lessee within ten (10) days of any notification from any governmental entity regarding the proposed taking or condemnation of any or all of the Property. In addition, Lessor

shall copy Lessee on any subsequent correspondence regarding same, including but not limited to, the condemning authority's offer(s) of compensation and appraisal(s) upon which such offer(s) is based.

Lessor, Lessee and any person or entity having an interest in the awards or payments shall have the right to participate in any condemnation proceedings or agreements for the purpose of protecting its interests, and such party shall pay its own costs and expenses therein. If the parties are not permitted to proceed as separate parties, they shall jointly select counsel to present and prosecute their claim, and all costs thereof shall be paid by the parties in proportion to the amount of the award, settlement or sale proceeds that each receives.

Any termination of this Lease pursuant to this Section, whether automatically or by Lessee's election hereunder, shall not be deemed to terminate this Lease for purposes of Lessee's prosecuting and receiving an award or settlement from the condemning authority as compensation for the taking or damaging of its leasehold interest in the Property, including but not limited to, the actual and constructive improvements made by Lessee to the Premises as provided for in this Section, which shall be in no way impaired. Not only should this pertain to the lease premises, but is should also include the runways, approaches, taxiways, and all access points for a plane to access the premises.

Q. Non-Discrimination.

Notwithstanding any other provision of this Lease, during the performance of this Lease, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Lease does hereby covenant and agree, as a covenant running with the land, that:

1. Lessee at all times shall comply with Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects section A5.3.3, A.6.4.1, and A6.4.2
2. Lessee will obligate its General Contractor constructing the proposed improvements on the Property to comply with Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects section A5.3.2
3. Lessee's Sublease with Sublessee, shall obligate Sublessee (and its successors and assigns) to comply with Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects section A5.3.3
4. Notwithstanding the foregoing, in the event Lessee, Sublessee, or Lessee's General Contractor is deemed to have violated any of the aforementioned non-discrimination laws, such failure shall be considered an Event of Default pursuant to Article IV, Section 1(b).

R. Requirements of the United States.

This Lease shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Property, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of Lessor or the United States pursuant thereto. In the event any existing or future agreement between Lessor and the United States, or any agency thereof, results in a taking of any portion of the Property by either the United States, or agency thereof, or Lessor, the compensation for such taking shall be distributed in accordance with the Eminent Domain provisions in Article XI, Section P above.

S. Option for Additional Property.

The Lessor, for good and valuable consideration, does hereby grant the Lessee an option to lease up to an additional +/- 7.5 acres of land (all or part) lying to the South of Parcel A, and more fully described as the "Option Parcel" on Exhibit A attached hereto. The Lessee may exercise it's right to lease the Option Parcel for a period of ten (10) years commencing on the Effective Date of this Lease. In the event the Lessee exercises this option, the rental rate for the Option Parcel shall be the same rental rate in effect for this Lease at the time the option is exercised, and the Lessor and Lessee shall enter into a new lease agreement for the Option Parcel on substantially similar terms as this Lease. Rent for the Option Parcel shall be \$.10 per square foot per year and shall commence simultaneously with the commencement of Rent on the Property (one year after issuance of a Certificate of Occupancy).

T. Memorandum of Lease. Lessee may record a memorandum of lease ("Memorandum") in the form of Exhibit C attached hereto, in the Office of the Clerk of the Superior Court of Richmond County, Georgia. The Lessor and Lessee agree to deliver a fully executed and notarized original of the Memorandum to the other party upon execution of this Lease.

U. Joinder by the City. Augusta, Georgia joins in the execution of this Lease to approve its terms in accordance with Section 1-3-5 of Chapter 3, Article 1 of the Augusta-Richmond County Code.

[signatures appear on following page]

IN WITNESS THEREOF, the said Parties hereto have executed this Lease or caused this Lease to be executed the day and year first above written.

LESSEE:
BROWN & GOLD AERO INVESTMENTS, LLC

LESSOR:
AUGUSTA AVIATION COMISSION

By: _____
A. Dennis Trotter
As its Manager

By: _____
Name: _____
Its: _____

Attest: _____
Name: _____
Its: _____

Approved by the City on the ____ day of _____, 2023:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson, Mayor

Attest: _____
Lena J. Bonner, Clerk of the Commission

Exhibit "A"

Map of the Property and Surrounding Area

Exhibit B – Sublease with Standard Aero

Exhibit C – Memorandum of Lease

 (Space above for Recorder's Use)

MEMORANDUM OF LEASE

This Memorandum of Lease dated as of the _____ day of _____, _____ is made and entered into by and between BROWN & GOLD AERO INVESTMENTS, LLC, a Georgia limited liability company with an address at 3510 Wheeler Road, Augusta, Georgia 30909 ("Lessee"), and the AUGUSTA AVIATION COMMISSION, with an address at _____ ("Lessor").

WHEREAS, Lessee and Lessor are parties to that certain Augusta Regional Airport Property Lease dated _____ (the "Lease") pursuant to which Lessee is leasing the property described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the parties desire to record this Memorandum of Lease to provide record notice of the Lease and certain of its terms.

NOW THEREFORE, in consideration of the foregoing, the parties acknowledge the existence of the Lease, and certain of its terms, as follows:

1. The term of the Lease is for a period of thirty (30) Lease Years commencing _____, _____, as described in the Lease, unless sooner terminated or extended pursuant to the terms of the Lease.
2. Lessee has four (4) successive options, each of which entitles Lessee at its election to extend the then current Term for an additional period of five (5) years per Option Term, subject to all of the provisions of the Lease.
3. The Premises may be used for the purpose of sales, service, light industrial warehousing, storage and distribution related to maintenance, repair and overhaul of aircraft engines and related parts and materials, airframe, avionics and accessory work and for related office use and any other applicable use consistent with the operation of Lessee's and Sublessee's business and in compliance with applicable law.
4. Lessor and Lessee further acknowledge and affirm that this Memorandum of Lease is not a complete summary of the Lease. Accordingly, Lessor and Lessee hereby agree that this Memorandum of Lease shall not be used in interpreting the Lease provisions and that, in the event of conflict between this Memorandum of Lease and the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

Signed, sealed and delivered in our presence: BROWN & GOLD AERO INVESTMENTS, LLC

Unofficial Witness

By: _____
A. Dennis Trotter
As its Manager

Notary Public for _____ County,
Georgia

My commission expires: _____

[NOTARY SEAL]

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

Signed, sealed and delivered in our presence:

AUGUSTA AVIATION COMMISSION

Unofficial Witness

By: _____
Name: _____
Its: _____

Notary Public for _____ County,
Georgia

Attest: _____
Name: _____
Its: _____

My commission expires: _____

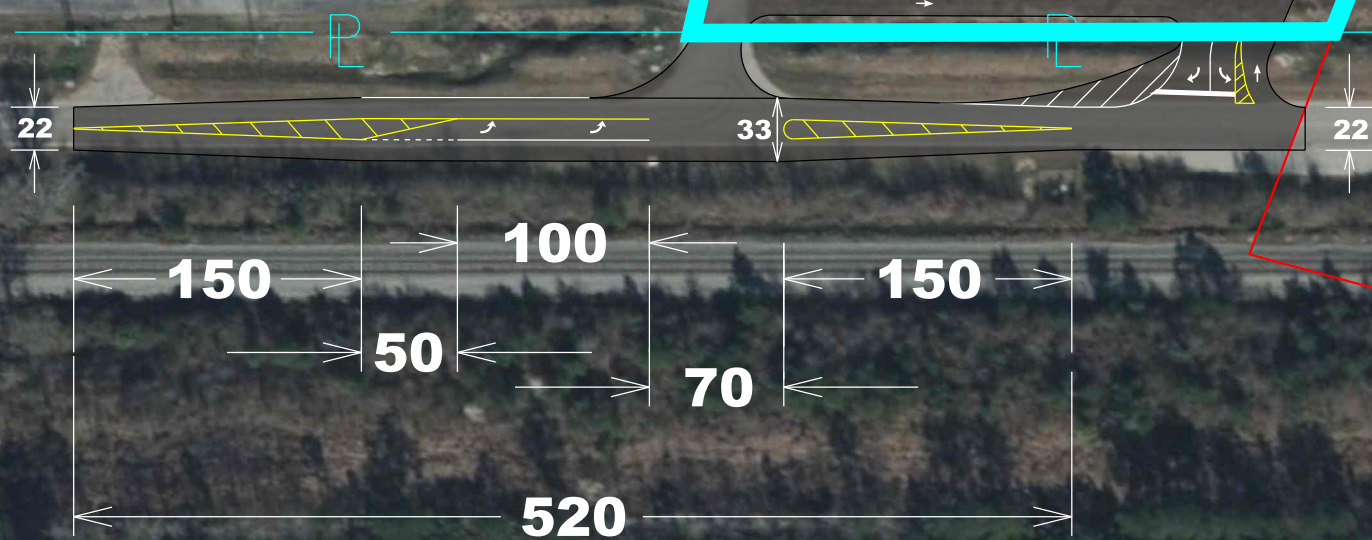
[NOTARY SEAL]

NOTE: PROPERTY LINE IS ASSUMED WHERE SHOWN.

Item 11.

PROPERTY
APPROX 4
ACRES

RUNWAY PROTECTION ZONE
(500' x 700' x 1000')



HANGAR LOCATION: OPTION 4
AUGUSTA REGIONAL AIRPORT AT BUSH FIELD
Augusta, Georgia



Administrative Services Committee

Meeting Date: December 19, 2023

Central Services - Fleet Management

- Department:** Central Services – Fleet Management
- Presenter:** Ron Lampkin
- Caption:** Motion to approve a one-year extension of the Augusta Fleet Maintenance Contract for 2024 at a contract cost of \$3,251,745 and noncontract labor cost of \$30.00 per hour and after hour rate of \$50.00 to First Vehicle Services.
- Background:** Augusta entered a 3-year fleet maintenance contract for vehicles and equipment, excluding Environmental Services, Fire and Transit Departments. This contract supports more than 56 divisions with over 2,500 vehicles and equipment.
- Per our current fleet maintenance contract, this agreement may be renewed, expanded and extended by mutual agreement in annual increments, provided that the funds for subject agreement are available and an operating budget is approved by the Augusta Commission and that the Contractor has established a satisfactory record of performance. The first one-year extension to the contract was approved by Commission on April 20, 2021, for FY22 and the second one-year extension was approved by Commission on March 30, 2022, for FY23. The increase in cost from 2023 to this request for extension is \$184,061.
- Analysis:** Funds for the continuation of this contract will be requested during the 2024 budget process within the operating budget. The Fleet Management Division consists of 4 in-house employees and cannot service Augusta's fleet adequately without the continuation of outsourced services, identical to those provided by First Vehicle Services.
- Financial Impact:** \$3,251,745 Fleet Management 2024 Operating Budget 626016440/52.23113
- Alternatives:** (1) Approve the request; (2) Do not approve the request
- Recommendation:** Motion to approve a one-year extension of the Augusta Fleet Maintenance Contract for 2024 at a contract cost of \$3,251,745 and noncontract labor cost of \$30.00 per hour and after hour rate of \$50.00 to First Vehicle Services.

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

N/A

**REVIEWED
AND
APPROVED
BY:**

Memo

First Vehicle Services

November 14, 2023

Ms. Takiyah A Douse
Director Central Services Director
Augusta GA 30906

Dear Ms. Douse

This is the time of year most of our customers are working on their budgets and planning for the upcoming budget year. With that understanding we would request Augusta Richmond GA consider the contract extension option in the contract outlined in Section One Article One below. Therefore, by mutual agreement FVS would like to extend the contract from January 1, 2024, through December 31, 2024.

- 1. AGREEMENT TERM AND TERMINATION:** The duration of the Agreement will be from February 1, 2019, to December 31, 2021, for a period of 35 months. Further this agreement may be renewed. expanded and extended by mutual agreement in annual increments, provided that the funds for subject Agreement are available and an operating budget is approved by the Augusta Commission and that the Contractor has established a satisfactory record of performance.

In addition, Section 13 of the contract allows for a budget increase based on the CPI. The Current 12 month CPI is 7.78%. We are proposing a 6% increase on labor, parts, overheads, and fees to help bring us back up to budget with increased labor and parts costs and assist the County's budget as well. Additionally, we would like to increase the N/C labor rate from the current \$26.00 and \$48.00 to \$30.00 and \$50.00 respectfully.

This increase would raise the current budget by \$184,061 for a total of \$3,251,745 annually.

- 13. Annual Adjustments:** The Contract base cost, approved budget, including the Contractors fee may be adjusted for any subsequent years of the Contract in accordance with the Annual Meeting. During the Annual Meeting between the Government and the Contractor, the Contractors performance will be reviewed. The Government will present a report card that includes the Government's assessment of Contractor performance in the areas of fleet maintenance, operations, cost/performance, Contract incentives, and other issues. The meeting shall also include a review of the Contractors cost of doing business. Escalation of the approved budget for the ensuing year shall not exceed the Bureau of Labor Statistics - Consumer Price Index (CPI) for urban consumers in the Transportation Category for Atlanta, Georgia for the most current year reporting period. Changes to the Contract resulting from the annual meeting shall be documented in an Agreement Amendment. subject to approval by the Augusta Commission.

Thank you for taking this proposal into consideration.


We look forward to continuing our partnership with the City/County Government.

Memo

First Vehicle Services

If you have any questions, I can be reached any time at 281-932-5481, or email me at toddjohnson@firstgroup.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Johnson', with a long horizontal flourish extending to the right.

Todd Johnson

Region Vice President
First Vehicle Services

2024 Proposed Non Contract VCA

Department/Entities	Org. Key	Object Code	2023 Estimate	15.38% Increase	2024 P	Item 12.
MAYOR	101015410	5512111	\$ 500.00	\$ 76.90	\$ 576.90	
Licensing	101015160	5512111	\$ 800.00	\$ 123.04	\$ 923.04	
Procurement	101015170	5512111	\$ 1,000.00	\$ 153.80	\$ 1,153.80	
Information Technology	101015410	5512111	\$ 800.00	\$ 123.04	\$ 923.04	
Human Resources	101015510	5512111	\$ 250.00	\$ 38.45	\$ 288.45	
Tax Commissioners	101015610	5512111	\$ 800.00	\$ 123.04	\$ 923.04	
Tax Assessors	101015710	5512111	\$ 1,550.00	\$ 238.39	\$ 1,788.39	
Central Services-FM-Construction Shop	101016420	5512111	\$ 40,900.00	\$ 6,290.42	\$ 47,190.42	
Central Services-FM-Records Retention	101016430	5512111	\$ 400.00	\$ 61.52	\$ 461.52	
District Attorney	101021310	5512111	\$ 4,400.00	\$ 676.72	\$ 5,076.72	
Juvenile Court	101022110	5512111	\$ 1,500.00	\$ 230.70	\$ 1,730.70	
Marshal	101022610	5512111	\$ 23,450.00	\$ 3,606.61	\$ 27,056.61	
ARCCI	101033211	5512111	\$ 12,000.00	\$ 1,845.60	\$ 13,845.60	
Coroner	101036110	5512111	\$ 3,000.00	\$ 461.40	\$ 3,461.40	
Animal Services	101039110	5512111	\$ 15,000.00	\$ 2,307.00	\$ 17,307.00	
Engineering (Hwy&Street Admin)	101041110	5512111	\$ 5,000.00	\$ 769.00	\$ 5,769.00	
Engineering-Maintenance (Rds&Walk)	101041260	5512111	\$ 63,500.00	\$ 9,766.30	\$ 73,266.30	
Engineering-Traffic Engineers	101041710	5512111	\$ 33,250.00	\$ 5,113.85	\$ 38,363.85	
Recreation-Riverwalk/Augusta Commons	101042260	5512111	\$ 4,800.00	\$ 738.24	\$ 5,538.24	
ARCCI Cemeteries	101044950	5512111	\$ 9,000.00	\$ 1,384.20	\$ 10,384.20	
Recreation	101061110	5512111	\$ 67,000.00	\$ 10,304.60	\$ 77,304.60	
Recreation-Trees & Landscape	101062411	5512111	\$ 40,100.00	\$ 6,167.38	\$ 46,267.38	
Recreation-Cemeteries	101063110	5512111	\$ 30,000.00	\$ 4,614.00	\$ 34,614.00	
Extension Services	101071211	5512111	\$ 500.00	\$ 76.90	\$ 576.90	
Code Enforcement	101072910	5512111	\$ 2,800.00	\$ 430.64	\$ 3,230.64	
Crime Victim's Assistance	207021511	5512111	\$ 500.00	\$ 76.90	\$ 576.90	
911	216037110	5512111	\$ 5,000.00	\$ 769.00	\$ 5,769.00	
Building Inspections	217072210	5512111	\$ 3,800.00	\$ 584.44	\$ 4,384.44	
Planning Division	220016309	5512111	\$ 250.00	\$ 38.45	\$ 288.45	
AHCD	221073110	5512111	\$ 2,800.00	\$ 430.64	\$ 3,230.64	
RCSO-CID	273031210	5512111	\$ 42,500.00	\$ 6,536.50	\$ 49,036.50	
RCSO-Champs/Community Service	273031221	5512111	\$ 4,000.00	\$ 615.20	\$ 4,615.20	
RCSO-Narcotics	273031222	5512111	\$ 58,000.00	\$ 8,920.40	\$ 66,920.40	
RCSO-Road Patrol	273031310	5512111	\$ 420,000.00	\$ 64,596.00	\$ 484,596.00	
RCSO-Training Range	273031410	5512111	\$ 28,000.00	\$ 4,306.40	\$ 32,306.40	
RCSO-Administration	273032110	5512111	\$ 4,200.00	\$ 645.96	\$ 4,845.96	
RCSO-Civil & Fugitive	273032310	5512111	\$ 22,550.00	\$ 3,468.19	\$ 26,018.19	
RCSO-Jail	273032511	5512111	\$ 22,000.00	\$ 3,383.60	\$ 25,383.60	
Engineering-Street Lights	276041610	5512111	\$ 15,000.00	\$ 2,307.00	\$ 17,307.00	
Utilities-Administration	506043110	5512111	\$ 12,000.00	\$ 1,845.60	\$ 13,845.60	
Utilities-Customer Service	506043210	5512111	\$ 30,250.00	\$ 4,652.45	\$ 34,902.45	
Utilities-Construction	506043410	5512111	\$ 300,000.00	\$ 46,140.00	\$ 346,140.00	
Utilities-Ft. Gordon	506043430	5512111	\$ 23,000.00	\$ 3,537.40	\$ 26,537.40	
Utilities-RWPS	506043510	5512111	\$ 19,450.00	\$ 2,991.41	\$ 22,441.41	
Utilities-Filter Plant	506043520	5512111	\$ 5,800.00	\$ 892.04	\$ 6,692.04	
Utilities-Max Hicks Filter Plant	506043540	5512111	\$ 8,800.00	\$ 1,353.44	\$ 10,153.44	
Utilities-Canal Maintenance	506043560	5512111	\$ 6,000.00	\$ 922.80	\$ 6,922.80	
Utilities-Water Quality	506043570	5512111	\$ 2,000.00	\$ 307.60	\$ 2,307.60	
Utilities-Facilities Maintenance	506043580	5512111	\$ 36,500.00	\$ 5,613.70	\$ 42,113.70	
Stormwater utility	581044320	5512111	\$ 410,000.00	\$ 63,058.00	\$ 473,058.00	
Risk Management	611015210	5512111	\$ 2,500.00	\$ 384.50	\$ 2,884.50	
Fleet Management	626016440	5512111	\$ 5,000.00	\$ 769.00	\$ 5,769.00	
Contractor Shop 1	626016441	5512111	\$ 2,500.00	\$ 384.50	\$ 2,884.50	
Contractor Shop 2	626016442	5512111	\$ 2,500.00	\$ 384.50	\$ 2,884.50	
2024 Non Contract VCA					\$ 2,142,816	162

2024 Contract VCA

Item 12.

Departments/Entities	Org. Key	OBJ Code	% Assets in the fleet	1/12th Percentage	Overhead	Billing Total	# of Assets	Annual Budget
Mayor's Office	101013110	5512110	0.088%	237.49	43.82	281.31	1	\$ 3,420.00
Licensing	101015160	5512110	0.351%	949.97	175.28	1,125.25	4	\$ 13,660.00
Procurement	101015170	5512110	0.263%	712.48	131.46	843.94	3	\$ 10,250.00
Information Technology	101015410	5512110	0.263%	712.48	131.46	843.94	3	\$ 10,250.00
Human Resources	101015510	5512110	0.088%	237.49	43.82	281.31	1	\$ 3,420.00
Tax Commissioners	101015610	5512110	0.263%	712.48	131.46	843.94	3	\$ 10,250.00
Tax Assessors	101015710	5512110	0.964%	2,612.42	482.03	3,094.45	11	\$ 37,570.00
Central Services-FM-Construction Shop	101016420	5512110	2.016%	5,462.32	1,007.89	6,470.21	23	\$ 78,550.00
Central Services-FM-Records Retention	101016430	5512110	0.088%	237.49	43.82	281.31	1	\$ 3,420.00
District Attorney	101021310	5512110	1.139%	3,087.40	569.68	3,657.08	13	\$ 44,400.00
Juvenile Courts	101022110	5512110	0.175%	474.98	87.64	562.63	2	\$ 6,830.00
Marshal	101022610	5512110	4.645%	12,587.09	2,322.52	14,909.62	53	\$ 181,000.00
ARCCI	101033211	5512110	0.876%	2,374.92	438.21	2,813.14	10	\$ 34,150.00
Coroner	101036110	5512110	0.526%	1,424.95	262.93	1,687.88	6	\$ 20,490.00
Animal Services	101039110	5512110	1.315%	3,562.38	657.32	4,219.70	15	\$ 51,230.00
Engineering	101041110	5512110	1.490%	4,037.37	744.96	4,782.33	17	\$ 58,060.00
Engineering-Maintenance	101041260	5512110	1.139%	3,087.40	569.68	3,657.08	13	\$ 44,400.00
Engineering-Traffic Engineers	101041710	5512110	2.016%	5,462.32	1,007.89	6,470.21	23	\$ 78,550.00
ARCCI Cemeteries	101044950	5512110	0.351%	949.97	175.28	1,125.25	4	\$ 13,660.00
Recreation	101061110	5512110	2.629%	7,124.77	1,314.64	8,439.41	30	\$ 102,450.00
Recreation-Trees & Landscape	101062411	5512110	0.964%	2,612.42	482.03	3,094.45	11	\$ 37,570.00
Recreation-Cemeteries	101063110	5512110	0.263%	712.48	131.46	843.94	3	\$ 10,250.00
Extension Services	101071211	5512110	0.088%	237.49	43.82	281.31	1	\$ 3,420.00
Code Enforcement	101072910	5512110	1.227%	3,324.89	613.50	3,938.39	14	\$ 47,810.00
Crime Victim's Assistance	207021511	5512110	0.351%	949.97	175.28	1,125.25	4	\$ 13,660.00
911 Center	216037110	5512110	0.175%	474.98	87.64	562.63	2	\$ 6,830.00
Building Inspections	217072210	5512110	1.753%	4,749.85	876.42	5,626.27	20	\$ 68,300.00
Planning Division	220016309	5512110	0.088%	237.49	43.82	281.31	1	\$ 3,420.00
AHCD	221073110	5512110	0.351%	949.97	175.28	1,125.25	4	\$ 13,660.00
RCSO-CID	273031210	5512110	6.398%	17,336.94	3,198.95	20,535.89	73	\$ 249,300.00
RCSO-Champs/Community Service	273031221	5512110	0.701%	1,899.94	350.57	2,250.51	8	\$ 27,320.00
RCSO-Narcotics	273031222	5512110	2.542%	6,887.28	1,270.82	8,158.09	29	\$ 99,040.00
RCSO-Road Patrol	273031310	5512110	26.205%	71,010.21	13,102.54	84,112.75	299	\$ 1,021,090.00
RCSO-Training Range	273031410	5512110	3.681%	9,974.68	1,840.49	11,815.17	42	\$ 143,430.00
RCSO-Administration	273032110	5512110	1.315%	3,562.38	657.32	4,219.70	15	\$ 51,230.00
RCSO-Civil & Fugitive	273032310	5512110	3.067%	8,312.23	1,533.74	9,845.97	35	\$ 119,530.00
RCSO-Jail	273032511	5512110	2.892%	7,837.25	1,446.10	9,283.35	33	\$ 112,700.00
Engineering-Street Lights	276041610	5512110	0.263%	712.48	131.46	843.94	3	\$ 10,250.00
Utilities-Administration	506043110	5512110	1.840%	4,987.34	920.25	5,907.58	21	\$ 71,720.00
Utilities-Customer Service	506043210	5512110	4.294%	11,637.12	2,147.24	13,784.36	49	\$ 167,340.00
Utilities-Construction	506043410	5512110	7.099%	19,236.88	3,549.52	22,786.40	81	\$ 276,620.00
Utilities-Ft. Gordon	506043430	5512110	2.191%	5,937.31	1,095.53	7,032.84	25	\$ 85,380.00
Utilities-RWPS	506043510	5512110	0.263%	712.48	131.46	843.94	3	\$ 10,250.00
Utilities-Filter Plant	506043520	5512110	0.088%	237.49	43.82	281.31	1	\$ 3,420.00
Utilities-Max Hicks Filter Plant	506043540	5512110	0.613%	1,662.45	306.75	1,969.19	7	\$ 23,910.00
Utilities-Canal Maintenance	506043560	5512110	0.088%	237.49	43.82	281.31	1	\$ 3,420.00
Utilities-Water Quality	506043570	5512110	0.438%	1,187.46	219.11	1,406.57	5	\$ 17,080.00
Utilities-Facilities Maintenance	506043580	5512110	2.542%	6,887.28	1,270.82	8,158.09	29	\$ 99,040.00
Stormwater utility	581044320	5512110	5.609%	15,199.51	2,804.56	18,004.07	64	\$ 218,560.00
Risk Management	611015210	5512110	0.351%	949.97	175.28	1,125.25	4	\$ 13,660.00
Fleet Management	626016440	5512110	0.789%	2,137.43	394.39	2,531.82	9	\$ 30,740.00
Contractor - Shop 1	626016441	5512110	0.175%	474.98	87.64	562.63	2	\$ 6,830.00
Contractor - Shop 2	626016442	5512110	0.613%	1,662.45	306.75	1,969.19	7	\$ 23,910.00
Totals			100.000%	270,978.75	50,000.00	320,978.75	1,141	\$ 3,896,700.00

Memo



February 23, 2021

Ms. Takiyah A Douse
Director Central Services Director
Augusta GA 30906

Dear Ms. Douse

This is the time of year most of our customers are working on their budgets and planning for the upcoming budget year. With that understanding we would request Augusta Richmond GA consider the contract extension option in the contract outlined in Section One Article One below. Therefore, by mutual agreement FVS would like to extend the contract from January 1, 2022 through December 31, 2022.

1. **AGREEMENT TERM AND TERMINATION:** The duration of the Agreement will be from February 1, 2019 to December 31, 2021, for a period of 35 months. Further this agreement may be renewed, expanded and extended by mutual agreement in annual increments, provided that the funds for subject Agreement are available and an operating budget is approved by the Augusta Commission and that the Contractor has established a satisfactory record of performance.

In addition, Section 13 of the contract allows for a budget increase based on the CPI. The Current CPI is 3.4% but we could accept a 1.5% increase on labor, parts, and overheads to help bring us back up to budget and help Augusta with their budget. As you know we ran \$23,000 over budget in 2020. We are not requesting any increase to the fees.

This increase would raise the current budget by \$36,143 for a total of \$2,963,946 annually.

13. **Annual Adjustments:** The Contract base cost, approved budget, including the Contractors fee may be adjusted for any subsequent years of the Contract in accordance with the Annual Meeting. During the Annual Meeting between the Government and the Contractor, the Contractors performance will be reviewed. The Government will present a report card that includes the Government's assessment of Contractor performance in the areas of fleet maintenance, operations, cost/performance, Contract incentives, and other issues. The meeting shall also include a review of the Contractors cost of doing business. Escalation of the approved budget for the ensuing year shall not exceed the Bureau of Labor Statistics – Consumer Price Index (CPI) for all urban consumers in the Transportation Category for Atlanta, Georgia for the most current year reporting period. Changes to the Contract resulting from the annual meeting shall be documented in an Agreement Amendment, subject to approval by the Augusta Commission.

**First Vehicle Services
3009 Pamlico Highway
Florence, SC 29505**

Memo



Thanks for taking this option in consideration.

If you have any questions, I can be reached any time at 843-319-3157

Sincerely,
Steve Breeden

A handwritten signature in black ink that reads "Steve Breeden".

Region Vice President
First Vehicle Services

First Vehicle Services
3009 Pamplico Highway
Florence, SC 29505

Memo



February 18, 2022

Ms. Takiyah A Douse
Director Central Services Director
Augusta GA 30906

Dear Ms. Douse

This is the time of year most of our customers are working on their budgets and planning for the upcoming budget year. With that understanding we would request Augusta Richmond GA consider the contract extension option in the contract outlined in Section One Article One below. Therefore, by mutual agreement FVS would like to extend the contract from January 1, 2023, through December 31, 2023.

1. **AGREEMENT TERM AND TERMINATION:** The duration of the Agreement will be from February 1, 2019 to December 31, 2021, for a period of 35 months. Further this agreement may be renewed, expanded and extended by mutual agreement in annual increments, provided that the funds for subject Agreement are available and an operating budget is approved by the Augusta Commission and that the Contractor has established a satisfactory record of performance.

In addition, Section 13 of the contract allows for a budget increase based on the CPI. The Current CPI is 4.0%. We are proposing a 3.5% increase on labor, parts, overheads, and fees to help bring us back up to budget with increased labor and parts costs and assist the County's budget as well. Additionally, we would like to increase the N/C labor rate from the current \$24.00 and \$48.00 to \$26.00 and \$48.00 respectfully.

This increase would raise the current budget by \$103,738 for a total of \$3,067,684 annually.

13. **Annual Adjustments:** The Contract base cost, approved budget, including the Contractors fee may be adjusted for any subsequent years of the Contract in accordance with the Annual Meeting. During the Annual Meeting between the Government and the Contractor, the Contractors performance will be reviewed. The Government will present a report card that includes the Government's assessment of Contractor performance in the areas of fleet maintenance, operations, cost/performance, Contract incentives, and other issues. The meeting shall also include a review of the Contractors cost of doing business. Escalation of the approved budget for the ensuing year shall not exceed the Bureau of Labor Statistics – Consumer Price Index (CPI) for all urban consumers in the Transportation Category for Atlanta, Georgia for the most current year reporting period. Changes to the Contract resulting from the annual meeting shall be documented in an Agreement Amendment, subject to approval by the Augusta Commission.

Thank you for taking this proposal into consideration.


We look forward to continuing our partnership with the City/County Government.

Memo

First  **Vehicle Services**

If you have any questions, I can be reached any time at 281-932-5481, or email me at todd.johnson@firstgroup.com.

Sincerely,


Todd Johnson

Region Vice President
First Vehicle Services

Augusta
GEORGIA

ORIGINAL



PART V- COST PROPOSAL

AUGUSTA, GEORGIA

Fleet Management Services

RFP Item #19-225

October 2018

First  **Vehicle Services**



TABLE OF CONTENTS

PART V - COST PROPOSAL	1
OVERVIEW	1
<i>Contract Term</i>	2
<i>Location</i>	2
<i>Transition/Delivery of Services</i>	3
FIRM, FIXED PRICE STRUCTURE	3
<i>Labor</i>	3

<i>Parts, Supplies, and Sublet Services</i>	4
<i>Overhead Costs</i>	5
<i>Administrative Costs and Management Fees</i>	5
<i>Fleet Maintenance – Sublet Repair Pricing</i>	6
<i>Cost Adjustment for Changes in Fleet Size</i>	6
<i>Inventory</i>	6
PROPOSED PERFORMANCE STANDARDS	6
NON-TARGET WORK.....	8
<i>Other Non-Target Work</i>	10
<i>Non-Target Labor Charge</i>	10
VEHICLE LIFECYCLE REPLACEMENT SCHEDULE	11
SHARED SAVINGS INCENTIVE.....	12
PRICING ASSUMPTIONS.....	12
BEYOND YOUR REQUIREMENTS.....	14
ATTACHMENT	16
PRICE SHEETS	16
ATTACHMENT	17
WAGE RATES	17
ATTACHMENT	18
DETAILED MONTHLY BUDGET (12-MONTH PERIOD)	18

PART V - COST PROPOSAL

OVERVIEW

Selecting a Fleet Maintenance Contractor whose qualifications meet the unique requirements of diverse municipal fleets and operator demands is crucial to the delivery of quality vehicle maintenance and repairs. With over 35 years of fleet maintenance experience, we utilize trained maintenance professionals and best fleet practices to accomplish the fleet objectives of municipalities, which include improving fleet safety and availability, reducing maintenance costs, and improving customer satisfaction.

The key partnership benefits that you will receive through a continued public-private partnership include:

- **Capability:** We have the resources and experience to perform quality work
- **Reliability:** We have the expertise to consistently perform to the highest standards and do it right the first time
- **Consistency:** We have the integrity to follow-through with ideas and promises, including working with you on cost savings initiatives
- **Flexibility:** We have the ability to respond quickly and effectively in every situation
- **Security:** We are one of the largest fleet maintenance companies that can provide backup support from any of FirstGroup America's client locations in Georgia, South Carolina, and Florida, in the event of an emergency, employee absences, or time of need

- **Trust:** We provide a dedicated onsite management and maintenance team, fully supported by our region and corporate management
- **Cost Control:** We provide a Firm, Fixed Price which allows you to budget with confidence

Our proposal offers a practical plan for the delivery of world-class fleet services, which reflects a realistic expectation of all probable costs to provide these services. Our pricing approach is based on the information provided in the solicitation, along with our understanding of your unique fleet requirements. We are confident that you will find our proposal to provide the best value for Augusta-Richmond County.

CONTRACT TERM

The term of the Contract will be for a period of three (3) years and may be extended by mutual agreement. It is understood that both Augusta-Richmond County and First Vehicle Services will have the option to terminate this Contract by providing written notice to the other party thirty (30) days prior to the anniversary date of the Contract.

Our pricing will be held firm for ninety (90) days from the bid submittal date to allow adequate time for your evaluation, clarification, and negotiations.

LOCATION

All work will be performed at your maintenance facilities located at 1568 Broad Street and 2316 Tobacco Road. We agree to lease the facilities for a total fee of \$1.00 per year.

TRANSITION/DELIVERY OF SERVICES

As the incumbent service provider since 2003, we have all of the resources in place to meet and exceed your fleet management requirements. **Therefore, only we can guarantee no interruption of ongoing services. We will continue our services without a phase-in period and no transition cost.**

We will also continue to maintain the Automotive Excellence (ASE) Blue Seal status achieved for Augusta-Richmond County in 2003 at each location.



FIRM, FIXED PRICE STRUCTURE

Our Firm, Fixed Price is comprised of the following categories of expense:

- Labor (Direct and Indirect Personnel)
- Parts/Supplies/Outside Services
- Overhead Expenses
- Administrative Costs and Management Fees

LABOR

Included here are:

- **Payroll:** Wages, salaries and incentives (ASE/EVT certifications) for all technicians, administrative, and supervisory personnel directly assigned to this project, including overtime
- **Payroll Taxes:** FICA, State, and Federal unemployment taxes

- **Benefits:** Employee medical, dental, life and workers' compensation insurance, and other normal employee benefits such as vacation, 11 paid holidays, sick leave, employee incentives, tuition reimbursement, and 401k plan

PARTS, SUPPLIES, AND SUBLET SERVICES

Included here are our projected costs for all target repair parts and materials, bulk fluids (excluding fuel), lubricants, batteries, freight charges on parts, deposits, core credits, warranty credits, as well as the expected costs of outside services used to maintain the fleet. Sublet service cost is the cost of both parts and labor performed by vendors for such repairs as transmission rebuilding, major body, and glass repairs, etc.

In an effort to bring maximum cost savings to this project, we will utilize both local vendors and our Corporate Purchasing Agreements (CPAs) for many of the parts we supply, such as tires, batteries, filters, lubricants, etc. In most cases, we are able to purchase parts at discounts far below that available to most individual fleet owners and we pass those savings through to our customer.

Due to the volume of parts we purchase on a nationwide level, we have negotiated CPAs with major suppliers including Ford, Chrysler, General Motors, Cummins, Detroit Diesel, Freightliner, International/Navistar, Bridgestone, Firestone, Goodyear, Michelin, Bandag, AutoZone, Fleet Pride, NAPA, Barnes, Imperial Supplies and others that provide significant pricing advantages.

We also understand that, as your service partner, we will have a commitment to support the local business community. Therefore, we will also utilize local area vendors for parts and services, whenever it is advantageous and meets your needs.

OUR COMMITMENT TO LSB PARTICIPATION

We are actively involved with business partners and others in the community, serving Augusta-Richmond County since 2003 in the provision of fleet management and maintenance services. We understand that the Local Small Business (LSB) goal for this procurement is **five percent (5%)**. Through our good faith efforts and outreach initiatives, First Vehicle Services will strive to meet or exceed the five percent (5%) LSB participation goal. First Vehicle Services works closely with diverse businesses including parts and supply vendors wherever possible to provide enhanced participation. We will provide the County with all reporting documentation of our LSB efforts.

OVERHEAD COSTS

These costs include miscellaneous direct expenses that are incurred in the normal day-to-day operation of the maintenance shops and in the administration of the contract. Examples of these costs include, but are not limited to insurance, bonding, postage, office supplies, safety/environmental supplies, training, certifications, drug testing, background checks, recruitment, capital expenditures, and travel cost relating to the performance of the Contract.

ADMINISTRATIVE COSTS AND MANAGEMENT FEES

This cost reflects our corporate overhead expenses (our cost of doing business) for general services such as accounts payable and receivable, human resources, employee benefits administration, and other corporate services that serve to support

this project and our onsite staff. The management fee is our charge for managing this project.

FLEET MAINTENANCE – SUBLET REPAIR PRICING

We will use best efforts to perform work in-house utilizing our stringent quality programs. It is, however, sometimes advantageous and less costly to sublet certain highly specialized work such as (but not limited to) major body repair, glass, upholstery work, radiator work, machine shop work and similar tasks for which special skills or tools may be required. Sublet repair cost will be passed through with no markup.

COST ADJUSTMENT FOR CHANGES IN FLEET SIZE

Cost adjustments may be made annually if the fleet counts increase or decrease by more than five percent (5%) in any vehicle class, based on the beginning fleet list.

INVENTORY

As your incumbent fleet services provider, we already own the existing inventory of active parts and supplies. We will continue to manage its inventory and keep in stock what we need to support the maintenance process.

PROPOSED PERFORMANCE STANDARDS

We agree to negotiate performance standards as outlined in the RFP (Section 2.4 Expectations). Using data from the CCG Faster MIS, we will measure each performance standard at the end of each month. If we perform above the acceptable standard, then you have received superior service. If we fail to meet the acceptable performance standard, then you will have cause to impose corrective measures.

While the actual performance standards and penalty figures shown in the table below are open to negotiation, we offer these as reasonable and attainable levels of performance.

AQR KPI Performance Measurement Criteria		Acceptable Range
I	Vehicle Availability	
	Heavy Equipment	94%
	ARC Sheriff's Department	97%
	Administrative Vehicles	96%
	Emergency Vehicles	97%
	Countywide Fleet	96%
II	Turnaround Time – Preventive Maintenance	
	PMs Completed to PMs Scheduled	98%
III	Quick Fix Repairs	
	Completed within 60 minutes	98%
IV	Repair Rework	
	Percentage of Work Orders requiring Re-repair	Less than 2%
V	Road Calls	
	Percentage of Road Calls dispatched/ on-site within thirty (30) minutes	98%

The following will be excluded from the vehicle repair and maintenance standards:

- **Accidents, Physical Damage, and Unanticipated Damage:** This type of Non-Target Repairs will be excluded from daily fleet availability standards due to the unpredictability of such Non-Target Repairs.

- **Directed Work:** Special directed Non-Target Repairs will be excluded from daily fleet availability standards due to the unpredictability of such Non-Target Repairs.
- **Emergency Situation:** In times of national or local crisis, we will be released from preventive maintenance and repair standards to permit all resources to be allocated for emergency work.
- **Quick Fix Repairs:** Vehicles out of service for quick fix repairs at the time of the count for the daily fleet availability calculation will be excluded.
- **Modifications/Alterations:** Vehicles out of service due to modification requests will be excluded from the daily fleet availability turnaround time calculations.
- **Parts Delay:** Units waiting for parts that are unavailable from the manufacturer and/or are unavailable locally.
- **Recalls:** Vehicles out of service due to manufacturer recall will be excluded from the daily fleet availability turnaround time calculations.
- **Vehicles Exempted:** In instances where you decide that it would be in the best interest to temporarily waive vehicle turnaround time and daily fleet availability performance standards for all or selected vehicles, we will be provided written notification of this decision including specification of the time period for which these standards will be relaxed.

NON-TARGET WORK

Certain work requirements will arise during the Contract that is dependent on the actions or decisions of individuals other than us. This work is of such an unpredictable

nature that it cannot reasonably be estimated in advance and therefore, cannot be included in a fixed price Contract. These services are termed Non-Target Work.

We will perform Non-Target Services both on a vendor and in-house basis, as requested. We will seek signed authorization from the appointed representative for all Non-Target Work as outlined in the Augusta-Richmond County Non-Contract procedural guide. We will provide documentation, and invoice these costs monthly as they are incurred (as tasks are completed).

Examples of Non-Target Work include:

- **Accident, Theft, Vandalism, Misuse, Other than Fair Wear and Tear, and Acts of Nature:** Repair work costs incurred for unit repairs and towing necessitated repairing damage caused by unpredictable outside forces.
- **Capital Expenditures:** Capital expenditures reflect the purchase of existing major shop tools and equipment. When approved, in writing, we will purchase specified items of capital equipment for exclusive use on this Contract. We will invoice for these purchases on a monthly invoice according to a pre-agreed amortization schedule, until ownership passes to you.
- **Directed Work:** Work requested that is considered beyond the base Contract requirements, such as vehicle modifications, conversions, or alterations.
- **Emergency Work:** Services provided outside of normal shop hours, generally in support of a declared emergency such as inclement weather or natural disasters.
- **Glass Replacement:** This will be a Non-Target Expense, as this work is typically a result of accidents, vandalism, or abuse.

OTHER NON-TARGET WORK

The following are examples of items that will be invoiced directly at the Non-Target

Labor Rate as work outside of our Firm, Fixed Price:

- **Rust/Corrosion:** Costs incurred by us to repair, replace, or refurbish non-mechanical components due to rust and corrosion of any unit.
- **Equipment Additions:** Costs incurred by us to repair, replace or maintain any vehicles or equipment that were not included in the solicitation fleet list.
- **Used Vehicle Additions:** Costs incurred for all initial applicable inspections and/or any repairs required to bring any used vehicles added during the course of the Contract, up to current Department of Transportation (DOT), or state and local standards, whichever is higher.

NON-TARGET LABOR CHARGE

For work performed by our core in-house employees, we propose a \$24.84 hourly labor rate for Non-Target Work. Additionally, we propose a rate of \$45.00 as the overtime hourly labor rate. Parts and vendor work will be passed through to you at actual cost without mark-up.

As your service partner, if our core staff performs emergency services during normal working hours, no additional labor charge will be included unless such work extends beyond our normal shop hours. Labor associated with emergency support services after normal business hours will be invoiced at our quoted hourly labor rate.

VEHICLE LIFECYCLE REPLACEMENT SCHEDULE

It is impractical to continue to repair and refurbish vehicles indefinitely. We will work within the Augusta established vehicle lifecycles which are specific to your operating environment and budgetary constraints.

If you choose to retain vehicles beyond their useful life, all work performed to extend the service life of a vehicle that is beyond its normal vehicle replacement cycle, as defined by the recommended vehicle lifecycle replacement schedule, will be subject to shared liability for repairs, as stated below.

Repairs, which would normally occur within the expected use of the vehicle such as preventive maintenance, brakes, etc., will continue to be performed under our Firm, Fixed Price. However, repairs, which are necessitated by excessive vehicle age/mileage, such as engine or transmission replacement, major component/system failure, complete air conditioning systems, complete brake systems, differentials, final drives, transfer cases, tracks and undercarriage, hydraulic systems, pumps on fire equipment, refuse lifting arms and packing assemblies on sanitation vehicles and frame and body erosion will be treated as a Non-Target Repair.

We treat out-of-lifecycle repairs differently than most of our competitors. We only exclude the items detailed above while many of our competitors will bill all maintenance, including PM's, tires, brakes pads, etc. as non-target activity. Our "above the board" approach mitigates your non-contract expenses when compared to our competitors. We ask you to consider this difference in your evaluation process. Below is a matrix that will illustrate our approach and allow you to make a fair comparison on this subject.

Over Lifecycles Repairs			
	First Vehicle Services	Competitor B	Competitor C
PM Services	Covered under Target Cost	?	?
Belts & Hoses	Covered under Target Cost	?	?
Brake Pads, shoes, drums, & rotors	Covered under Target Cost	?	?
Tires	Covered under Target Cost	?	?
Batteries	Covered under Target Cost	?	?
Spark Plugs & Wires	Covered under Target Cost	?	?
Lights	Covered under Target Cost	?	?
Wipers	Covered under Target Cost	?	?

SHARED SAVINGS INCENTIVE

We propose that all savings between our Firm, Fixed Price and our actual costs will be shared with you on a 50/50 split with fifty percent (50%) of the annual aggregate savings being returned to you and fifty percent (50%) retained by us.

PRICING ASSUMPTIONS

Our pricing is based upon our understanding of the fleet maintenance requirements including our assumptions, as stated below. Because these assumptions may give rise

to issues of interpretation, they are also points for negotiation. Therefore, our proposal is based on the understanding that:

- Final terms and conditions of the resulting Contract will be negotiated to the mutual acceptance of both parties. Any changes in the agreement will be confirmed by written Contract amendment.
- Utilities such electricity, gas, heat, sewer, water, and local telephone will be provided at no cost.
- Networking and internet connection will be provided at no cost.
- It is our understanding that the operation is exempt from state and local sales taxes. Any taxes associated with this Contract will be passed through, as incurred. Should there be changes in state, local or federal laws, regulations, or other circumstances beyond our ability to anticipate or control, that increase our costs in fulfilling the terms of the Contract, and you will allow an equitable price adjustment to the Contract that will be mutually agreed upon by both parties.
- The pricing for the fourth and subsequent Contract years will be mutually agreed upon prior to the start of each Contract or option period.
- We recognize the right to require us to maintain a stock of required inventory to maintain essential vehicles. In turn, you agree to coordinate with us on all impending vehicle retirements, so that arrangements may be made in sufficient time to dispose of any parts in inventory that are unique to such vehicles and will become obsolete/unusable with the removal of the vehicle from the active fleet.

BEYOND YOUR REQUIREMENTS

We want to **continue to be your partner** for your fleet management needs. Consider the value-added benefits that you will gain if you select us as your partner:

- **We have proven management expertise and fleet knowledge gained through over 35 years of providing professionally managed fleet services.**
We pioneered outsourced fleet management for government-owned fleets.
- **We have more experience with the types of vehicles and equipment in your fleet** because we are maintaining these vehicles and equipment now, as well as many identical pieces at other contract locations across the country. Over the years, we have maintained virtually every type of vehicle and equipment from every manufacturer. More importantly, we recognize the uniqueness of your fleet and incorporate this into our maintenance approach. We understand your utilization of this equipment, your availability requirements and working conditions that impact your specific fleet maintenance needs.
- **We offer national account pricing and volume purchasing discount programs on parts.** In most cases, we are able to purchase parts at discounts far below those available to most municipal fleet owners and these savings are reflected in our parts pricing.
- **A defining hallmark of our service is an extensive preventive maintenance program designed to provide maximum fleet availability.** From this program, fewer costly breakdowns and longer vehicle life will positively affect your overall fleet ownership costs.

- **We deliver high quality services through our trademarked First Quality Management program.** This comprehensive quality monitoring process is a proactive approach to ensuring and guaranteeing quality service delivery to our clients.
- **We utilize our safety and environmental programs to comply with all government mandates and reduce and eliminate lost productive time due to accidents.**



ATTACHMENT

PRICE SHEETS

**ATTACHMENT F
YEAR 2019 COST SUMMARY**

Respondents must complete the following Cost Section.

TO: The Augusta Commission, Augusta, Georgia

We, the undersigned, propose to furnish Fleet Management and Maintenance Services to the Augusta Commission, from the contract start date of January 1, 2019 at 12:00:01 A.M. until December 31, 2019 at 11:59:59 P.M., Mondays through Fridays, excepting legal holidays, pursuant to the Award of the Contract with the "Notice for Request for Proposal" for the amount specified below and as set out in the general categories below:

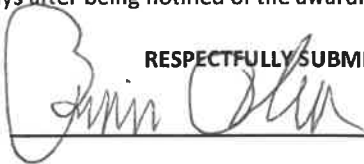
	<u>Vehicles & Equipment</u>	
Labor Cost	\$ 1,871,294.38	
Parts and Supplies	\$ 460,514.70	
Other Direct Cost	\$ 182,234.27	
Subtotal Contract Cost	\$ 2,514,043.35	
Management Service Fee	\$ 310,724.00	
Management Service Percentage	11% % of Cost	% of Cost
TOTAL CONTRACT COST	\$ 2,824,767.35	

PROPOSED LABOR RATE FOR NON-CONTRACT WORK \$ 45.00 (PER HOUR)

The price shall be required to be firm for this Contract period. The Award of the Contract will be made to the most qualified and responsible respondent in accordance with criteria as outlined in Attachment C of this document to the Request for Proposal. A breakdown of all budgetary items will be attached to this attachment.

The undersigned agrees, should this proposal be accepted, to execute the form of the Contract and present the same to the Augusta Commission for approval within sixty (60) days after being notified of the awarding of the Contract.

RESPECTFULLY SUBMITTED,



PRINTED NAME Brian J. Beechem

Title Assistant Secretary

Company First Vehicle Services, Inc.

**TO BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE, CLEARLY MARKED WITH
VENDORS FIRM NAME AND LABELED "RFP 18-225" AUGUSTA FLEET SERVICES"**

**ATTACHMENT G
YEAR 2020 COST SUMMARY**

Respondents must complete the following Cost Section.

TO: The Augusta Commission, Augusta, Georgia

We, the undersigned, propose to furnish Fleet Management and Maintenance Services to the Augusta Commission, from the contract start date of January 1, 2020 at 12:00:01 A.M. until December 31, 2020 at 11:59:59 P.M., Mondays through Fridays, excepting legal holidays, pursuant to the Award of the Contract with the "Notice for Request for Proposal" for the amount specified below and as set out in the general categories below:

	<u>Vehicles & Equipment</u>	
Labor Cost	\$ 1,919,021.93	
Parts and Supplies	\$ 469,724.99	
Other Direct Cost	\$ 185,881.07	
Subtotal Contract Cost	\$ 2,574,627.99	
Management Service Fee	\$ 318,212.00	
Management Service Percentage	11% % of Cost	% of Cost
TOTAL CONTRACT COST	\$ 2,892,839.99	

PROPOSED LABOR RATE FOR NON-CONTRACT WORK \$ 45.00 (PER HOUR)

The price shall be required to be firm for this Contract period. The Award of the Contract will be made to the most qualified and responsible respondent in accordance with criteria as outlined in **Attachment C** of this document to the Request for Proposal. A breakdown of all budgetary items will be attached to this attachment.

The undersigned agrees, should this proposal be accepted, to execute the form of the Contract and present the same to the Augusta Commission for approval within sixty (60) days after being notified of the awarding of the Contract.

RESPECTFULLY SUBMITTED,



PRINTED NAME Brian J. Beechem

Title Assistant Secretary

Company First Vehicle Services, Inc.

TO BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE, CLEARLY MARKED WITH
VENDORS FIRM NAME AND LABELED "RFP 18-225" AUGUSTA FLEET SERVICES"

**ATTACHMENT H
YEAR 2021 COST SUMMARY**

Respondents must complete the following Cost Section.

TO: The Augusta Commission, Augusta, Georgia

We, the undersigned, propose to furnish Fleet Management and Maintenance Services to the Augusta Commission, from the contract start date of January 1, 2021 at 12:00:01 A.M. until December 31, 2021 at 11:59:59 P.M., Mondays through Fridays, excepting legal holidays, pursuant to the Award of the Contract with the "Notice for Request for Proposal" for the amount specified below and as set out in the general categories below:

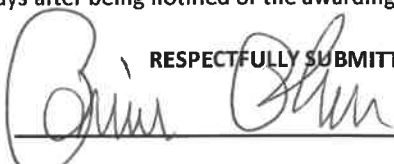
	<u>Vehicles & Equipment</u>	
Labor Cost	\$ 1,968,165.58	
Parts and Supplies	\$ 479,119.49	
Other Direct Cost	\$ 189,507.27	
Subtotal Contract Cost	\$ 2,636,792.34	
Management Service Fee	\$ 325,896.00	
Management Service Percentage	11% % of Cost	% of Cost
TOTAL CONTRACT COST	\$ 2,962,688.34	

PROPOSED LABOR RATE FOR NON-CONTRACT WORK \$ 45.00 (PER HOUR)

The price shall be required to be firm for this Contract period. The Award of the Contract will be made to the most qualified and responsible respondent in accordance with criteria as outlined in **Attachment C** of this document to the Request for Proposal. A breakdown of all budgetary items will be attached to this attachment.

The undersigned agrees, should this proposal be accepted, to execute the form of the Contract and present the same to the Augusta Commission for approval within sixty (60) days after being notified of the awarding of the Contract.

RESPECTFULLY SUBMITTED,



PRINTED NAME Brian J. Beechem

Title Assistant Secretary

Company First Vehicle Services, Inc.

TO BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE, CLEARLY MARKED WITH
VENDORS FIRM NAME AND LABELED "RFP 18-225" AUGUSTA FLEET SERVICES"

ATTACHMENT

WAGE RATES

CURRENT STAFFING

10/11 Item 12.

POSITION TITLE	SHOP	EMPLOYEE IN POSITION	Contract Number of Employees	Actual Number of Employees	Company Start Date	Location Start Date	Company Seniority in Years	Location Seniority in Years	Current Hourly Rate
OFFICE POSITIONS									
GENERAL MANAGER	BS	Bean, Matthew	1	1	11-Apr-05	1-Feb-09	13.51	9.69	\$48.63
OPERATIONS MANAGER	BS	Perdue, Terri	1	1	28-Dec-07	28-Dec-07	10.79	10.79	\$25.08
OFFICE/ MIS CLERKS I	BS	Reese, Paula A	1	1	1-Jul-97	1-Jul-97	21.29	21.29	\$18.96
OFFICE/ MIS CLERKS I	BS	Manuel, Teresa	1	1	22-Feb-00	22-Feb-00	18.64	18.64	\$16.01
OFFICE/ MIS CLERKS I	BS	Henderson, Jennifer (Renee)	1	1	7-May-01	7-May-01	17.44	17.44	\$14.14
		Sub Total	5	5					
FLEET POSITIONS									
FLEET OPERATIONS SPECIALIST	FLEET	Johnson, Felix	1	1	10-Apr-07	10-Apr-07	11.51	11.51	\$15.65
		Sub Total	1	1					
SUPPLY POSITIONS									
SUPPLY SPECIALIST I BR.	PARTS	Hague, Andrew	1	1	5-Nov-12	5-Nov-12	5.93	5.93	\$19.67
SUPPLY SPECIALIST I TR.	PARTS	Reddish, Thomas	1	1	12-Jun-06	12-Jun-06	12.34	12.34	\$18.03
SUPPLY SPECIALIST II TR.	PARTS	Thomas, Mary (Louise)	1	1	17-Jun-13	17-Jun-13	5.32	5.32	\$11.89
		Sub Total	3	3					
BROAD STREET POSITIONS									
SERVICE COORDINATOR BS.	BS	Wright, Robertson	1	1	3-Apr-01	3-Apr-01	17.53	17.53	\$20.03
PORTER BR.	BS	Collier, Donnie	1	1	4-Feb-15	4-Feb-15	3.68	3.68	\$9.76
LEAD TECH LV-WHEELED	BS	Anderson, Paul	1	1	29-Nov-04	29-Nov-04	13.87	13.87	\$25.69
TECH I WHEELED LV	BS	McDonald, James (Jerry)	1	1	5-Mar-09	5-Mar-09	9.61	9.61	\$25.36
TECH II WHEELED LV	BS	Binning, David (Chad)	1	1	19-Jun-14	19-Jun-14	4.31	4.31	\$19.98
TECH II WHEELED LV	BS	Crooks, James (Jimmy)	1	1	15-Apr-95	15-Apr-95	23.50	23.50	\$22.03
TECH II WHEELED LV	BS	Cummings, Curtis	1	1	29-Oct-10	29-Oct-10	7.95	7.95	\$20.28
TECH II WHEELED LV	BS	Jones, Derrick	1	1	13-Oct-02	13-Oct-02	16.00	16.00	\$19.49
TECH II WHEELED LV	BS	Wizorek, Joseph	1	1	15-Sep-10	31-May-12	8.07	6.36	\$29.18
TECH II WHEELED LV	BS	Gay, John	1	1	16-Feb-16	16-Feb-16	2.65	2.65	\$14.42
TECH II WHEELED LV / MOTORCYCL	BS	Clary, Charles (Chris)	1	1	4-Mar-13	4-Mar-13	5.61	5.61	\$22.50
		Sub Total	11	11					
TOBACCO ROAD POSITIONS									
SUPERVISOR TOBACCO RD.	OFFICE	Slaughter, James (Jim)	1	1	25-Apr-96	25-Apr-96	22.47	22.47	\$24.37
SERVICE COORDINATOR TR.	OFFICE	Grissett, Elaine	1	1	5-May-00	5-May-00	18.44	18.44	\$14.45
PORTER TR.	OFFICE	Germany, Curtis	1	1	17-Mar-03	17-Mar-03	15.58	15.58	\$12.08
TECH II TRACK & WHEELED	HEAVY	Sharp, Gene	1	1	12-Nov-15	12-Nov-15	2.91	2.91	\$20.59
TECH I TRACK & WHEELED	HEAVY	Collins, John	1	1	21-Feb-95	2-Jan-13	23.65	5.77	\$23.35
TECH I TRACK & WHEELED	HEAVY	Ray, Paul	1	1	06-Sep-18	06-Sep-18	0.09	0.09	\$19.00
TECH III TRACK & WHEELED	HEAVY	Breuer, Brandon A	1	1	5-Apr-18	5-Apr-18	0.52	0.52	\$14.00
LEAD TECH WHEELED M & HVY	TRUCK	Alton, Michael (Vince)	1	1	13-Oct-05	13-Oct-05	13.00	13.00	\$27.09
TECH I WHEELED M & HVY	TRUCK	Payne, William (Billy)	1	1	1-Oct-18	1-Oct-18	0.02	0.02	\$20.25
TECH II WHEELED M & HVY	TRUCK	Hogland, Thomas	1	1	23-Feb-09	23-Feb-09	9.63	9.63	\$20.82
TECH II WHEELED M & HVY	TRUCK	Parker, Michael (Mike)	1	1	25-Apr-96	25-Apr-96	22.47	22.47	\$17.18
SM ENGINE TECH I (Part-Time)	SMALL	Vacant	0.5	0			0.00	0.00	\$12.00
SM ENGINE TECH I	SMALL	Sexton, Jimmie	1	1	25-Apr-96	25-Apr-96	22.47	22.47	\$15.55
SM ENGINE TECH III	SMALL	Akin, Jerry	1	1	16-Aug-04	16-Aug-04	14.16	14.16	\$11.29
LEAD TECH SMALL EQUIPMENT	SMALL	Demps, Willie	1	1	25-Sep-95	25-Sep-95	23.06	23.06	\$18.16
		Sub Total	14.5	14					

ATTACHMENT

DETAILED MONTHLY BUDGET (*12-MONTH PERIOD*)

Part V-Cost Example of a 12 month Budget	Q3	Q4	YearTotal
54111:54111 Oil	3,897	3,897	15,588
54211:54211 Tires	11,747	11,747	46,987
54221:54221 Repair_Part	26,688	26,688	106,750
54224:54224 Batteries	793	793	3,172
54352:54352 Towing_Chg	70	70	280
54354:54354 O/S_Repair_Expense	595	595	2,379
Total_Cost_of_Parts	43,789	43,789	175,156
53115:53115 Parts_Room_Support	8,160	8,160	32,542
Total_Warehouse_Dir_Labor	8,160	8,160	32,542
72110:72110 Adm_Salary	26,048	26,048	103,878
72130:72130 Clerical_PR	6,120	6,120	24,406
Total_Admin_Clerical	32,168	32,168	128,284
53113:53113 Shop_Tech_in_Chg	11,682	11,682	46,586
53117:53117 Shop_Technician	78,838	78,838	314,401
Total Shop Labor	90,520	90,520	360,987
53129:53129 Maint_OT_Wages	10,577	10,577	42,179
Total_OT_Maintenance	10,577	10,577	42,179
53220:53220 EmpITax_FICA	7,154	7,154	28,531
53240:53240 EmpITax_FUTA		297	297
53260:53260 EmpITax_SUTA		68	80
53610:53610 WC_Premium	4,376	4,376	17,449
72220:72220 Empl_Tax-FICA	2,027	2,027	8,082
72240:72240 Empl_Tax-FUTA		83	83
72260:72260 Empl_Tax-SUTA		9	13
72610:72610 WC-Premium	92	92	366
Total_Payroll_Taxes	13,648	14,106	54,903
53712:53712 Med_Chgs_Maint	12,462	13,085	50,470
53714:53714 Med_Deductions_Maint	-2,280	-2,394	-9,236
53722:53722 Dental_Chgs	349	367	1,415
53724:53724 Dental_Deductions	-285	-299	-1,154
53732:53732 Life/AD&D_Chgs_Maint	65	65	261
53734:53734 Life/AD&D_Ded_Maint	-5	-5	-20
53742:53742 Other_Benefits_Chgs_Maint	474	474	1,898
53744:53744 Other_Benefits_Ded_Maint	-114	-114	-455
53770:53770 Vacation_Expense	6,138	6,138	24,477
72722:72722 Dental-Chgs	117	122	472
72724:72724 Dental-Deductions	-96	-101	-390
72732:72732 Life_AD&D_Chgs	537	537	2,148
72734:72734 Life-AD&D-Ded	-234	-234	-937
72742:72742 Other_Benefit-Chgs	545	545	2,182
72770:72770 Admin_Vacation_Pay	245	245	976
Total_Benefits	17,918	18,431	72,108
72135:72135 Clerical_PR_OT_Prem	275	275	1,098
72810:72810 401K_Contributions	1,250	1,250	5,000
72744:72744 Other_Benefit_Deduct	-139	-139	-557
Total_Payroll_Costs_Other	1,386	1,386	5,541
Total_Payroll_Expense	174,377	175,348	696,543
53748:53748 Allowances_(Tools/Uniform/S	150	150	598
54331:54331 Uniform_Cleaning	679	679	2,714
Total_Uniform	828	828	3,312
61143:61143 Dep_Shop_Equip	197	197	789
61144:61144 Dep_IT_Equip	938	938	3,752
78410:78410 Office_Equip_(<\$1500)	171	171	685
Total_Tools_Equipment	1,307	1,307	5,226
74210:74210 T&E_Air_Travel	312	312	1,246
74310:74310 T&E_Room_Rent	305	305	1,219
74410:74410 T&E_Car_Rent	517	517	2,069
74510:74510 T&E_Pers_Car_Exp	60	60	238

Part V-Cost Example of a 12 month Budget			
	Q3	Q4	YearTotal
74810:74810 T&E_Meals	161	161	643
Total_Travel_Expense	1,354	1,354	5,415
75110:75110 Safety_Misc	490	490	1,961
Total_Safety_Expense	490	490	1,961
75410:75410 Safety-Phys/Drug_Test	179	179	714
76100:76100 Recruit_Expense	188	188	750
76510:76510 Hire_Phys/Drug_Test	39	39	155
76520:76520 Hire_Backgr_Chk	115	115	458
Total_Recruit_Hire_Expense	519	519	2,077
78623:78623 Maint-Training/Seminar	244	244	977
Total_Maint_Training_Seminar	244	244	977
78624:78624 Employee_Welfare	104	104	416
Total_Employee_Welfare	104	104	416
78236:78236 ADP_Charges	134	134	534
78237:78237 Engineering_Testing			
78250:78250 Strata	480	480	1,919
Total_Prof_Services_Other	613	613	2,453
78131:78131 - Cellular - User Mobility	152	152	607
78145:78145 - Teleco - Svc/Maint Contract	155	155	618
54380:54380 Bus_Supplies	28	28	113
54332:54332 Freight_Parts/Supp/Credit	32	32	126
56110:56110 BIPD_Ins-Premium	4,522	4,522	18,089
57320:57320 Maint_Bldg/Grounds	460	460	1,840
57335:57335 Janitorial	152	152	606
58130:58130 License_Amort_Exp	692	692	2,767
58135:58135 Perf_Bond_Amort_Exp	1,250	1,250	4,998
58550:58550 Other_Tax	2,903	2,903	11,610
78110:78110 Tele_Exp_Local_Billing	802	802	3,208
78422:78422 Copier_Expense	82	82	327
78614:78614 MIS_Svc/Supplies	984	984	3,937
78616:78616 Stationary_&_Supply	182	182	729
78617:78617 Postage	91	91	364
78618:78618 Postage_Express	148	148	590
78621:78621 Dues_&_Subscript	42	42	166
78627:78627 Misc_Admin_Exp	281	281	1,125
78628:78628 Printing_Costs	22	22	88
78605:78605 Sales Tax Indirect Costs	188	188	750
78655:78655 365 Bus-Day Adjustment	526	526	2,103
Total_Operating_Expenses_Other	13,690	13,690	54,761
Total_Operating_Expenses	19,150	19,150	76,598
Total_Expenses	237,315	238,287	948,297
45130:45130 Administrative_Fee	19,807	19,807	79,229
45140:45140 Management_Fee	20,180	20,180	80,718



Administrative Services Committee Meeting

Meeting Date: December 19, 2023

Central Services - EV Charging Program

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve 2024 budget for Electric Vehicle Charging Program located at 535 Telfair Street Augusta, GA 30901.
Background:	On June 1, 2021, the Augusta Georgia Commission approved the Green Augusta Initiative for transitioning the City’s light duty fleet to alternative energy vehicles by 20% over the next ten years. Augusta recently completed the installation of the first Augusta, Georgia owned Electric Vehicle Chargers located at the Municipal Building. The EV Chargers will be utilized by the public and Augusta Georgia owned vehicles.
Analysis:	As a result of this acquisition the EV Charging Program must have a 2024 budget in place to support the usage of charging electric vehicles. The revenue earned from the EV Chargers will be recorded as such and used to offset expenses. An estimated electricity budget of \$10,000 is based upon the Power and Light Medium plan at a current charging rate of \$.14 per kwh. The EV Chargers have a functional guarantee that covers maintenance of the chargers for five years, as well as, ChargePoint five-year warranty; therefore, currently there is no additional associated maintenance and/or repair costs anticipated.
Financial Impact:	None; it is expected revenues will offset expenses. As initial budgets will be estimated, the program will be monitored and budgets adjusted quarterly as needed.
Alternatives:	Do not approve
Recommendation:	Approve motion to set up 2024 budget for EV Charging Program
Funds are available in the following accounts:	N/A

REVIEWED AND
APPROVED BY:

**Office of the Administrator**

Odie Donald, II
Administrator

June 1, 2021

Ms. Takiyah Douse
Central Services Director
2760 Peach Orchard Road
Augusta, GA 30906

Dear Director Douse:

At the regular meeting held Tuesday, June 1, 2021, The Augusta, Georgia Commission took action on the following:

6. Approved a motion to award contract for design expansions services for the Augusta Museum of History to JLA of Augusta in the amount of \$65,000.00 (RFP Item # 21-140). (Approved by Administrative Service Committee May 25, 2021)
7. Approved the Administrator's recommendations for transitioning the City's light duty fleet to alternative energy vehicles by 20% over the next ten years. (Approved by the Administrative Services Committee May 25, 2021)

If you have any questions, please contact me.

In Service,



Odie Donald, II
Administrator

**Office of the Administrator**

Odie Donald, II
Administrator

June 1, 2021

Ms. Takiyah Douse
Central Services Director
2760 Peach Orchard Road
Augusta, GA 30906

Dear Director Douse:

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If you have any questions, please contact me.

In-Service,



Odie Donald, II
Administrator

ELECTRIC SERVICE TARIFF:**POWER AND LIGHT MEDIUM
SCHEDULE: "PLM-15"**

PAGE	EFFECTIVE DATE	REVISION	PAGE NO.
1 of 3	With Bills Rendered for the Billing Month of August, 2023	Original	4.00

AVAILABILITY:

Throughout the Company's service area from existing lines of adequate capacity.

APPLICABILITY:

To all electric service of one standard voltage required on the customer's premises, delivered at one point and metered at or compensated to that voltage for any customer with a demand, as determined under the Special Applicability Provisions, of not less than 30 kW but less than 500 kW.

TYPE OF SERVICE:

Single or three phase, 60 hertz, at a standard voltage.

MONTHLY RATE:

Basic Service Charge\$141.00

Energy Charge Including Demand Charge:

**All consumption (kWh) not greater than
200 hours times the billing demand:**

First 3,000 kWh.....	12.4149¢ per kWh
Next 7,000 kWh	11.3704¢ per kWh
Next 190,000 kWh	9.8035¢ per kWh
Over 200,000 kWh.....	7.6053¢ per kWh

**All consumption (kWh) in excess of 200
hours and not greater than 400 hours
times the billing demand.....**

1.2616¢ per kWh

**All consumption (kWh) in excess of 400
hours and not greater than 600 hours
times the billing demand.....**

0.9494¢ per kWh

**All consumption (kWh) in excess of 600
hours times the billing demand.....**

0.8254¢ per kWh

Minimum Monthly Bill:

- A. \$141.00 Basic Service Charge plus \$9.09 per kW of billing demand in excess of 30 kW, plus excess kVAR charges, plus Environmental Compliance Cost Recovery, plus Nuclear Construction Cost Recovery, plus appropriate Demand Side Management Schedule, plus Fuel Cost Recovery as applied to the current month kWh, plus Municipal Franchise Fee.
- B. Metered Outdoor Lighting: The lesser of (1) that determined from paragraph "A" above, or (2) the Basic Service Charge plus Environmental Compliance Cost Recovery, plus Nuclear Construction Cost Recovery, plus appropriate Demand Side Management Schedule, plus Fuel Cost Recovery, plus Municipal Franchise Fee for metered outdoor lighting installations, provided service is limited to the lighting equipment itself and such incidental load as may be required to operate coincidentally with the lighting equipment.

SCHEDULE: "PLM-15"

PAGE	EFFECTIVE DATE	REVISION	PAGE NO.
2 of 3	With Bills Rendered for the Billing Month of August, 2023	Original	4.00

DETERMINATION OF REACTIVE DEMAND:

Where there is an indication of a power factor of less than Ninety-Five percent (95%) lagging, the Company may at its option, install metering equipment to measure Reactive Demand. The Reactive Demand shall be the highest 30-minute kVAR measured during the month. The Excess Reactive Demand shall be kVAR which is in excess of one-third of the measured actual kW in the current month. The Company will bill excess kVAR at the rate of \$0.34 per excess kVAR.

ENVIRONMENTAL COMPLIANCE COST RECOVERY:

The amount calculated at the above rate will be increased under the provisions of the Company's effective Environmental Compliance Cost Recovery Schedule, including any applicable adjustments.

NUCLEAR CONSTRUCTION COST RECOVERY:

The amount calculated at the above rate will be increased under the provisions of the Company's effective Nuclear Construction Cost Recovery Schedule, including any applicable adjustments.

DEMAND SIDE MANAGEMENT SCHEDULE:

The amount calculated at the above rate will be increased under the provisions of the Company's effective Demand Side Management Residential or Commercial Schedule, including any applicable adjustments.

FUEL COST RECOVERY:

The amount calculated at the above rate will be increased under the provisions of the Company's effective Fuel Cost Recovery Schedule, including any applicable adjustments.

MUNICIPAL FRANCHISE FEE:

The bill calculated under this tariff will be increased under the provisions of the Company's effective Municipal Franchise Fee Schedule, including any applicable adjustments.

DETERMINATION OF BILLING DEMAND:

The Billing Demand shall be based on the highest 30-minute kW measurement during the current month and the preceding Eleven (11) months.

For the billing months of **June** through **September**, the Billing Demand shall be the greatest of:

- (1) The current actual demand, or
- (2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September), or
- (3) Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the billing months of **October** through **May**, the Billing Demand shall be the greater of:

- (1) Ninety-Five percent (95%) of the highest summer month (June through September), or
- (2) Sixty percent (60%) of the highest winter month (October through May), including the current month.

SCHEDULE: "PLM-15"

PAGE	EFFECTIVE DATE	REVISION	PAGE NO.
3 of 3	With Bills Rendered for the Billing Month of August, 2023	Original	4.00

Customers who change from a time of use type tariff will have their minimum Billing Demands calculated for the first Eleven (11) months on this tariff based on the greater of:

- (1) 95% of the average of the four (4) Summer Months highest On-Peak kW, or
- (2) 60% of the average of the eight (8) Winter Months highest Off-Peak kW.

In no case shall the Billing Demand be less than the greatest of:

- (1) The contract minimum, or
- (2) Fifty percent (50%) of the total contract capacity, or
- (3) 30 kW

SPECIAL APPLICABILITY PROVISIONS:

Limitation of Service

Service will be provided hereunder for those customers having a calculated demand of not less than 30 kW but less than 500 kW where that calculation is the greater of:

- (1) Applying Sixty percent (60%) to the current or previous Eleven (11) months winter or off-peak demands, or
- (2) Applying Ninety-Five percent (95%) to the current or previous Eleven (11) months summer or on-peak demands.

For customers on the Off-Peak (OP) and Variable Off-Peak (VOP) riders the calculation shall be based on the percentages as stated in the riders.

Construction Service

Construction power shall be considered as a part of permanent service and will be provided in accordance with the Applicability section of this schedule. The Company will obtain a payment in advance for each metering point to be served in the amount currently on file with the Georgia Public Service Commission.

TERM OF CONTRACT:

One (1) year.

GENERAL TERMS & CONDITIONS:

The bill calculated under this tariff is subject to change in such an amount as may be approved and/or amended by the Georgia Public Service Commission under the provisions of applicable riders and other schedules.

Service hereunder is subject to the Rules and Regulations for Electric Service on file with the Georgia Public Service Commission.

ELECTRIC SERVICE TARIFF:**FUEL COST RECOVERY
SCHEDULE: "FCR-26"**

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>REVISION</u>	<u>PAGE NO.</u>
1 of 2	With Bills Rendered for the Billing Month of June, 2023	Original	10.40

APPLICABILITY:

This schedule is applicable to and becomes a part of each retail rate schedule in which reference is made to the Fuel Cost Recovery Schedule unless an account is billed on a Time of Use Fuel Cost Recovery Schedule.

RATE:

All bills rendered subject to the Fuel Cost Recovery Schedule shall be respectively increased in an amount equal to:

June through September:

Secondary Distribution customers	4.5876¢ per kWh
Primary Distribution customers	4.5055¢ per kWh
Transmission customers	4.4741¢ per kWh

October through May:

Secondary Distribution customers	4.2859¢ per kWh
Primary Distribution customers	4.2091¢ per kWh
Transmission customers	4.1798¢ per kWh

Fuel Costs shall be the cost of:

- (1) fossil, nuclear, bio-mass (including renewable) fuel and emission allowances (including credits, offsets, taxes, tariffs or other mechanisms intended to establish a market price for carbon, carbon dioxide and/or other greenhouse gases) consumed in the Company's own plants, and the Company's share of fossil, nuclear, and bio-mass (including renewable) fuel and emission allowances (including credits, offsets, taxes, tariffs or other mechanisms intended to establish a market price for carbon, carbon dioxide and/or other greenhouse gases) consumed in jointly owned or leased plants; plus
- (2) the identifiable fossil, nuclear, bio-mass (including renewable) fuel and emission allowance costs (including credits, offsets, taxes, tariffs or other mechanisms intended to establish a market price for carbon, carbon dioxide and/or other greenhouse gases) associated with energy purchased for reasons other than identified in (3) below; plus
- (3) the net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for energy purchases and the charges as a result of scheduled outages, all such kinds of energy being purchased by the buyer to substitute for its own higher cost of energy; less

SCHEDULE: "FCR-26"

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>REVISION</u>	<u>PAGE</u>
2 of 2	With Bills Rendered for the Billing Month of June, 2023	Original	10.40

- (4) the cost of fossil, nuclear, bio-mass (including renewable) fuel and emission allowances (including credits, offsets, taxes, tariffs or other mechanisms intended to establish a market price for carbon, carbon dioxide and/or other greenhouse gases) recovered through intersystem sales when sold on an economic dispatch basis; less
- (5) retail portion of gains resulting from the sale of any emissions allowances; less
- (6) seventy-five percent of net gains from wholesale market opportunity sales; plus or minus
- (7) net gains and losses incurred under the Natural Gas and Oil Procurement and Hedging Program implemented in Docket No. 16134-U; plus or minus
- (8) carrying costs on over or under recovered fuel balance calculated at the Company's short-term debt rate and excluding the first \$15 million of any under recovered cost; plus or minus
- (9) other costs or credits as determined by the Commission for inclusion in, or reduction of, recoverable fuel costs.

DEFINITIONS:

TRANSMISSION CUSTOMERS:

Customers who receive electrical service from a transmission line of 46 kV or higher, or from a substation or a pole-mounted or pad-mounted transformer, which is dedicated to them and whose metering is at or emulated to 46 kV or more.

PRIMARY DISTRIBUTION CUSTOMERS:

Customers who receive electrical service from a distribution line at a voltage between 2.4 kV and 25 kV, or a substation or a pole-mounted or pad-mounted transformer whose high-side and low-side voltage is between 2.4 kV and 25 kV.

SECONDARY DISTRIBUTION CUSTOMERS:

Any customer not defined as a Transmission or Primary Distribution Customer.

INCOME-QUALIFIED SENIOR CITIZEN DISCOUNT:

Qualifying customers, after certification by the Company, will be eligible for a fuel cost recovery credit of up to \$9.50 monthly at their primary residence. To qualify, the customer must be certified as eligible for the "INCOME-QUALIFIED SENIOR CITIZEN" credit provided on the Residential Service (R) tariff. There shall be no net credits, nor shall there be any carry-over credits.

GENERAL TERMS & CONDITIONS:

The adjustment calculated under this rider is subject to change in such an amount as may be approved and/or amended by the Georgia Public Service Commission.

Service hereunder subject to Rules and Regulations for Electric Service on file with the Georgia Public Service Commission.

ELECTRIC SERVICE TARIFF:**ENVIRONMENTAL COMPLIANCE COST
RECOVERY SCHEDULE: "ECCR-11"**

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>REVISION</u>	<u>PAGE NO.</u>
1 of 1	With Bills Rendered for the Billing Month of August, 2023	Original	10.00

APPLICABILITY:

The purpose of the Environmental Compliance Cost Recovery Schedule (ECCR) is to recover capital costs and operating and maintenance costs associated with government mandated environmental costs.

This schedule is applicable to and becomes a part of each retail rate schedule in which reference is made to the ECCR Schedule.

RATE:

All bills rendered subject to the ECCR Schedule shall be respectively increased in an amount equal to **16.2813%** of their base bill calculations which excludes Real Time Pricing (RTP) incremental usage revenue. ECCR shall apply to 65% of the base bill calculations for bills rendered on the Fixed Pricing Alternative (FPA) and the Electric Arc Furnace (EAF) tariffs.

GENERAL TERMS & CONDITIONS:

The adjustment calculated under this tariff is subject to change in such an amount as may be approved and/or amended by the Georgia Public Service Commission.

Service hereunder is subject to the Rules and Regulations for Electric Service on file with the Georgia Public Service Commission.

ELECTRIC SERVICE TARIFF:**NUCLEAR CONSTRUCTION COST
RECOVERY SCHEDULE: "NCCR-13"**

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>REVISION</u>	<u>PAGE</u>
1 of 1	With Bills Rendered for the Billing Month of August 1, 2023	Original	10.10

APPLICABILITY:

The Nuclear Construction Cost Recovery Schedule (NCCR) will recover the cost of financing associated with the construction of a nuclear generating plant which has been certified by the Commission in accordance with O.C.G.A. § 46-2-25(c.1) and the Commission's Certification Order in Docket No. 27800. This schedule is applicable to and becomes a part of each retail rate schedule in which reference is made to the NCCR.

RATE:

All bills rendered subject to the NCCR Schedule shall be respectively increased in an amount equal to **4.1562%** of their base bill calculations which exclude Real Time Pricing (RTP) incremental usage revenue. NCCR shall apply to 65% of the base bill calculations for bills rendered on the Fixed Pricing Alternative (FPA) and the Electric Arc Furnace (EAF) tariffs.

GENERAL TERMS & CONDITIONS:

The adjustment calculated under this tariff is subject to change in such an amount as may be approved and/or amended by the Georgia Public Service Commission.

Service hereunder is subject to the Rules and Regulations for Electric Service on file with the Georgia Public Service Commission.

ELECTRIC SERVICE TARIFF:**DEMAND SIDE MANAGEMENT COMMERCIAL
SCHEDULE: "DSM-C-11"**

PAGE	EFFECTIVE DATE	REVISION	PAGE NO.
1 of 1	With Bills Rendered for the Billing Month of August, 2023	Original	10.30

APPLICABILITY:

The Demand Side Management Commercial Schedule (DSM-C) will collect the projected program costs for approved and certified Commercial Demand Side Management (DSM) programs, as well as an additional sum amount for certified Commercial DSM programs. This rider is applicable to all Commercial customers as defined in the Company's Rules and Regulations for Electric Service.

ADJUSTMENT:

All bills rendered subject to the DSM-C Schedule shall be respectively increased in an amount equal to **2.2244%** of their base bill calculations which excludes Real Time Pricing (RTP) incremental usage revenue. DSM-C shall apply to 65% of the base bill calculations for bills rendered on the Fixed Pricing Alternative (FPA) tariff. The DSM-C Schedule will be updated annually via filings with the Georgia Public Service Commission, with rates effective the following January.

GENERAL TERMS & CONDITIONS:

The adjustment calculated under this rider is subject to change in such an amount as may be approved and/or amended by the Georgia Public Service Commission.

Service hereunder is subject to the Rules and Regulations for Electric Service on file with the Georgia Public Service Commission.

ELECTRIC SERVICE TARIFF:**MUNICIPAL FRANCHISE FEE
SCHEDULE: "MFF-9"**

PAGE	EFFECTIVE DATE	REVISION	PAGE NO.
1 of 1	With Bills Rendered for the Billing Month of March, 2023	Original	10.60

APPLICABILITY:

Pursuant to the Georgia Public Service Commission's Final Orders in Docket No. 21112-U on January 29, 2007 and Docket No. 25060-U on December 31, 2007 this schedule is part of the total bill calculation under the customer's applicable tariff.

MONTHLY RATE:

The Municipal Franchise Fee (MFF) may be updated annually via filings with the Georgia Public Service Commission. Such filings will be made no later than November of any year in which updates are made, with new rates becoming effective the following January. The effective Municipal Franchise Fees for inside city limits and outside city limits will be collected by applying the following rates to the total revenues of each bill:

Inside City Limits Municipal Franchise Fee.....3.0674% times usage revenue

Outside City Limits Municipal Franchise Fee1.1839% times usage revenue

Customers located within the city limits of cities with which Georgia Power does not have a franchise fee agreement will pay the "Outside City Limits Municipal Franchise Fee."

GENERAL TERMS & CONDITIONS:

The adjustment calculated under this tariff is subject to change in such an amount as may be approved and/or amended by the Georgia Public Service Commission.

Service hereunder is subject to the Rules and Regulations for Electric Service on file with the Georgia Public Service Commission.

Electricity per month (First 3,000 KWH)		
Base Service Charge	\$141.00	Monthly Rate
Energy Charge	\$372.30	First 3000 KWH at 12.4149 cents
Base Rate Total	\$513.30	
Fuel Cost Recovery	\$ 135.16	3000 kwh at 4.5055 cents
Environmental Compliance Recovery	\$ 83.57	Base rate *16.2813%
Nuclear Construction Cost Recovery	\$ 21.33	Base rate *4.1562%
Demand Side Management	\$ 11.42	Base rate * 2.2244%
Other Schedules Total	\$ 251.48	Additional fees
Municipal Franchise Fee	\$ 7.71	Other schedules *3.0674%
Total est. monthly bill (usage 3000 kwh)	\$ 772.50	
Total est. annual bill (usage 3000 kwh)	\$ 9,269.97	



Commission Meeting

January 2, 2024

Lighting on Jimmy Dyess Parkway

Department:	N/A
Presenter:	N/A
Caption:	Discussion of lighting on Jimmy Dyess Parkway. (Requested by Commissioners Bobby Williams and Catherine McKnight)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Bobby Williams
Sent: Friday, December 15, 2023 2:59 PM
To: Lena Bonner
Subject: Lights on Jimmy Dyess

If you can, please add McKnight name to the sponsorship of the Jimmy Dyess agenda item....

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

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AED:104.1



Committee Meeting

Meeting Date: December 19, 2023

DEDICATION OF: HAYNES STATION SECTION 14

FILE REFERENCE: 23-005(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 14. Also, approve Augusta Utilities Department easement deed and maintenance agreement.
Background:	<p>The final plat for this portion of Haynes Station Section 14 was approved by the Commission on May 16, 2023. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.</p> <p>The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.</p>
Analysis:	<p>This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section.</p> <p>Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.</p>
Financial Impact:	<p>By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.</p> <p>By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.</p>
Alternatives:	<ol style="list-style-type: none"> 1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station

Section 14 Also, approve Augusta Utilities Department easement deeds maintenance agreements for Haynes Station Section 14.

2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

Funds are available in the following accounts: N/A

REVIEWED AND HM/SR
APPROVED BY:

AGENDA ITEM NUMBER: _____
EDITION: _____

DATE: November 17, 2023

TO: HONORABLE GARNETT JOHNSON, MAYOR
MEMBERS OF COMMISSION
ALVIN MASON, CHAIRMAN,
ENGINEERING SERVICES COMMITTEE

THROUGH: TAKIYAH DOUSE, INTERIM ADMINISTRATOR

FROM: HAMEED MALIK, PHD., PE
DIRECTOR OF ENGINEERING

SUBJECT: DEDICATION OF: HAYNES STATION SECTION 14
FILE REFERENCE: 23-005(A)

CAPTION: Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 14. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

BACKGROUND: The final plat for this portion of Haynes Station Section 14 was approved by the Commission on May 16, 2023. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

ANALYSIS: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

AGENDA ITEM: _____

EDITION: _____

November 28, 2023

Page Two

**FINANCIAL
IMPACT:**

By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

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

- ALTERNATIVES:**
1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 14. Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Haynes Station Section 14.
 2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: Committee Meeting November 28, 2023

**DEPARTMENT
DIRECTOR:** _____

**FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:**

**DEPARTMENT
DIRECTOR:** _____

N/A

ADMINISTRATOR: _____

FINANCE: _____

HM/

Attachments

cc: Walt Corbin, PE – Engineering Manager
Agenda File
Main File

ENGINEERING DEPARTMENT

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

MEMORANDUM

To: Hameed Malik, P.E., PhD
Director of Engineering

Through: Brett Parsons, Principal Engineer Land Development *BP*

From: Richard A. Holliday, Lead Design Engineer *RAH*

Date: November 2, 2023

Subject: Certificate of Completion
Dedication of Haynes Station Section 14
File reference: 23-005(A3)

A final inspection has been conducted on the above referenced development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on May 16, 2023. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

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

RAH

Attachment

cc: Walt Corbin, P.E., Engineering Manager
Carla Delaney, Interim Director of Planning and Development
Kevin Boyd, Development Services Manager
File

PROJECT: 18-118
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PROJECT: 18-118
RECEIVED: 10/10/2023 12:31 PM

FOR CLERK OF COURTS USE ONLY

TECHNICAL DATA
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2. DATE: 10/10/2023
3. PROJECT: 18-118
4. SHEET: 1 OF 4
5. DRAWN BY: [Name]
6. CHECKED BY: [Name]
7. APPROVED BY: [Name]

PROJECT DATA:

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2. ADDRESS: 18-118
3. OWNER: [Name]
4. DESIGNER: [Name]
5. ENGINEER: [Name]
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SECTION CERTIFICATION:

I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office, and that the same conforms to the requirements of the Georgia Engineering Act of 1967, as amended.

JOHN THOMAS ATKINSON, REGISTERED LAND SURVEYOR 3332
DATE: 10/10/2023

Hayne's Station - Section 14

AUGUSTA, RICHMOND COUNTY, GEORGIA
SCALE: 1" = 40'
REV. SEPTEMBER 19, 2023
MARCH 7, 2023

PREPARED FOR
Coel Development Company, Inc.

PREPARED BY
CRANSTON
432 Ellis Street, Augusta, Georgia 30901
Telephone 706-722-1558
CranstonEngineering.com

REFERENCES:

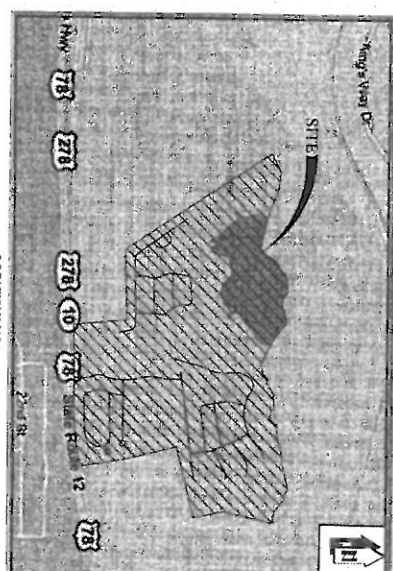
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APPROVED FINAL PLAT

APPROVED BY: [Signature]
DATE: May 1, 2023

APPROVED BY: [Signature]
DATE: May 1, 2023

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4	LINE 4	100.00	N 00° 00' 00" E
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LINE	DESCRIPTION	LENGTH	BEARING
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22	LINE 22	100.00	N

D: PLAT 18-P-102 10/6/2003 10:21 AM

REV. MARCH 21, 2007
BY: C. CRANSTON
FOR: AUGUSTA, GEORGIA

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REV. MARCH 21, 2007
BY: C. CRANSTON
FOR: AUGUSTA, GEORGIA

Hayne's Station - Section 14

SHOWING PROPERTY LOCATED NORTH OF GORDON HIGHWAY, IN THE EAST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 10 WEST, AUGUSTA, RICHMOND COUNTY, GEORGIA.

SCALE 1" = 40'

PREPARED BY

REV. MARCH 21, 2007

BY: C. CRANSTON

FOR: AUGUSTA, GEORGIA

REV. MARCH 21, 2007

BY: C. CRANSTON

FOR: AUGUSTA, GEORGIA

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REV. MARCH 21, 2007

BY: C. CRANSTON

FOR: AUGUSTA, GEORGIA

REV. MARCH 21, 2007

BY: C. CRANSTON

FOR: AUGUSTA, GEORGIA

CRANSTON
422 E. 10th Street, Augusta, Georgia 30601
Telephone 706-722-1554
CranstonEngineering.com

LINE	SECTION	ADJACENT	AREA
1	1	1	1
2	2	2	2
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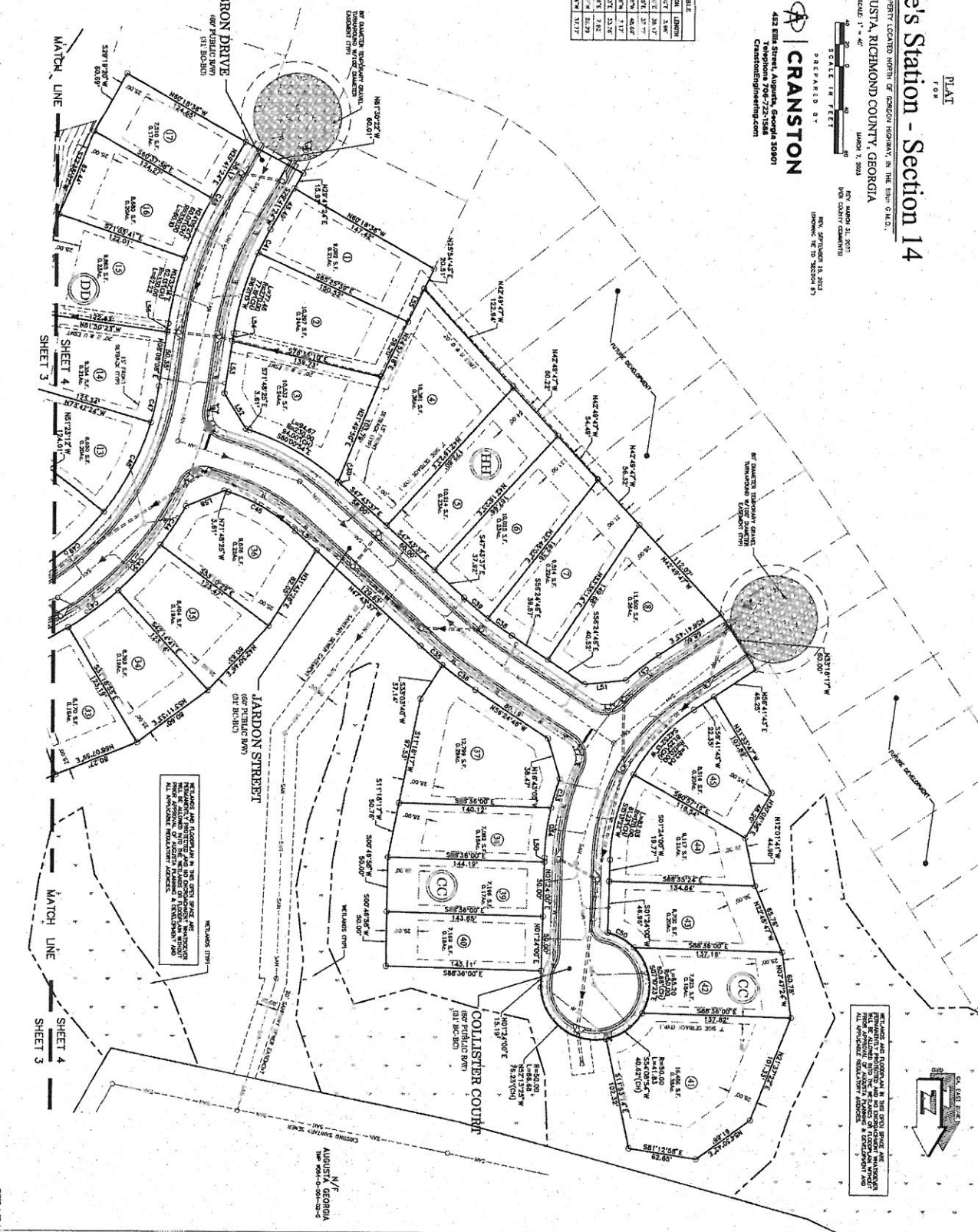
LINE	SECTION	ADJACENT	AREA
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SIGNATURE CERTIFICATION
I, the undersigned, being a duly Licensed Professional Engineer in the State of Georgia, do hereby certify that I am the author of the foregoing plat, and that it was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Georgia.

C. Cranston
04/19/2003

JOHN THOMAS ATTY-IN-FACT, GA. REG. 2512

04/19/2003



STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION
Haynes Station Phase 14
Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of _____, _____, by and between COEL DEVELOPMENT CO., INC., a Georgia company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

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

All right, title and interest of the parties of the FIRST PART in and to the storm sewer system as the same are now located within deeded 60' R/W and additional drainage and utility easements as shown and delineated on a plat of Hayne's Station Phase 14, as prepared by Cranston Engineering Group, P.C., for Coel Development Company, Inc., dated March 7, 2023, last revised September 19, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 18, Page 189-192; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

Additionally, the party of the first part does hereby grant and convey unto the party of the second part, an easement appurtenant for the discharge of stormwaters from said streets, roadways, alleys, and rights of way herein granted into any and all existing and future appurtenant stormwater structures, pipes, channels, swales, basins, ponds, or any other devices or manipulation of the land designed to hold or carry stormwaters away from said streets, roadways, alleys, and rights of way herein granted without charge, fee, or further consideration.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of

maintaining the described storm sewer system

TOGETHER WITH:

All that lot or parcel of land shown and designated as Collister Court – 60' R/W, Jardon Street – 60' R/W, Elbron Drive – 60' R/W, Lampart Drive – 60' R/W, Maitland Street – 60' R/W, and Copse Drive - 60' R/W on that plat of Hayne's Station Phase 14, as prepared by Cranston Engineering, dated March 7, 2023, last revised September 19, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 18, Page 189-192 reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property, and

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


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

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

SIGNED, SEALED AND DELIVERED
in our presence:

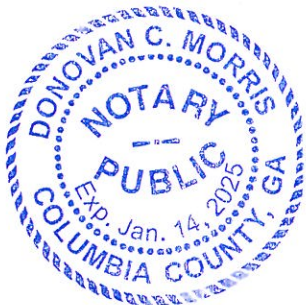


Witness

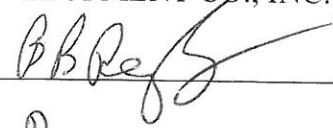


Notary Public, Georgia

My Commission Expires: 1/14/25



COEL DEVELOPMENT CO., INC.

By: 

As its: 

Stephen Beazley Builders, Inc.

By: 

As its: 

ACCEPTED BY:
AUGUSTA, GEORGIA

By: _____

Its: Mayor

Attest: _____

Its: Clerk of Commission
(SEAL)

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
 (Roads, Storm Sewer)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between COEL DEVELOPMENT CO., INC. hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept a portion of road, named "Collister Court" (60 ft RW), "Jardon Street" (60 ft RW), "Copse Drive" (60 ft RW), "Elbron Drive" (60 ft RW), "Lampart Drive" (60 ft RW), "Maitland Street" (60 ft RW), portion of road and additional drainage and utility easements and appurtenances for Hayne's Station Phase 14, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Book 18, page 189-192, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed by Developer for a period of eighteen months, which Augusta accepts by deed;

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

- (1) Augusta, Georgia, accepts the roads, storm sewer system within deeded 60' R/W and additional drainage and utility easements, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Book 18, page 189-192.
- (2) The Developer agrees to maintain all the installations laid or installed in said development as described in said deed for a period of eighteen months from the date installation accepted by the Augusta. Commission and included in the Augusta, GA road system.



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

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

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

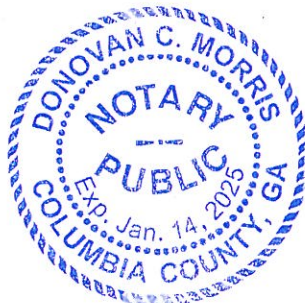
(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

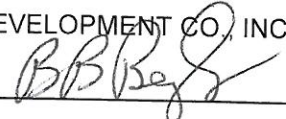

 WITNESS


NOTARY PUBLIC

Columbia County, Georgia
 My Commission Expires: 1/14/25
 (Notary Seal)




COEL DEVELOPMENT CO, INC.

By: 

As Its: 

Stephen Beazley Builders, Inc.

By: 

As Its: 

WITNESS

NOTARY PUBLIC

_____ County, _____

My Commission Expires: _____
(Notary Seal)

AUGUSTA, GEORGIA

By: _____

Garnett Johnson

As its: Mayor

Attest: _____

Lena Bonner
As Its Clerk of Commission

SUBDIVISION: Haynes Station Section 14RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Copse Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Copse Drive a part of its County Road System.

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

- (a) Points of beginning and ending:
Beginning at Centerline of Copse Drive
Extending NW approx.. 426.05 Ft.
- (b) Length of road to nearest 1/100th mile:
0.08 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Haynes Station Section 14RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Elbron Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Elbron Drive a part of its County Road System.

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

- (a) Points of beginning and ending:

Beginning at Centerline of Cul-De-Sac

Extending SW approx.. 2204.01 FT to End

- (b) Length of road to nearest 1/100th mile:

0.42 mile

- (c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Haynes Station Section 14RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Lampart Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Lampart Drive a part of its County Road System.

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

- (a) Points of beginning and ending:

Beginning at Centerline of Elbron Drive

Extending NW 1494.35 FT to Centerline of Elron Drive

- (b) Length of road to nearest 1/100th mile:

0.28 mile

- (c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Haynes Station Section 14RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Maitland Street is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Maitland Street a part of its County Road System.

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

- (a) Points of beginning and ending:

Beginning at Centerline of Lampart Drive

Extending SW 600.15 FT to Centerline of Elbron Drive

- (b) Length of road to nearest 1/100th mile:

0.11 mi

- (c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Haynes Station Section 14RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Jardon Street is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Jardon Street a part of its County Road System.

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

(a) Points of beginning and ending:

Beginning at Centerline of Elbron Drive

Extending NW approx. 490.94 FT to Centerline Collister Court

(b) Length of road to nearest 1/100th mile:

0.09 mile

(c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

(d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Haynes Station Section 14RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Collister Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Collister Court a part of its County Road System.

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

- (a) Points of beginning and ending:
Beginning at Centerline of Collister Court Cul-De-Sac
Extending SW approx. 377.31 FT to end
- (b) Length of road to nearest 1/100th mile:
0.07 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Public Streets
HAYNE'S STATION, SECTION 14

WHEREAS, COEL DEVELOPMENT COMPANY, INC., a corporation established under the laws of the State of Georgia, (hereinafter known as "**DEVELOPER**") owns a tract of land in Richmond County, Georgia, off Gordon Highway, in the 89th G.M.D, on which **DEVELOPER** has constructed a housing subdivision known as Hayne's Station, Section 15, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

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

WHEREAS, a final plat of the above stated subdivision has been prepared by Cranston Engineering. Said plat being is dated March 7, 2023, revised March 31, 2023 and September 18, 2023, approved by the Augusta-Richmond County Planning Commission on May 1, 2023, approved by the Augusta Commission on May 16, 2023, and filed the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 18, Pages 189-191. Reference is hereby made to all aforesaid plats for a more complete and accurate description as to the land herein described; and

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

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

NOW, THEREFORE, this indenture made this _____ day of _____ 202__, between **DEVELOPER** and **AUGUSTA**,

WITNESSETH:

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

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

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

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

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

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to

the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of **AUGUSTA**, its successors and assigns forever.

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

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

DEVELOPER:

COEL DEVELOPMENT COMPANY, INC.

Madie Chen
WITNESS

By: Bill Beazley

[Signature]
NOTARY PUBLIC

As Its: Pres.

Columbia County, Georgia

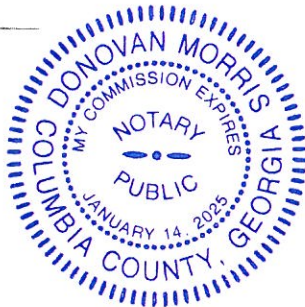
Attest: Susan G. Pinner
Stephen Beazley

My Commission Expires:

11/14/25

As its: VP, Treasurer

SEAL



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

HAYNE'S STATION – SECTION 14
(Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this _____ day of _____, 202____, by and between COEL DEVELOPMENT COMPANY, INC., a Georgia corporation, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as HAYNE'S STATION – SECTION 14, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

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

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

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

(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set

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

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

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

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

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

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

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

COEL DEVELOPMENT COMPANY, INC.

Markie Oake

WITNESS

By:

Bill Beazley

[Signature]
NOTARY PUBLIC

As Its:

Columbia County, Georgia

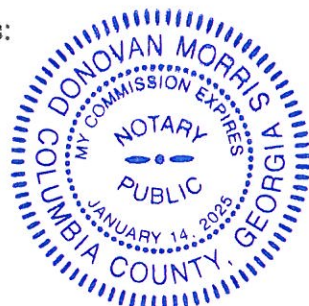
Attest:

Suzanne Fieber
Stephen Beazley

My Commission Expires:

1/14/25

(SEAL)



As its:

VP, Treasurer

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By:

Hardie Davis, Jr.
As Its Mayor

Notary Public

State of Georgia, County of

Attest:

Lena Bonner
As Its Clerk of Commission

My Commission Expires:

(SEAL)



Commission Meeting

January 2, 2024

Townhomes at Diamond Lakes

Department:	Engineering
Presenter:	N/A
Caption:	Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Townhomes at Diamond Lakes Also, approve Augusta Utilities Department easement deed and maintenance agreement.
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

AGENDA ITEM NUMBER: _____
EDITION: _____

DATE: November 22, 2023

TO: HONORABLE GARNETT JOHNSON, MAYOR
MEMBERS OF COMMISSION
ALVIN MASON, CHAIRMAN,
ENGINEERING SERVICES COMMITTEE

THROUGH: TAKIYAH DOUSE, INTERIM ADMINISTRATOR

FROM: HAMEED MALIK, PHD., PE
DIRECTOR OF ENGINEERING

SUBJECT: DEDICATION OF: TOWNHOMES AT DIAMOND LAKES
FILE REFERENCE: 23-005(A)

CAPTION: Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Townhomes at Diamond Lakes. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

BACKGROUND: The final plat for this portion of Townhomes at Diamond Lakes was approved by the Commission on August 15, 2023. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

ANALYSIS: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

AGENDA ITEM: _____

EDITION: _____

November 22, 2023

Page Two

**FINANCIAL
IMPACT:**

By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

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

- ALTERNATIVES:**
1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Townhomes at Diamond Lakes. Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Townhomes at Diamond Lakes
 2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: Committee Meeting November 28, 2023

**DEPARTMENT
DIRECTOR:** _____

**FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:**

**DEPARTMENT
DIRECTOR:** _____

N/A

ADMINISTRATOR: _____

FINANCE: _____

HM/

Attachments

cc: Walt Corbin, PE – Engineering Manager
Agenda File
Main File

ENGINEERING DEPARTMENT


Hameed Malik, PhD., PE, Director


Plan & Review Section Manager

Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

To: Hameed Malik, P.E., PhD
Director of Engineering

Through: Brett Parsons, Principal Engineer Land Development 

From: Richard A. Holliday, Lead Design Engineer 

Date: November 21, 2023

Subject: Certificate of Completion
Dedication of Townhomes at Diamond Lakes
File reference: 23-005(A3)

A final inspection has been conducted on the above referenced development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Management Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on August 15, 2023. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

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

RAH

Attachment

cc: Walt Corbin, P.E., Engineering Manager
Carla Delaney, Interim Director of Planning and Development
Kevin Boyd, Development Services Manager
File

Engineering Division

452 Walker St., Suite 110 – Augusta, GA 30901

Phone: (706) 821-1706- Fax 706 (821-1708)

www.augustaga.gov

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION
The Townhomes at Diamond Lakes
Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of _____, _____, by and between COEL DEVELOPMENT CO., INC., a Georgia company, hereinafter referred to as the Party of the FIRST PART, and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

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

All right, title and interest of the parties of the FIRST PART in and to the storm sewer system as the same are now located within deeded 60' R/W and additional drainage and utility easements as shown and delineated on a plat of The Townhomes at Diamond Lakes, as prepared by Southern Partners, Inc., for Coel Development Company, Inc., dated April 24, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book ____, Page ____; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

Additionally, the party of the first part does hereby grant and convey unto the party of the second part, an easement appurtenant for the discharge of stormwaters from said streets, roadways, alleys, and rights of way herein granted into any and all existing and future appurtenant stormwater structures, pipes, channels, swales, basins, ponds, or any other devices or manipulation of the land designed to hold or carry stormwaters away from said streets, roadways, alleys, and rights of way herein granted without charge, fee, or further consideration.

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

TOGETHER WITH:

All that lot or parcel of land shown and designated as Rosendale Drive – 60' R/W & Willowton Lane – 60' R/W, on that plat of The Townhomes at Diamond Lakes, as prepared by Southern Partners, Inc., dated April 24, 2023, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book _____, Page _____ reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property, and'

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

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

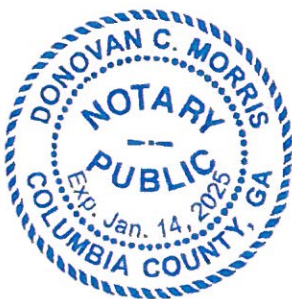
IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
in our presence:

[Signature]
Witness

[Signature]
Notary Public, Georgia

My Commission Expires: 1/14/25



COEL DEVELOPMENT CO., INC.

By: [Signature]

As its: [Signature]

Stephen Beazley Builders, Inc.

By: [Signature]

As its: [Signature]

ACCEPTED BY:
AUGUSTA, GEORGIA

By: _____
Its: Mayor

Attest: _____
Its: Clerk of Commission
(SEAL)

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
 (Roads, Storm Sewer)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between COEL DEVELOPMENT CO., INC. hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept a portion of road, named "Rosendale Drive" (60 ft R/W) and "Willowton Lane" (60 ft R/W), portion of road and additional drainage and utility easements and appurtenances for The Townhomes at Diamond Lakes, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Book _____, page _____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed by Developer for a period of eighteen months, which Augusta accepts by deed;

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

(1) Augusta, Georgia, accepts the roads, storm sewer system within deeded 60' R/W and additional drainage and utility easements, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Book _____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said development as described in said deed for a period of eighteen months from the date installation accepted by the Augusta. Commission and included in the Augusta, GA road system.

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

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

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

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

Phyllis Reid
WITNESS

[Signature]

NOTARY PUBLIC

Columbia County, Georgia

My Commission Expires: 1/14/25
(Notary Seal)



COEL DEVELOPMENT CO., INC.

By: [Signature]

As Its: [Signature]

Stephen Beazley Builders, Inc.

By: [Signature]

As Its: [Signature]

WITNESS

AUGUSTA, GEORGIA

By: _____

NOTARY PUBLIC

As its: Mayor

_____ County, _____

Attest: _____

My Commission Expires: _____
(Notary Seal)

As Its Clerk of Commission

SUBDIVISION: Townhomes at Diamond LakesRESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Rosendale Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Rosendale Drive a part of its County Road System.

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

- (a) Points of beginning and ending:
Beginning at R/W of Diamond Lakes Way
Extending 864.08 ft. NW to Property Line
- (b) Length of road to nearest 1/100th mile:
0.16 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Townhomes at Diamond Lakes

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Willowton Lane is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Willowton Lane a part of its County Road System.

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

- (a) Points of beginning and ending:
Beginning at Centerline of Rosendale Drive
Extending 643.90 ft. East to and Including Cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.12 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Public Streets
THE TOWNHOMES AT DIAMOND LAKES**

WHEREAS, COEL DEVELOPMENT COMPANY INC., a corporation established under the laws of the State of Georgia, (hereinafter known as “**DEVELOPER**”) owns a tract of land in Richmond County, Georgia, at the northeast corner of Windsor Spring Road and Diamond Lakes Way, on which DEVELOPER has constructed a housing subdivision known as The Townhomes at Diamond Lakes, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

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

WHEREAS, a final plat of the above stated subdivision has been prepared by Southern Partners, Inc. Said plat being is dated May 11, 2023, revised June 22, 2023 and August 16, 2023, approved by the Augusta-Richmond County Planning Commission on August 7, 2023, approved by the Augusta Commission on August 16, 2023, and filed the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 18, Pages 157. Reference is hereby made to all aforesaid plats for a more complete and accurate description as to the land herein described; and

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

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

NOW, THEREFORE, this indenture made this ____ day of _____ 202__, between **DEVELOPER** and **AUGUSTA**,

W I T N E S S E T H:

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

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

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

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

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

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

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

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

DEVELOPER:

COEL DEVELOPMENT COMPANY, INC.

Martin Olsen

By:

Bill Beazley

WITNESS

As Its:

NOTARY PUBLIC

Columbia County, Georgia

Attest:

Suzanne Picher
~~Stephen Beazley~~

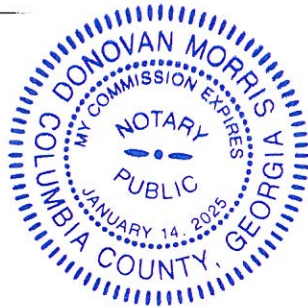
My Commission Expires:

1/14/25

As its:

VP, Treasurer

SEAL



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

Seal)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
THE TOWNHOMES AT DIAMOND LAKES
Public Streets
Water Distribution System and Gravity Sanitary Sewer System

THIS AGREEMENT, entered into this ____ day of _____, 202____, by and between COEL DEVELOPMENT COMPANY, INC., a Georgia corporation, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as THE TOWNHOMES AT DIAMOND LAKES, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

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

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

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

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

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

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

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

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

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

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

COEL DEVELOPMENT COMPANY, INC.

Marko Colon

WITNESS

[Signature]
NOTARY PUBLIC

Columbia County, Georgia

My Commission Expires:

11/14/25

(SEAL)



By:

Bill Beazley

As Its:

Attest:

Stephen Beazley

As its:

VP, Treasurer

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Hardie Davis, Jr.
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)



Commission Meeting

December 5, 2023

Update from Central Emergency Management Services

Department:	N/A
Presenter:	N/A
Caption:	Update from Central Emergency Management Services. (Requested by Commissioner Bobby Williams)
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

Six-Month Operations Update

Augusta-Richmond County



OCTOBER 2023



CENTRALTM
EMERGENCY MEDICAL SERVICES

To the Augusta-Richmond County Commission,

I am pleased to present this report on behalf of Central EMS, highlighting our progress and achievements over the past six months. Our primary focus has been on establishing a strong foundation for our operations, which is essential for our long-term success in serving the citizens of Augusta-Richmond County.

I am pleased to report that we have made significant advancements in personnel, equipment, and facilities. Our dedicated team has been working tirelessly to ensure we have the right people, top-notch equipment, and the necessary facilities to deliver high-quality emergency medical services.

Furthermore, we are actively engaging with the community by offering standby services at no cost during high school football games, demonstrating our commitment to being a valuable partner in the local area.

We are also excited to announce that we are approaching the launch of our Community Health Intervention Program (CHIP), which will play a vital role in assisting underserved populations in our community. This initiative underscores our dedication to improving the overall health and well-being of Augusta-Richmond County residents.

However, we are mindful of the challenges that persist, particularly in staffing and retention, which is a national concern within our industry. Rest assured, we remain steadfast in our commitment to overcome these challenges and achieve our mission.

Thank you for your continued support, and we look forward to working closely with the Augusta-Richmond County Commission as we move forward in our mission to provide exceptional emergency medical services to our community.

Sincerely,

Corey Thomas
Vice President of Operations
Central EMS

Activity Report



Compliance

Central EMS activated its comprehensive complaint management program to field an anonymous complaint received the week of August 8, 2023. The complaint regarded maintaining proper equipment and minimum vehicle standards on EMS vehicles. Georgia Department of Health EMS Department inspected Central EMS operations and found no deficiencies. (See Attached Letter from Georgia Department of EMS)

Operations Achievement

- Current fleet: 21 Ambulances, 6 Paramedic QRV's, and 2 CHIP SUV's.
 - Two additional QRVs are on order
 - Six additional ambulances are on order
- Located Ambulance Operations Center facility to use as a base of operations and moved into the facility. Additional office and classroom build-out is in progress. (Address: 3827 Wrightsboro Rd., Augusta, GA 30909)
 - 11 Augusta-Richmond Fire Stations are staffed with ambulances and QRVs. The leased offices adjacent to the Ambulance Operations Center will be used for training. (Address: 3843 Wrightsboro Rd. Augusta, GA 30909)
- Purchased secure medical supply vending machines to locate in area hospital emergency departments to speed the resupply of ambulance crews, getting them back in service faster.
 - Unit currently in-service at Piedmont Hospital
 - Unit schedule for move-in at Doctor Hospital Week of 10/23/2023
 - Unit currently in-service at University Hospital Week of 11/06/2023

- Recruited and hired the following leadership and support staff:
 - Dr Mitchell, Medical Director
 - Paramedic Jake Hansen, CQI Coordinator
 - Paramedic Chris Doolittle, Training Coordinator
 - Social Worker Tionna Scott, CHIP Program
 - SW EMT Claudia Hayes, Logistics Coordinator
- Utilizing internal and external bonus programs and a hiring blitz, our Human Resources and Operations teams, working together, have recruited, hired, onboarded, and oriented several EMT-Basics, EMT-Advanced, and Paramedics. Total current staffing stands at:
 - 29 Fulltime Paramedics
 - 25 Part Time Paramedics
 - 10 Fulltime EMT-Advanced
 - 13 Part Time EMT-Advanced
 - 32 Fulltime EMT-Basic
 - 15 Part Time EMT-Basic
- We conducted multiple EMT-Basic academies, paying local residents to attend EMT training. To date, we have graduated 17 individuals who are now certified and working as EMTs in the field.
 - 19 additional students are currently enrolled in the EMT Academy Program
 - Five additional students are currently enrolled in the EMT-ADV Academy Program
 - Four additional students are currently enrolled in a Paramedic Tuition Program
- Completed the “Creating Safe Scenes” training course by the Substance Abuse and Mental Health Services Administration (SAMHSA) from the U.S. Department of Health and Human Services for all field providers. This course is designed to help first responders better understand mental health, mental illness, and substance use disorders to assess risks better and apply the safest strategies for caring for themselves and the individuals they are called to serve.
- Completed EKG completion and transmission refresher training course for all ALS field providers to confirm EKG skills.
- Peak daily staffing was maintained at a minimum of three QRVs and 14 ambulances every day of the week.

Communications & Dispatch

- Augusta-Richmond 800 Mhz 911 portable radios were ordered and received by Central EMS. We are still waiting for the delivery of extra chargers and batteries. We are using the Central EMS First Net PPT Radios as secondary backup radios.
- Augusta-Richmond 911 Mobile Data Terminals were ordered, received, and installed in all Central ambulances.
- DataTech 911 CAD to CAD data interface installed and operational as of 09/24/23, allowing for direct data interchange between Augusta-Richmond 911 Center CAD and Central EMS CAD.
- Augusta-Richmond 911 Center has installed Medical Priority Dispatch ProQA Emergency Medical Dispatch software.
- Augusta-Richmond 911 Center has all Dispatchers by Medical Priority Dispatch as Emergency Medical Dispatchers.
- Emergency Medical Dispatch "Response Assignment Protocol" drafted and approved by the Medical Director. It is currently being reviewed for implementation by Augusta-Richmond 911 Center Dispatchers.
- Central EMS and Augusta-Richmond 911 Center teams are working on fully implementing and using EMD ProQA software with the new Response Assignment Protocol.

Community Involvement

- Traveled to MedStar Mobile Health to research their community health navigation program as a model for our Augusta program. We have completed the creation of policies and procedures, acquired vehicles, and hired our first Social Worker for the Augusta-Richmond County Community Health Intervention Program (CHIP). Orientation for our social worker begins 10/16/23, with travel to Fort Worth, Texas, for advanced training the week of 10/23/2023.
- We are working jointly with the Hephzibah Fire Department to field a BLS Ambulance located in Hephzibah and staffed by Hephzibah Fire Department personnel and contracted to Central EMS, operating under Central EMS's ambulance license. This unit will be utilized when multiple ambulance requests occur in the Hephzibah area and/or during mass casualty incidents and disasters. We are finalizing the program to be operational by November 1st.
- Responding to requests, we provided standby emergency medical services at area High School Football Games throughout the season on an uncompensated basis. To date, Central EMS has covered 40 games.

Operational Challenges

- Staffing continues to be a national challenge within the Emergency Medical Services industry. We continue to focus on recruiting external candidates and training new EMTs and Medics through our internal EMS Academy programs.
- Supply chain disruptions continue to cause supply issues, particularly with electronics and vehicle parts and, to a lesser extent, medical supplies and medications. Our purchasing department constantly monitors issues and, when appropriate, advances purchases and/or stockpiles supplies.
- Response time data to show progress over time is not available at this time, as true data was not available until August. Discovery Period was changed from 150 days to January 1, 2024.

Current Action Plans

- Meeting with Augusta-Richmond County 911 Center to support 100% rollout of EMD ProQA software for Ambulance Dispatch. (See Attached Action Plan)
- With the Data Tech E911 CAD to CAD data interface App now in place, we are collecting data to generate Heat Maps and Performance Reports to modify and improve our System Status Plan.

Ongoing Communication

- Meets monthly with Augusta-Richmond County staff to provide status updates. Additional meetings are conducted when needed to ensure Augusta-Richmond County staff are well informed of any needed updates.



Kathleen E. Toomey, M.D., M.P.H., Commissioner

Brian Kemp, Governor

200 Piedmont Avenue, SE
Atlanta, Georgia 30334

August 24, 2023

Central Emergency Medical Services (060-68) William C. Thomas
205 Hembree Park Dr. Ste 100
Roswell, GA 30076

Dear Mr. Thomas,

The Georgia Department of Public Health, Office of Emergency Medical Services and Trauma ("Department") is the state authority that regulates the licensure and standards for Emergency Medical Services ("EMS") personnel and ambulance providers in the State of Georgia pursuant to Title 31, Chapter 11 of the Official Code of Georgia, as well as Chapter 511-9-2, of the EMS Rules and Regulations. The Department received an anonymous complaint regarding proper stocking of equipment and minimum vehicle standards on EMS vehicles at Central EMS in Richmond County on August 8, 2023.

Your agency was contacted by Regional EMS Director Gary Pinard on August 8, 2023, to notify the Authorized Agent of the complaint and our intention to investigate the accusations. The Department performed an unannounced onsite inspection of Central's EMS facility and vehicles located at 3827 Wrightsboro Road, Augusta, GA and spoke with EMS leadership, supervisors, and employees on August 14 and 15, 2023.

The Department has concluded that no violations of EMS Rules and Regulations 511-9-2 were found or any facts to substantiate the claims in the complaint. Accordingly, the investigation into this complaint has been closed.

The Department would like to acknowledge your cooperation and transparency during this inspection and inquiry.

Respectfully,



Michael B. Johnson, Director Office of EMS and Trauma
Georgia Department of Public Health



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Inventory Management Solutions

Eliminate human error from stock control and create a usage- based environment that can reduce waste and increase productivity. Our industrial lockers allow companies to stock what they need when they need it. This provides transparency on all levels by utilizing a reopening system capable of automatic user-defined critical inventory escalation alerts.

Outfitted with LED lighting and boasting 16, 18 or 24 secure field- adjustable compartments, the locker is a perfect addition. With check-in/check-out capabilities and a robust cloud-based software package that completely integrates with reopening

features, the Sentry provides the clear and conclusive accounting of supply usage. This enables the precise forecasting and reduction of inventory levels by 50% or more. Our industrial vending management system optimizes productivity by reducing inventory expenditures, monitoring consumable inventory, and providing 24/7 access to MRO tools and a variety of other consumable resources in manufacturing, construction, safety, and PPE equipment, as well as office, and medical supplies.

Like all of our lockers, they engage in an IoT sensibility allowing it to securely log, track, sum, reopen, and communicate inventory usage data within a satellite of machines positioned tactically throughout the work environment or as a standalone.

Inventory Control Features:

- Security for 16, 18 or 24 Items
- Robust Security Features
- Adjustable Capacity Configurations
- Cloud-based Software Technology
- Check-in, Check-out Functionality
- Inventory Critical Stock Alerts
- IoT Inventory Gateway Integrations
- Enhanced Product Visibility
- Cost-Efficient Storage Control
- Brand Management

Augusta 911 Emergency Medical Dispatch & System Status Plan

I. IT Systems

- | | |
|--|----------------|
| a. CAD to CAD Interface App Installed & Operational | 100% Completed |
| b. GPS-AVL System Installed All Units & Operational | 100% Completed |
| c. GPS-AVL Terminals Installed All Units & Operational | 100% Completed |
| d. MPDS Pro QA Installed At 911 Center & Operational | 100% Completed |

II. Planning

- | | |
|---|----------------|
| a. MPDS Response Assignment Protocol Developed | 100% Completed |
| b. MPDS Response Assignment Protocol Socialized & Approved (Meet w 911) | 100% Completed |
| c. System for Identifying Units as BLS or ALS Completed | 50% Completed |
| d. SSM Deployment Plan Developed & Approved | 50% Completed |

III. Training

- | | |
|---|----------------|
| a. 911 Center Dispatchers Trained & Certified as EMD's | 100% Completed |
| b. 911 Center Dispatchers Trained In Use of Pro QA Software | 50% Completed |
| c. 911 Center Dispatchers Trained In Use of Deployment Plan | 50% Completed |

IV. Roll Out

- | | |
|---|--------------|
| a. 911 Center Dispatchers Use MDT's for Silent Dispatch | November 1st |
| b. 911 Center Dispatchers Use SSM Deployment Plan | November 1st |
| c. 911 Center Dispatchers Use Pro QA for EMD | November 1st |



Bleeding Control (BCon) Course

The Bleeding Control (BCon) course is designed for those who have little or no medical training but may be called upon to respond to and deliver trauma care and bleeding control prior to emergency medical services (EMS) arrival or in an austere environment.

Eligible Students

Eligible students are any individuals who may be called upon to assist with trauma patients while waiting for first response or EMS to arrive. The course has been designed for students who have received little or no prior medical training. Examples of potential students include teachers, taxicab drivers, train station attendants, and Transportation Security Administration (TSA) workers.

Successful Completion

Successful completion entails that the student has:

- Attended the entire course
- Adhered to course content and demonstrated all practical skills as required within the course

Material Requirements

All BCon course students will require a copy of the student handout and any registration materials.

Faculty Requirements

All NAEMT Instructors are eligible and encouraged to teach this course in their local communities. Instructors for BCon courses include current NAEMT instructors, PHTLS providers, Tactical Combat Casualty Care (TCCC) or Tactical Emergency Casualty Care (TECC) instructors or providers, and BCon providers.

The minimum recommended instructor-to-student ratio for all skill stations is 1:8; that is, the number of students should never exceed eight for every one instructor. Given this ratio, every BCon course will require adequate faculty to maintain this requirement.

Equipment and Supplies

All students must have access, at a minimum, to the equipment needed to complete the skill stations. The equipment can either be supplied in each skill station or provided to each group of students. Students should be allowed to utilize their own equipment when appropriate. All equipment must be in proper working order. Equipment includes the following items:

- Personal protective equipment (PPE) (e.g., gloves)
- Paper and pencil
- Hemorrhage-control devices (e.g., tourniquet, gauze rolls)
- Manikin or wound-packing model

BLEEDING CONTROL (BCon) Course

Course Plan

Course sites may rearrange the schedule for site-specific needs as long as all of the elements are included. The course content in support of the BCon course is available for download from a secured page on the National Association of Emergency Medical Technicians (NAEMT) website.

When given to a lay audience, the BCon presentation is given. While the preferred course for educating law enforcement officers is the Tactical Casualty Care for Law Enforcement and First Responders (TCC-LEFR), if this material is to be used to introduce these concepts to law enforcement officers, the additional module describing the role of law enforcement in relation to the Hartford Consensus statements should also be presented.

BCon Course Schedule

- BCon Lecture
- Tourniquet Single Skill Station
- Wound Packing Single Skill Station
- Jaw Thrust Single Skill Station

Average course time is 2 to 2.5 hours or longer as needed





Stop the Bleed kits

IPOK® Individual Patrol Officer Kit



QTY
1 C-A-T®
Tourniquet



QTY
1 ETD™
4 in. Flat



QTY
1 Choice of S-Rolled Gauze
or Hemostatic Dressing



PAIR
1 Responder
Nitrile Gloves, Lg

Kit Contents:

- 1 x pair Black Responders Gloves, Lg.
- 1 x Flat ETD™ 4 In. Emergency Trauma Dressing
- 1 x C-A-T®, Black (Combat Application Tourniquet®)
- 1 x Your Choice of Gauze (Wound Packing Gauze or Combat Gauze LE)



NORTH AMERICAN RESCUE®
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Compact hemorrhage control kit designed to fit into a BDU pocket...

The Individual Patrol Officer Kit (IPOK) from North American Rescue is designed to provide personnel with a compact and durable individual hemorrhage control kit to treat bleeding from penetrating and other traumatic injuries.

These kits are packaged for small cube space and designed to fit into a BDU pocket, vest pouch, or individual bag, which allows personnel to keep a compact bleeding control kit on their person, where it is needed most. The contents are vacuum sealed in a rugged and durable packaging that is easy to open.

Features:

- Compact, vacuum-sealed hemorrhage control kit designed to be carried on your person where it is needed most
- Easy-to-open streamlined kit
- Designed to fit into a BDU pocket, vest pouch, or individual bag
- Your Choice of S-Rolled Gauze or Hemostatic

Specifications:

- Packaged: H 4 in. x W 6.5 in. x D 2.75 in.
- Weight: 7.4 oz



IPOK® Individual Patrol Officer Kit

Hemostatic/Dressing	Item#	NSN#
S-Rolled Gauze	80-0167**	
Combat Gauze LE	80-0168	

PRODUCTS
WITH A
MISSION®



Public Safety Committee Meeting

Meeting Date: December 19, 2023

Augusta Judicial Circuit Solicitor General's Office- Victim Assistance Program

Department:	Augusta Judicial Circuit Solicitor General's Office- Victim Assistance Program
Presenter:	Omeeka P. Loggins or Adrienne Gaines
Caption:	Approve and accept a grant award for the continuation of the Victim of Crime Act (VOCA) Grant with funding of \$53,460 from the Criminal Justice Coordination Council of Georgia (CJCC) to provide services to crime victims for the period of October 1, 2023, through September 30, 2024, and authorize the Mayor to execute the necessary documents.
Background:	This grant is for the Victim Assistance Program in the Solicitor General's Office. The Solicitor General's office has received funding from the CJCC since 2016, and this is a continuation of last year's VOCA grant. The purpose is to allow for the provision of services to crime victims as outlined in the Crime Victim's Bill of Rights. The funding is used for the salaries of two Advocates.
Analysis:	
Financial Impact:	Funded via CJCC VOCA Grant
Alternatives:	N/A
Recommendation:	Please approve the Victim of Crime Act (VOCA) Grant
Funds are available in the following accounts:	Budgeted in org key 220022515
<u>REVIEWED AND APPROVED BY:</u>	N/A



PAC

Prosecuting
Attorneys'
Council of Georgia

Item 18.

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

December 6, 2024

TASHA M. MOSLEY
Chair
District Attorney
Clayton Judicial Circuit

Re: Federal Fiscal Year 2024 VOCA Allocation - October 1, 2023 through September 30, 2024

Dear Richmond Solicitor-General's Office:

KEITH E. GAMMAGE
Vice Chair
Solicitor-General
Fulton County

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2024 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

LEIGH PATTERSON
Secretary
District Attorney
Rome Judicial Circuit

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

County: **Augusta-Richmond**

Implementing Prosecuting Attorney: **Solicitor-General Omeeka Loggins**

Grant Period: **October 1, 2023 through September 30, 2024**

SHERRY BOSTON
District Attorney
Stone Mountain Judicial Circuit

Allocation 1

VOCA Federal Funds: **\$53,460**

VOCA Waived Match Funds: **\$13,365**

CJCC Sub-Grant Number: **C23-8-101**

Federal Grant Number: **TBD**

CFDA Number: **16.575**

MARIE G. BRODER
District Attorney
Griffin Judicial Circuit

TODD HAYES
Solicitor-General
Cherokee County

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 31, 2024**. If you have any questions, please contact Sarai Leonides Medina at sleonides@pacga.org or at (770) 282-6290.

SANDY WISEBAKER
Solicitor-General
Coweta County

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia

AUGUSTA, GEORGIA

New Grant Proposal/Application

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

Proposal Project No. Project Title

PR000466 SOLICITOR FY 23-24 SG VOCA GRANT

This grant is a continuation award from the Criminal Justice Coordinating Council of Georgia (CJCC). SG has been receiving this grant since 2016. Our funding is used for the salary of 2 victim advocates. Cash Match is 25% of the awarded grant and is in the budget. EEO Required: Yes, EEO Dept. Notified: Yes

Start Date: 10/01/2023

End Date: 09/30/2024

Submit Date: 10/30/2023

Department: 025

Solicitor

Cash Match?

Y

Total Budgeted Amount: 66,825.00

Total Funding Agency:

53,460.00

Total Cash Match:

13,365.00

Sponsor: GM0012

Criminal Justice Coord Co

Sponsor Type: PT

Pass thru Federal

Purpose: 3

Victims Rights

Flow Thru ID: GM0017 Prosecuting Attorney's Council

Type	ID	Name	Contacts	Phone
I	GMI051	Adrienne Gaines		(706)821-1222

Approvals

Type	By	Date
FA	O. LOGGINS	10/30/2023

Dept. Signature:

Grant Coordinator Signature:

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

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

☐ Deny the request

Finance Director

Date

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

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

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

User: AG17859 - Adrienne Gaines

Page

Report: GM1000_PROPOSAL - GM1000: Grants Management: 1

Current Date: 10/30/2023

Current Time: 10:58:47



Public Safety Committee

Meeting Date: November 28, 2023

Vendor Award – RFP 23-245 Consultant Services Promotional Assessment

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve entering into Contract with PAS Consulting Group, LLC to provide professional services in developing and administering promotional assessments for the ranks in the Augusta Fire Department and authorize the mayor to execute all necessary documents. The Contract will be for three years with two one-year renewals. (RFP 23-245)
Background:	Augusta Fire Department operates under a rank structure, and it is necessary to fill rank positions with qualified personnel. It is vital that the promotional process is performed to fill current openings and to establish a promotional list for future openings. Developing and administering promotional assessments of personnel by a third-party company eliminates any potential for biased or unfair testing or selection of candidates.
Analysis:	<p>The consultant company will develop and administer tests for the ranks of Suppression Captain, Suppression Lieutenant, and Suppression Firefighter Engineer (Sergeant) for the Fire Department. Contracting with a third-party to develop and administer the promotional process is the fairest way to test and select personnel to promote. The Contract will be for three years with two one-year renewals.</p> <p>The RFP was submitted following the Augusta Procurement Code. Three (3) vendors responded. The three companies were evaluated and made a presentation to the evaluation Committee. PAS Consulting Group received the highest score and is the recommended vendor to request award for the requested services.</p>
Financial Impact:	\$90,000
Alternatives:	None
Recommendation:	Approve the Motion to approve entering into Contract with PAS Consulting Group, LLC to provide professional services in developing and administering promotional assessments for the ranks in the Augusta Fire Department and authorize the mayor to execute all necessary documents. (RFP 23-245)
Funds are available in the following accounts:	The Fire Department Budget 274034110-5211110

REVIEWED AND
APPROVED BY:

Lerone Beasley, Deputy Chief of Technical Services

Item 19.

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, October 3, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **870 0055 1227**; Passcode: **520616** for furnishing:

RFP Item #23-245 Consultant Services Promotional Assessment for Augusta, GA – Fire Department

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

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

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

Pre-Proposal Conference will be held on Monday, September 18, 2023 @ 2:00 p.m. Via Zoom Meeting ID: 858 8401 7219; Passcode: 041146.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, September 19, 2023, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

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

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

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

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

**Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	August 24, 31, 2023, and September 7, 14, 2023
Metro Courier	August 24, 2023

Revised: 3/22/21



**RFP Item # 23-245 - Consultant Services for Promotional Assessment
for Augusta, GA – Augusta Fire Department
RFP Date: Tuesday, October 3, 2023 @ 11:00 p.m. Via ZOOM**

**Total Number Specifications Mailed Out: 18
Total Number Specifications Download (Demandstar): 12
Total Electronic Notifications (Demandstar): 41
Georgia Procurement Registry: N/A
Total packages submitted: 3
Total Noncompliant: 0**

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	Copies 7	Fee Proposal
Industrial/Organizational Solutions, Inc. 1520 Kensington Rd., Ste. 110 Oak Brook, IL 60523	Yes	Yes	32855	Yes	Yes	Yes	Yes
Morris & Mc Daniel, Inc. 117 South Saint Asaph St. Alexandria, VA, 22314	Yes	Yes	147532	Yes	Yes	Yes	Yes
PAS Consulting Group, LLC 1697 Foxhall Dr. Dunwoody, GA 30338	Yes	Yes	1561663	Yes	Yes	Yes	Yes



Evaluation Sheet RFP Item # 23-245 - Consultant Services for Promotional Assessment
for Augusta, GA – Augusta Fire Department
RFP Date: Wednesday, October 11, 2023 @ 2:00 p.m. Via ZOOM

Vendors			Industrial/Organizational Solutions, Inc. 1520 Kensington Rd., Ste. 110 Oak Brook, IL 60523	Morris & Mc Daniel, Inc. 117 South Saint Asaph St. Alexandria, VA, 22314	PAS Consulting Group, LLC 1697 Foxhall Dr. Dunwoody, GA 30338	Industrial/Organizational Solutions, Inc. 1520 Kensington Rd., Ste. 110 Oak Brook, IL 60523	Morris & Mc Daniel, Inc. 117 South Saint Asaph St. Alexandria, VA, 22314	PAS Consulting Group, LLC 1697 Foxhall Dr. Dunwoody, GA 30338
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)					
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)			Weighted Scores		
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	15	4.5	5.0	4.0	67.5	75.0	60.0
3. Organization & Approach	(0-5)	10	4.5	4.5	4.0	45.0	45.0	40.0
4.Scope of Services Provide details on your approach to the Scope of Services (Section III) to include your organizations experience in the following item: a) Capacity to accomplish the work in the required time. b) Quality and conciseness of the Work Program and Program Schedule. c) Firm’s understanding of the work to be done. d) Specialized experience and technical competence in the type of work required. e) Each proposal shall have a “Program Schedule” depicting the chronological sequence of how the Firm proposes to implement the assessment through all work elements and tasks within each element.	(0-5)	30	4.5	5.0	4.5	135.0	150.0	135.0
5.Financial Stability	(0-5)	5	4.0	4.0	3.5	20.0	20.0	17.5
6. References	(0-5)	5	5.0	5.0	5.0	25.0	25.0	25.0
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)								
Within Richmond County	5	10				0.0	0.0	0.0
Within CSRA	5	6				0.0	0.0	0.0
Within Georgia	5	4			5.0	0.0	0.0	20.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2				0.0	0.0	0.0
• All Others	5	1	5.0	5.0		5.0	5.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			27.5	28.5	26.0	297.5	320.0	297.5
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
8. Presentation by Team	(0-5)	10	2.0	3.0	5.0	20.0	30.0	50.0
9. Q&A Response to Panel Questions	(0-5)	5	2.5	3.0	5.0	12.5	15.0	25.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						Cost/Fee Proposal Consideration		
Lowest Fees	5	10			5.0	0.0	0.0	50.0
Second	5	6		5.0		0.0	30.0	0.0
Third	5	4	5.0			20.0	0.0	0.0
Forth	5	2				0.0	0.0	0.0
Fifth	5	1				0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			9.5	11.0	15.0	52.5	75.0	125.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for								
Total Cumulative Score (Maximum point is 500)			37.0	39.5	41.0	350.0	395.0	422.5
Internal Use Only								
Evaluator: Cumulative Date: 10/11/23 Phase I / Phase II 10-24-23								
Procurement Department Representative: _____ Nancy Williams _____								
Procurement Department Completion Date: 10/11/23 Phase I / Phase II 10-24-23								

**Fire Department/Emergency Management Agency****Antonio Burden, Fire Chief/EMA Director**

October 25, 2023

Ms. Geri Sams, Procurement Director

Ref: RFP 23-245 Consultant Services for Promotional Assessment
For Fire Department

Dear Ms. Sams:

The Fire Department, along with the Procurement Department, completed the evaluation for RFP 23-245 Consultant Services for Promotional Assessment for the Augusta Fire Department. PAS Consulting Group, LLC received the highest overall score. At this time, we would like to recommend awarding RFP 23-245 to PAS Consulting Group, LLC.

Please proceed with the vendor notification. If you have questions or require further information, do not hesitate to contact me at 706-821-2933.

Sincerely,

Antonio Burden
Fire Chief/EMA Director

I/O Solutions
Attn: Richard Darby
1127 S. Mannheim Rd., Suite 203
Westchester, IL 60154

Strategy Driven Enterprises, LLC
1720 Mars Hill Road
Suite 8-232
Acworth, Georgia 30101

Selection Works
Attn: Chad Lezel
451 Lowell Avenue
Glen Ellyn, IL 60137

JTS Association
2515 55th Ave. East
Bradenton, FL 34203

Ramsay Corporation
1050 Boyce Road
Pittsburgh, PA 15241

First Idea
19029 E. Plaza Dr., Suite 200
Parker, CO 80134

CPS HR Consulting Services
Attn: Mary Ann Johnson White
241 Lathrop Way
Sacramento, CA 95815

IPMA-HR
1617 Duke Street
Alexandria, VA 22314

Merit Employment Assessment
Services, Inc.
342 Alana Drive
New Lenox, IL 60451-1784

CPS HR Consulting
303 Perimeter Cener North
Suite 300
Atlanta, GA 30346

Nextec
101 Colony Park Drive
Suite 300
Cumming, Ga 30040

Steve Griffith Consulting
14203 Alamosa Court
Sugar Land, Texas 77498

Industrial / Organizational Solutions
1127 S. Mannheim Rd. Suite 203
Westchester, IL 60154

Stephen M. Griffith Consulting
14203 Alamosa Court
Sugar Land, Texas 77498

Ergometrics & Applied Personnel
Research, Inc.
18720 33rd Ave. W.
Lynnwood, WA 98037

Antino Burden
Fire Department

Lea Rigdon
Fire Department

Phillis Johnson
Compliance Department

23-245 Consultant Svcs for
Promotional Assessment
Augusta Fire Department
Due: Tuesday, 10/3/23 @ 11:00am

23-245 Consultant Svcs for
Promotional Assessment
Augusta Fire Department
Mailed 8/24/23

Planholders

Add Supplier

Export To Excel

Supplier (12)

Supplier 	Download Date
AP Triton Consulting LLC	08/28/2023
Brown Infrastructure Technologies	09/24/2023
CKH Group, Inc	08/28/2023
Developmental Associates	09/26/2023
Dodge Data	08/27/2023
Fields Consulting Group, Inc.	08/28/2023
Forrest Construction Services, Inc.	09/06/2023
I/O Solutions, Inc.	08/28/2023
Mark III Employee Benefits	08/25/2023
Office Work Done	09/25/2023
Onvia, Inc. - Content Department	08/26/2023
PC	09/14/2023

Add Supplier

Supplier Details

Supplier Name	AP Triton Consulting LLC
Contact Name	Valerie Erwin
Address	1309 Coffeen Avenue Suite 3178, Sheridan, WY 82801
Email	verwin@aptriton.com
Phone Number	916-692-5510

Documents

BIDDERS LIST

21-245

BID | _____ COST \$ _____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Jason Collier Allied Solution Enterprise 300 Veterans Way Carmel, IN 46032				8/28	NW
2	NovaTech Sandy Jenkins 1401 Nobel Street Sainte-Julie, QC J3E1Z4, Canada				8/28	NW
3	Mandy IOSolutions 1520 Kensington Rd, Suite 110 Oak Brook • Illinois • 60523				9/6	NW
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FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Commission Meeting

Meeting Date: January 2, 2024

Approve Award RFP 23-160 HRIS and Payroll System

Department:	Information Technology
Presenter:	Reggie Horne, Deputy CIO
Caption:	Approve Global Master Services Agreement with ADP to Implement a Comprehensive Human Resources Information System (HRIS) and Payroll System (RFP 23-160)
Background:	<p>The Human Resources Department, the Finance Department, and the Information Technology Department have been reviewing options for implementing a comprehensive HRIS and Payroll system.</p> <p>Currently, multiple systems are being used for the purposes of recruitment, onboarding, employee verification, timekeeping, payroll, performance management, benefits management, health compliance, and various other HR and Payroll functions. As a result of the need to consolidate these operations and processes into a single-streamlined solution, RFP #23-160 was released by the Procurement Department for a Human Resources Information System and Payroll System. The overall goal of this RFP was to procure a system that created more efficient and effective processes within the HR Department that would result in a better customer experience for City employees.</p>
Analysis:	<p>The committee for RFP #23-160 selected ADP as the most responsive bidder. For the past several years, ADP has provided timekeeping, benefits management, and health compliance systems and services to the City of Augusta. With the implementation of the proposed HRIS and Payroll System, the additional capabilities around recruitment, onboarding, employee verification, payroll, and performance management will be added to the system provided by ADP.</p> <p>The existing systems and services provided by ADP cost approximately \$757,959.00 per year. Adding the additional systems and services will increase that yearly cost to approximately \$956,544.00 per year. As well, consolidating these services to one system will eliminate the need for the current recruitment and onboarding system which will result in the recapture of approximately \$46,457.00 per year. Overall, the incremental yearly cost for the ADP Systems and Services will be approximately \$152,128.00 more than is paid now.</p>
Financial Impact:	The estimated one-time implementation cost of \$148,875.00 is to be funded from the 2023 IT Capital Budget (272015410/5424220).

The estimated ongoing yearly cost of \$956,544.00 (which is an incremental increase of \$152,128.00) is to be funded from the HR Operating Budget.

Alternatives:

N/A

Recommendation:

Approve Global Master Services Agreement with ADP to Implement a Comprehensive HRIS and Payroll System

Funds are available in the following accounts:

The project will be funded through the IT Capital budget and the HR Operating budget.

**REVIEWED AND
APPROVED BY:**

N/A



GLOBAL MASTER SERVICES AGREEMENT

Effective Date: _____

As between:

ADP, Inc.

(Referred to in this agreement as "ADP")
One ADP Boulevard
Roseland, NJ 07068

-and-

Augusta, Georgia

(Referred to in this agreement as "Client")
535 Telfair Street, Room 605
Augusta, GA 30901

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement.

- ADP Payroll Services – delivered via ADP Vantage HCM
- Benefit Services – delivered via ADP Vantage HCM
- ADP DataCloud
- Federated Single Sign-On
- Human Resource Administration Services – delivered via ADP Vantage HCM
- ADP Marketplace
- Mobile Solutions
- Talent Acquisition Solutions – delivered via ADP Vantage HCM
- Talent Management Solutions – delivered via ADP Vantage HCM
- ADP Time & Attendance Services (Workforce Manager) – delivered via ADP Vantage HCM
- ADP Compliance on Demand

ADP, Inc.

Augusta-Richmond County

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Garnett L. Johnson

Printed Name

Title

Mayor

Title

Date

Date

Appendices

- Pricing and Financial Terms
- Data Privacy Appendix
- ADP Service Definitions
- Section 3 (Software and System Requirements) of RFP 23-160
- ADP's Response (Software Requirements) to Section 3 (Software and System Requirements) of RFP 23-160
- Supplement to ADP's Response (Software Requirements) to Section 3 (Software and System Requirements) of RFP 23-160
- Service Commitments
- Sample Implementation Schedule

Global Master Terms and Conditions

1. Definitions

1.1. ADP HCM Services.

1.1.1. ADP Payroll Services. Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:

1.1.1.1. ADP Employment Tax Services. Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.

1.1.1.2. Employment Verification Services. Management of employment and income verification requests.

1.1.1.3. Print and Online Statement Services. Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.

1.1.1.4. ADP Wage Garnishment Payment Services. Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.

1.1.1.5. ADP Wage Payment Services. Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case only to the extent the method of payment delivery is available and in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, Wisely Now Services and Pay Card Services.

1.1.1.6. ADP Wage Payment Services – Electronic. A wage payment compliance offering that assists an employer in achieving its goal of adopting a purely electronic payment solution.

1.1.1.7. ADP Compliance on Demand. A workforce management solution that provides clients with access to information and best practice guidance. ADP Compliance on Demand will include access to (1) a self-service library of human resources compliance information, (2) an online community to collaborate with other clients (“Community” feature), (3) Tier 1 human resources professionals available to support and assist clients with their workforce management administration requirements, and (4) Tier 2 compliance experts who are available for up to a total of four (4) contacts per year.

1.1.2. Benefit Services. Benefit-related services made up of the following:

1.1.2.1. ADP Benefits Administration Services. Administration of employee benefits, including the following to the extent in scope: calculating eligibility, managing the annual enrollment process, facilitating online enrollment and changes, calculating payroll deductions, providing data to carriers, and with licensed brokers as applicable, supporting employer-sponsored private exchange offerings and/or employer supplemental benefits.

1.1.2.2. ADP Health Compliance Services. A technology, software, and service solution to assist in managing the compliance needs related to the employer shared responsibility provisions of the Affordable Care Act (ACA), including eligibility calculations, affordability determinations, and regulatory management (provision of notices of coverage; management of exchange notices; preparation, delivery, and filing of annual IRS Forms 1094-C and 1095-C; preparation of state health coverage filings as specified by ADP; and penalty management).

1.1.3. ADP DataCloud. Provide tools to analyze and understand data.

1.1.3.1. Analytics. Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.

1.1.4. Federated Single Sign On. Provide federated single sign-on access from client's portal to ADP application(s).

1.1.5. Human Resource Administration Services. Administration of human resource functions using an integrated system to process and audit employee lifecycle events, provide compliance tracking and reporting including new hire reporting, and automate notification and approval processes via self service / direct access.

1.1.6. ADP Marketplace. Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).

1.1.7. Mobile Solutions. Provide ability for employees and managers to access mobile-relevant features related to certain ADP services (e.g., pay, time, directory, news, retirement, benefits, spending accounts, time off, paycard, and calendar) via smartphones and/or tablet devices.

1.1.8. Talent Acquisition Solutions. Talent acquisition solutions made up of the following:

1.1.8.1. ADP Electronic I-9 Services. Electronic I-9 administration services to help facilitate and manage I-9 and related employment eligibility verification processes.

1.1.8.2. ADP Recruiting Management Services. Talent recruiting management technology, including talent acquisition and onboarding for exempt and non-exempt workforce.

1.1.9. Talent Management Solutions. Technology to facilitate the administration of talent management services, including:

1.1.9.1. ADP Compensation Management. Solutions and tools to administer the compensation planning process.

1.1.9.2. ADP Learning Management. Solutions and tools to facilitate the career and individual development of the workforce through formal and informal learning.

1.1.9.3. ADP Performance Management. Solutions and tools to facilitate the performance management process, including goal alignment and employee engagement.

1.1.9.4. ADP Succession Management. Solutions and tools to facilitate organizational succession planning.

1.1.10. ADP Time & Attendance Services. Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies. Additional options include solutions to assist with more advanced scheduling management, absence management, and activity tracking.

1.2. General

1.2.1. "ADP" has the meaning set forth on the cover page.

1.2.2. “ADP Application Programs” means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.

1.2.3. “ADPCheck” means checks printed and distributed by ADP to Payees pursuant to Client’s direction.

1.2.4. “ADPCheck Services” refers to ADP’s payment of Client’s Payees for Permitted Payments through ADPCheck.

1.2.5. “ADP Direct Deposit Services” means ADP’s full service direct deposit services which includes ADP’s payment of Client’s Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee’s selection.

1.2.6. “ADP I-9 System” means ADP’s I-9 web based system.

1.2.7. “Affiliate” means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, “control” (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client’s Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.

1.2.8. “Agreement” means this Global Master Services Agreement, consisting of the signature page(s), the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.

1.2.9. “Amendment” means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.

1.2.10. “API” means application programming interface.

1.2.11. “Approved Country” means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. A list of Approved Countries for each Service is set forth in the Pricing and Financial Terms.

1.2.12. “Biometric Data” includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.

1.2.13. “Biometric Identifier” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

1.2.14. “Biometric Information” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.

1.2.15. “Biometric Services” means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.

1.2.16. “Biometric User” means Client’s employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data.

1.2.17. “Business Day” means any day, except a Saturday, Sunday or a day on which ADP’s bank is not open for business in the applicable jurisdiction where services are provided by ADP.

1.2.18. “Cardholder” means the Payees of Client who receive a Pay Card.

1.2.19. “Client” has the meaning set forth on the cover page.

1.2.20. “Client ACA Liaison” has the meaning set forth in Section 14.6.1.

1.2.21. “Client Content” means all information and materials provided by the Client Group, their agents or employees, regardless of form.

1.2.22. “Client Group” means Client and Client’s Affiliates listed in in the Pricing and Financial Terms appendix who are authorized to receive the Services.

1.2.23. “Confidential Information” means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.

1.2.24. “Cost Reimbursement Fee” means those amounts set forth in the Pricing and Financial Terms to be paid to ADP in the event Client terminates any Services prior to the expiration of the Initial Term, other than for material breach pursuant to Section 12.2.

1.2.25. “Covered Services” has the meaning set forth in Section 14.5.1.

1.2.26. “Data Security Breach” means any incident that impacts the confidentiality, integrity, or availability of Personal Data, such as unauthorized use or disclosure of Personal Data, or unauthorized access to Personal Data, that compromises the privacy or security of the Personal Data.

1.2.27. “Documentation” means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.

1.2.28. “DHS” means the U.S. Department of Homeland Security.

1.2.29. “Effective Date” has the meaning set forth on the cover page.

1.2.30. “Electronic Check” means the electronic check provided by ADP, when issued in connection with ADP Wage Payment Services - Electronic, that can be used as a self-issued standalone payroll check made payable for full net wages per the Employer Guidelines.

1.2.31. “Employer Guidelines” means the requirements and operating procedures which govern the provision and use of the ADP Wage Payment Services – Electronic set forth by ADP and subject to change from time to time and incorporated herein by reference.

1.2.32. “ERISA” means Employee Retirement Income Security Act of 1974, as amended.

1.2.33. “E-Verify” means the DHS’s employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.

1.2.34. “FCRA” means the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.

1.2.35. “Form I-9” means the employment eligibility verification form issued by the DHS.

1.2.36. “Global Master Terms and Conditions” means the terms and conditions contained in the main body of this document following the signature page(s).

1.2.37. “Go-Live Date” means the date of commencement of the first “live” processing of a given Service.

1.2.38. “Gross Negligence” means (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention.

1.2.39. “I-9 Handbook” has the meaning set forth in Section 14.3.1.2.

1.2.40. “I-9 Paper Conversion” has the meaning set forth in Section 14.3.2.

1.2.41. “Identifying Credentials” has the meaning set forth in Section 14.5.1.

1.2.42. “Identity Verification Documents” means the documents that meet the federal requirements for verifying a Payee’s identity and eligibility to work in the U.S. (e.g., (i) a passport, (ii) a U.S. issued driver’s license or picture identification card issued by a state or U.S. federal agency and social security card, or (iii) a U.S. issued driver’s license and birth certificate).

1.2.43. “Implementation Services” means the Services to be performed in order to commence ongoing Services.

1.2.44. “Improvements” has the meaning set forth in Section 5.4.

1.2.45. “Initial Term” has the meaning set forth in Section 12.1.

1.2.46. “Intellectual Property Rights” means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

1.2.47. “Internal Business Purposes” means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.

1.2.48. “Issuing Bank” means the financial institution selected by ADP that issues the Pay Card.

1.2.49. “NACHA” means the National Automated Clearing House Association.

1.2.50. “Participants” has the meaning set forth in Section 14.5.1.

1.2.51. “Payee” means any intended recipient of payments under the Payment Services and may include Client’s employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client’s employees and independent contractors.

1.2.52. “Payment Services” means Services that involve electronic or check payments being made by ADP to third parties on Client’s behalf and at its direction.

1.2.53. “Pay Card” means the pre-paid card issued to Client’s Payees for Permitted Payments.

1.2.54. “Pay Card Services” refers to ADP’s payment of Client’s Payees through a Pay Card issued by the Issuing Bank.

1.2.55. “Permitted Payment” means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.

1.2.56. “Personal Data” means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity.

1.2.57. “Plan” means Client’s plan, including a group health plan, as identified by Client for the applicable Services.

1.2.58. “Plan Administrator” means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414(g) of the Internal Revenue Code of 1986, as amended.

1.2.59. “Regulation E” means the Federal Reserve Board, Regulation E (12 CFR 1005).

1.2.60. “Renewal Term” has the meaning set forth in Section 12.1.

1.2.61. “SAML” has the meaning set forth in Section 14.5.2.2.

1.2.62. “Services” means the services listed on the cover page of this Agreement (including Implementation Services related thereto and ADP Application Programs), as may be further described in the Service Definition, if applicable, and such other services as the parties may agree to be performed from time to time.

1.2.63. “SOC 1 Reports” has the meaning set forth in Section 9.1.

1.2.64. “Term” means the Initial Term together with each Renewal Term, if any.

1.2.65. “Time & Attendance Hardware” means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services. Hardware may be purchased or provided on a subscription basis.

1.2.66. “Transition Services” has the meaning set forth in Section 13.1.

1.2.67. “Unauthorized Third Party” means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.

1.2.68. “USCIS” has the meaning set forth in Section 14.3.1.2.

1.2.69. “User” means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.

1.2.70. “Verification Agent” has the meaning set forth in Section 14.4.1.

1.2.71. “Verification Data” has the meaning set forth in Section 14.4.1.

1.2.72. “Verifiers” has the meaning set forth in Section 14.4.1.

1.2.73. “Wisely Now” means single-instance payment services provided through the electronically-funded, employer-authenticated paper check that Client may use to pay employee net wages and other compensation.

2. Provision and Use of Services

2.1. Provision of Services. ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent, and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP’s performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client’s responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.

2.2. Cooperation. ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.

2.3. Use of Services. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Countries. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.

2.4. Errors. Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client’s records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.

2.5. Records. Unless expressly included as a part of the Services, and without prejudice to ADP’s obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client’s record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client’s internal policies.

3. Compliance

3.1. Applicable Laws. Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.

3.2. Design of the Services. ADP will design the Services, including the functions and processes applicable to ADP’s performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of Implementation Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

3.3. Online Statements. If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

3.4. Pay Card Services. Notwithstanding anything to the contrary in Section 3.2, ADP shall be responsible for compliance with requirements of Regulation E applicable to financial institutions with respect to prepaid card accounts, provided Client will fulfill the compliance responsibilities of Regulation E that Client controls, including: (a) Client will distribute to its Payees all documentation (including without limitation, Pay Card fee schedule and Cardholder Terms and Conditions) that ADP makes available to Client for distribution purposes, and (b) Client will not mandate or unduly influence that any Payee receive Permitted Payments only on the Pay Card; in lieu of such mandate, Client will provide to Payees other legally permissible options for payment of Permitted Payments. Client agrees that it will not rely solely on its use of the Pay Card Services in complying with any laws and governmental regulations and that it will comply with the financial industry rules and compliance standards imposed by various card/payment networks or associations (e.g., related to such things as card security and fraudulent or impermissible use of Pay Cards).

3.5. Data Privacy Appendix. The Data Privacy Appendix is attached as an appendix to this Agreement.

4. Confidentiality

4.1. General. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client Group's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client Group's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. If ADP agrees to a Client request to provide ADP Confidential Information to a third party vendor of Client, Client will cause such third party to (i) use at least the same degree of care, discretion and diligence in protecting the ADP Confidential Information as the third party is required to use with respect to Client Group's Confidential Information, but in any event no less than a reasonable standard of care in protecting the ADP Confidential Information; and (ii) use the ADP Confidential Information solely for providing services to Client for Client's internal operations. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

4.2. Return or Destruction. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement,

such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5. Intellectual Property

5.1. Client IP Rights. Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client retains ownership of all Client Content. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2. ADP IP Rights. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the Pricing and Financial Terms. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

5.3. Ownership of Reports. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4. Improvements. ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively “Improvements”) if and as they are made generally available by ADP at no additional cost to ADP’s other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

5.5. Third Party Software. Notwithstanding Sections 5.1 through 5.4, ADP Time & Attendance Services component of ADP Vantage HCM shall be subject to the additional licensing or access terms set forth at www.adp.com/wfmlicenseterms.

5.6. ADP Application Program IP Infringement. ADP will not provide Client Group with any Application Programs that when used in accordance with the terms of this Agreement infringe upon any Intellectual Property Rights of a third party in an Approved Country.

5.7. Client Infringement Event. Client Group will not, nor will it direct any third-party on its behalf to, use or make any change or enhancement to the Services other than at the direction of, or as approved by, ADP. Client Group will use the most current release or version of any computer software programs included in the ADP Application Programs and use any corrections or enhancements provided by ADP to the ADP Application Programs.

5.8. Provision of Client Content. Client Group will not provide ADP with Client Content which when used by ADP as contemplated by the Agreement gives rise to a cause of action against ADP.

6. Reserved

7. Limit on Liability

7.1. Ordinary Cap. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, ADP's aggregate liability in any calendar year shall exceed an amount equal to 12 times the average ongoing monthly Services fees paid by Client during such calendar year for all Services (the "**Ordinary Cap**").

7.2. Extraordinary Cap. As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Data Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an amount equal to an additional 12 times the average ongoing monthly Services fees paid by Client during such calendar year for all Services (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall ADP's aggregate liability in any calendar year under this Agreement exceed an amount equal to 24 times the average monthly ongoing Services fees paid by Client during such calendar year for all Services.

7.3. Matters not Subject to the Cap. The foregoing limits on liability shall not apply to the following:

7.3.1. Client's funding obligations in connection with the Payment Services;

7.3.2. Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;

7.3.3. In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;

7.3.4. Either party's gross negligence, or willful, criminal or fraudulent misconduct;

7.3.5. The infringement indemnity set forth in Sections [Error! Reference source not found.6-1](#) and [Error! Reference source not found.6-2](#);

7.3.6. Client's biometrics indemnity set forth in Section 14.10.2.2;

7.3.7. Client's obligations to pay the fees for Services; and

7.3.8. ADP's obligations to provide credit monitoring as set forth in Section 10.2.

7.4. Mitigation of Damages. ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.5. No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER

CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) gross negligence or willful, criminal or fraudulent misconduct, (ii) damages or losses resulting from Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8. Warranties and Disclaimer

8.1. Warranties.

8.1.1. Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.1.2. Client represents and warrants that it has received proper legislative authorization to enter into this Agreement and to receive the Services to be provided hereunder, at the prices set forth herein, by ADP.

8.1.3. Client represents and warrants that the ADP Time & Attendance Services will only be used within the state of Georgia by citizens of the state of Georgia.

8.2. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9. Security and Controls

9.1. Service Organization Control Reports. Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

9.2. Business Continuity; Disaster Recovery. ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

9.3. Data Security. ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental, unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws.

In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.

9.4. Unauthorized Third Party Access. Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10. Data Security Breach

10.1. Notification. If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

10.2. Other ADP Obligations. In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11. Payment Terms

11.1. Client will pay to ADP the fees and other charges for the Services as set forth in the Pricing and Financial Terms.

12. Term; Termination; Suspension

12.1. Term. In accordance with Georgia Law regarding multi-year contracts, the Initial Term of this Agreement shall begin on the Effective Date and shall continue through December 31st of the year of the date of execution (the "Initial Term"). The Agreement shall: (i) terminate absolutely and without further obligation on the part of parties (other than payment by Client to ADP for Services rendered prior to the termination) each and every December 31st at 11:59 pm, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in this Agreement; (ii) automatically renew on each January 1st at 12:00 am (each, a "Renewal Term"), unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely (other than the requirement of payment by Client to ADP for Services rendered prior to the termination), with no further renewals, on December 31, 2028, unless further extended by written amendment signed by the parties.

12.2. Termination. Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within 60 days following notice thereof. In addition: (i) ADP may terminate this Agreement or the affected Services in the event (a) Client fails to timely pay fees for Services performed within 10 days following notice that such fees are past due, (b) the provision of Services to Client causes or will cause ADP or its Affiliates to be in violation of any sanction laws applicable to ADP or its Affiliates (such termination shall be effective immediately upon written notice); and (ii) Either party may terminate this Agreement or any Service for any reason for its convenience upon 180 days' notice to the other party and payment of the Cost Reimbursement Fee (if applicable) and Deferred Fee (if applicable), each as set forth in the Pricing and Financial Terms. Termination by either party will not affect any cause of action of either party against the other party then existing or

which may thereafter accrue.

12.3. Suspension. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP **(A)** immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery set forth in the Pricing and Financial Terms as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and **(B)** with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are suspended or terminated pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are suspended or terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which has not been paid or reimbursed by Client. If the Payment Services remain suspended for 30 days, the affected Payment Services shall be deemed terminated on the 31st day following suspension.

12.4. Additional Termination Provisions.

12.4.1. Additional Termination Provisions for ADP Employment Tax Services. If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access.

12.4.2. Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

12.4.3. Additional Termination Provisions for ADP Health Compliance Services. Either party may, upon notice to the other, terminate all or any portion of the ADP Health Compliance Services if, in the case of ADP, ADP determines that it can no longer perform its obligations due to changes in or application of applicable law or if, in the case of Client, Client determines that it can no longer receive or have a need to receive all or a portion of the ADP Health Compliance Services due to changes in or application of applicable law.

12.4.4. Additional Termination Provisions for Pay Card Services. In addition to any other terms and conditions of the Agreement, ADP may terminate the Pay Card Services as follows: (i) the Pay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days' notice to Client if ADP or the Issuing Bank believes that any changes in any card network rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the Pay Card Services (or any feature thereof) in such jurisdiction; or (ii) the Issuing Bank cancels the Pay Cards issued on behalf of Client (e.g., due to Client's non-compliance with its obligations) or advises ADP that it is no longer willing to service the Pay Card, provided that in such later instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing the Pay Card Services during such search for a successor Issuing Bank.

12.4.5. Additional Termination Provisions for ADP Time & Attendance Services. If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

12.4.6. Additional Suspension for ADP Compliance on Demand. ADP may, in its sole discretion, immediately suspend access to ADP Compliance on Demand without prior notice to Client in the event Client posts or otherwise distributes any content online that is (i) inappropriate or otherwise objectionable, (ii) potentially violates the privacy or publicity right of a third party, or (iii) advertises any other site or business. In the event Client continues to post or distribute such content after access to ADP Compliance on Demand is restored, ADP shall have the right to terminate ADP Compliance on Demand.

13. Transition Services

13.1. Scope. Upon expiration or termination of the Services, subject to Sections 13.2 and 13.3, ADP shall provide Client and its designee(s) with reasonable transition services (“**Transition Services**”) consisting of continuation of the terminated Services and, if requested by Client and mutually agreed by the parties in writing, any additional services (including technical assistance) that will be delivered at ADP’s then prevailing rates. In connection with the Transition Services, ADP will not be required to provide any third party with access to ADP’s systems, intellectual property or any Confidential Information of ADP.

13.2. Performance of Obligations. During the provision of Transition Services, ADP and Client shall continue to perform their respective obligations under this Agreement, including, with respect to ADP, the provision of ongoing Services to Client and with respect to Client, the payment of all fees for such Services specified in the Pricing and Financial Terms.

13.3. Past Due Amounts. If ADP has terminated this Agreement due to Client’s failure to pay fees, ADP’s provision of Transition Services will be subject to Client’s payment of all past due amounts and ADP may require Client to prepay for any Transition Services.

14. Additional Terms

14.1. Benefit Services. The following additional terms and conditions apply to the Benefit Services:

14.1.1. Benefits Liaison. Client shall designate in writing to ADP one or more contacts for the Benefit Services (“**Client Benefits Liaison**”), and such Client Benefits Liaison shall have the authority to (i) provide information, instructions and direction on behalf of the Client, each Plan Administrator and, if applicable, each “fiduciary” as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services.

14.1.2. Compliance of Benefit Plans. Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Plans with such laws.

14.1.3. Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE “ADMINISTRATOR” OR “PLAN ADMINISTRATOR” AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A “FIDUCIARY” WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A “HEALTH CARE CLEARINGHOUSE” WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED (“HIPAA”) AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. ADP SHALL NOT

EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

14.2. ADP Employment Tax Services. The following additional terms and conditions apply to the ADP Employment Tax Services:

14.2.1. Important Tax Information (IRS Disclosure) for U.S. Only. Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

14.3. ADP Electronic I-9 Services. The following additional terms and conditions apply to the ADP Electronic I-9 Services.

14.3.1. Use of Services. Client shall, and cause the members of the Client Group, receiving the ADP Electronic I-9 Services to do the following:

14.3.1.1. Review and comply with the guidelines contained in ADP's I-9 Client Administrator's Guide, available to Client on the ADP I-9 System, and any superseding guidelines issued by ADP from time to time.

14.3.1.2. Review the U.S. Citizenship and Immigration Services ("USCIS") Form I-9, including instructions in the form and the guidelines in the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274) (the "**I-9 Handbook**"), each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.

14.3.1.3. Client is responsible for reviewing reports available to Client on the ADP I-9 System and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Form I-9s. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.

14.3.1.4. To the extent Client has not provided to ADP the minimally required employee data for the ADP Electronic I-9 Services through an integration with ADP or another third party product, load such data to the ADP I-9 System on no less than a monthly basis.

14.3.1.5. If Client elects to enroll in E-Verify through ADP:

14.3.1.5.1. Notify ADP (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.

14.3.1.5.2. Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

14.3.1.5.3. Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the ADP I-9 System.

14.3.1.5.4. To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of Section 14.3.1.5.

14.3.1.5.5. Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.

14.3.1.5.6. Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

14.3.2. I-9 Paper Conversion. If Client requests ADP to convert paper Form I-9s and files to electronic format (the "**I-9 Paper Conversion**"), Client shall provide to ADP legible and readable photocopies of the completed paper Form I-9s and ADP will scan such forms into the ADP I-9 System. Once ADP verifies that the photocopied Forms I-9s are entered into the ADP I-9 System, ADP will destroy such forms. Client understands and agrees that ADP is not responsible for storing or maintaining any original paper Form I-9s. Client further understands and agrees the I-9 Paper Conversion is not a part of and shall not be included in any implementation/set up services.

14.3.3. Form I-9 Retention. During the term of the Agreement, and subject to Client's compliance with Section 14.3.1.4, ADP will store electronic copies of Form I-9s in the ADP I-9 System for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, (i) ADP shall use commercially reasonable methods to transfer all electronically stored Form I-9s to Client in accordance with ADP's current security policies; and (ii) Client shall arrange to retrieve, at Client's expense, any original paper Form I-9s in ADP's possession. If Client has not retrieved such original paper Form I-9s within 90 days after termination or expiration of this Agreement, ADP shall have no obligation to retain any such paper Form I-9s further and may destroy such original paper Form I-9s in its possession after such 90 day period.

14.4. Employment Verification Services; Employee Authorized Disclosure. The following additional terms and conditions apply to the Employment Verification Services and Employee Authorized Disclosure:

14.4.1. Employment Verification Services. Client authorizes ADP and its subcontractors through which Employment Verification Services are performed ("**Verification Agents**") to disclose, on Client's behalf, employment, job and income information and Personal Data ("**Verification Data**"), to commercial, private, non-profit and governmental entities and their agents (collectively, "**Verifiers**"), who wish to obtain or verify any of Client's current or former employees and independent contractors' Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the individual's consent to such disclosure or who utilize a salary key ("Employment Verification Services"). In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the individual has applied for a benefit (such as credit, employment or social services assistance); (ii) the individual has obtained a benefit and the Verifier is seeking to (a) determine whether the individual is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the individual in connection with the benefit; or (c) the Verifier is otherwise entitled under FCRA to obtain Verification Data. In certifying they have a record of the individual's consent, Verifiers generally rely on the individual's signature on the original application as authorization for the Verifier to access the individual's

income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

14.4.1.1. Data Quality. If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate Verification Data using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update its system with the applicable Verification Data available on ADP's payroll processing system.

14.4.1.2. Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers"). Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumerfinance.gov/rules-policy/regulations/1022/m/>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

14.4.1.3. Archival Copies. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of these Employment Verification Services, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's current and former employees and independent contractors and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

14.4.2. Employee Authorized Disclosure. ADP may use or disclose Personal Data of a Client's current or former employee or independent contractor where such individual requests or consents to such use or disclosure (e.g., to verify the individual's identity in connection with a bank account application) ("Employee Authorized Disclosures").

14.4.3. Continuation of Services. Client understands and agrees that Verification Data and/or Personal Data provided by Client or its vendors in connection with the Services may be used, subject to the terms and conditions of this, Section 14.4 to provide Employment Verification Services and, at the individual's request, Authorized Disclosures after this Agreement expires or is terminated.

14.5. Federated Single Sign On. The following additional terms and conditions apply to Single Sign On:

14.5.1. Services Covered by Federated Single Sign On. ADP will provide Client with federated single sign on capabilities ("FSSO") that will allow Client to internally control the identity management and procedures with respect to end user provisioning/de-provisioning, authenticating, authorizing and enabling its designated employees ("Participants") to access certain Services that involve electronic communication between ADP and designated employees of Client via internet or similar computerized means (the "Covered Services") without utilizing ADP's identity management system and procedures. ADP shall accept the credentials (as more fully described below, the "Identifying Credentials") of each Participant as accurately identifying the Participant and then provide the latter with access to the Covered Services.

14.5.2. Authentication/Authorization.

14.5.2.1. Client shall be responsible for the establishment, implementation and oversight of the rules, requirements and procedures relating to the provisioning, de-provisioning, distribution, selection, use and safeguarding of the Identifying Credentials (such as the user ID and passwords) and for the verification of the identity of each Participant and its respective level of access authorization for each Covered Service. Client shall utilize at least 'standard industry practices' in regards to password policies, user provisioning and de-provisioning, and the creation of persistent, unique and static user ID's, and therefore ADP shall not have any responsibility to

authenticate Participants or otherwise verify their identity or authorized access levels (but ADP shall nonetheless retain the right to reject assertions as provided in the following paragraph).

14.5.2.2. The FSSO shall utilize “Security Assertion Mark-up Language” (“**SAML**”) or Open ID Connect (OIDC) and the processes required thereby, or any other method mutually agreed by the parties in writing. Client is responsible for procuring at its expense all hardware and software necessary to utilize the FSSO. The assertion exchange between Client and ADP will be performed through the use of industry accepted encryption for public networks for internet based communication encryption. ADP reserves the right to further the security of the assertions through the use of such technologies that support digital signing. Client shall digitally sign the assertion being provided to ADP. ADP shall provide Client with the information to be collected, transmitted and validated as part of the assertion messages under the FSSO. ADP reserves the right to reject any such assertions based upon the contents of such assertions or upon any applicable ADP policies or access controls.

14.5.2.3. Client administrators may be required to register with ADP’s identity management services in order to access administrative functionality.

14.5.2.4. Upon request, Client can configure ADP FSSO in a third party identity provider (the “**IDP**”). Client shall ensure that the IDP adheres to all FUI Features documented herein and ADP policies and procedures, and will be fully responsible for any actions or activities by or relating to such IDP. Client will ensure that such IDP cooperates fully with any requests by ADP in connection with such review. ADP may, in its sole discretion, review or reject use by Client of any IDP or any assertions provided by such IDP at any time.

14.5.3. Implementation.

14.5.3.1. ADP and Client shall work with each other in order to coordinate the testing and implementation of the FSSO, including any required idle timeout, account linking, session management, global logout techniques, as well as end-user support process. The Client end-user support shall act on behalf of the Participants to investigate and answer any inquiries which may result from, relate to or be affected by the implementation or utilization of the FSSO.

14.5.3.2. Client shall provide reasonable cooperation to assist with any additional network security features reasonably determined by ADP to be necessary to enhance the FSSO.

14.5.3.3. Client shall promptly notify ADP of any security breach of the Client’s internal system which provisions and/or stores the Participants credentials to access the Covered Services through the FSSO. To the extent permitted by applicable law, Client shall keep appropriate access logs for at least six months from each access and provide any such relevant extracts of log data to ADP in the event of a security incident. Furthermore, Client shall cooperate with ADP in addressing any security breaches and or emergencies as reasonably requested by ADP.

14.5.4. Transition. In the event of termination of the FSSO in accordance with Section 12.2, ADP shall use reasonable efforts, in cooperation with Client, to convert the provision of the then continuing Covered Services to ADP’s standard security authentication systems, but ADP shall not be responsible for any consequences or damages to Client resulting from unavailability of the Covered Services to Client or Participants while such reasonable efforts are being made by ADP.

14.6. ADP Health Compliance Services. The following additional terms and conditions apply to the ADP Health Compliance Services.

14.6.1. Client ACA Liaison. Client shall designate in writing to ADP the name of at least one person who shall serve as ADP’s principal designated contact for the ADP Health Compliance Services (the “**Client ACA Liaison**”). The Client ACA Liaison(s) shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the

Agreement in connection with the ADP Health Compliance Services. Client shall designate alternate Client ACA Liaisons in the event the principal Client ACA Liaison(s) is not available.

14.6.2. Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE “ADMINISTRATOR” OR “PLAN ADMINISTRATOR” AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A “FIDUCIARY” WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT’S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE ADP HEALTH COMPLIANCE SERVICES, THE APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

14.6.3. Client Vendors. Client will at its own cost cause its third party vendors to send data to and receive data from ADP as required for ADP to provide the ADP Health Compliance Services. Client shall reimburse ADP for any costs relating to transmissions of data from and/or to such third party vendors.

14.6.4. Important Tax Information (IRS Disclosure): Notwithstanding Client’s engagement of ADP to provide the ADP Health Compliance Services, please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department’s Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477.

14.6.5. Additional Requirements. ADP may modify the ADP Health Compliance Services to assist ADP in complying with its obligations.

14.7. ADP Marketplace and use of APIs.

14.7.1. Disclaimer. ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.7.2. Transmitting Information to Third Parties. In the event that Client elects to use an application programming interface (“API”) to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.7.3. Use of the ADP APIs. Client will use the ADP APIs to access Client’s information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client’s application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or

other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

14.8. Payment Services. The following additional terms and conditions apply to the Payment Services:

14.8.1. Client Credentialing. Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.

14.8.2. Additional Requirements. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

14.8.3. Funding Obligations. Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.

14.8.4. Investment Proceeds; Commingling of Client Funds. IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.

14.8.5. Recovery of Funds; Manual Checks; Stop Payment Requests. Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.9. ADP Recruiting Management Services. The following additional terms and conditions apply to the ADP Recruiting Management Services:

14.9.1. Hiring Practices. Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.

14.9.2. Vendors. Client shall be exclusively responsible all access and use of the ADP Recruiting Management Services by its vendors and such vendors' compliance with the terms of this Agreement.

14.10. ADP Time & Attendance Services. The following additional terms and conditions apply to the ADP

Time & Attendance Services:

14.10.1. Time & Attendance Hardware.

14.10.1.1. If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.

14.10.1.2. Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not returned within 30 days of termination, Client agrees to purchase same at fair market value.

14.10.2. Biometric Services. Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this Section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

14.10.2.1. Requirements for Receipt of Biometric Services. Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):

14.10.2.1.1. Client Biometric Information Policy. Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

14.10.2.1.1.1. a retention schedule and guidelines for permanently destroying Biometric Data;

14.10.2.1.1.2. a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and

14.10.2.1.1.3. any additional requirements as required by potentially applicable law.

14.10.2.1.2. Biometric User Notice and Consent. Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

14.10.2.1.2.1. notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and

attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

14.10.2.1.2.2. obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

14.10.2.1.2.3. if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

14.10.2.1.3. **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

14.10.2.1.4. **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

14.10.2.2. Reserved.

14.10.2.3. Third Party Beneficiary. Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

14.11. ADP Wage Garnishment Payment Services. The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:

14.11.1. Description of Services. ADP will act solely in the capacity of a third party service provider of payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow, and/or documents, including documents populated with Client Content, for Client's use and ADP shall not be responsible for compliance of such documents. The ADP Wage Garnishment Payment Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.

14.11.2. Client's Use of Services. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date.

14.12. ADP Wage Payment Services . The following additional terms and conditions apply to ADP Wage Payment Services:

14.12.1. ADPCheck Services. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. With respect to ADPChecks drawn on an

ADP bank account, to request a stop payment, Client shall request such stop payment within the ADP system, and ADP shall place a stop payment order in accordance with its standard operating procedures.

14.12.2. Pay Card Services. To the extent received, Client will be responsible for securing all welcome kits to prevent unauthorized access or use.

14.12.2.1. Cardholder Set-Up. Client will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and procedures required by the Issuing Bank or ADP. Client shall provide the appropriate card kit to Payees (i.e., payroll card kit for employees paid wages, commissions, or similar compensation and non-employee card kits for independent contractors). Further, Client shall obtain all necessary consents of each Payee (including those switching from another paycard program) included in submitted set-up data that is required under applicable law and rules, including NACHA, for Payee to (i) receive payments from Client on its Pay Card and (ii) participate in the Pay Card Services, and Client is responsible for reviewing and confirming that all enrollment information supplied to ADP is accurate and complete.

14.12.2.2. Prior to set-up of any Payee on the Cardholder database and distribution of a Pay Card to the Payee, Client will verify the Identity Verification Documents. Client shall obtain from the Payee and provide to ADP the following information: (a) name; (b) residential address (a P.O. Box is not acceptable); (c) date of birth; (d) social security number; and (e) personal telephone number. Client agrees to provide any additional information as may be required by ADP or the Issuing Bank. Client will not provide a Pay Card to individuals outside the United States without the express written consent of ADP. Client further agrees that ADP or Issuing Bank (directly or through a subcontractor) may seek identity information and legal documentation directly from the Payee to verify the identity of any Payee and that a Payee may be denied Pay Card Services for several reasons, including failure to validate the personal information of the Payee. For each Cardholder, Client will make and preserve either of the following: (1) a copy of the Identity Verification Documents; or (2) a description of the Identity Verification Documents, noting the date reviewed, type of document, and if applicable, the document's identification number, place of issuance and issuance and expiration date, provided Client will preserve a copy of all Identity Verification Documents for Payees who are form 1099 independent contractors. Client shall retain such documentation during the time that such Payee is a Cardholder until the earlier of (x) five years from termination of Client's obligation to make payments to such Payee or (y) five years from termination of such Payee's Pay Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and Client shall retain such documentation for such longer retention period.

14.12.2.3. Enrolling Employees for Cards. Prior to providing Payee's information to ADP to issue a permanent Pay Card or Client enrolling a Payee for an instant issue Pay Card, Client shall provide each Payee with the notice required under the USA Patriot Act which reads as follows: **"IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a prepaid card account, we may require your name, address, date of birth, social security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank.

Prior to or in conjunction with distributing a Pay Card to any Payee, if applicable, Client shall remove the account routing information from the card kit. Client shall not, disclose or make available any such account routing (ABA/DDA) number to any Payee and shall always direct Payees to the Cardholder services telephone number to obtain such account routing (ABA/DDA) number. Payees must accept the Cardholder Terms and Conditions, and the Pay Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions. Client will provide Cardholders with any other information and materials regarding the Pay Card Services provided to it from time to time as determined by ADP. The amounts to be loaded to each Cardholder's

Pay Card will be provided to ADP by Client through one of ADP's standard payroll transmission methods available to Client or another means agreed to by ADP and Client. Wages loaded to a Pay Card do not expire.

14.12.2.4. Pay Card Status, Services and Communications. Client is responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Pay Card has not been activated, has terminated, cancelled or is in inactive status and even if a Payee has consented to receive their Permitted Payments by the Pay Card. Client will direct Cardholders to ADP's Cardholder services with respect to any Card inquiries, to resolve all disputes regarding their Pay Card and to report any lost or stolen Pay Cards, provided Client will resolve disputes by Cardholders regarding amounts credited or debited to the Pay Cards at the request of Client (e.g., credits as a result of payroll). Client understands that it is not entitled to access or review any Cardholder transaction information and that it has no right to draw back any amounts funded to the Pay Card other than due to an error. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy notice, ADP may provide certain Cardholder transaction information to Client. Cardholders may receive notices, mailings and other communications related to the Card and Card features (e.g., secondary cards, card portability, reward programs, etc.) from or on behalf of ADP or the Issuing Bank.

14.12.2.5. Issuing Bank. All Pay Cards issued to Cardholders are the property of the Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with the Issuing Bank's Cardholder Terms and Conditions. The Pay Card Services may be modified as required by the Issuing Bank and as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations, including legal and regulatory obligations.

14.12.2.6. Cardholder Fees. Client acknowledges that separate fees as set forth on the fee schedule provided in the card kit prior to activation of the Pay Card will be applied to the Pay Card and are the responsibility of the Cardholder. Such Cardholder fees are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Pay Cards.

14.12.2.7. Information Requests. Client agrees that upon prior notice from ADP or the Issuing Bank, ADP, the Issuing Bank and any regulatory authorities with jurisdiction over the Issuing Bank or ADP shall have the right to inspect Client's books and records related to Client's use of the Pay Card Services and Client's performance of its obligations with respect thereto.

14.12.2.8. Third Party Beneficiary. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that the Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement, but solely as it relates to the Pay Card Services, and is entitled to enforce each of the applicable provisions against Client as well as the limit on liability provisions of Section 7 of the Global Master Terms and Conditions, including in equity and in law, as if it or they were a party hereto.

14.12.3. Wisely Now Services. Client will be responsible for securing any Wisely Now check stock provided by ADP to prevent unauthorized access or use. Each Wisely Now payment can only be utilized for payments up to a maximum of \$10,000, and ADP reserves the right to adjust this maximum amount.

14.12.3.1. Payee Set-Up. Client is responsible for setting up Client's work locations to ensure that the appropriate Wisely Now checks are available to Client. Client shall set-up each Payee as a Wisely Now Payee in the administrative tool provided by ADP at the applicable work location for such Payee and provide the required Payee information. Client shall set up such Payee each time Client issues a Wisely Now payment to such Payee.

14.12.3.2. Client Obligations. Client shall only use Wisely Now Services to pay net wages or other compensation to Client's employees. Client shall only use Wisely Now check stock specifically designated for the Wisely Now services. Client is also responsible for any damages related to any theft or misappropriation of any Wisely Now check, including by Client, its employees or payees.

14.12.3.3. Use of Services. Client shall fully administer the Wisely Now services in accordance with ADP instructions and timelines, including full completion of Wisely Now check and detachment of the top portion of the Wisely Now check before providing such check to any Payee.

14.12.3.4. Stop Payment. To request a stop payment on a Wisely Now check, Client shall provide ADP with a stop payment order in the form and manner directed by ADP, and ADP shall place a stop payment order or reversal in accordance with its standard operating procedures. Client acknowledges that a stop payment order doesn't guarantee that the check won't be negotiated by the Payee, and as such, Client agrees that it will remain responsible for any use.

14.13. ADP Wage Payment Services – Electronic. In addition to the terms and conditions applicable to ADP Wage Payment Services, the following terms and conditions apply to ADP Wage Payment Services – Electronic:

14.13.1. Use of Services. Client will implement and utilize the ADP Wage Payment Services – Electronic as directed by ADP and/or the Issuing Bank. Client shall comply with the requirements set forth in the Employer Guidelines and shall be responsible for all choices it makes in implementing the ADP Wage Payment Services – Electronic as directed in the Employer Guidelines. Those Payees who do not choose the Pay Card or direct deposit will be required to receive their Permitted Payments via the Electronic Check.

14.13.2. Welcome Kit Distribution, Electronic Check and Safekeeping.

14.13.2.1. For Payees who do not choose direct deposit, Client shall provide such Payees with a complete welcome kit which includes the Electronic Check, Pay Card, Card Fee Schedule, Cardholder Terms and Conditions and Privacy Notice. To the extent received, Client will be responsible for securing all Electronic Checks to prevent unauthorized access or use.

14.13.2.2. The Electronic Check can only be utilized for payments up to a maximum of \$2,500 and ADP reserves the right to adjust this maximum amount. Client will set up locations and individual Payees receiving Electronic Checks within the administration tool based on Payee work site states to ensure that welcome kits with appropriate Electronic Checks are available at employee work sites. Client is responsible for any theft or misappropriation of any Electronic Check prior to a valid and authorized issuance and distribution to a Payee and for any amount paid on an Electronic Check in excess of the amount Client was obligated to pay Payee who utilized the Electronic Check.

14.14. ADP Compliance On Demand

14.14.1. Compliance Assistance. Client will have access to certain human resources or compliance professionals who may, in ADP's sole discretion, provide reasonable guidance or best practice recommendations to Client which Client may choose to follow. Client assumes all responsibility and risk arising from its use and reliance upon such recommendations. ADP may require Client to include its legal counsel in communications with such professionals. The ADP Compliance on Demand Services are not a substitute for advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship between ADP and Client exists or will be formed as part of the Services. ADP may discontinue access to human resources and compliance professionals in its discretion.

15. Miscellaneous

15.1. Amendment. Except as set forth in the Change Control Procedures set forth in the Pricing and Financial Terms, this Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client. ADP acknowledges that this Agreement and any changes to it by amendment, modification, change order, or other similar document may have required or may require the legislative authorization of Client's Board of Commissioners and approval of the Mayor. Under Georgia law, ADP is deemed to possess knowledge concerning Client's ability to assume contractual obligations and the

consequences of ADP's provision of goods or services to Client under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that ADP may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ADP agrees that if it provides goods or services to Client under a contract that has not received proper legislative authorization or if ADP provides goods or services to Client in excess of the any contractually authorized goods or services, as required by Client's Charter and Code, Client may withhold payment for any unauthorized goods or services provided by ADP. ADP assumes all risk of non-payment for the provision of any unauthorized goods or services to Client, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Client, however characterized, including, without limitation, all remedies at law or equity.

15.2. Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3. Additional Documentation. In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

15.4. Subcontracting. Notwithstanding Section ~~15.215.2~~, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.5. Entire Agreement; Conflict of Terms. This Agreement, including the attachments hereto, constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. These Global Master Terms and Conditions will prevail and control in the case of conflict or inconsistency between these Global Master Terms and Conditions and any exhibit, annex, appendix or schedule. Additionally, in the event of a conflict or inconsistency between the ADP Service Definitions, Section 3 (Software and System Requirements) of RFP 23-160 and ADP's Response to Section 3 (Software and System Requirements) of RFP 23-160, as supplemented, the ADP Service Definitions will control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.6. No Third Party Beneficiaries. Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees (in their individual capacities), Users and any administrative authorities).

15.7. Force Majeure. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, epidemics, pandemics, court order, labor disputes or disturbances, local, state or federally declared states of emergency, governmental regulations, communication or utility failures or other cause

beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.8. Georgia Open Records Act. This Agreement, any attached documents, and/or any documents related to the performance of ADP's services under this Agreement may be subject to disclosure under the Georgia Open Records Act. (O.C.G.A. § 50-18-72). Should ADP desire to protect its Confidential Information, the Georgia Open Records Act requires that ADP mark such documentation as "confidential" and submit an affidavit with said documentation attesting to the confidential/trade secret/intellectual property rights within the documents.

15.9. Waiver. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.10. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

15.11. Severability. If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

15.12. Relationship of the Parties. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

15.13. Governing Law. This Agreement is governed by the laws of the State of Georgia without giving effect to its conflict of law provisions.

15.14. Communications to U.S. Based Employees. Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly to such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.

15.15. Jurisdiction. Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of Richmond County, Georgia. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of Richmond County, Georgia and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY. In the event of any lawsuit between ADP and Client arising out, related to, or in connection with a party's performance under this Agreement, each party shall be responsible for its own costs and attorneys' fees.

15.16. Counterparts. This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.17. Notices. All notices, demands, requests, instructions, approvals, and claims required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording the delivery, if sent via an internationally

recognized overnight courier service with signature notification requested to Client and ADP at the following addresses or any other such address as a party may identify in writing from time to time. The Parties may communicate via email and the applicable ADP Application Programs with respect to routine business and/or technical matters.

ADP:

ADP, Inc., 5800 Windward Parkway, Alpharetta, Georgia 30005, Attn: Legal Department. A copy (which shall not constitute notice) shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel.

Client:

Management Point-of-Contact at Augusta, Georgia, 535 Telfair Street, Building 2000, Augusta, Georgia 30901, Attention: Reggie Horne or IT Dept. Contact. A copy (which shall not constitute notice) shall be sent to Augusta, Georgia at 535 Telfair Street, Building 3000, Augusta, Georgia 30901, Attention: General Counsel.

15.18. Survival. Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

15.19. ADP Insurance

15.19.1. During the term of this Agreement, ADP shall (directly or through Automatic Data Processing, Inc. its ultimate corporate parent entity) maintain the following insurance coverage in at least the following amounts:

15.19.1.1. Workers' Compensation with statutory limits required by each state exercising jurisdiction over the ADP associates engaged in performing services under this agreement.

15.19.1.2. Employer's Liability coverage with a minimum limit of \$500,000 for bodily injury by accident or disease.

15.19.1.3. Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage and one million dollars (\$1,000,000) for personal injury and products/completed operations.

15.19.1.4. Business Automobile Liability coverage (covering the use of all owned, non-owned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage.

15.19.1.5. Excess or Umbrella Liability coverage with a minimum limit of two million dollars (\$2,000,000) coverage in excess of the coverage as set forth in items 15.18.1.2, 15.18.1.3, and 15.18.1.4 above.

15.19.1.6. Employee Dishonesty (Fidelity) and Computer Crime coverage (for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of ADP, acting alone or in collusion with others) with a minimum limit of ten million dollars (\$10,000,000).

15.19.1.7. Errors & Omissions coverage (including Cyber Liability) in the amount of ten million dollars (\$10,000,000).

15.19.2. Subject to ADP's right to self-insure coverage as set forth below, the foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

15.19.3. ADP's policies shall be primary and any insurance maintained by Client is excess and noncontributory. Promptly upon Client's written request for same, ADP shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. In addition, ADP will use reasonable efforts to give thirty days' notice to Client prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that ADP shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, ADP provides self-insurance coverage as described below or obtains coverage from another insurer meeting the requirements described above.

15.19.4. Notwithstanding the foregoing, ADP reserves the right to self-insure coverage (directly or through the corporate risk management programs of its ultimate corporate parent, Automatic Data Processing, Inc.), in whole or in part, in the amounts and categories designated above, in lieu of ADP's obligations to maintain insurance as set forth above, at any time.

15.19.5. This section does not replace or otherwise amend, in any respect, the limitations on ADP's liability as set forth elsewhere in this Agreement.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, including Sections 4 (Confidentiality), 9.3 (Data Security) and 10.1 (Data Security Breach/Notification), between ADP and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf

PART I - GENERAL

1. Client Obligations. Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Laws; and (c) the Client has authority to provide under Applicable Law.

2. ADP Obligations. ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) “sell” or “share” Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of its direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Laws; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from its own interaction with a consumer, except as permitted under Applicable Law. ADP shall have the right to Process Client Personal Data in order to comply with its legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud.

ADP employees and contingent workers are authorized to Process Client Personal Data to the extent necessary to provide Services and as permitted under the Agreement and by Applicable Law.

3. De-identification and Aggregation. In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated or anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data that has been anonymized, which means it cannot be used to identify an individual, directly or indirectly, through any reasonably available means, or de-identified.

4. Transfers to Subprocessors. ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors

located outside of the country or region where Client Personal Data was initially collected. ADP will establish appropriate safeguards with ADP Subprocessors and Third Party Subprocessors to ensure the adequate protection of Client Personal Data. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix.

An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at <https://adp4me.adp.com/>. Such list may be updated from time to time.

5. Compliance Obligations. ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Laws.

Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. Client Instructions. When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction violates Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

7. Assistance. ADP will assist Client with its data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests, and complaints concerning Client Personal Data Processed by ADP in connection with the Services. ADP will also provide Client with relevant information for conducting data protection impact or risk assessments, including transfer impact assessments and any other assessments or reassessments required by Applicable Law or competent regulatory authorities. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP

shall promptly forward the Client Employee request to Client.

8. Client Audit. ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis, ADP will, in agreement with Client, either:

- (a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; or,
- (b) make the facilities it uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. The Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

PART II – GDPR

9. Scope. This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or

"GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR, the ADP Privacy Code, located at https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf, governs. ADP has obtained EU authorization of its ADP Privacy Code.

10. International Transfers. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code serves as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which the Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code does not apply.

11. Additional Subprocessor Obligations. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

12. ADP Privacy Code EU Authorization. ADP will make commercially reasonable efforts to maintain the EU authorization of its ADP Privacy Code for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU authorization of its ADP Privacy Code.

PART III - Miscellaneous

13. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code; (c) this Data Privacy Appendix; and (d) the Agreement.

14. Scope. This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.

Pricing and Financial Terms



I. Financial Detail

The fees listed in the table(s) below are based on the Services and volumes in the assumptions in Section III (Assumptions).

One-time Implementation Fees	One-time Cost
INCLUDES:	\$149,875.00
<u>ADP Vantage HCM</u>	
New Hire Reporting	
ADP Electronic I-9 Services	
Employee Self-Service	
Manager Self-Service	
iPay, iReports, iArchive	
ADP DataCloud Analytics	
ADP Onboarding	
ADP Marketplace (APIs)	
ADP Wage Payment Services	
ADP Print and Online Statement Services	
ADP Wage Garnishment Payment Services	
ADP Employment Tax Services	
<u>Employment Verification Services</u>	
Social Service Verifications	
<u>ADP Workforce Manager</u>	
Hourly Timekeeping	
Salary Timekeeping	
Absence Management	
Analytics	
Compliance on Demand	
<u>Benefits Services</u>	
ADP Benefits Administration Services	
Employee Decision Support Tools	
<u>ADP Health Compliance Services</u>	
ADP Health Compliance	
<u>ADP Recruiting Management Services</u>	
<u>Talent Management Solutions</u>	
ADP Performance Management	
ADP Compensation Management	
ADP Succession Management	
ADP Learning Management System	
<u>Application/Hosting Services</u>	
Hosting Facility & Services	



<u>General Services</u>	
Federated Single Sign-On	
Employee Job and Check History - 3 years	
Total One-Time Implementation Fees	\$149,875.00

- Pricing does not include travel and related expenses, any such expenses will be billed as incurred.

Ongoing Services Fees	Per Employee Per Month (PEPM)
INCLUDES:	\$15.64
<u>ADP Vantage HCM</u>	
New Hire Reporting	
ADP Electronic I-9 Services	
Employee Self-Service	
Manager Self-Service	
iPay, iReports, iArchive	
ADP Datacloud Analytics	
New Hire Onboarding	
ADP Marketplace (APIs)	
<u>Payroll Services</u>	
ADP Wage Payment Services	
ADP Print and Online Statement Services	
ADP Wage Garnishment Payment Services	
ADP Employment Tax Services	
<u>Employment Verification Services</u>	
Social Service Verifications	
<u>Benefits Services</u>	
ADP Benefits Administration Services	
Employee Decision Support Tools	
<u>ADP Health Compliance Services</u>	
ADP Health Compliance	
<u>ADP Recruiting Management Services</u>	
<u>Talent Management Solutions</u>	
ADP Performance Management	
ADP Compensation Management	
ADP Succession Management	
<u>Application/Hosting Services</u>	
Hosting Facility & Services	
<u>General Services</u>	
Federation Single Sign-On	
Total Ongoing Services Fees	\$15.64



- Pricing assumes 2,800 paid employees and 0 unpaid employees. Notwithstanding anything to the contrary in this Agreement, all fees will be based on a minimum of 1,960 employees per month, and Client shall pay such minimum fee should the Client's actual usage decreases below such minimum. For the purpose of invoicing, employee counts (actual or minimum) are defined as employees in active status.

If applicable, items not included in the PEPM are stated below:

Ongoing Services Fees	Units	Rate per Unit	Frequency	Based on
Payroll Services				
W-2s	3,700	\$2.50	per W-2	
ADP Workforce Manager				
Hourly Timekeeping	2,600	\$5.85	PEPM	
Salary Timekeeping	200	\$5.85	PEPM	
Absence Management	2,800	\$1.65	PEPM	Includes Attendance, Accruals and Leaves
Analytics	2,800	\$0.00	PEPM	
Compliance on Demand	2,800	\$0.00	PEPM	
Subscription Timeclocks, Maintenance for Purchased Clocks				
InTouch Terminal Barcode Reader	67	\$161.99	per each per month	
InTouch QuickPunch	9	\$44.17	per each per month	
Talent Management Solutions				
ADP Learning Management System	2,800	\$1.04	Per user per month	Minimum of 2,800 users per month

- ADP will continue to charge Client at the current rates for any components of Services received by Client that are not specifically listed in this appendix.



II. Additional Services

Subject to Section IV (Fee Adjustments), the fees for certain additional services are listed in the table below. These fees are based on the scope of work outlined and will be charged at the applicable rates as they occur.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
Hosting Services					
Hosting	Additional Client Requested Databases - Temporary or Permanent	0	\$2,500.00	Month	- Per database per month (excluding the one (1) production and one (1) testing instance included in base hosting fee)
ADP Payroll Services					
Pays/Distribution	Adjustment Payrolls	0	\$100.00	Per processing	- \$100.00 per processing
	ADPCheck Early Check Cashing Fee	0	\$35.00	Per transaction	
	Direct Mail Services	0	First Class Postage Plus \$0.15	Per Item	- Per item mailed
	Wire Fees	0	\$35.00	Per wire	Applies to Client requested: - Reverse wire - Direct wire
	Stop Payments, Void, Cancelled Check or Direct Deposits	0	\$25.00	Per occurrence	
	Wisely Now Check Stop Payment	0	\$10.00	Per transaction	
ADP Employment Tax Services					
State/Local Fees	Tax Jurisdictions in Applied For Status	0	\$150.00	Per occurrence	- Per state per month
	Tax Registration Services	0	\$150.00	Per transaction	- Per Tax ID Applied For
Amendments	Amended Return	0	\$250.00	Per occurrence	- Applies to all Federal, State, Local, SIT, SUI returns - prepared by Client
SSN Changes	Social Security Number Change	0	\$100.00	Per occurrence	- Applies to SUI, State Recon, Local Recon
Exceptions	Exception Return	0	\$200.00		Applies to: - Federal 941, 942, 944, 945, 1086, W-3C - FUTA, SIT and SUI - CA - NJ SIT/SUI - State Recon and State 1096 - Local, Local Recon and Local 1096
	Re-close Fee	0	\$50.00	Per occurrence	



Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
ADP Recruiting Management Services					
System Configuration	Additional languages (currently supported by ADP)	0	\$2,500.00	Per each	- One-time fees: \$2,500 per ADP Supported language beyond English. Fees based on client provided translations. If additional translation service is needed, fees are pass through. If changes required after initial setup, additional fees may apply.
	Addl languages not currently support by ADP	0	\$3,500.00	Per each	- Support in English included - Contact your Client Service Rep regarding additional languages supported by ADP
	Primary discrete applicant workflows	4	\$3,000.00	Per additional workflow	- Basic workflows included. If various countries or complex workflows required, check with your service representative for project scoping.
	Mobile Text Service				- Text Messaging Included
Advisory Services					
SAS	Strategic Advisory Services	0	Included	N/A	The SAS team provides organizations with insight, actionable ideas and value-added support to help clients with their Human Capital Management (HCM) strategy. This is a complimentary offering available to our National Account Services clients in the following areas: - Change management and communications strategy - Compliance and regulatory affairs - Global payroll and service delivery - HCM Strategy - Talent management strategy
ADP Electronic I-9 Services					
Populations	Manual I-9 Transactions	0	\$7.50	Per form	- Per manual or paper I-9 form reviewed (re-reviews of forms are counted as a new review) in connection with new hires outside of the electronic I-9 process as of the Effective Date
	Federal I-9 Retro/Conversion Forms Processing	0	\$7.50	per form	- Completed Section 1; Section 2 (Scan, Verify, report and store paper I-9s electronically (per employee))
	I-9 and Federal Retro/Conversion Section 3 Forms Processing	0	\$1.00	per form	- Name Change, RE-Hire or Updating Expired Documents
	I-9 and Federal Retro/Conversion Documentation Fee	0	\$1.00	per page	- Attachments over 2 charged at \$1.00 per page



III. Assumptions

The fees in this Appendix are based on the assumptions below and in Section IV (Financial Terms) of this Appendix. If Client's actual requirements vary from what is stated, the parties will negotiate in good faith to adjust the fees based on those variances. Additional fees may apply to any customizations to any Service agreed to by the parties.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
Implementation Services				
Data Conversion	Data Conversion Sources	2	Included	- Electronic files will be provided to ADP based on ADP's required file formats and mapping legends - ADP will complete conversion of employee level indicative data and QTD and YTD accumulator balances (if applicable) for testing and Go Live - Client will be required to complete dual maintenance after final conversion through Go Live
	Payroll Data Mapping	2	Included	- Mapping support will be provided by ADP
	Employee Job and Check History	3	Included	- Based on 3 years and one source for each type of history - History conversion must be part of the initial configuration - Conversion of additional years beyond 3 or as Phase II will incur additional charges
	Tax Conversion Sources	1	Included	- Tax conversion included for current year - Client to provide company and employee Controls Totals for taxes and taxables by Federal Employer Identification Number (EIN) jurisdiction for federal, state, and applicable local taxes
	Balance Conversion Sources	1	Included	- Included only for mid-year start (other than January 1) - Client to provide employee level balances and control totals in ADP-defined format
	Core Benefit Election Data Conversion Sources	1	Included	- Provided by Client in standard ADP format
	Core Benefit Dependent Data Conversion Sources	1	Included	- Provided by Client in standard ADP format
	Historical I-9 Form Conversion	0	Not Included	- Completed Section 1; Section 2 (Scan, Verify, report and store paper I-9s electronically (per employee))
System Configuration	Payroll	Included	Included	- Assumes defined pay practices, no significant changes during implementation of pay practices and policies



Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
	Payroll - Development of TLM and Other Paydata Files	Not Included	Not Included	- Client (or Client's vendor) is responsible for developing any External Paydata Input (EPIP) file(s), in ADP's format, for any time and labor data collection for non-ADP systems (e.g., hours and earnings from third party source)
Validation	Testing - Test Files	2	Included	- Client will perform testing based on the standard ADP methodology - Tests assume end-to-end testing of entire populations, processes and interfaces - Client will be responsible for data integrity and will perform data cleansing prior to each conversion with a final signoff procedure before Go Live
General Ledger	GL Charts of Account	1	Included	
ADP Payroll Services				
Populations	Annual Checks	74,256	Included	- Assumes 74,256 annual checks
	Pay Frequencies	1	Included	- Includes up to 1 pay frequency(ies)
	Employees Paid Weekly	0	Included	- Assumes processing for up to 0 employees paid weekly
	Employees Paid Bi-Weekly	2,800	Included	- Assumes processing for up to 2,800 employees paid bi-weekly but allows for up to 28 regular payrolls per year
	Employees Paid Semi-Monthly	0	Included	- Assumes processing for up to 0 employees paid semi-monthly
	Employees Paid Monthly	0	Included	- Assumes processing for up to 0 employees paid monthly
	Extra Payroll Contingency	As needed	Included	Up to 6 election worker payrolls per year. Average 350-600 paid. No timekeeping involved.
Client Practitioners	Client Named Contacts	6	Included	- Includes up to 6 Client Named Contacts who may contact the ADP Support Team (2 HR, 2 IT, 2 Finance/Payroll)
Pays/Distribution	Off-cycle Checks	1,456	Included	- Assumes 1,456 off-cycle checks annually
Garnishments	Payments	3,713	Included	- Assumes 3,713 payments annually
Paycards	Wage Payment Services - Pay Cards	20	Included	
ADP Workforce Manager				
	Hourly Timekeeping Users	2,600	Included	
	Salaried Timekeeping Users	200	Included	
	Absence Management Users	2,800	Included	
	Analytics	2,800	Included	
	Compliance on Demand	2,800	Included	



Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
ADP Benefits Administration Services				
Populations	Benefit Eligible Employees	2,800	Included	- Assumes 2,800 benefit eligible employees
	Benefit Eligible Retirees	N/A	Not Included	- Assumes N/A benefit eligible retirees
	Turnover	10%	Included	- Assumes 10% benefit eligible employee turnover
System Configuration	Form Stored in Document Library	up to 50	Included	- Includes up to 50 documents and forms
	Unique Waiting Periods & Rates	15	Included	- Includes up to 15 combinations of unique waiting periods and/or rates
	Plan Types	18	Included	- Includes up to 18 plan types set up as pre-tax or post-tax
	Plan Options (e.g., medical, dental, vision)	45	Included	- Health plans include medical, dental, vision, prescription and do not include welfare or flexible spending accounts - In the event Client (or Client vendor) requires employees to sign an arbitration agreement In order to obtain benefits coverage, Client (or Client vendor) is responsible for such administration
	Retiree Administration	Not Included	Not Included	
	Benefit Eligibility Groups	15	Included	- Each active; Does not include set up hours for any additional benefits, offerings or rate structures that these groups may bring
	Health Care Plans - Including Imputed Income	5	Included	
	Non-Health Care Plans	10	Included	- Life, ADD, etc.
Interfaces / Data Export	Non-ADP FSA interface	1	Included	
	Non-ADP COBRA interface	1	Included	
	Non-Health Care Interfaces	N/A	Included	
ACA	Affordable Care Act (ACA) Output File	N/A	Not Included	- ADP will provide Client with an output file in standard ADP format for reporting of benefits data elements required for annual filing.
Other	Annual Enrollment Windows	1	Included	
ADP Health Compliance Services				
Populations	Total Employees	2,800	Included	- Includes Employees in Active or Leave of Absence status
	Benefit Eligible Employees	2,800	Included	
System Configuration	ADP Health Compliance	Included	Included	- Includes eligibility calculation, affordability determination, notices of coverage, annual IRS Forms 1094-C and 1095C, exchange notice management, and penalty management
ADP Talent Management Solutions				



Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
Populations	Performance Management	2,800	Included	- Performance Management includes the following: - Performance Consultation and Administrator Training - QA Support - 1 Cycle of UAT
	Compensation Management	2,800	Included	- Compensation Management includes the following - QA Support - 1 Cycle of UAT
	Succession Management	2,800	Included	- Assumes 2,800 supported employees
	ADP Learning Management System	2,800	Included	- Assumes 2,800 supported employees
System Configuration	Performance Plan	2	Included	- Performance Management will be configured to support up to 2 Performance Plans
	Succession Plans	1	Included	- Succession Management will be configured to support up to 1 succession plan
	Compensation Plan	1	Included	- Compensation Management will be configured to support up to 1 Compensation Plans
	Compensation Award	5	Included	- Compensation Management will be configured to support up to 5 base pay per Compensation Plan
	Compensation Bonus Award	2	Included	- Compensation Management will be configured to support up to 2 Bonus Awards per Compensation Plan
	Compensation Stock Award	2	Included	- Compensation Management will be configured to support up to 2 Stock Awards per Compensation Plan
	Compensation Groups	20	Included	- Compensation Management will be configured to support up to 20 groups for each pay element within a Compensation Plan
Client Practitioners	Client Named Contacts	5	Included	- Includes up to 5 Client Named Contacts who may contact the ADP Support Team
ADP Recruiting Management Services				
Populations	ADP Recruiting Management	2,800	Included	- Assumes 2,800 supported employees
System Configuration	Third Party Hiring Process Integrations	1	Included	- Background Screening, drug Testing, fingerprinting, assessment integrations available via standard API at no charge.
Client Practitioners	Client Named Contacts	3	Included	- Includes up to 3 Client Named Contacts who may contact the ADP Support Team
Employment Verification Services				
Verifications	Non-Public Sector Requests	Included	Included	



IV. Financial Terms

A. Client Group and Approved Countries: The Client Group includes the following entities:

Client and its Affiliates (if any) in the country(ies) identified in Section I (Financial Detail), and any Affiliates (if applicable) as may be agreed to by the parties.

The Approved Country is the United States of America.

B. Implementation: The following fees ("Implementation Fees") are due and payable by Client as follows:

- 1) ADP will invoice Client for the Implementation Fees upon completion of each of the following milestones (each a "**Milestone**"):

Kick-off: 25% of Implementation Fees

Kick-off is complete at the conclusion of the first meeting between Client and ADP implementation to begin the project.

Modeling: 25% of Implementation Fees

Modeling is complete when the end of modeling meeting is held. This meeting is referred to by ADP as the Quality Gate from Modeling to Prove It.

Production: 25% of Implementation Fees

Production is when the system has been prepared with the employee information required to capture time transactions and process payroll using the ADP provided system or Service.

Post-Production: 25% of Implementation Fees

Post-Production is complete after the first payroll is processed.

The parties will agree on a reasonable project plan to complete the implementation of the Services. Implementation will begin within one month of the effective date of the agreement. The project plan will follow the estimated timeline shown in the Implementation Schedule appendix, except as modified by mutual agreement of Client and ADP. The Implementation Schedule appendix shall be populated with actual planned target dates once the project plan has been agreed to between the parties. Timely completion of the implementation depends on each party's performance under the project plan.

C. Invoicing:

- 1) Except to the extent otherwise stated below, Client will pay all invoices via direct debit of funds within 45 days of the invoice date. All amounts not paid when due shall be an event of default authorizing ADP to immediately terminate the Agreement.
- 2) The ongoing Services fees billed on a monthly basis shall commence effective on the first day of the month in which the Services are made available to Client. Client understands that the ongoing Services fees will be invoiced whether or not all components of the Services have gone live.

D. Taxes: Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.



E. Currency: All fees in this Appendix are shown in USD and Client shall make payments for the Services in USD.

F. Cost Reimbursement Fee:

If Client terminates any or all of the Services prior to the expiration of the Initial Term for any reason, except for ADP's material breach pursuant to Section 12.2 of the Agreement, Client will pay to ADP a Cost Reimbursement Fee equal to A multiplied by B multiplied by C, where A equals the number of months remaining up until 12/31/28, and B equals the average monthly fee for the terminated Services during the twelve-month period immediately preceding the termination (or a shorter period of time if monthly fees have been payable for less than 12 months at the termination date), and C equals twenty-five percent (25%). If the monthly fees for Services have not yet been payable at the time of termination, B will equal the estimated monthly fees that would have been payable under this Agreement. In the case of a partial termination, ADP may equitably adjust the fees for the remaining Services, and Client will be responsible for any reconfiguration work.

- If termination occurs prior to the Go-Live Date for the applicable Services:
 - pay ADP for the Implementation Services performed prior to termination at ADP's labor rates in this Appendix or, if the rates for a particular Service are not set forth in this Appendix, at ADP's prevailing labor rates (and not at the set implementation price set forth in the "Financial Detail" table), and
 - reimburse ADP for any license fees or other costs incurred by ADP in connection with the Implementation Services

G. Postage, Shipping, Travel and other Out-of-Pocket Expenses: ADP will invoice Client for postage charges, delivery charges, other third-party charges incurred on behalf of Client, and reasonable travel and out-of-pocket expenses.

H. Funding Requirements and Disbursement Disclosure:

ADP and Client shall determine the exact payroll method to be used during the implementation process (for example, ADP Total Pay or direct payments from Client accounts). The choice of method (ADP TotalPay or direct payments) will not increase the Vantage PEPM charged by ADP. If ADP Total Pay/ADP Banking is used:

- a) For ADP Employment Tax Services, Client will provide:

Tax Liability Impounding Schedule

- What: All Federal, state and local withholding, Social Security/Medicare (FICA) employee withholding and employer contribution, and FUTA and SUI contributions
- Method: Wire to ADP
- Timing: By 9:00 a.m. Eastern time on the Business Day immediately before the associated payroll check date

- b) For ADP Wage Payment Services, Client will provide:

Net Pay Impounding Schedule

- A. What: All net pay funding (other than for Payroll Cards)
- Method: Wire to ADP
 - Timing: By noon Eastern time on the date that is two Business Days prior to associated payroll check date



B. What: Net pay funding for Payroll Cards

- Method: Issuing Bank establishes method of delivery
- Timing: Issuing Bank establishes the deadline

c) For ADP Wage Garnishment Services and Fees, Client will provide:

Funding

- What: Wage garnishment information, deductions and liabilities
- Method: Wire to ADP
- Timing: By noon Eastern time on the date that is one Business Day prior to the associated payroll check date

I. **Fee Adjustments:**

The fees set forth in this Appendix will remain fixed during the first year following the date of the first invoice issued for the ongoing Services provided in this Agreement. During any Renewal Term (up until 12/31/28) following 12 months of ongoing Services, ADP will increase the fees for the Services on an annual basis by 2% with 30 days' prior written notice.

J. **Change Control:**

In the event either party requests a change in the scope of the Services (each a "**Change Control Item**"), the parties shall address such change request via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties, with the exception of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of Implementation Services, which ADP will notify Client of prior to making such change.

- 1) The standard hourly rate for a Change Control Item is \$185.00; provided, however, that ADP may increase that rate as follows:
 - (a) By 50% for Change Control Items requested by Client after October 1st which ADP agrees to deliver by January 31st;
 - (b) By 25% if, after receiving a Change Control Notice, the Client requests an expedited timeframe for completion of the Change Control Item.



Service Definition

ADP assumes a single Client Project Manager is responsible for assignment and management of Client resources and deliverables as required. Appropriate resources from Client will be available to support the implementation throughout the implementation life-cycle including expedient data gathering. Client project resources will have executive support for the project and will be empowered to make decisions and resolving issues for all Client operating units in a timely manner. Implementation of all services described in Client Service Definition to occur as part of a single implementation project in a centralized environment.

Change Management Services are not provided to support Client transition to ADP outsourced services including communication within Client organization regarding changes to process and procedure. Client to identify change management resource(s) and executive sponsor(s), and retains overall responsibility for organizational transition, including identifying additional change team members who will support decisions regarding proper positioning and delivery methods, and will utilize such methods to develop and deliver key transition messages.

Implementation Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overall Project Management	Provide overall project management for all services implemented by ADP; provide overall accountability and a single point of contact to Client throughout implementation	X			
	Manage implementation in accordance with ADP standard approach to implement the necessary components to deliver the systems and services defined in the Pricing and Financial Terms	X			
	Assign Client Project Manager to coordinate Client resources required for implementation, assume responsibility for Client-based implementation activities, and coordinate with ADP Project Manager		X		
	Complete and return deliverables and all required approvals according to the agreed upon due dates in the Implementation Project Plan and in accordance with mutually agreed Client Approval process, including Designated Approvers; ensure resource availability and commitment throughout project, especially during testing		X		
	Identify and assign applicable ADP Application training based on roles of Client-named contacts	X			
	Ensure Client-named contacts complete assigned training in accordance with Implementation Project Plan; ensure any new Client-named contacts complete training in a timely manner		X		
	Manage all vendor and third party relationships; ensure vendors and third parties complete deliverables and milestones identified in Implementation Project Plan		X		
Steering Committee	Identify joint ADP/Client Steering Committee participants with authority to resolve escalated issues; provide required resources; and define vision for, engage in, stay informed of, and monitor Client change management team activities	X	X		
	Facilitate Client Steering Committee meetings biweekly or other mutually agreed frequency	X	X		
	Participate in Client Steering Committee meetings	X	X		

Implementation Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Project Team	Provide Project Team that includes resources with product/functional knowledge to complete ADP deliverables and milestones identified in Implementation Project Plan, make timely decisions, ensure effective communication, respond to and/or resolve issues quickly, and complete tasks timely; add subject matter experts as needed to facilitate implementation process	X			
	Provide centrally-located Project Team that includes resources with functional knowledge to complete Client deliverables and milestones identified in Implementation Project Plan, make timely decisions, ensure effective communication, respond to and/or resolve issues quickly, and complete tasks timely across all locations; add subject matter experts as needed to facilitate implementation process		X		
	Provide remote facilitation of implementation process; travel as needed to be billed as set forth in the Pricing and Financial Terms	X			
	Provide on-site Client workspace for ADP Project Team as required		X		
Project Plan	Provide and maintain Implementation Project Plan, including dependencies and concurrencies, in accordance with project scope; update project plan weekly; manage project plan including identification of both ADP and Client deliverables and milestones	X			
	Approve Implementation Project Plan; complete Client deliverables and milestones in accordance with Implementation Project Plan		X		
Team Communications	Conduct initial meeting and weekly project status meetings with Client Project Team; prepare weekly project status reports including summary of progress relative to Project Plan, issue status, and risks	X			
	Participate in initial meeting and weekly project status meetings		X		
Issue Management	Raise issues in a timely manner as mutually agreed	X	X		
	Maintain Issues Log to record, track, and close issues including date reported, individual responsible for issue resolution, criticality to project plan (e.g., impacts critical path, minor impact), and date resolution required to avoid impact on Project Plan	X			
	Work with ADP to resolve issues identified as Client owned according to schedule in Issues Log		X		
Risk Management	Assess and manage risk areas; create mitigation strategy for any identified risks; report status to Client Project Team via weekly status meetings and/or Client Steering Committee meetings	X			
	Maintain Risks Log to record, track, and close issues	X			



Implementation Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Work with ADP to develop mitigation strategies to address identified risks		X		
Scope Management	Manage project scope in accordance with Service Definition; coordinate any changes to project scope with Client in accordance with the Change Control Procedure set forth in the Pricing and Financial Terms	X			
	Respond to change control requests prior to commencement of work and in accordance with the Change Control Procedure set forth in the Pricing and Financial Terms		X		
Technical Requirements & Support	Ensure hardware specifications, operating system, and configuration requirements are met for all ADP applications		X		
	Provide IT resources to ensure technical environment is in place, and required programming and data conversion responsibilities are met		X		

This matrix generally defines the responsibilities of ADP in delivering services to Client and highlights certain responsibilities of Client in receiving those services. All services are provided in accordance with standard ADP processes and methodologies.

Overview		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	Provide systems and services to Client as defined in Client Service Definition	X			
	Retain a team and other needed resources to address Client's strategic issues and other items specifically highlighted as Client responsibilities within this matrix, as well as any other items outside the scope of this matrix		X		
Employee Inquiries	Respond to Client employee inquiries		X		
Service Teams	Deliver the services defined in Client Service Definition through ADP service teams	X			
Application Hosting Support	Install, configure, maintain, and support the Hosted Environment	X			NOTE: The Hosted Environment is defined as the hardware, system software, hosting support software, network connectivity, and facility used by ADP to support Client's use of the Application Programs. Client may or may not be informed of ADP making corrections, modifications, and improvements to the Hosted Environment
	Provide connectivity from Client systems to ADP via internet connection; ensure availability and reliability of such communication line(s)		X		
	Provide disaster aversion and standard disaster recovery in accordance with ADP's Disaster Recovery Plan; monitor and manage the Hosted Environment security, which includes physical security, logical security (including firewalls, encryption and password access control), and intrusion detection; provide, monitor, and manage ADP's network used to access the Hosted Environment; perform database refreshes and file restores upon Client request; provide connectivity troubleshooting up to Client's demarcation point	X			
System Updates	Manage and correct errors or deficiencies in core Application Programs so Application Programs conform in all material respects to core functional specifications determined during initial implementation	X			
Security Administration	Provide security administration for ADP delivered and/or managed applications, as applicable; update ADP regarding changes to security requirements		X		
System Interfaces	Manage relationship with Client third party vendors including ensuring accurate and timely completion of tasks; act as escalation point for ADP as needed		X		
	Setup, configure, and support transmission to and from Client and/or Client vendors of interfaces listed in Interface Matrix	X			
System Reports	Provide access to standard reports, as applicable	X			
	Access standard reports, as desired; run ad hoc reports using ADP ad hoc reporting tool, as applicable		X		

System Modification Bids		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
System Modification Bids	Notify ADP of desired system modification providing detailed specifications including desired outcome		X		
	Review requested modification to assess ADP work effort required to produce quote (quotes requiring more than 2 hours to prepare are subject to formal detailed analysis)	X			NOTES: <ul style="list-style-type: none"> Quotes provided without detailed analysis are high level estimates only and are not binding Preparation of a formal detailed analysis is subject to Change Control

ADP Payroll Services – ADP Vantage HCM		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Employee and Manager Self Service Applications	Host, maintain and update self service application	X			
	Communicate to Client employees and managers how to access and use self service application as primary point of service for self-administering and/or inquiries regarding the services defined in Client Service Definition; respond to Client employee and manager requests for assistance with self service		X		
Payroll Processing	Provide payroll processing services	X			
	Gather, validate, and submit payroll data files needed for each payroll processing cycle		X		
Earnings Calculations	Define earnings calculations and attributes; define accumulators set-up		X		
	Set up and maintain all earnings with associated calculations, including configurable options	X			
Deduction Calculations	Define deduction calculations		X		
	Set up and maintain all deductions with associated calculations, including configurable options	X			
ADP Wage Garnishment Payment Services	Enter garnishment orders into payroll system		X		
	Process and track garnishment orders and wage attachments interpreted by and received from Client	X			
	Apply administrative fee (if desired by Client), up to legal limit or Client policy, provide access to employee payroll information, and resolve order issues		X		

ADP Payroll Services – ADP Vantage HCM		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Calculate disposable income, monitor deduction limits, allocate and prioritize garnishments, and provide Electronic File Transfer (EFT) disbursement capability	X			
	Provide garnishment, termination, leave of absence, and “unable to withhold” notifications; prepare and submit recurring answers to court or agency		X		
	Respond to employee and agency inquiries	X			NOTE: ADP does not respond to legal inquiries
On-cycle Payroll Processing	Set up and maintain system for Client payroll processing, execute payroll gross-to-net process including final distribution	X			
	Facilitate payroll processing by defining payroll policies, procedures, and pay rules; executing payroll production tasks; and notifying ADP of any required changes		X		
Manual Check Processing	Provide ability to process manual checks or paycards as requested by Client	X			
	Process and distribute manual checks processed through ADP systems; request manual check processing; perform any positive pay activity required by Client bank		X		
	Provide Client access to manual check data; provide data necessary to assist Client with positive pay activity	X			
Off-cycle Payroll Processing	Notify ADP of upcoming off-cycle processing changes; coordinate processing		X		
	Provide ability to process off-cycle payrolls, execute payroll gross-to-net process including final distribution; provide Client access to off-cycle payroll data	X			
Banking Transactions	Facilitate and monitor banking transactions associated with employee payroll processing activities	X			
Paycheck Printing and Distribution	Establish and maintain paycheck distribution schedule and requirements		X		
	Print, sort, and distribute paychecks and advices	X			
General Ledger (ADP GL)	Host and provide Client access to ADP GL for reporting purposes; push payroll data to ADP GL for each processing cycle	X			
	Coordinate transmission of ADP GL extract to Client financial accounting system and perform any reconciliation		X		
ADP Employment Tax Services	File federal, state, and local payroll taxes and make deposits to applicable agencies; submit all returns and reports as required by federal, state, and local tax agencies for jurisdictions within which ADP files; prepare amended returns, as necessary (additional fees may apply)	X			

ADP Payroll Services – ADP Vantage HCM		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Notify ADP of any new jurisdiction set-ups; complete and submit application forms to tax agency(ies) and ADP for any new jurisdictions; monitor and notify ADP of employees hired or moved into jurisdictions where Client is not registered; provide required documentation and notification regarding any local taxes that employee requests Client to withhold and file		X		
	Update ADP system to reflect legislative changes for the jurisdictions for which ADP provides tax services	X			
Quarter-end Processing	Manage quarter-end payroll and tax processing based on Client approved data	X			
	Support quarter-end payroll and tax processing		X		
Year-end Processing	Manage year-end payroll and tax processing based on Client approved data	X			
	Support quarter-end payroll and tax processing		X		
	Create and distribute Client employee W-2s, 1099Rs, and 1099Ms	X			
	Create and distribute Client employee W-2Cs		X		
Employment Verification Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Employment Verification Services	Provide authorization for income verification requests			X	NOTE: Client employees provide “consumer consent” for income verifications typically in the form of a signature on a loan, lease or other application or in some cases by providing a “salary key” for each income verification
	Provide authorization for employment verification requests		X		
	Respond to authorized income and employment information requests for Client employees made by mortgage lenders, property managers, pre-employment firms and other public entity requestors (“Verifiers”)	X			
	Respond to authorized income and employment information requests for Client employees made by social service, immigration, workers compensation, and other government agencies (“Verifiers”)	X			
	Provide updated employment and income data to Employment Verification Services system following each payroll cycle	X			

ADP Payroll Services – ADP Vantage HCM		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Provide online and telephone access to enable Client employees to create or delete a salary key (electronic signature); obtain Verifier instructions; and change personal identification number (PIN)	X			NOTE: Email address changes can be made online only
	Provide web access to The Work Number® and enable Verifiers to obtain employment and income verifications	X			
	Utilize webManager to block or unblock employee records; change employee status from active to inactive; access monthly reports; set salary key expiration interval; create notes or disclaimers on verifications; generate promotional codes; submit verifier information; reset and/or confirm employee personal identification numbers (PINs); review employee verification data; download communication templates; and notify The Work Number® in the event data is disputed by an employee		X		

Benefit Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
ADP Benefits Administration Services	Define Client benefits strategy and policies; act as Plan Administrator; own all plan design and fiduciary responsibility; manage Client vendors		X		
	Process Client benefits in accordance with Client business rules as mutually agreed during implementation, as follows: <ul style="list-style-type: none"> Determine eligibility for U.S.-based active employees and employees on leave for benefits plans based on Client eligibility rules Manage the annual benefits enrollment and annual benefits roll-over processes Enable Client employees to manage benefits enrollment and changes through ADP Application Program functionality Calculate payroll deductions Provide data to Client benefits plan carriers regarding initial enrollment and ongoing changes to enrollment 	X			
	Provide ongoing support to Client-designated contacts as follows: <ul style="list-style-type: none"> Research and respond to benefits inquiries Verify content and timing of carrier, HR, and payroll data transmissions Respond to eligibility inquiries 	X			
	Maintain historic benefits election and transaction data for each Client employee beginning as of ongoing services commencement date	X			

Benefit Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Provide Client access to data management tools to enable reporting and analysis	X			
	Respond to inquiries from ADP regarding benefits strategy and policy		X		
	Coordinate with Client carriers to maintain plan design, including eligible zip codes for each H&W plan option		X		
Enrollment Notifications	Send standard email Notification of Opportunity to Enroll to newly eligible Client employees and Client employees eligible for new plans; make printable Eligibility Summary available online	X			
Enrollment Acknowledgements	Send standard email Acknowledgement of Enrollment/Default Assignment to employees who make a change to their coverage, are defaulted to coverage, or experience a change in coverage due to a change in eligibility, including link to printable Election Confirmation	X			
Employment Status Changes and Family Status Changes	Process election changes due to changes in employment status (e.g., part-time to full-time, transfer, move out of current plan service area) or family status (e.g., marriage, birth of a child) that impact employee benefits eligibility in accordance with Client plan rules	X			
	Notify employee if current plan election becomes unavailable due to employee change	X			
	Send confirmation of employee-elected benefits as result of employment or family status change, or assign Client-designated default coverage in the event employee fails to enroll	X			
	Send COBRA initial rights information to Client COBRA vendor in standard ADP format for newly elected employees and spouses	X			
	Report dependent termination date to Client carriers in standard ADP file format as part of standard weekly carrier processing	X			
	Send data to Client COBRA vendor in standard ADP file format for terminated dependents	X			
Domestic Partner Coverage	Process benefits elections for domestic partners of Client employees, as well as the children of such individuals in accordance with Client eligibility rules and imputed income calculation rules	X			
Pending Elections and Confirmation of Dependent Enrollment	Pend and/or verify eligibility of dependents in accordance with Client business rules, as desired		X		NOTE: ADP will provide reports to support pending elections if pending feature is utilized by Client

Benefit Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Evidence of Insurability Processing	Pend life insurance elections in accordance with Client and/or Client carrier evidence of insurability (EOI) requirements; make EOI form(s) available via ADP Application Program	X			
	Provide and/or confirm accuracy of information required to complete EOI form (e.g., Client employee annual salary) before employee submits completed form to carrier		X		
	Approve or deny coverage and update ADP Application Program accordingly; respond to inquiries related to EOI		X		
	Adjust benefits records, update benefit payroll deductions, and generate and distribute an email Acknowledgement of Enrollment based on ADP Application Program completed by Client	X			NOTE: In the event Client employee fails to submit appropriate documentation, the election will expire as mutually agreed during implementation
Collection of Beneficiary Designations	Provide online tool to enable Client employees to designate beneficiaries	X			
Appeals	Review and resolve written appeals submitted by employee; notify ADP of decision regarding appeals		X		
	Notify employee of decision in writing		X		
	Update systems to reflect Client decision	X			
Haste Enrollments	Work directly with Client carriers to enroll Client employees and/or dependents who are eligible for and need immediate access to health care		X		
New Plan Year Updates and Annual Enrollment Set-up	Communicate potential plan design changes for upcoming plan year, and confirm key dates associated with any new plan year updates; confirm plan design changes, as well as accuracy of new plan year rates and zip codes in accordance with timeframes designated in this Service Definition		X		NOTE: All annual enrollment periods are assumed passive; active annual enrollment may be subject to additional fees
	Prepare Change Control Item for plan design changes (e.g., number of eligibility groups, benefits eligibility rules for each eligibility group, or EOI requirements)	X			NOTE: This row and the following row apply to Client plan years subsequent to year of initial implementation only
	Approve or decline submitted Change Control Items, provided that Client understands no plan design changes will be implemented in the absence of an approved Change Control Item		X		
	Coordinate new plan year updates, as follows:	X			

Benefit Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	<ul style="list-style-type: none"> Update benefits enrollment system to reflect upcoming year rates, payroll calendars, and zip codes for current Client carriers Modify benefits enrollment system to reflect approved Change Control Items for upcoming year plan design changes Test all changes to verify compliance with submitted documentation (i.e., rate and zip code files, and approved Change Control Items) and readiness for Client testing 				
	Participate in Client testing and approve system set-up for new plan year; manage all communication to Client employees and managers related to annual enrollment and new plan year updates; manage Client carrier relationships		X		
New Plan Year Updates and Annual Enrollment Processing	Send standard email Notification of Opportunity to Enroll to each eligible Client employee	X			
	Accept Client employee annual enrollment elections via ADP Application Program during single two (2) week annual enrollment period	X			
	Send standard email Acknowledgement of Enrollment/Default Assignment with link to personalized Election Confirmation to each Client employee summarizing elected and/or default benefits coverage for upcoming plan year after close of annual enrollment period	X			
	Prepare and transmit new plan year benefits election files with enrolled employee data to Client carriers after close of annual enrollment period	X			
	Prepare and transmit new plan year payroll deduction file to payroll (end dates for current plan year not included unless coverage is changed or terminated) after close of annual enrollment period	X			
	Coordinate with Client carriers to confirm processing dates and procedures for new plan year preview file; subject to completion of successful testing, transmit new plan year preview files to Client carriers; confirm receipt of each preview file with Client carriers	X			
Concurrent Year Processing	Support concurrent plan year processing on an ongoing basis for up to two (2) consecutive plan years	X			
Payroll Deduction Processing	Calculate per pay period benefit deductions for each Client employee, including imputed income for company-provided life insurance above \$50,000	X			
Carrier Enrollment Files	Send to Client carrier FTP server or post enrollment files to secure ADP FTP server for each Client carrier in accordance with predefined schedule for frequency and posting dates	X			NOTE: Pricing includes up to 8 health care enrollment files provided in HIPAA compliant 834/5010A standard format

Benefit Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Acknowledge receipt of weekly enrollment files, and report any enrollment discrepancies to ADP			X	
	Coordinate with carriers to seek to resolve any load report errors; escalate errors resulting from Client data issues to Client for resolution	X			NOTE: Records in error are not processed
	Correct data per escalated issues as noted in previous section		X		
Carrier Premium Reporting	Provide access to Client premiums due report in accordance with predefined schedule	X			
	Pay carrier premiums		X		
Qualified Medical Child Support Orders (QMCSOs)	Enable Client to track and manage court orders for child support	X			
	Enter court order information to ADP system; flag court-ordered dependents within system		X		
	Ensure coverage remains in place for court-ordered dependents until end of QMCSO	X			
	Provide ADP standard reporting regarding court-ordered dependents	X			
Supplemental Benefits powered by Corestream	Provide Client employee eligibility data to Corestream; provide single sign on access from ADP Benefits Administration system to Corestream to facilitate Client employee online enrollment and/or enrollment changes related to Client supplemental benefits	X			NOTE: Supplemental benefit selection is the responsibility of Corestream and Client
	Facilitate Client employee enrollment in supplemental benefits; calculate payroll deductions associated with elected supplemental benefits; send payroll deduction files to Client or Client's designee as directed by Client; respond to Client employee inquiries related to supplemental benefits			X	NOTE: This is a Corestream responsibility

ADP Health Compliance Comprehensive		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	Support Client compliance-related efforts associated with the Affordable Care Act (ACA) through the services defined in this Section	X			
	Provide payroll, benefits, and other related and mutually agreed upon data, as applicable, to ADP in accordance with mutually agreed format and schedule to		X		

ADP Health Compliance Comprehensive		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	support services outlined in this section; respond to Client employee inquiries related to the ACA; manage relationship with Client third party vendors				
Eligibility	Communicate to ADP changes in measurement periods, stability periods, administrative periods, employee categories (if applicable), and rules applicable to new hires and rehires		X		
	Provide additional information regarding hours of service (e.g., FMLA, jury duty, USERRA) not included in payroll data		X		
	Import payroll data on mutually agreed schedule	X			
	Calculate average hours of service for Client-defined measurement period(s); indicate ACA benefit status (full-time or part-time) based on Client-provided business rules	X			
	Review standard reports provided by ADP and confirm or modify ACA benefit status; provide approval and/or corrections to ADP within mutually agreed time frame		X		
	Update Client benefits system to reflect employee ACA benefit status as directed by Client	X			
Affordability "Safe Harbor" Testing	Notify ADP of "safe harbors" to be utilized for testing		X		
	Complete affordability safe harbor testing and provide results to Client based on safe harbors selected by Client	X			
Regulatory Management	Provide regulatory management services as outlined in this section	X			
New Hire Notice of Coverage	Provide Client-approved notice of coverage to newly hired Client employees to include information regarding: <ul style="list-style-type: none"> Existence of marketplaces; Availability of and potential eligibility for premium tax credit and/or cost sharing reduction; and Impact to employee if employee elects marketplace plan, including loss of Client contributions 	X			
Post-enrollment Verification of Information for Marketplaces	Respond to federal and state marketplace inquiries to verify information related to employee eligibility for financial assistance (e.g., employment, wages, Client business rules related to eligibility)	X			
Exchange Notice Management	Forward any determination notices received from federally-facilitated or state marketplaces stating Client may be subject to penalty due to a Client employee enrolling in a marketplace plan and deemed eligible for receiving premium tax credits		X		

ADP Health Compliance Comprehensive		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Store determination notices received from Client; coordinate communication between the federal and state marketplaces, U.S. Department of Health and Human Services (HHS), and Client; submit appeal on behalf of Client including information to support such appeal that is available to ADP; reconcile final determination	X			NOTE: ADP support does not include representing Client or attending hearings
Annual Health Coverage Reporting	Provide data required to complete annual health care coverage report to ADP in mutually agreed format		X		NOTE: If Client's plan is self-insured, required data includes identification and taxpayer identification numbers for all covered persons
	Compile data required to complete annual health care coverage reports required under Internal Revenue Code Sections 6055 and 6056 (IRS Forms 1094-C and 1095-C)	X			
	Prepare and provide hard copy individual health care coverage reports (IRS Form 1095-C) to Client employees	X			NOTE: Client employees may also view IRS Form 1095-C online if iPay is being used by Client for another service
	Prepare and file annual health care coverage summary report to Internal Revenue Service (IRS Form 1094-C)	X			
Penalty Management	Send IRS penalty notices to ADP within 24 hours of Client receipt of such notices		X		
	Receive and reconcile penalties assessed to Client by IRS for noncompliance with ACA shared responsibility requirements	X			
	Appeal penalty assessments as applicable and as directed by Client	X			NOTE: ADP support does not include representing Client or attending hearings
	Submit funds request to Client for penalty amounts due to IRS	X			
	Approve ADP funds request, and make funds available to ADP to pay IRS penalties		X		
	Subject to completion of previous task/activity by Client, report and disburse penalties to IRS	X			
Client Support	Provide ongoing support to one (1) Client-named contact (and back-up contact, as needed), including: <ul style="list-style-type: none"> Researching and responding to inquiries regarding hours of service by employee and content and timing of payroll data transmissions used to calculate ACA benefit status Overall solution and service support 	X			

ADP Health Compliance Comprehensive		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Provide access to standard reports	X			
	Respond to agency inquiries related to exchange notices and penalties as described above	X			

Human Resource Administration Services (U.S. – Onboarding)		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	Provide tool to facilitate employee onboarding process and house U.S. core employee Human Resources (HR) data; provide Client access to ADP Vantage HCM to enable reporting and analysis	X			
	Use ADP Vantage HCM to facilitate employee onboarding process, and enter and manage Client employee transactions; communicate to Client employees how to access and use ADP Vantage HCM to enter, view, and update HR data		X		
Onboarding	Facilitate Client onboarding process based on employee type, including: <ul style="list-style-type: none"> Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists New hire orientation support – company news; online maps of office location and points of interest; welcome video Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup Ease of accessibility – available to employee prior to start date; mobile-enabled; device-responsive; multiple languages 	X			
	Provide instructions to Client new hires regarding access to and use of onboarding functionality		X		
	Make any ongoing changes to onboarding workflow configuration and Client-specific content		X		
HR Compliance Support	Provide tool and standard report templates to assist Client retained team in complying with federal and state HR laws	X			
HR System Administration	Provide tool to enable Client to update and maintain employee data	X			
Skills Management	Provide access to ADP Vantage HCM to enable Client to track skills for employees	X			

Human Resource Administration Services (U.S. – Onboarding)		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Enter and update skills for each employee		X		
New Hire Onboarding	Provide online tool to support Client onboarding processes	X			
	Manage new hire portal content		X		
Off-boarding	Submit employee termination data; manage data associated with voluntary and involuntary employee terminations		X		
Disciplinary Process Management	Provide access to ADP Vantage HCM to enable Client to track employee disciplinary actions and manage disciplinary process	X			
	Track employee discipline problems		X		
Health and Safety Administration	Provide access to ADP Vantage HCM to enable Client to track and report employee illnesses, accidents, physical exams, and other information required by OSHA and state or local agencies	X			
	Enter employee workers compensation events, complete OSHA 200 or 300 logs, and produce corresponding report		X		
Employee Certification/ Continuing Education History	Provide access to ADP Vantage HCM to enable Client to enter and track employee education, skills, and other competencies	X			
	Record and track employee education, skills, and other competencies		X		
Training and Development Management	Provide tool to enable Client to manage employee training and development plans	X			
	Modify development factors to use in developing employee training plans; initiate and maintain individual employee development plans		X		
Compensation Management	Provide access to ADP Vantage HCM to enable Client managers to maintain and modify employee compensation	X			
	Manage employee compensation data; input and approve changes to salary plan and job grades		X		

Talent Acquisition Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
ADP Recruiting Management Services	Provide recruiting management tool(s) to support Client recruiting activities and lead generation and relationship building	X			

Talent Acquisition Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Recruiting Activities	Utilize recruiting management tool(s) to create and maintain internal and external career centers and talent communities; maintain business relationship with job board and job board aggregator vendor(s); maintain separate contract and relationship with job board aggregator		X		
	Perform ongoing processing and functional activities necessary to create requisitions; source, screen, interview, and process candidates; prepare offer letters; acknowledge accepted offers to trigger new hire data feed to HRIS system; and manage on-boarding activities as further defined in following section		X		
Lead Generation and Relationship Building	Provide candidate relationship management (CRM) technology and data base to enable Client to develop and manage relationships with passive and active candidates, including ability to search for and store resumes; design and conduct email campaigns; track candidate notes; collect candidate information; calendar appointments; configure user-defined fields; and search public profiles	X			
	Provide integration to external database vendors to enable both individual searches and ability to conduct automated searches on frequency defined by Client; automatically load retrieved resumes into CRM database	X			
	Maintain separate business contract(s) and relationship(s) with external resume database vendors		X		
	Enable recruiters to view key statistics (e.g., count by status, count by requisition health), and other information (e.g., calendar, notes); provide tool to assist Client meeting certain requirements of the Office of Federal Contract Compliance Programs	X			NOTE: Any external resume database searches conducted outside of ADP environment are not recorded for reporting purposes
Ongoing Inquiries	Respond to inquiries from Client employees and managers regarding recruiting management tool; provide up to three (3) contacts within Client organization to escalate inquiries to ADP for assistance, as needed; use online technical support portal and/or 1-800 number to submit and manage support requests		X		
	Respond to Client-escalated inquiries for advanced technical, configuration, and super-user assistance from designated contacts	X			
Ongoing Maintenance	Maintain ongoing functionality by adding and/or updating user information; assigning user security profiles; modifying workflow (as needed); creating and maintaining screening questions; creating and maintaining offer letter templates; managing system table data; managing career center(s) and talent communities		X		
	Schedule and manage platform upgrades to most current version	X			

Talent Acquisition Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
ADP Electronic I-9 Services	Provide standard training materials to Client managers regarding Form I-9 compliance requirements	X			
	Ensure Client employees complete online Form I-9		X		
	Review online and/or hard copy submitted forms and documentation to validate completeness; cross- reference Form I-9 with Client payroll data and expiration date for work authorization documents, and provide reports to Client identifying employees with incomplete, inaccurate, or missing documentation	X			
	Follow-up on any incomplete, inaccurate, or missing documentation		X		
	Notify Client of expiring work authorization documents 120 days prior to expiration	X			

Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Ongoing Inquiries	Provide support for up to 5 Client practitioners for inquiries related to Talent Management Solutions	X			
	Respond to Client employee and manager inquiries related to Talent Management Solutions		X		
ADP Learning Management	Manage learning within Client organization, including the following: <ul style="list-style-type: none"> Develop, maintain and procure learning content and communicate new course content within Client organization Manage instructional design methodology Maintain course, course content and curriculum, including any prerequisites Define learning objectives and evaluation criteria Develop course assessment methodology Establish policy and guidelines for course cancellations and notifications 		X		

Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Provide learning management system that enables Client retained team to: <ul style="list-style-type: none"> • Manage employee training and development plans including standard development factors • Create and manage development plan templates • Enroll employees in training courses • Track completion of employee training • Provide access to standard Skill Soft courses within learning management system 	X			
	Provide learning management system that enables Client retained team to: <ul style="list-style-type: none"> • Manage employee training and development plans including standard development factors • Create and manage development plan templates • Enroll employees in training courses • Track completion of employee training • Provide access to standard Skill Soft courses within learning management system 	X			
Course Catalog Maintenance	Maintain online course catalog		X		
Attendance Management	Provide Client manager and practitioner access to employee training records; provide access to compliance and attendance reporting	X			
Instructor Led Training	Administer instructor led training (ILT) and virtual instructor led training, including scheduling courses, closing courses and tracking completion		X		
	Administer internal and Client third party instructors, facilities and associated equipment, and resources needed to deliver Client training		X		
Mandatory Training	Utilize system to set up required courses for specified Client groups defined by employees, roles/jobs, and/or business units		X		
Training Materials	Develop and design desired training materials and distribute any hard copy materials as desired; attach online training materials to specific courses		X		
Manager Self Service	Enable Client managers to run standard reports, assign training to individual employees, and view: <ul style="list-style-type: none"> • Employee profiles • Employee course completion status • Employee course assignment status 	X			

Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Employee Self Service	Enable Client employees to: <ul style="list-style-type: none"> • Browse course catalog • Enroll in courses • View and print course completion history • View and print course completion certificates • View training assignment status 	X			
ADP Compensation Management	Provide compensation management system that enables Client managers and practitioners to: <ul style="list-style-type: none"> • Coordinate compensation planning process in accordance with Client guidelines • Plan for salary changes, long-term incentives, and/or short-term incentive payments and targets in local currencies • Manage compensation planning process via analytical tools and reports 	X			
Compensation Planning Cycles	Communicate potential plan design changes for upcoming compensation planning cycle, and confirm key dates associated with any plan design changes; confirm plan design changes in accordance with mutually agreed timeframe		X		
	Prepare requirements document for plan design changes and associated Change Control if required	X			NOTE: Change Control may be applicable to items such as changes to cycle frequency, changes to plan design to accommodate cycle changes, or addition of new pay elements
	Approve submitted requirements document; approve or decline any required Change Controls, provided that Client understands no plan design changes will be implemented in the absence of approved requirements document and required Change Control(s) if applicable		X		
	Coordinate updates as provided by Client, as follows: <ul style="list-style-type: none"> • Modify and update compensation system to reflect Client-approved requirements • Test all changes to verify accuracy with submitted documentation and readiness for Client testing 	X			
	Participate in Client testing and approve system set-up for new compensation cycle; manage all communication to Client employees and managers related to compensation cycle activities		X		

Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Compensation Cycle Administration	Coordinate compensation planning cycle activities; provide information to ADP to complete annual update to administrative module, including items as applicable such as: <ul style="list-style-type: none"> • Bottom up budgeting percentage or amount for each eligibility group by pay element • Top down budgeting dollar amount for applicable pay elements • Guideline matrix dimension value, percent, or amount for each eligibility group by pay element • Proration factor values for each eligibility group by pay element • Any changes to summing allocation rule current weights by pay element • Financial results to be used for allocation incentive awards; final global and group based scores for each eligibility group • Any changes to asset allocation needed for long-term incentive awards • Estimated strike price and asset effective date for long-term incentive 		X		
	Complete annual updates provided by Client to compensation management system administrative module in preparation for compensation planning cycle as directed by Client	X			
Manager Self Service	Provide technology to enable Client managers to support annual compensation planning, as follows: <ul style="list-style-type: none"> • Input annual salary changes • Input short-term incentive • Input long-term incentive • Print and distribute individual compensation statements as desired • Run standard reports 	X			
ADP Performance Management	Provide performance management system that enables Client employees to: <ul style="list-style-type: none"> • Complete self-assessments • Capture and maintain talent profiles 	X			
	Provide performance management system that enables Client managers and practitioners to: <ul style="list-style-type: none"> • Create performance plan templates and individual employee performance plans • Complete performance reviews • Access all employee performance data within reporting hierarchy • Maintain goal library and competencies 	X			

Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Define employee goals; conduct assessments; create development plans; communicate performance management process to Client employees, managers, and practitioners; confirm completion of performance management process; review goal library and competencies on regular basis and provide updates to ADP		X		
	Provide performance management system that enables Client managers and practitioners to: <ul style="list-style-type: none"> • Create performance plan templates and individual employee performance plans • Complete performance reviews • Access all employee performance data within reporting hierarchy • Maintain goal library and competencies 	X			
	Define employee goals; conduct assessments; create development plans; communicate performance management process to Client employees, managers, and practitioners; confirm completion of performance management process; review goal library and competencies on regular basis and provide updates to ADP		X		
Annual Performance Management Cycle	Communicate plan design changes for upcoming plan year, and confirm key dates associated with any new plan year updates; modify and update performance system with plan design changes; test plan design changes; manage all communication to Client employees and managers related to annual performance evaluations and new plan year updates		X		
	Assist with testing of system set-up for new plan year	X			
Manager Self Service	Provide technology to enable Client managers to: <ul style="list-style-type: none"> • Update performance evaluations • Create and manage development plans • Update talent plans 	X			
Employee Self Service	Provide technology to enable Client employees to: <ul style="list-style-type: none"> • Update employee talent profiles • Set objectives • Create and edit individual development plans • Create and submit mid-year self-assessments • Create, submit, and accept end-of-year performance self-assessments 	X			
	Provide best practices information regarding expectations, process, and timing for completing succession plans	X			

Talent Management Solutions		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
ADP Succession Management	Define and communicate expectations, process, and timing for completing succession plans		X		
	Provide succession planning system that enables Client managers and practitioners to: <ul style="list-style-type: none"> Identify critical positions and manage succession planning processes Organize succession planning by position and individual 	X			
	Define and communicate expectations, process, and timing for completing succession plans		X		
	Provide succession planning system that enables Client managers and practitioners to: <ul style="list-style-type: none"> Identify critical positions and manage succession planning processes Organize succession planning by position and individual 	X			

ADP Time & Attendance Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Overview	Host and maintain ADP Enterprise eTIME Application Program, calculate and process time and labor data	X			
	Define business rules related to time & attendance setup and report distribution process within Client organization; enforce business rule compliance; update ADP timely regarding organizational changes with potential impact to ADP Time & Attendance Services		X		
Labor Data Transaction Collection/Approval	Provide ongoing remote support of time clocks at Client locations, as applicable; process employee time entry in accordance with scheduled Client payrolls	X			
	Enter time and labor data into ADP Time & Attendance; validate data accuracy, sign off and approve time files; review any error notification(s) and adjust entries, as needed; review and approve employee time cards; notify employees of any discrepancies; follow Client internal process to document any edits made		X		
Table Maintenance	Perform employee level and holiday table maintenance		X		
	Assist Client practitioners with inquiries related to employee level and holiday table maintenance	X			
	Notify ADP of changes to Client-defined work rules		X		

ADP Time & Attendance Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Rules Engine Maintenance	Update application based on changes to Client-defined work rules, including rounding criteria, as well as paid break, shift differential, and pay cycle requirements	X			NOTE: Updates for changes to Client-defined work rules are subject to Change Control
User Interface Maintenance	Inform ADP of any Client changes to organizational hierarchy at division, department, crew, or employee level that may impact data fields, edit modes, override options, and/or individual employee information		X		
	Set up and manage workflow for report distribution and specific workflow notifications (e.g., notifications to supervisors to approve timesheets; notification to employees to approve timesheets)	X			
	Maintain ADP Time & Attendance settings based on Client direction as set forth in the previous row, and provide multiple views of employee time entry showing: <ul style="list-style-type: none"> • Web time entry/time maintenance • Accrual balances • Time card recap • Time card approval • Attendance exceptions • Schedule override by employee 	X			
Client Practitioner Support	Track and resolve online and phone inquiries from Client practitioners regarding: <ul style="list-style-type: none"> • Interface errors • Application reports and Client-created queries • Assistance with Client completion of historical edits • Group schedules and accruals • Configuration options • Application availability and performance • Available practitioner training • Additional licenses required 	X			
Interface Administration	Ensure data supplied from non-ADP systems/applications is provided in accordance with mutually agreed processing schedule and format; manage import and export of data into and out of ADP systems as configured during implementation; review and validate control totals and make any necessary corrections in the appropriate ADP Application Program(s); manage relationship with Client third party vendors		X		



ADP Time & Attendance Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
	Provide support to assist Client in addressing import and/or export corrections	X			
Hardware Maintenance	Provide Hardware Maintenance, including remote technical support	X			NOTE: Hardware maintenance unavailable for hardware located outside the U.S., Canada, and Puerto Rico
	Contact ADP to report inoperative hardware; provide ADP connectivity to access hardware (if needed); ensure hardware is prepared for maintenance by removing all features, parts, options, alterations, and attachments not covered under the Agreement; removing and controlling files prior to maintenance and replacing or reloading such files upon completion of maintenance; and informing ADP of changes in related hardware and software and configuration of such hardware and software		X		
	Assess request; determine and communicate to Client whether issue is result of defective material or not; repair or replace any parts found to be defective and covered by hardware maintenance	X			

ADP Workforce Manager Service	
ADP Workforce Manager System Description	<p>Workforce Manager is a multi-tenant, SAAS, cloud-deployed workforce management service.</p> <p>Assist managers and employees with collection and tracking their time and attendance. Functionalities of ADP Workforce Manager include:</p> <ul style="list-style-type: none"> Ability to manage time and attendance: <ul style="list-style-type: none"> collect times (clock in/clock out times or timesheet) <ul style="list-style-type: none"> Hourly timekeeping – enables employees to record start and stop times for work using various methods with data collection devices or the web interface Salaried timekeeping- is used for employees who enter duration of time per day, often against a set of projects or paycodes calculate total hours based on times collected, calculate premiums (night hours, working holidays, overtimes, etc.) generate exceptions and alerts create and maintain pay rules to calculate paycodes for all type of employees (full-timers /part-timers) provide employee with the ability to request time off; provide manager with the ability to approve time off through approval workflow provide managers with ability to delegate authority perform historical corrections on previous periods Schedule management: <ul style="list-style-type: none"> create and maintain shift templates and shift patterns that can be assigned to employee enter and track absence in the team schedule Reporting: extract data and build reports on both absence and time data <p>Audit: Ability to maintain audit trail to keep track of edits</p>
ADP Workforce Manager Timekeeping Options	<p>Workforce Manager is offered in two variations which can be “mixed & matched”</p> <ul style="list-style-type: none"> Hourly timekeeping which totals all punches and durations primarily designed for hourly employees Salaried timekeeping which totals durations primarily designed for salaried employees

ADP Workforce Manager Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
General Maintenance	Perform employee level and holiday table maintenance		X		
	Assist Authorized Contacts with inquiries related to employee level and holiday table maintenance	X			Maintenance requiring more than 2 hours of effort is subject to Change Control
	Keep payroll sign off up to date		X		
Rules Maintenance	Notify ADP of changes to Client-defined pay rules		X		
	Update application based on changes to Client-defined pay rules	X			Updates requiring more than 2 hours of effort are subject to Change Control

ADP Workforce Manager Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Organizational Maintenance	Notify ADP of any Client changes to organizational hierarchy that may impact configuration		X		
	Update application based on changes to Client-defined organizational hierarchy	X			Updates requiring more than 2 hours of effort are subject to Change Control
Authorized Contact Support	Track and resolve online and phone inquiries from Authorized Contacts	X			
	Provide toll free number, CRM, Service Connect application access	X			
	Designate in writing up to 5 Authorized Contacts and provide contact details		X		
	Provide support for Authorized Contacts	X			
Interface Administration	Review and validate control totals and make any necessary corrections in the applicable ADP Application Program(s); manage relationship with Client third party vendors		X		
	Ensure data supplied from non-ADP systems/applications is provided in accordance with mutually agreed interface specifications		X		
	Manage import and export of data into and out of ADP Application Programs		X		
	Provide support to assist Client in addressing import and/or export corrections	X			
	Review, approve, and initiate transmission of time, attendance and labor data to payroll system		X		
	Provide support to assist Client in addressing import and/or export corrections	X			

Additional Modules and Services

The following additional modules and Services are available for purchase in approved countries. Such additional modules and/or Services are in scope if explicitly set forth in the Pricing and Financial Terms Appendix.

ADP Workforce Manager Services	
Task/Activity	
Accruals + Leave + Attendance	Include Accruals and Leave features PLUS provide the ability to monitor and enforce any punitive and/or reward policies related to attendance failures and/or accomplishments. For example, late in, early out, or absent for the day. Note: Hours Based Leave support only



ADP Workforce Manager Services	
Task/Activity	
Analytics	Labor Reporting & Metrics that provide you with data when and where you need it to make better labor decisions

ADP Workforce Manager Services		Responsibility			
Area	Task/Activity	ADP	Client	Third Party	Notes
Hardware	Arrange shipment of time clocks to Client	X			
	Ensure delivery of time clocks by managing country specific customs clearance procedures		X		
	Provide ongoing remote software support of time clocks at Client locations	X			Client involvement may be required.
Hardware - Maintenance	Contact ADP to report inoperative time clocks; provide ADP connectivity to access time clocks (if needed); ensure time clocks are prepared for maintenance		X		Maintenance is included in all Time clock Subscriptions. Maintenance for Purchased Time clocks is subject to an annual fee as set forth in the Pricing and Financial Terms Appendix
	Assess request, repair or replace any parts found to be defective and covered by time clock maintenance	X			
	Return defective time clocks to ADP		X		

SECTION 3

SOFTWARE AND SYSTEM REQUIREMENTS

Introduction

For all of the requirements listed on the following pages, the vendor is expected to respond in the column on the right according to the following parameters:

Y	Vendor is fully compliant with the requirement. If the vendor is partially compliant, they should indicate “N” rather than “Y” and include an explanation.
N	Vendor is not currently compliant with the requirement and does not plan to be compliant for the foreseeable future. Please note that a response of “N” will generally not disqualify a vendor from this competitive process.
M	Software currently does not meet the requirement, but this can be done as a modification at no cost.
M\$xxx	Software currently does not meet the requirement, but this can be done as a modification for an additional cost. The vendor should indicate in the “xxx” what the estimated cost will be.
F	The software does not meet the requirement, but the feature is under development and will be provided at a future date at no additional cost. If this code is used, a date should be supplied as well (e.g., F 8/6/2015).
N/A	Does Not Apply (stated another way: This requirement is not applicable due to the nature of the vendor’s specific solution). For example, questions referring to data being hosted offsite would not apply to vendors offering a solution to be served from the Augusta IT computer room.

Please note: Augusta reserves the right to automatically disqualify for consideration any vendor that is found to have answered these questions falsely with the intent to deceive in order to artificially enhance their chances of becoming the vendor of choice for this project.

Additionally, some information is supplied in these requirements simply as information to make the vendor aware that there may be further discussion required in later phases of the selection process.

A. Statement of Scope

1. Fully integrated Human Resources Information System & Payroll System.

B. Vendor Response to Augusta Software Technology Contract Requirements

ID	Requirements	Response
IT-1 Database Type and Schema		
IT-1-1	The proposed solution is: 1) An Intranet Browser-Based solution that utilizes a MS SQL Server database. 2) A SAAS solution hosted by the Vendor. 3) Other – Please elaborate.	
IT-1-2	The vendor must provide an updated copy of the production database schemas for the purpose of understanding the system and generating reports. The vendor must provide current updates if/when the schemas change. This includes a data dictionary that explains table and field names, as well as identification of primary and foreign keys.	
IT-1-3	The vendor must provide an API that allows Augusta to query and retrieve data as necessary. If there is any data that cannot be queried or retrieved, please indicate that in your response.	

ID	Requirements	Response
IT-2 Database features for Archiving, Testing, Restore, and Data Integrity		
IT-2-1	It must be possible to restore a historical backup of the database and do a forward recovery.	
IT-2-2	Editing controls should be in place to protect data integrity by ensuring that incomplete or incorrect data cannot be entered or processed and that entries cannot be processed in the wrong sequence.	
IT-2-3	Software should be able to archive and purge selected information in order to remove historical records that are not required to be retained permanently. Provides the ability to archive/purge based on date range.	
IT-2-4	Vendor should provide for a solution that permits a production environment and a test environment to reside on the same server so that upgrades and service packs can be tested prior to being implemented in production. There shall be no additional license or maintenance fees for the test system as it will be used solely for testing purposes. Augusta certifies that no production work shall take place on this server unless it is through mutual consent with the vendor and recorded in writing.	
IT-3 System Security		
IT-3-1	The system must include security that logs all database transactions, recording user, date and time.	
IT-3-2	Access to the system must be protected by unique user identification codes and passwords.	
IT-3-3	Software must allow assignment of access privileges by user for each system module.	
IT-3-4	The proposed software allows the System Administrator to create user "profiles" that allow granting security rights to various functions of the system. Each user can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile, which gives them all of the rights of the particular group. They can also change the specific rights for any individual user.	
IT-3-5	Software offers security feature to grant/deny access to software functions for each user. Security should be configurable down to the level of each individual module, menu choice, table, or column, depending on vendor's system architecture.	
IT-3-6	The software provides the ability to set up a user with inquiry-only access.	
IT-3-7	Software should not require users to have administrative rights to their PC in order to run the program or execute most functions.	
IT-4 Software Architecture and System Integration		
IT-4-1	Software will provide an audit trail of user/date/time when records are added/modified/deleted.	
IT-4-2	More than one user may update the database at the same time, in the same program. A record locking feature must prevent the loss of data when two or more users are updating the same record.	

ID	Requirements	Response
IT-4-3	The system should use administrative tables so that common information can be stored in one place and accessed from multiple modules.	
IT-4-4	The system should maintain the ability to export certain data as needed.	
IT-4-5	Any menus, toolbar items, and buttons that are unavailable are grayed out rather than designated by “button/function not available” or other error messages that impede workflow.	
IT-4-6	The system allows data to be shared among the different modules.	
IT-4-7	Software offers the ability to attach scanned or imported documents (in their native format) to records stored in the database. Example: scanned birth certificates, driver’s license, pictures and layouts (in PDF, TIF, JPG, other formats), MS Office documents, etc.	
IT-5 Interfaces		
IT-5-1	The software must have a GUI interface that provides a flexible, menu-driven environment from which the user invokes system functions.	
IT-5-2	Menus in the GUI should have a consistent “look and feel,” meaning a common arrangement of menus, buttons, boxes, etc. that are the same from one menu to another.	
IT-5-3	The proposed software will operate on the latest Windows environment if it is not browser based. If it is browser based, the software should operate within any current browser.	
IT-5-4	Vendor intends to maintain compatibility with future updates / modifications to MS operating systems such that the software will be compatible with updates and service packs within six months after their public release.	
IT-5-5	It is preferred that the software operate from a standard Internet browser (preferably Google Chrome, Mozilla Firefox, or Windows Edge) such that, in most cases, no software is required on the users’ desktop. If a pure browser-based solution is not available, then please describe the solution that your company provides.	
IT-6 Vendor Presentation		
IT-6-1	If selected to present their product to the selection committee, the vendor should be prepared to have all software modules ready for presentation. A vendor may be disqualified if modules / products that are “in development” or otherwise not ready to present or implement are represented as being complete in this RFP.	
IT-6-2	Vendor should make every effort to demonstrate features LIVE in the presentation to effectively illustrate their product. Examples include being prepared to scan and/or print a document if that is an integral part of a business process.	
IT-7 Maintenance and Support		
IT-7-1	Augusta does not expect to pay maintenance on any product in the first year. Billable maintenance will begin on the anniversary of the “go live date.” A response to this question indicating that the vendor will not honor Augusta’s expectation here may result in immediate disqualification.	

ID	Requirements	Response
IT-7-2	The Vendor provides a toll-free telephone number for technical support. Hours: _____ AM ET to _____ PM ET	
IT-7-3	Please describe levels of technical support and the turnaround time for help desk calls expected at each level. Attach additional sheet(s) as necessary to explain your Service Level Agreement (SLA).	
IT-7-4	Vendor has a semi/bi/annual user group meeting or conference for customers.	
IT-7-5	Upgrades of software are covered under annual maintenance (stated another way: We will not have to re-buy the next version of the software).	
IT-7-6	Vendor shall be on-site during the official "Go-Live" of the software unless Augusta specifically agrees that they need not be present.	
IT-7-7	When vendor personnel are on-site working with Augusta personnel, they shall not send, check, or read email, text-messages, voicemail, phone calls (via cell phones or land lines), pagers, etc. related to other customers or business except in cases of emergency, except during lunch or breaks. If Augusta has paid for vendor personnel to be on-site working with our personnel on our project(s), vendor is expected to be focused on our work.	
IT-8 Vendor Connectivity		
IT-8-1	Vendor must agree to remotely support this technology using Augusta's chosen platform for VPN access. Augusta's current vendor access platform is SecureLink. Vendor will agree to register through and use the designated platform for any connection to the Augusta network. Vendor understands that any connection will be recorded and logged by Augusta.	
IT-9 Entirety of Agreement		
IT-9-1	All documents, scopes of work, costs, and activities related to the project are expected to be included as part of the contract signed between Augusta and the chosen vendor. Change Order Management will be explicitly covered under the contract provisions in order to protect Augusta from unexpected costs and to protect the vendor from post-contract additions/requests from Augusta, but as a general rule it is expected that Augusta will have no additional expenses other than what is spelled out in the final contract.	
IT-9-2	All support will be provided entirely by the vendor making this proposal. Augusta desires one point of contact for support for the proposed application(s) rather than dealing with multiple third-party vendors.	
IT-9-3	All training will be provided by the chosen vendor. Please describe how that training will occur and the related costs.	
IT-10 General Technical Requirements		
IT-10-1	The proposed solution is compatible with operating across a wide area network. Please indicate minimum required level of connectivity (DSL, LAN, etc.).	
IT-10-2	Vendor should indicate recommended client workstation requirements.	

ID	Requirements	Response
IT-10-3	Vendor should indicate the recommended server requirements for various components as necessary (application, database, web, and storage/SAN, etc.)	
IT-10-4	Vendor should include list of specialized equipment required for their solution, to include cards and/or peripherals such as touch screens, cash drawers, receipt printers, microphones, speakers, camera, etc., bar code readers and/or magnetic stripe readers, etc. (as needed / if applicable).	
IT-10-5	Vendor should indicate any third-party software that is required to work with their solution, including plug-ins, DirectX, Java, Adobe software, media players, etc. The version number of each software should be included as well.	
IT-10-6	If Augusta is to host the application, server should operate on a Microsoft Windows-based server.	
IT-10-7	If Augusta is to host the application, server should be capable of operating in a virtual environment. The current Augusta standard is VMWare.	
IT-10-8	If there are mobile features / modules, vendor should provide customer references that are using the modules and be prepared to demonstrate them.	
IT-11 General Report Characteristics		
IT-11-1	All reports within the software have the ability to be viewed on screen, printed, or output as RTF, Excel Spreadsheet, HTML, Text or PDF files. In addition, all reports can be emailed as an RTF, Excel Spreadsheet, HTML, Text or PDF attachment.	
IT-11-2	In addition to the standard reports, a report writer must be available to produce ad-hoc and customized reports. Further, the system must permit reporting via a third-party report writer, such as Crystal Reports, or SQL Report.	

Specific Solution Software Requirements

ID	Requirements	Response
HR-1 Position Control		
HR-1-1	The solution must allow for multiple position tracking to track incumbents who hold multiple positions in an organization; hold a separate employee record for each incumbent.	
HR-1-2	The solution must allow for multiple positions per incumbent - track positions that are available for each incumbent at any point of time.	
HR-1-3	The solution must allow for multitudinous account distributions per position (i.e., to create multiple account distributions per position).	
HR-1-4	The solution must display complete job description with full position requirements at the click of a button.	
HR-1-5	The solution must automatically and seamlessly integrate with applicant tracking to show current and historic information of applicant status at any point of time.	

ID	Requirements	Response
HR-1-6	The solution must provide canned and custom reports – that is, generate custom reports by providing various filter drop-down options relevant to position control.	
HR-1-7	The solution must be date/calendar driven - to track incumbent's hire date, joining date, termination date, and vacancy statistics like total amount of time a particular position is vacant, number of times it is vacant, etc.	
HR-1-8	The solution must integrate with the payroll solution for benefit deduction/contributions, and the payroll solution must be capable of providing accounting information to the City's ERP.	
HR-2 Time and Attendance		
HR-2-1	The solution must provide the ability to configure 9/80s, 4/10s, overtime rules, etc.	
HR-2-2	The solution must allow for shift differentials & premiums.	
HR-2-3	The solution must allow for FLSA calculations.	
HR-2-4	The solution must provide integrated time and attendance capability.	
HR-2-5	The solution must allow for flexible data collection (e.g., electronic timesheets, time clocks, badges, biometrics, and geofenced reporting).	
HR-2-6	The solution must provide the ability to track by multiple cost control codes.	
HR-2-7	The solution must provide approval and reporting capabilities for supervisors.	
HR-2-8	The solution must provide leave accounting and reporting (e.g., vacation, sick, holiday, FMLA, disability).	
HR-2-9	The solution should provide automatic notifications and alerts (exception reporting).	
HR-2-10	The solution must allow for mobile access through a website and/or mobile app to check deposit, access news, request/approve time off, etc.	
HR-3 Human Resources Information Data & Functionality		
HR-3-1	The system must provide the ability to transfer employment applications into employee records.	
HR-3-2	The system must allow for automated placement and on-boarding.	
HR-3-3	The solution must allow for the maintenance of employee information.	
HR-3-4	The system should provide an automated workflow for RPAs (Request for Personnel Action), preferably through a web interface.	
HR-3-5	The system must allow for job description management.	
HR-3-6	The system must allow for dependent verification.	
HR-3-7	The system must allow for the automated implementation of mass changes to employee information.	

ID	Requirements	Response
HR-4 Absence and FMLA Management		
HR-4-1	The system must provide the ability to request new leave, view pending and active leave, and check remaining time balances.	
HR-4-2	The system should provide for the ability to receive and send notifications about new messages and/or documents.	
HR-4-3	The system should allow access to forms, key regulations, and reporting.	
HR-4-4	The system should provide the ability to allocate, track and grant leave as well as allow for employees to request and track their leave.	
HR-4-5	The system should allow employees to submit leave applications and for admins/managers to approve or reject the leave applications.	
HR-5 Compensation Management		
HR-5-1	The solution must provide salary/compensation and forecasting tools.	
HR-5-2	The solution must possess a centralized dashboard to visualize compensation data.	
HR-5-3	The solution must provide for pay equity management.	
HR-5-4	The solution must possess automated rules in compensation management.	
HR-5-5	The solution must provide automatic payroll updates.	
HR-5-6	The solution must allow for budget allocation.	
HR-5-7	The solution must possess a compensation dashboard.	
HR-5-8	The solution must possess a compensation grid.	
HR-5-9	The solution must allow for compensation packages.	
HR-5-10	The solution must allow for compensation planning.	
HR-5-11	The solution must possess a compensation plan view.	
HR-5-12	The solution must possess compensation reports.	
HR-5-13	The solution must provide compensation survey management.	
HR-5-14	The solution must possess automated rules in compensation management.	
HR-6 Benefits Administration		
HR-6-1	The system must provide for payments integration with any third-party plan administrators.	
HR-6-2	The system must allow for integrated leave and benefits accounting with the fiscal management system.	
HR-6-3	The system must provide an Affordable Care Act (ACA) dashboard, automated reporting to the IRS, the ability to generate 1095s, and the ability to create IRS upload files as needed.	
HR-6-4	The system must allow for ACA eligibility calculations.	
HR-6-5	The system should provide actionable recommendations.	

ID	Requirements	Response
HR-6-6	The system must allow for assessment surveys.	
HR-6-7	The system must provide automated evidence of insurability.	
HR-6-8	The system should provide benefits administration capabilities.	
HR-6-9	The system must provide benefits analytics.	
HR-6-10	The system must possess the ability to create benefits statements.	
HR-6-11	The system must possess broker assistance capabilities.	
HR-6-12	The system must provide for COBRA administration.	
HR-6-13	The system must provide the ability to E-File 1094-C and 1095-C Forms.	
HR-6-14	The system must allow for employee profile access.	
HR-6-15	The system must possess life event management capabilities.	
HR-6-16	The system must allow for penalty alerts.	
HR-6-17	The system must provide rule-based eligibility.	
HR-6-18	The system should possess robust ACA tools. Please describe any tools not already addressed above.	
HR-7 On-boarding/Off-boarding		
HR-7-1	The solution must provide automated email notifications.	
HR-7-2	The solution must provide for background screening.	
HR-7-3	The solution must provide for compliance reporting.	
HR-7-4	The solution must provide for the hiring and management of contingent workers.	
HR-7-5	The solution must provide the ability for digital signatures.	
HR-7-6	The solution must allow for employee transfer.	
HR-7-7	The solution must provide employee lifecycle tracking.	
HR-7-8	The solution must provide for employee withholding certificates.	
HR-7-9	The solution must possess a job applications dashboard.	
HR-7-10	The solution must allow for offer letter creation.	
HR-7-11	The solution must provide an onboarding checklist.	
HR-7-12	The solution must provide web-based forms.	
HR-7-13	The solution must allow for termination reasons.	
HR-8 Performance Management		
HR-8-1	The system should possess a skills matrix.	
HR-8-2	The system should possess pre-built competency templates.	
HR-8-3	The system should allow for performance measurement and an automated evaluation workflow.	
HR-8-4	The system should provide multiple appraisal cycles.	
HR-8-5	The system should provide a goal monitoring dashboard.	
HR-8-6	The system should allow for goals management.	

ID	Requirements	Response
HR-8-7	The system should allow for feedback reports.	
HR-8-8	The system should possess employee coaching capabilities.	
HR-8-9	The system should allow for development plans.	
HR-8-10	The system should allow for competency management.	
HR-8-11	The system should provide appraisal reports.	
HR-8-12	The system should allow for 360-degree feedback.	
HR-9 Discipline Tracking		
HR-9-1	The solution should provide for the maintenance of discipline and grievance information.	
HR-9-2	The solution should provide the ability to submit online grievances.	
HR-9-3	The solution should allow for logging, viewing, and reviewing both current and historical disciplinary events.	
HR-10 Compliance		
HR-10-1	The system must provide the ability to monitor compliance regulations.	
HR-10-2	The system must provide customizable HR documents for different types of policies.	
HR-10-3	The system must allow the ability to classify, file, and manage pertinent documents.	
HR-10-4	The system must provide tools to communicate compliance risks to employees.	
HR-11 Recruitment and Applicant Tracking		
HR-11-1	<p>The solution must provide the following recruitment and tracking capabilities.</p> <ul style="list-style-type: none"> • Talent Pool Search • Recruitment Pipeline • Automated Job Posting • Interview Management • Employee Referral • Creation of Career Pages • Career Portal 	
HR-12 Learning Management System		
HR-12-1	The system must provide the ability to integrate current employees and onboard new employees simultaneously.	
HR-12-2	The system must provide the ability to upload or build custom courses.	
HR-12-3	The system must allow for centralized training & tracking.	
HR-12-4	The system must possess reporting & compliance.	
HR-12-5	The system must allow for modernized training processes.	
HR-12-6	The system must possess a mobile-friendly interface training app/website.	

ID	Requirements	Response
HR-12-7	The system must provide for skills gap analysis (SGA).	
HR-12-8	The system must allow for assessments & quizzes.	
HR-12-9	The system must allow for self-synchronization learning.	
HR-12-10	The system must allow for compliance/risk management training.	
HR-12-11	The system must allow for and track continuing education units (CEUs).	
HR-12-12	The system must allow for career pathway learning & development plans (i.e., new supervisors/managers).	
HR-13 Affordable Care Act (ACA) Reporting		
HR-13-1	The solution must provide the ability to generate ACA IRS Forms 1094-C/1095-C (digital and printed) for employees as well as electronic transmission forms to the IRS.	
HR-13-2	The solution must possess the ability to determine ACA full-time status (eligibility) for benefits based on look-back period.	
HR-13-3	The solution must allow for affordability/minimum essential coverage tracking.	
HR-13-4	The solution must allow for regulatory management.	
HR-14 Data/Document Management and Access		
HR-14-1	The system must allow for personal information.	
HR-14-2	The system must allow for job and salary history.	
HR-14-3	The system must allow for banking and tax details.	
HR-14-4	The system must allow for insurance plans.	
HR-14-5	The system must allow for time off requests.	
HR-14-6	The system must allow for disciplinary history.	
HR-14-7	The system must allow for performance feedback	
HR-14-8	<p>The system must provide an employee self-service portal for:</p> <ul style="list-style-type: none"> • Automatic Tax Document Generation. • Company Policies and Employee Handbook. • Document Access Control. • Document Repository. • Document Search and Sharing. • Document Updates and Printing. • Employee self-service example. • Benefits Election and Enrollment. • Expense Requests. • Internal Job Submission. • Leave Requests. • Pay Stub Access. • Personal Details. 	

ID	Requirements	Response
HR-14-9	<p>The system must allow for the ability to create a realistic plan for the future of employees to include:</p> <ul style="list-style-type: none"> • Succession Planning. • Talent Insights Dashboard. • Talent Matrix. • Talent Pool. • Nine Box Grid. • Talent Reviews View. 	
PYR-1 Payroll		
PYR-1-1	The solution must possess the ability to import current pay-codes, deduction types/definitions, contribution types/definitions, and any other necessary data from existing payroll applications. Please briefly elaborate.	
PYR-1-2	The application must possess the ability to import past payroll accumulator records for employees. Please briefly elaborate.	
PYR-1-3	The application must possess the ability to import any other types of employee data necessary for payroll production from other payroll applications. Please briefly elaborate.	
PYR-1-4	The application must possess the ability to export accounting/financial records post-payroll to the financial system of record. Please briefly elaborate.	
PYR-1-5	The application must possess the ability to configure multiple types of payroll runs and frequencies. (Ex. 26 regular pay periods per year for regular employees, 12 monthly pay periods for certain elected officials, on-demand payrolls outside of the above cycles, when necessary, etc.).	
PYR-1-6	The application must possess the ability to add unscheduled and/or off-cycle payrolls (i.e., one-time lump sum payments). It should allow for separate payrolls to be created for the same payroll check date.	
PYR-1-7	The application must possess the ability to assign different frequencies of deductions by type (ex. Pension deductions 26 times per year, Health insurance deductions 24 times per year, etc.).	
PYR-1-8	The application must possess canned payroll reports.	
PYR-1-9	The application must possess the ability to create ad-hoc reports and to customize existing reports. Please elaborate on the process, needed tools, and so forth for creating new reports or altering existing reports.	
PYR-1-10	The application must possess the ability to create reports in third-party report writing applications if there is not a report writer native to the solution (ex. Crystal Reports, Cognos, etc.).	
PYR-1-11	The application must possess the ability for queries to be made using the SQL scripting language.	
PYR-1-12	The system should provide a portal solution for employees to view post-payroll information online (W2s, check stubs, etc.).	

ID	Requirements	Response
PYR-1-13	The system should possess the ability for employees to estimate their net pay.	
PYR-1-14	The application must allow for the segregation of responsibilities between Payroll and HR through granular user security.	
PYR-1-15	The application should allow for the payroll staff to lock-out non-payroll users during payroll runs so that payroll integrity can be achieved. If this is to be achieved through some other means, please elaborate.	
PYR-1-16	The application must allow for exempt and non-exempt employees to be configured differently for payroll purposes. Currently, exempt employees are not paid based on time-card hours, but their leave accruals are maintained within the time-keeping system.	
PYR-1-17	The application must possess the ability to void and re-issue payroll checks.	
PYR-1-18	The application should possess the ability to track enrollment and use of sick-pool hours. The sick pool is an added benefit within the city where employees can contribute their sick leave to other employees in need. This is currently tracked manually as it is a different benefit than sick leave accrual.	
PYR-1-19	The application must possess the ability for payroll to run a query or to run a report on employees with no hours on their timecards.	
PYR-1-20	The application must allow employees to update direct deposit information as well as tax withholdings through a workflow process that involves both approvals and notifications as necessary.	
PYR-1-21	The application should send notifications to payroll staff regarding final payments of garnishments, IRS levies, and bankruptcies.	
PYR-1-22	The system must allow for the continued printing of check stubs if needed (both during payroll runs and afterwards).	
PYR-1-23	The application must allow for the historical archiving of past payroll information to include payroll runs from the current payroll system to be replaced.	
PYR-1-24	The system must allow for maximum leave accruals to be tracked and enforced.	
PYR-1-25	The system must allow for non-city employees to be configured differently and paid through the payroll process. Specific to Augusta, certain departmental employees (Library, Public Defender's Office, and many others) are not county employees; however, the Payroll Department is their main payroll entity.	
PYR-1-26	The system must possess the ability to create and export post-payroll flat-files, csv files, or other files as necessary for transmission to other entities (ex. Pension files, Credit Union Files, Workers-Comp files, etc.). Examples of these files can be provided as necessary as each file transmits different information.	
PYR-1-27	The system must possess the ability to create needed flat files, .csv files, or other files as necessary in the future if a new need arises.	

ID	Requirements	Response
PYR-1-28	The City offers a gym-membership reimbursement to employees based on their monthly visits to the gym. Currently, a file is uploaded into the payroll system to allow for those reimbursements. The application should be able to accommodate that process.	
PYR-1-29	<p>The system must possess the ability to automatically generate, submit, and/or print the following files:</p> <ol style="list-style-type: none"> 1. Form 941 2. Form W-2c 3. Form W-2 4. Georgia Quarterly Reports 5. ACA Compliance Reports 6. Form 1099 <p>Please elaborate on what capability exists for each form.</p>	
PYR-2 Other		
PYR-2-1	Does the vendor have any other clients using their product for payroll and Central Square for Finance/Accounting? Please elaborate on those clients and provide contact information if so.	
PYR-2-2	Has the vendor worked with any other clients who have exported payroll data from Central Square to their product? Please elaborate on those clients and provide contact information if so.	
PYR-2-3	Please elaborate on what the expected import of data from Central Square into this system would require and how it would move forward.	
PYR-2-4	The application must possess audit tracking capabilities for all modules across the system.	
PYR-2-5	Please detail the number of years of data that can be housed in your system.	
PYR-2-6	Please detail any storage limitations.	
PYR-2-7	Please detail any alternative storage solutions.	
PYR-2-8	Please detail the advanced security measures available within the application (MFA, encryption, etc.).	
PYR-2-9	The data contained within the system must be encrypted both in-transit and at-rest. Please elaborate as needed.	



Software Requirements

IT-1 Database Type and Schema

S.No	Question	Response	Optional Comments
IT-1-1	The proposed solution is: 1) An Intranet Browser-Based solution that utilizes a MS SQL Server database. 2) A SAAS solution hosted by the Vendor. 3) Other – Please elaborate.	Y	The proposed solution is a SaaS solution hosted by ADP.
IT-1-2	The vendor must provide an updated copy of the production database schemas for the purpose of understanding the system and generating reports. The vendor must provide current updates if/when the schemas change. This includes a data dictionary that explains table and field names, as well as identification of primary and foreign keys.	Y	
IT-1-3	The vendor must provide an API that allows Augusta to query and retrieve data as necessary. If there is any data that cannot be queried or retrieved, please indicate that in your response.	Y	

IT-2 Database features for Archiving, Testing, Restore, and Data Integrity

S.No	Question	Response	Optional Comments
IT-2-1	It must be possible to restore a historical backup of the database and do a forward recovery.	Y	
IT-2-2	Editing controls should be in place to protect data integrity by ensuring that incomplete or incorrect data cannot be entered or processed and that entries cannot be processed in the wrong sequence.	Y	
IT-2-3	Software should be able to archive and purge selected information in order to remove historical records that are not required to be retained permanently. Provides the	Y	



S.No	Question	Response	Optional Comments
	ability to archive/purge based on date range.		
IT-2-4	Vendor should provide for a solution that permits a production environment and a test environment to reside on the same server so that upgrades and service packs can be tested prior to being implemented in production. There shall be no additional license or maintenance fees for the test system as it will be used solely for testing purposes. Augusta certifies that no production work shall take place on this server unless it is through mutual consent with the vendor and recorded in writing.	Y	<p>The system is available and accessible in two distinct environments throughout the relationship life cycle.</p> <p>The test environment is initially available for staging and converting data prior to testing in the production environment. It remains available for any type of future testing, software update exploration, training, etc. The production environment is where final testing is conducted and set for go-live. It is used for ongoing production processing.</p>

IT-3 System Security

S.No	Question	Response	Optional Comments
IT-3-1	The system must include security that logs all database transactions, recording user, date and time.	Y	
IT-3-2	Access to the system must be protected by unique user identification codes and passwords.	Y	
IT-3-3	Software must allow assignment of access privileges by user for each system module.	Y	
IT-3-4	The proposed software allows the System Administrator to create user "profiles" that allow granting security rights to various functions of the system. Each user can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile, which gives them all of the rights of the particular group. They can also change the specific rights for any individual user.	Y	
IT-3-5	Software offers security feature to grant/deny access to software functions for each user. Security should be configurable down to the level of each individual module, menu choice, table, or	Y	



S.No	Question	Response	Optional Comments
	column, depending on vendor's system architecture.		
IT-3-6	The software provides the ability to set up a user with inquiry-only access.	Y	
IT-3-7	Software should not require users to have administrative rights to their PC in order to run the program or execute most functions.	Y	

IT-4 Software Architecture and System Integration

S.No	Question	Response	Optional Comments
IT-4-1	Software will provide an audit trail of user/date/time when records are added/modified/deleted.	Y	
IT-4-2	More than one user may update the database at the same time, in the same program. A record locking feature must prevent the loss of data when two or more users are updating the same record.	Y	
IT-4-3	The system should use administrative tables so that common information can be stored in one place and accessed from multiple modules.	Y	
IT-4-4	The system should maintain the ability to export certain data as needed.	Y	
IT-4-5	Any menus, toolbar items, and buttons that are unavailable are grayed out rather than designated by "button/function not available" or other error messages that impede workflow.	Y	
IT-4-6	The system allows data to be shared among the different modules.	Y	
IT-4-7	Software offers the ability to attach scanned or imported documents (in their native format) to records stored in the database. Example: scanned birth certificates, driver's license, pictures and layouts (in PDF, TIF, JPG, other formats), MS Office documents, etc.	Y	Users can upload the following file types: ■ DOC, PDF, JPG, WMV and TIF



IT-5 Interfaces

S.No	Question	Response	Optional Comments
IT-5-1	The software must have a GUI interface that provides a flexible, menu-driven environment from which the user invokes system functions.	Y	
IT-5-2	Menus in the GUI should have a consistent "look and feel," meaning a common arrangement of menus, buttons, boxes, etc. that are the same from one menu to another.	Y	
IT-5-3	The proposed software will operate on the latest Windows environment if it is not browser based. If it is browser based, the software should operate within any current browser.	N	<p>ADP Vantage HCM® is supported on the following browsers:</p> <p>Microsoft® Edge</p> <p>Mozilla® Firefox® (Latest version)</p> <p>Apple® Safari® Version 13 and later</p> <p>Google® Chrome® (Latest version)</p> <p>Important Notes:</p> <p>Google® has phased out support for Java in Chrome version 45 and later. Chrome version 45 and later is not supported for ADP Vantage HCM Time Java pages.</p> <p>Adobe® Flash® v17 or higher is required with ADP Vantage HCM® Talent, Time versions up to and including version 8.1.2, and Video Help. (Time clients with v8.1.3+ using Leave Requests, Manager Delegation, and Scheduler may require Flash.)</p> <p>Adobe® Reader® v 11 is required for printing reports in PDF format, Pay Statements, W2s and manual checks.</p> <p>Updated: January 2023</p>



S.No	Question	Response	Optional Comments
IT-5-4	Vendor intends to maintain compatibility with future updates / modifications to MS operating systems such that the software will be compatible with updates and service packs within six months after their public release.	Y	
IT-5-5	It is preferred that the software operate from a standard Internet browser (preferably Google Chrome, Mozilla Firefox, or Windows Edge) such that, in most cases, no software is required on the users' desktop. If a pure browser-based solution is not available, then please describe the solution that your company provides.	Y	

IT-6 Vendor Presentation

S.No	Question	Response	Optional Comments
IT-6-1	If selected to present their product to the selection committee, the vendor should be prepared to have all software modules ready for presentation. A vendor may be disqualified if modules / products that are "in development" or otherwise not ready to present or implement are represented as being complete in this RFP.	Y	Understood.
IT-6-2	Vendor should make every effort to demonstrate features LIVE in the presentation to effectively illustrate their product. Examples include being prepared to scan and/or print a document if that is an integral part of a business process.	Y	Understood.



IT-7 Maintenance and Support

S.No	Question	Response	Optional Comments
IT-7-1	Augusta does not expect to pay maintenance on any product in the first year. Billable maintenance will begin on the anniversary of the "go live date." A response to this question indicating that the vendor will not honor Augusta's expectation here may result in immediate disqualification.	Y	ADP structures billing to not begin until you are live on the solution. This includes implementation as well as ongoing costs.
IT-7-2	The Vendor provides a toll-free telephone number for technical support. Hours: AM ET to PM ET	Y	ADP provides local expertise and global reach — delivering flexible solutions to match, support, anticipate and keep pace with each client's specific strategy. Augusta can use your toll-free ADP telephone number for regular application and technical support Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. in your local time. After-hours support is available for urgent issues at no additional cost. Augusta can submit service requests to your ADP team 24x7 through the online Service Connect tool.
IT-7-3	Please describe levels of technical support and the turnaround time for help desk calls expected at each level. Attach additional sheet(s) as necessary to explain your Service Level Agreement (SLA).	Y	Escalation of service requests. Augusta may request escalation of an issue at any time (a user can designate severity of an issue). The first point of escalation should be your client service manager. Requests for escalation are often made if there are time constraints for resolving an issue (such as a scheduled deadline) or if the consultant currently responding to the issue is unable to resolve it.



S.No	Question	Response	Optional Comments
			<p>If an issue is escalated, your HCM manager determines the appropriate course of action and contacts you to discuss the issue and the best path for resolution.</p> <p>Each client support call is logged into our contact relationship management (CRM) system and tracked until the incident is closed. The CRM system helps us assist Augusta by providing:</p> <ul style="list-style-type: none"> ■ <i>Accountability.</i> Each Augusta inquiry is logged into the CRM tool so no open service requests are forgotten. ■ <i>Statistical reporting by client.</i> Reports list and define service request information and average resolution time, which keeps ADP management informed of the requirements of each account and how the open service requests are being resolved. ■ <i>Knowledge management.</i> This database provides the functional experts and Augusta a quick reference guide to assist in answering frequently asked questions. ■ <i>Online company profile.</i> All company-code payroll features, benefits plan design and important client dates are instantly displayed to provide the ADP service team accurate information to answer your questions. ■ <i>Online service request history.</i> Augusta's inquiries are documented and accessible to the entire client service team.



S.No	Question	Response	Optional Comments
			<p>■ <i>Previous service request history.</i> Immediate access to all previous service request history is available. The functional expert is aware of any ADP response to a client's inquiry.</p> <p>Service response priorities. A Priority 1 issue is an incident resulting in the client's application program or system processing capability rendered temporary inoperable (average initial response time is less than one hour). A Priority 2 issue has a serious business impact; however, the issue does not jeopardize a payroll scheduled to process that day, or the business-critical back-end interfaces created for payroll processing (such as 401(k) or direct deposit) are not affected (average initial response time is less than four hours).</p> <p>Issues are prioritized according to these severity levels, which apply during regular application and technical support hours.</p> <p>Telephone, email and/or eSupport communication methods are used for all issue priority levels.</p> <p>After-hours support is available for urgent/emergency situations. Augusta can email, talk to or leave a message for your assigned service consultant. You may also create a service request via our online client service tool.</p> <p>ADP uses a variety of tools to monitor service delivery and ensure our clients' satisfaction:</p>



S.No	Question	Response	Optional Comments
			<ul style="list-style-type: none"> ■ <i>Contact relationship management (CRM).</i> All calls and incidents are logged and tracked in ADP's CRM system. We closely monitor statistics (such as call response time and issue resolution time). Our CRM allows for: <ul style="list-style-type: none"> • Accountability. • Statistical reporting by client. • Knowledge management. • Online company profile information. • Online service request history. • Previous service request history. ■ <i>Knowledge management.</i> Service processes/procedures and job aids are documented in our knowledge management system. Knowledge articles are also client-facing for client self-service. This tool allows for: <ul style="list-style-type: none"> • Consistent service experience. • Quick resolution for client issues. ■ <i>Call monitoring management.</i> This system supports statistical reporting on client calls: <ul style="list-style-type: none"> • Volume (time of day). • Message percentage. • Transfer percentage. ■ <i>Call recording.</i> This system records most voice calls and screen activity, which enables quality control for client calls, including: <ul style="list-style-type: none"> • Incoming and outgoing call recording. • Quality reviews for consistent client experience.



S.No	Question	Response	Optional Comments
			<ul style="list-style-type: none"> ■ <i>Client self-service portal.</i> The client self-service portal is accessible directly from the ADP application to provide: <ul style="list-style-type: none"> • System documentation. • Integration with our CRM for service request submission and management. • Integration with our knowledge management tool for searching the knowledge base. • Self-service tools (such as tracking and SUI rate change).
IT-7-4	Vendor has a semi/bi/annual user group meeting or conference for customers.	Y	
IT-7-5	Upgrades of software are covered under annual maintenance (stated another way: We will not have to re-buy the next version of the software).	Y	
IT-7-6	Vendor shall be on-site during the official "Go-Live" of the software unless Augusta specifically agrees that they need not be present.	Y	We can structure this request into the proposal.
IT-7-7	When vendor personnel are on-site working with Augusta personnel, they shall not send, check, or read email, text-messages, voicemail, phone calls (via cell phones or land lines), pagers, etc. related to other customers or business except in cases of emergency, except during lunch or breaks. If Augusta has paid for vendor	Y	



S.No	Question	Response	Optional Comments
	personnel to be on-site working with our personnel on our project(s), vendor is expected to be focused on our work.		

IT-8 Vendor Connectivity

S.No	Question	Response	Optional Comments
IT-8-1	Vendor must agree to remotely support this technology using Augusta's chosen platform for VPN access. Augusta's current vendor access platform is SecureLink. Vendor will agree to register through and use the designated platform for any connection to the Augusta network. Vendor understands that any connection will be recorded and logged by Augusta.	N/A	The proposed solutions are delivered as a pure SaaS offering accessed over the public internet via a modern browser experience.

IT-9 Entirety of Agreement

S.No	Question	Response	Optional Comments
IT-9-1	All documents, scopes of work, costs, and activities related to the project are expected to be included as part of the contract signed between Augusta and the chosen vendor. Change Order Management will be explicitly covered under the contract provisions in order to protect Augusta from unexpected costs and to protect the vendor from post-contract additions/requests from Augusta, but as a general rule it is expected that Augusta will have no additional expenses other than what is spelled out in the final contract.	N	ADP is not agreeing to specific terms to be included in a proposed contract by submitting a proposal in response to this RFP. ADP's proposal assumes the parties will reach mutual agreement on suitable overall contractual terms and conditions materially similar to those within ADP's standard Global Master Services Agreement (GMSA). The GMSA contains the terms under which ADP does business with its clients and ADP recommends using it because it precisely addresses, describes



S.No	Question	Response	Optional Comments
			and supports the issues specific to and relevant to the provision of the services proposed hereunder. ADP is also open to considering specific provisions of the RFP, together with ADP's response, for possible inclusion in the negotiated agreement.
IT-9-2	All support will be provided entirely by the vendor making this proposal. Augusta desires one point of contact for support for the proposed application(s) rather than dealing with multiple third-party vendors.	Y	
IT-9-3	All training will be provided by the chosen vendor. Please describe how that training will occur and the related costs.	Y	

IT-10 General Technical Requirements

S.No	Question	Response	Optional Comments
IT-10-1	The proposed solution is compatible with operating across a wide area network. Please indicate minimum required level of connectivity (DSL, LAN, etc.).	Y	<p>System access requires the use of broadband-based internet communications (such as ADSL, Cable, T-1, MPLS, etc.). Mobile device access requires CDMA/GSM 3G/4G cellular or WiFi connectivity.</p> <p>ADP uses Gigabit internet connectivity to the data centers, which is load-balanced and supplied by independent Tier 1 ISP partners/suppliers. Each circuit supplied by the ISP is deployed with enough capacity to accommodate the entire data center traffic load in the event of a circuit failure.</p>



S.No	Question	Response	Optional Comments
IT-10-2	Vendor should indicate recommended client workstation requirements.	Y	
IT-10-3	Vendor should indicate the recommended server requirements for various components as necessary (application, database, web, and storage/SAN, etc.)	Y	
IT-10-4	Vendor should include list of specialized equipment required for their solution, to include cards and/or peripherals such as touch screens, cash drawers, receipt printers, microphones, speakers, camera, etc., bar code readers and/or magnetic stripe readers, etc. (as needed / if applicable).	Y	
IT-10-5	Vendor should indicate any third-party software that is required to work with their solution, including plug-ins, DirectX, Java, Adobe software, media players, etc. The version number of each software should be included as well.	Y	
IT-10-6	If Augusta is to host the application, server should operate on a Microsoft Windows-based server.	N/A	
IT-10-7	If Augusta is to host the application, server should be capable of operating in a virtual environment. The current Augusta standard is VMWare.	N/A	
IT-10-8	If there are mobile features / modules, vendor should provide customer references that are using the modules	Y	



S.No	Question	Response	Optional Comments
	and be prepared to demonstrate them.		

IT-11 General Report Characteristics

S.No	Question	Response	Optional Comments
IT-11-1	All reports within the software have the ability to be viewed on screen, printed, or output as RTF, Excel Spreadsheet, HTML, Text or PDF files. In addition, all reports can be emailed as an RTF, Excel Spreadsheet, HTML, Text or PDF attachment.	N	Standard and ad hoc reports span each functional HCM area and can be extracted into a variety of formats (HTML, PDF, XLS, CSV, TXT and XML).
IT-11-2	In addition to the standard reports, a report writer must be available to produce ad-hoc and customized reports. Further, the system must permit reporting via a third-party report writer, such as Crystal Reports, or SQL Report.	Y	

HR-1 Position Control

S.No	Question	Response	Optional Comments
HR-1-1	The solution must allow for multiple position tracking to track incumbents who hold multiple positions in an organization; hold a separate employee record for each incumbent.	Y	
HR-1-2	The solution must allow for multiple positions per incumbent - track positions that are available for each incumbent at any point of time.	Y	
HR-1-3	The solution must allow for multitudinous account distributions per position (i.e., to create multiple account distributions per position).	Y	
HR-1-4	The solution must display complete job description with full position requirements at the click of a button.	Y	
HR-1-5	The solution must automatically and seamlessly integrate with applicant tracking to show current and historic information of applicant status at any point of time.	Y	
HR-1-6	The solution must provide canned and custom reports – that is, generate custom reports by	Y	



S.No	Question	Response	Optional Comments
	providing various filter drop-down options relevant to position control.		
HR-1-7	The solution must be date/calendar driven - to track incumbent's hire date, joining date, termination date, and vacancy statistics like total amount of time a particular position is vacant, number of times it is vacant, etc.	Y	
HR-1-8	The solution must integrate with the payroll solution for benefit deduction/contributions, and the payroll solution must be capable of providing accounting information to the City's ERP.	Y	

HR-2 Time and Attendance

S.No	Question	Response	Optional Comments
HR-2-1	The solution must provide the ability to configure 9/80s, 4/10s, overtime rules, etc.	Y	
HR-2-2	The solution must allow for shift differentials & premiums.	Y	
HR-2-3	The solution must allow for FLSA calculations.	Y	
HR-2-4	The solution must provide integrated time and attendance capability.	Y	
HR-2-5	The solution must allow for flexible data collection (e.g., electronic timesheets, time clocks, badges, biometrics, and geofenced reporting).	Y	
HR-2-6	The solution must provide the ability to track by multiple cost control codes.	Y	
HR-2-7	The solution must provide approval and reporting capabilities for supervisors.	Y	
HR-2-8	The solution must provide leave accounting and reporting (e.g., vacation, sick, holiday, FMLA, disability).	Y	
HR-2-9	The solution should provide automatic notifications and alerts (exception reporting).	Y	
HR-2-10	The solution must allow for mobile access through a website and/or mobile app to check deposit, access news, request/approve time off, etc.	Y	



HR-3 Human Resources Information Data & Functionality

S.No	Question	Response	Optional Comments
HR-3-1	The system must provide the ability to transfer employment applications into employee records.	Y	
HR-3-2	The system must allow for automated placement and on-boarding.	Y	
HR-3-3	The solution must allow for the maintenance of employee information.	Y	
HR-3-4	The system should provide an automated workflow for RPAs (Request for Personnel Action), preferably through a web interface.	Y	
HR-3-5	The system must allow for job description management.	Y	
HR-3-6	The system must allow for dependent verification.	Y	
HR-3-7	The system must allow for the automated implementation of mass changes to employee information.	Y	

HR-4 Absence and FMLA Management

S.No	Question	Response	Optional Comments
HR-4-1	The system must provide the ability to request new leave, view pending and active leave, and check remaining time balances.	Y	
HR-4-2	The system should provide for the ability to receive and send notifications about new messages and/or documents.	Y	
HR-4-3	The system should allow access to forms, key regulations, and reporting.	Y	
HR-4-4	The system should provide the ability to allocate, track and grant leave as well as allow for employees to request and track their leave.	Y	
HR-4-5	The system should allow employees to submit leave applications and for admins/managers to approve or reject the leave applications.	Y	



HR-5 Compensation Management

S.No	Question	Response	Optional Comments
HR-5-1	The solution must provide salary/compensation and forecasting tools.	Y	
HR-5-2	The solution must possess a centralized dashboard to visualize compensation data.	Y	
HR-5-3	The solution must provide for pay equity management.	Y	
HR-5-4	The solution must possess automated rules in compensation management.	Y	
HR-5-5	The solution must provide automatic payroll updates.	Y	
HR-5-6	The solution must allow for budget allocation.	Y	
HR-5-7	The solution must possess a compensation dashboard.	Y	
HR-5-8	The solution must possess a compensation grid.	Y	
HR-5-9	The solution must allow for compensation packages.	Y	
HR-5-10	The solution must allow for compensation planning.	Y	
HR-5-11	The solution must possess a compensation plan view.	Y	
HR-5-12	The solution must possess compensation reports.	Y	
HR-5-13	The solution must provide compensation survey management.	Y	
HR-5-14	The solution must possess automated rules in compensation management.	Y	

HR-6 Benefits Administration

S.No	Question	Response	Optional Comments
HR-6-1	The system must provide for payments integration with any third- party plan administrators.	Y	
HR-6-2	The system must allow for integrated leave and benefits accounting with the fiscal management system.	Y	
HR-6-3	The system must provide an Affordable Care Act (ACA) dashboard, automated reporting to the IRS,	Y	



S.No	Question	Response	Optional Comments
	the ability to generate 1095s, and the ability to create IRS upload files as needed.		
HR-6-4	The system must allow for ACA eligibility calculations.	Y	
HR-6-5	The system should provide actionable recommendations.	Y	
HR-6-6	The system must allow for assessment surveys.	Y	
HR-6-7	The system must provide automated evidence of insurability.	Y	
HR-6-8	The system should provide benefits administration capabilities.	Y	
HR-6-9	The system must provide benefits analytics.	Y	
HR-6-10	The system must possess the ability to create benefits statements.	Y	
HR-6-11	The system must possess broker assistance capabilities.	Y	
HR-6-12	The system must provide for COBRA administration.	Y	
HR-6-13	The system must provide the ability to E-File 1094-C and 1095-C Forms.	Y	
HR-6-14	The system must allow for employee profile access.	Y	
HR-6-15	The system must possess life event management capabilities.	Y	
HR-6-16	The system must allow for penalty alerts.	Y	
HR-6-17	The system must provide rule-based eligibility.	Y	
HR-6-18	The system should possess robust ACA tools. Please describe any tools not already addressed above.	Y	

HR-7 On-boarding/Off-boarding

S.No	Question	Response	Optional Comments
HR-7-1	The solution must provide automated email notifications.	Y	
HR-7-2	The solution must provide for background screening.	Y	
HR-7-3	The solution must provide for compliance reporting.	Y	



S.No	Question	Response	Optional Comments
HR-7-4	The solution must provide for the hiring and management of contingent workers.	Y	
HR-7-5	The solution must provide the ability for digital signatures.	Y	
HR-7-6	The solution must allow for employee transfer.	Y	
HR-7-7	The solution must provide employee lifecycle tracking.	Y	
HR-7-8	The solution must provide for employee withholding certificates.	Y	
HR-7-9	The solution must possess a job applications dashboard.	Y	
HR-7-10	The solution must allow for offer letter creation.	Y	
HR-7-11	The solution must provide an onboarding checklist.	Y	
HR-7-12	The solution must provide web-based forms.	Y	
HR-7-13	The solution must allow for termination reasons.	Y	

HR-8 Performance Management

S.No	Question	Response	Optional Comments
HR-8-1	The system should possess a skills matrix.	Y	
HR-8-2	The system should possess pre-built competency templates.	Y	
HR-8-3	The system should allow for performance measurement and an automated evaluation workflow.	Y	
HR-8-4	The system should provide multiple appraisal cycles.	Y	
HR-8-5	The system should provide a goal monitoring dashboard.	Y	
HR-8-6	The system should allow for goals management.	Y	
HR-8-7	The system should allow for feedback reports.	Y	
HR-8-8	The system should possess employee coaching capabilities.	Y	
HR-8-9	The system should allow for development plans.	Y	



S.No	Question	Response	Optional Comments
HR-8-10	The system should allow for competency management.	Y	
HR-8-11	The system should provide appraisal reports.	Y	
HR-8-12	The system should allow for 360-degree feedback.	Y	

HR-9 Discipline Tracking

S.No	Question	Response	Optional Comments
HR-9-1	The solution should provide for the maintenance of discipline and grievance information.	Y	
HR-9-2	The solution should provide the ability to submit online grievances.	Y	
HR-9-3	The solution should allow for logging, viewing, and reviewing both current and historical disciplinary events.	Y	

HR-10 Compliance

S.No	Question	Response	Optional Comments
HR-10-1	The system must provide the ability to monitor compliance regulations.	Y	
HR-10-2	The system must provide customizable HR documents for different types of policies.	Y	
HR-10-3	The system must allow the ability to classify, file, and manage pertinent documents.	Y	
HR-10-4	The system must provide tools to communicate compliance risks to employees.	Y	

HR-11 Recruitment and Applicant Tracking

S.No	Question	Response	Optional Comments
HR-11-1	The solution must provide the following recruitment and tracking capabilities. • Talent Pool Search • Recruitment Pipeline • Automated Job Posting • Interview Management • Employee Referral • Creation of Career Pages • Career Portal	Y	



HR-12 Learning Management System

S.No	Question	Response	Optional Comments
HR-12-1	The system must provide the ability to integrate current employees and onboard new employees simultaneously.	Y	
HR-12-2	The system must provide the ability to upload or build custom courses.	Y	
HR-12-3	The system must allow for centralized training & tracking.	Y	
HR-12-4	The system must possess reporting & compliance.	Y	
HR-12-5	The system must allow for modernized training processes.	Y	
HR-12-6	The system must possess a mobile-friendly interface training app/website.	Y	
HR-12-7	The system must provide for skills gap analysis (SGA).	Y	
HR-12-8	The system must allow for assessments & quizzes.	Y	
HR-12-9	The system must allow for self-synchronization learning.	Y	
HR-12-10	The system must allow for compliance/risk management training.	Y	
HR-12-11	The system must allow for and track continuing education units (CEUs).	Y	
HR-12-12	The system must allow for career pathway learning & development plans (i.e., new supervisors/managers).	Y	

HR-13 Affordable Care Act (ACA) Reporting

S.No	Question	Response	Optional Comments
HR-13-1	The solution must provide the ability to generate ACA IRS Forms 1094-C/1095-C (digital and printed) for employees as well as electronic transmission forms to the IRS.	Y	
HR-13-2	The solution must possess the ability to determine ACA full-time status (eligibility) for benefits based on look-back period.	Y	
HR-13-3	The solution must allow for affordability/minimum essential coverage tracking.	Y	



S.No	Question	Response	Optional Comments
HR-13-4	The solution must allow for regulatory management.	Y	

HR-14 Data/Document Management and Access

S.No	Question	Response	Optional Comments
HR-14-1	The system must allow for personal information.	Y	
HR-14-2	The system must allow for job and salary history.	Y	
HR-14-3	The system must allow for banking and tax details.	Y	
HR-14-4	The system must allow for insurance plans.	Y	
HR-14-5	The system must allow for time off requests.	Y	
HR-14-6	The system must allow for disciplinary history.	Y	
HR-14-7	The system must allow for performance feedback	Y	
HR-14-8	The system must provide an employee self-service portal for: • Automatic Tax Document Generation. • Company Policies and Employee Handbook. • Document Access Control. • Document Repository. • Document Search and Sharing. • Document Updates and Printing. • Employee self-service example. • Benefits Election and Enrollment. • Expense Requests. • Internal Job Submission. • Leave Requests. • Pay Stub Access. • Personal Details.	Y	
HR-14-9	The system must allow for the ability to create a realistic plan for the future of employees to include: • Succession Planning. • Talent Insights Dashboard. • Talent Matrix. • Talent Pool. • Nine Box Grid. • Talent Reviews View.	Y	

PYR-1 Payroll

S.No	Question	Response	Optional Comments
PYR-1-1	The solution must possess the ability to import current pay-codes, deduction types/definitions, contribution types/definitions, and any other	Y	



S.No	Question	Response	Optional Comments
	necessary data from existing payroll applications. Please briefly elaborate.		
PYR-1-2	The application must possess the ability to import past payroll accumulator records for employees. Please briefly elaborate.	Y	<p>ADP recommends including only the data required to support ongoing operations within ADP Vantage HCM (typically current job and employee demographics for HR and current-year pay data for payroll). Other business requirements may require additional data transformation. These requirements are reviewed as the project begins with an ADP data management resource.</p> <p>When historical data is a business requirement, ADP can convert history as part of the project. Loading historical nonpayroll data often poses additional challenges since there may be data elements in these records that are no longer included in the organizational structure. If the resources are available to validate the historical data transformation, there is minimal risk to the overall project.</p> <p>Historical and current data is obtained in the beginning of the project and mapped to the new setup. Historical mapping fields are defaulted for historical reporting.</p>
PYR-1-3	The application must possess the ability to import any other types of employee data necessary for payroll production	Y	<p>ADP delivers the necessary tools to interface to virtually any third-party system. Augusta can develop and manage real-time, API-based</p>



S.No	Question	Response	Optional Comments
	from other payroll applications. Please briefly elaborate.		<p>interfaces and file-based transfers. Each method supports inbound and outbound data movement.</p> <p>In addition, ADP Marketplace is the largest open HCM ecosystem that equips clients with the choice and flexibility to try, buy and implement third-party business solutions that connect to your ADP platform. Apps sync directly with ADP payroll, HR, or workforce management platforms via standard APIs so you can deploy them with the click of a button. We offer standard integration with a collection of highly rated HR business apps that securely share data with your ADP platform.</p> <p>ADP can manage interface development for file-based transfers to third-party systems on Augusta's behalf. We conduct a thorough analysis with your users to define exactly what is needed.</p>
PYR-1-4	The application must possess the ability to export accounting/financial records post-payroll to the financial system of record. Please briefly elaborate.	Y	<p>ADP primarily supports flat-file integration for inbound and outbound external data exchange methods. Flat files are transmitted using SFTP with PGP file encryption. Inbound file-based data integrations are managed through configurable, fully integrated import definitions. Inbound integration can be run on receipt or run on demand.</p> <p>Augusta can extract data in numerous formats using APIs,</p>



S.No	Question	Response	Optional Comments
			<p>reporting capabilities, dashboard analytics and other tools. Outbound file-based data integrations are executed using the integrated reporting engine. Data extracts needed for integrations are defined via templates and can be transformed at run time into supported formats (CSV, TXT, XLS, XML). Data extracts may be scheduled using an embedded process scheduler and distributed using secure transmission protocols.</p> <p>Processes supporting inbound integrations are executed on demand. Outbound processes are scheduled using an embedded process scheduler.</p>
PYR-1-5	The application must possess the ability to configure multiple types of payroll runs and frequencies. (Ex. 26 regular pay periods per year for regular employees, 12 monthly pay periods for certain elected officials, on-demand payrolls outside of the above cycles, when necessary, etc.).	Y	
PYR-1-6	The application must possess the ability to add unscheduled and/or off-cycle payrolls (i.e., one-time lump sum payments). It should allow for separate payrolls to be created for the same payroll check date.	Y	
PYR-1-7	The application must possess the ability to assign different frequencies of deductions by type (ex. Pension deductions 26 times per year, Health insurance deductions 24 times per year, etc.).	Y	



S.No	Question	Response	Optional Comments
PYR-1-8	The application must possess canned payroll reports.	Y	
PYR-1-9	The application must possess the ability to create ad-hoc reports and to customize existing reports. Please elaborate on the process, needed tools, and so forth for creating new reports or altering existing reports.	Y	<p>ADP's simple, powerful reporting capabilities allow Augusta to easily gain insight from your data. Our actionable standard reports were developed in consultation with clients and industry experts to understand what users really need and use. Standard and ad hoc reports span each functional HCM area and can be extracted into HTML, PDF, XLS, CSV, TXT and XML.</p> <p>Simplified reporting makes report creation and distribution intuitive for any user. The system offers suggested data sources, reports and navigation through drag-and-drop steps. Your administrators can create ad hoc reports and custom metrics and turn them into analytics to view trends over time. Report data can be sorted and filtered, run based on effective date and viewed in charts. Ad hoc reports can be saved to the dashboard as charts so users can toggle between the chart and report data, drill into report details and export the data (and/or chart) to share across your organization.</p> <p>We welcome the opportunity to introduce Augusta to all of the delivered reporting and analytics in the ADP system via live demonstration. In the interim, please see Exhibit 1 -</p>



S.No	Question	Response	Optional Comments
			ADP Vantage Payroll Standard Reports Guide.
PYR-1-10	The application must possess the ability to create reports in third- party report writing applications if there is not a report writer native to the solution (ex. Crystal Reports, Cognos, etc.).	Y	
PYR-1-11	The application must possess the ability for queries to be made using the SQL scripting language.	Y	
PYR-1-12	The system should provide a portal solution for employees to view post-payroll information online (W2s, check stubs, etc.).	Y	
PYR-1-13	The system should possess the ability for employees to estimate their net pay.	Y	
PYR-1-14	The application must allow for the segregation of responsibilities between Payroll and HR through granular user security.	Y	
PYR-1-15	The application should allow for the payroll staff to lock-out non-payroll users during payroll runs so that payroll integrity can be achieved. If this is to be achieved through some other means, please elaborate.	Y	
PYR-1-16	The application must allow for exempt and non-exempt employees to be configured differently for payroll purposes. Currently, exempt employees are not paid based on time-card hours, but their leave accruals are maintained within the time-keeping system.	Y	
PYR-1-17	The application must possess the ability to void and re-issue payroll checks.	Y	



S.No	Question	Response	Optional Comments
PYR-1-18	The application should possess the ability to track enrollment and use of sick-pool hours. The sick pool is an added benefit within the city where employees can contribute their sick leave to other employees in need. This is currently tracked manually as it is a different benefit than sick leave accrual.	Y	
PYR-1-19	The application must possess the ability for payroll to run a query or to run a report on employees with no hours on their timecards.	Y	
PYR-1-20	The application must allow employees to update direct deposit information as well as tax withholdings through a workflow process that involves both approvals and notifications as necessary.	Y	
PYR-1-21	The application should send notifications to payroll staff regarding final payments of garnishments, IRS levies, and bankruptcies.	Y	
PYR-1-22	The system must allow for the continued printing of check stubs if needed (both during payroll runs and afterwards).	Y	
PYR-1-23	The application must allow for the historical archiving of past payroll information to include payroll runs from the current payroll system to be replaced.	Y	
PYR-1-24	The system must allow for maximum leave accruals to be tracked and enforced.	Y	
PYR-1-25	The system must allow for non-city employees to be configured differently and paid through the payroll process. Specific to Augusta, certain departmental	Y	



S.No	Question	Response	Optional Comments
	employees (Library, Public Defender's Office, and many others) are not county employees; however, the Payroll Department is their main payroll entity.		
PYR-1-26	The system must possess the ability to create and export post-payroll flat-files, csv files, or other files as necessary for transmission to other entities (ex. Pension files, Credit Union Files, Workers-Comp files, etc.). Examples of these files can be provided as necessary as each file transmits different information.	Y	
PYR-1-27	The system must possess the ability to create needed flat files, .csv files, or other files as necessary in the future if a new need arises.	Y	
PYR-1-28	The City offers a gym-membership reimbursement to employees based on their monthly visits to the gym. Currently, a file is uploaded into the payroll system to allow for those reimbursements. The application should be able to accommodate that process.	Y	
PYR-1-29	The system must possess the ability to automatically generate, submit, and/or print the following files: 1. Form 941 2. Form W-2c 3. Form W-2 4. Georgia Quarterly Reports 5. ACA Compliance Reports 6. Form 1099 Please elaborate on what capability exists for each form.	Y	



PYR-2 Other

S.No	Question	Response	Optional Comments
PYR-2-1	Does the vendor have any other clients using their product for payroll and Central Square for Finance/Accounting? Please elaborate on those clients and provide contact information if so.	N/A	ADP does not track accounting systems within our client base but we work with any accounting system and will be providing a General Ledger interface as part of the project.
PYR-2-2	Has the vendor worked with any other clients who have exported payroll data from Central Square to their product? Please elaborate on those clients and provide contact information if so.	N/A	ADP is able to work with any accounting package – including Central Square. The General Ledger interface will be part of the solution.
PYR-2-3	Please elaborate on what the expected import of data from Central Square into this system would require and how it would move forward.	N/A	We will work with your technical staff with the interface for General Ledger purposes.
PYR-2-4	The application must possess audit tracking capabilities for all modules across the system.	Y	
PYR-2-5	Please detail the number of years of data that can be housed in your system.	Y	Unlimited.
PYR-2-6	Please detail any storage limitations.	N/A	
PYR-2-7	Please detail any alternative storage solutions.	N/A	
PYR-2-8	Please detail the advanced security measures available within the application (MFA, encryption, etc.).	Y	ADP's multi-level security model includes identity management services (authentication) governing who can access the system, access control services (authorization) governing what functions a user can access to view or edit, and data access services (data entitlements) governing what data the user can see. Data access services are enforced across run-time



S.No	Question	Response	Optional Comments
			<p>application services, reporting services and analytics.</p> <p>Security is role-based and dynamically applied based on client-configurable profiles and associated organizational and group membership rules. Access control services also provide the ability to flexibly control logos and themes (colors) presented to the user independently of content by company, division, location and other indicative data-specific attributes.</p> <p>An advanced risk-based multi-factor authentication incorporates an artificial intelligence risk engine to manage risk score profiles for administrative access. Risk-based authentication is a second factor used at the time each administrator logs in (in real time) to ensure the user really is who he or she says. This additional level of security is applied in accordance with the NIST authentication assurance level 3 standard; it is applied to individual users with expanded privileges beyond the normal access of an employee. Risk-based authentication is a dynamic authentication process that evaluates the historic login pattern of known threats to the pattern of the administrator currently logging in. The risk engine then determines the level of the challenge to present to the user. The higher the risk score, the stronger the challenge; a lower risk score may only require a username/password and no</p>



S.No	Question	Response	Optional Comments
			<p>challenge. Risk-based authentication permits challenging the user for additional identification data only when the risk score is elevated beyond the ADP-specified threshold.</p> <p>The security model also supports the industry-standard federated identity management authentication model. Federated authentication services enable the secure exchange of identity information across organizational boundaries, while ensuring the integrity, availability and confidentiality of the information exchanged. Federated authentication enables employees and managers to authenticate in their own company's site, which eliminates the need to present additional login credentials when accessing the system. The system supports the Security Assertion Markup Language (SAML v2) standard.</p> <p>Client data is assigned unique organizational and employee identifiers used during storage and transaction processing, and all screen inputs are validated for integrity. Client data is stored in secure, uniquely assigned file systems and dedicated database schemas. Data encryption and data masking techniques are also employed to enforce data privacy.</p> <p>The system is engineered with integrated monitoring to constantly measure availability and user experience. All tiers of the application are monitored</p>



S.No	Question	Response	Optional Comments
			<p>24x7. Deployments are managed through a stringent change-management process with trusted, industry-recognized and -accepted deployment tools. Application deployments are scripted and automated to provide a repeatable process that minimizes the potential for human error. Deployment records are maintained for audit purposes.</p> <p>File exchanges into or out of the system are facilitated through ADP's secure data gateway services to provide secure transport, nonrepudiation, virus checking, malware checking, archiving and alerts over a variety of secure protocols, including SFTP, FTPS and HTTPS/AS2, to ensure data integrity is securely maintained.</p>
PYR-2-9	The data contained within the system must be encrypted both in- transit and at-rest. Please elaborate as needed.	Y	<p>ADP uses Transport Layer Security (TLS) encryption for the transmission of data between the web browser and the web server so it is only accessible to authorized individuals. Data at rest encryption is provided; encryption occurs at the storage layer using AES with 256-bit keys, and passwords are encrypted in transit and while stored.</p> <p>ADP employs industry-standard full disk encryption technology to protect sensitive data at rest stored within our SAN and NAS storage arrays and on ADP-owned laptops and workstations. In addition, ADP requires use of industry-standard encryption on portable devices (such as CDs and flash drives) to ensure the</p>



S.No	Question	Response	Optional Comments
			security of sensitive client and/or ADP information. We also require the use of end-to-end encrypted email for transmission of sensitive client data when use of email is necessary. We use secure encrypted connections for all interactive application end-user sessions and file transmissions with a preference toward the added use of PGP encryption for bulk interface file transfers containing nonpublic confidential client data transmitted over public networks. Enabled APIs are secured using Mutual TLS with OAuth2 authorizations or HTTPS/TLS posts.

Supplement to ADP's Response (Software Requirements) to Section 3 (Software and System Requirements) of RFP 23-160

IT-4-4	The system should maintain the ability to export certain data as needed.	Y	ADP's system permits the export of data as further described in ADP's service definition.
IT-7-6	Vendor shall be on-site during the official "Go-Live" of the software unless Augusta specifically agrees that	Y	ADP is able to provide on-site support during the official Go-Live; however, the proposed solution does not include the cost for this additional implementation support.
HR-3-6	The system must allow for dependent verification.	Y	ADP's system allows for dependent verification. The scope of services proposed does not include ADP providing dependent verification services.
HR-10-1	The system must provide the ability to monitor compliance regulations.	Y	Compliance on Demand provides Clients with access to human resources information and best practice guidance. ADP designs its services, to assist the Client in complying with its legal and regulatory requirements applicable to the services, and ADP will be responsible for the accuracy of such design.
IT-4-5	Any menus, toolbar items, and buttons that are unavailable are grayed out rather than designated by "button/function not available" or other error messages that impede workflow.	Y	For options that are unavailable to a particular user, ADP's system does not display the option to that user.
HR-3-1	The system must provide the ability to transfer employment applications into employee records.	Y	Under the proposed solution, the City of Augusta has the ability to export applicant documents, including the application, from the ADP Recruitment Management solution and import the document into the Employee's Record in Vantage HCM via the Document Cloud solution. This process can be automated at an additional cost upon the City of Augusta's request.
HR-6-1	The system must provide for payments integration with any third-party plan administrators.	Y	ADP's system has this capability, but this functionality is not included in the proposed scope of services.

HR-7-2	The solution must provide for background screening.	Y	ADP offers a background screening solution, but it is not included in the proposed scope of services.
PYR-1-11	The application must possess the ability for queries to be made using the SQL scripting language.	Y	Note that Clients do not have direct SQL access, but do have the ability to run adhoc reports via ADP's reporting solution, ADPR.
PYR-1-23	The application must allow for the historical archiving of past payroll information to include payroll runs from the current payroll system to be replaced	Y	ADP can convert check history
PYR-1-21	The application should send notifications to payroll staff regarding final payments of garnishments, IRS levies, and bankruptcies.	Y	The liens/images, deductions disbursed, and letters generated are all available for the client to view on SmartCompliance.

Service Commitments

1. Definitions. Unless defined herein, the defined terms used shall have the same meaning ascribed such terms in the Agreement.

1.1 "Allocation Percentage" means the weighting factor, expressed as a percentage between 0% - 50%, assigned to each Service Level as specified in Attachment A hereto.

1.2 "At Risk Amount" means five percent (5%) of the fees for the applicable Service performed during the applicable Measurement Period.

1.3 "Go-Live Date" shall have the meaning set forth in the Global Master Terms and Conditions.

1.4 "Key Performance Indicator" means an objective level of quality, reliability, timeliness or other performance standard for an aspect of the Services, as described in Attachment A hereto (if any), to which no Service Level Credit applies, but which is meaningful to Client's business.

1.5 "Measurement Period" means the frequency by which a Service Commitment is measured. The Measurement Period for each Service Commitment is specified in Attachment A hereto.

1.6 "Service Commitments" means Service Levels and, where applicable, Key Performance Indicators, collectively.

1.7 "Service Level" means an objective level of quality, reliability, timeliness or other performance standard for an aspect of the Services, as described in Exhibit 2 to Attachment A hereto, to which a Service Level Credit applies.

1.8 "Service Level Commencement Date" means the first day of the month that immediately follows the expiration of the ninety (90) day period commencing on the Go-Live Date for the applicable Service.

1.9 "Service Level Failure" means, with respect to a given Service Level, ADP's failure to perform the Services at a level that meets that Service Level.

2. General. Subject to the terms of this document, ADP will perform the Service in a manner consistent with the applicable Service Commitments.

3. Reporting. Within twenty (20) days after the end of each month during the Term, ADP will provide Client with a report detailing ADP's performance of the Services during the preceding month and the two (2) months prior to such month. For example, no later than April 20th, ADP will provide Client a report for the months of January, February, and March.

4. Excused Performance. ADP will not be responsible for any Service Level Failure due to: (i) failures by Client, its Affiliates or their respective representatives, vendors, subcontractors or agents to provide ADP at least thirty (30) days prior written notification of changes in Client's administrative policies and/or procedures, to the extent such policies or procedures impact the Services, (ii) inaccurate Client data, (iii) Client's failure to perform its obligations under the Agreement, including, but not limited to, its failure to meet agreed upon processing or funding deadlines, and/or (iv) force majeure events (as defined in Section 15.7 of the Agreement).

5. Service Level Failure

5.1 Service Level Credits. Subject to Section 4 (Excused Performance), in the event of a Service Level Failure, Client will be entitled to a credit. The amount of such credit will be calculated quarterly, starting on the Service Level Commencement Date, in accordance with Sections 5.2 – 5.4 (each such credit, a “Service Level Credit”).

5.2 Calculation. Each Service Level Credit will be computed as follows:

Service Level Credit = A x B	Where: A = the Allocation Percentage for the applicable Service Level Credit B = the applicable At Risk Amount
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5.3 Sample Calculation. Assume that: (i) ADP has failed to meet the Service Level for ADP Application Program Availability during a given calendar month, (ii) the Allocation Percentage for the ADP Application Program Availability Service Level is thirty percent (30%), (iii) the fee for the applicable Service is \$500,000 for such month, and (iv) the At-Risk Amount is three percent (3%). The applicable Service Level Credit would be computed as follows:

Service Level Credit = A x B	Where: A = the Allocation Percentage = 30% (or 0.3) B = the At-Risk Amount = (3% x \$500,000) = \$15,000 = 0.3 x \$15,000
Service Level Credit	\$4,500

5.4 Multiple Service Level Failures. If a single incident results in multiple Service Level Failures, Client will be entitled to receive only the highest Service Level Credit (i.e., only one credit) resulting from such incident.

5.5 Maximum Credit. Notwithstanding anything in this document to the contrary, the maximum amount of Service Level Credits during a single calendar month will be limited, in the aggregate, to the At Risk Amount.

Attachment A to Service Commitments

Exhibit 1 Allocation Percentage Tables

1. **ADP HCM Services on ADP Vantage HCM**

The following ADP HCM Services are included under ADP Vantage HCM:

- Talent Acquisition Solutions
- Talent Management Solutions
- Payroll Services
- ADP Benefits Administration Services

Service Level	Allocation Percentage
ADP Application Program Availability *	40%
Payroll Services	
Payment Accuracy	25%
Payment Timeliness	25%
Other HCM Services	
Carrier Enrollment Processing	10%
Total	100%
At Risk Amount	5%

* Applicable to the following ADP Application Programs:

- ADP Vantage HCM
- ADP Recruiting Management
- ADP Talent Management
- ADP Benefits Administration Services

**Exhibit 2 Detailed Service Level Descriptions****1. ADP Application Program Availability**

Description	Measurement Period	Service Level	Applicable ADP Application Programs
Measures the percentage of time each ADP Application Program is available during the Measurement Period	Monthly	99.5%	<ul style="list-style-type: none">• ADP Vantage HCM• ADP Recruiting Management• ADP Talent Management• ADP Benefits Administration Services
<p><u>Calculation:</u></p> <p>ADP Application Program Availability = ((Total Uptime + Excused Downtime) / Total Minutes) x 100</p> <p>(Note: Availability for each applicable ADP Application Program is measured separately and any resulting credit is calculated and applied proportionally)</p> <p>Total Uptime – the number of minutes in the Measurement Period that the applicable ADP Application Program is available</p> <p>Excused Downtime – the number of minutes in the Measurement Period that the applicable ADP Application Program is unavailable due to (i) scheduled maintenance, (ii) Client's equipment, software or network (e.g., Client's inability to access the Internet) failure, and/or (iii) a force majeure event</p> <p>Total Minutes – the total number of minutes in the Measurement Period</p>			



Description	Measurement Period	Service Level	Applicable ADP Application Programs
<p><u>Example:</u></p> <p>ADP Application Program #1</p> <p>Assume Total Uptime = 42,900 minutes; Excused Downtime = 180 minutes; Total Minutes = 43,200 minutes</p> <p>ADP Application Program Availability = $((42,900 + 180)/43,200) \times 100$ = 99.7% → Above Service Level Commitment</p> <p><u>ADP Application Program #2</u></p> <p>Assume Total Uptime = 42,900 minutes; Excused Downtime = 0 minutes; Total Minutes = 43,200 minutes</p> <p>ADP Application Program Availability = $((42,900 + 100)/43,200) \times 100$ = 99.3% → Below Service Level Commitment**</p> <p>**(Note: a proportional credit would be issued for this missed service level commitment only)</p>			



2. Payroll Services

A. Payment Accuracy

Description	Measurement Period	Service Level	Applicable Services
Measures the accuracy of calculations performed by ADP to determine Client employee payment amounts during the Measurement Period	Monthly	99.5%	Payroll Services
<p><u>Calculation:</u></p> <p>Payment Accuracy = $((A - B)/A) \times 100$</p> <p>Where:</p> <p>A = the total number of Client employee payment calculations during the Measurement Period</p> <p>B = the number of incorrect Client employee payment calculations during the Measurement Period as a result of ADP-caused errors</p>			
<p><u>Example:</u></p> <p>Assume 2,000 Client employee payment calculations; 10 incorrect Client employee payment calculations</p> <p>Payment Accuracy = $((2,000 - 10)/2,000) \times 100$</p> <p>= 99.5%</p>			

A. Payment Timeliness

Description	Measurement Period	Service Level	Applicable Services
Measures the extent to which ADP delivers Client employee payments and/or Client employee payment instructions (as applicable) in accordance with the agreed-upon schedule during the Measurement Period	Monthly	99.5%	Payroll Services
<p><u>Calculation:</u></p> <p>Payment Timeliness = $((A - B)/A) \times 100$</p> <p>Where:</p> <p>A = the total number of Client employee payments and/or Client employee payment instructions (as applicable) delivered or made available by ADP to Client, the applicable courier or bank, or other agreed destination during the Measurement Period</p> <p>B = the number of Client employee payments and/or Client employee payment instructions (as applicable) not delivered or made available by ADP to Client, the applicable courier or bank, or other agreed destination, in accordance with the agreed-upon schedule during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 2,000 Client employee payments and/or payment instructions delivered or made available; 10 late payments and/or payment instructions</p> <p>Payment Timeliness = $((2,000 - 10)/2,000) \times 100$</p> <p>= 99.5%</p>			

3. Benefit Services

Carrier Enrollment Processing

Description	Measurement Period	Service Level	Applicable Services
Measures the percentage of benefit enrollment files (active employees only) provided to Client's insurance carrier(s) within 3 Business Days of ADP's completion of processing such file	Monthly	98.0%	Benefit Services <ul style="list-style-type: none"> ADP Benefits Administration Services
<p><u>Calculation:</u></p> <p>Carrier Enrollment Processing = $(A/B) \times 100$</p> <p>Where:</p> <p>A = the number of benefit enrollment files (active employees only) provided to Client's insurance carrier(s) by ADP within 3 Business Days of ADP's completion of processing such file during the Measurement Period</p> <p>B = the total number of benefit enrollment files provided to Client's insurance carrier(s) by ADP during the Measurement Period</p>			
<p><u>Example:</u></p> <p>Assume 500 benefit enrollment files filed by ADP in a given month; 498 such files filed within 3 Business Days</p> <p>Carrier Enrollment Processing = $(498/500) \times 100$ = 99.6%</p>			

ADP Sample Implementation Plan - consolidated

[illegible]

Request for Proposals

Request for Proposals will be received at this office until **Thursday, March 30, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **842 0374 1079**; Passcode: **302851** for furnishing:

RFQ Item #23-160 Human Resources Information System & Payroll System for Augusta, GA – Information Technology Department

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, March 17, 2023, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s). **A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle February 23, 2023, and March 2, 9, 16, 2023
Metro Courier February 23, 2023

Revised: 3/22/21



**RFP Item # 23-160 Human Resources Information System & Payroll System
for Augusta, GA – Information Technology Department
RFP Date: Thursday, March 30, 2023 @ 11:00 a.m. via ZOOM**

**Total Number Specifications Mailed Out: 17
Total Number Specifications Download (Demandstar): 226
Total Electronic Notifications (Demandstar): 14
Georgia Procurement Registry: 1748
Total packages submitted: 7
Total Noncompliant: 1**

VENDORS	Attachment B	Addendum 1	E-Verify Number	SAVE Form	Original	7 Copies	Fee Proposal
Tesseon 1715 Stadium Blvd Jefferson City, MO 65109	Yes	Yes	No / Non Compliant	Yes	Yes	Yes	Yes
Kronos SaaS, Inc., a UKG Company 3040 Route 22 W, Suite 200 Branchburg, NJ 08876-3594	Yes	Yes	588665	Yes	Yes	Yes	Yes
Tyler Technologies, Inc. One Tyler Drive Yarmouth, Maine 04096	Yes	Yes	43510	Yes	Yes	Yes	Yes
ADP, Inc. One ADP Boulevard Roseland, NJ 07068	Yes	Yes	957026	Yes	Yes	Yes	Yes
Governmentjobs.com, Inc. dba NEOGOV 2120 Park Place, Suite 100 El Segundo, CA 90245	Yes	Yes	392723	Yes	Yes	Yes	Yes
AVAAP U.S.A. LLC 1400 Goodale blvd. Suite 100 Columbus, OH 43212	Yes	Yes	607560	Yes	Yes	Yes	Yes
Labyrinth Solutions LLC d/b/a invenioLSI 300 Wyman St., Ste 300 Waltham, MA 02451	Yes	Yes	1406857	Yes	Yes	Yes	Yes

Paycom
7501 W. Memorial Road
Oklahoma City OK 73142

Central Square
1000 Business Center Drive
Lake Mary FL 32746

ADP Augusta
One ADP Drive
Augusta GA 30909

Bamboohr
335 South 560 West
Lindon, UT 84042-1911

Harris Computer
1 Antares Drive, Suite 100
Ottawa ON, K2E 8C4
Canada

NeoGov
300 Continental Blvd #565
El Segunda CA 90245

Paycor
4811 Montgomery Road
Cincinnati OH 45212

Paylocity
1400 American Lane
Schaumburg, IL 60173

Tyler
5101 Tennyson Parkway
Plano TX 75024

ADP
1 ADP Blvd
Roseland NJ 07068

UKG
2250 North Commerce Parkway
Weston, FL 33326

Namely
195 Broadway, 15th Floor
New York, NY 10007

BID ITEM #23-160
HUMAN RESOURCES INFORMATION SYSTEM
& PAYROLL SYSTEM FOR AUGUSTA, GA
INFORMATION TECHNOLOGY DEPARTMENT
DUE: Thurs. 03/30/2023 @11:00 A.M.

Director

Contact Person

Compliance

BIDDERS LIST

 BID ITEM # 23-160 COST \$ _____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Kimberly Van Dorpe	CP Strategies Effective People Division of 7 Brookvalley Ct Freeland, MD 21033	2/28/23	11	AS	R
2	Education Intelligence JP DAS Procurement Service Manager	Po Box 773 White House TN 37188	3/7/23	11	AS	R
3						
4						
5						
6						
7						
8						
9						
0						
1						

2023-02-24	nisholm, Sanandia		
iGov Solutions 2023-02-24	prasad@igovsolution.com Valay, Prasad	N	NOM
iPro Inc. 2023-02-24	jeffd@ipro-inc.com DeSchon, Jeff	N	NOM
iPro Inc. 2023-02-24	wesc@ipro-inc.com Chaffin, Wes		
incusol 2023-02-24	btanna@incusol.com Tanna, Sapna	N	NOM
mLogica, Inc. 2023-02-24	anthony.nelson@mlogica.com Nelson, Anthony	N	NOM
mLogica, LLC 2023-02-24	rfggroup@mlogica.com Nelson, Anthony	N	NOM
nleague services Inc 2023-02-24	santhi.sri@nleague.com sripathy, vasanthi	N	NOM
precise software solutions inc 2023-02-24	statecontracts@precise-soft.com polulak, drew	N	NOM
sCube Inc. 2023-02-24	julie.endres@scubeenterprise.com Endres, Julie	N	NOM
simpledu 2023-02-24	zach@simpledu.org Sheppard, Zach	N	NOM
spectrum medical services 2023-02-24	chad@medicalspectrumservices.com godwin, chad	N	NOM
teknaux llc 2023-02-24	contact@teknaux.com Pulijala, Padma	N	NOM

ETHNIC GROUP	COUNT
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African American	118
Asian American	56
Native American	4
Hispanic/Latino	4
Pacific Island/American	3
Non Minority	809
Not Classified	0
Total Number of Vendors	994
Total Number of Contacts	1748


PR_bid_email_list

Planholders

Add Supplier

Export To Excel

Supplier (14)

Supplier 	Download Date
Alight	03/06/2023
fourth123\$	03/03/2023
InvenioLSI	03/15/2023
ITR Consulting	02/28/2023
JLUL LOGISTICS LLC	02/25/2023
Mythics Inc	03/02/2023
Mythics, Inc.	03/06/2023
Onvia, Inc. - Content Department	02/24/2023
paychex	03/01/2023
Paycor	03/24/2023
ShareSTAFF	03/13/2023
Tyler Technologies	03/17/2023
Tyler Technologies-MUNIS Division	02/25/2023
Workday inc.	02/24/2023

Add Supplier

Supplier Details

Supplier Name	Alight
Contact Name	Matthew Friedman
Address	4 Overlook Point , Lincolnshire, IL 60069
Email	matthew.friedman@alight.com
Phone Number	773-817-0065

Documents

Item 20.

Filename	Type	Action
23-160_RFP	Bid Document / Specifications	View History
23-160_ADD1	Addendum	View History



INFORMATION TECHNOLOGY

Item 20.

Tameka Allen

Chief Information Officer

Reggie Horne

Deputy Chief Information Officer

Gary Hewett

Deputy Chief Information Officer

To: Ms. Geri Sams, Procurement Director

From: Ms. Tameka Allen, Chief Information Officer 

Date: December 14, 2023

Subject: RFP #23-160 Recommendation of Award

The Procurement Department recently advertised RFP #23-160 for a comprehensive Human Resources Information System (HRIS) and Payroll System. Multiple qualified proposers responded to the RFP. A committee including representatives from the Information Technology, Human Resources, and Finance Departments evaluated the proposals provided by each firm.

Following the evaluation process, the committee recommends award of RFP #23-160 to ADP as the most responsive bidder.

We appreciate Procurement's assistance with contract negotiation and coordination of this RFP.

Please let us know if you have any questions.

Information Technology
535 Telfair Street, Building 2000
Augusta, GA 30901
(706) 821-2522 – FAX (706) 821-2530
www.AugustaGa.gov

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:


- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

<div><div></div><div>Evaluation Sheet RFQ Item #RFP Item # 23-160 Human Resources Information System & Payroll System for Augusta, GA – Information Technology Department RFQ Evaluation Date: Thursday, May 4, 2023 @ 3:00 p.m.</div></div>																	
Vendors			ADP, Inc. One ADP Boulevard Roseland, NJ 07068	AVAAP U.S.A. LLC 1400 Goodale blvd. Suite 100 Columbus, OH 43212	Governmentjobs.com, Inc. dba NEOGOV 2120 Park Place, Suite 100 El Segundo, CA 90245	Kronos SaaS, Inc., a UKG Company 3040 Route 22 W, Suite 200 Branchburg, NJ 08876-3594	Labyrinth Solutions LLC d/b/a invenioLSI 300 Wyman St., Ste 300 Waltham, MA 02451	Tyler Technologies, Inc. One Tyler Drive Yarmouth, Maine 04096	Tesseon 1715 Stadium Blvd Jefferson City, MO 65109		ADP, Inc. One ADP Boulevard Roseland, NJ 07068	AVAAP U.S.A. LLC 1400 Goodale blvd. Suite 100 Columbus, OH 43212	Governmentjobs.com, Inc. dba NEOGOV 2120 Park Place, Suite 100 El Segundo, CA 90245	Kronos SaaS, Inc., a UKG Company 3040 Route 22 W, Suite 200 Branchburg, NJ 08876-3594	Labyrinth Solutions LLC d/b/a invenioLSI 300 Wyman St., Ste 300 Waltham, MA 02451	Tyler Technologies, Inc. One Tyler Drive Yarmouth, Maine 04096	Tesseon 1715 Stadium Blvd Jefferson City, MO 65109
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)							Weighted Scores							
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)													
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	FAIL							
2. Qualifications & Experience		(0-5)	15	4.2	3.9	4.2	4.1	3.3	3.2		62.4	59.0	63.0	60.9	48.9	47.4	0.0
3. Organization & Approach Include		(0-5)	10	4.2	4.1	4.0	4.1	3.4	3.4		42.0	41.0	40.0	40.6	33.6	33.6	0.0
4. Scope of Services and Software Requirements Vendors response to each software and system requirement listed in Section 3 of this RFP. In addition to the following items: a. Proposed software product satisfies all technical and functional requirements listed in this RFP. b. Proposed software product is demonstrably user-friendly for all user roles.		(0-5)	40	3.9	3.9	4.0	3.8	3.0	3.0		156.0	156.0	160.0	150.4	118.4	118.4	0.0
5. Financial Stability		(0-5)	5	4.3	4.1	4.6	4.3	3.6	4.0		21.5	20.5	23.0	21.5	18.0	20.0	0.0
6. References		(0-5)	5	3.5	4.2	3.6	3.5	3.4	3.6		17.3	21.0	18.0	17.5	17.0	18.0	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)				20.0	20.2	20.4	19.7	16.6	17.1		299.2	297.5	304.0	290.9	235.9	237.4	0.0
Phase 2 (Option - Numbers 7-8 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																	
7. Presentation by Team		(0-5)	10	2.4	3.0	2.6	2.3				23.8	30	25.8	23.2	0	0	0
8. Q&A Response to Panel Questions		(0-5)	5	4.3	4.5	3.5	4.3				21.3	22.6	17.5	21.5	0	0	0
9. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)										Cost/Fee Proposal Consideration							
Lowest Fee		5	10	5							50	0	0	0	0	0	
Second		5	6				5				0	0	0	30	0	0	
Third		5	4			5					0	0	20	0	0	0	
Forth		5	2		5						0	10	0	0	0	0	
Fifth		5	1								0	0	0	0	0	0	
Total Phase 2 - (Total Maximum Ranking 35 - Maximum Weighted Total Possible 125)				6.64	7.52	6.08	6.62	0	0		95.1	62.6	63.3	74.7	0	0	0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)										Total (Total Possible Score 500)							
Total Cumulative Score (Maximum point is 500)				26.7	27.8	26.5	26.3	16.6	17.1		394.3	360.1	367.3	365.6	235.9	237.4	0.0
Internal Use Only																	
Evaluator: _____ Cumulative _____ Date: _5/4/23___ Phase II 6/16/23_____																	
Procurement Department Representative: _____ Nancy Williams _____																	
Procurement Department Completion Date: _____ 5/4/23 _____ Phase II 6/16/23 _____																	



Commission Meeting

January 2, 2024

Affidavit

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