



COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, March 31, 2026
2:00 PM

INVOCATION

Reverend Paul Robertson, Pastor, Windsor Spring Baptist Church

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

RECOGNITION(S)

- A. Congratulations!** Recognition of the Augusta 911 Center as the recipient of the 2025 Georgia Emergency Communications Conference (GECC) 911/Communications Center of the Year award.
- B. Congratulations!** 2026 Cross Creek Comprehensive High School Boys Varsity Basketball Team on clinching the 2026 Georgia High School Association's 3-A Championship Title. **(Requested by Commissioner Jordan Johnson)**
- C. Congratulations!** Butler HS (Boys) Basketball team for their 2nd place finish during the 2A tournament. **(Requested by Commissioner Don Clark)**

DELEGATION(S)

- D. Mr. Matthew Cavedon** regarding failure to accommodate wheelchair users at the Augusta Aquatic Center.
- E. Ms. Debra Estep** regarding accessibility of Commission meetings; request to move to 6:00 p.m. on Tuesdays for majority of local citizens to reinforce good faith progress and action.
- F. Ms. Jacqueline Cooper** recognition of public service.

CONSENT AGENDA

(Items 1-2)

PETITIONS AND COMMUNICATIONS

- 1.** Motion to **approve** the March 18, 2026 Commission meeting minutes.

APPOINTMENT(S)

- 2.** Motion to **approve** the appointment of **Mr. Lawrence Brannen** to the Augusta Housing & Community Development Citizens Advisory Board representing District 10. **(Requested by Commissioner Wayne Guilfoyle)**

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 3-32)

PUBLIC SERVICES

- 3.** Augusta Regional Airport (AGS) – Motion to approve **disbursement of a \$500.00 payment for employees who provide significant support for the 2026 Airport’s Masters® Operation.**
- 4.** Report from Director of Recreation regarding the costs associated with adding permanent pickleball lines at the Warren Road Gym. **(Referred from the March 18, 2026 Commission meeting)**
- 5.** **Approval** process of plans from Contractors and Developers. **(Requested by Mayor Pro Tem Wayne Guilfoyle)**
- 6.** Discuss updated data and path forward for a divestment plan for underutilized Recreation & Parks parks/facilities. **(Deferred from the Public Services Committee Meeting on March 10, 2026)**

ADMINISTRATIVE SERVICES

- 7.** Receive as information the emergency request for the replacement of the gas pack unit at the Richmond County Sheriff’s Office Evidence Building in the amount of \$25,000.00 by GCT Industrial, LLC.

ENGINEERING SERVICES

- 8.** Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and driveway easement (Parcel 195-0-001-01-0) 2283 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 214).
- 9.** Motion to authorize condemnation to acquire a portion of property for permanent construction easement for maintenance of slopes (Parcel 194-0-029-10-0) 2327 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 204).
- 10.** Approve the 2026 MOU with Augusta University for an internship program centered around environmental and smart city sensors and programs.
- 11.** Approve Second Contract Amendment with Itron (24-161/25AUA189)
- 12.** Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and driveway easement (Parcel 165-1-124-00-0) 2797 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 97).
- 13.** Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and temporary easement for construction of drives (Parcel 194-0-143-00-0) 2349 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 190).
- 14.** Motion to authorize condemnation to acquire a portion of property for right of way and permanent construction easement for maintenance of slopes (Parcel 194-0-002-00-0) 2345 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 191).

15. Motion to authorize condemnation to acquire a portion of property for right of way and permanent construction easement for maintenance of slopes (Parcel 150-0-010-04-0) 3032 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 26).
16. Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and temporary driveway easement (Parcel 194-0-147-00-0) 4102 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 183).
17. Motion to authorize condemnation to acquire a portion of property for permanent construction easement for maintenance of slopes and temporary easement for construction of drives (Parcel 165-0-015-00-0) 2746 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 121).
18. Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and temporary driveway easement (Parcel 178-0-013-00-0) 2721 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 135).
19. Approve the purchase through a sole source procurement in amount of \$50,103.00 for Richmond County’s Rhythm In-Sync Adaptive Signal Timing System upgrade for Traffic ITS Operational Improvements for Fort Gordon Gates 2 & 6 corridor. /AE.
20. Approve continued funding of the current on-Call ITS Construction & Emergency Repair services contract in amount of \$44,493.06 for ITS network maintenance repairs at Broad Street Corridor between 13th Street to St. Sebastian Way. RFP 25-100A /AE
21. Approve Georgia Department of Transportation (GDOT) option of 0.076 acres Temporary Easements request from the Augusta, GA owned parcel/Augusta Levee for Bridge on SR 4 (US 25 BU) over Savannah River Project (PI#0013927). Temporary Easements boundaries depicted at attached GDOT Preliminary Right of Way Map dated 04/25/24 sheets 60-0003, 60-0004, and 60-0009, and described at sheet 60-0013. /AE
22. Motion to authorize in connection with the Willis Foreman Project (PI# 0013703) condemnation those parcels which Engineering has been unable to reach an agreement regarding value with the property owner and those parcels that counsel has determined that need to be condemned for title issues. /AE
23. Emergency purchase of Air Conditioners for North Max Hicks Control Room
24. Approve Award of Bid Item #26-130 for the construction of the Augusta Reservoir Dams Improvements Project to Shearer-Mutimer Construction, LLC.
25. Motion to **approve** the staff to begin identifying a parking management solution for the downtown corridor. (**Requested by Commissioner Don Clark**)

FINANCE

26. Motion to **approve** the Resolution and Amended Adoption Agreement and Addendum to Augusta's GMA 401(a) Defined Contribution Plan ("DC Plan") to allow Judge Emeritus to receive benefits while employed and prohibit future employee and employer contributions for Judge Emeritus.

- 27.** Motion to approve funding for the March 10, 2026 Special Election in House District 130 and the April 7, 2026 Runoff

PUBLIC SAFETY

- 28.** Approve agreements related to the continued operation of Augusta’s Land Mobile Radio System (LMRS)
- 29.** Motion to approve the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources.
- 30.** Motion to approve the designation of Chief Superior Court Judge Flythe as the Authorized Official for the SCIP Youth Gang Grant quarterly reimbursement submissions in the Criminal Justice Coordinating Council (CJCC) grant portal.
- 31.** Motion to approve the granting of a Permanent Utility Easement to Jefferson Energy Cooperative for the installation and maintenance of electric utility infrastructure to serve the proposed new Fire Station located at Gordon Highway and Powell Road.

LEGAL MEETING

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



Commission Meeting

Meeting Date: March 31, 2026

Item Name

Department:	E911 Emergency Services
Presenter:	Daniel R. Dunlap, Director
Caption:	Congratulations! Recognition of the Augusta 911 Center as the recipient of the 2025 Georgia Emergency Communications Conference (GECC) 911/Communications Center of the Year award.
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: Daniel Dunlap
Sent: Friday, March 13, 2026 11:06 AM
To: Lena Bonner; Natasha L. McFarley
Cc: Charles Jackson; Anita Rookard
Subject: E911 Recognition Request - March 31 Commission Meeting
Attachments: E911 Recognition Coversheet 03312026.docx

Good morning Mrs. Bonner and Ms. McFarley –

Please find the attached coversheet for recognition of the 911 Center at the March 31, 2026, Commission Meeting.

If you have any questions or need me to perform any other activity regarding this item, please let me know.

Thank you!

Daniel R. Dunlap
911 Director
Augusta 911 Center
911 4th Street
Augusta, GA 30901
ddunlap@augustaga.gov
(706) 821-1209 (office)
(706) 829-7560 (cell)

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AED:104.1



Commission Meeting

March 31, 2026

Cross Creek Varsity Boys Basketball State Championship

Department: N/A

Presenter: N/A

Caption: **Congratulations!** 2026 Cross Creek Comprehensive High School Boys Varsity Basketball Team on clinching the 2026 Georgia High School Association's 3-A Championship Title. **(Requested by Commissioner Jordan Johnson)**

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Lena Bonner

From: Commissioner Jordan Johnson
Sent: Friday, March 20, 2026 10:07 PM
To: Kelly, Lawrence; Lena Bonner
Cc: Durham, Justin; Holden, Anthony; Hill, Chanique; Stovall, Shawnda; Tameka Williams; Charles Jackson; denaelane@icloud.com; jamonicaholmes@yahoo.com; Natasha L. McFarley
Subject: Re: [EXTERNAL] Re: Cross Creek Recognition During Commission Meeting - 3/31/26

Thank you. We'll see you all in the 31st at 2pm. I'll send any additional information ahead of the meeting.

Sent from my Verizon, Samsung Galaxy smartphone
 Get [Outlook for Android](#)

From: Kelly, Lawrence <KellyLa@BOE.richmond.k12.ga.us>
Sent: Thursday, March 19, 2026 1:46:20 PM
To: Commissioner Jordan Johnson <CJohnson4@augustaga.gov>; Lena Bonner <lbonner@augustaga.gov>
Cc: Durham, Justin <DurhaJu@BOE.richmond.k12.ga.us>; Holden, Anthony <HoldeAn@BOE.richmond.k12.ga.us>; Hill, Chanique <HillCh@BOE.richmond.k12.ga.us>; Stovall, Shawnda <StovaSh@BOE.richmond.k12.ga.us>; Tameka Williams <tdwilliams@augustaga.gov>; Charles Jackson <cmjackson@augustaga.gov>; denaelane@icloud.com <denaelane@icloud.com>; jamonicaholmes@yahoo.com <jamonicaholmes@yahoo.com>; Natasha L. McFarley <nmcfarley@augustaga.gov>
Subject: [EXTERNAL] Re: Cross Creek Recognition During Commission Meeting - 3/31/26

- Players' names and positions
 - 0 Andarin Brigham- Guard
 - 1 Frashad Tisby- Forward
 - 2 Derrick Shine- Guard
 - 3 Aaden Nichols- Guard
 - 4 Cory Ruffin- Guard
 - 5 Dontrell Jackson- Guard
 - 10 Markel Marshall- Guard
 - 12 Samuel Leverette- Guard/Forward
 - 15 William Evans- Guard
 - 21 Rashaad Luke- Forward
 - 23 Jaiden Thomas- Forward
 - 24 Anthony Luke- Center
 - 35 Ryan Wells-Jones- Forward
 - 32 Javon Swanigan- Forward
 - 34 Maurice Walker- Forward/Center
 - Manager Chelsea Hambrick
 - Manager London McCall

-
- Coaches' names
 - Head Coach: Lawrence M. Kelly
 - Asst. Coach: Bill Cogle
 - Asst. Coach: Angdris Brigham
 - Asst. Coach: Eric Gore
- Team record for the season
 - Team Record: 27-5
- Any relevant historical information, including past championships or notable achievements
 - State Champions (2021, 2022, 2026)
 - State Runner Up (2020)
 - Region Championship (2020, 2021, 2023, 2024, 2026)
 - CSRA Team of the year (2020)
 - The last seven seasons every Cross Creek Boys Basketball senior has gone to school to play basketball.

Lawrence M. Kelly
Athletic Director/ Business Manager

Physical Education Department Chair

Head Varsity Boys' Basketball Coach

Cross Creek High School

3855 Old Waynesboro Rd.

Augusta, GA 30906

706-772-8140

"The difficult we do, the impossible we strive for"

Mission: *Building a world-class school system through education, collaboration and innovation.*

Vision: *The Richmond County School System will create a world-class, globally competitive school system where all students will graduate and are college/career ready.*

From: Commissioner Jordan Johnson <CJohnson4@augustaga.gov>

Sent: Wednesday, March 18, 2026 11:25 AM

To: Lena Bonner <lbonner@augustaga.gov>

Cc: Durham, Justin <DurhaJu@BOE.richmond.k12.ga.us>; Kelly, Lawrence <KellyLa@BOE.richmond.k12.ga.us>; Holden, Anthony <HoldeAn@BOE.richmond.k12.ga.us>; Hill, Chanique <HillCh@BOE.richmond.k12.ga.us>; Stovall, Shawnda <StovaSh@BOE.richmond.k12.ga.us>; Tameka Williams <tdwilliams@augustaga.gov>; Charles Jackson <cmjackson@augustaga.gov>; denaelane@icloud.com <denaelane@icloud.com>; jamonicaholmes@yahoo.com <jamonicaholmes@yahoo.com>; Natasha L. McFarley <nmcfarley@augustaga.gov>

Subject: Cross Creek Recognition During Commission Meeting - 3/31/26

Some people who received this message don't often get email from cjohnson4@augustaga.gov.

[Learn why this is important](#)

[WARNING] This email originated from outside of the Richmond County School System. DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Ms. Bonner,

I hope you are doing well. I have included Augusta leadership, Cross Creek's administration, Coach Kelly, President Stovall, and Cross Creek Alumni Association leadership on this email. We would like to recognize Cross Creek's boys basketball team for winning the AAA State Championship at the March 31 Commission Meeting.

To Cross Creek's leadership, we will need the following information to prepare the official proclamation and recognition:

- Players' names and positions
- Coaches' names

- Team record for the season
- Any relevant historical information, including past championships or notable achievements

If possible, please submit this information to our Clerk, who is copied on this email, by **Monday, March 23**. If you need additional time, please let us know. This meeting will take place on March 31, 2026 at 2pm in the Lee N. Beard Commission Chambers on the 2nd floor of the Augusta-Richmond County Municipal Building, located at 535 Telfair St. Augusta, GA. 30901.

We are excited to celebrate your championship and honor this outstanding achievement for our kids and our city! We encourage all players and their families to attend.

Please feel free to reach out directly to Ms. Bonner if you have questions. She can be reached at 706-821-1820.

Thank You,

Jordan Johnson
 Augusta Commission, District 1
Finance Committee - Vice Chair
Engineering Committee - Member
Downtown Development Authority - Member
 706-564-9356
 augustaga.gov

"It's our duty to forget about ourselves and to try to make a contribution to the people we represent to make life better for them" - Former GA State Representative R.A. "Papa" Dent

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Commission Meeting

March 31, 2026

Butler High School Boys Basketball Team

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! Butler HS (Boys) Basketball team for their 2nd place finish during the 2A tournament. (Requested by Commissioner Don Clark)
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 Donald Clark
Sent: Thursday, March 26, 2026 9:00 AM
To: Lena Bonner; Natasha L. McFarley
Subject: Commission Agenda

Ms Bonner

Please add the following items to the agenda:

Presentation: Congratulations to the Cross Creek HS (Boys) Basketball for their 1st place finish during the 3A tournament and Butler HS (Boys) Basketball team for their 2nd place finish during the 2A tournament.

Agenda:

Motion to approve the staff to begin identifying a parking management solution for the downtown corridor.

Commissioner Clark

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AED:104.1



Commission Meeting

March 31, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Matthew Cavedon regarding failure to accommodate wheelchair users at the Augusta Aquatic Center.
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 are held on the first and third Tuesday of each month, beginning at 2:00 PM.
- Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.

[Click here to view the full Commission and Committee Calendar.](#)

Meeting Type *

- Commission
- Public Safety Committee
- Public Services Committee
- Administrative Services Committee
- Engineering Services Committee
- Finance Committee

Meeting Date *

3/17/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Matthew Cavedon

Address *

97 W Arlington Hts, North Augusta, SC 29841

Telephone Number *

860-538-9130

Fax Number

Email Address *

matt.lawyer@pm.me

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

Failure to accommodate wheelchair users at the Augusta Aquatic Center

Requests 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.

Meeting location:

Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date

2/22/2026 11:11 AM



Commission Meeting

March 31, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Debra Estep regarding accessibility of Commission meetings; request to move to 6:00 p.m. on Tuesdays for majority of local citizens to reinforce good faith progress and action.
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 - 5:00 p.m.
Committee meetings: Second and last Mondays of each month - 12:45 to 2:15 p.m.

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting	02/17/2025
<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: Debra Estep
Address: 1523 JOHNS RD
Telephone Number: (706) 339-0848
Fax Number: _____
E-Mail Address: wondercusp@gmail.com

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

ACCESSIBILITY OF COMMISSION MEETINGS. REQUEST
TO MOVE TO 6PM ON TUESDAYS FOR MAJORITY
OF LOCAL CITIZENS TO REINFORCE GOOD FAITH
PROGRESS AND ACTION

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Room 806 Municipal Building	E-Mail Address: lbonner@augustaga.gov
530 Greene Street	
Augusta, GA 30911	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.



Commission Meeting

March 31, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Jacqueline Cooper recognition of public service.
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

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- Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.

[Click here to view the full Commission and Committee Calendar.](#)

Meeting Type *

- Commission
- Public Safety Committee
- Public Services Committee
- Administrative Services Committee
- Engineering Services Committee
- Finance Committee

Meeting Date *

3/31/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Jacqueline Cooper

Address *

3118 Collier Rd

Telephone Number *

7067502519

Fax Number

Email Address *

cooperjacqueline650@gmail.com

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

Recognition for Sgt Terry Gore plaque for Sgt Gore it is a surprise. I have bought the plaque. He helped saved my life in 2016, there are good police out there and I feel he should be recognized.

Also, I have a plaque of thanks for Commissioner Clark.

Requests 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.

Meeting location:

Lee N. Beard Commission Chamber, 2nd Floor
 Augusta, GA Municipal Building
 535 Telfair Street
 Augusta, GA 30901

Submission Date

3/12/2026 1:26 PM



Commission Meeting

March 31, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the March 18, 2026 Commission meeting minutes.
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

Wednesday, March 18, 2026

12:00 PM

Present:

Mayor Johnson, Mayor Pro Tem Guilfoyle, Commissioners Garrett, Slendak, Lewis, Scott, Clark, Pulliam, Rice, Wimberly.

Absent:

Commissioner Jordan Johnson

INVOCATION

Elder Darien McKinnon, Pastor, Words of Life Ministries of the Apostolic Faith

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

DELEGATION(S)

- A. **Ms. Bridget R. Lynch** requesting a waiver of rental fees for the stage and rental fee at the Augusta Common for an event scheduled for August 15, 2026...Garden City's Wine Spritzer.

Motion to approve allowing the Recreation Department to utilize the department's established Fee Waiver Policy to address the request.

Motion made by Wimberly and seconded by Lewis

**Motion carried 7-1 with Garrett voting no
Commissioners Johnson, Scott and Pulliam out**

- B. **Mr. Clarence Thompkins** regarding the Augusta Port Authority.

Presentation made accordingly.

- C. **Mr. Lawrence Brannen** relative to the resolution discussed and the interactions during the March 10, 2026 Special Called Meeting.

Motion to approve tasking the Attorney with reviewing the presented document to see if it can be rewritten to protect the city's interest.

**Motion made by Guilfoyle and seconded by Clark
Motion carried 10-0**

D. **Mr. Dan Scott**, Glendale Historic Preservation Committee's consolidated follow-up progress report from Residents to Commissioner Jordan Johnson & the Commission.

Presentation made accordingly.

E. **Ms. Zakiya Mabery** regarding update from the Mayor relative to the implementation of allowing residents to state only their name for the record before speaking during public meetings.

General Counsel Plunkett advised the Commission that he’s reviewing the issue and is planning to bring back information by mid-April.

CONSENT AGENDA

(Items 1-23)

PLANNING

1. Final Plat – S-1000-FINAL – Windsor Meadows – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Bo Knox on behalf of Georgia Subcontracting Professionals LLC requesting final plat approval for Windsor Meadows containing 40 lots, located at 2804 Meadowbrook Drive (2744 Fawn Drive). Tax Map #119-0-006-00-0. Reviewing agency approval 2/26/2026

Motion to approve

Motion made by Garrett and seconded by Clark

Motion carried 10-0

2. Z-26-05 – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by DDG Land Investments, LLC, requesting to amend conditions from zoning case Z-24-34, related to open space and parking requirements affecting property containing approximately 4.5 acres out of a 6.95-acre tract located at 2355 Windsor Spring Road. Portion of Tax Map # 120-0-266-00-0

Motion to approve with no objectors

Motion made by Garrett and seconded by Clark

Motion carried 10-0

3. SE-26-05 – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by DDG Land Investments, LLC, requesting a special exception per Section 9-2 of the Comprehensive Zoning Ordinance to develop a residential subdivision containing approximately 62.6 acres located at 2500 Craven Street, 2421 Windsor Spring Road and 3401 Lucie Street, and part of 2355 Windsor Spring Road. Tax Map #'s 120-0-262-00-0, 120-0-261-00-0, 120-0-261-03-0, and a portion of 120-0-266-00-0. Zoned R-1A (One-Family Residential).

Motion to approve with no objectors

Motion made by Garrett and seconded by Clark
Motion carried 10-0

- 4. SE-26-06 – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Linda Williams, on behalf of Tae Suk Meyers Trust, requesting a special exception per Section 26-1(h) of the Comprehensive Zoning Ordinance to establish a family personal care home affecting property containing approximately 0.19 acres located at 3638 Stanton Court. Zoned R-1C (One-Family Residential). Tax Map # 143-3-062-00-0.**

Motion to deny with (4) objectors

Motion made by Rice and seconded by Garrett
Motion carried 9-1 with Clark voting no

PUBLIC SERVICES

- 5. Motion to approve A.N. 26-12 – Existing Location, New Ownership: Chakravarthy Thota is the applicant for ARKA Foods LLC requesting Retail Package Beer, and Wine located at 1812 Lumpkin Road, Augusta GA 30906. District 2, Super District 9. (Approved by Public Services Committee March 10, 2026)**

Motion to approve

Motion made by Garrett and seconded by Clark
Motion carried 10-0

- 6. Motion to approve Augusta Regional Airport (AGS) – Motion to approve Change Order #1 (Final/Balancing) to ER Snell Contractor Inc, for a total decrease of (\$20,221.94), amending ER Snell’s contract total to \$569,567.56. Approved by the Augusta Aviation Commission February 26, 2026. (Approved by Public Services Committee March 10, 2026)**

Motion to approve with no objectors

Motion made by Garrett and seconded by Clark
Motion carried 10-0

- 7. Motion to approve a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program. (Approved by Public Services Committee March 10, 2026)**

Motion to approve

Motion made by Garrett and seconded by Clark
Motion carried 10-0

- 8. Motion to approve A.N. 26-14 – Existing Location, New Ownership: Amandeep Singh is the applicant for JMS Food Mart LLC requesting Retail Package Beer, and Wine located at 1959**

Kissingbower Road, Augusta GA 30904. District 2, Super District 9 (**Approved by Public Services Committee March 10, 2026-no objectors**)

Motion to approve with no objectors

Motion made by Garrett and seconded by Clark

Motion carried 10-0

- 9. Motion to **approve** A.N. 26-15 – Existing Location, New Ownership: Ahmad Raza is the applicant for Rise 2025 Investments Inc dba Lucky Corner Store requesting Retail Package Beer and Wine located at 3317 Peach Orchard Road, Augusta GA 30906. District 5, Super District 9. (**Approved by Public Services Committee March 10, 2026-no objectors**)

Motion to approve

Motion made by Garrett and seconded by Clark

Motion carried 10-0

- 10. Motion to **approve** A.N. 26-16: Existing Location, New Ownership: Consumption on Premises Beer, Wine, and Sunday Sales. Rafael Gonzalez is the applicant for Boll Weevil Café & Sweetery, located at 8 James Brown Blvd Augusta GA 30901. District 1, Super District 9. (**Approved by Public Services Committee March 10, 2026-no objectors**)

Motion to approve with no objectors

Motion made by Garrett and seconded by Clark

Motion carried 10-0

- 11. Motion to **approve** M.N 26-04: A request by Alicia Walker for Massage Operator’s License to be used in connection with Blooming Embers Massage & Wellness LLC located at 720 Broad Street, Augusta, GA ,30901. District 1, Super District 9. (**Approved by Public Services Committee March 10, 2026-no objectors**)

Motion to approve with no objectors

Motion made by Garrett and seconded by Clark

Motion carried 10-0

ADMINISTRATIVE SERVICES

- 12. Motion to **approve** a Lead Hazard Reduction and Healthy Homes Project to be located at 1534 Maple Street. (**Approved by Administrative Services Committee March 10, 2026**)

Motion to approve

Motion made by Garrett and seconded by Clark

Motion carried 10-0

- 13. Motion to **approve** the award of bid #25-192, Augusta Commons – Electrical Improvements in the amount of \$581,472.00 to be performed by RG Novello Inc. and to approve reassignment of

recaptured SPLOST VI, VII, and American Rescue Plan Act allocations to the project.
(Approved by Administrative Services Committee March 10, 2026)

Motion to approve

Motion made by Garrett and seconded by Clark

Motion carried 10-0

ENGINEERING SERVICES

- 14. Motion **approve** contract amendment to S&ME, Inc. for RFP Item #20-176 Geotechnical Testing Services one additional year with additional funding. (Approved by Engineering Services Committee March 10, 2026)

Motion to approve

Motion made by Garrett and seconded by Clark

Motion carried 10-0

- 15. Motion to **approve** contract amendment to Cranston Engineering Group, PC for RFP Item #20-260 NPDES Storm Water Monitoring and Inspections for one (1) additional year.(Approved by Engineering Services Committee March 10, 2026)

Motion to approve

Motion made by Garrett and seconded by Clark

Motion carried 10-0

- 16. Motion to **approve** GDOT Standard Utility Agreement.(Approved by Engineering Services Committee March 10, 2026)

Motion to approve

Motion made by Garrett and seconded by Clark

Motion carried 10-0

- 17. Motion to **approve** Brittany Oaks Water and Sanitary Sewer Dedication Documents. (Approved by Engineering Services Committee March 10, 2026)

Motion to approve

Motion made by Garrett and seconded by Clark

Motion carried 10-0

- 18. Motion to **approve** Utilities GEFA Loan Acceptance. (Approved by Engineering Services Committee March 10, 2026)

Motion to approve

Motion made by Garrett and seconded by Clark

Motion carried 10-0

- 19. Motion to **accept** notification of emergency rental of 6 - 100KW generators and 4 - 55KW generators for Ice and Snowstorm 2026 in January. **(Approved by Engineering Services Committee March 10, 2026)**

Motion to approve

**Motion made by Garrett and seconded by Clark
Motion carried 10-0**

- 20. Motion to **approve** funding for additional services to the Grant Writing Services targeted at water and wastewater. Request to add CO #3 in the amount of \$245,000.00. (PO No. 23AUA153). (Approved by Augusta Commission May 2, 2023)**(Approved by Engineering Services Committee March 10, 2026)**

Motion to approve

**Motion made by Garrett and seconded by Clark
Motion carried 10-0**

FINANCE

- 21. Motion to **adopt** resolution of the Augusta-Richmond County Commission approving Public Finance Authority issue of tax-exempt bond not to exceed \$27,000,000. **(Approved by Finance Committee March 10, 2026)**

Motion to approve

**Motion made by Garrett and seconded by Clark
Motion carried 10-0**

PETITIONS AND COMMUNICATIONS

- 22. Motion to **approve** the minutes of Commission Meeting March 3, 2026

Motion to approve

**Motion made by Garrett and seconded by Clark
Motion carried 10-0**

APPOINTMENT(S)

- 23. Motion to **approve** the appointment of Mr. Robert Trescott on the August Port Authority representing District 7.

Motion to approve

**Motion made by Garrett and seconded by Clark
Motion carried 10-0**

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

(Items 24-31)

PUBLIC SERVICES

24. **Update/report** from Director Tameka Williams, Augusta Recreation Department relative to Pickleball Courts in West Augusta. **(Referred from the March 3, 3026 Commission meeting)**

It was the consensus of the Commission to allow the Director of Recreation to report back at the next Commission meeting regarding the costs associated with adding permanent pickleball lines at the Warren Road Gym.

ADMINISTRATIVE SERVICES

25. Motion to approve extension of the engagement with Cherry Bekaert to provide accounting assistance to the Housing and Community Development Department and to approve associated budget transfers. **(Requested by the Administration)**

Motion to approve

Motion made by Garrett and seconded by Clark

Motion carried 8-3 with Scott, Guilfoyle and J. Johnson voting no

26. Motion to **approve** the Mayor to execute a federal tax deduction (179D) Allocation Letter to Trane Technologies. **(Requested by Administration)**

Motion to approve

Motion made by Garrett and seconded by Clark

Motion carried 10-0

27. Administrator's Initial Briefing on Landscape Department. **(Requested by Commissioner Lonnie Wimberly)**

ENGINEERING SERVICES

28. Receive as information an update on the vegetation maintenance plan implementation. **(Requested by Administration)**

29. Discuss implementing solutions to address and help prevent dumping in areas that are continuous dumping grounds for tires, furniture, and bulk trash. **(Requested by Commissioner Stacy Pulliam)**

***28 & 29 taken as companion items**

Substitute motion

Motion to name new department Vegetation and Landscaping Department

Motion made by Wimberly

Motion dies for lack of second

Main motion

Motion to name the new department Augusta Grounds and Management Department.

Motion made by Guilfoyle and seconded by Rice
Motion carried 9-1 with Wimberly voting no

FINANCE

- 30. Update authorized staff as signatories for bank accounts and bond-related communications.
(Requested by Administration)

Motion to approve

Motion made by Garrett and seconded by Clark
Motion carried 10-0

LEGAL MEETING

- A. Pending and Potential Litigation
- B. Real Estate
- C. Personnel

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

ADDENDUM AGENDA

ADMINISTRATIVE SERVICES:

- 1. Motion to **approve** Augusta Regional Airport (AGS) a standard car rental agreement with Avis /Budget Car Rental in an amount not to exceed \$43,846.00 for 2026 Masters®. Approved January 29, 2026, Augusta Aviation Commission Meeting.

Motion to approve

Motion made by Garrett and seconded by Clark
Motion carried 10-0

- 2. Motion to **approve** emergency request for Trinity Electrical Services, Inc. in the amount \$56,372 for direct boring and installation of new conduit." **(Approve by Public Services Committee March 10, 2026)**

Motion to approve

Motion made by Garrett and seconded by Clark
Motion carried 10-0

Motion to **approve** emergency request for the replacement of the Carrier roof top unit E911 Emergency Services Department in the amount of \$ **32,507.21** by Augusta Chiller Service. Requesting approval to utilize and transfer **\$32,507.21** from the E911 Fund Balance (Fund 216) to the 216-03-7110 account. **(The fund balance usage for the Carrier RTU replacement is an allowable E911 reserve fund purchase per Georgia ode 46-5134)**

Motion to approve

Motion made by Garrett
Motion carried 10-0

ENGINEERING SERVICES:

- 3. Motion approve Award of Bid Item #26-130 for the construction of the Augusta Reservoir Dams Improvements Project to Shearer-Mutimer Construction, LLC. (Requested by Commissioner Don Clark)

Motion to approve

Motion made by Garrett and seconded by Clark
Motion carried 10-0

ATTORNEY:

- 4. Motion to correct the case number in the previously approved settlement of all claims of Kadarius Cheatham against Kyler Fern, et. al., to read case number 1:25-cv-0005 instead of case number 1:25-cv-00096.

Motion to approve

Motion made by Garrett and seconded by Clark
Motion carried 10-0

////////////////////////////////////



Commission Meeting

March 31, 2026

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Mr. Lawrence Brannen to the Augusta Housing & Community Development Citizens Advisory Board representing District 10. (Requested by Commissioner Wayne Guilfoyle)
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: Wayne Guilfoyle <augustatile1@gmail.com>
Sent: Thursday, March 19, 2026 8:03 AM
To: Commissioner Wayne Guilfoyle; Lena Bonner
Subject: [EXTERNAL] Fwd: Appointment

----- Forwarded message -----

From: Wayne Guilfoyle <augustatile1@gmail.com>
Date: Thu, Feb 26, 2026, 9:01 AM
Subject: Appointment
To: Lena Bonner <lbonner@augustaga.gov>

Mrs. Bonner if Mr Lawrence has filled his talent bank sheet for HCD can we add him to the agenda. Thanks Wayne

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

TALENT BANK INFORMATION QUESTIONNAIRE

To be completed by persons desiring to volunteer their services on the _____
Housing and Community Advisory Authority, Board or Commission
for Augusta, Georgia.

NOTE: Any information entered on this questionnaire would become public information upon
your submission/appointment.

Email Address lawbrannen32@outlook.com

Date 03/25/2026

1. Name Lawrence A. Brannen
Home Phone (706) 524-6786 Bus Phone N/A
2. Home Address 445 Fenwick Street Richmond Georgia 30901
Street County State Zip
3. Date of Birth 08/22/1982 Sex: Male Female
4. Registered Voter: Yes No
5. Voting District County Commission District 1
6. Martial Status: Single Married Separated
Engaged Divorced
7. Education: High School Portal Middle High School
College Georgia Southern University
8. Relatives working for the City or County: N/A
9. Occupation: Full-Time Student/Full-Time Custodian
10. Race: White African-American Asian American
Spanish Surnamed American Indian Other

11. List Boards you presently serve on:

1. N/A

2. N/A

12. List any area in which you have a particular interest or expertise.

Legal (Interest)

Advocacy (Interest)

Government (Interest)



Public.Service.Committee.Meeting

Meeting Date: 03/10/26

Augusta Regional Airport (AGS) - Masters® Employee Compensation

- Department:** Augusta Regional Airport (AGS)
- Presenter:** Herbert L. Judon, Jr., Airport Executive Director
- Caption:** Augusta Regional Airport (AGS) – Motion to approve disbursement of a \$500.00 payment for employees who provide significant support for the 2026 Airport’s Masters® Operation.
- Background:**
- The Masters® Golf Tournament is Augusta’s signature event, and AGS plays a critical role serving as the primary gateway for thousands of patrons to access the tournament and/or the Augusta Region during the two-week period.
- To execute the Airport operation, it requires a coordinated effort with significant human capital. Collectively, Airport employees exert extraordinary efforts and sacrifices during this period. For example, many employees work extra hours over consecutive days, take on non-traditional roles and responsibilities, assume second jobs directly in support of the Airport operation, and handle the direct and residual activities generated by thousands of additional commercial, private, and corporate aircraft operations.
- The Masters® operation is very intense, and the facility is stretched in every manner inclusive of egress/ingress, customer service, ground transportation, aircraft movements, etc. For Masters® Week, the facility is utilized to maximum capacity.
- This is a period when many of the other County Departments are able to stand down or have decreased workloads.
- This massive undertaking would be impossible without the precision, professionalism, and sacrifice of the dedicated employees who execute this operation—typically without incident. This payment is a small gesture of appreciation for the efforts of these employees.

Analysis: There are roughly 117 eligible employees identified, which equates to approximately a \$60,000 outlay including the payroll tax and benefits.

Financial Impact: This payment will come from Airport Enterprise Funds. Despite this \$60,000 outlay, the Airport anticipates increased overall net revenues for the 2026 Masters®. One of the major elements that will bode positively for the Airports 2026 Masters® net revenues is the fact that AGS won't be required to pay a reimbursable agreement fee to the Federal Aviation Administration (FAA) for services. The Airport had been paying this reimbursable agreement fee for over a decade. For 2025, the reimbursable agreement fee was \$235,000.

Alternatives: N/A

Recommendation: Approve disbursement of a \$500.00 payment for employees who provide significant support for the 2026 Airport's Masters® Operation.

Funds are available in the following accounts:

REVIEWED AND APPROVED BY: N/A



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

Masters® Employee Compensation Parameters

Purpose:

To provide Employee Compensation to AGS staff who support operations during the Augusta National Masters® Tournament. This incentive recognizes the additional workload, schedule adjustments, and commitment required during this period. The payout amount will be consistent across all eligible employees. The program is structured for the workforce, as a collective, to achieve the Masters® operational goals.

Eligibility Criteria:

- Status:
 - All active full-time and part-time Augusta Richmond County employees assigned to AGS through an Airport Position Control Number (PCN), assigned to AGS from an Augusta Richmond County department on a permanent basis, and the Augusta Richmond County Marshal's Office – Aviation Division.
 - Employees who have worked at AGS through a staffing agency for more than 6 consecutive months prior to the operational period.
- Operational Period:
 - Must work at a minimum, regular work schedules during the designated operational period. March 30th- April 13th, 2026.
- Attendance:
 - Employees must not have unexcused absences or vacation leave during the designated operational period.
- Performance:
 - Managers must verify that each employee met or exceeded performance expectations.
 - Any employee involved in a preventable incident, accident, or loss during the operational period will be ineligible.
 - Any employee involved in a documented disciplinary action, including but not limited to tardiness, insubordination, or negligence, during the operational period will be ineligible.

Payment Information:

- Eligible employees may receive a gross payment up to \$500.00.
- Compensation Performance Standards:
Employees may be eligible for Masters® Employee Compensation up to \$500.00 if the Operational Period is conducted free of preventable incidents. Should an incident occur, the compensation will be determined based on the following criteria:
 - Tier #1 - \$500.00 Payout
 - No incident occurred during the operation period. This resulted in no expenses related to an accident, injury, or property loss. This tier would be inclusive of any minor mishaps that are likely to occur during a large-scale operation (i.e. minor equipment dings & scratches, trip and falls that resulted the use of a simple first aid kit, etc.).
 - Tier #2-\$250.00 Payout
 - Preventable incident(s) occurring, resulting in an expense of less than \$25,000.00 cumulatively. Examples would include any minor accidents that may result in insurance payouts, ambulatory transports, minor equipment or vehicle accidents, or trips and falls.
 - Tier #3-\$0.00 Payout
 - Preventable incident(s) occurring, resulting in an expense greater than \$25,000.00 cumulatively. Examples would include major loss such as aircraft damage, significant building or property damage, or loss of life or limb.
 - The Executive Director retains the authority to adjudicate incidents.
- The payment will be subject to all applicable federal and state taxes.
- The amount will be issued in addition to the employee's normal compensation.
- The Employee Compensation will be issued following the conclusion of the 2026 Masters® Tournament operational period.

Other Conditions:

- This is a non-recurring payment and does not affect base pay, benefits, or retirement calculations.
- Employees who voluntarily separate or are terminated before the operational period are not eligible.
- Temporary employees hired specifically for the Masters® operation are not eligible.
- Augusta Richmond County Marshals who are not assigned to the Aviation Division are not eligible.
- AGS employees who do not have an organic role within their regular work duties, may be assigned responsibilities essential to the success of Masters® operation.
- Management reserves the right to modify, suspend, or cancel this program at any time based on operational or budgetary considerations.



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

**Augusta Aviation Commission Meeting
 February 26, 2026
 10:00 a.m.
 Orwen Aviation Commission Chambers
 2nd Floor - Terminal Building**

Commission Members: Commissioner Ronic West; Commissioner Michael Cioffi;
 Commissioner William Fennoy; Commissioner Marshall McKnight;
 Commissioner Marshall McKnight; Commissioner James Germany;
 Commissioner Randy Sasser; Commissioner Kay Roland;
 Commissioner Davis Beman; Commissioner Dan Troutman;
 Commissioner Larry Harris

Absent: Commissioner Wilbert Barrett

Staff: Mr. Herbet Judon; Ms. Lauren Smith; Mr. Ken Hinkle;
 Mr. Robert Kerr – Staff Attorney; Ms. Elizabeth Giles;
 Ms. Diane Johnston; Chief Michael Beal;
 Mr. Bruce Keller; Ms. Catherine Highsmith; Mr. Tyler Good;
 Ms. Jennifer Humphrey; Capt. Matt Tindell; Mr. Korey Anderson

Others: Mr. Edwin Scott – Mead & Hunt;
 Ms. Dana Lynn McIntyre – Augusta Business Daily
 Mrs. Nancy Williams

CALL TO ORDER & PRAYER – *Chairwoman Ronic West called the meeting to order at 10:38am,
 Prayer offered by Commissioner Dan Troutman*

Motion by Commissioner Troutman 2nd by Commissioner Cioffi to amend February 26, 2026, Augusta Aviation Commission Meeting Agenda by adding I. D. 1. Director Action Requests IV. G, Emergency purchase for direct boring and installation of new conduit and remove item IV. D. Band of Brothers Augusta/Juneteenth Augusta Festival Sponsorship Request.

No Discussion; Unanimous Ayes; Motion Carries

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Chairwoman Ronic West

- A. February 26, 2026, Augusta Aviation Commission Meeting Agenda
- B. January 29, 2026, Augusta Aviation Commission Meeting Minutes
- C. January 2025 Statistics
- D. Consent Items
 - 1. Director Action Requests – IV. A-B (Approved in Aviation Construction Committee Meeting)

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve amended February 26, 2026, Augusta Aviation Commission Meeting Agenda, January 29, 2026, Augusta Aviation Commission Meeting Minutes, January 2025 Statistics, amended Consent Items.
No Discussion; Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

- A. Construction Committee Report – Commissioner Dan Troutman
- B. Business Development Committee Report – Commissioner Davis Beman
Committee reports received as information.

III. FINANCIALS - Risa Bingham

- A. January Financials
Mr. Judon presented financials to the Augusta Aviation Commission.
Motion by Commissioner Sasser 2nd by Commissioner Roland to accept January Financials.
No Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS

- A. Augusta Regional Airport (AGS) – Design Ready Return Lot Improvements & Rental Car Canopies – Work Authorization #22 – Elizabeth Giles
- B. Augusta Regional Airport (AGS) – Rental Car Access Road / Cargo Road Improvements – CO#1 – Elizabeth Giles
- C. Augusta Regional Airport (AGS) – Masters® 2026 Passenger Van Rentals – Kenneth L. Hinkle
Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Masters® 2026 Passenger Van Rentals.
No Discussion; Unanimous Ayes; Motion Carries
- D. Augusta Regional Airport (AGS) – Band of Brothers Augusta / Juneteenth Augusta Festival Sponsorship Request – Lauren Smith
Item pulled from the agenda, see motion above.
- E. Augusta Regional Airport (AGS) – Masters® Employee Compensation – Herbert L. Judon, Jr.
Motion by Commissioner Troutman 2nd by Commissioner Roland to approve Masters® Employee Compensation.
Discussion; Unanimous Ayes; Motion Carries
- F. Augusta Regional Airport (AGS) – Hiring Freeze Exemption – Herbert L. Judon, Jr.
Motion by Commissioner Dr. Larke 2nd by Commission Harries to approve Hiring Freeze Exemption.
No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEMS

- A. Transition of ARFF Vehicles to F3 Foam – Chief Beal
Per Chief Beal, of the 1,587 ARFF vehicles tracked in the nation, 188 vehicles are completed, including our 3, AGS is in the top 10% of the nation to complete the transition from AFFF to F3 Foam.
- B. KOVA Emergency Alert Notification System (KEANS) for ARFF – Chief Beal
In process with projected completion date of April 1, 2026.
- C. Your Seat at the Table, March 12, 2026, 11am – 2pm – Jennifer Humphrey
Commissioners requested the agenda to be sent out soon.
- D. Elevate Augusta Youth Symposium February 28, 2026, 8am – 2:30pm – Lauren Smith
Augusta Regional Airport is the Host Site, Hangar 1 & FBO
- E. GAA day at the Georgia Capitol, February 25, 2026 – Lauren Smith
Georgia is one of 3 states that does not have zoned height restriction, representatives working to correct this. Funding resources for hangar construction.
- F. GA/SC Airports Legislative Coalition, March 25, 2026 – Herbert L. Judon, Jr.
Mr. Judon extended the invitation to Augusta Aviation Commission Members to participate.

VI. EXECUTIVE SESSION

Motion by Commissioner Cioffi 2nd by Commissioner Sasser to begin Executive Session at 11:17am to discuss potential litigation with Airport Legal Counsel, Mr. Robert Kerr. Requested to remain in Executive Session for a time: Mr. Herbert L. Judon, Jr., Ms. Lauren Smith, Ms. Elizabeth Giles, Mr. Kenneth L. Hinkle, & Mr. Edwin Scott.

Motion by Commissioner Beman 2nd by Commissioner McKnight to exit Executive Session at 12:24pm

VII. COMMISSION COMMENTS / ACTION REQUESTS

- A. Updated Article 1. Augusta Aviation Commission Ordinance, as directed by the Augusta Georgia Commission in July 2024 – Commissioner Michael Cioffi
Commissioner Ronic West requested several dates to be sent via email to coordinate schedules for a workshop.

GENERAL DISCUSSION

ADJOURN MEETING

Motion to adjourn by Commissioner Harris 2nd by Commissioner Cioffi
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 12:33pm

Ronic West, Chairwoman
Augusta Aviation Commission

Date



Commission Meeting

March 31, 2026

Costs associated with adding permanent pickleball lines

Department:	N/A
Presenter:	N/A
Caption:	Report from Director of Recreation regarding the costs associated with adding permanent pickleball lines at the Warren Road Gym. (Referred from the March 18, 2026 Commission meeting)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

March 31, 2026

Approval Process of Plans from Contractors and Developers

Department:	N/A
Presenter:	N/A
Caption:	Approval process of plans from Contractors and Developers. (Requested by Mayor Pro Tem Wayne Guilfoyle)
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



Public Services Committee Meeting

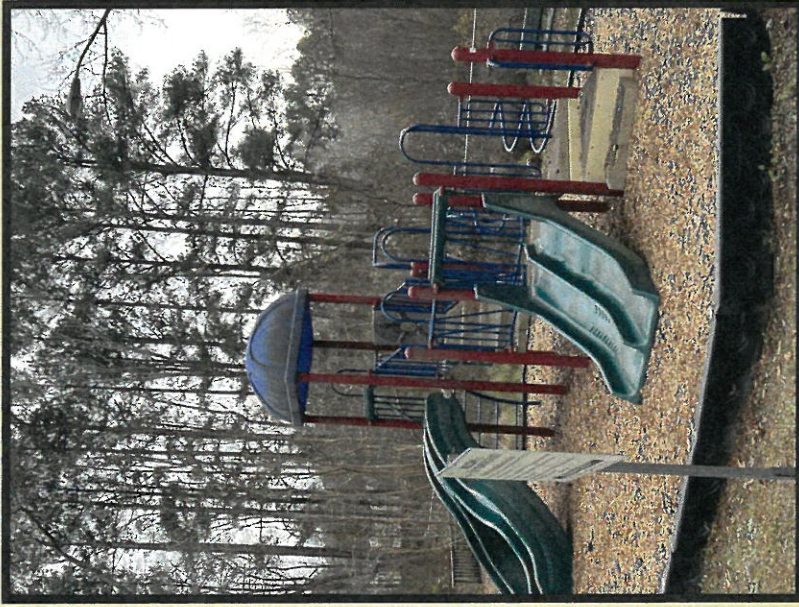
Meeting Date: January 13, 2026

Parks Divestment Plan Discussion

- Department:** Recreation & Parks
- Presenter:** Tameka Williams, Director
Dr. Abie Ladson, Infrastructure Systems Management
- Caption:** Discuss updated data and path forward for a divestment plan for underutilized Recreation & Parks parks/facilities.
- Background:** Recreation & Parks maintains a large portfolio of parks and facilities, which presents a significant maintenance challenge and cost burden for Augusta. Recreation has partnered with Infrastructure Systems Management (ISM) to identify underutilized parks/facilities that may be candidates for divestment.
- Analysis:** ISM previously presented a Divestment Matrix evaluation tool to the Commission. The final component needed to complete the matrix was park usage data, which was initially presented on September 30, 2025. ISM has since conducted further analysis and will present an update.
- Financial Impact:** N/A
- Alternatives:** N/A
- Recommendation:** Discuss updated path forward for a divestment plan for underutilized Recreation & Parks parks/facilities.
- Funds are available in the following accounts:** N/A

REVIEWED AND APPROVED BY:

Proposed ARPD Decision Support System (DSS) for Underutilized Park Facilities



November 25, 2025

Augusta
G E O R G I A
R E C R E A T I O N & P A R K S


Infrastructure Systems
Management, LLC
SPECIALIZED CONSULTING SERVICES

List of ARPD Funded Projects

DISTRICT 1 - Projects	Funding Source
Dyess Park	SPLOST 6, 7, 8
Eastview Park	American Rescue Plan Act (ARPA)
May Park	Fed Grant: Improving Neighborhood Outcomes in Disproportionally Impacted Communities
Riverwalk	American Rescue Plan Act (ARPA)

DISTRICT 2 - Projects	Funding Source
Carrie J. Mays Park	
Fleming Park	SPLOST 7, 8
Fleming Tennis Center	SPLOST 7, 8

DISTRICT 3 - Projects	Funding Source
Hickman Park	SPLOST 7, 8
M. M. Scott Park	SPLOST 8
Newman Tennis Center	SPLOST 8

DISTRICT 4 - Projects	Funding Source
Diamond Lakes Regional Park	SPLOST 8

DISTRICT 5 - Projects	Funding Source
Henry H. Brigham Park	SPLOST 6, 7

District 6 - Projects	Funding Source
Boykin Road Park	Fed Grant: Improving Neighborhood Outcomes in Disproportionally Impacted Communities

District 7 - Projects	Funding Source
Big Oak Park	SPLOST 8

District 8 - Projects	Funding Source
Blythe Park	SPLOST 8
Jamestown Park	SPLOST 6, 7
McBean Park	SPLOST 8

Methodology

4) Proximity to Other Parks (Distance to park in radius miles)

- a. ≤ 0.50 miles (3 pts.)
- b. 0.75 miles (6 pts.)
- c. 1.00 miles (9 pts.)
- d. ≥ 1 mile (12 pts.)

5) Park Size

- a. ≤ 1 acre (1 pts.)
- b. 1- 5 acres (2 pts.)
- c. 5-10 acres (3 pts.)
- d. 10-20 acres (4 pts.)
- e. ≥ 20 acres (5 pts.)

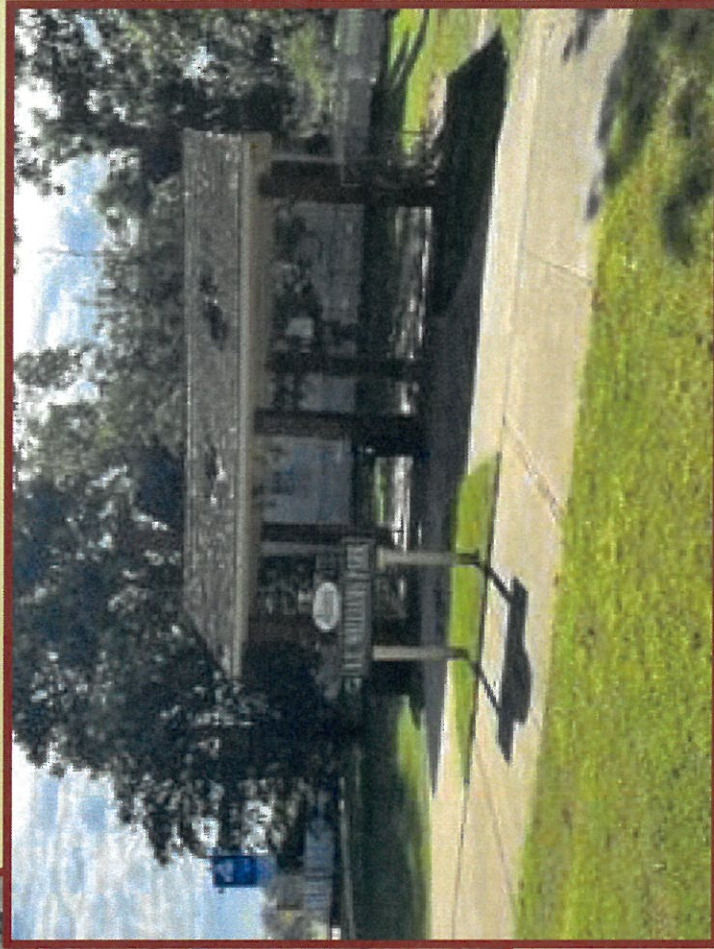
6) Park Usage

- a. High – (68% to 100%) (45 pts.)
- b. Medium – (33% to 67%) (25 pts.)
- c. Low – (0% to 32%) (5 pts.)

A.L. Williams Park Park Utilization Score: 12

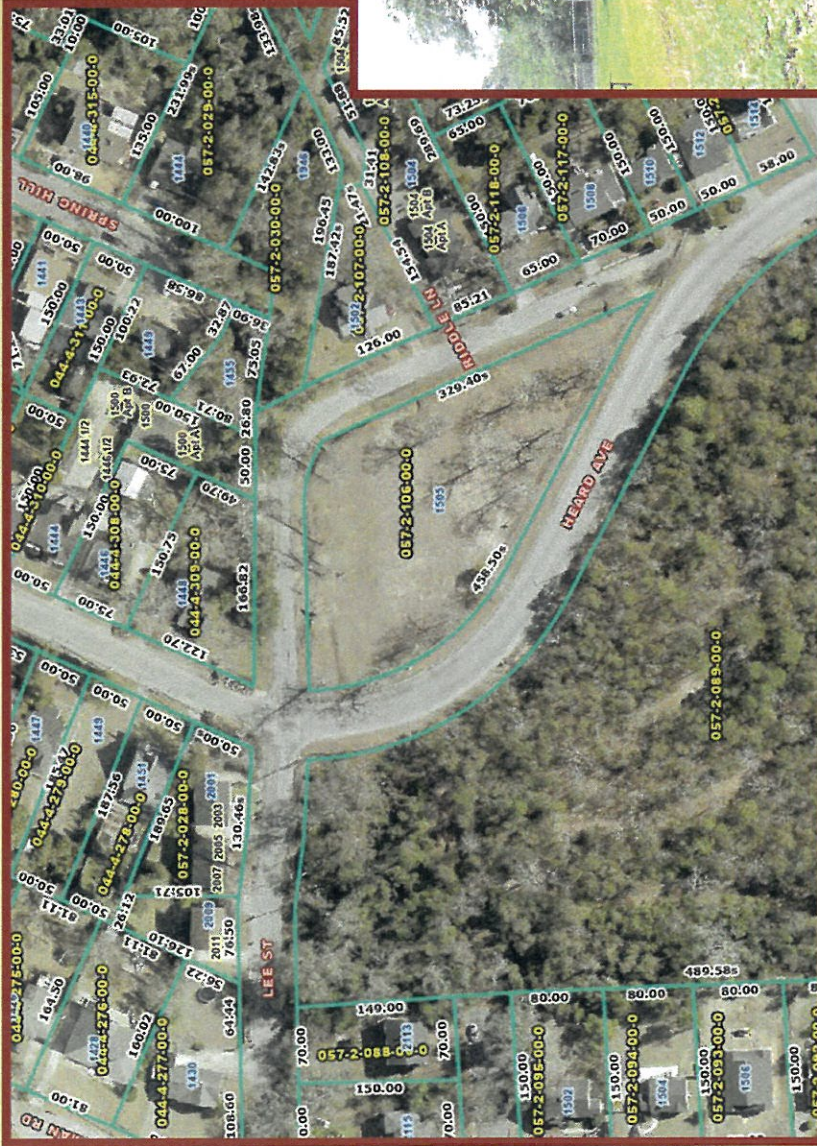


Aerial View



Elevation View

Heard Avenue Park Park Utilization Score: 13



Aerial View



Elevation View

Vernon Forrest (Hillside) Park Park Utilization Score: 13



Aerial View



Elevation View

Bedford Heights Park Park Utilization Score: 14



Aerial View

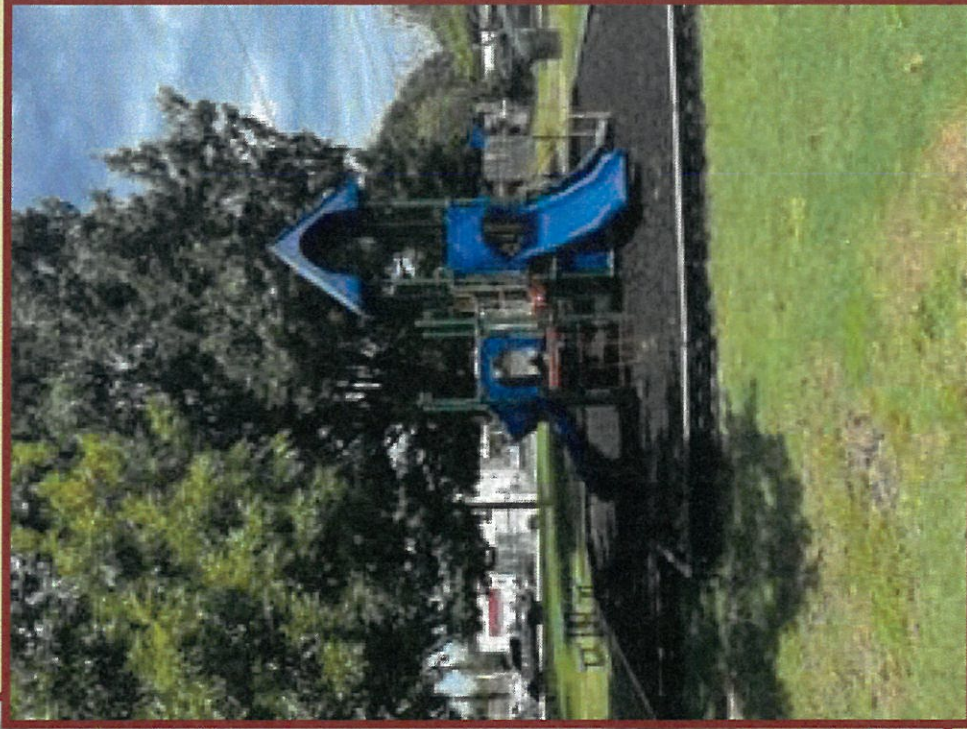


Elevation View

Elliott Park
Park Utilization Score: 14



Aerial View



Elevation View

Valley Park Park Utilization Score: 16

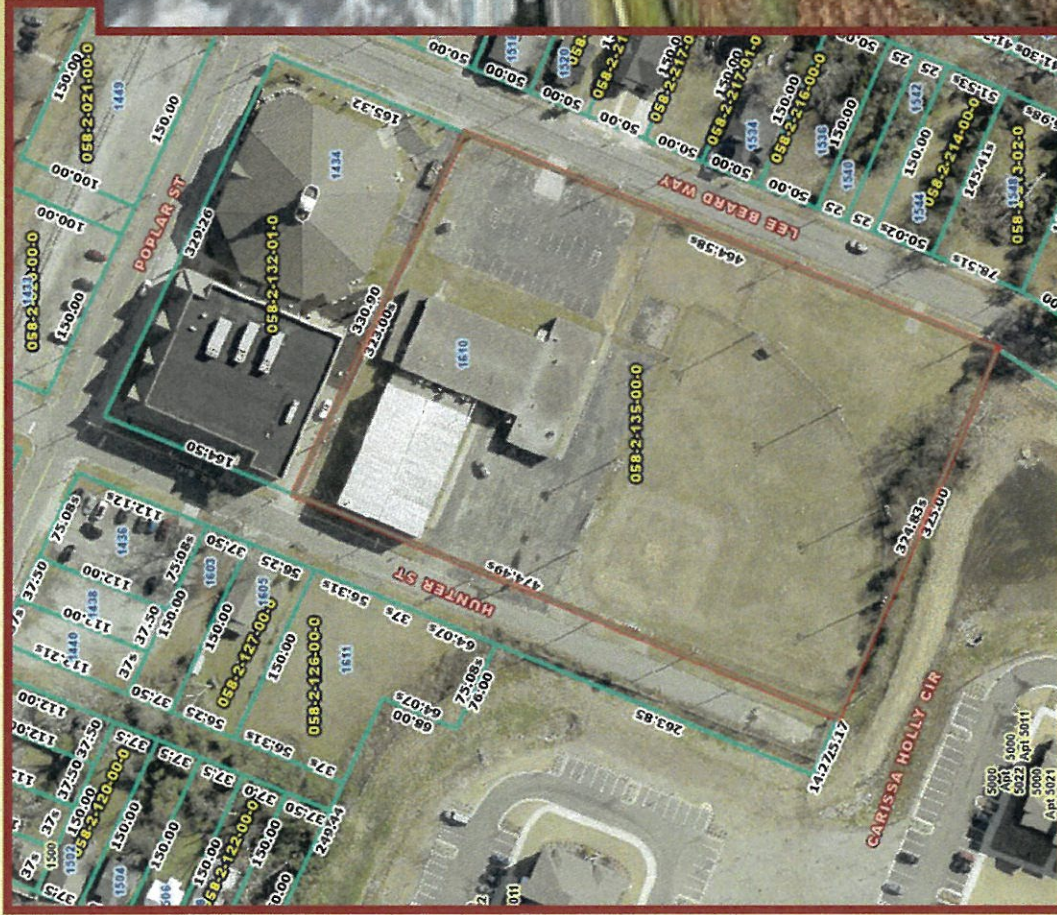


Aerial View

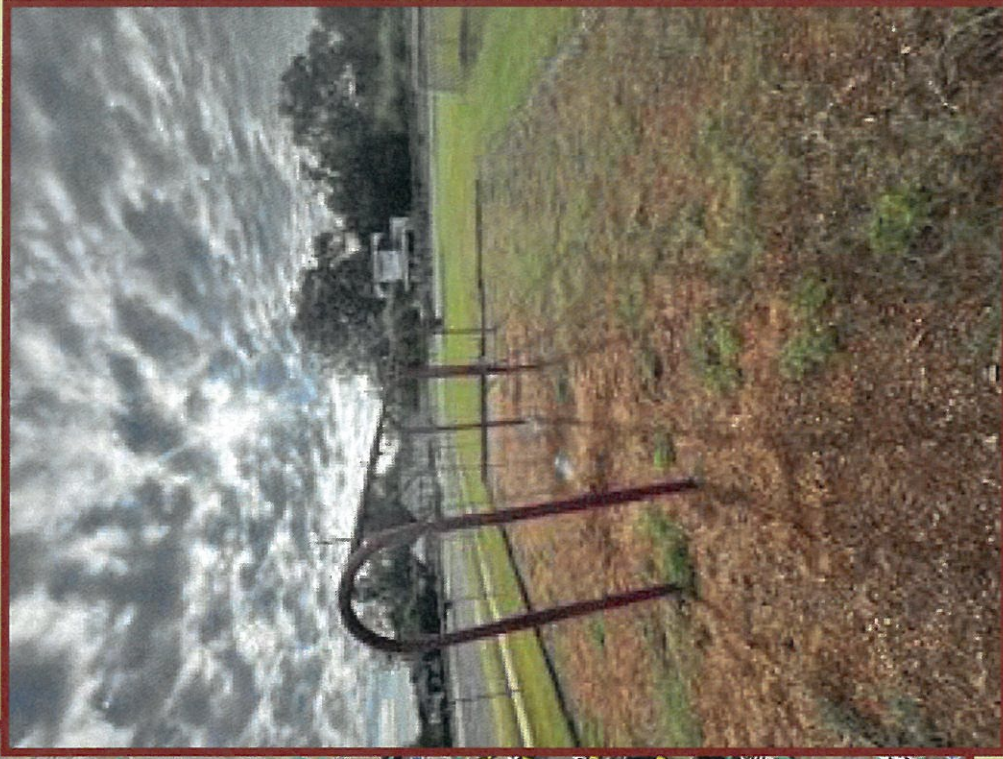


Elevation View

W.T. Johnson Center/Park Park Utilization Score: 18



Aerial View



Elevation View

Doughty Park Park Utilization Score: 19



Aerial View



Elevation View

Discussion, Comments, and Questions



Administrative Services Committee

Meeting Date: Tuesday, March 10, 2026

Emergency – Richmond County Sheriff’s Office Evidence Building Gas Pack Unit

Department: Central Services Department

Presenter: Horace Green

Caption: Receive as information the emergency request for the replacement of the gas pack unit at the Richmond County Sheriff’s Office Evidence Building in the amount of \$25,000.00 by GCT Industrial, LLC.

Background: Atlanta Gas Company responded to the RCSO Evidence Building and determined that the gas pack unit was leaking CO2. Gas has been shut off until the unit could be assessed. After an assessment was performed on the unit, it was found that the gas pack unit would require a complete replacement. Due to the nature of this issue, the unit is unable to properly regulate temperatures within the facility. As the evidence must remain in a temperature-controlled environment, it is imperative that this situation was addressed as soon as possible to prevent any potential impact on stored evidence. GCT Industrial was deemed qualified to make the replacement of the gas pack unit.

Analysis: GCT Industrial, LLC performed the corresponding replacement work.

Financial Impact: \$25,000.00; 101016216/53.19130

Alternatives:
A – Receive as information
B – Do not receive as information

Recommendation: Receive as information the emergency request for the replacement of the gas pack unit at the Richmond County Sheriff’s Office Evidence Building in the amount of \$25,000.00 by GCT Industrial, LLC.

Funds are available in the following accounts: \$25,000.00; 101016216/53.19130

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT**

REQUISITION

REQUISITION:

REQUISITION DATE: 2/19/26

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

Item 7.

DEPARTMENT NAME: Central Services Department

DEPARTMENT NUMBER: 101016216/53.19130

DEPARTMENT HEAD: 

ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	REMOVE AND PROPERLY DISPOSE OF OLD UNIT WHICH WILL REQUIRE BOOM TRUCK, INSTALL NEW 10-TON, 3-PHASE GAS PACKAGES UNIT AFTER HOURS	1	\$ 25,000.00	\$ 25,000.00						
2										
3										
4										
5	EMERGENCY- RCSO HVAC Unit Replacement									
6	Invoice# 010220268									
7	Funding is available in the following accounts:									
8	101016216/53.19130									
9										
10										
11										
12										
13										
14										
TOTAL BID				\$	25,000.00					
SHIPPING CHARGES										
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER										

VENDOR	GCT Industrial
PHONE NUMBER	706-831-1987
QUOTED BY	



Administrative Services Committee

Meeting Date: Tuesday, March 10, 2026

Emergency – Richmond County Sheriff’s Office Evidence Building Gas Pack Unit

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- Presenter:** Horace Green
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- Funds are available in the following accounts:** \$25,000.00; 101016216/53.19130

INVOICE

GCT Industrial LLC
1440 Samuels Dr
Thomson, GA 30824-4255

sclandrum1973@gmail.com
+1 (706) 831-1987



Bill to
Augusta – Richmond County Central
Services Dept.
2760 Peach Orchard Road
Augusta, GA 30906

Ship to
Augusta – Richmond County Central
Services Dept.
2760 Peach Orchard Road
Augusta, GA 30906

Invoice details

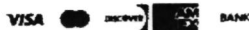
Invoice no.: 010220268
Terms: Net 30
Invoice date: 01/14/2026
Due date: 02/02/2026

Sales Rep: ac unit

#	Product or service	Description	Qty	Rate	Amount
1.		*****SCOPE OF WORK*****			
2.	Lump Sum	Sheriffs Dept. 402 Walton Way Remove and property dispose of old unit which will require boom truck. Install new 10-ton, 3-phase gas package unit after hours	1	\$25,000.00	\$25,000.00

Total **\$25,000.00**

Ways to pay



Overdue 02/02/2026

[View and pay](#)

Katie Cornelius

From: Katie Cornelius
Sent: Monday, December 15, 2025 3:24 PM
To: Andy Penick
Cc: Horace Green; Maria Rivera-Rivera; Myana Mahadi; Audrey Sutton; Nancy M. Williams; Valerie Murray
Subject: RE: Emergency Request - Richmond County Sheriff's Office Evidence Building Gas Pack Unit

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

As a follow up to your phone conversation with Maria on Friday, December 12, 2025, we will be proceeding with this emergency as we have received verbal approval from Procurement.

Please contact us with any questions or concerns.

Thank you,
Katie

Katie Cornelius | Administrative Assistant
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-312-4152
KCornelius@augustaga.gov | www.augustaga.gov



From: Katie Cornelius **On Behalf Of** Horace Green
Sent: Friday, December 12, 2025 2:58 PM
To: Andy Penick <apenick@augustaga.gov>
Cc: Horace Green <hgreen@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Myana Mahadi <msmahadi@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Valerie Murray <vm23081@augustaga.gov>
Subject: Emergency Request - Richmond County Sheriff's Office Evidence Building Gas Pack Unit
Importance: High

Good afternoon,

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of a safety and operations related emergency at the Richmond County Sheriff's Office Evidence Building located at 402 Walton Way.

Atlanta Gas Company responded to the RCSO Evidence Building and determined that the gas pack unit was leaking CO2. Gas has been shut off until repairs can be made to the unit. Due to the nature of this issue, the unit is unable to properly regulate temperatures within the facility. As the evidence must remain in a temperature-controlled environment, it is imperative that this situation is addressed as soon as possible to prevent any potential impact on stored evidence.

We are requesting approval to proceed with GCT Industrial to respond to this emergency to assess and make repairs to the unit. We currently do not have an estimate on the repairs at this time as the situation will need to be assessed to determine what is needed.

Please contact us with any questions or concerns regarding this information.

Thank you,
Katie on behalf of H. James Green

H. James Green | Director
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-828-7174
HGreen@augustaga.gov | www.augustaga.gov



This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1

INVOICE

GCT Industrial LLC
1440 Samuels Dr
Thomson, GA 30824-4255

sclandrum1973@gmail.com
+1 (706) 831-1987



Item 7.

Bill to
Augusta – Richmond County Central
Services Dept.
2760 Peach Orchard Road
Augusta, GA 30906

Ship to
Augusta – Richmond County Central
Services Dept.
2760 Peach Orchard Road
Augusta, GA 30906

Invoice details

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Invoice no.: 010220268
Terms: Net 30
Invoice date: 01/14/2026
Due date: 02/02/2026

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2.	Lump Sum	Sheriffs Dept. 402 Walton Way Remove and properly dispose of old unit which will require boom truck. Install new 10-ton, 3-phase gas package unit after hours	1	\$25,000.00	\$25,000.00

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

AED:104.1



Acquisition of right of way, permanent construction easement for maintenance of slopes, and driveway easement to Richmond County, Georgia from Lawrence Cooper and Ernestine L. Cooper

Meeting Date: March 31, 2026

ENGINEERING SERVICES

Department: LAW

Presenter: James T. Plunkett, Interim General Counsel

Caption: Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and driveway easement (Parcel 195-0-001-01-0) 2283 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 214).

Background: Despite repeated efforts, the City has been unable to reach an agreement with the property owners and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 315.03 square feet of right of way, 8,479.57 square feet of permanent construction easement for maintenance of slopes, and \$713.53 square feet of driveway easement. The appraised value is \$21,350.00.

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

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

Alternatives: Deny condemnation.

Recommendation: Approve condemnation.

Funds are available in the following accounts: DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:
G/L 340041110-54.414110
J/L TP1809005-54.414110

REVIEWED AND APPROVED BY: N/A



Acquisition of permanent construction easement for maintenance of slopes to Richmond County, Georgia from Chary'sy T. Copeland

Meeting Date: March 31, 2026
ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for permanent construction easement for maintenance of slopes (Parcel 194-0-029-10-0) 2327 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 204).	
Background:	Despite repeated efforts, the City has been unable to reach an agreement with the property owners and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 1,309.21 square feet of permanent construction easement for maintenance of slopes. The appraised value is \$2,100.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



Engineering Services Committee

Meeting Date: 3/24/2026

Item Name: Approve MOU with Augusta University for internship program centered around environmental and smart city sensors and programs.

- Department:** Utilities
- Presenter:** Wes Byne
- Caption:** Approve the 2026 MOU with Augusta University for an internship program centered around environmental and smart city sensors and programs.
- Background:** AUD and AED have worked with Augusta University since 2014 on a variety of initiatives centered around developing intelligent water sensing products. This program has been formalized since 2023 in an MOU between Augusta and Augusta University. This MOU allows us to continue this valuable program and provides the flexibility to address current and future needs
- Analysis:** This MOU would allow for the commitment of full-time faculty and staff for approximately 3 months per year, in addition to approximately 10 full-time students and materials over the summer. AU will provide facilities as well as specialized knowledge of electronics required to rapidly prototype and assemble these projects.
- Financial Impact:** The funding for 2026-2027 is \$347,233.
- Alternatives:** No alternatives are recommended
- Recommendation:** AUD recommends approving this MOU.
- Funds are available in the following accounts:** Funds are available in the following accounts after transfer:
G/L 506-04-3110/52-13119
- REVIEWED AND APPROVED BY:** N/A

Non-Clinical Sponsored Agreement

AUGUSTA UNIVERSITY RESEARCH INSTITUTE SPONSORED AGREEMENT

Agreement No. 43179

THIS SPONSORED AGREEMENT, effective as of date of last signature below (“Agreement”), is made and entered into by and between Augusta Utilities being a local government entity (hereinafter referred to as “Sponsor”), and Augusta University Research Institute, Inc. a Georgia nonprofit research and educational corporation, (hereinafter AURI) located at Augusta University, 1120 15th Street, Augusta, GA 30912.

WHEREAS, the sponsored program contemplated by this Agreement is of mutual interest and benefit to AURI and to Sponsor, and will further the instructional and research objectives of AURI in a manner consistent with its status as a non-profit, tax-exempt, research and educational institution;

WHEREAS, the research program (hereinafter “Sponsored Program”) will be performed through a subcontract with Augusta University (hereinafter "Augusta University").

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

SECTION 1. DEFINITIONS

1.1 “Project Period” shall mean the period commencing as of May 18, 2026, and ending on May 14, 2027. The Project Period may be extended by written agreement of duly authorized representatives of Sponsor and AURI.

1.2 “Intellectual Property” shall mean all patentable inventions, discoveries, software, formulae, processes, methods, techniques, data, and databases.

1.3 “Intellectual Property Protections” shall mean the registration, application, filing, prosecution or maintenance of a patent, copyright, or other protective measure for Intellectual Property.

1.4 “Sponsored Project” shall mean the project and deliverables as described in Exhibit A.

1.5 “Principal Investigator(s)” shall mean Dr. Joseph Hauger. The Principal Investigators shall conduct, supervise and direct the Sponsored Project. Principal Investigator shall not be changed without the prior written consent of Sponsor and AURI. The Principal Investigator is not authorized to amend or modify this Agreement. Any such amendments or modifications must be approved by the Division of Sponsored Programs.

1.6 “Project Funds” shall mean those funds to be paid by Sponsor to AURI for the Sponsored Project in the amount of **three hundred forty-seven thousand two hundred and thirty-three dollars (\$347,233)** as set forth in the budget attached as Exhibit B.

1.7 “Project Team” shall mean the Principal Investigator(s) Dr. Joseph Hauger and any faculty, staff, or students supported by the Project Funds.

1.8 “Field of Use” shall mean sensors for use in municipal services, including water quality monitoring.

SECTION 2. PROJECT FUNDS

2.1 Sponsor shall pay AURI the Project Funds for direct and indirect costs incurred in the conduct of the Sponsored Project. Sponsor acknowledges that this amount is a good faith estimate only and not a guarantee of the cost to conduct the Sponsored Project. AURI shall promptly notify Sponsor of any anticipated funding deficiencies, including an estimate of the additional funds required. Sponsor may, in its discretion, provide AURI all or part of such additional funds. In no event shall AURI be obligated to incur costs in excess of the Project Funds paid by Sponsor to AURI.

2.2 Sponsor shall make an advance payment of \$ 35,000 of the Project Funds upon

execution of this Agreement, to cover startup costs of the project. Thereafter, AURI shall invoice Sponsor no less than monthly for expenses incurred up to the total amount of \$347,233.

All payments shall be in U.S. dollars and made by check payable to the order of AURI and delivered to:

Augusta University Research Institute, Inc.
P.O. Box 945552
Atlanta, GA 30394-5552
Attn: 43179 Hauger
The AURI tax identification number is 58-1418202.

Commencement of the Project is contingent upon the timely receipt of the foregoing advance payment of the Project Funds. A final payment that includes all outstanding payments due will be sent within thirty (30) days after all data has been received by Sponsor and all queries have been resolved.

2.3 AURI shall account for, and maintain records of, direct and indirect costs incurred in the conduct of the Sponsored Project in accordance with AURI's standard policies and practices. Such records shall be made available for Sponsor's review during AURI's normal business hours upon reasonable prior notice, but not more frequently than once a year.

2.4 Sponsor acknowledges and agrees that payments are made payable or sent to any individual other than specified above shall not be credited toward fulfillment of Sponsor's obligations under this Article.

2.5 Augusta University shall retain title to any equipment purchased with funds provided by Sponsor under this agreement.

SECTION 3. PUBLICATIONS AND PRESENTATIONS; OTHER RESEARCH RIGHTS; NAME AND LOGO USE

3.1 Publications and Presentations. Sponsor acknowledges that AURI, the Principal Investigator and the other Project Team members shall have the right to publish or otherwise publicly disclose at academic and professional conferences and other meetings the results of the Sponsored Project, subject to the following limitations. A draft copy of the proposed publication or public presentation shall be provided to Sponsor for its review at least 30 days prior to submission for publication or public presentation. During such 30 day period, Sponsor may request that AURI delay the proposed publication or public presentation for up to an additional 30 days to allow for patent or copyright filings or other matters related to the protection of Intellectual Property. In addition, Sponsor may suggest changes to the proposed publication or public presentation, but the author shall retain final authority; provided, however, that the author shall be obligated to remove any confidential information furnished by Sponsor pursuant to the non-disclosure agreement as contemplated below. Notwithstanding anything in this Agreement to the contrary, copyrights in publications, public presentations and other scholarly writings shall be owned by their respective authors.

3.2 Other Research Rights. Sponsor acknowledges that this Agreement shall not be construed to limit the freedom of AURI, the Principal Investigator or the Project Team members to engage in any other research. Notwithstanding any license that may be granted to Sponsor with respect to the Intellectual Property owned by AURI resulting from the Sponsored Project, AURI shall retain an irrevocable worldwide right to use such Intellectual Property on a non-exclusive royalty-free basis for research and education purposes.

3.3 Name and Logo Use. Neither Sponsor nor AURI shall use the other party's name, trademarks or other logos, or the names of any individuals involved in the Sponsored Project, including, but not limited to, the Principal Investigator and the other Project Team members, in any publication or public presentation without the prior written consent of such other party. The foregoing restriction shall not apply to the inclusion of an acknowledgment of Sponsor's funding of the Sponsored Project in any such publication or public presentation. Notwithstanding the above, each party has the right to post on their websites that an award to AURI/Augusta University has been made and include a short public abstract.

SECTION 4. INTELLECTUAL PROPERTY

4.1 Any Intellectual Property invented, reduced to practice, created, or developed solely by AURI under this Agreement shall be owned by AURI (“AURI Intellectual Property”).

4.2 Any Intellectual Property invented, reduced to practice, created, or developed solely by Sponsor under this Agreement shall be owned by Sponsor (“Sponsor Intellectual Property”).

4.3 Any Intellectual Property invented, reduced to practice, created, or developed jointly by AURI and Sponsor under this Agreement shall be owned jointly by AURI and Sponsor (“Joint Intellectual Property”).

4.4 Invention Disclosures. AURI will notify Sponsor, in confidence and in writing (“Notification”), of any Intellectual Property resulting from the Sponsored Project reported to AURI pursuant to AURI’s Intellectual Property Policy then in effect (“Disclosure”). Notification shall be made by AURI within sixty (60) days of receipt of Disclosure. Intellectual Property Disclosures made by AURI pursuant to this section, and any related discussions between Sponsor and AURI shall be kept confidential by Sponsor and shall not be further disclosed or used by Sponsor in any manner inconsistent with the provisions of this Agreement. Upon receipt of Disclosure, Sponsor may request (under either licensing option) that AURI pursue Intellectual Property Protections in a particular country at Sponsor's expense.

4.5 Joint Intellectual Property. In the event that either party desires to obtain any Intellectual Property Protections concerning Joint Intellectual Property, such party will notify the other party and the parties shall mutually agree upon patent strategy and cost allocation. Each party agrees to execute documentation necessary in connection therewith. Title to all patents issued on Joint Intellectual Property shall be joint and each party shall have the right to license such Joint Intellectual Property to third parties, with the right to sublicense thereunder, without accounting to the other and without seeking the consent of the other. In the event that consent by each joint owner is necessary for either joint owner to non-exclusively license the Joint Intellectual Property, the parties hereby consent to the other party’s grant of one or more licenses under the Joint Intellectual Property to third parties and shall execute any document or do any other reasonable act deemed necessary to evidence such consent.

SECTION 5. LICENSING OPTIONS

5.1 In accordance of Section 4 and the remainder of Section 5, it is anticipated that Intellectual Property resulting from the Sponsored Project, whether hardware or software, will be released under an open-source license.

Any software code developed pursuant to this Sponsored Project shall be contributed and released pursuant to the Apache 2.0 or an equivalent permissive open-source license.

For hardware, design files for the hardware shall be released under a copyleft license once any Intellectual Property has been disclosed, reviewed, and potentially protected under Sections 4 and 5 of this agreement. This license will be under the CERN Open Hardware License, the TAPR Open Hardware License, or an equivalent open-source hardware license.

5.2 Sponsor’s Evaluation of AURI’s Intellectual Property. Intellectual Property owned by AURI resulting from the Sponsored Project disclosed by AURI to Sponsor may be used by Sponsor on a non-exclusive royalty-free basis, solely for internal research purposes to evaluate whether or

not Sponsor is interested in licensing the technology from AURI.

5.3 License Options. Within sixty (60) days after Notification to Sponsor by AURI of a Disclosure, Sponsor may request (1) a non-exclusive, non-transferable, limited term, royalty-bearing license, or (2) an exclusive, non-transferable, limited-term, royalty-bearing license, to AURI Intellectual Property and/or AURI's ownership in Joint Intellectual Property in the Field of Use ("Option Period"); however, neither option shall be available to Sponsor if Sponsor is in breach of this Agreement, if Sponsor or any of Sponsor's affiliates, parents or subsidiaries are in breach of any license agreement with AURI, or if this Agreement has been terminated because of a breach by Sponsor. The license will be to make, have made, use, import, lease, sell, or otherwise dispose of products and/or services (a) in the United States and/or any other country for which Sponsor alone or Sponsor and AURI jointly choose to obtain Intellectual Property Protections and (b) in the Field of Use which embodies some or all of such Intellectual Property covered by the Disclosure. Sponsor agrees to demonstrate reasonable efforts to commercialize such Intellectual Property. The license shall be based on mutually-agreeable economic conditions and in accordance with standard AURI terms and conditions. Sponsor shall have ninety (90) days from the date of written notification to AURI of its intention to license the AURI Intellectual Property to negotiate a license agreement with AURI ("Negotiation Period"). Sponsor agrees to reimburse AURI for all Intellectual Property Protection costs and related expenses during the Option and Negotiation Periods. After expiration of the Negotiation Period, Sponsor shall have no further rights to AURI Intellectual Property. Such Negotiation Period, however, may be extended by the mutual consent of both parties.

5.4 AURI's Research License. AURI will have a non-exclusive, non-transferable, non-royalty bearing license to use and make derivative works of all Sponsor Intellectual Property solely for the purpose of fulfilling its obligations to complete the Sponsored Project.

SECTION 6. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION; INDEMNIFICATION; EXPORT COMPLIANCE

6.1 Disclaimer of Warranties. Notwithstanding anything in this Agreement to the contrary, AURI makes no representations or warranties of any kind, express or implied, concerning the results of the Sponsored Project or any related Intellectual Property, including, but not limited to, representations and warranties as to non-infringement, merchantability and fitness for any particular purpose.

6.2 Liability Limitation. Neither Sponsor nor AURI shall be liable for any incidental, consequential, special or other economic damages, such as loss of anticipated business or profits, suffered by the other party in connection with this Agreement, the Sponsored Project or any related Intellectual Property, including, but not limited to, any use or commercialization thereof.

SECTION 7. INDEMNIFICATION AND INSURANCE

Sponsor agrees to indemnify and hold harmless AURI and its duly authorized agents, servants and employees from all claims, demands, actions, causes of action and suites of whatever kind or nature and to indemnify AURI and its duly authorized agents, servants and employees from all damages, losses, judgments, costs and fees, including attorneys' fees, which result from this Study, provided that:

- (1) AURI, and its agents, servants and employees have followed the Protocol described herein as Exhibit A and were not negligent in conducting the work under Protocol; and

(2) AURI promptly gives SPONSOR notice of, and the right to defend against, any claim or suit as well as the unconditional right to settlement of such suits in the sole discretion of SPONSOR; and

(3) AURI agrees to cooperate fully with SPONSOR in its defense of any claim or suit. AURI warrants and represents that Augusta University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by Augusta University. Augusta University has no liability insurance policy as such that can extend protection to any other person. Sponsor acknowledges that this Agreement does not confer upon Sponsor any right of claim of indemnification by the AURI or Augusta University, either express or implied.

7.1 Sponsor's Export Compliance. All rights granted to Sponsor in connection with this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project are subject to compliance with U.S. laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. Sponsor shall not, directly or indirectly, export any such controlled commodities in connection with this Agreement, the Sponsored Project or the Intellectual Property resulting from the Sponsored Project, unless the required authorization and/or license is obtained from the proper governmental authorities prior to export. By granting Sponsor rights in this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project, AURI does not represent that an export authorization and/or license will not be necessary or, if necessary, that such authorization and/or license will be granted.

SECTION 8. SPONSOR'S CONFIDENTIAL PROPRIETARY INFORMATION

Sponsor's Confidential Proprietary Information. In the event it becomes necessary for Sponsor to furnish any of its confidential proprietary information to AURI for purposes of the Sponsored Project, Sponsor may request that the Principal Investigator and the other Project Team members individually execute appropriate non-disclosure agreements with Sponsor. Notwithstanding the foregoing, Sponsor shall not disclose to AURI, the Principal Investigator or the other Project Team members, any information subject to U.S. export laws or regulations. Sponsor acknowledges that AURI shall not be obligated to accept any confidential proprietary information from Sponsor, and AURI shall not bear any institutional responsibility with respect to any such information provided by Sponsor.

SECTION 9. TERMINATION; ACTIONS UPON TERMINATION; SURVIVAL OF OBLIGATIONS

9.1 Termination. This Agreement may be terminated prior to the expiration of the Project Period as follows:

- (a) By written agreement of the parties, effective upon the date set forth in such agreement;
- (b) By either Sponsor or AURI in the event the other party fails to cure any material breach of this Agreement within 30 days after receipt of written notice of such breach from the

terminating party, effective upon receipt of written notice from the terminating party, after the expiration of the 30 day cure period; and

(c) By either Sponsor or AURI in the event the Principal Investigator is no longer able to conduct the Sponsored Project on behalf of AURI, effective upon receipt of written notice from the terminating party.

9.2 Actions upon Termination. Upon any expiration or termination of this Agreement:

(a) Sponsor shall not be obligated to make any further payments of Project Funds to AURI pursuant to Exhibit B;

(b) AURI shall be entitled to retain any prior payments of Project Funds by Sponsor for direct and indirect costs incurred in connection with the Sponsored Project prior to termination of this Agreement, including non-cancelable commitments for property or services, such as student or postdoctoral support;

(c) AURI shall deliver to Sponsor within 90 days after termination of this Agreement a final accounting report of all Project Funds received and direct and indirect costs incurred in connection with the Sponsored Project, including non-cancelable commitments for property or services, such as student or postdoctoral support; and

(d) AURI shall return to Sponsor any excess Project Funds indicated in such final accounting report within 30 days after delivery of such report to Sponsor.

9.3 Survival of Obligations. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 3.2, 3.3, 4, 5 and 6 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

SECTION 10. NOTICES

Any notice or other communication of the parties required or permitted to be given or made under this Agreement shall be in writing and be deemed effective upon receipt if delivered personally, by reputable courier, by facsimile or electronic transmission, or by certified registered mail, postage prepaid, return receipt requested, addressed to the other party as follows (or as changed by written notice pursuant to Section 9):

Sponsor

Contractual and Administrative:

AURI

Contractual and Administrative:

Executive Director
Augusta University Research Institute, Inc.
HS-1201, 1120 15th Street
Augusta, GA 30912

Phone: 706-721-3087

E-mail: ogc@augusta.edu cc: spacontracts@augusta.edu

Technical:

Technical: Dr. Joseph Hauger

Phone: 706-737-1541

Email: jhauger@augusta.edu

SECTION 11. MISCELLANEOUS

11.1 Power and Authority; Due Authorization; No Conflict; Enforceability; Binding Effect. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such party and does not and shall not conflict with any agreement or instrument to which it is bound, (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, and (iv) this Agreement, and the interests, rights, duties and obligations hereunder, shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

11.2 Entire Agreement; Further Assurances. This Agreement, including Exhibits A and B attached hereto, constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous negotiations, understandings and agreements, with respect to the subject matter hereof. In addition, the terms of any purchase order or other purchasing document issued for this Sponsored Project, and prepared and executed subsequent to signing this Agreement, shall not be applicable to this Agreement other than to provide for funding as identified herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.

11.3 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.

11.4 Force Majeure; Remedies Cumulative. Either party's delayed performance under this Agreement may be temporarily excused without liability, if such delay is a result of causes or conditions beyond that party's control and without that party's fault or negligence (such causes or conditions specifically do not include the financial incapacity to pay); provided, however, that such party must diligently pursue actions to remedy such cause or condition. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law and in equity.

11.5 Resolution of Disputes. In the event of any dispute or disagreement between the parties either in interpreting any provision of this Agreement or about the performance of either party and upon the written request of either party, each of the parties will appoint a designated representative to attempt to resolve such dispute or disagreement. The designated representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without any formal proceedings. The specific format of such discussion shall be left to the discretion of the designated representatives. No litigation for the resolution of such dispute may be commenced until the designated representatives have met and either party has concluded in good faith that amicable resolution through continued negotiation does not appear likely (unless either party fails or refuses to appoint a designated representative and schedule a meeting of such representatives within thirty (30) days after a request to do so by the other party).

11.6 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Georgia (without regard to the conflicts or choice of law principles thereof).

11.7 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

11.8 Construction of Agreement. The provisions of this Agreement shall not be construed more favorably toward one party than the other party as a result of one party being the primary drafter of the Agreement. This section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

11.9 Independent Contractor Relationship; No Third-Party Beneficiaries. Sponsor and AURI intend that their relationship under this Agreement shall be as independent contractors, and neither Sponsor nor AURI shall conduct themselves in a manner inconsistent with such independent contractor status. Nothing in this Agreement nor any performance hereunder is intended, or shall be construed, to create a partnership, joint venture or other form of business enterprise, or relationship of agency or employment, between Sponsor and AURI (including, but not limited to, the Principal Investigator and the other Project Team members). Moreover, neither party shall have the authority to enter into contracts on behalf of the other party. Nothing in this Agreement, express or implied, is intended to confer, any benefits, rights or remedies on any person, other than the parties hereto and their successors and permitted assigns.

11.10 Conflict of Interest. Augusta University institutional policy requires that persons engaged in Sponsored research must disclose potential financial conflicts of interest with such research, including certain consulting, stock ownership or other relationships with a company which Sponsors such research, and that Augusta University must take measures to eliminate or minimize any effects of such potential conflicts on the objectivity of such research. By signing

below, Principal Investigators agrees to comply with Augusta University institutional policy and requirements governing conflict of interest.

11.11 Record Retention: Augusta University agrees to retain all books, financial records and other documents relative to this Agreement for three (3) years, or as required by Federal, State or local laws, following completion or termination of the Agreement. AURI shall retain copies of all documentation


11.12 Nondiscrimination. Neither AURI nor Sponsor shall discriminate against any person on the basis of race, national origin, religion, creed, sex, sexual orientation, age or handicaps in the performance of this Agreement

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Sponsor and AURI have each duly executed and delivered this Agreement as of the date first written above.

Augusta Utilities

Augusta University Research Institute, Inc.


Signing Time: Mar 06, 2026, 05:18:31:603 p.m. (EST)
boxSIGN 1XQRWY63-4K62662X

By: _____

By: Eric M. Kern, MBA

Date: _____

Date: Mar 6, 2026

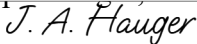
Title: _____

Title: Executive Director

PDC
Mar 06, 2026, 05:09:40:690 p.m. (EST)
boxSIGN 159J96L1-4K62662X

Acknowledge and Agreed by PI(s):

By: Dr. Joseph Hauger, PhD


Signing Time: Mar 06, 2026, 01:33:44:655 p.m. (EST)
boxSIGN 197KVZZ6-4K62662X

Date: _____ Mar 6, 2026

Title: Professor

Exhibit A

Timeline:

Summer Intern Program

Summer Interns would work between 18 May and 31 July, 2026.

Academic Year Intern Program

Academic Year Interns would work between 10 August, 2026 and 14 May, 2027.

Job Description:

Interns employed through the Augusta Utilities – Augusta University summer program will be trained on a variety of design, fabrication and electronics skills before being assigned to a research and development project of interest to the overall goals of the program. The initial training would teach basic skills that would improve the overall capability in the applied sciences. These skills would be refined during the research and development project phase of the internship under the guidance of more experienced interns as well as scientists and engineers supervising this work.

The following is a list of skills and capabilities that we expect to be included in the initial training of each student intern:

- 3D Computer Aided Design (3D CAD)
- 3D Printing
- Basic hand tools and safety protocols
- Basic power tools and safety protocols
- Electronic circuit construction and prototyping
- Printed circuit board (PCB) design and production.
- Applications of fundamental electronic components including resistors, capacitors, inductors, diodes, transistors, operational amplifiers, power supplies, regulators
- Basic electronic instruments including digital multimeters and oscilloscopes.
- Soldering, connecting and device construction methods
- Microcontroller programming and selection
- Internet of things (IoT) techniques and applications
- Device interconnectivity and long-range communications via LoRaWAN
- IoT programming using the Particle microcontroller platform
- Battery use, solar charging and low-power electronics techniques.
- Experimental fluid mechanics

Exhibit B

Augusta University Research Institute – Augusta Utilities Budget

❖ Faculty

- 2.0 summer month salary (2 x \$18,324 = \$36,649)
 - 2.7 academic months (30% effort) (2.7 x 18,324 = \$49,476)
 - Summer Fringe (21%) \$7,696
 - Academic Fringe (8%) \$3,958
- Total: \$97,779

❖ Faculty Assistant Support

- 2.0 summer month salary = \$29,863
 - Summer Fringe = \$7,582
 - Administrative Support: \$6,240
- Total: \$43,685

❖ Student Interns

- Summer: 10 Weeks, 40 hours, 18\$/hour rate (\$7,200 each): \$72,000 for ten students
 - Academic Year: 2 terms, 15 weeks, 3 hours weekly (\$1,620 each): \$8,100 for five students
- Total: \$80,100

❖ Supplies and Consumables

- Electronics supplies: \$10,000
 - Shop supplies (3D printing, CNC materials): \$15,000
- Total: \$25,000

❖ Equipment

- Tools: \$1,000
 - Water Quality Sensors: \$7,500
 - Hydraulic Flume Accessories: \$10,000
- Total: \$18,500

Direct Cost: \$265,064

Indirect Cost (31%): \$82,169

Total Project Cost: **\$347,233**



Engineering Services Committee

Meeting Date: 3/24/2026

Approve AUD Itron Contract Amendment

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve Second Contract Amendment with Itron (24-161/25AUA189)
Background:	AUD has a current contract with Itron Inc for Advanced Metering Infrastructure hardware and services. This amendment is to add pipe asset management tools and capabilities to the contract.
Analysis:	Itron and a partner company, VodaAI, offer a free pipe asset management risk modeling service for 1 year as an included item with the use of Temetra. This service when used in conjunction with other tools and services procured by AUD will allow for more robust system modeling and analysis of potentially problematic pipe assets and improve AUDs ability to proactively prevent issues. In year 2 there is an associated cost should AUD elect to continue to use.
Financial Impact:	N/A
Alternatives:	None
Recommendation:	Approve contract amendment.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Second Amendment

This Second Amendment (this "**Amendment**") is effective as of the last date of execution below the ("**Amendment Effective Date**").

RECITALS

WHEREAS, Itron, Inc. ("**Itron**") and City of Augusta, Georgia ("**Customer**") entered into that certain Master Sales Agreement dated April 1, 2025 (the "**Agreement**");

WHEREAS, the Parties wish to amend the Agreement for the purpose of adding pricing; and

NOW, THEREFORE, in consideration of the mutual promises and obligations below, Itron and *Customer* agree to the foregoing recitals and as follows:

- 1 Capitalized terms used herein that are not otherwise defined in this Amendment shall have their meanings specified in the Agreement.
- 2 Pricing Summary with Quote Number Q-00017229, dated 02/16/2026 and attached hereto as Attachment A, is hereby added to the Agreement.
 - a. Year 1 Pipe Asset Management Services Pilot Pricing.

Notwithstanding anything to the contrary in the Agreement, Itron shall make available to Customer the Pipe Asset Management – Risk Modeling for Mains Essentials services ("Promotional Services") at no charge for a period of one (1) year commencing on the Amendment Effective Date ("Promotional Term"). During the Promotional Term, Customer shall not be invoiced for, nor required to pay, any fees for the Promotional Services.
 - b. Pipe Asset Management Services Renewal Option.

Upon expiration of the Promotional Term, Customer shall have the option to renew the Promotional Services for an additional one-year term ("Renewal Term") at the quoted price in the attached quote, attached hereto as Attachment A. The Promotional Services shall not automatically renew following the Promotional Term. Any such renewal shall be subject to mutual written agreement of the parties.
- 3 Except as provided in this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict or ambiguity between this Amendment and the Agreement, this Amendment shall control.
- 4 This Amendment may be executed in counterparts, which may be delivered by email, facsimile transmission or similar means.

[Signature Page Follows]

INTENDING TO BE LEGALLY BOUND, each party represents and warrants that it has all necessary power and authority to enter into this Amendment to the Agreement.

Item 11.

AGREED:

Itron, Inc.

City of Augusta, Georgia

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Attachment A Pricing Summary



We create a more resourceful world

Pricing Summary

2111 N Molter Road
Liberty Lake, WA, 99019-9469
customer.orders@itron.com
www.itron.com

City of Augusta, Georgia
530 Green Street Room 118
Augusta, GA 30911

Quote Number: Q-00017229
Date: 02/16/2026
Valid until: 04/16/2026

Line	Item Number	Description	Qty	UOM	Unit Price	Extended Price
Itron Managed Services – Year 1 Pilot						
1	3000-02157	PIPE ASSET MANAGEMENT MAINS RISK MODELING, ESSENTIALS-SUBSCRIPTION	1,344 miles			No charge
2	3000-02155	PIPE ASSET MANAGEMENT- PLATFORM SERVICES SUBSCRIPTION	1			No charge
Year 1 Quote Total						\$0.00

Optional Products – Year 2

1	3000-02157	PIPE ASSET MANAGEMENT MAINS RISK MODELING, ESSENTIALS-SUBSCRIPTION	1,344 miles	Each	\$100.46	\$135,018.24
2	3000-02155	PIPE ASSET MANAGEMENT- PLATFORM SERVICES SUBSCRIPTION	1	Each	\$21,840.00	\$21,840.00
Optional Total Year 2						\$156,858.24

Notes and Assumptions

- 1 This quote is governed by the Itron Terms of Sale found at <https://na.itron.com/terms-of-sale>, unless customer has a written sales agreement executed by Itron for the products and services included within this quote, in which case such written agreement will govern.
- 2 This quote expires sixty (60) days following the date of this quote, unless customer and Itron establish a written sales agreement for the products and services included within this quote prior to the expiration date.
- 3 All prices are in USD and payments are required in the same currency.
- 4 Prices do not include any taxes, duties, or tariffs.
- 5 Itron Professional Services and Software Prices. Unless otherwise agreed by the parties, Itron reserves the right to adjust software and professional services prices after the first year following the date of the applicable agreement or addition thereto at the then-current price list.
- 6 Any pricing provided beyond the committed fixed price window is indicative only and subject to the price adjustment clause in this pricing summary.
- 7 Third party products and services included within this quote are subject to terms and conditions and potential price increases from the applicable vendor, which Itron may require customer to accept as a condition to providing such products and services.

Q-00017229

Confidential

1



Acquisition of right of way, permanent construction easement for maintenance of slopes, and driveway easement to Richmond County, Georgia from Johnny L. Evans

Meeting Date: March 31, 2026

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and driveway easement (Parcel 165-1-124-00-0) 2797 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 97).	
Background:	Despite repeated efforts, the City has been unable to reach an agreement with the property owners and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 3049.20 square feet of right of way, 1568.16 square feet of permanent construction easement for maintenance of slopes, and 392.04 square feet of driveway easement. The appraised value is \$39,100.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



Acquisition of right of way, permanent construction easement for maintenance of slopes, and temporary easement for construction of drives to Richmond County, Georgia from Alvin Griffin and Rosaline Freeman

Meeting Date: March 31, 2025

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and temporary easement for construction of drives (Parcel 194-0-143-00-0) 2349 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 190).	
Background:	Due to liens on the property, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 1785.96 square feet of right of way, 2918.52 square feet of construction easement for maintenance of slopes, and 1263.24 square feet for temporary easement for construction of drives. The appraised value is \$23,800.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



Acquisition of right of way and permanent construction easement for maintenance of slopes to Richmond County, Georgia from Estate of Ephraiam Williams

Meeting Date: March 31, 2025
ENGINEERING SERVICES

- Department: LAW
Presenter: James T. Plunkett, Interim General Counsel
Caption: Motion to authorize condemnation to acquire a portion of property for right of way and permanent construction easement for maintenance of slopes (Parcel 194-0-002-00-0) 2345 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 191).
Background: Due to liens on the property, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 4,925.62 square feet of right of way and 4,026.67 square feet of construction easement for maintenance of slopes. The appraised value is \$3,850.00.
Analysis: Condemnation is necessary in order to acquire the required property.
Financial Impact: The necessary costs will be covered under the project budget.
Alternatives: Deny condemnation.
Recommendation: Approve condemnation.
Funds are available in the following accounts: DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
REVIEWED AND APPROVED BY: N/A



Acquisition of right of way and permanent construction easement for maintenance of slopes to Richmond County, Georgia from Kinsman Redeemed Ministries, Inc.

Meeting Date: March 31, 2026

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for right of way and permanent construction easement for maintenance of slopes (Parcel 150-0-010-04-0) 3032 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 26).	
Background:	Despite repeated efforts, the City has been unable to reach an agreement with the property owners and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 2,204.03 square feet of right of way and 5,716.83 square feet of permanent construction easement for maintenance of slopes. The appraised value is \$1,900.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



Acquisition of right of way, permanent construction easement for maintenance of slopes, and temporary driveway easement to Richmond County, Georgia from Dennis W. Landry and Christy M. Landry

Meeting Date: March 31, 2026

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and temporary driveway easement (Parcel 194-0-147-00-0) 4102 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 183).	
Background:	Despite repeated efforts, the City has been unable to reach an agreement with the property owners and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 1,537.27 square feet of right of way, 2,272.13 square feet of permanent construction easement for maintenance of slopes, and 186.57 square feet of temporary driveway easement. The appraised value is \$3,700.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



Acquisition of permanent construction easement for maintenance of slopes and temporary easement for construction of drives to Richmond County, Georgia from Frederick J. Benjamin and Juanita D. Benjamin

Meeting Date: March 31, 2026

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for permanent construction easement for maintenance of slopes and temporary easement for construction of drives (Parcel 165-0-015-00-0) 2746 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 121).	
Background:	Due to title issues the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 953.37 square feet of permanent construction easement for maintenance of slopes, and 280 square feet of temporary easement for construction of drives. The appraised value is \$1,100.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT	FUNDS ARE AVAILABLE IN THE
	DIRECTOR:	FOLLOWING ACCOUNTS:
		G/L 340041110-54.414110
		J/L TP1809005-54.414110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



Acquisition of right of way, permanent construction easement for maintenance of slopes, and temporary driveway easement to Richmond County, Georgia from James A. Fishmon

Meeting Date: March 31, 2026

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for right of way, permanent construction easement for maintenance of slopes, and temporary driveway easement (Parcel 178-0-013-00-0) 2721 Willis Foreman Road (Willis Foreman Road Widening Project – Project Parcel 135).	
Background:	Due to title issues the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 1,405.67 square feet of right way, 2,489.20 square feet of permanent construction easement for maintenance of slopes, and 167.30 square feet of temporary driveway easement. The appraised value is \$6,600.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT	FUNDS ARE AVAILABLE IN THE
	DIRECTOR:	FOLLOWING ACCOUNTS:
		G/L 340041110-54.414110
		J/L TP1809005-54.414110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



Engineering Services Committee Meeting

Meeting Date: March 31, 2026

Purchase of Upgraded Rhythm Systems for Richmond County for TIA ITS Part 2

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the purchase through a sole source procurement in amount of \$50,103.00 for Richmond County's Rhythm In-Sync Adaptive Signal Timing System upgrade for Traffic ITS Operational Improvements for Fort Gordon Gates 2 & 6 corridor. /AE.
Background:	Many of the necessary hardware and software components of Augusta Traffic ITS system are old & aging and need upgrades and replacement.
Analysis:	The Augusta Engineering ITS network along with TMC has greatly improved Augusta Engineering (AE) ability to enhance traffic safety and flow throughout Richmond County. It has also helped tremendously with the annual Masters Golf Tournament held each April. Much of the hardware and software that currently runs on our network need upgrades or replacement. This purchase will allow AE to upgrade ITS system around Fort Gordon Gates 2 & 6.
Financial Impact:	SPLOST 8- Fort Gordon Gate Operation Enhancement
Alternatives:	Do not approve and explore alternate path.
Recommendation:	Approve the purchase through a sole source procurement in amount of \$50,103.00 for Richmond County's Rhythm In-Sync Adaptive Signal Timing System upgrade for Traffic ITS Operational Improvements for Fort Gordon Gates 2 & 6 corridor./AE
Funds are available in the following accounts:	(\$50,103) 329041110-54.14610 / 221829815-54.14610 - SPLOST – Ft. Gordon Gate Operation Enhancement
<u>REVIEWED AND APPROVED BY:</u>	HM/OF/sr

Print Form



Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: Rhythm Engineering E-Verify Number: 238686

Commodity: New Detection System

Estimated annual expenditure for the above commodity or service: \$ 50,103.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Hameed Malik Department: AE&ESD Date: 3/5/26

Department Head Signature: [Signature] Date: 3/9/26

Approval Authority: Andy Perich [Signature] Date: 3/13/26

Administrator Approval: (required - not required) Date:


COMMENTS:

**ENGINEERING DEPARTMENT**

Hameed Malik, PE, Ph. D., Director
Marques Jacobs, Traffic Operations Manager

MEMORANDUM

TO: Andy Penick –Procurement Director

FROM:  Hameed Malik, P.E., Ph D., Engineering Director

DATE: March 9, 2026

SUBJECT: Rhythm Engineering Radar Unit Repair

Rhythm Engineering is the industry-standard provider of adaptive traffic control systems nationwide. They are the sole manufacturer and authorized service provider for the In-Sync Adaptive Traffic Control System, which is used extensively throughout Augusta, Richmond County, and the entire CSRA. As the exclusive provider, any In-Sync equipment requiring repair or replacement must be serviced directly by Rhythm Engineering.

This solution will enable the Augusta Engineering Department's Traffic Engineering Division to continue operating the existing adaptive signal timing system that has been in place for over a decade. The system maximizes the efficiency of current signal infrastructure to support the safe and reliable movement of traffic throughout the Augusta area.

Rhythm Engineering is headquartered in Lenexa, Kansas, and serves customers across the United States. Funding for this initiative is available through SPLOST 7 Fort Gordon Gate Operation Enhancement.

MJ/SR

cc: File

Augusta Engineering Administration
452 Walker St, Suite 110 - Augusta, Georgia 30901
Phone: (706) 796-5040 - Fax: (706) 796-5045
www.augustaga.gov

Quotation / Offer

This Quotation constitutes an offer by Rhythm to enter into a purchase contract. Client's acceptance of the unaltered terms of this offer, signified by Client's signature affixed to this offer, shall create a binding contract between Rhythm and Client. As is the case with any contract, neither party may modify the terms of this contract except by a writing signed by both Rhythm and Client. Unless signed by both Rhythm and Client, a writing or other document prepared or delivered after the creation of this contract shall be of no force or effect. The General Conditions are an integral part of Rhythm's Quotation / Offer.

Agency & Project

Augusta, GA

Cyber Way & Gordon Hwy

Quote Addressed To

Kenny Mass

USA

Quote Information

Company Address 14019 W 95th St
Lenexa, KS, Kansas 66215
USA

Created Date 2/24/2026

Expiration Date 8/24/2026

Opportunity Number 027154

Phone (913) 227-0603

Prepared By Richard Cole

Email richard.cole@rhythmtraffic.com

Quote Line Items

Product	Product Description	Quantity	Sales Price	Total Price
In Sync Adaptive System	In Sync System - includes processor, cabinet integration, and configuration services.	1.00	\$27,000.00	\$27,000.00
Optical+ Detection Kit	Bosch Enclosure w/Hanwha Camera	3.00	\$3,000.00	\$9,000.00
Pedestrian Integration	Integrates Pedestrian Operations. Includes hardware (Intercept Module) for SDLC integration.	1.00	\$5,400.00	\$5,400.00
DIN Relay IV	Digital-Loggers Ethernet DIN Relay IV	1.00	\$378.00	\$378.00
Shipping & Handling	FOB Lenexa	1.00	\$325.00	\$325.00
Onsite Deployment Services		1.00	\$8,000.00	\$8,000.00
		Subtotal	\$50,103.00	
		Total Price	\$50,103.00	
		Grand Total	\$50,103.00	

General Conditions

Rhythm Engineering will be responsible for the following tasks:

1. Provide materials per the approved Quotation and subsequent Purchase Order.
2. Provide specifications for materials to be supplied by Client: wires, connectors, and specialized installation tools as well as camera mounting hardware, if needed.

3. Once VPN access is provided to the entire In|Sync system, provide remote support to Client during the installation process. Provide Camera placement guidance.
4. Provide on-site classroom and hands-on training to Client (if purchased), or their designee, for installation procedures of the In|Sync equipment. This includes at a minimum: desired camera views, drawing detection zones and segments, connection of Ethernet cables, mounting of In|Sync processor(s) and site equipment panel in the traffic cabinet, connection details of cables, connection of the pedestrian intercept feature, placing and cabling of detector-cards in the detector card rack (if applicable), monitor mounting and connections, and local processor accessibility.
5. Provide training for Client traffic engineering staff in the system parameters configuration, maintenance, and operation of In|Sync.
6. Consult with Client traffic engineering staff to define the operating parameters for initial system operation, including but not limited to: allowed movements, desired progression routes, travel times, phasing, amber times, all-red times, pedestrian walk and flashing don't walk times, traffic counts, traffic patterns, and any unique requirements that the Client may want to allow for during certain time of day scenarios, etc.
7. Provide camera placement guidance and documentation.
8. Perform the on-site(if purchased) integration of the In|Sync adaptive system, including verification of camera views, working with the Client to make any adjustments needed and loading of the predefined software image into the processor. The Rhythm Engineering team will work both on-site(if purchased) and remotely to bring online each In|Sync system. The adaptive system will work "out of the box", but Rhythm Engineering will take time to monitor and modify the adaptive parameters remotely over a period of approximately one to two weeks after the activation of the arterial in order to maximize the performance of In|Sync.
9. Project Manage the entire scope of Rhythm Engineering's responsibilities as listed above and provide updates to the Client as necessary throughout the duration of the project.

Client will be responsible for the following tasks:

1. Attend External Kickoff meeting to establish the timeline and expectations of the project. Maintain communication and provide any updates or changes to the established timeline to Rhythm Engineering
2. Attend remote technical/installation meeting to establish installation requirements of the project if not previously done on other Rhythm Engineering technology deployments. Review any questions related to installation and hardware.
3. Provide IP addresses (10/intersection) for programming prior to shipping.
4. Verify that all components are accounted for within 30 days of receiving from Rhythm Engineering. If anything is missing notify Rhythm Engineering immediately.
5. Order and provide shielded/outdoor-rated Category 6, direct burial, shielded, 4x twisted pair, 23 AWG solid copper, or better Ethernet Cable and wires, connectors, and specialized installation tools as well as mounting hardware (if applicable) per Rhythm Engineering specifications. Suitable brands include Belden 7953A or Primus Cable C6CMXE-5365BK or similar. Must use shielded RJ45 connectors suitable for larger diameter cable with 23 AWG wires. Cut-sheets to be provided by Rhythm Engineering at the appropriate time upon request.
6. Order and provide 14-3 power cable per Rhythm Engineering specification.
7. Order and provide detection mounting hardware if not included in quoted materials. If not procured from Rhythm Engineering, the materials must be approved by Rhythm Engineering as conforming to standards and specifications.
8. Verify the length of Ethernet cable runs for cameras. Cables that run greater than 100 meters, require additional repeaters and injectors. The repeaters and injectors can be procured from Rhythm Engineering or from other vendors. If procured from other vendors, the materials must be approved by Rhythm Engineering that they meet required specifications.
9. Perform installation work consisting of: pulling & terminating the required power and Ethernet cables from the controller cabinet to the Rhythm Engineering pre-approved mounting locations, installation of camera mounting hardware to mast arms/luminaires, mounting of the video cameras, connecting wires to cameras per Rhythm Engineering specifications and training, camera aiming, zooming and focusing.
10. Perform traffic cabinet installation work consisting of: installing the site equipment panel, mounting and connecting the In|Sync processor to the Ethernet switch and installing In|Sync's detector input connection type. Wiring of the RG return cable and connection of the In|Sync system to the Ethernet network provided via the communications system provided by the Client or communications installer.
11. Ensure that remote network connectivity and VPN access is established for the entire In|Sync system deployment permitting Rhythm Engineering to provide remote assistance for proper camera views and alignment.. Once network connectivity and VPN access is confirmed, Rhythm Engineering may schedule a technician to turn on In|Sync into detector mode
12. Client or installation contractor shall not connect Rhythm equipment to power prior to receiving authorization from Rhythm Engineering.

13. During installation, Client shall not place the In|Sync system into detector or adaptive mode without written authorization from Rhythm Engineering.
14. Return to site as needed during system integration to adjust cameras or troubleshoot any cabling or other issues arising from incomplete installation.
15. Provide an Ethernet network with TCP/IP connectivity between signals.
16. Provide traffic engineering information per intersection including, but not limited to: traffic counts, traffic pattern by time of day, phasing, allowed and prohibited movements, current timing plans, amber times, all-red times, pedestrian walk and flashing don't walk times.
17. Establish Simple Mail Transfer Protocol (SMTP) and Network Time Protocol (NTP) server connection, as well as access to the intersections via a Virtual Private Network (VPN) connection or other remote connectivity for support and monitoring purposes during the warranty/support period.

Payment Terms

1. Quote does not include additional fees in the event Rhythm serves as a primary contractor
2. Any required bonding or licensing fees are not included in quote.
3. All taxes are the responsibility of client. FOB Point: Lenexa, KS
4. Payment is due within 30 days of the invoice date. Client understands that Rhythm depends on Client prompt payment in the conduct of Rhythm's business. In particular, Client's failure to pay timely the amounts owed to Rhythm jeopardizes Rhythm's ability to pay its employees, suppliers, and other creditors and may result in an impairment of Rhythm's credit standing and status with sureties and lenders. Because the damages Rhythm may sustain as a result of Client's late payment are difficult, if not impossible, to calculate, Client agrees that if Rhythm has not received payment within 30 days of invoicing, Client shall pay to Rhythm as liquidated damages an amount equal to 5% of the unpaid amounts. Client and Rhythm agree that the amount of liquidated damages is a reasonable estimate of Rhythm's damages, which are otherwise difficult to calculate. If payment exceeds 60 days past the invoice date (30 days past due), additional finance charges shall be applied at an interest rate of 18% APR. Finance charges are computed against the unpaid invoice balance, plus any liquidated damages and/or fees. Time is of the essence.
In addition to any other remedies available to Rhythm at law or in equity to address Client's breach of its obligations to pay Rhythm the amount due Rhythm on a timely basis, Rhythm may exercise one or all of the following remedies: (i) Client's default will excuse Rhythm from any further duty to supply materials to or perform services for Client; (ii) Rhythm will possess a vendor's lien, i.e., security interest, in the equipment and materials it has supplied to Client and, along with any other remedies a secured creditor possesses under the Uniform Commercial Code as enacted in Kansas, upon Client's default, Rhythm may repossess the equipment and materials in which it has a security interest; and (iii) upon Client's default, Rhythm may disable its traffic monitoring system, and Client will indemnify and hold Rhythm harmless from any claims, causes of action, damages, or expenses arising out of the inoperability of Rhythm's equipment.
5. Client agrees that the laws of the State of Kansas apply to this Contract and all actions arising out of it. Client further agrees that this Contract is made in Kansas and Client subjects itself to the exclusive jurisdiction of federal or state court presiding over cases originating in Johnson County, Kansas and further agrees that venue is properly placed in a federal or state court presiding over cases originating in Johnson County, Kansas.
6. Invoices are generated upon shipment of material.
7. Client agrees that in the event either Rhythm or Client must initiate litigation or other enforcement proceeding the prevailing party in such litigation or other proceeding shall be entitled to recover its attorneys' fees and associated costs from the other party.
8. Rhythm acknowledges that Client may be in contractual privity regarding the services and materials encompassed by this Contract with a contractor or a governmental agency. Irrespective of the terms of Client's contract with a contractor or a government agency, the terms of this Contract supersede such other Contract. In the event of a conflict between this Contract and Client's contract with a contractor or governmental agency, the terms of this Contract shall control. Client is, therefore, responsible for reconciling the terms of this Contract with other contracts which bind Client. Except to the extent it expressly agrees, Rhythm does not agree to be bound by the payment terms of Client's other contracts which relate to Rhythm's materials and services.
9. To the extent its rights as a third-party beneficiary do not conflict with its rights under this Contract, Rhythm shall be a third-party beneficiary with regards to the payment provisions of Client's contract with a third-party responsibility for paying Client the funds payable to Rhythm.
10. Time is of the essence of this Contract, in particular with regard to the due date of payment.
11. Rhythm shall have the right to determine the method of payment of its invoices.

12. While Rhythm does not acknowledge that Client may reduce, or offset against, amounts due for Rhythm's materials and services, Client nonetheless agrees it will not withhold payment from Rhythm and all amounts are due without reduction or offset. In the event a dispute arises over Rhythm's billings, Client and Rhythm will resolve the dispute in accordance with this Contract and Client will not unilaterally act to enforce whatever it thinks its rights are by withholding payment.
13. Client represents to Rhythm that the signatory to this Quotation/Offer has been duly authorized by the client to sign this document on behalf of the client.

Please Sign Here

CLIENT (Signature)

(Printed name)

(Printed title)

(Date)



Engineering Services Committee Meeting

Meeting Date: March 31, 2026

On-Call ITS Construction & Emergency Repairs

Augusta Engineering Traffic ITS Network Maintenance

RFP# 25-100A

File Reference: 26 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve continued funding of the current on-Call ITS Construction & Emergency Repair services contract in amount of \$44,493.06 for ITS network maintenance repairs at Broad Street Corridor between 13th Street to St. Sebastian Way. RFP 25-100A /AE
Background:	The need for professional expertise and highly skilled workers to mitigate issues and maintain traffic signal operations within Augusta, GA service area has grown significantly. Augusta Engineering (AE) ITS construction on-call contract provides needed repair and construction services for intelligent transportation system (ITS) related items such as underground conduit repair or replacement, electrical conductor repair or replacement, fiber optic cable repair and installation, fiber optic cable splicing, fiber optic cable testing, pull box repair and installation, and various other services necessary to keep our ITS network working. The contractor serves as an extension to AE Traffic Operational workforce. Such services are needed for responding to the system maintenance & operational needs in a timely manner and during emergency situations.
Analysis:	Augusta Commission approved award of on-call ITS Construction & Emergency Repairs contract to Southeast Utilities of Georgia LLC (SEU) in 2025. SEU services help Augusta Engineering Traffic Operations maintain the ITS system in a timely manner. Continuous functionality of Traffic ITS network is critical to traffic signal operations, traffic flow & traffic safety.
Financial Impact:	Funds in amount of \$44,493 are available in Engineering SPLOST 8-Traffic Operations
Alternatives:	Do not approve and find alternate such services source
Recommendation:	Approve continued funding of the current on-Call ITS Construction & Emergency Repair services contract in amount of \$44,493.06 for ITS network maintenance

repairs at Broad Street Corridor between 13th Street to St. Sebastian Way.
RFP 25-100A /AE

Funds are available in (44,493.06) 330041120-54.14110 / 222830908-54.14110 – SPLOST 8
the following accounts: Resurfacing

REVIEWED AND
APPROVED BY:

HM/OF/sr

Pro forma invoice

Southeast Utilities of Georgia LLC

300 West Adams St
Suite 300
Jacksonville, FL 32202

Phone: Fax:

Invoice #	PRIP000129518
Internal Invoice #	AKN15477
Date	12/30/2025
Week Ending	12/27/2025

Augusta Traffic
Accounting Department, Suite 800 535 Telfair St..
Municipal Building 1000
Augusta, GA 30901-2379

Work Order/UPI	
P.O. No.	
Terms	N30
Node	

Construction ID #	Augusta Traffic
Job Name	Broad St
Project Type	96ct, Bore
Coordinator	Jacob Roberts

Bill To

Item	Description	Qty. This Appl.	Qty. Inst. to Date	Unit Price	Value Inst. to Date	Amount
ATE-M1	Materials	8,644.4	8,644.4	1.00	8,644.40	8,644.40
ATE-SH1	Splicer with Bucket Truck	6	6	125.00	750.00	750.00
ATE-935-4010	Fiber Optic Splice, Fusion	72	72	35.00	2,520.00	2,520.00
ATE-Re Enter	Enclosure Re-entry	2	2	210.83	421.66	421.66
ATE-GH1	Ground Hand	6	6	50.00	300.00	300.00
ATE-D Enclosure	Install D Enclosure	1	1	394.00	394.00	394.00
ATE-U1	Bore and pullback (1) 2"Conduit	1,434	1,434	18.00	25,812.00	25,812.00
ATE-HH1	Set Type 6 36x48x36 HH	2	2	300.00	600.00	600.00
PF1	Pull 96ct Fiber	1,834	1,834	1.00	1,834.00	1,834.00

Comments:

A monthly finance charge of 1.25% or 15% annually is charged on all invoices when become past due.	Total	\$44493.06
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Pro forma invoice

Southeast Utilities of Georgia LLC

300 West Adams St

Suite 300

Jacksonville, FL 32202

Phone: Fax:

Invoice #	PRIP000129518
Internal Invoice #	AKN15477
Date	12/30/2025
Week Ending	12/27/2025

Augusta Traffic
 Accounting Department, Suite 800 535 Telfair St..
 Municipal Building 1000
 Augusta, GA 30901-2379

Work Order/UPI	
P.O. No.	
Terms	N30
Node	

Construction ID #	Augusta Traffic
Job Name	Broad St
Project Type	96ct, Bore
Coordinator	Jacob Roberts

Bill To

P1	P1	1,434	1,434	0.50	717.00	717.00
ATE-US	Cut and Repair Asphalt	5	5	500.00	2,500.00	2,500.00

Comments:

A monthly finance charge of 1.25% or 15% annually is charged on all invoices when become past due.	Total	\$44493.06
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Engineering Services Committee Meeting

Meeting Date: March 31, 2026

GDOT Request-Option of Temporary Easements

GDOT Project PI# 0013927 SR4/US25 @ Savannah River Bridge

File Reference: 26 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Georgia Department of Transportation (GDOT) option of 0.076 acres Temporary Easements request from the Augusta, GA owned parcel/Augusta Levee for Bridge on SR 4 (US 25 BU) over Savannah River Project (PI#0013927). Temporary Easements boundaries depicted at attached GDOT Preliminary Right of Way Map dated 04/25/24 sheets 60-0003, 60-0004, and 60-0009, and described at sheet 60-0013. /AE
Background:	The Bridge on SR 4 (US 25 BU) over Savannah River was built in 1939 and widened in 1991. This bridge was designed using a H-20 vehicle, which is below current design standards. A structural analysis of this bridge shows a lower than expected load carrying capacity. The overall condition of this bridge would be classified as fair. Due to the age of the structure, the structural capacity being below current standards, replacement of this bridge is recommended. Trail & pedestrian connectivity, and aesthetic items were requested to be included in this project by local stakeholders, Augusta, Georgia, and North Augusta City, during targeted stakeholder engagement. Based on the local stakeholder's request, the design team has included a provision of connectivity between existing trails within the project. It is a GDOT managed project. Current construction let date is 12/15/2027 and construction estimated cost is \$68.4 million.
Analysis:	Requested temporary easements are essential for completion of this project. Granting temporary easements are needed for the bridge and its multi model use enhancement. Completion of the project will greatly improve traffic safety, walkability and connectivity of recreational features on both sides of the Savannah River. Granted Temporary easements end with completion and acceptance of the project.
Financial Impact:	None anticipated
Alternatives:	Not proposed
Recommendation:	Approve Georgia Department of Transportation (GDOT) option of 0.076 acres Temporary Easements request from the Augusta, GA owned

parcel/Augusta Levee for Bridge on SR 4 (US 25 BU) over Savannah R
Project (PI#0013927). Temporary Easements boundaries depicted at attached
GDOT Preliminary Right of Way Map dated 04/25/24 sheets 60-0003, 60-
0004, and 60-0009, and described at sheet 60-0013. /AE reach an agreement
regarding value with the property owner and those parcels that counsel has
determined that need to be condemned for title issues. /AE

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

**REVIEWED AND
APPROVED BY:**

HM/OF/sr

Curve* 1 (DE1)
 PI Sta= 132+80.92
 N= 1266067.4204
 E= 714699.6993
 DELTA= 3°38'18.1" (RT)
 D= 0°57'46.64"
 T= 188.98
 L= 377.83
 R= 5950.00
 E= 3.00
 SE= 2.0%

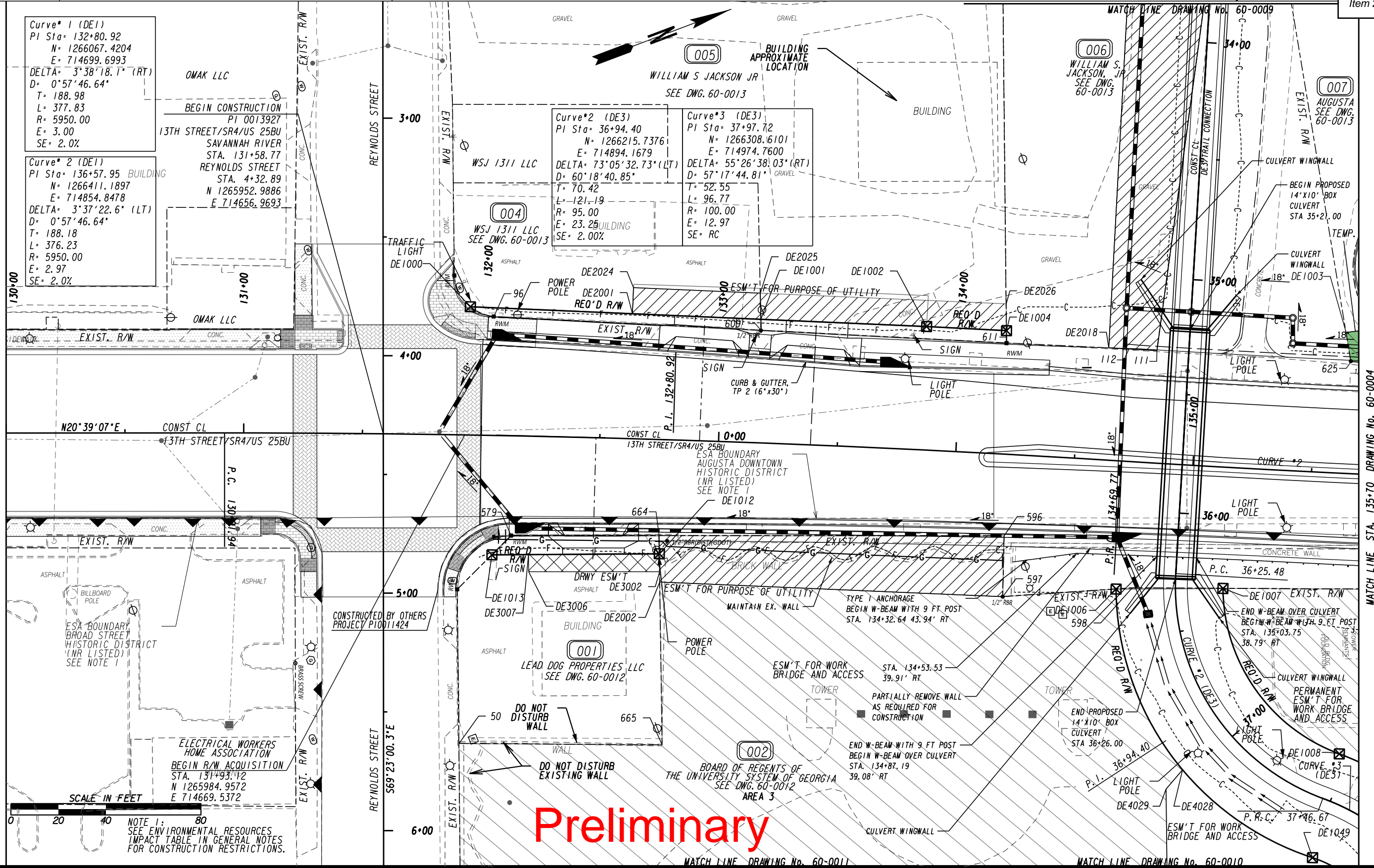
Curve* 2 (DE1)
 PI Sta= 136+57.95 BUILDING
 N= 1266411.1897
 E= 714854.8478
 DELTA= 3°37'22.6" (LT)
 D= 0°57'46.64"
 T= 188.18
 L= 376.23
 R= 5950.00
 E= 2.97
 SE= 2.0%

Curve* 2 (DE3)
 PI Sta= 36+94.40
 N= 1266215.7376
 E= 714894.1679
 DELTA= 73°05'32.73" (LT)
 D= 60°18'40.85"
 T= 70.42
 L= 121.19
 R= 95.00
 E= 23.25 BUILDING
 SE= 2.00%

Curve* 3 (DE3)
 PI Sta= 37+97.72
 N= 1266308.6101
 E= 714974.7600
 DELTA= 55°26'38.03" (RT)
 D= 57°17'44.81"
 T= 52.55
 L= 96.77
 R= 100.00
 E= 12.97
 SE= RC

MATCH LINE STA. 130+00 DRAWING No. 60-0002

MATCH LINE STA. 135+70 DRAWING No. 60-0004



NOTE 1:
 SEE ENVIRONMENTAL RESOURCES
 IMPACT TABLE IN GENERAL NOTES
 FOR CONSTRUCTION RESTRICTIONS.

Preliminary

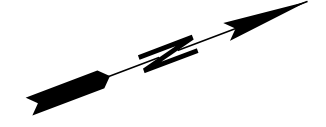
PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
EXISTING LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS & R/W	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---

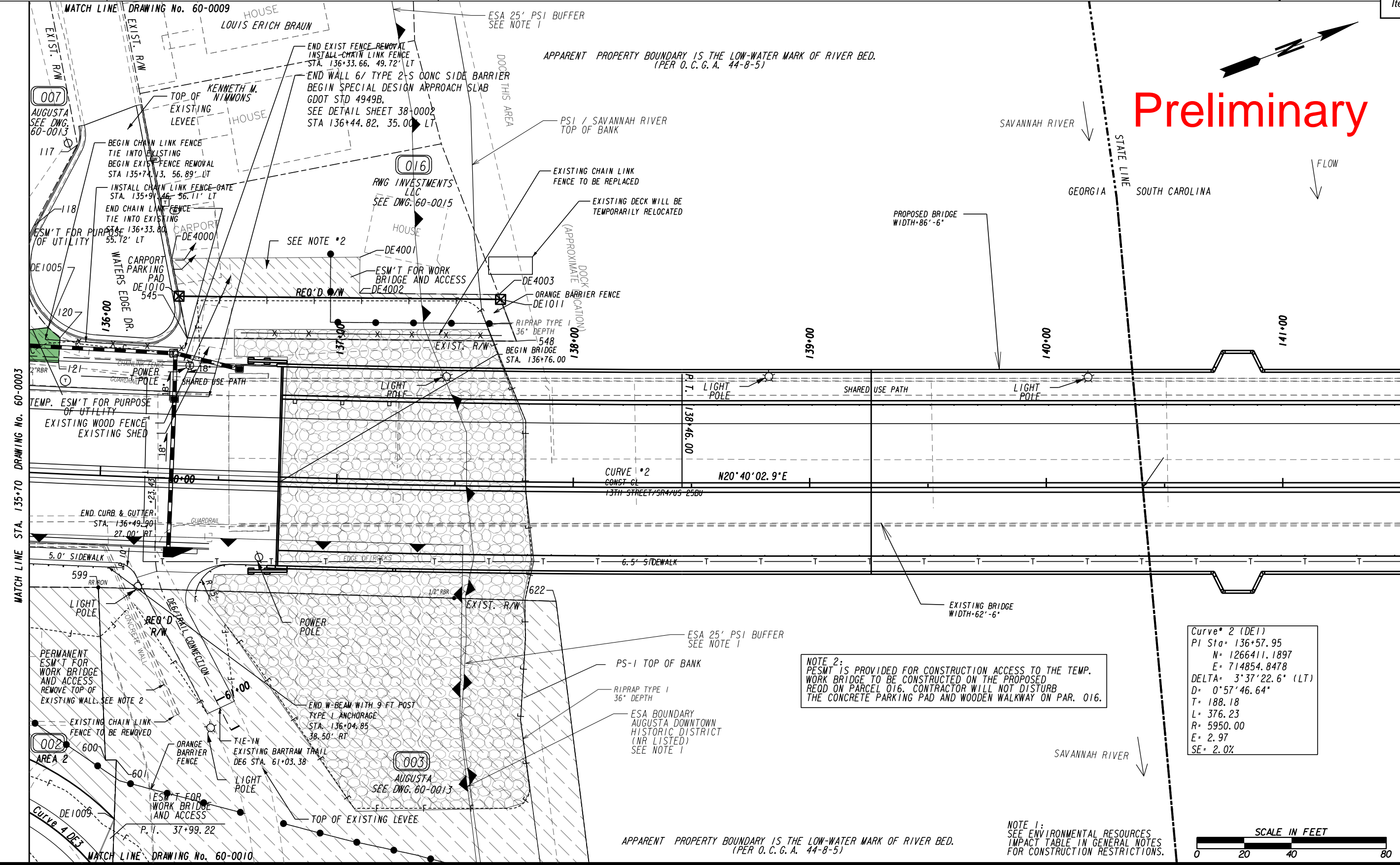
DATE	REVISIONS	DATE	REVISIONS
6/27/25	PAR 006 REMOVED REQD, ADDED PESMT. PAR 007 REMOVED REQD, ADDED TESMT.		
12/19/25	PAR 006 PESMT. REVISED PAR 002 REQ'D R/W REVISED		
01/29/26	PAR 002 REMOVED TESMT, ADDED PESMT		

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
PROJECT NO: N/A	COUNTY: RICHMOND(GA)
LAND LOT NO: N/A	LAND DISTRICT: 12(GA)
GMD 600	DATE 04/23/24 SH 3 OF 15
DRAWING	106

Preliminary



SAVANNAH RIVER
GEORGIA SOUTH CAROLINA
STATE LINE
FLOW



NOTE 2:
PESMT IS PROVIDED FOR CONSTRUCTION ACCESS TO THE TEMP. WORK BRIDGE TO BE CONSTRUCTED ON THE PROPOSED REQ'D ON PARCEL 016. CONTRACTOR WILL NOT DISTURB THE CONCRETE PARKING PAD AND WOODEN WALKWAY ON PAR. 016.

NOTE 1:
SEE ENVIRONMENTAL RESOURCES IMPACT TABLE IN GENERAL NOTES FOR CONSTRUCTION RESTRICTIONS.

Curve* 2 (DE1)
PI Sta= 136+57.95
N= 1266411.1897
E= 714854.8478
DELTA= 3°37'22.6" (LT)
D= 0°57'46.64"
T= 188.18
L= 376.23
R= 5950.00
E= 2.97
SE= 2.0%



PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
EXISTING LIMIT OF ACCESS	---
REQ'D LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS & R/W	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---

DATE	REVISIONS	DATE	REVISIONS
5-05-25	ADDED NOTE *2 TO PARCEL 016		
6-27-25	PAR 007 REMOVED REQ'D, ADDED TESMT.		
	PAR 003 REMOVED PESMT & REQ'D, REVISED TESMT.		
12-19-25	PAR 002 REVISED REQ'D R/W		
1-29-26	PAR 002 REMOVED TESMT, ADDED PESMT		

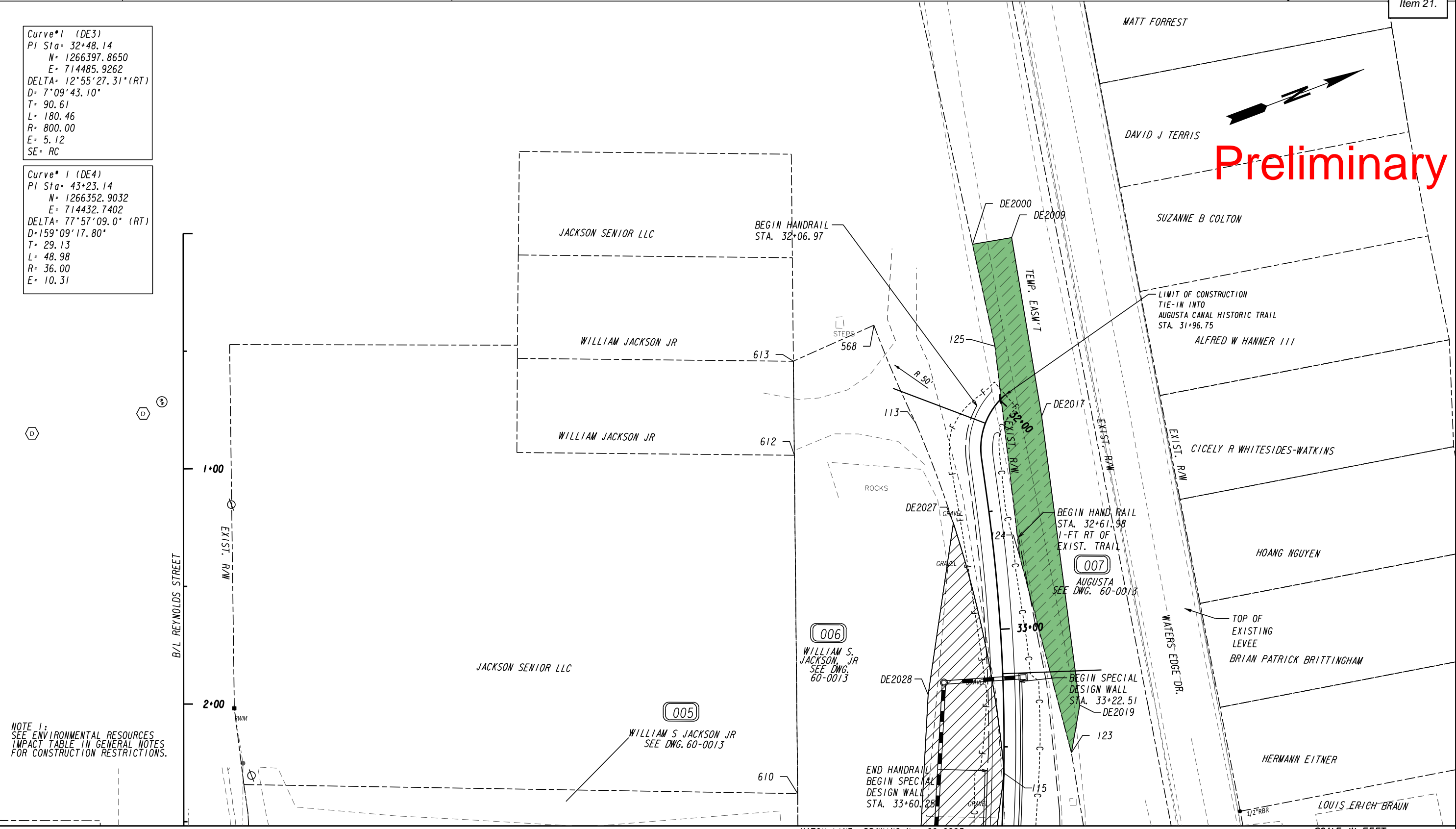
STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
PROJECT NO: N/A	COUNTY: RICHMOND(GA); AIKEN(SC)
LAND LOT NO: N/A	LAND DISTRICT: 12(GA); 2(SC)
GMD 600	DATE 04/23/24 SH 4 OF 15

DRAWING 107
60-000

Curve*1 (DE3)
PI Sta= 32+48.14
N= 1266397.8650
E= 714485.9262
DELTA= 12°55'27.31"(RT)
D= 7°09'43.10"
T= 90.61
L= 180.46
R= 800.00
E= 5.12
SE= RC

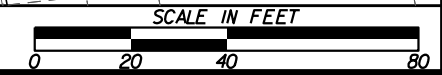
Curve*1 (DE4)
PI Sta= 43+23.14
N= 1266352.9032
E= 714432.7402
DELTA= 77°57'09.0"(RT)
D= 159°09'17.80"
T= 29.13
L= 48.98
R= 36.00
E= 10.31

Preliminary



NOTE 1:
SEE ENVIRONMENTAL RESOURCES
IMPACT TABLE IN GENERAL NOTES
FOR CONSTRUCTION RESTRICTIONS.

MATCH LINE DRAWING No. 60-0003



PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
EXISTING LIMIT OF ACCESS	---
REQ'D LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS & R/W	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---

DATE	REVISIONS	DATE	REVISIONS
6/27/25	PAR 006 REMOVED REQD, ADDED PESMT.		
12/19/25	PAR 006 PESMT. REVISED		
1/29/26	PAR 007 REMOVED PESMT, ADDED TESMT		

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP	
PROJECT NO: N/A	COUNTY: RICHMOND(GA)
LAND LOT NO: N/A	LAND DISTRICT: 12(GA)
GMD 600	DATE 04/23/24 SH 9 OF 15

DRAWING 108
60-0003

003

AUGUSTA
SEE DWG. 60-0004, 60-0010

PAR 003 AUGUSTA
REQ'D TEMP. EASM'T DE402

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
599	47.29 R	136+01.15	SR 4/US 25
622	48.31 R	137+93.19	SR 4/US 25
DE4016	176.51 R	138+09.94	SR 4/US 25
DE4006	20.00 L	38+23.85	DE3/Trail Connection
ARC LENGTH = 23.50			
CHORD BEAR = S 89°12'58.5" E			
LNTH CHORD = 23.46			
RADIUS = 120.00			
DEGREE = 47°44'47.3"			
DE1024	20.00 L	38+43.44	DE3/Trail Connection
DE1020	572.15 R	137+42.32	SR 4/US 25
DE1023	30.25 R	42+06.51	DE3/Trail Connection
DE2023	40.68 R	42+00.02	DE3/Trail Connection
DE2021	42.74 R	41+20.39	DE3/Trail Connection
607	22.37 R	40+06.96	DE3/Trail Connection
606	33.12 R	39+68.79	DE3/Trail Connection
605	23.32 R	39+17.88	DE3/Trail Connection
604	17.23 R	38+95.26	DE3/Trail Connection
603	19.26 R	38+94.72	DE3/Trail Connection
602	1.56 L	38+10.12	DE3/Trail Connection
601	39.16 L	37+78.50	DE3/Trail Connection
600	36.28 L	37+75.90	DE3/Trail Connection
599	47.29 R	136+01.15	SR 4/US 25
REQD EASMT AREA = 45203.71 SF			
REQD EASMT = 1.038 ACRES			

004

WSJ 1311 LLC
SEE DWG. 60-0003

PAR 004 WSJ 1311 LLC
REQ'D R/W DE105

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE1000	54.00 L	131+94.54	SR 4/US 25
DE1001	52.01 L	133+15.86	SR 4/US 25
609	47.36 L	133+16.13	SR 4/US 25
96	50.02 L	132+04.40	SR 4/US 25
ARC LENGTH = 10.87			
CHORD BEAR = S 43°31'29.1" W			
LNTH CHORD = 10.71			
RADIUS = 18.59			
DEGREE = 308°08'36.5"			
DE1000	54.00 L	131+94.54	SR 4/US 25
REQD R/W = 496.09 SF			
REQD R/W = 0.011 ACRES			
REMAINDER = +/- 0.16 ACRES			

PAR 004 WSJ 1311 LLC
REQ'D EASM'T FOR PURPOSE OF UTILITY DE210

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE2001	52.58 L	132+62.22	SR 4/US 25
DE2024	63.58 L	132+62.38	SR 4/US 25
DE2025	63.02 L	133+15.24	SR 4/US 25
DE1001	52.01 L	133+15.86	SR 4/US 25
DE2001	52.58 L	132+62.22	SR 4/US 25
REQD EASMT = 591.50 SF			
REQD EASMT = 0.014 ACRES			

005

WILLIAM S JACKSON JR
SEE DWG. 60-0003, 60-0009

PAR 005 WILLIAM S JACKSON JR
REQ'D R/W DE106

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
609	47.36 L	133+16.13	SR 4/US 25
DE1001	52.01 L	133+15.86	SR 4/US 25
DE1002	52.00 L	133+85.13	SR 4/US 25
DE1004	51.99 L	134+18.52	SR 4/US 25
611	46.78 L	134+18.85	SR 4/US 25
609	47.36 L	133+16.13	SR 4/US 25
REQD R/W = 521.25 SF			
REQD R/W = 0.012 ACRES			
REMAINDER = +/- 0.56 ACRES			

PAR 005 WILLIAM S JACKSON JR
REQ'D PERM. EASM'T FOR PURPOSE OF UTILITY DE211

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE1001	52.01 L	133+15.86	SR 4/US 25
DE2025	63.02 L	133+15.24	SR 4/US 25
DE2026	63.28 L	134+17.80	SR 4/US 25
DE1004	51.99 L	134+18.52	SR 4/US 25
DE1002	52.00 L	133+85.13	SR 4/US 25
DE1001	52.01 L	133+15.86	SR 4/US 25
REQD EASMT = 1144.53 SF			
REQD EASMT = 0.026 ACRES			

006

WILLIAM S. JACKSON, JR
SEE DWG. 60-0003, 60-0009

PAR 006 WILLIAM S. JACKSON, JR
REQ'D PERM. EASM'T. DE212

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE2018	33.77 R	35+32.30	DE3/Trail Connection
DE2028	37.34 R	33+23.06	DE3/Trail Connection
DE2027	18.28 R	32+51.75	DE3/Trail Connection
ARC LENGTH = 108.78			
CHORD BEAR = S 80°50'00.2" E			
LNTH CHORD = 108.56			
RADIUS = 487.00			
DEGREE = 11°45'54.2"			
115	9.00 R	33+59.91	DE3/Trail Connection
111	13.45 R	35+32.20	DE3/Trail Connection
112	25.24 R	35+32.21	DE3/Trail Connection
DE2018	33.77 R	35+32.30	DE3/Trail Connection
REQD EASMT = 6733.78 SF			
REQD EASMT = 0.155 ACRES			

007

AUGUSTA
SEE DWG. 60-0003, 60-0004, 60-0009

PAR 007 AUGUSTA
REQ'D TEMP. EASM'T DE109

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
625	47.09 L	135+64.42	SR 4/US 25
DE1003	59.39 L	135+61.75	SR 4/US 25
DE1005	61.50 L	135+75.23	SR 4/US 25
ARC LENGTH = 6.54			
CHORD BEAR = N 61°02'18.8" E			
LNTH CHORD = 6.53			
RADIUS = 36.55			
DEGREE = 156°45'44.4"			
120	57.50 L	135+80.44	SR 4/US 25
121	46.90 L	135+80.30	SR 4/US 25
625	47.09 L	135+64.42	SR 4/US 25
REQD EASMT = 226.32 SF			
REQD EASMT = 0.005 ACRES			

PAR 007 AUGUSTA
REQ'D TEMP. EASM'T DE207

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
123	20.39 L	33+54.45	DE3/Trail Connection
124	8.18 L	32+69.34	DE3/Trail Connection
125	7.95 L	31+79.14	DE3/Trail Connection
DE2000	3.44 L	31+34.96	DE3/Trail Connection
DE2009	20.29 L	31+34.09	DE3/Trail Connection
DE2017	24.25 L	32+10.93	DE3/Trail Connection
DE2019	26.22 L	33+34.84	DE3/Trail Connection
123	20.39 L	33+54.45	DE3/Trail Connection
REQ'D EASMT = 3089.45 SF			
REQ'D EASMT = 0.071 ACRES			

008

CITY OF NORTH AUGUSTA
SEE DWG. 60-0005

PAR 008 CITY OF NORTH AUGUSTA
REQ'D R/W DE111

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
437	22.77 R	144+34.93	SR 4/US 25
431	22.95 R	144+79.66	SR 4/US 25
DE1028	49.46 R	144+78.84	SR 4/US 25
DE1029	49.46 R	144+36.88	SR 4/US 25
437	22.77 R	144+34.93	SR 4/US 25
REQD R/W = 1153.19 SF			
REQD R/W = 0.026 ACRES			
REMAINDER = +/- 0.554 ACRES			

Preliminary

DATE	REVISIONS	DATE	REVISIONS
6/27/25	PAR 003 REMOVED PESMT & REQD, REVISED TESMT.		
	PAR 006 REMOVED REQD, ADDED PESMT.		
	PAR 007 REMOVED REQD, ADDED TESMT.		
7/09/25	PAR 007 OFFSETS AND STATIONS UPDATED		
12/19/25	PAR 006 REVISED PESMT.		
01/29/26	PAR 007 REMOVED PESMT, ADDED TESMT		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: N/A
COUNTY: RICHMOND(GA)
LAND LOT NO: N/A
LAND DISTRICT: 12(GA)
GMD 600
DATE 04/23/24 SH 13 OF 15



Engineering Services Committee Meeting

Meeting Date: March 31, 2026

Willis Forman Rd Improvements (Deans Bridge Rd. to Peach Orchard Rd.)

Right of Way Acquisition

GDOT PI # 0013703

File Reference: 26 – 014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to authorize in connection with the Willis Foreman Project (PI# 0013703) condemnation those parcels which Engineering has been unable to reach an agreement regarding value with the property owner and those parcels that counsel has determined that need to be condemned for title issues. /AE
Background:	Willis Foreman project is listed in the Transportation Improvement Program (TIP). Willis Foreman Road is a two-way rural collector with a total of two through lanes. The proposed project provides connectivity between two urban major arterials (US 1 and US 25). The purpose of this project is to improve traffic flow and public safety and minimize traffic congestion by increasing the capacity and providing improvements along Willis Foreman Road between SR4/US1 and SR121/US25. Project Improvements concept includes widening to three lanes roadway section and turn lanes as needed, widening the bridge over Spirit Creek (if needed), major intersection improvements and adding curb and gutter, sidewalks and streetlights. The project is included in Augusta Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) as partially funded by federal funds.
Analysis:	Augusta MPO TIP programed the project construction in FY2026; however, due to large number of parcels (262) acquiring all parcels and filling closing documents was not feasible to keep project construction in FY2026. GDOT assessed remaining parcels acquisition time schedule and determined moving the project construction to FY2028 provide needed time for closing remaining parcels. Augusta Engineering is making all efforts to move this project construction back in FY2027 that will create an opportunity for securing additional funds. For meeting right of way certification in 2027 deadline Augusta Commission authorization of condemnation as request is critical.

- Financial Impact:** Getting project programmed in TIP year 2027 creates opportunity & possibility for Augusta, GA receiving FY2027 STBG allocated funds for Willis Foreman Construction.
- Alternatives:** Do not approve and find alternate way to complete ROW acquisition by given deadline.
- Recommendation:** Motion to authorize in connection with the Willis Foreman Project (PI# 0013703) condemnation those parcels which Engineering has been unable to reach an agreement regarding value with the property owner and those parcels that counsel has determined that need to be condemned for title issues. /AE
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** HM/OF/sr

Willis Forman Road Widening & Improvements Project

GDT PI # 0013703

Right-of-Way Acquisition

List of the unclosed parcels

[Parcels are identified as Parcel ID Number noted at the project right-of-way plans]

Project Right of Way Plans Parcel ID #:

1, 2, 3, 4, 9, 14, 21, 26, 27, 29, 31, 34, 36, 39, 42, 447, 48, 53, 56, 56A,
57, 59, 60, 61, 62, 66, 72, 77, 78, 79, 84, 86, 90, 91, 92, 93, 94, 96, 98,
101, 105, 106, 121, 126, 135, 145, 149, 150, 151, 154, 155, 156, 158, 165,
166, 173, 178, 179, 182, 183, 184, 186, 188, 190, 191, 192, 199, 200, 204,
208, 209, 212, 214, 217, 220, 221, 222, 223, 225, 227, 232, 239, 240, 243
244, 245, 90, 94, 145, 147, 158A, 158B, 158C, 158D, 166A, 170A, 172A,
177A, 205A, 218B, 219A, 241A



Commission Meeting

Meeting Date: 03/31/2026

Replace North Max Hicks Control Room Air Conditioner

- Department:** 4416
- Presenter:** Wes Byne
- Caption:** Emergency purchase of Air Conditioners Fo North Max Hicks Control Room
- Background:** The current Units have failed and have been repaired numerous times, these units are 23 years old and past their life expectancy

- Analysis:** **“This is an emergency request, and a PO was requested due to the time sensitiveness of the repair. Therefore, this agenda is for your information only”.**
- Financial Impact:** \$ 28,900.00 is the impact and there are funds available
- Alternatives:** None Recommended.
- Recommendation:** Approve the purchase of the Air Conditioning Unit
- Funds are available in the following accounts:** 506-04-3540-5413120
- REVIEWED AND APPROVED BY:** N/A

UTILITIES DEPARTMENT



Wes Byne, P.E.
Director

MEMORANDUM

The Utilities Department is submitting the attached documents for approval by the Augusta Georgia Administrator and the Procurement Department in accordance with Article 10, Sec. 1-10-94, Item (c) Standard purchase contracts. The following items are addressed in the documents attached:

- | | |
|--|-----------------------|
| 1. General project concept: | 5 Ton Split Heat Pump |
| 2. Specific budget approval of Capital Purchase: | \$28,900.00 |
| 3. Source Selection Method: | Emergency |
| 4. Capital Funds available in fund: | 506043540-5413120 |

TO: APPROVAL: _____ Date: _____
TAMEKA ALLEN
Administrator, Augusta Richmond County

APPROVAL: Andy Penick Date: 03/13/26
ANDY PENICK
Director, Procurement Department

FROM: APPROVAL: Wes Byne Date: 3/10/26
WES BYNE, P.E.
Director, Utilities Department

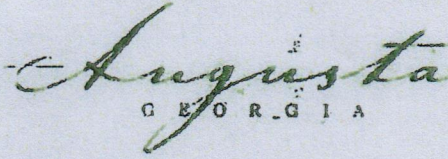
DATE: 3/10/26

SUBJECT: Emergency for 5 ton split heat pump

A/C unit in operations room is not working and has been repaired several times already. It continues to leak freon that is expensive, and the unit is 23 years old. Our computer monitoring systems and lab with rotating shift workers are in this area and it gets extremely warm and the portable A/C units we are using are not cooling down enough for the warmer weather that is coming.

Thank you.

Augusta Utilities Administration
452 Walker Street - Suite 200 - Augusta, GA 30901
(706) 312-4154 - Fax (706) 312-4123
WWW.AUGUSTAGA.GOV



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM: Richard Waters

CC:

DATE: 03/04/2026

Approved:
Jess Thompson for Wes Byne
AUD Director 3/10/26

SUBJECT: JUSTIFICATION FOR EMERGENCY REQUESTS

A/C Unit in Operations Room is Not Working has been repaired several times and continues to leak out freon that is expensive R22 and the unit is 23 Years old, our computer monitoring systems and Lab area is located here with rotating shift workers in here 24/7 if getting warm in this area we are using portable A/C and Heaters units for now til this can be replaced

R416999
3/16/2026

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 3/3/2026
DIVISION: Hicks Water Treatment Plant
FUND #: 506043540 5413810

REQUISITION #
 IT SCADA INVENTORY BID ITEM
 EQUIPMENT TOOLS SAFETY OFFICE MAINTENANCE OTHER
 CHEMICAL GASES REPAIR LABOR UNIFORM LIFT STATION

WATER SEWER SUPPLIES SERVICE
 ROUTINE EMERGENCY SOLE SOURCE PREFER ITEM

SHIP TO:
Max Hicks Water Treatment 1731 T
VENDOR: Gold Mech
ADDRESS: 1559 Broad St, Augusta, GA 30904
PHONE #: 706-724-4653
QUOTED BY: Ryan Shaw

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.				0.00		0.00		0.00
2.				0.00		0.00		0.00
3.	5 Ton split heat pump system 10kw aux heat	2	14,450.00	28,900.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES				0.00		0.00		0.00
TOTAL				28,900.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

REQUESTED BY: Richard Waters

APPROVED BY: Stephen A. Cote

Sent in 3-3-26

Approved:
Terry Thompson for Wes Payne
AUD Director



March 3, 2026

Richmond County Water Treatment
1731 Tobacco Road
Augusta, GA

Gold Mech Services Inc. is pleased to offer the amount of **\$28,900.00** (twenty-eight thousand and nine-hundred dollars) to perform the work listed below

Includes Providing and Installing:

- Remove existing 15-ton split Heat Pump system and return air box
- Install new (2) Rheem 5-ton split Heat Pump systems with 10 kw aux heat
- Line sets
- Emergency drain pans
- Emergency overflow switches
- Hangers and supports
- Supply duct transitions
- Return unit stands
- Pressure test
- 500-micron vacuum
- Reattach to existing electrical
- Composite condenser if needed
- Low voltage
- Start-up
- Delivery
- Disposal of the old equipment
- Removal of all trash and old equipment from job site
- Gold Mech Services, Inc. is pleased to offer a 1-year labor warranty
- Rheem offers a 1- year manufacture warranty on parts and a 5-year compressor warranty.

Excludes:

- Electrical services
- Fire safety system
- Condenser pad

Thank you for your consideration on this project. We look forward to working with you on this and future projects. If you have any questions please do not hesitate to call.

Thank you.

Ryan Shaw
Gold Mech Services, Inc
Office 706-724-4653
Mobile: 706-251-2268



Engineering Services Committee

Meeting Date: March 10, 2026

Augusta Reservoir Dams Improvements Project – Recommendation for Construction Award

- Department:** Augusta Utilities
- Presenter:** Wes Byne
- Caption:** Approve Award of Bid Item #26-130 for the construction of the Augusta Reservoir Dams Improvements Project to Shearer-Mutimer Construction, LLC.
- Background:** The Augusta Reservoir Dams Improvements Project is necessary to meet Georgia Environmental Protection Division’s GA Safe Dams Program regulations and is scoped to consist of furnishing all materials, labor, machinery, etc. necessary for the construction associated with removing trees and vegetation from the dams, removing stumps, repairing eroded areas, undertaking miscellaneous grading and reestablishing a permanent grass cover for N. Max Hicks Water Treatment Plant Reservoir Dam Improvements, Highlands Avenue Water Treatment Plant Reservoir Dam # 1 East and Dam # 2 West in August, Georgia.
- Analysis:** The Augusta Utilities Department has reviewed the bid submitted by Shearer-Mutimer Construction, LLC, and the bid for construction services was deemed to be fair and reasonable by AUD staff.
- Financial Impact:** We have reviewed the bid from Shearer-Mutimer Construction, LLC, and find it to be reasonable. Funding in the amount of \$1,591,946.90 is available in accounts: G/L: 516043410-5425110 – J/L: 89944620-5425110
- Alternatives:** No alternatives are recommended.
- Recommendation:** Augusta Utilities Department recommends the Commission approve the Construction Services to Shearer-Mutimer Construction, LLC, in the amount of \$1,591,946.90 for the Augusta Reservoir Dams Improvements Project.
- Funds are available in the following accounts:** Funds are available in account: G/L: 516043410-5425110 – J/L: 89944620-5425110
- REVIEWED AND APPROVED BY:** N/A

Invitation to Bid

Sealed bids will be received at this office until **Tuesday, January 20, 2026 @ 11:00 a.m.** The opening will be held in person at **535 Telfair Street-Room 605, Augusta, GA 30901; Augusta Procurement Department.** As an option, the opening can be viewed via Teams: **Meeting ID: 246 192 073 406 3; Passcode: JF6dn76p** for furnishing:

Bid Item #26-130 Augusta Reservoir Dam Improvement Project for Augusta, GA – Utilities Department

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of **Andy Penick, Procurement Director.** No bid will be accepted by email; all bids must be received by mail or hand delivered. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422).** **Plans and specifications for this project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. There is a non-refundable fee of \$100.00 for the plans and specifications for this project. Addenda will also be posted on the plan room's websites.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706-722-6488) beginning **Thursday, December 4, 2025.** Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

A mandatory pre-bid conference will be held on Tuesday, January 6, 2026 @ 10:00 a.m. at 452 Walker Street; Augusta, GA 30901; on the Second Floor, in the Hicks Conference Room. Parking is available on the Northside of the building. Mandatory site visit will be held on Wednesday, January 7, 2026; please contact Mitchell O'Neal at (706) 826-4768 in advance.

Questions, request for clarifications or interpretations regarding this Bid must be submitted to the Procurement Department:

Augusta Procurement Department
Attn: Jamye Mortley
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

All request for clarifications or interpretations must for this bid must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business Thursday, January 8, 2026 @ 5:00 P.M.

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder. **A 5% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not 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 BID number on the outside of the envelope.

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

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

Publish:

Augusta Chronicle December 4, 11, 18, 24, 2025



**BID Opening: BID Item #26-130 Augusta Reservoir Dams Improvements
for Augusta,GA- Augusta Utilities Department
BID Due: Tuesday, January 27, 2025 @11:00 a.m.**

**Total Number Specifications Mailed Out: 13
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 252
Georgia Procurement Registry: 510
Pre-Bid Conference Attendees: 19
Total Packages Submitted: 1
Total Non-Compliant: 0**

VENDORS	Attachment "B"	Addendum 1 & 2	E-Verify	Save Form	Bid Bond	Base Bid	Compliance Goal
Shearer-Mutimer Construction, LLC 106 South Belair Road Martinez, GA 30907	YES	YES	972728	YES	YES	\$1,591,946.90	YES



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

THRU: Wes Byne, P.E. *[Signature]*
Director, Utilities Department

FROM: Chad Hendrix, P.E. *CDH*
Assistant Director, Utilities Department

CC: Mitchell O'Neal, P.E. *[Signature]*
Engineering Manger

DATE: February 27, 2026

SUBJECT: RECOMMENDATION OF AWARD
Bid Item #26-130
Augusta Reservoir Dams Improvements Project

The Utilities Department (AUD) has reviewed the attached bid tabulation for the Augusta Reservoir Dams Improvements Project and acknowledges that Shearer-Mutimer Construction, LLC, is the lowest responsive bidder. Accordingly, AUD recommends the award of Bid Item #26-130 to Shearer-Mutimer Construction, LLC, in the amount of \$1,591,946.90.

UTILITIES DEPARTMENT



Wes Byne, P.E.
Director

BID ITEM: #26-130
BID TABULATION: Shearer Mutimer Construction, LLC

A. N. Max Hicks Water Treatment Plant Reservoir Improvements

PAY ITEM	DESCRIPTION	QUANTITY	UNIT MEASURE	UNIT COST (\$)	BASE BID
M-5	CLEARING AND GRUBBING (Approx. 4.0 Ac.)	1	LS	\$ 12,000.00	\$ 12,000.00
LS-1	MOBILIZATION	1	LS	\$ 6,000.00	\$ 6,000.00
LS-2	BONDS AND INSURANCE TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	\$ 3,960.00	\$ 3,960.00
LS-3	PERMANENT GRASSING INCLUDING MATTING & HYDROSEEDING	1	LS	\$ 146,883.60	\$ 146,883.60
LS-5	HYDROSEEDING	1	LS	\$ 72,300.00	\$ 72,300.00
LS-6	AS-BUILT SURVEY	1	LS	\$ 12,000.00	\$ 12,000.00
LS-9	GRADING, COMPLETE	1	LS	\$ 211,848.00	\$ 211,848.00
LS-10	GRASS MAINTENANCE to include lending, mowing, watering, fertilizing, etc.	1	LS	\$ 51,696.00	\$ 51,696.00
SUBTOTAL A					\$ 516,687.60

B. Highland Avenue Water Treatment Plant Reservoir Dams Improvements

PAY ITEM	DESCRIPTION	QUANTITY	UNIT MEASURE	UNIT COST (\$)	BASE BID
P-12	10' WIDE GRAVEL DRIVE	6,830	SY	\$ 9.98	\$ 68,163.40
P-13	3" OF #57 STONE FOR LAYDOWN YARD	1,105	SY	\$ 11.62	\$ 12,840.10
LS-11	MOVE EXISTING LAYDOWN YARD	1	LS	\$ 30,000.00	\$ 30,000.00
M-5	CLEARING AND GRUBBING (Approx. 2.9 Ac.)	1	LS	\$ 228,000.00	\$ 228,000.00
LS-1	MOBILIZATION	1	LS	\$ 9,000.00	\$ 9,000.00
LS-2	BONDS AND INSURANCE TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	\$ 13,200.00	\$ 13,200.00
LS-3	PERMANENT GRASSING INCLUDING MATTING & HYDROSEEDING	1	LS	\$ 118,500.00	\$ 118,500.00
LS-5	HYDROSEEDING	1	LS	\$ 245,392.80	\$ 245,392.80
LS-12	REPAIR SINKHOLE AT ELECTRICAL MANHOLE	1	LS	\$ 6,000.00	\$ 6,000.00
M-8	FILLING OF CONCRETE CRACKS W/ SEALANT	100	LF	\$ 10.83	\$ 1,083.00
M-9	PIEZOMETERS	9	EA	\$ 2,130.00	\$ 19,170.00
LS-6	AS-BUILT SURVEY	1	LS	\$ 12,000.00	\$ 12,000.00
LS-9	GRADING, COMPLETE	1	LS	\$ 195,600.00	\$ 195,600.00
LS-10	GRASS MAINTENANCE to include tending, mowing, watering, fertilizing, etc.	1	LS	\$ 116,310.00	\$ 116,310.00
SUBTOTAL B					\$ 1,075,259.30
TOTAL A & B					\$ 1,591,946.90

Augusta Utilities Department
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

TO: Andy Penick
Director, Procurement Department

THRU: Wes Byne, P.E. *Sub*
Director, Utilities Department

FROM: Mitchell O’Neal, P.E. *MO*
Engineering Manager, Utilities Department - Engineering & Construction

CC: Chad Hendrix, P.E. *CH*
Assistant Director, Utilities Department - Engineering & Construction

DATE: February 27, 2026

SUBJECT: JUSTIFICATION LETTER FOR COST VARIANCE & BUDGET UPDATE
Bid Item #26-130 – Augusta Reservoir Dams Improvements Project for
Augusta, GA-Augusta Utilities Department

The Augusta Utilities Department has received your memorandum for Bid Item #26-130 with attached bid tab providing the lowest base bid of \$1,591,946.90. We acknowledge the \$591,946.90 shortfall of our initial \$1mil budget conveyed to procurement on 11/14/2025 via the submitted Procurement Solicitation Form. This shortfall was a result of the release of Addendum 2 which revised the scope of the proposal bid schedule.

AUD has reviewed the bid tab provided by Procurement and find the base bid price from Shearer-Mutimer Construction, LLC fair and reasonable for the scope of work issued via the bid. Funding in the amount of \$1,600,000.00 is available from the following account: G/L 516043410-5425110 - J/L 89944620-5425110.



Andy Penick, CPSM, GCPC, GCPA, MBA
Procurement Director

MEMORANDUM

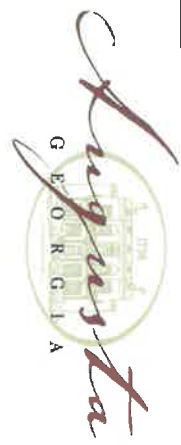
DATE: January 28, 2026
TO: Wes Byne, Augusta Utilities Department
FROM: Andy Penick 
Procurement Director
SUBJECT: Bid Item #26-130 Augusta Reservoir Dams Improvement Project for Augusta, GA-Augusta Utilities Department

We are forwarding the attached information to you for the following reason checked. Please return your response to the Procurement Department no later than five (5) business days from the date of this notice:

- Submittals received for the above reference item exceeded your Department's Estimated Budget. We have attached a copy of the Tabulation Sheet and the submitted Budget. Please let us know how to proceed:**
 - Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
 - Cancel this item. (You are required to submit a cancellation letter to Procurement.)
 - Budget Updated: (Provide Procurement with a Justification Letter of cost variance for review and a revised Solicitation Form Checklist updating the Budget.)

Thanking you in advance for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Andy Penick, Procurement Director at (706) 821-2422.

Attachments



**BID Opening: BID Item #26-130 Augusta Reservoir Dams Improvements
for Augusta, GA- Augusta Utilities Department
BID Due: Tuesday, January 27, 2025 @11:00 a.m.**

Total Number Specifications Mailed Out: 13
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 252
Georgia Procurement Registry: 510
Pre-Bid Conference Attendees: 19
Total Packages Submitted: 1
Total Non-Compliant: 0

VENDORS	Attachment "B"	Addendum 1 & 2	E-Verify	Save Form	Bid Bond	Base Bid	Compliance Goal
Shearer-Mutimer Construction, LLC 106 South Belair Road Martinez, GA 30907	YES	YES	972728	YES	YES	\$1,591,946.90	YES

Submit

by Anonymous User 11/14/2025 10:16:35 AM (Message Start Event)

Approve

by Wes Byne 11/18/2025 5:37:23 PM (Dept Director Review)

- The task was assigned to Wes Byne 11/14/2025 10:16:47 AM

Approve

by Dinah Dempsey 11/19/2025 9:53:46 AM (Compliance Dinah)

- The task was assigned to Dinah Dempsey 11/18/2025 5:37:24 PM

Approve

by Yolanda Jackson 11/19/2025 11:26:31 AM (Compliance)

- The task was assigned to Yolanda Jackson 11/19/2025 9:53:47 AM

Approve

by Tywana Scott 11/21/2025 9:16:25 AM (Procurement)

- The task was assigned to Procurement 11/19/2025 11:26:32 AM
- Tywana Scott assigned the task to Tywana Scott 11/21/2025 9:09:28 AM

Approve

by Tywana Scott 11/21/2025 9:17:15 AM (Procurement Director Review)

- The task was assigned to Procurement 11/21/2025 9:16:25 AM
- Tywana Scott assigned the task to Tywana Scott 11/21/2025 9:17:04 AM



PROCUREMENT DEPARTMENT
Procurement Solicitation Form Checklist

The following Information is required prior to processing your request.

Bid Number*, Date*, Requesting Department*, Project Contact First Name*, Project Contact Last Name*, Project Contact Email*, Phone Number*, 1. What type of solicitation?*, Annual Bid*, 2. Project Name*, 3. Project Description:, 4. Funding Source:, 5. Funding Available:, 6. Project Type:*, 7. Type of Work*, 8. Independent Cost Analysis Matrix for Federal/State funded projects valued at \$100,000.00 or more:*

10. Estimated Budget *

~~\$ 1,000,000.00~~ \$1,600,000.00

11. Org Key for Advertisement *

506-04-3110

Numbers only and formatted ____-____-____/5233111

11a. Job Ledger # (if applicable):

Numbers only and formatted ____-____-____

12. Org Key for Plan room Spec charges (if applicable)

Numbers only and formatted ____-____-____/5233111

12a. Job Ledger # (if applicable):

Numbers only and formatted ____-____-____

13. Org Key/Expenses Code: Project and Services *

516-04-3410/5425110

Numbers only and formatted ____-____-____/____

13a. Job Ledger # (if applicable):

89944620/5425110

Numbers only and formatted ____-____-____/____

14. Bonds Required

Bond requirements are based on department policy, type of project, and the estimated budget of a project. A bond(s) may be required, even if this form indicates otherwise.

- Bid Bond Required
- Payment & Performance Bond Required

15. Scope of Service for Subcontractors

Portable Toilet Services

16. Justification Documents

(optional)

The Procurement Department will not be held responsible for any Federal, State or Grant information that is required for publication.

17. Specifications Upload *

00 Cover Sheet.docx	91.22KB
01 Title Sheet.docx	17.72KB
02 Table of Contents.docx	23.06KB
03 Instructions To Bidders.docx	24.19KB
04 Proposal.docx	29.72KB
05 Agreement.docx	21.95KB
06 Notice Of Award.docx	75.74KB
07 Notice To Proceed.docx	75.37KB
08 Change Order.docx	15.92KB
09 Bid Bond.docx	19.33KB
10 Performance & Payment Bonds.docx	22.88KB
11 General Conditions.docx	82.79KB
12 Supplementary Conditions.docx	44.25KB
13 Index To Technical Specifications.docx	19.49KB
14 Hicks - Cover Sheet.docx	95.11KB
15 Hicks - Title Sheet.docx	17.76KB
16 Hicks - Table of Contents.docx	19.91KB
18 Hicks - Index To Technical Specifications.docx	17.84KB
19 Hicks - TS-1 Clearing and Grubbing.docx	18.85KB
20 Hicks - TS-2 Grading.docx	23KB
21 Hicks - TS-3 Dewatering.docx	20.71KB
22 Hicks - TS-4 Grassing.docx	20.32KB
23 Hicks - TS-5 Erosion, Sedimentation and Pollution Control Measures.docx	23.78KB
24 Hicks - AUD Measurement & Payment.docx	118.36KB
25 Highland - Cover Sheet.docx	94.61KB
26 Highland - Title Sheet.docx	17.99KB
27 Highland - Table of Contents.docx	19.95KB
29 Highland - Index To Technical Specifications.docx	17.9KB
30 Highland - TS-1 Clearing and Grubbing.docx	23.13KB
31 Highland - TS-2 Removal of Water.docx	18.33KB
32 Highland - TS-3 Grading.docx	25.38KB
33 Highland - TS-4 Grassing.docx	23.96KB
34 Highland - TS-5 Erosion, Sedimentation & Pollution Control Measures.docx	23.78KB
35 Highland - AUD Measurement & Payment.docx	118.76KB

Word Files

18. Drawings Upload

20250808_N Max Hicks & Highland Ave WTP Reservoir Dam Improvements_Construction Plans_EPD Approved.pdf	25.73MB
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PDF Files

19. Item previously purchased:

Yes No

20-A. Pre-Bid Conference

Mandatory Optional N/A

20-D. Site Visit Required

Mandatory Optional N/A

21. List of vendors to receive copy of Specifications. *

Word Only and formatted for 5160 Avery Labels	
Direct Solicitations Labels.docx	19.17KB

22. AUGUSTA, GA CODE Sec 1-10-52 Sealed Proposals (RFP/RFQ):

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. Justification:

Requester's Signature

Mitchell O Neal

THIS SOLICITATION WILL NOT BE ADVERTISED UNTIL PROCUREMENT RECEIVES THE INFORMATION REQUESTED ABOVE. ALL NECESSARY POSTAGE AND PRINTING COST WILL BE CHARGED TO YOUR DEPARTMENT.

Procurement (Revised: 7/19/16)

Department

Department Approval

Frank W Byne

Department Approval Date

11/18/2025

Dept. Requires Bond *

This indicates the department's preference for bonds, regardless of automatic requirements, in accordance with Sec. 1-10-43.

- None
- Bid
- Payment & Performance

Compliance

Compliance Approval

Dr. Yolanda Jackson

Compliance Approval Date *

11/19/2025

DBE goal applied to project:

DBE Office has reviewed all Federal Projects.

- Yes No N/A
- (exception - FAA Projects)

List of Certified DBE Vendors provided:

- Yes No

Please attach all FTA clauses and forms applicable to this project for publication

Participation goal applied to project:

An MBE goal of 6% and WBE goal of 2% is applied to this project

Attach copy of specific goal sheet (if applicable):

MWBE Goals Package.docx 238.55KB

Section 1-10-132. Minority and Woman Owned Business Enterprise Program participation. The Augusta, Georgia goals committee shall indicate goals for contracts over \$300,000 in value.

Procurement

File Under Year *

2026

Bid Number*

Procurement Use Only
26-130

Bonds Required*

This indicates the Procurement Department's bond preferences in accordance with Sec. 1-10-43.
 None
 Bid Bond Required
 Payment & Performance Bond Required

Procurement Approval*



Procurement Approval Date*

11/21/2025

Augusta Blueprint & Microfilm, Inc

#26-130 - Augusta Reservoir Dams Improvement Project

Set#	Rec'd By	Del	Shipped	Pick-Up	Email	Address	Phone	Fax
1	Morgan Corp.				X	P.O Box 3555 Spartanburg, SC 29304 mkhan@morgan-corp.com	954-279-0492	864-433-8808
2	Construct Connect				X	3825 Edwards Road Suite 800 Cincinnati, OH 45209 Maria.thurman@constructconnect.com	513-458-5940	
3	Sewell Construction				X	3681 Peach Orchard Rd. Augusta, Ga 30906 parkerwithsewellk@gmail.com	706-955-5954	
4	Ceres Environmental Services, Inc.				X	6371 Business Boulevard Suite 100 Sarasota, Fl 34240 contact@ceresenv.com	800-218-4424	866-228-5636
5	QPS				X	1736 Lovers Lane Augusta, Ga 30901 Jimmyhl@qpsibest.com	706-831-7191	
6	Shearer - Mutimer Construction, LLC				X	P.O. Box 2570 30809 resxonstine@comcast.net	706-799-5692	
7	Cline Service Corp				X	1846 Chalybeate Road Manchester, GA 31816 clineserv@aol.com	706-315-9991	

Gearig Civilworks
322 Grimaude Blvd.
Grovetown GA 30813
ATTN: Travis Gearig

Beams Contracting
15030 Atomic Rd.
Beech Island SC 29842
ATTN: Ricky Basey

Garnto Southern
4811 Clark Dr.
Evans GA 30809
ATTN: Jason Garnto

Blair Construction
4308 Evans to Locks Rd. Box 770
Evans GA 30809
ATTN: Roy Mutimer

BD Garner Site Works LLC
6192 GA Hwy 23 South
Waynesboro GA 30830
ATTN: Mark Kloskey

Shockley Plumbing
1749 Habersham Church Rd.
Perkins GA 30442

Quality "Plus" Services, Inc.
1213 11th Ave.
Fort Gordon, GA 30905
ATTN: Jimmy Hunt

CBH Excavation
2383 Ridge Road NW
Norwood, GA 30821
ATTN: Erin Hickman

CERES Environmental
6371 Business Blvd, Suite 100
Sarasota, FL 34240
ATTN: Proposals

Terra Excavating, LLC
2009 Franke Court
Augusta, GA 30909
ATTN: Tonya Yost-Hodges

Shearer Mutimer Construction
P.O. Box 2570
Evans, GA 30809
ATTN: Robert Shearer

Gary L. McElmurray
Construction Co.
181 Old Jackson Highway
Beech Island, SC 29842

B&K Grading and Paving
2087 Williston Road
Aiken, SC 29803

Wes Byne
Utilities

Mitchell Oneal
Utilities

Dr. Yolonda Jackson
Compliance

**Bid Item #26-130 Augusta Reservoir
Dams Improvements Project for
Augusta, GA-Utilities Department
Bid Due: Tues, 1/20/26 @11:00 a.m.**

**Bid Item #26-130 Augusta Reservoir
Dams Improvements Project for
Augusta, GA-Utilities Department
Mail Date: 12/4/25**

Jamye Mortley

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, December 4, 2025 3:38 PM
To: Jamye Mortley
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2026-000000167

Dear Jamye Mortley,
jmortley@augustaga.gov

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

Event Number: PE-72155-NONST-2026-000000167
Event Title: Bid Item 26-130 Augusta Reservoir Dams Improvement Project
Event Type: Non-State Agency

Process Log
2025/12/04 15:34:14 : Log starts for - 38355147 - EVENT_RELEASE_TO_SUPL
2025/12/04 15:34:19 : Email Process Log for the Event#: PE-72155-NONST-2026-000000167
2025/12/04 15:34:19 : Email Batch# 2512048765
2025/12/04 15:34:19 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/12/04 15:34:47 : Bad Email not sent to tworiversrc&d@hotmail.com of TWO RIVERS RESOURCE CONSERVATION &
2025/12/04 15:37:34 : Total No of Contacts found for sending Email: 510
2025/12/04 15:37:34 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2026-000000167&sourceSystemType=gpr20>

12/04/2025 03:37:34 PM

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

Jamye Mortley

From: DemandStar <agencyervices@demandstar.com>
Sent: Thursday, December 4, 2025 3:27 PM
To: Jamye Mortley
Subject: [EXTERNAL] Document Bid Item 26-130 Augusta Reservoir Dams Improvement Project Awaiting Approval

The bid document you uploaded to DemandStar is ready for your approval.

Bid Identifier: ITB-26-130-0-2026/JM
Bid Name: Augusta Reservoir Dams Improvements Project
Document: Bid Item 26-130 Augusta Reservoir Dams Improvement Project
Pages: -
Date Posted: 12/04/2025 3:27 PM Eastern

[View Bid Details](#)

Please review Bid Item 26-130 Augusta Reservoir Dams Improvement Project and verify it is the correct file. If it is, please [go to the Manage Documents page for your bid](#) and click the "Approve" button next to this document.

Your bid will not be broadcast until all documents have been approved.

Sincerely,
The DemandStar team



Planholders

Add Supplier

Export To Excel

Supplier (11)

Supplier ⌵	Download Date
Ceres Environmental Services	12/10/2025
Continental Heavy Civil Corp	12/04/2025
Corporate Environmental Risk Management	12/04/2025
D&S Steel inc	12/10/2025
Dodge Data	12/04/2025
EMC Divers, Inc.	12/04/2025
Morgan Contracting, Inc.	01/05/2026
Onvia, Inc. - Content Department	12/04/2025
Pacific Netting Products	01/15/2026
Southern Road & Bridge, LLC	12/05/2025
Underwater Engineering Services Inc	12/04/2025

Add Supplier

Supplier Details

Supplier Name	Ceres Environmental Services
Contact Name	David McIntyre
Address	6371 Business Blvd. Suite 100, Minneapolis, MN 34240
Email	tia.laurie@ceresenv.com
Phone Number	(94-1) -358-6363

Documents

Filename	Type	Action
----------	------	--------



Commission Meeting

March 31, 2026

Parking Management Solution for the Downtown Corridor

Department: N/A

Presenter: N/A

Caption: Motion to **approve** the staff to begin identifying a parking management solution for the downtown corridor. **(Requested by Commissioner Don Clark)**

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A



Motion to approve the Resolution and Amended Adoption Agreement and Addendum for Augusta’s GMA 401(a) Defined Contribution Plan (“DC Plan”) to allow Judge Emeritus to receive benefits while employed and prohibit future employee and employer contributions for Judge Emeritus.

Meeting Date: March 31, 2026

LAW DEPARTMENT

Department: LAW DEPARTMENT

Presenter: James T. Plunkett, Interim General Counsel

Caption: Motion to approve the Resolution and Amended Adoption Agreement and Addendum to Augusta’s GMA 401(a) Defined Contribution Plan (“DC Plan”) to allow Judge Emeritus to receive benefits while employed and prohibit future employee and employer contributions for Judge Emeritus.

Background: This amendment would allow a participant who, as of April 1, 2026, has achieved Judge Emeritus status, and is at least 59 ½ years of age, to draw funds from their DC Plan account even if such person is still employed. The amendment also prohibits such person’s participation in the DC Plan on or after April 1, 2026, meaning that neither Augusta nor the Judge Emeritus could make contributions to the Judge Emeritus’s DC Plan account on or after that date. Presently, there is only one DC Plan participant who is a Judge Emeritus.

Analysis:

Financial Impact: None

Alternatives: Approve the request. The position (Judge Emeritus) was created by legislation passed in 1992.

Recommendation:

Funds are available in the following accounts:

REVIEWED AND APPROVED BY:

**ADDENDUM TO
THE GEORGIA MUNICIPAL ASSOCIATION
401(a) DEFINED CONTRIBUTION PLAN
FOR AUGUSTA, GEORGIA**

This is an Addendum to the GMA 401(a) Defined Contribution Plan ("Plan") for Augusta, Georgia ("Augusta"), which became effective April 1, 2026. This Addendum shall replace and supersede any previous Addendum to the Plan. It modifies the Master Plan Document and Adoption Agreement in the following ways:

Amendments to the Master Plan Document--

(1) Compensation, as defined in Section 1.08 of the Master Plan Document, is amended to provide that Compensation means "wages, tips, and other compensation on Form W-2" instead of "wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2))." Compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Code Section 125, 402(e)(3), 402(h)(1)(B), 403(b), 414(h) or 457, and elective amounts that are not includable in the gross income of the Employee by reason of Code Section 132(f)(4). However, compensation shall not include reimbursed expenses, severance, or lump sum vacation pay. The compensation of each Participant for any Plan Year shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B).

(2) The provisions of Section 10.01 of the Master Plan Document, regarding vesting standards, are amended to provide that a Participant shall also be 100% Vested in his or her Accounts under the Plan upon attaining age 65. (See paragraph (4)(g) below concerning Vesting in the Participant's Employee Mandatory Contribution Account.)

(3) The provisions of Article XXIII of the Master Plan Document, regarding distributions pursuant to domestic relations orders, shall not apply. The Plan does not recognize domestic relations orders.

(4) The Master Plan Document is amended to provide for employee mandatory contributions, as follows:

(a) Sections 1.01 and 6.01, regarding Accounts, are amended to provide for a subaccount, to be established by the Administrator, known as the Employee Mandatory Contribution Account to which Employee Mandatory Contributions pursuant to Section 4.07, as amended, may be credited.

(b) Article I, regarding definitions, is amended by adding a definition of "Employee Mandatory Contribution Account," which means the subaccount maintained by

the Administrator to which Employee Mandatory Contributions pursuant to Section 4.07, as amended, may be credited. In addition, Article I is amended by adding a definition of "Employee Mandatory Contributions," which means the mandatory contributions for Eligible Employees as determined under the Adoption Agreement and made pursuant to Section 4.07, as amended.

(c) Section 3.01, regarding participation procedures, is amended to provide that an Eligible Employee must agree to payroll deduct Employee Mandatory Contributions as a condition of employment.

(d) Section 4.07, regarding employee contributions, is amended by striking the first sentence thereof and providing instead that an Eligible Employee must make Employee Mandatory Contributions upon completion of the waiting period under the Adoption Agreement. The Participating Employer elects to pick up and pay Employee Mandatory Contributions in accordance with Code Section 414(h)(2), in which case (i) the contributions, although designated as Employee contributions, will be paid by the Participating Employer in lieu of contributions by the Employee, and (ii) the Employee will not be given the option, on or after the effective date of the pick-up, to have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to designated Employee contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan. This pick-up is effective prospectively for Employee Mandatory Contributions made on and after the execution date of this Addendum. The executor of this Addendum is authorized to take this action on behalf of the Participating Employer.

(e) Section 4.08, regarding remittance of contributions, is amended by adding a provision that any Employee Mandatory Contributions shall be deducted from the Participant's Compensation each Payroll Period and remitted to the Trust as soon as administratively feasible, but in no event later than fifteen (15) business days after the Payroll Period in which they are deducted from Compensation.

(f) Section 9.01, regarding investment of accounts, is amended to provide that unless otherwise directed by the Participant (or Beneficiary), in accordance with procedures established by the Service Manager, a Participant's (or Beneficiary's) Employee Mandatory Contribution Account shall be invested in the same manner as the Participant's (or Beneficiary's) Employer Contribution Account.

(g) Section 10.01, regarding vesting standards, is amended to provide that the Participant shall be 100% Vested in the Participant's Employee Mandatory Contribution Account at all times.

(5) Section 3.02 of the Master Plan Document is amended to add the following optional participation and reemployment provisions:

(a) Participants on October 1, 2007 – If an Employee participating in this Plan as of October 1, 2007 elected (affirmatively or by default) in accordance with and subject to the procedures specified by the Employer in Section 7.11-7.15 of the January 1, 2008

Addendum to the Adoption Agreement for the Employer's GMEBS-administered defined benefit retirement plan ("DB Plan") to waive the Employee's continued participation under this Plan in favor of participation under the DB Plan, then the value of all accounts maintained on behalf of the Employee under this Plan as of December 31, 2007 (including all employer contributions, employee contributions, and earnings thereon up until the transfer date, but excluding any rollover contributions and earnings thereon) was transferred as soon as reasonably practicable after January 1, 2008 from this Plan to the DB Plan, for the purpose of funding benefits payable to or on behalf of the Employee under the DB Plan. No partial transfers of the employer contribution and employee contribution accounts, and the earnings thereon, were permitted. Upon the transfer of said accounts of the Employees from this Plan to the DB Plan, Employees who elected the new DB Plan forfeited all further right, title, or interest under this Plan in its then current form or as amended with respect to the transferred accounts. Any rollover contributions and the earnings thereon shall continue to be maintained in a Rollover Account under this Plan on behalf of any Employee who elected the new DB Plan.

(b) Initially Employed After October 1, 2007 and before October 1, 2021 - Any Employee who initially took office or was initially employed (with no prior service for Augusta-Richmond County) as an elected or appointed member of the Governing Authority (member of the Board of Commissioners of Augusta-Richmond County), Administrator, Assistant Administrator, Department Director, Assistant Department Director, or Augusta-Richmond County Law Department General Counsel or Law Department staff attorney, between October 1, 2007 and October 1, 2021, was required to make an election to participate in this Plan or in the DB Plan, on forms provided by the Employer for such purpose and in accordance with procedures specified by the Employer, within thirty (30) days after employment or taking office. If any individual for whom participation was optional under the preceding sentence elected to participate in this Plan, such individual became a Participant as of the first day of the month coinciding with or next following the date the thirty (30) day election period expires, or if later January 1, 2008. The election was irrevocable, and the failure to make the election within the thirty (30) day time limit shall be deemed an irrevocable election not to participate in this Plan. Notwithstanding any provision herein to the contrary, if any Employee described in this Section 5(b) is terminated or vacates office and later returns to service with Augusta-Richmond County, the Employee will not be eligible to participate in this Plan, notwithstanding any prior election by the Employee, and will participate in the DB Plan, subject to the applicable terms and conditions and eligibility requirements of the DB Plan.

(c) Effect of Reemployment After Making October 2007 Election – If any Employee participating in this Plan prior to January 1, 2008 elected in accordance with and subject to the procedures specified in Sections 7.11–7.15 of the January 1, 2008 Addendum to the Adoption Agreement for the Employer's DB Plan to remain a participant under this Plan and is later terminated or vacates office and later returns to service with Augusta-Richmond County, said Employee will not be eligible to participate in this Plan, notwithstanding any prior election by the Employee, and will participate in the DB Plan, subject to the applicable terms and conditions and eligibility requirements of the DB Plan.

(d) Former Employees Returning to Service After October 1, 2007 and before October 1, 2021; No Election – Subject to any applicable Internal Revenue Code election limitations, any former Employee (not including those described in (a), (b), or (c) above) who returned to service with Augusta-Richmond County between October 1, 2007 and October 1, 2021 as an elected or appointed member of the Governing Authority, Administrator, Assistant Administrator, Department Director, Assistant Department Director, Law Department General Counsel or Law Department staff attorney was required to make an election to participate in this Plan or in the DB Plan on forms provided by the Employer for such purpose and in accordance with procedures specified by the Employer, within thirty (30) days after employment or taking office. If any individual for whom participation was optional under the preceding sentence elected to participate in this Plan, such individual became a Participant as of the first day of the month coinciding with or next following the date the thirty (30) day election period expires, or if later, January 1, 2008. The election was irrevocable, and the failure to make the election within the (30) day time limit shall be deemed an irrevocable election not to participate in this Plan. Notwithstanding any provision herein to the contrary, if any Employee described in this Section 5(d) is later terminated or later vacates office and then returns to service with Augusta-Richmond County sometime thereafter, said Employee will not be eligible to participate in this Plan, notwithstanding any prior election by the Employee, and will participate in the DB Plan subject to the applicable terms and conditions and eligibility requirements of the DB Plan.

(6) Section 4.07 of the Master Plan Document, regarding employee contributions, rollovers, and transfers, is amended by adding a provision for transfers to the Plan of conduit money purchase accounts on behalf of Participants. Solely for purposes of effectuating the restatement and conversion of the Plan from the Nationwide Retirement Solutions Governmental Defined Contribution Plan to the Georgia Municipal Association 401(a) Defined Contribution Plan, with respect to a Participant who elected, under Section 7.4 or Section 7.15 of the January 1, 2008 Addendum to the Adoption Agreement for the DB Plan, to remain a Participant in this Plan, said Participant's account balance under the Plan was transferred to a conduit money purchase account under the DB Plan on behalf of such Participant to be temporarily held and invested in trust by the Georgia Municipal Employee Benefit System until transferred to the trust maintained by GMA for this Plan.

(7) Notwithstanding any provision to the contrary, a Participant (or former Participant) who is a Judge Emeritus as of April 1, 2026, may commence receiving retirement benefits without first incurring a Separation from Service, provided such Judge Emeritus is at least age 59 ½ on the date benefits commence.

Amendments to the Adoption Agreement--

(8) A Participant shall be required to contribute four percent (4%) of the Participant's Compensation to the Plan as a condition of employment. Employee Mandatory Contributions shall be considered "picked up" by the Participating Employer pursuant to Code Section 414(h) and Section 5(d) of this Addendum.

(9) An Eligible Employee shall become a Participant on the first day of the month coinciding with or next following the date the Eligible Employee satisfies the thirty (30) day waiting period for participation in the Plan.

(10) Notwithstanding the one month waiting period for participation provided in the Adoption Agreement and the entry date specified in item (8) above, an Eligible Employee may make a rollover contribution from another plan qualified under Code Section 401(a) prior to becoming a Participant in the Plan, subject to approval by the Trustee of such rollover contribution. The rollover contribution will be maintained in a separate Rollover Account and will be 100% Vested at all times. A rollover contribution for purposes of this provision is either (i) a direct rollover transferred directly from the other qualified plan, (ii) a rollover contribution of a distribution received by the Eligible Employee from the other qualified plan that is eligible for tax-free rollover, provided such rollover contribution is made within sixty (60) days of receipt, or (iii) a transfer from a conduit individual retirement account or annuity (IRA) that does not contain assets other than assets distributed to the Eligible Employee from another qualified plan that were eligible for tax-free rollover and were rolled into such conduit IRA within sixty (60) days of receipt. If an Eligible Employee makes a rollover contribution to the Plan pursuant to this item (9) prior to becoming a Participant, the Eligible Employee will participate in the Plan only with respect to such rollover contribution until he or she otherwise satisfies the requirements to become a Participant.

(11) In calculating the Vesting Period, a Participant will receive credit for one (1) Year of Service for each Plan Year in which the Participant completes at least 1,000 Hours of Service, subject to the following provisions:

(a) An "Hour of Service" means (i) each hour for which the Employee is paid, or is entitled to payment, for the performance of duties for the Employer; (ii) each hour for which the Employee is directly or indirectly compensated or entitled to compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty or leave of absence); or (iii) each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages. The same Hours of Service shall not be credited both under (i) or (ii), as the case may be, and under (iii). Notwithstanding the foregoing, (i) no more than 501 Hours of Service are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period; (ii) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, or unemployment compensation or disability insurance laws; and (iii) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

(b) A Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. If a former Participant (including Participants under the Employer's preexisting defined contribution plan – see Adoption

Agreement p. AA-2) whose non-vested Employer Contributions are forfeited pursuant to this paragraph is reemployed by the Employer, the forfeited amounts shall not be restored.

(c) If a former Participant or Employee (including Participants under the Employer's preexisting defined contribution plan) is reemployed by the Employer following a Break in Service, any Years of Service occurring prior to any period of consecutive Breaks in Service shall not be taken into account for vesting purposes if the number of consecutive Breaks in Service within such period equals or exceeds five (5). Any Years of Service excluded pursuant to this subsection shall also be excluded from any subsequent determination of Years of Service.

(d) An Employee will incur a "Break in Service" in any Plan Year in which the Employee does not complete at least five hundred one (501) Hours of Service. Solely for purposes of determining whether a Break in Service has occurred in a Plan Year for vesting purposes, an Employee who is absent from work (i) by reason of the pregnancy of the Employee, (ii) by reason of the birth of a child of the Employee, (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement shall receive credit for the Hours of Service that would otherwise have been credited to the Employee but for the absence (or if such hours cannot be determined, eight (8) Hours of Service per normal work day of absence). The total number of such hours treated as Hours of Service by reason of any absence shall not exceed five hundred one (501). Such Hours of Service shall be credited (i) to the Plan Year in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (ii) in all other cases, to the following Plan Year. No such Hours of Service shall be credited unless the Employee furnishes to the Employer such timely information as the Employer may reasonably require to establish (i) that the absence from work is for reasons provided above, and (ii) the number of days for which there was such an absence. To the extent required by the Family and Medical Leave Act of 1993, as amended from time to time ("FMLA"), and the regulations thereunder, an Employee shall not incur a Break in Service for vesting purposes on or after August 5, 1993, on account of an absence from work which qualifies as a family or medical leave under the FMLA. To the extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time ("USERRA"), an Employee shall not incur a Break in Service for vesting purposes on or after December 12, 1994 on account of a period of qualified military service to the extent required under USERRA and Code Section 414(u)(8)(A).

(12) In determining the Participant's total Years of Service for vesting purposes and subject to the break in service and forfeiture rules described in Section (10) above, Eligible Employees will be given credit for purposes of this Plan for Years of Service with the following predecessor employers of the Board of Commissioners of Augusta-Richmond County: the City Council of Augusta and the Richmond County Board of Commissioners.

(13) Notwithstanding any provision to the contrary, an Employee serving in the position of Judge Emeritus for the Employer as of April 1, 2026, is not permitted to participate in the Plan

on or after such date. Neither the Adopting Employer nor the Judge Emeritus is required or permitted to make Contributions to the Plan on behalf of such Judge Emeritus on or after April 1, 2026. In the event such an Employee ceases participation in this Plan due to serving as a Judge Emeritus for the Employer as of April 1, 2026, and then later becomes employed in a capacity other than as Judge Emeritus, the Employee shall again participate in this Plan, subject to the applicable requirements for eligibility and participation in this Plan.

EXECUTION BY EMPLOYER

The terms of the foregoing Addendum to the Adoption Agreement are hereby adopted and approved on the _____ day of _____, _____, by Board of Commissioners of Augusta, Georgia. This Addendum will be effective April 1, 2026.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES' APPROVAL

The terms of the foregoing Addendum are approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Program.

Dated: _____

By: _____

Title: _____
on behalf of the Board of Trustees

THE GEORGIA MUNICIPAL ASSOCIATION, INC.

401(a) DEFINED CONTRIBUTION PLAN

**Amended and Restated
As of January 1, 2018**

**RESOLUTION AND
ADOPTION AGREEMENT**

Augusta, Georgia

**Administered by:
Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289**

RESOLUTION

WHEREAS, the Augusta-Richmond County, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering matching and/or non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association, Inc. ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2017 ("Plan");

WHEREAS, the Participating Employer wishes to participate or continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Board of Commissioners of Augusta, Georgia ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan. The

Participating Employer acknowledges that it is solely responsible for submitting Employer Contributions in accordance with the terms of this Adoption Agreement, including submitting said Employer Contributions as scheduled based on its Payroll Period or the end of the Plan Year, as applicable.

(b) The Participating Employer acknowledges that it may not be able to rely on the opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Participating Employer's Plan to be a qualified plan.

Section 4. The Participating Employer hereby authorizes Georgia Municipal Association, Inc. ("GMA"), the Provider who sponsors the Plan on behalf of the Trustees, to amend the Plan on its behalf as provided under Revenue Procedures 2017-41, 2011-49, and 2007-44. The Participating Employer understands that the implementing amendment reads as follows:

GMA will maintain a record of the Participating Employers, and GMA will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Trustees or GMA, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) and, likewise, to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

On and after February 17, 2005, GMA shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2018, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers. Notwithstanding the foregoing paragraphs, effective on or after June 27, 2016, for any Participating Employer as of either:

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, as described in Revenue Procedure 2017-41; or
- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, GMA's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- (i) A resolution must be adopted terminating its participation in the Plan.
- (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have legal authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Section 9. As provided in Revenue Procedure 2017-41, the Participating Employer may rely on the Plan's Opinion Letter, provided that the Participating Employer's Plan is identical to the GMA Plan, and the Participating Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan and Adoption Agreement.

Adopted by the Governing Authority on _____, in accordance with applicable law.

By: _____
Signature

Name and Title

Attest: _____

Date: _____

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

PARTICIPATING EMPLOYER

Name: Augusta, Georgia

GOVERNING AUTHORITY

Name: Augusta, Georgia Commission Council
Address: 535 Telfair, Street, Augusta, GA 30901
Phone: (706) 821-1820
Facsimile: (706) 821-1838

Title of Person Authorized to receive Official Notices from the Plan or
GMA: Human Resources Director

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer does or does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the plan's provider, and such other information requested by the Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2017-37 (the 2017 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting

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GMA 401(a) DC Plan

Augusta, Georgia

this Adoption Agreement, with its accompanying Master Plan Document, the Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a) and the 2017 Cumulative List with the applicable effective dates.

This Adoption Agreement is for the following purpose (**check one**):

- This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ (**insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted**), with respect to Contributions as approved by the Board of Trustees below.
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ (**insert effective date of this Adoption Agreement but not earlier than the first day of the plan year in which the plan is restated or the beginning of the plan year in which the plan is adopted**). This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____, _____ (**insert original effective date of preexisting plan**).
- Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.
- This is an amendment to be effective as of **April 1, 2026** (**insert effective date of this Adoption Agreement but not earlier than then beginning of the remedial amendment period for such amendment**) of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective **May 1, 1998**, as follows (**must specify elective provisions in this Adoption Agreement**):
- This is an amendment to allow a Participant who is a Judge Emeritus as of April 1, 2026, to receive retirement benefits without first incurring a Separation from Service, provided such Judge Emeritus is at least 59 ½ on the date benefits commence (see Addendum, Section (7)). This is also an amendment to provide that an Employee serving as a Judge Emeritus as of April 1, 2026, is not permitted to participate in the Plan (i.e., make or receive Contributions under the Plan) on or after such date (see Addendum, Section (13)).**

- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

PLAN YEAR

Plan Year means the Participating Employer’s Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer’s Fiscal Year starts on: **January 1** (insert month and day e.g., July 1).

COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

- All Departments
- Covered Departments (must specify): _____

ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below (check one):

- All
- All with the following exclusions:
 - Municipal Legal Officer
 - Elected or appointed officials
 - Other¹ (must specify and clearly define the ineligible classification of employees):

Prior to January 1, 2008, the following Employees were excluded from participation in the Plan: (i) employees whose employment was governed by a collective bargaining agreement between the Employer and “employee representatives” under which retirement benefits were the subject of good

¹ Do not specify the inclusion or exclusion of a participant by using the name of the employee.

faith bargaining, (ii) non-resident aliens who received no earned income from the Employer which constituted income from sources within the United States, (iii) employees who participated in any other City of Augusta or Richmond County Retirement Plan, or (iv) employees who were not Regular Employees as defined in the Augusta-Richmond County Personnel Policies and Procedures; provided, however, it is expressly understood that the following are considered Eligible Employees: any employee, officer, appointee, or elected under any official of Augusta, Georgia, or Richmond County, Georgia, as now constituted or hereafter constituted, who is elected by both of the electorate. Notwithstanding the foregoing, the employee election provisions concerning certain employees initially employed or reemployed after October 1, 2007 and before October 1, 2021, as detailed in Section (5) of the Addendum to this Plan, shall be effective October 1, 2007 until October 1, 2021.

On and after January 1, 2008 , no employees will be eligible to participate in the Plan, except for: (i) any Employee participating in the Plan prior to January 1, 2008, who elected in accordance with and subject to the procedures specified by the Employer in Section 7.11-7.15 of the January 1, 2008 Addendum to the Adoption Agreement for the Employer's GMEBS-administered defined benefit retirement plan to remain a participant under this Plan, subject to the reemployment provisions in Section (5) of the Addendum to this Plan; (ii) any Employee initially employed or initially taking office after October 1, 2007 and before October 1, 2021, as an elected or appointed member of the Governing Authority (member of the elected or appointed member of the Governing Authority (member of the Augusta-Richmond County Board of Commissioners, also known as the Augusta, Georgia Commission Council), Administrator, Assistant Administrator, Department Director, Assistant Department Director, Augusta, Georgia Law Department General Counsel or Law Department staff attorney, who elected to participate in this Plan in accordance with and subject to the election procedures and reemployment provisions in Section (5) of the Addendum to this Plan; and (iii) subject to any applicable Internal Revenue Code election limitations, any former Employee (not including those described in (i) or (ii) above) who returns to service with Augusta, Georgia after October 1, 2007 and before October 1, 2021, as an elected or appointed member of the Governing Authority Administrator, Assistant Administrator, Department Director, Assistant Department Director, or Augusta, Georgia Law Department General Counsel or Law Department staff attorney and who elected to participate in this Plan in accordance with and subject to the election procedures and reemployment provisions in Section (5) of the Addendum to this Plan. See also Section (13) of the General Addendum excluding the Judge Emeritus in such position as of April 1, 2026, from participation in this Plan on or after such date.

- Only employees in any eligible 457(b) plan of the Employer. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to any eligible 457(b) Plan of the Employer.
- Only employees in the Employer's GMA 457(b) plan. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to the Employer's GMA 457(b) Plan.
- Other¹ (must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals):

No employee may be excluded based on the attainment of a maximum age.

The Employer shall provide the Administrator with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

OTHER ELIGIBILITY REQUIREMENTS

Minimum Hours Per Week -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either "No Minimum Hours Required" or "Minimum Hours Required" below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below). The Minimum Hour Requirement below only applies to common law Employees of the Employer and does not apply to elected or appointed officials.

- No Minimum Number of Hours Required
- Minimum Hours Required Per Week (regularly scheduled):
 - _____ (must not exceed 40 hours/week)
- Other Minimum Hour Requirement (must specify): No minimum number of hours is required for eligibility to enter the plan, but 1,000 hours in a plan year are required to maintain eligibility to participate and to earn one (1) year of vesting service.

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Eligible Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Minimum hour requirement applicable to excepted Eligible Employees:

- No Minimum Number of Hours Required**
- Minimum Hours Required Per Week (regularly scheduled):**
- _____ (must not exceed 40 hours/week)
- Other Minimum Hour Requirement (must specify):** _____.

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or she becomes ineligible for additional contributions until he or she once again meets the requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

Waiting Period -- A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

- No waiting period.** An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

- A waiting period described under one of the following options (check one):**

- Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be **one (1) month** (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted
 will be will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service will be will not be added together to determine whether the waiting period has been satisfied.

- Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted
 will be will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) will will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee will will not be added together to determine if the waiting period has been satisfied.

Exceptions: If a different waiting period requirement applies to a particular class or classes of Eligible Employees, please specify below the classes to whom the different requirement applies and indicate the waiting period requirement applicable to them.

Class(es) of Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Waiting period requirement applicable to excepted Eligible Employees:

No waiting period. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

A waiting period described under one of the following options (check one):

Minimum Period of Service (please complete items below):

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted will be will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service will be will not be added together to determine whether the waiting period has been satisfied.

Minimum Period of Contributions to 457(b) Plan (please complete items below):

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted will be will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) will will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee will will not be added together to determine if the waiting period has been satisfied.

EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions **and/or** Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the end of the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows (**check matching, non-matching, or both as applicable**):

Matching Contributions

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including but not limited to the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

Class A Matching Contributions will be made on the following basis for Class A Participants:

Class A Participants are (**check one**):

- All Eligible Employees
 Other (**must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named**):
-

The Employer elects the following matching contribution formula for Class A Participants (**check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below**):

- Percentage Match**: For each Payroll Period in which the Participant contributed to _____ (insert plan name), an eligible 457(b) Plan of the Employer, the Employer will

contribute _____% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

Flat Dollar Cap: In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

- \$ _____ per weekly Payroll Period
- \$ _____ per bi-weekly Payroll Period
- \$ _____ per semi-monthly Payroll Period
- \$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

Cap Equal to Percentage of Total Compensation: In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

No Cap

Flat Dollar Match: For each Payroll Period in which the Participant contributed at least \$ _____ (may be \$1 to \$25) to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

- \$ _____ per weekly Payroll Period
- \$ _____ per bi-weekly Payroll Period
- \$ _____ per semi-monthly Payroll Period
- \$ _____ per monthly Payroll Period

Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury

Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Matching Contributions will be made on the following basis for Class B Participants:

Class B Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

The Employer elects the following matching contribution formula for Class B Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

- Percentage Match:** For each Payroll Period in which the Participant contributed to _____ (insert plan name), an eligible 457(b) Plan of the Employer, the Employer will contribute _____% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

- \$ _____ per weekly Payroll Period
- \$ _____ per bi-weekly Payroll Period
- \$ _____ per semi-monthly Payroll Period
- \$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period

e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

Cap Equal to Percentage of Total Compensation: In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

No Cap

Flat Dollar Match: For each Payroll Period in which the Participant contributed at least \$ _____ (may be \$1 to \$25) to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

- \$ _____ per weekly Payroll Period
- \$ _____ per bi-weekly Payroll Period
- \$ _____ per semi-monthly Payroll Period
- \$ _____ per monthly Payroll Period

Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

Non-Matching Contributions

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to an eligible 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

Non-Matching Contributions shall be made on the following basis for Class C Participants:

Class C Participants are (check one):

All Eligible Employees

AA-11

- Other (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

_____.

The Employer elects the following contribution formula for Class C Participants (check one):

- Year-End Contributions: A one-time Plan Year-end contribution of \$ _____ or _____ % of Compensation per Participant.
- 2% of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Payroll Period as shown below (complete as applicable):
 - \$ _____ per weekly Payroll Period
 - \$ _____ per bi-weekly Payroll Period
 - \$ _____ per semi-monthly Payroll Period
 - \$ _____ per monthly Payroll Period

- Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

_____.

[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].

Non-Matching Contributions shall be made on the following basis for Class D Participants:

Class D Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

_____.

The Employer elects the following contribution formula for Class D Participants (check one):

- Year-End Contributions: A one-time Plan Year-end contribution of \$ _____ or _____ % of Compensation per Participant.
- _____ % of Compensation per Participant for each Payroll Period.

- A flat dollar amount per Pay Period as shown below **(complete as applicable)**:

\$ _____ per weekly Payroll Period
 \$ _____ per bi-weekly Payroll Period
 \$ _____ per semi-monthly Payroll Period
 \$ _____ per monthly Payroll Period

- Other Formula for Calculating Non-Matching Contributions **(must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**:

For purposes of computing non-matching contributions, "Compensation" is defined in the Plan, subject to the limits imposed by Georgia Code Section 47-1-13(b) and Internal Revenue Code Section 401(a)(17), as adjusted for cost-of-living increases under Internal Revenue Code Section 401(a)(17)(B).

The Participating Employer must monitor contributions to the Plan on behalf of a Participant to this Plan and any other 401(a) plan maintained by the Participating Employer to confirm compliance with Internal Revenue Code Section 415 and Article 5 of the Master Plan. To the extent an amendment to this Adoption Agreement is needed to satisfy the Internal Revenue Code Section 415 limit that could not otherwise be provided for in the above Sections, please complete as applicable:

COMPENSATION

Compensation Paid After Severance From Employment -- A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the

following is not completed, no post-severance payments will be included in Compensation by default):

- No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).
- For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):
 - regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
 - compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
 - post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
 - Other: _____

VESTING FOR EMPLOYER CONTRIBUTIONS

A Participating Employer may establish a vesting schedule for Employer Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

- Immediate Vesting.** No vesting schedule. Employer Contributions are 100% vested from the time credited to the Participant's Account (if this option is elected, do not complete the rest of this section).
- Cliff Vesting.** Employer Contributions are 100% vested after a Participant has been employed as an Eligible Employee for 5 years (not to exceed 5 years) (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.
- Graduated Vesting Schedule.** Employer Contributions are vested on the following graduated scale (insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years):

<u>Completed Years of Service as Eligible Employee</u>	<u>Vested %</u>
1 year	_____ %
2 years	_____ %
3 years	_____ %
4 years	_____ %
5 years	_____ 100 %

Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer (**check one**): will be will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee (**check one**): will be added together will not be added together will be added together if the Participant is reemployed with the Employer before completing a period of separation of 5 years (not to exceed 5 years).

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses; after which, any remaining forfeitures shall be allocated to Participants' Accounts.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amended Adoption Agreement (and any Addendum, if applicable) and forward the amended Adoption Agreement (and any Addendum) to the Trustees for approval. The amended Adoption Agreement (and Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses, and, if forfeitures remain, shall be allocated to Participants' accounts.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan.

The Administrator will inform the Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with the Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an opinion letter Q702380a dated June 30, 2020.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, Inc., with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia 30303. The business telephone number is: (404) 688-0472. The primary person to contact is GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

The foregoing Adoption Agreement is hereby adopted and approved on the ____ day of _____, _____, by the Augusta, Georgia Commission Council.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan or to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]

Contributions shall first be remitted as follows:

- within 15 business days after the Payroll Period ending _____, _____.
- On the following prospective date (specify a specific date): _____.

Dated: _____

By: _____

Title: _____

on behalf of the Board of Trustees



Commission Meeting

Meeting Date: March 31, 2026

Board of Election Funding Request

Department:	Board of Elections
Presenter:	W. Travis Doss, Jr.
Caption:	Motion to approve funding for the March 10, 2026 Special Election in House District 130 and the April 7, 2026 Runoff
Background:	On January 5, 2026, House District Representative Lynn Heffner resigned causing a vacancy in HD 130. The Governor sent a writ to the Secretary of State to call for a special election which was set for March 10, 2026. The election was held and now there is a runoff on April 7, 2026.
Analysis:	The election was not scheduled or budgeted. The Governor must issue the writ within 10 days of the resignation. The date of the election must be no less that 30 days but no more than 60 after the writ is issued. If no candidate receives 50% of the vote, a runoff must be held 4 weeks later.
Financial Impact:	\$95, 200 for both election and runoff. The Board of Elections used budgeted funds to cover but needs funds to cover the budgeted elections for the rest of the year.
Alternatives:	The election and runoff must be held and state provides no funding
Recommendation:	Approve the motion
Funds are available in the following accounts:	There are no funds available and must come out of contingency
<u>REVIEWED AND APPROVED BY:</u>	W. Travis Doss, Jr., Executive Director of the Board of Elections

March 10, 2026 Special Election
 April 7, 2026 Special Election
 Runoff

Budget Estimate

ITEM	March 10, 2026	April 7, 2026
Poll Worker Salary- 101014111 5112210	15,600.00	15,600.00
Employee Overtime 101014110 5113110	300.00	300.00
Testing of Equipment 101014111 5239112	4,900.00	4,900.00
Poll Pad Data Plan 101014111 5223112	600.00	600.00
Legal Ads 101014110 5233111	650.00	0.0
Custodial Pay 101014111 5239112	300.00	300.00
Advance Voting 101014111 5239112	23,000.00	7,000
Security 101014111 5239112	2,700.00	500.00
Election Night Workers, Election Day Technicians, and Delivery Crews 101014111 5239112	1,600.00	1,600.00
Building Rental 101014111 5224111	1,300.00	1,300.00
Print Shop Charges 101014110 5531111	100.00	100.00
Truck Rental 101014111 5224219	2,000.00	2,000.00
Mileage 101014110 5235110	150.00	150.00
Miscellaneous Supplies 101014111 5311110	100.00	100.00
Printing – Absentee Ballots 101014111 5234110	700.00	700.00
Food 101014111 5313110	400.00	400.00
Board Pay 101014110 5211114	2,500.00	2,500.00
Postage- Absentee/Poll Worker 101014110 5232120	200.00	50.00
TOTAL ESTIMATED COST	57,100	38,100



Commission Meeting

Meeting Date: March 31, 2026

Board of Election Funding Request

- Department:** Board of Elections
- Presenter:** W. Travis Doss, Jr.
- Caption:** Motion to approve funding for the March 10, 2026 Special Election in House District 130 and the April 7, 2026 Runoff
- Background:** On January 5, 2026, House District Representative Lynn Heffner resigned causing a vacancy in HD 130. The Governor sent a writ to the Secretary of State to call for a special election which was set for March 10, 2026. The election was held and now there is a runoff on April 7, 2026.
- Analysis:** The election was not scheduled or budgeted. The Governor must issue the writ within 10 days of the resignation. The date of the election must be no less that 30 days but no more than 60 after the writ is issued. If no candidate receives 50% of the vote, a runoff must be held 4 weeks later.
- Financial Impact:** \$95, 200 for both election and runoff. The Board of Elections used budgeted funds to cover but needs funds to cover the budgeted elections for the rest of the year.
- Alternatives:** The election and runoff must be held and state provides no funding
- Recommendation:** Approve the motion
- Funds are available in the following accounts:** There are no funds available and must come out of contingency
- REVIEWED AND APPROVED BY:** W. Travis Doss, Jr., Executive Director of the Board of Elections



Public Safety

Meeting Date: March 24, 2026

Approve agreements related to the continued operation of Augusta's Land Mobile Radio System (LMRS)

Department:	Information Technology
Presenter:	Mr. Reggie Horne, Chief Information Officer (CIO)
Caption:	Approve agreements related to the continued operation of Augusta's Land Mobile Radio System (LMRS)
Background:	Augusta built a LMRS in 2019. Since that time, the system has grown to support the daily operations and law enforcement activities of 2,441 customers. Currently the system provides daily operations for Augusta Tech, ATF, Augusta University, BOE, Blythe, Central EMS, Hephzibah Fire/Police, and Warren Baptist. Additionally, the system provides mutual aid to Columbia County, DNR, FBI, Forestry Service, Fort Gordon (Fire/Dispatch), North Augusta, Georgia State Patrol, Grovetown FD, Grovetown PD, Savannah River Site, and VA.
Analysis:	Approval of the attached agreements and contracts is necessary to document system use, monthly revenue collection, and property use.
Financial Impact:	Augusta's LMRS is operated by collecting monthly fees from system users. Use of this model has allowed Augusta to operate the LMRS for seven (7) years without requiring any additional funds.
Alternatives:	N/A
Recommendation:	Approve agreements related to the continued operation of Augusta's Land Mobile Radio System (LMRS)
Funds are available in the following accounts:	131 01 5410
<u>REVIEWED AND APPROVED BY:</u>	N/A



**Service Level Agreement (SLA)
For
Augusta, Georgia
By
Augusta Communications, Inc**

Effective Date: 1-1-2026

Document Owner:	Augusta Communications, Inc
------------------------	-----------------------------

Version

Version	Date	Description	Author
1.0	8-2-2018	Service Level Agreement	Spiro Papadopoulos
2.0	10-27-2025	Service Level Agreement	Spiro Papadopoulos
3.0	11-4-2025	Service Level Agreement	Gary Hewett

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)


Approvers	Role	Signed	Approval Date
Augusta Communications, Inc	Service Provider		
Augusta, Georgia	Customer		



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1. Agreement Overview

- a. This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Augusta Communications, Inc.(hereinafter referred to as the “Service Provider” and Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the “Customer”), for the provision of services required to support and sustain P25 radios users.
- b. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.
- c. This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.
- d. This SLA covers the period from January 1, 2026 to December 31, 2032 and will be reviewed and revised at the end of this period. Every effort will be made to give at least one hundred eighty (180) days’ notice, delivered to the individual designated to receive such notice, in writing, prior to the termination of this Agreement.

2. Goals & Objectives

- a. The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Customer(s) by the Service Provider(s).
- b. The **goal** of this Agreement is to obtain mutual agreement for the provision of service between the Service Provider(s) and Customer(s).
- c. The **objectives** of this Agreement are to:
 - Provide customer support to all Augusta Richmond County radio users on the P25 radio system
 - Perform billing for all Augusta Richmond County radio users at a negotiated rate of 20% of all fees collected on behalf of Augusta Richmond County
 - Provide an annual payment to Augusta Richmond County of fees owed minus 20%
 - Generate quarterly reports
 - Communicate specific needs and requirements
 - Appropriate notification to all radio users for scheduled maintenance
 - Schedule and conduct meetings

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Service Provider(s): Augusta Communications, Inc

Customer(s): Augusta, Georgia

4. Periodic Review

a. This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

b. The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Augusta Communications, Inc.

Review Period: Bi-Yearly (6 months)

Previous Review Date: 06-01-2025

Next Review Date: 12-01-2025

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement;

- Manned telephone support 24 hours
- Monitored email support
- Billing and payment collections
- Planned or Emergency Onsite assistance
- Monthly system reviews

5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Reasonable availability of customer representative(s) when resolving a service related incident or request.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 8:00 A.M. to 5:00 P.M. Monday – Friday
 - Calls received out of office hours will be forwarded to the answering service and best efforts will be made to answer / action the call
- Email support: Monitored 8:00 A.M. to 5:00 P.M. Monday – Friday
 - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
- Onsite assistance guaranteed within 24 hours during the business week

6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 24 hours for issues classified as **Medium** priority.
- Within 3 working days for issues classified as **Low** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

Service Provider is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

7. Miscellaneous Provisions

Failure of the Service Provider, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Customer may terminate this contract in part or in whole upon written notice to the Service Provider pursuant to this term.

Hold Harmless. Except as otherwise provided in this agreement, Service Provider shall indemnify and hold harmless Customer, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work.

Prohibition against contingent fees. Service Provider warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Service Provider for the purpose of securing business and that the Service Provider has not received any non-Customer fee related to this Agreement without the prior written consent of the Customer. For breach or violation of this warranty, the Customer shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

The law of the State of Georgia shall govern the Agreement between Customer and Service Provider with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Customer and Service Provider arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Service Provider, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

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

Service Provider acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Service Provider provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or

services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

In accordance with Chapter 10B of the Augusta, GA. Code, Service Provider agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Service Provider shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Service Provider agrees to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Service Provider shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Service Provider and/or collecting liquidated damages.

IN WITNESS WHEREOF, the Parties hereto deem this Amendment to be executed on the date that this Agreement was entered into as provided herein above.

AUGUSTA:

By: _____
Garnett L. Johnson
Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA COMMUNICATION, INC

By: _____
Spiro Papadopoulos
Consultant

Date: _____

Federal I.D. No./Tax Identification: _____





Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Augusta Communications Inc. E-Verify Number: 477693

Commodity: Service and Support

Estimated annual expenditure for the above commodity or service: \$ 21,545

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Reggie Horne Department: Information Technology Date: 12/11/25

Department Head Signature:  Date: 12-11-25

Approval Authority:  Date: 12/15/25

Administrator Approval: (required – not required)  Date: 12/18/25

COMMENTS:



Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

10/23/2025

Augusta-Richmond County
535 Telfair Street
Augusta, GA 30901

Subject: Motorola Solutions Inc. Sole Source Letter

To whom it may concern,

This letter is to acknowledge that Augusta Communications is the sole Motorola Solutions Manufactures Representative and Motorola Solutions Service Center for the Augusta-Richmond Region.

Should you have any questions about Motorola Solutions, Inc. relationship with Augusta Communications please do not hesitate to reach out to Thomas Slaughter, Georgia Area Sales Manager at 803-417-4319.

Respectfully,

Thomas Slaughter

Thomas Slaughter
Georgia Area Sales Manager
Motorola Solutions, Inc.



Reggie Horne
Chief Information Officer

Gary Hewett
Deputy Chief Information Officer

To: Andy Penick, Director, Procurement
From: Reggie Horne, Chief Information Officer
Date: December 10, 2025
Subject: Sole Source Justification

24

Please consider this a sole source justification for Augusta Communications, Inc. for the purchase of Motorola equipment, and to perform customer management for Augusta's Land Mobile Radio System (LMRS). Augusta Communications will charge 20% of the subscriber cost for non-City of Augusta customers, for billing, management and customer support.

This is a sole source request due to the fact that Augusta Communications, Inc. is the only authorized Motorola sales and service agency in this area (see attached sole source letter).

These customers are currently Motorola customers. The use of a Motorola authorized company is essential to a smooth transition and ongoing support.

Thank you for your assistance.

AUGUSTA RADIO SUBSCRIBER AGREEMENT

THIS AUGUSTA RADIO SUBSCRIBER AGREEMENT including all Attachments hereto (the "Subscriber Agreement") is entered into by and between Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta") which provides management services for a cost sharing, wide-area 800 MHz trunked voice radio system, and Augusta Tech ("Subscriber"), which will utilize the Wide-Area Radio Network. This Subscriber Agreement is subject to acceptance by Augusta. This Subscriber Agreement is effective on the date it is executed by all parties (the "Effective Date"). No additions or subtractions by Subscriber to this Subscriber Agreement are acceptable unless and until expressly agreed upon by Augusta.

WHEREAS, Augusta is the manager of the Wide-Area 800MHz Trunked Voice radio system; and

WHEREAS, Subscriber desires service on the Wide-Area Network pursuant to the terms of this Subscriber Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Augusta and Subscriber hereby agree as follows:

1. ACCEPTANCE

This document, including any attachments hereto, is an offer by Subscriber, which shall become an enforceable contract when accepted, in writing, by an authorized representative of Augusta. The banking, negotiation, and/or other use of any payment by Augusta shall not constitute an acceptance on behalf of Augusta. Further, the Parties agree that service shall only be provided based upon the terms and conditions herein. Acceptance of such service hereunder shall constitute an acceptance of these terms and conditions.

2. SERVICES AND SUBSCRIBER FEES

2.1 Subscriber has requested, and Augusta agrees to provide, the services detailed on Attachment "A," attached hereto and incorporated herein by reference. Subscriber and Augusta understand and agree that Subscriber shall load on the system the radios specified in Attachment "A" pursuant to the schedule set forth in said Attachment. All equipment to be used on said system must be approved by Augusta.

2.2 Subscriber's initial annual service fees for use of the system are detailed in Attachment "A." Augusta may revise Subscriber's current schedule of fees set forth in Attachment "A" by giving Subscriber written notice of the amount of increase at least ninety (90) calendar days in advance of the date on which the increased schedule of fees is to become effective. The new fees shall become effective on the date specified in such notice.

2.3 Billing shall commence on the first day of the calendar month after service has begun. Any partial month billing shall be prorated. Airtime charges, if any, shall be billed at the

end of each month. In the event that Subscriber does not load additional radios on the system in conformance with the schedule in Attachment "A," Subscriber nevertheless shall be responsible for and make contributions to the Wide-Area Network (and any other applicable charges) as if the additional radios were added to the system consistent with the above schedule.

2.4 Subscriber understands and agrees that any and all programming and maintenance of Subscriber equipment or other related expenses associated with the service provided to Subscriber under this Subscriber Agreement shall be the responsibility of, and paid for by, Subscriber. The Subscriber understands and agrees to purchase equipment that is compatible with current radio system operations, security, infrastructure, and software. Any incompatibility of equipment obtained by Subscriber shall be at Subscriber's sole risk, responsibility, and expense.

3. REGULATORY ISSUES

3.1 It shall be the responsibility and obligation of Subscriber to seek all approvals including federal, state, county, municipal or other governmental authority having jurisdiction over Subscriber in order to enter into this Subscriber Agreement.

3.2 Subscriber understands that, subject to the approval of the Federal Communications Commission ("FCC"), numerous entities, including, but not limited to, utilities, public safety subscribers, and special emergency subscribers, will utilize the Wide-Area Network. Subscriber agrees to use the system only in support of public safety and emergency operations, whether full time or in times of emergency, unless specifically authorized in writing by Augusta. The obligations of Augusta hereunder are contingent upon approval of any additional regulatory action required by the FCC.

3.3 Subscriber understands that, pursuant to the FCC's rules, only certain entities are qualified to utilize the Wide-Area Network. Subscriber represents and warrants that it shall meet all FCC eligibility requirements to utilize the Wide-Area Network during the term of this Subscriber Agreement. Subscriber represents, warrants, and covenants on the Effective Date of this Subscriber Agreement and throughout the term of this Subscriber Agreement that it is, and shall remain, qualified to utilize the Wide-Area Network and that it meets, and shall continue to meet, all such FCC eligibility requirements.

3.4 The Subscriber understands that the Wide-Area Network shall be operated on a shared-usage basis. The method of operation of the Wide-Area Network is that Subscriber, and others, will utilize, share the costs associated with, and share the capacity of the Wide-Area Network. Costs shall be apportioned as set forth in Section 2 above.

3.5 Subscriber understands that Augusta can discontinue service, remove one or more licenses from the Wide-Area Network, or take any other steps that Augusta reasonably believes are in the best interests of the Wide-Area Network or is necessary to comply with any federal, state, or local law, order, or directive. Any such action shall not give rise to any claim

on the part of Subscriber against Augusta.

4. TERMS

This Subscriber Agreement shall remain in full force and effect on a recurring month to month basis from the Effective Date. Unless Subscriber notifies Augusta in writing of its intent not to renew this Agreement, at least one-hundred eighty (180) calendar days prior to any potential Termination Date, this Agreement may be renewed in writing ("Renewal") with the same terms and conditions set forth herein (unless otherwise amended by the Parties) monthly. Such Renewal shall be in effect for a one (1) year term. Thereafter, this Agreement may be extended in writing for successive one (1) year periods provided that either the Subscriber or Augusta may terminate this Agreement upon written notice to the other Party one-hundred eighty (180) calendar days prior to the end of any such extension period sent by certified mail to the address indicated herein. At any time, at Augusta's sole option, this Subscriber Agreement may be terminated immediately and without notice if the frequency authorization(s) (which may be held by Subscriber, Augusta, or any other licensee) under which the Wide-Area Network operates is (are) revoked by the FCC.

5. ASSIGNMENT; SUBCONTRACT

Neither Subscriber nor Augusta may assign its rights or delegate its duties hereunder in whole or in part without the express written consent of the other Party hereto; however, it being agreed that Augusta may subcontract certain duties hereunder consistent with past practice or industry custom without the need to obtain Subscriber's consent.

6. ADDITIONAL UNITS

If Subscriber is not in default then, at any time during the term of this Subscriber Agreement or any renewal period hereof, service will be provided for additional units ordered by the Subscriber if Augusta determines that such additional service is technologically feasible. The amount of contributions required of Subscriber shall increase incrementally and accordingly pursuant to the schedule of rates for the Wide-Area Network.

7. COVENANTS OF SUBSCRIBER

Subscriber agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and (b) to operate its radios and any related equipment so as not to cause undue interference with any other subscribers using the Wide-Area Network. Subscriber recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, Augusta in its sole discretion has the right, without liability, to modify this Subscriber Agreement to comply with any such changes.

8. COVERAGE

8.1 Subscriber agrees to accept the system performance on an “as-is” or “as-provided” basis. Augusta will undertake reasonable efforts to maintain system performance once the system is constructed, optimized and tested. However, due to the fact that the system and its components are exposed to the elements and that natural and manmade forces, such as lightning and frequency interference, may impact the system, the Subscriber agrees to accept the system as provided. Augusta will make reasonable efforts to notify the Subscriber of issues that impact the operation of Subscriber, if possible.

8.2 Subscriber is solely responsible for evaluating the service of the radio system to meet its needs, independent of recommendations by Augusta. Upon request, Augusta, at its sole discretion, may make available vendor coverage predictions and maps to support Subscriber’s evaluation. System coverage prediction is based on the knowledge of the propagation of radio signals, and the ways in which they are attenuated as they travel through the atmosphere, over terrain, through trees, around buildings, and around various obstacles. Predicted coverage is dependent on many factors including, but not limited to, the following: (1) transmitter power; (2) receiver sensitivity; (3) antenna gains; (4) transmission line loss; (5) antenna height; (6) noise; (7) tree density; (8) buildings; (9) terrain variations; and (10) atmospheric conditions. Coverage is also dependent on Subscriber factors including: (1) antenna type and location; (2) radio programming; (3) battery condition of portables; (4) maintenance of the radio and (5) firmware version.

8.3 Subscriber acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of Augusta.

9. DEFAULT AND REMEDIES

9.1 If Subscriber fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) calendar days after written notice has been sent by Augusta to Subscriber, the Subscriber shall be deemed in default under this Subscriber Agreement.

9.2 In the event of default, Augusta has the right, at its option, to immediately terminate this Subscriber Agreement, retain all payments made hereunder, deny Subscriber any service provided by the radio system or systems identified herein, and/or impose a separate charge for disconnect and a separate charge for reconnect expenses, each in the same amount stated as the initial activation charge on Attachment “A.” If a disconnect takes place, Subscriber may also be subjected to additional costs incurred for reprogramming its equipment. Each and all of the rights and remedies of Augusta hereunder are cumulative to, and not in lieu of, each and every other such right and remedy specified in this Agreement and every other right and remedy afforded by law and equity.

10. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES

10.1 WITH RESPECT TO EQUIPMENT WITHIN THE SCOPE OF THIS SUBSCRIBER AGREEMENT, AUGUSTA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH SUCH EQUIPMENT OR SERVICE (WHETHER PURCHASED OR LEASED BY SUBSCRIBER FROM AUGUSTA OR A THIRD PARTY), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. AUGUSTA, TO THE EXTENT PERMITTED BY LAW, ASSIGNS TO SUBSCRIBER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO EQUIPMENT PURCHASED BY SUBSCRIBER, IF ANY, AND SUBSCRIBER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.

10.2 SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN ANY EQUIPMENT, INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT UNDER THE MANUFACTURERS' WARRANTIES AND THAT AUGUSTA, UNDER THIS SUBSCRIBER AGREEMENT, SHALL HAVE NO LIABILITY TO SUBSCRIBER IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY SUCH EQUIPMENT OR SERVICE PROVIDED HEREUNDER. WITHOUT LIMITING THE ABOVE, AUGUSTA UNDER THIS SUBSCRIBER AGREEMENT SHALL HAVE NO LIABILITY OR OBLIGATION TO SUBSCRIBER, IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY SUBSCRIBER, SUCH AS, BUT NOT LIMITED TO, CLAIMS OR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND RELATED TO ANY SUCH EQUIPMENT OR RADIO SERVICE DESCRIBED HEREIN, WHETHER OR NOT CAUSED BY AUGUSTA'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. ANY REFERENCES TO EQUIPMENT IN THIS PARAGRAPH SHALL BE DEEMED TO APPLY TO ALL EQUIPMENT PURCHASED BY SUBSCRIBER OR LEASED BY SUBSCRIBER FROM AUGUSTA, IF ANY, OR A THIRD PARTY. THIS SECTION 10.2 SHALL APPLY TO THE EXTENT ALLOWABLE UNDER GEORGIA LAW.

11. INTERRUPTION OF SERVICE; FORCE MAJEURE

Notwithstanding any other provision of this Subscriber Agreement, Augusta shall not be liable to Subscriber or any other person for any loss or damage, regardless of cause, for interruption or loss of radio service except as described in Section 12 herein below. Augusta does not assume and shall have no liability under this Subscriber Agreement for failure to

provide, or delay in providing, service due directly or indirectly to causes beyond the control of Augusta or its subcontractors, including but not restricted to, acts of God, acts of governmental entities, acts of the public enemy, terrorism, strikes, disease, or unusually severe weather conditions. In the event of any failure or delay attributable to acts or omissions of Augusta or its subcontractors, Subscriber's sole remedy shall be limited as is more fully described in Section 14 below.

12. LIMITATIONS OF LIABILITY; INDEMNIFICATION

12.1 SUBSCRIBER UNDERSTANDS AND ACKNOWLEDGES THAT (A) ALTERNATIVE MEANS OF COMMUNICATION ARE AVAILABLE TO SUBSCRIBER; (B) OCCASIONAL INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE MAY OCCUR; AND (C) ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE. THE WIDE-AREA NETWORK CANNOT PROVIDE RADIO SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH SUBSCRIBER, AND AUGUSTA DOES NOT ASSUME RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS SUBSCRIBER AGREEMENT. ACCORDINGLY, SUBSCRIBER AGREES THAT, EXCEPT AS PROVIDED BY LAW, AUGUSTA'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF ANY ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY THE WIDE- AREA NETWORK AND/OR AUGUSTA OR ANY CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF AUGUSTA OR ANY CARRIER TO MAINTAIN PROPER STANDARDS OR MAINTENANCE AND OPERATION SHALL BE AS FOLLOWS:

(i) A CREDIT ALLOWANCE, AS MORE PARTICULARLY DESCRIBED IN SUBSECTION (14)(a)(iii) BELOW, WILL BE MADE AT SUBSCRIBER'S REQUEST IN THE FORM OF A PRO-RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO SUBSCRIBER. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES PAID BY SUBSCRIBER FOR SERVICE FROM THE WIDE-AREA NETWORK.

(ii) SUCH CREDIT ALLOWANCE SHALL BE BASED UPON THE PERIOD OF TIME DURING WHICH SUCH ACTS, MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE SERVICE OR ITS TRANSMISSIONS CAUSED INTERRUPTIONS IN THE RENDERING OF THE SERVICE. ANY SUCH PERIOD OF TIME AN INTERRUPTION OCCURS SHALL BE MEASURED FROM THE TIME IT IS REPORTED TO OR DETECTED BY AUGUSTA, WHICHEVER OCCURS FIRST. IN THE EVENT SUBSCRIBER IS AFFECTED BY SUCH INTERRUPTION FOR A PERIOD OF LESS THAN FORTY-EIGHT (48) HOURS, NO SUCH ADJUSTMENT SHALL BE MADE. WHEN AN INTERRUPTION EXCEEDS FORTY-EIGHT (48) HOURS, THE LENGTH OF THE INTERRUPTION WILL BE MEASURED IN TWENTY-FOUR (24) HOUR (DAY) INTERVALS. A FRACTION OF A DAY CONSISTING OF LESS THAN TWELVE (12)

HOURS WILL NOT BE CREDITED, BUT A PERIOD OF TWELVE (12) HOURS OR MORE WILL BE CONSIDERED AN ADDITIONAL DAY.

(iii) THE CREDIT ALLOWANCE SHALL BE COMPUTED BY DIVIDING THE LENGTH OF THE SERVICE INTERRUPTION BY A STANDARD THIRTY (30) DAY MONTH AND THEN MULTIPLYING THE RESULT BY SUBSCRIBER'S FIXED MONTHLY CHARGES FOR EACH RADIO SET TO WHICH SERVICE WAS INTERRUPTED. IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES.

(iv) A CREDIT ALLOWANCE SHALL NOT BE GIVEN FOR ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTAILMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF SUBSCRIBER OR OTHER PARTIES OR ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY AUGUSTA.

(v) THE SERVICE FURNISHED BY AUGUSTA, IN ADDITION TO THE LIMITATIONS SET FORTH HEREIN ABOVE, IS ALSO SUBJECT TO THE FOLLOWING LIMITATION: THE LIABILITY OF AUGUSTA FOR LOSS OR DAMAGES ARISING OUT OF ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES OF THE UNDERLYING CARRIER, OCCURRING IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED SUBSCRIBER, THIRD PARTIES, OR THE UNDERLYING CARRIER IN FAILING TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE FIXED MONTHLY CHARGE TO THE AUTHORIZED SUBSCRIBER FOR SERVICE DURING THE PERIOD OF TIME IN WHICH SUCH ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES FURNISHED BY AUGUSTA OR THE UNDERLYING CARRIER OCCURRED.

12.2 Augusta shall not in any event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond their or any carrier's control.

12.3 Subscriber acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. Augusta shall not be liable to Subscriber for any claims, loss, damages or cost which may result from lack of privacy on the system.

12.4 Subscriber hereby agrees to be responsible for the acts and/or omissions of its officers, agents, and employees in their performance under this Subscriber Agreement.

12.5 Augusta shall not be liable for any damage, accident, injury or the like occasioned by the use of the radio service or the presence of equipment, including 800 MHz radio handsets and other devices, facsimile units, and ancillary equipment of Subscriber and/or Augusta, except as provided herein.

12.6 Augusta shall not be liable for any defacement or damage to Subscriber's motor vehicle(s) or any personal or real property resulting from the presence of 800 MHz radio and ancillary equipment.

12.7 THE LIABILITY OF AUGUSTA IN CONNECTION WITH THE SERVICE PROVIDED IS SUBJECT TO THE FOREGOING LIMITATIONS AND AUGUSTAMAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE PROVISION OF SUCH SERVICE.

12.8 This Section 12 and its subparts shall apply to the extent allowable under Georgia law.

13. NOTICES

All notices, requests, demands, communications or information which are required to be or may be given under or in connection with this Agreement shall be in writing and shall be deemed given when delivered personally or by facsimile copy (with transmission confirmed), or upon receipt (or on the date rejected or returned if not accepted) after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, directed to the Party to whom the same is so given or made at the address or facsimile number of such Party as hereinafter set forth or such other address or facsimile number as the Parties may hereinafter designate:

To Augusta:

Augusta Information Technology Department
 Attn: Reggie Horne, Interim Director
 535 Telfair Street, Building 2000
 Augusta, GA 30901
 T: (706) 821-2522
 F: (706) 821-2530

Copies to:

Augusta Information Technology Department
 Attn: Gary Hewett, Deputy Director
 535 Telfair Street, Building 2000
 Augusta, GA 30901

T: (706) 821-2522

F: (706) 821-2530

To Subscriber:

T: _____

F: _____

14. WAIVER

Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

15. GENERAL

No revision of this Subscriber Agreement, including any attachments hereto, shall be valid unless made in writing and signed by an authorized employee of Augusta, as system manager, and an authorized agent of Subscriber. This Subscriber Agreement constitutes the entire agreement between the Parties and shall supersede all prior offers, negotiations, and agreements, whether written or oral. If any provision of this Subscriber Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Subscriber Agreement shall not be affected thereby. This Subscriber Agreement is exclusively for the benefit of the Parties hereto and shall, under no circumstances, be deemed to benefit any other party whatsoever. This Subscriber Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Subscriber and Augusta have executed this Subscriber Agreement as of the Offer Acceptance Date by Augusta.

OFFER Made by:

OFFER Accepted by:

SUBSCRIBER:

AUGUSTA:

Augusta Tech

AUGUSTA, GEORGIA

By: _____

By: _____

Name: _____

Garnett L. Johnson

Title: _____

Mayor

Date: _____

Date: _____

Attest: _____

Attest: Lena J. Bonner

Name: _____

Clerk of Commission

Title: _____

ATTACHMENT A

Subscriber and Augusta acknowledge that, for purposes of this Agreement, Subscriber is receiving radio service to approximately 13 radios as of the date of this Agreement. The Parties understand and agree that, as of the date of service initiation, Subscriber shall be charged an airtime rate of \$50.60 per month per radio for services provided to all radios in service as of the service initiation date. Subscriber understands this rate is for 800 MHz TDMA Service only.

The Subscriber's anticipated service initiation date is September 12, 2025.

AUGUSTA RADIO SUBSCRIBER AGREEMENT

THIS AUGUSTA RADIO SUBSCRIBER AGREEMENT including all Attachments hereto (the "Subscriber Agreement") is entered into by and between Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta") which provides management services for a cost sharing, wide-area 800 MHz trunked voice radio system, and Board of Regents of the University System of Georgia on behalf of Augusta University ("Subscriber"), which will utilize the Wide-Area Radio Network. This Subscriber Agreement is subject to acceptance by Augusta. This Subscriber Agreement is effective on the date it is executed by all parties (the "Effective Date"). No additions or subtractions by Subscriber to this Subscriber Agreement are acceptable unless and until expressly agreed upon by Augusta.

WHEREAS, Augusta is the manager of the Wide-Area 800MHz Trunked Voice radio system; and

WHEREAS, Subscriber desires service on the Wide-Area Network pursuant to the terms of this Subscriber Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Augusta and Subscriber hereby agree as follows:

1. ACCEPTANCE

This document, including any attachments hereto, is an offer by Subscriber, which shall become an enforceable contract when accepted, in writing, by an authorized representative of Augusta. The banking, negotiation, and/or other use of any payment by Augusta shall not constitute an acceptance on behalf of Augusta. Further, the Parties agree that service shall only be provided based upon the terms and conditions herein. Acceptance of such service hereunder shall constitute an acceptance of these terms and conditions.

2. SERVICES AND SUBSCRIBER FEES

2.1 Subscriber has requested, and Augusta agrees to provide, the services detailed on Attachment "A," attached hereto and incorporated herein by reference. Subscriber and Augusta understand and agree that Subscriber shall load on the system the radios specified in Attachment "A" pursuant to the schedule set forth in said Attachment. All equipment to be used on said system must be approved by Augusta.

2.2 Subscriber's initial annual service fees for use of the system are detailed in Attachment "A." Augusta may revise Subscriber's current schedule of fees set forth in Attachment "A" by giving Subscriber written notice of the amount of increase at least ninety (90) calendar days in advance of the date on which the increased schedule of fees is to become effective. The new fees shall become effective on the date specified in such notice.

2.3 Billing shall commence on the first day of the calendar month after service has begun. Any partial month billing shall be prorated. Airtime charges, if any, shall be billed at the

end of each month. In the event that Subscriber does not load additional radios on the system in conformance with the schedule in Attachment "A," Subscriber nevertheless shall be responsible for and make contributions to the Wide-Area Network (and any other applicable charges) as if the additional radios were added to the system consistent with the above schedule.

2.4 Subscriber understands and agrees that any and all programming and maintenance of Subscriber equipment or other related expenses associated with the service provided to Subscriber under this Subscriber Agreement shall be the responsibility of, and paid for by, Subscriber. The Subscriber understands and agrees to purchase equipment that is compatible with current radio system operations, security, infrastructure, and software. Any incompatibility of equipment obtained by Subscriber shall be at Subscriber's sole risk, responsibility, and expense.

3. REGULATORY ISSUES

3.1 It shall be the responsibility and obligation of Subscriber to seek all approvals including federal, state, county, municipal or other governmental authority having jurisdiction over Subscriber in order to enter into this Subscriber Agreement.

3.2 Subscriber understands that, subject to the approval of the Federal Communications Commission ("FCC"), numerous entities, including, but not limited to, utilities, public safety subscribers, and special emergency subscribers, will utilize the Wide-Area Network. Subscriber agrees to use the system only in support of public safety and emergency operations, whether full time or in times of emergency, unless specifically authorized in writing by Augusta. The obligations of Augusta hereunder are contingent upon approval of any additional regulatory action required by the FCC.

3.3 Subscriber understands that, pursuant to the FCC's rules, only certain entities are qualified to utilize the Wide-Area Network. Subscriber represents and warrants that it shall meet all FCC eligibility requirements to utilize the Wide-Area Network during the term of this Subscriber Agreement. Subscriber represents, warrants, and covenants on the Effective Date of this Subscriber Agreement and throughout the term of this Subscriber Agreement that it is, and shall remain, qualified to utilize the Wide-Area Network and that it meets, and shall continue to meet, all such FCC eligibility requirements.

3.4 The Subscriber understands that the Wide-Area Network shall be operated on a shared-usage basis. The method of operation of the Wide-Area Network is that Subscriber, and others, will utilize, share the costs associated with, and share the capacity of the Wide-Area Network. Costs shall be apportioned as set forth in Section 2 above.

3.5 Subscriber understands that Augusta can discontinue service, remove one or more licenses from the Wide-Area Network, or take any other steps that Augusta reasonably believes are in the best interests of the Wide-Area Network or is necessary to comply with any federal, state, or local law, order, or directive. Any such action shall not give rise to any claim

on the part of Subscriber against Augusta.

4. TERMS

This Subscriber Agreement shall remain in full force and effect for a one (1) year term, subject to any prospective renewals. If Subscriber does not intend to renew this Agreement, Subscriber must notify Augusta, in writing of such intent at least (90) days prior to the end of the current one (1) year term.

Unless Subscriber notifies Augusta in writing of its intent not to renew this Agreement, at least ninety (90) days prior to any potential Termination Date, this Agreement shall be renewed with the same terms and conditions set forth herein (unless otherwise amended by the Parties), subject to funding. Such Renewal shall be in effect for a one (1) year term. Thereafter, this Agreement may be extended in writing for successive one (1) year periods for a maximum of three (3) additional years provided that either the Subscriber or Augusta may terminate this Agreement upon written notice to the other Party one-hundred eighty (180) calendar days prior to the intended early termination date of any such extension period, sent by certified mail to the address indicated herein. At any time, at Augusta's sole option, this Subscriber Agreement may be terminated immediately and without notice if the frequency authorization(s) (which may be held by Subscriber, Augusta, or any other licensee) under which the Wide-Area Network operates is (are) revoked by the FCC.

5. ASSIGNMENT; SUBCONTRACT

Neither Subscriber nor Augusta may assign its rights or delegate its duties hereunder in whole or in part without the express written consent of the other Party hereto; however, it being agreed that Augusta may subcontract certain duties hereunder consistent with past practice or industry custom without the need to obtain Subscriber's consent.

6. ADDITIONAL UNITS

If Subscriber is not in default then, at any time during the term of this Subscriber Agreement or any renewal period hereof, service will be provided for additional units ordered by the Subscriber if Augusta determines that such additional service is technologically feasible. The amount of contributions required of Subscriber shall increase incrementally and accordingly pursuant to the schedule of rates for the Wide-Area Network.

7. COVENANTS OF SUBSCRIBER

Subscriber agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and (b) to operate its radios and any related equipment so as not to cause undue interference with any other subscribers using the Wide-Area Network. Subscriber recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that,

accordingly, Augusta in its sole discretion has the right, without liability, to modify this Subscriber Agreement to comply with any such changes.

8. COVERAGE

8.1 Subscriber agrees to accept the system performance on an “as-is” or “as-provided” basis. Augusta will undertake reasonable efforts to maintain system performance once the system is constructed, optimized and tested. However, due to the fact that the system and its components are exposed to the elements and that natural and manmade forces, such as lightning and frequency interference, may impact the system, the Subscriber agrees to accept the system as provided. Augusta will make reasonable efforts to notify the Subscriber of issues that impact the operation of Subscriber, if possible.

8.2 Subscriber is solely responsible for evaluating the service of the radio system to meet its needs, independent of recommendations by Augusta. Upon request, Augusta, at its sole discretion, may make available vendor coverage predictions and maps to support Subscriber’s evaluation. System coverage prediction is based on the knowledge of the propagation of radio signals, and the ways in which they are attenuated as they travel through the atmosphere, over terrain, through trees, around buildings, and around various obstacles. Predicted coverage is dependent on many factors including, but not limited to, the following: (1) transmitter power; (2) receiver sensitivity; (3) antenna gains; (4) transmission line loss; (5) antenna height; (6) noise; (7) tree density; (8) buildings; (9) terrain variations; and (10) atmospheric conditions. Coverage is also dependent on Subscriber factors including: (1) antenna type and location; (2) radio programming; (3) battery condition of portables; (4) maintenance of the radio and (5) firmware version.

8.3 Subscriber acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of Augusta.

9. DEFAULT AND REMEDIES

9.1 If Subscriber fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) calendar days after written notice has been sent by Augusta to Subscriber, the Subscriber shall be deemed in default under this Subscriber Agreement.

9.2 In the event of default, Augusta has the right, at its option, to immediately terminate this Subscriber Agreement, retain all payments made hereunder, deny Subscriber any service provided by the radio system or systems identified herein, and/or impose a separate charge for disconnect and a separate charge for reconnect expenses, each in the same amount stated as the initial activation charge on Attachment “A.” If a disconnect takes place, Subscriber

may also be subjected to additional costs incurred for reprogramming its equipment. Each and all of the rights and remedies of Augusta hereunder are cumulative to, and not in lieu of, each and every other such right and remedy specified in this Agreement and every other right and remedy afforded by law and equity.

10. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES

10.1 WITH RESPECT TO EQUIPMENT WITHIN THE SCOPE OF THIS SUBSCRIBER AGREEMENT, AUGUSTA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH SUCH EQUIPMENT OR SERVICE (WHETHER PURCHASED OR LEASED BY SUBSCRIBER FROM AUGUSTA OR A THIRD PARTY), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. AUGUSTA, TO THE EXTENT PERMITTED BY LAW, ASSIGNS TO SUBSCRIBER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO EQUIPMENT PURCHASED BY SUBSCRIBER, IF ANY, AND SUBSCRIBER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.

10.2 SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN ANY EQUIPMENT, INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT UNDER THE MANUFACTURERS' WARRANTIES AND THAT AUGUSTA, UNDER THIS SUBSCRIBER AGREEMENT, SHALL HAVE NO LIABILITY TO SUBSCRIBER IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY SUCH EQUIPMENT OR SERVICE PROVIDED HEREUNDER. WITHOUT LIMITING THE ABOVE, AUGUSTA UNDER THIS SUBSCRIBER AGREEMENT SHALL HAVE NO LIABILITY OR OBLIGATION TO SUBSCRIBER, IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY SUBSCRIBER, SUCH AS, BUT NOT LIMITED TO, CLAIMS OR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND RELATED TO ANY SUCH EQUIPMENT OR RADIO SERVICE DESCRIBED HEREIN, WHETHER OR NOT CAUSED BY AUGUSTA'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. ANY REFERENCES TO EQUIPMENT IN THIS PARAGRAPH SHALL BE DEEMED TO APPLY TO ALL EQUIPMENT PURCHASED BY SUBSCRIBER OR LEASED BY SUBSCRIBER FROM AUGUSTA, IF ANY, OR A THIRD PARTY. THIS SECTION 10.2 SHALL APPLY TO THE EXTENT ALLOWABLE UNDER GEORGIA LAW.

11. INTERRUPTION OF SERVICE; FORCE MAJEURE

Notwithstanding any other provision of this Subscriber Agreement, Augusta shall not be liable to Subscriber or any other person for any loss or damage, regardless of cause, for interruption or loss of radio service except as described in Section 12 herein below. Augusta does not assume and shall have no liability under this Subscriber Agreement for failure to

provide, or delay in providing, service due directly or indirectly to causes beyond the control of Augusta or its subcontractors, including but not restricted to, acts of God, acts of governmental entities, acts of the public enemy, terrorism, strikes, disease, or unusually severe weather conditions. In the event of any failure or delay attributable to acts or omissions of Augusta or its subcontractors, Subscriber's sole remedy shall be limited as is more fully described in Section 12 below.

12. LIMITATIONS OF LIABILITY; INDEMNIFICATION

12.1 SUBSCRIBER UNDERSTANDS AND ACKNOWLEDGES THAT (A) ALTERNATIVE MEANS OF COMMUNICATION ARE AVAILABLE TO SUBSCRIBER; (B) OCCASIONAL INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE MAY OCCUR; AND (C) ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE. THE WIDE-AREA NETWORK CANNOT PROVIDE RADIO SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH SUBSCRIBER, AND AUGUSTA DOES NOT ASSUME RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS SUBSCRIBER AGREEMENT. ACCORDINGLY, SUBSCRIBER AGREES THAT, EXCEPT AS PROVIDED BY LAW, AUGUSTA'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF ANY ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY THE WIDE- AREA NETWORK AND/OR AUGUSTA OR ANY CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF AUGUSTA OR ANY CARRIER TO MAINTAIN PROPER STANDARDS OR MAINTENANCE AND OPERATION SHALL BE AS FOLLOWS:

(i) A CREDIT ALLOWANCE, AS MORE PARTICULARLY DESCRIBED IN SUBSECTION (12.1)(iii) BELOW, WILL BE MADE AT SUBSCRIBER'S REQUEST IN THE FORM OF A PRO-RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO SUBSCRIBER. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES PAID BY SUBSCRIBER FOR SERVICE FROM THE WIDE-AREA NETWORK.

(ii) SUCH CREDIT ALLOWANCE SHALL BE BASED UPON THE PERIOD OF TIME DURING WHICH SUCH ACTS, MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE SERVICE OR ITS TRANSMISSIONS CAUSED INTERRUPTIONS IN THE RENDERING OF THE SERVICE. ANY SUCH PERIOD OF TIME AN INTERRUPTION OCCURS SHALL BE MEASURED FROM THE TIME IT IS REPORTED TO OR DETECTED BY AUGUSTA, WHICHEVER OCCURS FIRST. IN THE EVENT SUBSCRIBER IS AFFECTED BY SUCH INTERRUPTION FOR A PERIOD OF LESS THAN FORTY-EIGHT (48) HOURS, NO SUCH ADJUSTMENT SHALL BE MADE. WHEN AN INTERRUPTION EXCEEDS FORTY-EIGHT (48) HOURS, THE LENGTH OF THE INTERRUPTION WILL BE MEASURED IN TWENTY-FOUR (24) HOUR (DAY) INTERVALS. A FRACTION OF A DAY CONSISTING OF LESS THAN TWELVE (12)

HOURS WILL NOT BE CREDITED, BUT A PERIOD OF TWELVE (12) HOURS OR MORE WILL BE CONSIDERED AN ADDITIONAL DAY.

(iii) THE CREDIT ALLOWANCE SHALL BE COMPUTED BY DIVIDING THE LENGTH OF THE SERVICE INTERRUPTION BY A STANDARD THIRTY (30) DAY MONTH AND THEN MULTIPLYING THE RESULT BY SUBSCRIBER'S FIXED MONTHLY CHARGES FOR EACH RADIO SET TO WHICH SERVICE WAS INTERRUPTED. IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES.

(iv) A CREDIT ALLOWANCE SHALL NOT BE GIVEN FOR ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTAILMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF SUBSCRIBER OR OTHER PARTIES OR ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY AUGUSTA.

(v) THE SERVICE FURNISHED BY AUGUSTA, IN ADDITION TO THE LIMITATIONS SET FORTH HEREIN ABOVE, IS ALSO SUBJECT TO THE FOLLOWING LIMITATION: THE LIABILITY OF AUGUSTA FOR LOSS OR DAMAGES ARISING OUT OF ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES OF THE UNDERLYING CARRIER, OCCURRING IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED SUBSCRIBER, THIRD PARTIES, OR THE UNDERLYING CARRIER IN FAILING TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE FIXED MONTHLY CHARGE TO THE AUTHORIZED SUBSCRIBER FOR SERVICE DURING THE PERIOD OF TIME IN WHICH SUCH ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES FURNISHED BY AUGUSTA OR THE UNDERLYING CARRIER OCCURRED.

12.2 Augusta shall not in any event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond their or any carrier's control.

12.3 Subscriber acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. Augusta shall not be liable to Subscriber for any claims, loss, damages or cost which may result from lack of privacy on the system.

12.4 Augusta shall not be responsible for the acts and/or omissions of Subscriber, its officers, agents, and employees in their performance under this Subscriber Agreement.

12.5 Augusta shall not be liable for any damage, accident, injury or the like occasioned by the use of the radio service or the presence of equipment, including 800 MHz radio handsets and other devices, facsimile units, and ancillary equipment of Subscriber and/or Augusta, except as provided herein.

12.6 Augusta shall not be liable for any defacement or damage to Subscriber's motor vehicle(s) or any personal or real property resulting from the presence of 800 MHz radio and ancillary equipment.

12.7 AUGUSTAMAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE PROVISION OF SUCH SERVICE.

12.8 This Section 12 and its subparts shall apply to the extent allowable under Georgia law.

13. NOTICES

All notices, requests, demands, communications or information which are required to be or may be given under or in connection with this Agreement shall be in writing and shall be deemed given when delivered personally or by facsimile copy (with transmission confirmed), or upon receipt (or on the date rejected or returned if not accepted) after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, directed to the Party to whom the same is so given or made at the address or facsimile number of such Party as hereinafter set forth or such other address or facsimile number as the Parties may hereinafter designate:

To Augusta:

Augusta Information Technology Department
 Attn: Reggie Horne, Director
 535 Telfair Street, Building 2000
 Augusta, GA 30901
 T: (706) 821-2522
 F: (706) 821-2530

Copies to:

Augusta Information Technology Department
 Attn: Gary Hewett, Deputy Director
 535 Telfair Street, Building 2000
 Augusta, GA 30901
 T: (706) 821-2522
 F: (706) 821-2530

To Subscriber:

Augusta University Police Department

524 15th Street

Augusta, GA 30912

T: (706) 721-2911

F: (706) 721-1255

14. WAIVER

Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

15. GENERAL

No revision of this Subscriber Agreement, including any attachments hereto, shall be valid unless made in writing and signed by an authorized employee of Augusta, as system manager, and an authorized agent of Subscriber. This Subscriber Agreement constitutes the entire agreement between the Parties and shall supersede all prior offers, negotiations, and agreements, whether written or oral. If any provision of this Subscriber Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Subscriber Agreement shall not be affected thereby. This Subscriber Agreement is exclusively for the benefit of the Parties hereto and shall, under no circumstances, be deemed to benefit any other party whatsoever. This Subscriber Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. The law of the State of Georgia shall govern this agreement between Augusta and Subscriber with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Augusta and Subscriber arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Subscriber, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Subscriber and Augusta have executed this Subscriber Agreement as of the Offer Acceptance Date by Augusta.

OFFER Made by:

OFFER Accepted by:

SUBSCRIBER:

AUGUSTA:

Board of Regents of the University System of Georgia on behalf of Augusta University

AUGUSTA, GEORGIA

By: _____
Name: Yvonne Turner, CPM, CCP

By: _____
Garnett L. Johnson

Title: Executive Vice President for Finance and Administration & Chief Business Officer _____
Date: _____

Mayor
Date: _____

Attest: _____
Name: _____
Title: _____

Attest: Lena J. Bonner
Clerk of Commission

ATTACHMENT A

Subscriber and Augusta acknowledge that, for purposes of this Agreement, Subscriber is receiving radio service to approximately 128 radios as of the date of this Agreement. The Parties understand and agree that, as of the date of service initiation, Subscriber shall be charged an airtime rate of \$50.60 per month per radio for services provided to all radios in service as of the service initiation date. Subscriber understands this rate is for 800 MHz TDMA Service only.

The Subscriber's anticipated service initiation date is August 20, 2025.

AUGUSTA RADIO SUBSCRIBER AGREEMENT

THIS AUGUSTA RADIO SUBSCRIBER AGREEMENT including all Attachments hereto (the "Subscriber Agreement") is entered into by and between Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta") which provides management services for a cost sharing, wide-area 800 MHz trunked voice radio system, and Richmond County Board of Education ("Subscriber"), which will utilize the Wide-Area Radio Network. This Subscriber Agreement is subject to acceptance by Augusta. This Subscriber Agreement is effective on the date it is executed by all parties (the "Effective Date"). No additions or subtractions by Subscriber to this Subscriber Agreement are acceptable unless and until expressly agreed upon by Augusta.

WHEREAS, Augusta is the manager of the Wide-Area 800MHz Trunked Voice radio system; and

WHEREAS, Subscriber desires service on the Wide-Area Network pursuant to the terms of this Subscriber Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Augusta and Subscriber hereby agree as follows:

1. ACCEPTANCE

This document, including any attachments hereto, is an offer by Subscriber, which shall become an enforceable contract when accepted, in writing, by an authorized representative of Augusta. The banking, negotiation, and/or other use of any payment by Augusta shall not constitute an acceptance on behalf of Augusta. Further, the Parties agree that service shall only be provided based upon the terms and conditions herein. Acceptance of such service hereunder shall constitute an acceptance of these terms and conditions.

2. SERVICES AND SUBSCRIBER FEES

2.1 Subscriber has requested, and Augusta agrees to provide, the services detailed on Attachment "A," attached hereto and incorporated herein by reference. Subscriber and Augusta understand and agree that Subscriber shall load on the system the radios specified in Attachment "A" pursuant to the schedule set forth in said Attachment. All equipment to be used on said system must be approved by Augusta.

2.2 Subscriber's initial annual service fees for use of the system are detailed in Attachment "A." Augusta may revise Subscriber's current schedule of fees set forth in Attachment "A" by giving Subscriber written notice of the amount of increase at least ninety (90) calendar days in advance of the date on which the increased schedule of fees is to become effective. The new fees shall become effective on the date specified in such notice.

2.3 Billing shall commence on the first day of the calendar month after service has begun. Any partial month billing shall be prorated. Airtime charges, if any, shall be billed at the

end of each month. In the event that Subscriber does not load additional radios on the system in conformance with the schedule in Attachment "A," Subscriber nevertheless shall be responsible for and make contributions to the Wide-Area Network (and any other applicable charges) as if the additional radios were added to the system consistent with the above schedule.

2.4 Subscriber understands and agrees that any and all programming and maintenance of Subscriber equipment or other related expenses associated with the service provided to Subscriber under this Subscriber Agreement shall be the responsibility of, and paid for by, Subscriber. The Subscriber understands and agrees to purchase equipment that is compatible with current radio system operations, security, infrastructure, and software. Any incompatibility of equipment obtained by Subscriber shall be at Subscriber's sole risk, responsibility, and expense.

3. REGULATORY ISSUES

3.1 It shall be the responsibility and obligation of Subscriber to seek all approvals including federal, state, county, municipal or other governmental authority having jurisdiction over Subscriber in order to enter into this Subscriber Agreement.

3.2 Subscriber understands that, subject to the approval of the Federal Communications Commission ("FCC"), numerous entities, including, but not limited to, utilities, public safety subscribers, and special emergency subscribers, will utilize the Wide-Area Network. Subscriber agrees to use the system only in support of public safety and emergency operations, whether full time or in times of emergency, unless specifically authorized in writing by Augusta. The obligations of Augusta hereunder are contingent upon approval of any additional regulatory action required by the FCC.

3.3 Subscriber understands that, pursuant to the FCC's rules, only certain entities are qualified to utilize the Wide-Area Network. Subscriber represents and warrants that it shall meet all FCC eligibility requirements to utilize the Wide-Area Network during the term of this Subscriber Agreement. Subscriber represents, warrants, and covenants on the Effective Date of this Subscriber Agreement and throughout the term of this Subscriber Agreement that it is, and shall remain, qualified to utilize the Wide-Area Network and that it meets, and shall continue to meet, all such FCC eligibility requirements.

3.4 The Subscriber understands that the Wide-Area Network shall be operated on a shared-usage basis. The method of operation of the Wide-Area Network is that Subscriber, and others, will utilize, share the costs associated with, and share the capacity of the Wide-Area Network. Costs shall be apportioned as set forth in Section 2 above.

3.5 Subscriber understands that Augusta can discontinue service, remove one or more licenses from the Wide-Area Network, or take any other steps that Augusta reasonably believes are in the best interests of the Wide-Area Network or is necessary to comply with any federal, state, or local law, order, or directive. Any such action shall not give rise to any claim

on the part of Subscriber against Augusta.

4. TERMS

This Subscriber Agreement shall remain in full force and effect on a recurring month to month basis from the Effective Date. Unless Subscriber notifies Augusta in writing of its intent not to renew this Agreement, at least one-hundred eighty (180) calendar days prior to any potential Termination Date, this Agreement may be renewed in writing ("Renewal") with the same terms and conditions set forth herein (unless otherwise amended by the Parties) monthly. Such Renewal shall be in effect for a one (1) year term. Thereafter, this Agreement may be extended in writing for successive one (1) year periods provided that either the Subscriber or Augusta may terminate this Agreement upon written notice to the other Party one-hundred eighty (180) calendar days prior to the end of any such extension period sent by certified mail to the address indicated herein. At any time, at Augusta's sole option, this Subscriber Agreement may be terminated immediately and without notice if the frequency authorization(s) (which may be held by Subscriber, Augusta, or any other licensee) under which the Wide-Area Network operates is (are) revoked by the FCC. Pursuant to O.C.G.A. § 20-2-506, notwithstanding any other provision herein, this Subscriber Agreement shall terminate absolutely and without further obligation on behalf of the Subscriber at the close of each calendar year in which it was executed and at the close of each successive calendar year for which it may be renewed provided thirty (30) days prior written notice is given by the Subscriber to the vendor prior to the end of such calendar year. In addition, this Subscriber Agreement shall terminate immediately and absolutely at such time that appropriated and otherwise obligated funds are no longer available to satisfy the obligation of the Subscriber under the contract. This contract shall be deemed to obligate the Subscriber for the sums payable during the calendar year the agreement was executed or in the event of a renewal by the Subscriber for those sums payable at the end of any renewed calendar year. The Subscriber Agreement shall be deemed to have been automatically renewed for each applicable calendar year, not to exceed the initial term of contract, unless positive action is taken by the Subscriber to terminate such contract herein as set forth.

5. ASSIGNMENT; SUBCONTRACT

Neither Subscriber nor Augusta may assign its rights or delegate its duties hereunder in whole or in part without the express written consent of the other Party hereto; however, it being agreed that Augusta may subcontract certain duties hereunder consistent with past practice or industry custom without the need to obtain Subscriber's consent.

6. ADDITIONAL UNITS

If Subscriber is not in default then, at any time during the term of this Subscriber Agreement or any renewal period hereof, service will be provided for additional units ordered by the Subscriber if Augusta determines that such additional service is technologically feasible. The amount of contributions required of Subscriber shall increase incrementally and accordingly pursuant to the schedule of rates for the Wide-Area Network.

7. COVENANTS OF SUBSCRIBER

Subscriber agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and (b) to operate its radios and any related equipment so as not to cause undue interference with any other subscribers using the Wide-Area Network. Subscriber recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, Augusta in its sole discretion has the right, without liability, to modify this Subscriber Agreement to comply with any such changes.

8. COVERAGE

8.1 Subscriber agrees to accept the system performance on an “as-is” or “as-provided” basis. Augusta will undertake reasonable efforts to maintain system performance once the system is constructed, optimized and tested. However, due to the fact that the system and its components are exposed to the elements and that natural and manmade forces, such as lightning and frequency interference, may impact the system, the Subscriber agrees to accept the system as provided. Augusta will make reasonable efforts to notify the Subscriber of issues that impact the operation of Subscriber, if possible.

8.2 Subscriber is solely responsible for evaluating the service of the radio system to meet its needs, independent of recommendations by Augusta. Upon request, Augusta, at its sole discretion, may make available vendor coverage predictions and maps to support Subscriber’s evaluation. System coverage prediction is based on the knowledge of the propagation of radio signals, and the ways in which they are attenuated as they travel through the atmosphere, over terrain, through trees, around buildings, and around various obstacles. Predicted coverage is dependent on many factors including, but not limited to, the following: (1) transmitter power; (2) receiver sensitivity; (3) antenna gains; (4) transmission line loss; (5) antenna height; (6) noise; (7) tree density; (8) buildings; (9) terrain variations; and (10) atmospheric conditions. Coverage is also dependent on Subscriber factors including: (1) antenna type and location; (2) radio programming; (3) battery condition of portables; (4) maintenance of the radio and (5) firmware version.

8.3 Subscriber acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of Augusta.

9. DEFAULT AND REMEDIES

9.1 If Subscriber fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15)

calendar days after written notice has been sent by Augusta to Subscriber, the Subscriber shall be deemed in default under this Subscriber Agreement.

9.2 In the event of default, Augusta has the right, at its option, to immediately terminate this Subscriber Agreement, retain all payments made hereunder, deny Subscriber any service provided by the radio system or systems identified herein, and/or impose a separate charge for disconnect and a separate charge for reconnect expenses, each in the same amount stated as the initial activation charge on Attachment "A." If a disconnect takes place, Subscriber may also be subjected to additional costs incurred for reprogramming its equipment. Each and all of the rights and remedies of Augusta hereunder are cumulative to, and not in lieu of, each and every other such right and remedy specified in this Agreement and every other right and remedy afforded by law and equity.

10. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES

10.1 WITH RESPECT TO EQUIPMENT WITHIN THE SCOPE OF THIS SUBSCRIBER AGREEMENT, AUGUSTA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH SUCH EQUIPMENT OR SERVICE (WHETHER PURCHASED OR LEASED BY SUBSCRIBER FROM AUGUSTA OR A THIRD PARTY), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. AUGUSTA, TO THE EXTENT PERMITTED BY LAW, ASSIGNS TO SUBSCRIBER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO EQUIPMENT PURCHASED BY SUBSCRIBER, IF ANY, AND SUBSCRIBER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.

10.2 SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN ANY EQUIPMENT, INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT UNDER THE MANUFACTURERS' WARRANTIES AND THAT AUGUSTA, UNDER THIS SUBSCRIBER AGREEMENT, SHALL HAVE NO LIABILITY TO SUBSCRIBER IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY SUCH EQUIPMENT OR SERVICE PROVIDED HEREUNDER. WITHOUT LIMITING THE ABOVE, AUGUSTA UNDER THIS SUBSCRIBER AGREEMENT SHALL HAVE NO LIABILITY OR OBLIGATION TO SUBSCRIBER, IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY SUBSCRIBER, SUCH AS, BUT NOT LIMITED TO, CLAIMS OR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND RELATED TO ANY SUCH EQUIPMENT OR RADIO SERVICE DESCRIBED HEREIN, WHETHER OR NOT CAUSED BY AUGUSTA'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. ANY REFERENCES TO EQUIPMENT IN THIS PARAGRAPH SHALL BE DEEMED TO APPLY TO ALL EQUIPMENT PURCHASED BY SUBSCRIBER OR LEASED BY SUBSCRIBER FROM AUGUSTA, IF ANY, OR A THIRD PARTY. THIS SECTION 10.2 SHALL APPLY TO THE EXTENT ALLOWABLE UNDER GEORGIA LAW.

11. INTERRUPTION OF SERVICE; FORCE MAJEURE

Notwithstanding any other provision of this Subscriber Agreement, Augusta shall not be liable to Subscriber or any other person for any loss or damage, regardless of cause, for interruption or loss of radio service except as described in Section 12 herein below. Augusta does not assume and shall have no liability under this Subscriber Agreement for failure to

provide, or delay in providing, service due directly or indirectly to causes beyond the control of Augusta or its subcontractors, including but not restricted to, acts of God, acts of governmental entities, acts of the public enemy, terrorism, strikes, disease, or unusually severe weather conditions. In the event of any failure or delay attributable to acts or omissions of Augusta or its subcontractors, Subscriber's sole remedy shall be limited as is more fully described in Section 14 below.

12. LIMITATIONS OF LIABILITY; INDEMNIFICATION

12.1 SUBSCRIBER UNDERSTANDS AND ACKNOWLEDGES THAT (A) ALTERNATIVE MEANS OF COMMUNICATION ARE AVAILABLE TO SUBSCRIBER; (B) OCCASIONAL INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE MAY OCCUR; AND (C) ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE. THE WIDE-AREA NETWORK CANNOT PROVIDE RADIO SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH SUBSCRIBER, AND AUGUSTA DOES NOT ASSUME RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS SUBSCRIBER AGREEMENT. ACCORDINGLY, SUBSCRIBER AGREES THAT, EXCEPT AS PROVIDED BY LAW, AUGUSTA'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF ANY ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY THE WIDE- AREA NETWORK AND/OR AUGUSTA OR ANY CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF AUGUSTA OR ANY CARRIER TO MAINTAIN PROPER STANDARDS OR MAINTENANCE AND OPERATION SHALL BE AS FOLLOWS:

(i) A CREDIT ALLOWANCE, AS MORE PARTICULARLY DESCRIBED IN SUBSECTION (14)(a)(iii) BELOW, WILL BE MADE AT SUBSCRIBER'S REQUEST IN THE FORM OF A PRO-RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO SUBSCRIBER. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES PAID BY SUBSCRIBER FOR SERVICE FROM THE WIDE-AREA NETWORK.

(ii) SUCH CREDIT ALLOWANCE SHALL BE BASED UPON THE PERIOD OF TIME DURING WHICH SUCH ACTS, MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE SERVICE OR ITS TRANSMISSIONS CAUSED INTERRUPTIONS IN THE RENDERING OF THE SERVICE. ANY SUCH PERIOD OF TIME AN INTERRUPTION OCCURS SHALL BE MEASURED FROM THE TIME IT IS REPORTED TO OR DETECTED BY AUGUSTA, WHICHEVER OCCURS FIRST. IN THE EVENT SUBSCRIBER IS AFFECTED BY SUCH INTERRUPTION FOR A PERIOD OF LESS THAN FORTY-EIGHT (48) HOURS, NO SUCH ADJUSTMENT SHALL BE MADE. WHEN AN INTERRUPTION EXCEEDS FORTY-EIGHT (48) HOURS, THE LENGTH OF THE INTERRUPTION WILL BE MEASURED IN TWENTY-FOUR (24) HOUR (DAY) INTERVALS. A FRACTION OF A DAY CONSISTING OF LESS THAN TWELVE (12)

HOURS WILL NOT BE CREDITED, BUT A PERIOD OF TWELVE (12) HOURS OR MORE WILL BE CONSIDERED AN ADDITIONAL DAY.

(iii) THE CREDIT ALLOWANCE SHALL BE COMPUTED BY DIVIDING THE LENGTH OF THE SERVICE INTERRUPTION BY A STANDARD THIRTY (30) DAY MONTH AND THEN MULTIPLYING THE RESULT BY SUBSCRIBER'S FIXED MONTHLY CHARGES FOR EACH RADIO SET TO WHICH SERVICE WAS INTERRUPTED. IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES.

(iv) A CREDIT ALLOWANCE SHALL NOT BE GIVEN FOR ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTAILMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF SUBSCRIBER OR OTHER PARTIES OR ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY AUGUSTA.

(v) THE SERVICE FURNISHED BY AUGUSTA, IN ADDITION TO THE LIMITATIONS SET FORTH HEREIN ABOVE, IS ALSO SUBJECT TO THE FOLLOWING LIMITATION: THE LIABILITY OF AUGUSTA FOR LOSS OR DAMAGES ARISING OUT OF ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES OF THE UNDERLYING CARRIER, OCCURRING IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED SUBSCRIBER, THIRD PARTIES, OR THE UNDERLYING CARRIER IN FAILING TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE FIXED MONTHLY CHARGE TO THE AUTHORIZED SUBSCRIBER FOR SERVICE DURING THE PERIOD OF TIME IN WHICH SUCH ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES FURNISHED BY AUGUSTA OR THE UNDERLYING CARRIER OCCURRED.

12.2 Augusta shall not in any event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond their or any carrier's control.

12.3 Subscriber acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. Augusta shall not be liable to Subscriber for any claims, loss, damages or cost which may result from lack of privacy on the system.

12.4 Subscriber hereby agrees to be responsible for the acts and/or omissions of its officers, agents, and employees in their performance under this Subscriber Agreement.

12.5 Augusta shall not be liable for any damage, accident, injury or the like occasioned by the use of the radio service or the presence of equipment, including 800 MHz radio handsets and other devices, facsimile units, and ancillary equipment of Subscriber and/or Augusta, except as provided herein.

12.6 Augusta shall not be liable for any defacement or damage to Subscriber's motor vehicle(s) or any personal or real property resulting from the presence of 800 MHz radio and ancillary equipment.

12.7 THE LIABILITY OF AUGUSTA IN CONNECTION WITH THE SERVICE PROVIDED IS SUBJECT TO THE FOREGOING LIMITATIONS AND AUGUSTA MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE PROVISION OF SUCH SERVICE.

12.8 This Section 12 and its subparts shall apply to the extent allowable under Georgia law.

13. NOTICES

All notices, requests, demands, communications or information which are required to be or may be given under or in connection with this Agreement shall be in writing and shall be deemed given when delivered personally or by facsimile copy (with transmission confirmed), or upon receipt (or on the date rejected or returned if not accepted) after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, directed to the Party to whom the same is so given or made at the address or facsimile number of such Party as hereinafter set forth or such other address or facsimile number as the Parties may hereinafter designate:

To Augusta:

Augusta Information Technology Department
 Attn: Reggie Horne, Director
 535 Telfair Street, Building 2000
 Augusta, GA 30901
 T: (706) 821-2522
 F: (706) 821-2530

Copies to:

Augusta Information Technology Department
 Attn: Gary Hewett, Deputy Director
 535 Telfair Street, Building 2000
 Augusta, GA 30901

T: (706) 821-2522
F: (706) 821-2530

To Subscriber:

Mr. Marcus Allen, Deputy Superintendent
Richmond County School System
864 Broad Street
Augusta, GA 30909

T: 706-826-1125
E: allenma@boe.richmond.k12.ga.us

14 WAIVER

Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

15 GENERAL

No revision of this Subscriber Agreement, including any attachments hereto, shall be valid unless made in writing and signed by an authorized employee of Augusta, as system manager, and an authorized agent of Subscriber. This Subscriber Agreement constitutes the entire agreement between the Parties and shall supersede all prior offers, negotiations, and agreements, whether written or oral. If any provision of this Subscriber Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Subscriber Agreement shall not be affected thereby. This Subscriber Agreement is exclusively for the benefit of the Parties hereto and shall, under no circumstances, be deemed to benefit any other party whatsoever. The law of the State of Georgia shall govern this agreement between Augusta and Subscriber with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Augusta and Subscriber arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Subscriber, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Subscriber and Augusta have executed this Subscriber Agreement as of the Offer Acceptance Date by Augusta.

OFFER Made by:

OFFER Accepted by:

SUBSCRIBER:

AUGUSTA:

Richmond County Board of Education

AUGUSTA, GEORGIA

By: Malinda Cobb
Name: Malinda Cobb

By: _____
Garnett L. Johnson

Title: Superintendent
Date: 9-12-25

Mayor
Date: _____

Attest: _____
Name: _____
Title: _____

Attest: Lena J. Bonner
Clerk of Commission

APPROVED / legal
BY: KPB DATE: 9-11-2025

ATTACHMENT A

Subscriber and Augusta acknowledge that, for purposes of this Agreement, Subscriber is receiving radio service to approximately 52 radios as of the date of this Agreement. The Parties understand and agree that, as of the date of service initiation, Subscriber shall be charged an airtime rate of \$50.60 per month per radio for services provided to all radios in service as of the service initiation date. Subscriber understands this rate is for 800 MHz TDMA Service only.

The Subscriber's anticipated service initiation date is September 12, 2025.

AUGUSTA RADIO SUBSCRIBER AGREEMENT

THIS AUGUSTA RADIO SUBSCRIBER AGREEMENT including all Attachments hereto (the "Subscriber Agreement") is entered into by and between Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta") which provides management services for a cost sharing, wide-area 800 MHz trunked voice radio system, and Warren Baptist Church ("Subscriber"), which will utilize the Wide-Area Radio Network. This Subscriber Agreement is subject to acceptance by Augusta. This Subscriber Agreement is effective on the date it is executed by all parties (the "Effective Date"). No additions or subtractions by Subscriber to this Subscriber Agreement are acceptable unless and until expressly agreed upon by Augusta.

WHEREAS, Augusta is the manager of the Wide-Area 800MHz Trunked Voice radio system; and

WHEREAS, Subscriber desires service on the Wide-Area Network pursuant to the terms of this Subscriber Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Augusta and Subscriber hereby agree as follows:

1. ACCEPTANCE

This document, including any attachments hereto, is an offer by Subscriber, which shall become an enforceable contract when accepted, in writing, by an authorized representative of Augusta. The banking, negotiation, and/or other use of any payment by Augusta shall not constitute an acceptance on behalf of Augusta. Further, the Parties agree that service shall only be provided based upon the terms and conditions herein. Acceptance of such service hereunder shall constitute an acceptance of these terms and conditions.

2. SERVICES AND SUBSCRIBER FEES

2.1 Subscriber has requested, and Augusta agrees to provide, the services detailed on Attachment "A," attached hereto and incorporated herein by reference. Subscriber and Augusta understand and agree that Subscriber shall load on the system the radios specified in Attachment "A" pursuant to the schedule set forth in said Attachment. All equipment to be used on said system must be approved by Augusta.

2.2 Subscriber's initial annual service fees for use of the system are detailed in Attachment "A." Augusta may revise Subscriber's current schedule of fees set forth in Attachment "A" by giving Subscriber written notice of the amount of increase at least ninety (90) calendar days in advance of the date on which the increased schedule of fees is to become effective. The new fees shall become effective on the date specified in such notice.

2.3 Billing shall commence on the first day of the calendar month after service has begun. Any partial month billing shall be prorated. Airtime charges, if any, shall be billed at the

end of each month. In the event that Subscriber does not load additional radios on the system in conformance with the schedule in Attachment "A," Subscriber nevertheless shall be responsible for and make contributions to the Wide-Area Network (and any other applicable charges) as if the additional radios were added to the system consistent with the above schedule.

2.4 Subscriber understands and agrees that any and all programming and maintenance of Subscriber equipment or other related expenses associated with the service provided to Subscriber under this Subscriber Agreement shall be the responsibility of, and paid for by, Subscriber. The Subscriber understands and agrees to purchase equipment that is compatible with current radio system operations, security, infrastructure, and software. Any incompatibility of equipment obtained by Subscriber shall be at Subscriber's sole risk, responsibility, and expense.

3. REGULATORY ISSUES

3.1 It shall be the responsibility and obligation of Subscriber to seek all approvals including federal, state, county, municipal or other governmental authority having jurisdiction over Subscriber in order to enter into this Subscriber Agreement.

3.2 Subscriber understands that, subject to the approval of the Federal Communications Commission ("FCC"), numerous entities, including, but not limited to, utilities, public safety subscribers, and special emergency subscribers, will utilize the Wide-Area Network. Subscriber agrees to use the system only in support of public safety and emergency operations, whether full time or in times of emergency, unless specifically authorized in writing by Augusta. The obligations of Augusta hereunder are contingent upon approval of any additional regulatory action required by the FCC.

3.3 Subscriber understands that, pursuant to the FCC's rules, only certain entities are qualified to utilize the Wide-Area Network. Subscriber represents and warrants that it shall meet all FCC eligibility requirements to utilize the Wide-Area Network during the term of this Subscriber Agreement. Subscriber represents, warrants, and covenants on the Effective Date of this Subscriber Agreement and throughout the term of this Subscriber Agreement that it is, and shall remain, qualified to utilize the Wide-Area Network and that it meets, and shall continue to meet, all such FCC eligibility requirements.

3.4 The Subscriber understands that the Wide-Area Network shall be operated on a shared-usage basis. The method of operation of the Wide-Area Network is that Subscriber, and others, will utilize, share the costs associated with, and share the capacity of the Wide-Area Network. Costs shall be apportioned as set forth in Section 2 above.

3.5 Subscriber understands that Augusta can discontinue service, remove one or more licenses from the Wide-Area Network, or take any other steps that Augusta reasonably believes are in the best interests of the Wide-Area Network or is necessary to comply with any federal, state, or local law, order, or directive. Any such action shall not give rise to any claim

on the part of Subscriber against Augusta.

4. TERMS

This Subscriber Agreement shall remain in full force and effect on a recurring month to month basis from the Effective Date. Unless Subscriber notifies Augusta in writing of its intent not to renew this Agreement, at least one-hundred eighty (180) calendar days prior to any potential Termination Date, this Agreement may be renewed in writing ("Renewal") with the same terms and conditions set forth herein (unless otherwise amended by the Parties) monthly. Such Renewal shall be in effect for a one (1) year term. Thereafter, this Agreement may be extended in writing for successive one (1) year periods provided that either the Subscriber or Augusta may terminate this Agreement upon written notice to the other Party one-hundred eighty (180) calendar days prior to the end of any such extension period sent by certified mail to the address indicated herein. At any time, at Augusta's sole option, this Subscriber Agreement may be terminated immediately and without notice if the frequency authorization(s) (which may be held by Subscriber, Augusta, or any other licensee) under which the Wide-Area Network operates is (are) revoked by the FCC.

5. ASSIGNMENT; SUBCONTRACT

Neither Subscriber nor Augusta may assign its rights or delegate its duties hereunder in whole or in part without the express written consent of the other Party hereto; however, it being agreed that Augusta may subcontract certain duties hereunder consistent with past practice or industry custom without the need to obtain Subscriber's consent.

6. ADDITIONAL UNITS

If Subscriber is not in default then, at any time during the term of this Subscriber Agreement or any renewal period hereof, service will be provided for additional units ordered by the Subscriber if Augusta determines that such additional service is technologically feasible. The amount of contributions required of Subscriber shall increase incrementally and accordingly pursuant to the schedule of rates for the Wide-Area Network.

7. COVENANTS OF SUBSCRIBER

Subscriber agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and (b) to operate its radios and any related equipment so as not to cause undue interference with any other subscribers using the Wide-Area Network. Subscriber recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, Augusta in its sole discretion has the right, without liability, to modify this Subscriber Agreement to comply with any such changes.

8. COVERAGE

8.1 Subscriber agrees to accept the system performance on an “as-is” or “as-provided” basis. Augusta will undertake reasonable efforts to maintain system performance once the system is constructed, optimized and tested. However, due to the fact that the system and its components are exposed to the elements and that natural and manmade forces, such as lightning and frequency interference, may impact the system, the Subscriber agrees to accept the system as provided. Augusta will make reasonable efforts to notify the Subscriber of issues that impact the operation of Subscriber, if possible.

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8.3 Subscriber acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of Augusta.

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9.1 If Subscriber fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) calendar days after written notice has been sent by Augusta to Subscriber, the Subscriber shall be deemed in default under this Subscriber Agreement.

9.2 In the event of default, Augusta has the right, at its option, to immediately terminate this Subscriber Agreement, retain all payments made hereunder, deny Subscriber any service provided by the radio system or systems identified herein, and/or impose a separate charge for disconnect and a separate charge for reconnect expenses, each in the same amount stated as the initial activation charge on Attachment “A.” If a disconnect takes place, Subscriber may also be subjected to additional costs incurred for reprogramming its equipment. Each and all of the rights and remedies of Augusta hereunder are cumulative to, and not in lieu of, each and every other such right and remedy specified in this Agreement and every other right and remedy afforded by law and equity.

10. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES

10.1 WITH RESPECT TO EQUIPMENT WITHIN THE SCOPE OF THIS SUBSCRIBER AGREEMENT, AUGUSTA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH SUCH EQUIPMENT OR SERVICE (WHETHER PURCHASED OR LEASED BY SUBSCRIBER FROM AUGUSTA OR A THIRD PARTY), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. AUGUSTA, TO THE EXTENT PERMITTED BY LAW, ASSIGNS TO SUBSCRIBER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO EQUIPMENT PURCHASED BY SUBSCRIBER, IF ANY, AND SUBSCRIBER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.

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12.1 SUBSCRIBER UNDERSTANDS AND ACKNOWLEDGES THAT (A) ALTERNATIVE MEANS OF COMMUNICATION ARE AVAILABLE TO SUBSCRIBER; (B) OCCASIONAL INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE MAY OCCUR; AND (C) ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE. THE WIDE-AREA NETWORK CANNOT PROVIDE RADIO SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH SUBSCRIBER, AND AUGUSTA DOES NOT ASSUME RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS SUBSCRIBER AGREEMENT. ACCORDINGLY, SUBSCRIBER AGREES THAT, EXCEPT AS PROVIDED BY LAW, AUGUSTA'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF ANY ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY THE WIDE- AREA NETWORK AND/OR AUGUSTA OR ANY CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF AUGUSTA OR ANY CARRIER TO MAINTAIN PROPER STANDARDS OR MAINTENANCE AND OPERATION SHALL BE AS FOLLOWS:

(i) A CREDIT ALLOWANCE, AS MORE PARTICULARLY DESCRIBED IN SUBSECTION (14)(a)(iii) BELOW, WILL BE MADE AT SUBSCRIBER'S REQUEST IN THE FORM OF A PRO-RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO SUBSCRIBER. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES PAID BY SUBSCRIBER FOR SERVICE FROM THE WIDE-AREA NETWORK.

(ii) SUCH CREDIT ALLOWANCE SHALL BE BASED UPON THE PERIOD OF TIME DURING WHICH SUCH ACTS, MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE SERVICE OR ITS TRANSMISSIONS CAUSED INTERRUPTIONS IN THE RENDERING OF THE SERVICE. ANY SUCH PERIOD OF TIME AN INTERRUPTION OCCURS SHALL BE MEASURED FROM THE TIME IT IS REPORTED TO OR DETECTED BY AUGUSTA, WHICHEVER OCCURS FIRST. IN THE EVENT SUBSCRIBER IS AFFECTED BY SUCH INTERRUPTION FOR A PERIOD OF LESS THAN FORTY-EIGHT (48) HOURS, NO SUCH ADJUSTMENT SHALL BE MADE. WHEN AN INTERRUPTION EXCEEDS FORTY-EIGHT (48) HOURS, THE LENGTH OF THE INTERRUPTION WILL BE MEASURED IN TWENTY-FOUR (24) HOUR (DAY) INTERVALS. A FRACTION OF A DAY CONSISTING OF LESS THAN TWELVE (12)

HOURS WILL NOT BE CREDITED, BUT A PERIOD OF TWELVE (12) HOURS OR MORE WILL BE CONSIDERED AN ADDITIONAL DAY.

(iii) THE CREDIT ALLOWANCE SHALL BE COMPUTED BY DIVIDING THE LENGTH OF THE SERVICE INTERRUPTION BY A STANDARD THIRTY (30) DAY MONTH AND THEN MULTIPLYING THE RESULT BY SUBSCRIBER'S FIXED MONTHLY CHARGES FOR EACH RADIO SET TO WHICH SERVICE WAS INTERRUPTED. IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES.

(iv) A CREDIT ALLOWANCE SHALL NOT BE GIVEN FOR ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTAILMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF SUBSCRIBER OR OTHER PARTIES OR ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY AUGUSTA.

(v) THE SERVICE FURNISHED BY AUGUSTA, IN ADDITION TO THE LIMITATIONS SET FORTH HEREIN ABOVE, IS ALSO SUBJECT TO THE FOLLOWING LIMITATION: THE LIABILITY OF AUGUSTA FOR LOSS OR DAMAGES ARISING OUT OF ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES OF THE UNDERLYING CARRIER, OCCURRING IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED SUBSCRIBER, THIRD PARTIES, OR THE UNDERLYING CARRIER IN FAILING TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE FIXED MONTHLY CHARGE TO THE AUTHORIZED SUBSCRIBER FOR SERVICE DURING THE PERIOD OF TIME IN WHICH SUCH ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES FURNISHED BY AUGUSTA OR THE UNDERLYING CARRIER OCCURRED.

12.2 Augusta shall not in any event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond their or any carrier's control.

12.3 Subscriber acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. Augusta shall not be liable to Subscriber for any claims, loss, damages or cost which may result from lack of privacy on the system.

12.4 Subscriber hereby agrees to be responsible for the acts and/or omissions of its officers, agents, and employees in their performance under this Subscriber Agreement.

12.5 Augusta shall not be liable for any damage, accident, injury or the like occasioned by the use of the radio service or the presence of equipment, including 800 MHz radio handsets and other devices, facsimile units, and ancillary equipment of Subscriber and/or Augusta, except as provided herein.

12.6 Augusta shall not be liable for any defacement or damage to Subscriber's motor vehicle(s) or any personal or real property resulting from the presence of 800 MHz radio and ancillary equipment.

12.7 THE LIABILITY OF AUGUSTA IN CONNECTION WITH THE SERVICE PROVIDED IS SUBJECT TO THE FOREGOING LIMITATIONS AND AUGUSTAMAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE PROVISION OF SUCH SERVICE.

12.8 This Section 12 and its subparts shall apply to the extent allowable under Georgia law.

13. NOTICES

All notices, requests, demands, communications or information which are required to be or may be given under or in connection with this Agreement shall be in writing and shall be deemed given when delivered personally or by facsimile copy (with transmission confirmed), or upon receipt (or on the date rejected or returned if not accepted) after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, directed to the Party to whom the same is so given or made at the address or facsimile number of such Party as hereinafter set forth or such other address or facsimile number as the Parties may hereinafter designate:

To Augusta:

Augusta Information Technology Department
 Attn: Reggie Horne, Interim Director
 535 Telfair Street, Building 2000
 Augusta, GA 30901
 T: (706) 821-2522
 F: (706) 821-2530

Copies to:

Augusta Information Technology Department
 Attn: Gary Hewett, Deputy Director
 535 Telfair Street, Building 2000
 Augusta, GA 30901

T: (706) 821-2522

F: (706) 821-2530

To Subscriber:

T: _____

F: _____

14. WAIVER

Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

15. GENERAL

No revision of this Subscriber Agreement, including any attachments hereto, shall be valid unless made in writing and signed by an authorized employee of Augusta, as system manager, and an authorized agent of Subscriber. This Subscriber Agreement constitutes the entire agreement between the Parties and shall supersede all prior offers, negotiations, and agreements, whether written or oral. If any provision of this Subscriber Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Subscriber Agreement shall not be affected thereby. This Subscriber Agreement is exclusively for the benefit of the Parties hereto and shall, under no circumstances, be deemed to benefit any other party whatsoever. This Subscriber Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Subscriber and Augusta have executed this Subscriber Agreement as of the Offer Acceptance Date by Augusta.

OFFER Made by:

OFFER Accepted by:

SUBSCRIBER:

AUGUSTA:

Warren Baptist Church Augusta

AUGUSTA, GEORGIA

By: _____

By: _____

Name: Lane Lowery

Garnett L. Johnson

Title: Executive Pastor

Mayor

Date: April 15, 2025

Date: _____

Attest: _____

Attest: Lena J. Bonner

Name: _____

Clerk of Commission

Title: _____

ATTACHMENT A

Subscriber and Augusta acknowledge that, for purposes of this Agreement, Subscriber is receiving radio service to approximately 1 radios as of the date of this Agreement. The Parties understand and agree that, as of the date of service initiation, Subscriber shall be charged an airtime rate of \$44.00 per month per radio for services provided to all radios in service as of the service initiation date. Subscriber understands this rate is for 800 MHz TDMA Service only.

The Subscriber's anticipated service initiation date is January 1, 2025.

GROUND LEASE AGREEMENT

Richmond County, Georgia

THIS GROUND LEASE AGREEMENT (hereinafter "Agreement" or "Lease"), made this ____ day of _____, _____, between JEFFERSON ENERGY COOPERATIVE, AN ELECTRIC MEMBERSHIP CORPORATION, a Georgia corporation (hereinafter designated as "Landlord") and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia (hereinafter designated as "Tenant").

For Ten (\$10.00) Dollars paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, Landlord and Tenant agree:

Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord a site (the "Leased Property") which is a portion of that certain parcel of real property (the "Tract") known as 3120 Highway 88, Blythe, GA 30805, Tax Map and Parcel Identification: 224-0-044-01-0 together with ingress and egress for pedestrian and vehicular use. The Leased Property is further identified as only that portion of the real property where the Tenant's prefabricated building (the "Communications Building") is located and shown in Exhibit "A."

1. **Term.** The initial term of this Agreement (the "Initial Term") shall be ten years beginning on the ____ day of _____, ____ and ending on the ____ day of _____, ____.

This Agreement shall (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely, with no further renewals no later than exactly ten (10) years from the date of execution, unless extended by written amendment. Tenant has the option to extend the term of this Lease for three additional ten-year periods (collectively, the "Extension Terms" and, individually, the "Extension Term"). Tenant will be deemed to have exercised its option as to each Extension Term unless Tenant delivers written notice to Landlord to the contrary not less than 90 days prior to the end of the then existing Initial Term or Extension Term, as the case may be. Except as provided in Paragraph 3 of this Agreement, all terms and conditions of this Agreement will remain in full force and effect during the Extension Terms.

If at the end of the last Extension Term, this Agreement has not been terminated pursuant to the terms of this Agreement, this Agreement shall be deemed further extended upon the same covenants, terms, and conditions for a term of one year, and for annual terms thereafter (collectively, the "Annual Terms" and, individually, the "Annual Term"), until terminated by either party upon written notice to the other of its intention to so terminate at least 90 days prior to the

end of such Annual Term or as otherwise provided herein. The Initial Term, the Extension Terms, and the Annual Terms are hereinafter collectively referred to as the "Term."

2. **Rent.**

In lieu of rent, the Parties hereby agree as follows.

During the Term, Landlord will provide to Tenant:

- a. All necessary power in order for Tenant to carry out its operation at the Leased Property as described in Section 1 above; and
- b. Site maintenance services for the Tract and the Leased Property.

During the Term, Tenant will:

- a. Allow Landlord to shelter its communications equipment in the building owned by the Tenant.

3. **Regulatory Compliance.** Tenant represents that it is familiar with all applicable rules and regulations of the Federal Aviation Administration ("FAA"), the Federal Communications Commission ("FCC"), and all other government and regulatory bodies having jurisdiction over the Communications Facility as contemplated herein. Tenant expressly agrees that it, the Communications Facility and the Improvements will comply fully with all such rules and regulations. Tenant understands that Landlord is not in the business of constructing and operating facilities such as those contemplated herein and is not, and will not, be as familiar with the applicable rules and regulations. Consequently, Tenant accepts full and exclusive responsibility for compliance hereunder.

4. **Liability and Indemnity.**

Landlord agrees to compensate Tenant for damages and to indemnify and hold Tenant harmless from all claims (including, but not limited to, property damages and personal injury, including death), including costs and expenses of defending against such claims, through counsel designated by Landlord and approved by Tenant, arising or alleged to arise solely from acts of gross negligence or willful misconduct of Landlord, Landlord's agents, employees, contractors, or other tenants of Landlord occurring in or about the Leased Property or the Tract or arising out of any breach of this Lease by Landlord.

The indemnities described in this Paragraph 6 shall survive termination of this Lease.

Notwithstanding any other provision of this Lease, neither Landlord nor Tenant shall be liable for lost profits of the other party, the other party's customers or sublessees, or any other person or entity in any event or under any circumstances, whether arising from damage to the

Communications Facility, the Improvements or otherwise, and each party hereto shall indemnify and hold the other harmless therefrom. There are no intended third party beneficiaries under this Paragraph or this Agreement.

THE PARTIES UNDERSTAND THAT LANDLORD WOULD NOT ENTER INTO THIS AGREEMENT EXCEPT THAT IT IS CLEARLY UNDERSTOOD THAT LANDLORD SHALL NOT BE LIABLE TO TENANT, TENANT'S SUBLESSEES, OR ANY OTHER PERSON OR ENTITY, FOR ANY CONSEQUENTIAL DAMAGES ARISING FROM ANY CAUSE WHATSOEVER. In the event that any third party, including any sublessee of Tenant, obtains a judgment against Landlord for consequential damages, then in that event, Tenant agrees to indemnify Landlord pursuant to the foregoing paragraphs.

5. **Defaults and Remedies.**

A. Notwithstanding anything in this Lease to the contrary, Tenant shall not be in default under this Lease until 30 days after actual receipt of written notice of any default from Landlord which default is not cured within said time; provided, however, where any such default cannot reasonably be cured within said period, Tenant shall not be deemed to be in default under this Lease if Tenant commences to cure such default within said period and thereafter diligently pursues such cure to completion.

In the event of Tenant default, Landlord may, at Landlord's option, cure Tenant's default at Tenant's expense or terminate this Lease without affecting its rights to demand, sue for, and collect all of its damages arising out of Tenant's failure to comply.

B. Notwithstanding anything in this Lease to the contrary, Landlord shall not be in default under this Lease until 30 days after actual receipt of written notice of any breach from Tenant, which breach is not cured within said time; provided, however, where any such default cannot reasonably be cured within said period, Landlord shall not be deemed to be in default under this Lease if Landlord commences to cure such default within said period and thereafter diligently pursues such cure to completion. In the event of Landlord's default, Tenant may, at Tenant's option, cure Landlord's default at Landlord's expense or terminate this Lease without affecting its rights to demand, sue for, and collect all of its damages arising out of Landlord's failure to comply.

C. The rights and remedies stated in this Lease are not exclusive. The parties, in the event of a default under this Lease, are entitled to terminate this Lease or pursue any of the remedies provided in this Lease, by law, or by equity subject to any limitations contained herein.

D. No course of dealing between the Parties or any delay on the part of a Party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default; and no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

8. **Insurance.** Tenant is a self-insured entity. Such self-insurance shall attach to Property and be in full effect during the Term of this Agreement.

Landlord, at its expense, shall maintain in force during the Term a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$1,000,000.00 insuring Landlord against all liability arising out of the use, occupancy, or maintenance of the Leased Property and appurtenant areas by Tenant. A certificate of insurance will be provided if requested.

9. **Taxes.** Tenant shall pay annually during the Term an amount equal to any increase in Landlord's real estate taxes, and such other assessments directly attributable to any Improvement to the Leased Property made by Tenant or Tenant's sublessees. If such tax is paid by Landlord, Tenant shall reimburse Landlord for the amount of any such tax payment within 60 days of receipt of sufficient documentation indicating the amount paid and calculation of Tenant's pro-rata share; such documentation shall be deemed sufficient only if it definitively evidences that portion of the tax increase arising directly out of the Improvement such as, by way of example, the relevant tax assessor's designation of the value of such Improvement. Upon written request by Tenant, Landlord shall furnish evidence of payment of all taxes and assessments on the Tract.

10. **Sale of the Tract.** Should Landlord at any time during the Term decide to sell or lease all or any part of the Tract, Landlord shall provide Tenant with written notice of the name, telephone number, and address of the proposed purchaser or tenant not less than 90 days prior to the date of the consummation of such sale or lease and such sale or lease shall be subject to this Lease and Tenant's rights hereunder.

11. **Covenant of Quiet Enjoyment.** Landlord covenants that Tenant shall, upon observing the covenants herein upon its part to be observed, and subject always to the needs of Landlord regarding its operations, peaceably and quietly hold and enjoy the Leased Property during the Term without hindrance, ejection, or molestation by Landlord or any person or entity whomsoever. Landlord covenants that Landlord is seized of good and sufficient title and interest to the Tract, including the Leased Property, and has full authority to enter into and execute and perform this Agreement.

12. **Subordination and Non-Disturbance.** At Landlord's option, this Agreement shall be subordinate to any deed to secure debt, deed of trust, mortgage, or similar instrument (collectively "Mortgage") by Landlord which from time to time may encumber all or part of the Leased Property. Tenant shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause.

13. **Hazardous Substances.** In the event Hazardous Substances, as said term is hereinafter defined, are discovered on, in, or under the Leased Property as of the date of commencement of this Lease or hereafter, except as a result of any act or omission of Tenant, Landlord, at its sole

expense, may elect to institute and complete, on an emergency basis and without interference with Tenant's or Tenant's sublessees use and occupancy of the Leased Property, all proper, requisite, and thorough procedures for the removal of such Hazardous Substances in accordance with all applicable laws, rules, ordinances, and regulations (the "Removal"). Unless such Hazardous Substances are deposited in, on, or under the Leased Property by an act or omission of Tenant, Landlord shall indemnify and hold Tenant and Tenant's sublessees harmless against any claims arising out of such Hazardous Substances, including all of Tenant's attorneys' fees and costs, which indemnity shall survive termination of this Lease (the "Indemnity"). Tenant assumes full responsibility for insuring that its use of the Leased Property will not result in contamination of or other impairment of the environmental values of it or the surrounding area. Tenant agrees to fully protect, indemnify, and hold Landlord harmless from and against any and all claims for natural resource damages or environmental impairment resulting directly or indirectly from Tenant's use of the Leased Property. In the event Hazardous Substances are discovered on, in, or under the Leased Property solely as a result of any act or omission of Tenant, Tenant shall be obligated immediately to conduct the Removal with respect to and to provide the Indemnity to Landlord as to claims arising out of such Hazardous Substances. Any violation of these prohibitions shall, in addition to the provisions hereinabove, render Tenant liable to Landlord for any costs, including legal fees, incurred by Landlord in regards to any resulting citations, penalties, or claims of any and all governmental agencies having responsibilities for environmental matters, and for any natural resource damage resulting from such violation. For the purposes hereof, "Hazardous Substances" means pollutants, contaminants, toxic or hazardous substances or wastes, oil or petroleum products, flammables, or any other substances whose nature and/or quantity of existence, use, release, manufacture, or effect renders it subject to clean up under any Federal, state, or local environmental, health, community awareness, or safety laws or regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling.

14. Assignment and Subletting. Tenant shall have the right to assign its interest in this Lease or in the Leased Property, or sublease all or any part of the Leased Property. Tenant shall provide written notification to Landlord within 30 days of any such assignment or subletting. Any assignee or successor of Tenant shall agree in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed from and after the effective date of such assignment and shall enjoy all of the rights and privileges of Tenant under this Lease, and such assignment shall operate to release Tenant of its liabilities and obligations arising hereunder after the date of such assignment.

15. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by courier or by overnight delivery, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

Tenant: Augusta, Georgia
 Information Technology Department
 c/o Reggie Horne
 535 Telfair Street, Building 2000
 Augusta, Georgia 30901

w/ copy to:
 Augusta Law Department
 General Counsel
 535 Telfair Street, Building 3000
 Augusta, Georgia 30901

Landlord: Jefferson Energy
 3077 Ga Highway 17 N
 PO Box 457
 Wrens, GA 30833

16. **Condemnation.** If the whole of the Leased Property, or such portion thereof as will in Tenant's sole judgment make the Leased Property unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the Term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Any lesser condemnation shall cause the rental payable hereunder to be reduced by such percentage as the area so condemned bears to the entire Leased Property. Nothing in this provision shall be construed to limit or affect Tenant's right to an award of compensation in any eminent domain proceeding for the Improvements or Tenant's leasehold interest hereunder.

17. **Tests.** Tenant is hereby given the right to conduct surveys, soil tests, radio coverage tests, and any other test or investigation needed in Tenant's determination to or from the Leased Property and the Tract to determine if the physical condition of the Leased Property is suitable for Tenant's uses hereunder. Tenant must coordinate with Landlord before any invasive tests, to avoid any interference with any of Landlord's electrical operations.

18. **Termination.** Tenant shall have the right to terminate this Lease at any time upon the occurrence of any of the following events:

(A) If the approval of or issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility or the Improvements as described herein (the "Approvals") cannot be obtained, or is revoked (unless such revocation is the result of an illegal or improper act on the part of Tenant) or Tenant, in Tenant's discretion, determines that the cost of obtaining or retaining such Approvals is unreasonable; or

(B) If Tenant determines, in its reasonable discretion exercised as soon as such conditions became apparent, based upon soil bearing tests, radio frequency propagation tests, or interference with Tenant's reception or transmission, that the Leased Property is inappropriate for the uses set forth herein.

Upon not less than 30 days written notice of termination of this Lease by Tenant pursuant to the terms of Subsections (A) or (B) above, or in the event that the Approvals described in Subsection (A) above have not been received by Tenant within 365 days (the "Cancellation Date") from the latest date of the execution of this Lease by any party (the "Execution Date"), this Lease shall automatically terminate and neither party shall have any further rights or obligations arising hereunder, except that Tenant shall have the right to remove the Communications Facility and any Improvements from the Leased Property, and except for those rights and obligations that are to survive the termination of this Lease pursuant to the express terms of this Lease. Following the Execution Date, Tenant shall make a diligent reasonable effort to obtain all of the Approvals. Landlord agrees to cooperate with Tenant in securing all of the Approvals referenced in Subsection (A) above so long as said Approvals do not interfere with Landlord's operations. Upon the request of Tenant, Landlord shall execute and deliver such forms and applications as are necessary and appropriate to obtain such Approvals. Tenant reserves the right to contest and/or appeal, to the extent determined by Tenant in Tenant's sole discretion, any adverse governmental or judicial decision or determination relative to the issuance of any such Approval. All costs arising out of the procurement of such Approvals shall be borne by Tenant.

(C) Termination for Convenience. Either Party, at its sole discretion, may terminate this Agreement for its own convenience at any time. The terminating Party shall provide no less than 30 days written notice of termination of this Agreement to the non-terminating Party.

19. **Force Majeure.** Neither Party shall be liable to the other for any loss or damage due to the failure or delay in performance hereunder resulting from any cause beyond such Party's reasonable control, including, but not limited to; acts of God; acts or omissions of civil or military authority; acts or omissions of the other Party hereto; fires; floods; epidemics; pandemics; quarantine restrictions; strikes or other labor disputes; wars or warlike circumstances; declared federal, state, or local government state of emergency; or compliance with applicable regulations or directives of national, state, or local governments, or any department thereof (except, however, that neither Party shall be relieved from liability stemming from compliance with a lawful directive of a governmental authority if the directive is in response to the failure of the affected Party to comply with its regulatory compliance obligations). The Party asserting the force majeure as an excuse from performance shall give the other Party notice verbally within 24 hours of the occurrence of a force majeure event, confirmed in writing within ten days thereafter, such notice to state the nature of the event and the anticipated length of delay. Such Party shall take all reasonable steps to mitigate the effects of any force majeure event (provided, however, that this shall not require settlement of labor disputes that are negotiated in good faith). In the case of a prolonged force majeure event (1 month), the Parties agree to, in good faith, negotiate the terms of this Agreement for the mutual benefit of the Parties for the duration of the force majeure event, up to and including termination of this Agreement. Any force majeure event

requiring negotiation shall be materially distinguishable from the current community circumstances as they exist on the date of this Agreement.

20. Disclaimer of Warranties. Landlord and Tenant each disclaim any and all warranties of any type, except for those specifically set forth in this Lease. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

21. Miscellaneous.

A. This Agreement contains all agreements, promises and understandings between Landlord and Tenant; and no verbal or oral agreements, promises or understandings relating to the Leased Property, the Tract, the Improvements or any other matter discussed herein shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law.

Any addition, variation, amendment, or modification to this Agreement shall be void and ineffective unless made in writing and signed by both Parties. Headings are included for convenience of reference only and neither limit nor amplify the terms of this Lease.

B. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Georgia.

C. Venue. All claims, disputes and other matters in question between the Landlord and Tenant arising out of or relating to this Agreement, or the breach thereof, shall be decided in the Superior Court of the County in which the defendant party resides.

D. This Agreement shall inure to the benefit of and be binding upon successors and assigns of the Parties hereto.

E. Whenever under this Lease the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

F. Open Records. The Parties acknowledge that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act. (O.C.G.A. § 50-18-70, *et seq.*). The Parties agree to fully cooperate in responding to such request and making all records not exempt available for inspection and copying as provided by law. The Parties shall immediately notify each other of any request made under the Open Records Act and shall furnish the other party with a copy of the request and the response to such request.

G. If any paragraph, section, subsection, provision, sentence, clause, or portion of this Agreement is determined to be illegal, invalid, or unenforceable, such determination shall in no way affect the legality, validity, or enforceability of any other paragraph, section, subsection, provision, sentence, clause, or portion of this Agreement; and any such affected portion or provision shall be modified, amended, or deleted to the extent possible and permissible to give

the fullest effect to the purposes of the Parties and to this Agreement, and the Parties hereby declare that they would have agreed to the remaining parts of this Agreement if they had known that such provisions or portions hereof would be determined to be illegal, invalid, or unenforceable.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

TENANT:

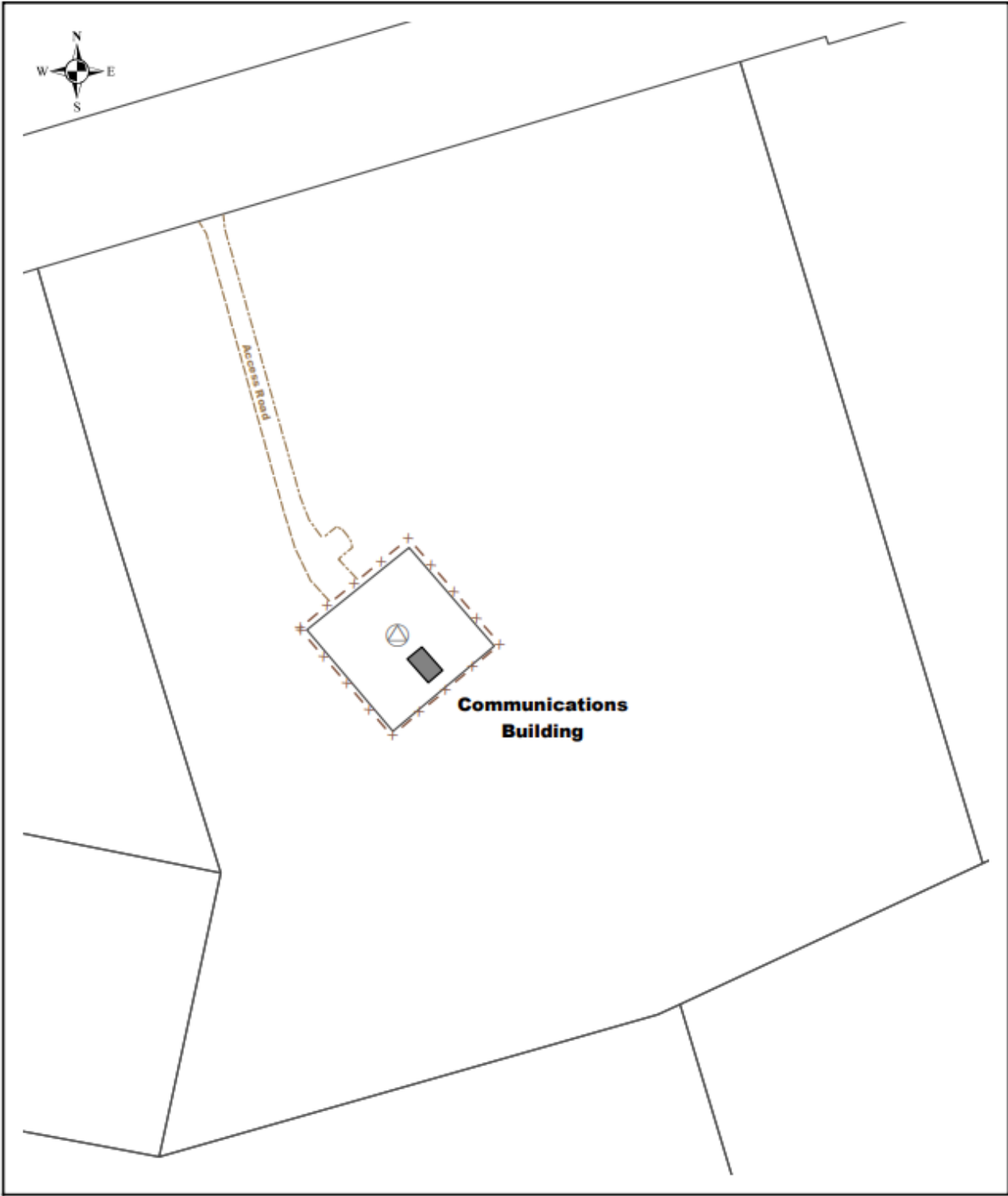
BY: Martin G Potter
Its: _____

By: Garnett L. Johnson
Its: Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

Attachment A

Leased Property is only that portion of real property where the Tenant's prefabricated building (the "Communications Building") is located at 3120 Highway 88, Blythe, GA 30805, parcel 224-0-044-01-0 and shown below.





U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

www.atf.gov

**INTER-GOVERNMENTAL AGREEMENT NUMBER #26-930-P/AMV#26AHDQ00011
BETWEEN
THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
AND
AUGUSTA, GEORGIA**

1. PURPOSE:

This Inter-Governmental Agreement (IGA) sets forth the terms and conditions between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and Augusta, Georgia, a political subdivision of the State of Georgia (“Augusta”) for the use of the wide-area 800 MHz trunked voice radio system.

2. AUTHORITY:

- a. ATF is responsible for investigating criminal and regulatory violations of the Federal firearms, explosives, arson, alcohol, and tobacco smuggling laws. *See* 28 U.S.C. § 599A(b).
- b. The activities of ATF may be carried out through any means including through contracts, grants, or cooperative agreements with non-Federal parties. *See* 28 U.S.C. §530C(a).

3. DESCRIPTION OF SERVICES:

Augusta, Georgia, a political subdivision of the State of Georgia (“Augusta”) will provide the use of the wide-area 800 MHz trunked voice radio system.

4. PERIOD OF PERFORMANCE:

The initial term of this agreement will commence on the effective date of January 1, 2026, and remain in effect until December 31, 2026.

Option Year 1: January 1, 2027, to December 31, 2027

Option Year 2: January 1, 2028, to December 31, 2028

Option Year 3: January 1, 2029, to December 31, 2029

Option Year 4: January 1, 2030, to December 31, 2030

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Each option year may be exercised by the Requesting Agency (ATF) by issuing a written notice (“Option Year Letter”) to the Servicing Agency (Augusta). The issuance of the Option Year Letter shall automatically extend the agreement for the applicable Option Year under the same terms and conditions, unless otherwise agreed in writing.

The fees for each Option Year shall be set forth prior to the issuance of the Option Year Letter.

5. PAYMENT:

Under the terms and conditions of this agreement, ATF shall make payment to Augusta, GA for 25 radios at \$52.70 each for a total of \$1,3047.50 monthly. The total annual cost will be in an amount not to exceed \$15,810.00.

6. BILLING PROCEDURES:

Augusta, Georgia will invoice ATF. A copy of the invoice may be submitted electronically to your ATF Point of Contact. The invoice shall clearly identify the IGA agreement number (#26-930-P/AMV#26AHDQ00011) and billing period.

Payment of funds will be from 2026-700D-OST-302035-ADM-D4A-25218. A copy of the invoice may be submitted electronically to ATF-RadioBranch@atf.gov.

The Prompt Payment Act, 31 U.S.C. 3902, shall apply.

7. MODIFICATION:

This IGA may be modified at any time upon written agreement of both parties.

8. TERMINATION:

This agreement may be terminated by either party upon a 30-day written notice to the other party.

9. POINT OF CONTACTS:

Alan D. Stotler
Bureau of Alcohol, Tobacco, Firearms and
Explosives 5-1 Metropolitan Court
Gaithersburg, MD 20878
(202) 250-3811

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Gary Hewett
535 Telfair St. Bldg. 2000
Augusta, GA 30901
T: (706) 821-2525 (Office)
hewett@augustaga.gov

Matthew Hetrick
535 Telfair St. Bldg. 2000
Augusta, GA 30901
T: (706) 821-4881 (Office)
hetrick@augustaga.gov

10. AVAILABILITY OF FUNDS:

The obligations set forth in this Agreement are subject to the availability of the necessary resources to the Parties. No provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-deficiency Act, 31 U.S.C. § 1341, or other applicable laws.

11. GOVERNING LAW:

The terms and provisions in this Agreement shall be construed under the laws of the United States, in conjunction with any state laws that do not conflict.

12. INDEMNIFICATION:

Both ATF and Augusta, Georgia shall assume the responsibility and liability for the acts and omissions and representation made by its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death. In the case of the ATF, liability shall be determined pursuant to the Federal Tort Claim Act, 28 U.S.C. § 1346.

13. ACCEPTANCE:

AUGUSTA, GEORGIA

NAME

TITLE

SIGNATURE Date: _____

CLERK OF COMMISSION

NAME

TITLE

SIGNATURE Date: _____

BUREAU OF ATF

JAMES HUFF

Digitally signed by JAMES HUFF
Date: 2026.01.13 14:20:58 -05'00'

JAMES HUFF
BUREAU PROCUREMENT CHIEF
BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

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**Addendum Regarding Indemnification and Insurance
Language**

The parties acknowledge that Title 31, United States Code, Section 1341, and Title 41, United States Code, Section 6301, prohibit Federal agencies from entering any agreement that requires a Federal agency to indemnify and/or hold harmless another party where the amount of the government's liability is indefinite, indeterminate, or potentially unlimited. The Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF) is a component of the U.S. Department of Justice, and as such, it is a self-insured entity supported by the U.S.

Government. Under the Federal Tort Claims Act, Title 28 U.S.C. 1346, et seq., the U.S. Government accepts liability for the loss or destruction of property or personal injury, or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her office or employment.



Meeting Name

Meeting Date: EnterTextHere

Item Name

Department:	Information Technology
Presenter:	Reggie Horne, CIO
Caption:	Motion to approve the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources.
Background:	<p>In an effort to provide the employees of Augusta Richmond County with current technology and to stay in line with the Information Technology Strategic Plan, the Information Technology Department (IT) schedules the replacement of end-of-life equipment that, due to age and capability, is not compatible with current standards and is unable to support current software requirements. Information Technology developed an IT Technology Replacement plan that replaces obsolete computer equipment every 5 to 8 years (the normal life expectancy for the equipment). The replacement of computer and communication equipment will consist of any devices that are not capable of meeting current software or business needs, along with the necessary software and virtual resources to support the equipment. Information Technology is also continuing with the standardization of current operating systems and Microsoft Office products throughout the organization. Therefore, required software and hardware upgrades may need to be purchased for computers and servers that are not scheduled to be replaced. Regardless of funding source, all technology equipment removed from production will be disposed of in accordance with the technology decommissioning policy. Inoperable equipment will be taken to the electronic recycling drop point at the Augusta Richmond County Landfill. Qualified equipment that meets determined specifications will either be sold in the Employee Lottery or redistributed to appropriate locations for use in Community Outreach Programs (i.e. Recreation Department Community Centers). All other functional equipment will be taken to the Fleet Department for sale at auction. All data will be erased from any devices using a DOD-certified method.</p>
Analysis:	Currently, there are approximately 2000+ desktop computers, 500+ laptops and tablets, 400+ MDTs, and 1500+ radios deployed by the city. Life cycles

are set for desktop equipment based on industry standards. In some cases outdated computers, servers, printers, laptops, radios, and MDTs are incapable of operating the software required by the current business environment. In addition, critical infrastructure components in the Information Technology Data Center are also scheduled for replacement based on end-of- life dates. All items will be purchased according to current Procurement requirements, typically through discounted Statewide contracts (managed by Georgia Department Administrative Services).

Financial Impact: The approximate estimated total cost for items scheduled to be replaced, upgraded, or purchased in 2026 is over \$1,000,000.00 (pending funding availability). Funds for these replacements are included in the 2026 Information Technology Operating and Capital Budgets, the Radio Fund Operating Budget, and in certain SPLOST allocations.

Alternatives: Leave existing devices and equipment in place. However, this will increase the cost of replacements in future budgets and will affect other technology-related implementations, projects, and normal business processes. Supporting and maintaining this out-of-date equipment could result in unpredictable outcomes, reduced efficiency for certain departments, and an increased risk of failure.

Recommendation: Approve the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources.

Funds are available in the following accounts: 272015410-5316220 (Desktops); 272015410-5316230 (Laptops); 272015410-5316260 (Printers); 272015410-5424210 (Servers); 272015410-5424910 (Other Computer Systems); 272015410-5316210 (Noncapitalized Equipment); 272015410- 5316250 (Peripherals); 272015410- 5424510 (Peripheral Equipment); 272015410-5424220 (Software); 272015410-5316120 (Telephones); 272015410-5316121 (Telephone Equipment); 272015410-5421110 (Machinery); 101015410-5311915 (Operating-Maintenance, Small Equipment); 131015410-5232119 (Other Computer Equipment); GL 330-01-2110 / JL 222-01-9001.

REVIEWED AND APPROVED BY: N/A



Meeting Name

Meeting Date: March 31, 2026 Commission Meeting

Designate Authorized Official for SCIP Youth Gang Grant Reimbursement

Department:	Juvenile Court
Presenter:	Paige Ford
Caption:	Motion to approve the designation of Chief Superior Court Judge Flythe as the Authorized Official for the SCIP Youth Gang Grant quarterly reimbursement submissions in the Criminal Justice Coordinating Council (CJCC) grant portal.
Background:	<p>The SCIP Youth Gang Grant requires quarterly reimbursement requests to be submitted through the CJCC online grant portal. Each submission must be electronically signed by a designated Authorized Official.</p> <p>Currently, the Mayor serves as the Authorized Official for the jurisdiction within the CJCC grant portal. As a result, quarterly reimbursement requests must be routed for the Mayor's electronic signature, which may also involve review and coordination with the Law Department prior to submission.</p> <p>To streamline the reimbursement process and reduce administrative delays, staff recommends designating the Chief Superior Court Judge as the Authorized Official for this grant. This designation would allow reimbursement requests to be reviewed and electronically approved by the judicial authority directly overseeing the program, enabling more efficient processing and submission through the CJCC portal.</p>
Analysis:	Chief Judge Flythe is currently the designated official on 6 active grants for Juvenile and Superior Court.
Financial Impact:	Reduce delay in receiving reimbursements.
Alternatives:	If the designation of the Chief Superior Court Judge is not approved, the Mayor will continue to serve as the Authorized Official. In that case, staff will rely on the Mayor's Office and the Law Department to streamline the process for obtaining the Mayor's electronic signature for quarterly reimbursement submissions in order to reduce unnecessary delay.
Recommendation:	<p>Approve the designation of the Chief Superior Court Judge as the Authorized Official for the SCIP Youth Gang Grant quarterly reimbursement submissions in the CJCC grant portal.</p> <p>Draft letter for grantor attached and Commission approval letter for SCIP grant award (19.)</p>

Funds are available in N/A
the following accounts:

REVIEWED AND N/A
APPROVED BY:



Tameka Allen
Administrator

January 20, 2026

The Honorable John Flythe, Chief Judge
Superior Court
735 James Brown Boulevard
Augusta, GA 30901

Dear Judge Flythe,

At the regular meeting held Tuesday, January 20, 2026, the Augusta, Georgia Commission took action on the following:

17. Approved to accept the CACJ FY26 Enhancement and Innovation Grant awarded to the Augusta Judicial Circuit Family Treatment Court in the amount of \$11,120 WITH A \$1,962.

18. Approved the acceptance of FY 2022 Family Treatment Court Grant program award in the amount of \$26,846.

19. Approved the acceptance of the SCIP Youth Gang Intervention Program grant award in the amount of \$335,000.

If you have any questions, please contact me.

In Service,

A blue ink handwritten signature, appearing to be "Tameka Allen", written over the "In Service," text.

Tameka Allen, Administrator

TA/nd

RE: Juvenile Court Grant #s AW-SCIP-23-005-001 SCIP Youth Gang Grant Intervention Program

Criminal Justice Coordinating Council,

Thank you for your grant support with the Augusta Judicial Circuits Juvenile Court SCIP Youth Gang Intervention program award. This funding allows us to introduce a new gang prevention program to Augusta Richmond County through the Augusta Judicial Circuit Juvenile Court.

Please accept this letter as notification that I have selected The Honorable John Flythe, Chief Superior Court Judge of the Augusta Judicial Circuit, as the authorized official of these grant awards. He hereby has the authority to sign official correspondences, assurances, disclosures, certifications, award documents, subgrant expenditure reports, and any subgrant adjustment reports.

Sincerely,

Garnett L. Johnson
Mayor



Public Safety Committee Meeting

March 31, 2026

Permanent Easement – Jefferson Energy Cooperative – Proposed Fire Station (Gordon Hwy & Powell Rd)

- Department:** Fire
- Presenter:** Antonio Burden, Fire Chief
- Caption:** Motion to approve the granting of a Permanent Utility Easement to Jefferson Energy Cooperative for the installation and maintenance of electric utility infrastructure to serve the proposed new Fire Station located at Gordon Highway and Powell Road.
- Background:**

Augusta Fire Department is in the process of constructing a new Fire Station at the intersection of Gordon Highway and Powell Road. To provide permanent electrical service to the facility, Jefferson Energy Cooperative requires the execution of a Right-of-Way Easement and associated property release documentation.

The Permanent Easement will grant Jefferson Energy Cooperative the right to enter upon the property for the purpose of constructing, reconstructing, maintaining, and operating overhead or underground electric and communication lines, transformers, related equipment, and associated utility infrastructure necessary to serve the facility. The easement also provides for future inspection, maintenance, and necessary system improvements.

Execution of the easement is required to ensure reliable and continuous electric service to the proposed Fire Station.
- Analysis:**

Approval of this Permanent Easement allows Jefferson Energy Cooperative to install and maintain the electrical infrastructure necessary to support operations of the new Fire Station. The easement is a standard utility requirement and does not convey ownership of the property but grants specific rights for utility access and service provision.

The Right-of-Way Easement outlines provisions related to construction, maintenance, right-of-way clearing, and ongoing access for inspection and repairs. The associated property release documentation acknowledges potential impacts during construction activities and releases Jefferson Energy Cooperative from liability for incidental damages related to installation.

Failure to approve the easement would delay electrical service installation and could impact project timelines for completion and operational readiness of the Fire Station.

Financial Impact: There is no direct financial impact associated with granting Permanent Easement. The easement is required for utility service connection and supports the capital project for construction of the new Fire Station.

Alternatives: Approve the Permanent Easement as presented.
Request revisions to the easement terms and defer approval.
Decline to approve the easement, which would delay utility installation and project completion.

Recommendation: To approve the Motion to grant a Permanent Utility Easement to Jefferson Energy Cooperative for the proposed Fire Station located at Gordon Highway and Powell Road.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: Antonio Burden, Fire Chief

JEFFERSON ENERGY COOPERATIVE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) _____
_____ Augusta Georgia _____

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant Jefferson Energy Cooperative, a cooperative corporation (hereinafter called the "Cooperative"), and to its successors or assigns, the rights to enter upon the lands of the undersigned, situated in the County of Richmond, State of Georgia, and more particularly described as a tract of land approximately 2.1 acres, more or less, located 9.35 miles in a Southwest direction from the town of Augusta, Georgia bounded on the

North by Powell Rd
East by Powell Rd

South by Gordon Hwy
West by Georgia Vitrified Brick & Clay Co

for the following purposes:

1. Construct and Reconstruct - To construct, reconstruct, replace, maintain, use, repair, alter, improve, substitute for, extend and remove overhead or underground electric and communication lines and systems, including, but not limited to, poles or towers, transformers, pads, equipment and appliances, guy wires, anchors and stub poles and such other facilities on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, as may now or hereafter be necessary or convenient for communications and/or the transmission or distribution of electric energy

2. Repairs and Alterations - To enter upon the above-described lands and/or in or upon all streets, roads or highways abutting said lands, at any time for the purpose of inspecting said lines and systems and making repairs, alterations, changes and substitution in said lines and systems from time to time as the Cooperative deems advisable or expedient.

3. Right-of-Way - It is the practice of Jefferson Energy Cooperative not to clean up debris left from initial right-of-way clearing for the purpose of providing service(s) to customers. Any exceptions to this practice must be specifically stated in the note section below. Right-of-way maintenance is performed routinely to keep and maintain the right-of-way area clear, by mechanical or chemical means or otherwise, of all structures, trees, shrubbery and undergrowth located within 15 feet of the center line of said line or system and within 5 feet of any guy wires and anchors. To cut and remove any trees outside of the right-of-way which, in the opinion of the Cooperative, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines or systems.

4. Miscellaneous - The undersigned agrees to license, permit, or otherwise agree to the joint use of occupancy of the line or system by any other person, association or corporation, for electrification or communication purposes. The undersigned agrees to keep the easement clear of all buildings, structures or other obstructions. The undersigned agrees that all facilities including any main service entrance equipment, installed on the described lands at the Cooperative's expense shall remain the property of the Cooperative, removable and replaceable at its option. The undersigned does not convey any land, but merely grants the right, privilege and easement herinbefore set out. The undersigned covenant that they are the owners and are duly authorized to execute this easement.

In granting this easement it is understood that if at a later date the Cooperative has a need to construct additional facilities on the above-described lands, requiring a right-of-way other than the one being obtained with this easement, a new and separate easement will be required. It is understood that the location of the poles will be such as to form the least possible interference to farm operations, timber, groves and orchards, so long as it does not materially increase the cost of construction.

NOTES: Jefferson Energy Cooperative will install facilities onto listed parcel to provide power for
Augusta Fire Station 3.

Physical Address: 2075 Powell Rd

Parcel ID: 066-0-053-00-0

IN WITNESS WHEREOF, the undersigned have set their hands and seals this ____ day of _____ 20____.

Signed, sealed, and delivered in the presence of:

Witness

Notary Public

By: _____

Print: Garnett L. Johnson

Title: Mayor

By: _____

Print: _____

Title: _____

Jefferson Energy Map # N/A



Jefferson Energy Cooperative

An Electric Membership Corporation

Item 31.

Temp SVO# 787169 Temp WO# 225318

3077 Highway 17 North
Post Office Box 457
Wrens, Georgia 30833
Telephone (706) 547-2167
Facsimile (706) 547-5075
www.jec.coop

Property Owner Augusta Georgia
Address 2075 Powell Rd
Augusta, Ga 30909

Map# N/A
Account# 10090317-001

In order to perform the requested services at your location, we must enter your property with some of our heavy construction equipment. Past experience has proven that this equipment may cause damage to driveways, septic tanks and grassed yards. Also, any digging or trenching done by your cooperative may damage privately owned underground facilities.

To prevent costly repairs and time spent investigating claims of damages, we have determined that your cooperative can save dollars by declining work in these areas unless the property owner is willing to assume the responsibility for any damages and release Jefferson Energy from any liability which may arise.

BY SIGNING THIS AGREEMENT and having it witnessed and signed by a Notary Public, you acknowledge that damage to your property by Jefferson Energy's construction equipment can take place, that you accept the liability for repairs, and that you shall release Jefferson Energy from any and all liability which may arise as a result of such construction on your property.

Upon your signing this agreement, we may agree to perform the requested work after you inform our personnel of the location of all underground facilities, if applicable, and any other hazards or customer requests on your property.

Signed _____
(Property Owner) Garnett L. Johnson (Date)

Witness _____
(Notary Public) (Date)

My Commission Expires _____

Jefferson Energy Cooperative is an equal opportunity provider and employer.





Commission Meeting

March 31, 2026

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