COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, June 06, 2023
2:00 PM

INVOCATION

Pastor Mike Hearon, First Presbyterian Church

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

RECOGNITION(S)

A. Presentation to Patrick Broome and Tate Williams for their outstanding initiative, courage, and heroism in rescuing an elderly gentleman from a car that was submerged in the Savannah river on May 7th.

DELEGATION(S)

B. **Dr. Lester G. Jackson** regarding opening a Botanical Sciences/Medical Cannabis Dispensary in Richmond County.

C. **Ms. Ashley Whitaker,** representative Junior Achievement of Georgia regarding a funding request for the JA Discovery Center of the CSRA.

D. **Ms. Garian Henry** regarding a request for funding to improve living conditions for residents in the community of Magnolia Court Apartments/East Boundary.

E. **Consider a request from Ms. Sharon Bush Ellison** regarding revocation of business permit# LCB20190001393.

CONSENT AGENDA

(Items 1-9)

PUBLIC SERVICES

1. **Motion to ratify the approval of Z-23-18 by the** Augusta Commission a request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by John T. Arnett Jr. & Karen B. Arnett requesting a rezoning from zone R-1A (One-family Residential) to zone **P-1 (Professional Office) affecting property containing approximately 0.47-acres located at 3442 Peach Orchard Road**. Tax Map #133-3-015-00-0. DISTRICT 6 **(Approved by the Commission on May 16, 2023)**

2. **Motion to ratify the approval of Z-23-19** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Celina Lofton on behalf of Blake Dornfeld & Olivia Golden requesting a rezoning from zone A (Agricultural) to zone B-2 (General Business)

affecting property containing approximately 2.7-acres located at 2836 Tobacco Road. Tax Map #129-0-739-00-0. DISTRICT 4 **(Approved by the Commission May 16, 2023)**

3. **Motion to ratify the Augusta Commission's approval of Z-23-20** – A request for concurrence with the Augusta Georgia Planning Commission to approve a petition by Woda Cooper Development, Inc. on behalf of J-Mar Broad Street Investments, LLC requesting a rezoning from zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting properties containing approximately 1.33-acres located at 1427 & 1437 Broad St. Tax Map #036-3-003-00-0 and 036-2-041-00-0. DISTRICT 1**(Approved by the Commission on May 16, 2023)**

4. **Motion to ratify the Augusta Commission's approval of Z-23-23 –** a request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Brad Meister requesting to **amend conditions adopted with rezoning application Z-21-24 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) without zoning restrictions** affecting property containing approximately 3.78-acres located at 3055 Dennis Road. Tax Map #007-1-006-00-0. **DISTRICT 7 (Approved by the Augusta Commission May 16, 2023)**

5. **Motion to ratify the Augusta Commission's approval of Z-23-24 –** a petition by Bobby Bagwell on behalf of CKJ Properties, LLC, requesting to amend a condition adopted with **rezoning application Z-22-38 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential)** to allow for 22-foot-wide lots affecting property containing approximately 8.84-acres located at **2427 Boykin Road**. Tax Map #166-0-004-00-0. **DISTRICT 6 (Approved by the Augusta Commission May 16, 2023)**

PETITIONS AND COMMUNICATIONS

6. Motion to **approve** the minutes of the regular scheduled Commission Meeting held May 16, 2023 and Special Called Meetings held May 23 and 26, 2023.

APPOINTMENTS

7. Motion to **approve** the appointment of **Reginald B. Forrest** to the ARC Board of Zoning & Appeals representing District 6.

8. Motion to **approve** Mr. **David M. Barbee, Sr**. to the Historic Preservation Commission representing **District 6**.

9. Motion to **approve** the appointment of **Ms. Carletta W. McGruder** to the ARC Library Board of Trustees representing **District 6.**

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 10-45)

PUBLIC SERVICES

10. Motion to accept the award of the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant for Boykin Road Park.

11. Motion to approve Pyro Shows East Coast, Inc. as annual vendor for the Independence Day Celebration Fireworks Show.

12. Motion to **ratify** the mayoral execution of the time-sensitive resolution for the pre-application for the Land and Water Conservation Fund (LWCF).

13. Motion to approve Runway 35 Special Authorization Category II (Low Visibility) Approach, Federal Aviation Administration (FAA) Reimbursable Agreement in the amount of $1,306,593.64. Approved by the Augusta Aviation Commission on April 27, 2023.

ADMINISTRATIVE SERVICES

14. Motion to approve the Letter of Intent between Augusta, Georgia and Georgia State Properties Commission for property located at 3423 Mike Padgett Highway.

15. Receive as information an update on the Rowing Club needs and approve additional time for Central Services to return with required specifications and needed funding recommendations.

16. Approve the attached sole source procurement from Downtown Decorations, Inc in the amount of $99,876.00 for downtown area Christmas décor.

17. Motion to approve acceptance of grant award from the Governor's Office's Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant program for the Extending the Common: Bridging Recreation and Commerce in Downtown Augusta project.

18. Motion to approve the purchase of one 2023 Digger Derrick truck, at a total cost of $319,000 from Altec of Birmingham, AL (Bid #22-266) for the Engineering Department – Traffic Engineering Division.

19. Presentation of the Rightsizing Plan recommendations by Interim Administrator Douse.

20. Motion to approve a Strategic Plan Kickoff meeting on Thursday, June 29, 2023.

21. **Messrs. Moses Todd and Jeff Rice** Plumbers and Steamfitters Local Union 150 relative to Workforce Development Hub Augusta, Georgia.

22. Motion to **approve** directing H.R. to start search for a Solid Waste Director. **(Requested by Commissioner Wayne Guilfoyle**

ENGINEERING SERVICES

23. Approve sole source purchase order to Itron for the purchase of encoder receiver transmitters (ERTs) for Augusta Utilities.

24. Motion to Adopt Resolution for Transportation Infrastructure Improvements Act (TIA) of 2010 Project Agreement (IGA) relative to the TIA2 funded Projects. Requested by Engineering.

25. Approve entering into an agreement with (CSXT) CSX TRANSPORTATION, INC. Company stating that Augusta, GA will pay for the Construction Engineering, Inspection, and Flagging protection services, for the 13th Street Improvements Project in accordance with the estimate $49,509.00. Also, approve the Construction Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering

26. Receive update on Waste Management Waste Hauler Contract- Amendment2 Two-year Extension Terms Negotiation. Also, Review and Consider approving Engineering & Environmental Services Director Recommended Path Forward (Attached Exhibit A; listed at Memo 2/2 page). requested by Engineering / Bid 11-112

27. **Approve** Task Order Three funding for Forrest Hills Drainage Basin Drainage Improvements Engineering Services Agreement to Alfred Benesch & Company (Benesch) in the amount of $37,460.00 as requested by the Engineering. RFQ 19-148

28. Approve supplemental funding (SA3) for Design Phase of the Design Consultant Services Agreement to CHA (formerly Wolverton & Associates, Inc.) in the amount of $25,000.00 for the Wrightsboro Road Improvements Project as requested by the Engineering. RFQ 19-238

29. Receive as information an update regarding Ellis Street Property Assessment & Supplemental Drainage Study. Discuss findings on observed conditions of each structure and discuss the defects and likely causes of the observed conditions.

30. Approve Augusta Engineering entering into Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Reducing Beaver Damage and related Flooding Issues. Requested by Augusta Engineering.

FINANCE

31. Task the Administrator with bringing back a status update on the 82.3 million of American Rescue Plan (ARP) spending plan in a line itemized breakdown format…. With name of Entity / Activity awarded, Award amount and balance / statue to date. **(Requested by Commissioner Wayne Guilfoyle)**

32. Present 2024 Budget Planning Calendar for Approval

33. Motion to **approve** allowing the Administrator to bring back recommendations for funding sources for the request made by Ms. Ernesia Wright of the Georgia Soul Organization in the amount of $250,000. **(Approved by Finance Committee May 9, 2023) (Deferred from to the May 16, 2023 Commission Meeting to the June 6, 2023 meeting)**

34. Motion to **approve** the development of a plan regarding the reduction of the deficit of $1.3 million dollars of the Augusta Library with the division of this amount in half with $650,000 each to the Library and Augusta and a further division into two cash payments on the Library side of $325,000 each with one received by Augusta in FY2023 and one in FY 2024. On Augusta's side the $650,000 will be divided in half with $325,000 added as an increased funding level to the Library's FY2024 budget and the second payment of $325,000 will be added as an increased funding level to the Library's FY2025 budget with the total plan to be subject to a review by the Law Department. **(Approved by Finance Committee May 9, 2023 and deferred from the May 16, 2023 Commission Meeting)**

PUBLIC SAFETY

35. Motion to approve Augusta-Richmond County FY24 Capacity Agreement for State Inmates to be housed at the Richmond County Correctional Institution

36. Motion to approve Community Cat Ordinance Amendment. **(Approved by Full Commission April 18, 2023)**

37. Motion to approve the FY2024 Criminal Justice Coordinating Council grant award for the Family Treatment Court Program in the amount of $134,120.

38. Motion to approve the FY2024 Criminal Justice Coordinating Council grant award for the Adult Felony Drug Court Program in the amount of $727,962.

39. Motion to accept FY24 Criminal Justice Coordinating Council Grant

APPOINTMENT(S)

40. Consider the following for appointment to the Augusta Economic Development Authority: **(Submitted by Mayor Garnett Johnson)**

    1. Greg Hill (Requested by Commissioner Tony Lewis)**; 2.) Melanie Taylor** (Requested by Commissioner Sean Frantom. **3) Deke Copenhaver** (Requested by Commissioner Wayne Guilfoyle). To replace the following **1) Henry Ingram, 2) Brenda Bonner 3) Remer Brinson**

41. Motion to **approve** the appointment of Ms. Collette D'Antignac to Augusta Economic Development Authority to replace Mrs. Brenda Bonner. **(Requested by Commissioner Francine Scott)**

42. Motion to **approv**e the appointment of **Mr. Corey Johnson** to the Augusta Economic Development Authority to the seat currently held by Mr. Charles Lamback. **(Requested by Commissioner Alvin Mason)**

43. Motion to **approve** the appointment of **Mr. Greg Hill** to the Augusta Economic Development Authority to replace Mr. Remer Brinson. **(Requested by Commissioner Tony Lewis and submitted by Mayor Garnett Johnson**).

44. Motion to **approve** the appointment of Mr. Deke Copenhaver to the Augusta Economic Development Authority to replace Mr. Henry Ingram. **(Requested by Commissioner Wayne Guilfoyle and submitted by Mayor Garnett Johnson)**

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Commission Meeting

June 6, 2023

Presentation to Patrick Broome and Tate Williams

Department:	N/A
Presenter:	N/A
Caption:	Presentation to Patrick Broome and Tate Williams for their outstanding initiative, courage, and heroism in rescuing an elderly gentleman from a car that was submerged in the Savannah river on May 7th.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

June 6, 2023

Delegation- Dr. Lester G. Jackson

Department:	N/A
Presenter:	N/A
Caption:	**Dr. Lester G. Jackson** regarding opening a Botanical Sciences/Medical Cannabis Dispensary in Richmond County.
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

Item B.

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

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

✓	Commission	Date of Meeting 06-06-2023
	Public Safety Committee	Date of Meeting
	Public Services Committee	Date of Meeting
	Administrative Services Committee	Date of Meeting
	Engineering Services Committee	Date of Meeting
	Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: Dr. Hester G. Jackson
Address: 6 Serenity Pointe, Savannah, GA 31419
Telephone Number: 912-659-0394
Fax Number:
E-Mail Address: Drljackson@comcast.net

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

Botanical Sciences a Medical Cannabis company would like to open a cannabis dispensary in Richmond County.

Please send this request form to the following address:

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

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

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

Commission Meeting

June 6, 2023

Delegation- Ms. Ashley Whitaker

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Ashley Whitaker,** representative Junior Achievement of Georgia regarding a funding request for the JA Discovery Center of the CSRA.
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

Nancy Morawski

From: Ashley Whitaker <awhitaker@georgia.ja.org>
Sent: Monday, May 22, 2023 1:41 PM
To: Nancy Morawski
Cc: Danielle Wilkes; Jasmine Sims
Subject: [EXTERNAL] Request to be added to Commission Agenda
Attachments: Agenda Request- JA of Georgia.pdf

Hello,

Attached is my completed request form. I am a representative from Junior Achievement of Georgia and would like to request we be added to the June 6th commission meeting. Please let me know if you need any additional information from me. Thank you for the opportunity and hope to hear from you soon.

Ashley Whitaker
Director of Development, Central Savannah River Area
Junior Achievement of Georgia
706.691.9276 | georgia.ja.org
Facebook | Instagram | LinkedIn | Twitter



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AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

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

____X_____ Commission	Date of Meeting: June 6, 2023
_____ Public Safety Committee	Date of Meeting _____
_____ Public Services Committee	Date of Meeting _____
_____ Administrative Services Committee	Date of Meeting _____
_____ Engineering Services Committee	Date of Meeting _____
_____ Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Danielle Wilkes and Ashley Whitaker with Junior Achievement of GA
Address: 1105 Hogan Street, Augusta, GA 30904
Telephone Number: 706-691-9276
Fax Number: N/A
E-Mail Address: awhitaker@georgia.ja.org

Caption/Topic of Discussion to be placed on the Agenda: Junior Achievement of Georgia would like to speak to the Commission to receive funding for the JA Discovery Center of the CSRA, set to open in early 2024. This funding wouldcover representation of Richmond County Government inside the facility and would impact Richmond County students, teachers, and citizens.

Please send this request form to the following address:

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

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

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

Commission Meeting

June 6, 2023

Delegation_ Ms. Garian Henry

Department:	N/A
Presenter:	N/A
Caption:	Ms. Garian Henry regarding a request for funding to improve living conditions for residents in the community of Magnolia Court Apartments/East Boundary.
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: GeeBabyTeaUp <garianhenry1974@gmail.com>
Sent: Tuesday, May 2, 2023 10:12 PM
To: Lena Bonner
Subject: [EXTERNAL] Request Hearing

To whom it may concern, my name is Garian Henry and I conduct Stop the Violence Rallies which is on its 3rd Annual in Augusta. I would like to appear before the Commission requesting a hearing to address my community at Magnolia Court Apartments off of East Boundary. I live out here and I am asking the city to help with funding to get some of the under privileged children off the floors sleeping on dirty clothes. I have gone into residences and witnessed conditions children are in and when deprived of adequate sleep it will have a negative bearing on a child's performance. I laid on the floor one night to see how they felt and my back was killing along with neck pains and bones hitting the cold floors. I am a AU student getting my Masters in Public Administration and good Community Development focuses on the well being and quality of living. So I ask to appear before the commissioners to address this issue and to hopefully get aid to the families that make up the community. I ask for twin beds and mattresses plus sheets. Children can not help themselves and they are our future leaders. I ask that you all do the right thing and be a Blessing to them. More information will be provided during my hearing. Mayor Johnson was willing to hear the request to fund the Pride event for June and money has already been given to fund St. Patrick Parade and $20,000 was used for Juneteenth celebration. Commissioner Jordan Johnson said it best we have to make sure that we are supporting our community and this is how you start. My number is 706-306-4835. Thank you for your Time and I look forward to hearing from you all. God Bless

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Commission Meeting

June 6, 2023

Delegation_ Ms. Sharon Bush Ellison

Department:	N/A
Presenter:	N/A
Caption:	Consider a request from Ms. Sharon Bush Ellison regarding revocation of business permit# LCB20190001393.
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

BizMaxPrint
Take your Biz to the Max!

Fax Cover Sheet

Item E.

3358 Wrightsboro Road • Augusta, GA 3[illegible]
(706) 738-8282 · Fax (706) 922-3232
www.BizMaxPrint.com

Date: 5-8-2023

To: CLERK OF COMMISSION

Company: OFFICE OF THE CLERK OF COMMISSION

Fax No.: 706 821-1838

Pages: 8 (Including cover page)

From: SHARON BUSH ELLISON

Company: _____

Phone: _____

Comments: OFFICE OF THE CLERK OF COMMISSION

C/O BUILDING PERMIT MANAGER.

REQUEST FOR RESOLUTION FOR REVOCATION OF BUSINESS PERMIT LCB20190001393; PUBLIC SAFETY VIOLATIONS.

SBE.

- High Speed Copies
- Full Color Copies
- Oversize Copies
- Offset Printing
- Notary Public
- Resumes
- Computer Rentals
- Magnetic Signs
- Custom Signs
- Fax Service
- Rubber Stamps
- Passport Photos
- Flyers & Menus
- Graphic Design
- Office Supplies
- Instant Posters
- Custom Banners
- Custom Invitations
- Instant Laminating
- UPS Shipping

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SHARON BUSH ELLISON
PRO SE
3358 WRIGHTSBORO ROAD, #9
AUGUSTA GEORGIA 30909
sharonbushellison@gmail.com

COMPLAINANT:
SHARON BUSH ELLISON

RE: REQUEST FOR RESOLUTION FOR REVOCATION OF BUSINESS PERMIT LCB2019000393 FOR PUBLIC SAFETY VIOLATIONS ALSO NEGLIGENT SUPERVISION. OF BUSINESS.

REQUEST FOR RESOLUTION AGAINST KENTUCKY FRIED CHICKEN ("KFC") DISTRICT MANAGER AND GENERAL MANAGER OF AUGUSTA GEORGIA,

COMES NOW, SHARON BUSH ELLISON THE ABOVE NAMED COMPLAINANT AND PRESENTS THIS PROPOSED RESOLUTION TO AUGUSTA GEORGIA COUNTY BOARD OF COMMISSIONERS (HEREAFTER "THE BOARD" REQUIRING THE BOARD TO SCHEDULE THE MATTER FOR HEARING TO DECIDE AND DETERMINE THE QUESTION OF ("KFC") REVOCATION OF BUSINESS PERMIT REVOKING THE AUTHORITY GRANTED WITHIN LCB2019000393 AND THAT SAID PERMIT LCB2019000393 (KFC STAND REVOKED. UNTIL CORPORATE OFFICE OF

KENTUCKY FRIED CHICKEN REQUIRES INVESTIGATION OF PUBLIC SAFETY AND OTHER LAW VIOLATIONS THAT ARE BEING CONDUCTED AT THE 3425 WRIGHTSBO ROAD RESTAURANT # E9L0050.

COMPLAINANT STATEMENT IN SUPPORT OF THIS RESOLUTION

ON OR AROUND 11:45am - 12 NOON - WHILE STANDING AT THE REGISTER AREA OF THE KENTUCKY FRIED CHICKEN LOCATED AT WRIGHTSBORO ROAD AUGUSTA GEORGIA, A BLACK FEMALE WITH NO NAME TAG WALKED UP TO THE REGISTER AND BEGIN TAKING SEVERAL ORDERS. AFTER GETTING DOWN TO THE LAST THREE PERSONS IN LINE AND I BEING AROUND THE SECOND PERSON, THE "BLACK FEMALE" BEGAN PULLING UP HER UNIFORM SHIRT AND RUBBING HER STOMACH IN A SEDUCTIVE MANNER. THE FEMALE MADE THAT SAME GESTURE AT LEAST 2 OR 3 TIMES WHILE DURING THE LAST EPISODE OF RUBBING, THE "BLACK FEMALE LEFT THE SHIRT UP AND JUST CONTINUED RUBBING HER STOMACH. WHILE WORKING AT FRONT REGISTER AND RECEIVING MONEY FROM CUSTOMERS. THE BLACK FEMALE HAD NO SHIRT UNDER THE UNIFORM AND SHOWED NAKED SKIN TO CUSTOMERS.

AT THAT TIME I ASKED THE
"BLACK FEMALE" WHO POSED AS A
EMPLOYEE OF "KFC"
COULD SHE PLEASE NOT RUB HER
NAKED STOMACH IN THE FRONT OF ME
WHILE TAKING MY ORDER, FOR FOOD.
THE BLACK FEMALE CONCOCTED
A DEMEANOR AS IF SHE WAS
SOME BAD GANGSTER THAT A
CUSTOMER OF KENTUCKY FRIED CHICKEN
HAD TO BE-SCARED OF.
THE "BLACK FEMALE STATED
DONT SAY NOTHING TO ME.
I THEN STATED NO YOUR BEHAVIOR
UNACCEPTABLE AND YOU CANNOT
GET AN ATTITUDE BECAUSE YOU HAVE
NO RIGHT RUBBING YOUR NAKED
STOMACH IN THE FRONT OF CUSTOMERS.
"THE BLACK FEMALE" THEN STATED
YOU CAN JUST LEAVE CAUSE I
AM NOT SERVING YOU.
I STATED NO I AM NOT LEAVING
BECAUSE YOU HAVE NO RIGHT RUBBING
YOUR NAKED STOMACH IN THE FRONT
OF CUSTOMERS.
"THE BLACK FEMALE" WALKED AWAY
FROM THE REGISTER WHILE CURSING
AND SAYING "I AINT TAKING YOUR ORDER
CAUSE I CAN REFUSE SERVICE
WHO THE "FUCK" YOU THINK YOU TALKING TO
AND WENT ON AND ON CURSING WHILE
BEHIND THE COUNTER SERVING CUSTOMERS

THE "BLACK FEMALE" THEN GOT LOUDER SAYING FOR REAL FOR REAL SHORTY I WILL SLAP YOU SHORTY CAUSE I WILL SLAP ANYBODY YOU BETTER ASK SOME BODY. SHORTY. FOR REAL.
I STATED "YOU ARE NOT GONNA SLAP ANYONE."
AFTER WAITING AT THE COUNTER AN "ADDITIONAL WORKER" CAME TO THE REGISTER AND STATED WHAT WOULD YOU LIKE TO ORDER MA'AM.
I GAVE THE ORDER AND THE WORKER THEN CALLED THE 'BLACK FEMALE' TO THE REGISTER AND INSTRUCTED HER TO RING UP THE ORDER OF FOOD.
THE BLACK FEMALE WALKED OFF FROM THE REGISTER STATING I AIN'T TAKING HER ORDER. I CAN REFUSE HER SERVICE. THE "ADDITIONAL WORKER STATED "NO YOU CAN'T."
THE "ADDITIONAL WORKER" INSTRUCTED AN EXTRA WORKER TO TAKE THE ORDER FOR FOOD
THE WORKER TOOK MY ORDER AND I WAITED FOR FOOD WHILE THE BLACK FEMALE WALKED AROUND AT THE BACK OF THE COUNTER LIKE SHE WAS BAD AND WOULD CAUSE A CUSTOMER OF KENTUCKY FRIED CHICKEN HARM WHILE SHE WORKED HER JOB IN A UNFIT, UNPROFESSIONAL, ILLEGAL NEGLIGENT HOSTILE MANNER. NO MANAGER SUPERVISED THE SITUATION EVEN AFTER SEEING AND HEARING.
THIS 8 DAY OF MAY, 2023

Shamekia Ellison
PRO SE

CITATIONS OF AUTHORITY IN SUPPORT OF RESOLUTION REVOKING PERMIT OF KENTUCKY FRIED CHICKEN ("KFC")

PURSUANT TO ALL LOCAL ORDINANCES STATE AND OR FEDERAL LAWS GOVERNING FRANCHISE AGREEMENTS, ANY FRANCHISE OPERATING IN VIOLATION OF PUBLIC SAFETY REQUIRE IMMEDIATE TERMINATION OF ANY EXISTING FRANCHISE AGREEMENT.

PURSUANT TO CODE OF GEORGIA TITLE 16 WHICH GOVERN CRIMES AND OFFENSES,

A WORKER OF ANY PUBLIC FRANCHISE THAT TELLS A CUSTOMER "I AM GOING TO SLAP YOU" REACHES THE LEVEL OF ASSAULT.

A FRANCHISE THAT DOES NOT HAVE PROCEDURES AND OR POLICES PROMULGATED TO DEAL WITH SUCH VIOLATIONS, WOULD BE AN ILLEGAL FRANCHISE AND PURSUANT TO ANY FOREGOING CLAUSE OF THE EXISTING FRANCHISOR AGREEMENT REQUIRES THE FRANCHISE AGREEMENT TO BE A REVOKED AGREEMENT.

I REQUEST THE BUSINESS PERMIT REVOCATION OF KENTUCKY FRIED CHICKEN AKA "KFC."

PROPOSED RESOLUTION

A RESOLUTION AUTHORIZING AUGUSTA GEORGIA BOARD OF COMMISSION TO ENTER INTO AN AGREEMENT, UNDER THE JURISDICTION OF COUNTY GOVERNING AUTHORITY, IN REGARD TO THE KENTUCKY FRIED CHICKEN PERMIT REVOCATION PENDING INVESTIGATION OF PUBLIC RESTAURANT SAFETY VIOLATION BATTERY OR ASSAULT-TOWARD A CUSTOMER, SHARON BUSH ELLISON.

A RESOLUTION AUTHORIZING THE REVOCATION OF THE KFC PERMIT.

THE REVOCATION OF KENTUCKY FRIED CHICKEN RESTAURANT LE9600500 POSING AS BUSINESS PERMIT LCB20190001393.

THIS 8 DAY OF MAY, 2023

Sharon Bush Ellison

PRO SE

APPROX; 12:09 PM

MON.

CERTIFICATE OF SERVICE

I HAVE THIS DAY SERVED A COPY OF THE WITHIN AND FOREGOING REQUEST FOR RESOLUTION AGAINST KENTUCKY FRIED CHICKEN (KFC) DISTRICT MANAGER AND GENERAL MANAGER OF AUGUSTA GEORGIA'; STATEMENT IN SUPPORT OF THIS RESOLUTION; CITATIONS OF AUTHORITY IN SUPPORT OF RESOLUTION REVOKING PERMIT OF KENTUCKY FRIED CHICKEN "KFC"; AND PROPOSED RESOLUTION.

BY FIRST-FAXING A COPY OF SAME TO 706 826-4790 AND THEN OR 706821-1838 DEPOSITING A COPY OF SAME IN THE CERTIFIED MAIL SERVICES OF THE UNITED STATES

TO ASSURE DELIVERY UPON:

THE AUGUSTA RICHMOND COUNTY BOARD OF COMMISSIONERS

BUILDING PERMIT MANAGER.

C/O; CLERK OF COMMISSION

OFFICE OF THE CLERK OF COMMISSION

535 TELFAIR STREET

AUGUSTA GEORGIA 30901

THIS 8 DAY OF MAY, 2023

Sharon Bush Ellison

PRO SE

7 of 7

Commission Meeting

June 6, 2023

Item Name: Z-23-18

Department: Planning & Development

Presenter: Carla Delaney, Director

Caption: **Z-23-18** – A request for concurrence with the Augusta Georgia Planning Commission to **APPROVE** a petition by John T. Arnett Jr. & Karen B. Arnett requesting a rezoning from zone R-1A (One-family Residential) to zone P-1 (Professional Office) affecting property containing approximately 0.47-acres located at 3442 Peach Orchard Road. Tax Map #133-3-015-00-0. DISTRICT 6

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

1. The owner shall construct a six (6) foot high wood fence along the north property line commencing where the proposed front yard parking area begins.
2. Prior to the issuance of a revised business license the owner shall comply with all applicable building and fire codes for the conversion of the house into offices.
3. Prior to the occupation of the house converted into offices, the owner shall provide ADA accessibility to the building and within the building in accordance with all Federal ADA requirements.
4. Conversion of the existing house to an office use requires submission of a detailed engineered site plan for the parking area and driveway access to determine development requirements and shall comply with the Comprehensive Zoning Ordinance of Augusta, Georgia and all other development regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT

Case Number: Z-23-18

Hearing Date: Monday, May 1, 2023

Prepared By: Brian L. Kepner, Deputy Director, Planning & Licensing

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Applicant: John T. Arnett, Jr. & Karen B. Arnett

Property Owner: John T. Arnett, Jr. & Karen B. Arnett

Address of Property: 3442 Peach Orchard Road, Augusta, Georgia 30906

Tax Parcel #: Tax Map 133-3-015-00-0

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

Commission District: 6 (T. Lewis) **Super District:** 10 (W. Guilfoyle)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Ordinance Section(s)
Rezone from R-1A (One-Family Residential) to P-1 (Professional/Office)	Convert Existing House to Professional Office Use	Comprehensive Zoning Ordinance, Section 20

Summary of Request:

The request is to rezone 0.47 acres from R-1A (One-Family Residential) to P-1 (Professional/Office) for the purposes of converting the existing house of 1,112 square feet to a professional office use for the applicant's tax accounting business.

Comprehensive Plan Consistency:

According to the 2018 Comprehensive Plan the property is located within the South Augusta Character Area. The 2018 Comprehensive Plan's vision for the South Augusta Character Area is to maintain the suburban pattern of low and medium density residential development already established in the area and that Interstate interchanges, frontage roads, and other identified nodes be the home to new commercial and light industrial/warehousing development.

Community Objectives listed for the South Augusta Neighborhood Area in the 2018 Comprehensive Plan include the placement of appropriate business within the area, provide employment options and encourage infill re-development.

Findings:

1. There are no previous zoning cases on file for this property.
2. Public potable water and public sanitary sewer systems are available to the property. Public potable water and sanitary sewer runs across the front of the property along Peach Orchard Road.
3. The Georgia Department of Transportation (GDOT) Function Classification map, 2017, identities Peach Orchard Road as a major arterial road. The closest transit route is located approximately 275 feet to the southwest from the property at the intersection of Peach Orchard Road with Rosier Road.
4. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
5. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
6. Properties to the west across Peach Orchard Road are zoned B-1 (Neighborhood Business) with some parcels being vacant and a retail store. A shopping center at the intersection of Rosier Road located approximately 275 feet to the southwest has B-2 (General Business) zoning. Adjacent properties to the north, east and south are single family homes with R-1A (One-family Residential) zoning.
7. The change in zoning would be consistent with the 2018 Comprehensive Plan with its proximity to the intersection of Rosier Road and existing commercial zoning in the area.
8. The conversion to an office use of the 1,112 square foot home will require 4 parking spaces, with one of them being handicap accessible.
9. The 0.47-acre property has ample room to provide the required parking for the proposed office use.
10. With access to the property directly off Peach Orchard Road, the driveway entrance will need to meet commercial development requirements.
11. The parking areas will need to be improved to meet the provisions of the Comprehensive Plan of Augusta, Georgia for parking regulation requirements.
12. The parking plan submitted with the application did not take into consideration the existing trees located in the front yard and their proximity to the house. The Owner may want to consider providing parking to the rear of the house close to the proposed handicap parking space.

Recommendation: The Planning Commission recommends **Approval** of the rezoning application subject to the following conditions:

1. The owner shall construct a six (6) foot high wood fence along the north property line commencing where the proposed front yard parking area begins.

2. Prior to the issuance of a revised business license the owner shall comply with all applicable building and fire codes for the conversion of the house into offices.
3. Prior to the occupation of the house converted into offices, the owner shall provide ADA accessibility to the building and within the building in accordance with all Federal ADA requirements.
4. Conversion of the existing house to an office use requires submission of a detailed engineered site plan for the parking area and driveway access to determine development requirements and shall comply with the Comprehensive Zoning Ordinance of Augusta, Georgia and all other development regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

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

March 3, 2023

Letter of Intent: 3442 Peach Orchard Road, Augusta, GA 30906

We are requesting rezoning the property at 3442 Peach Orchard Road, Augusta, GA 30906, from R-1A to P-1. Our intent is to use the existing current building as a Real Estate office and Income Tax business. Good News Realty and Emma's Tax Service, which we own, currently operate at 3452 Peach Orchard Road and we would like to relocate to 3442 Peach Orchard Road. I work by appointment, so there is no need for no more than 4 cars to ever be in the parking lot. I have been doing taxes and real estate for over 30 years and I have only needed 3 parking spaces due to customers having appointments.

Thank you for your consideration,

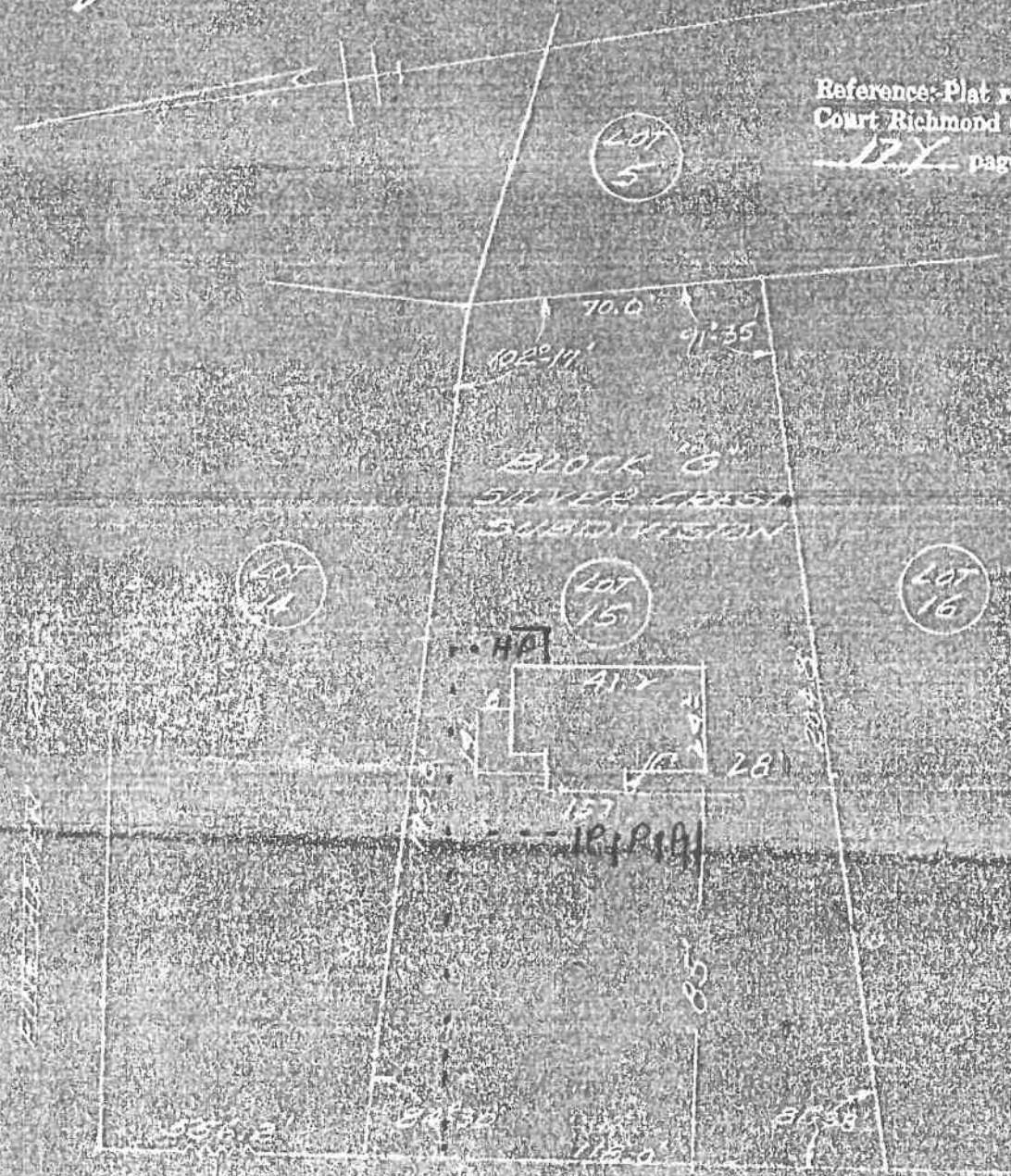
Karen B. Arnett

John T. Arnett Jr.

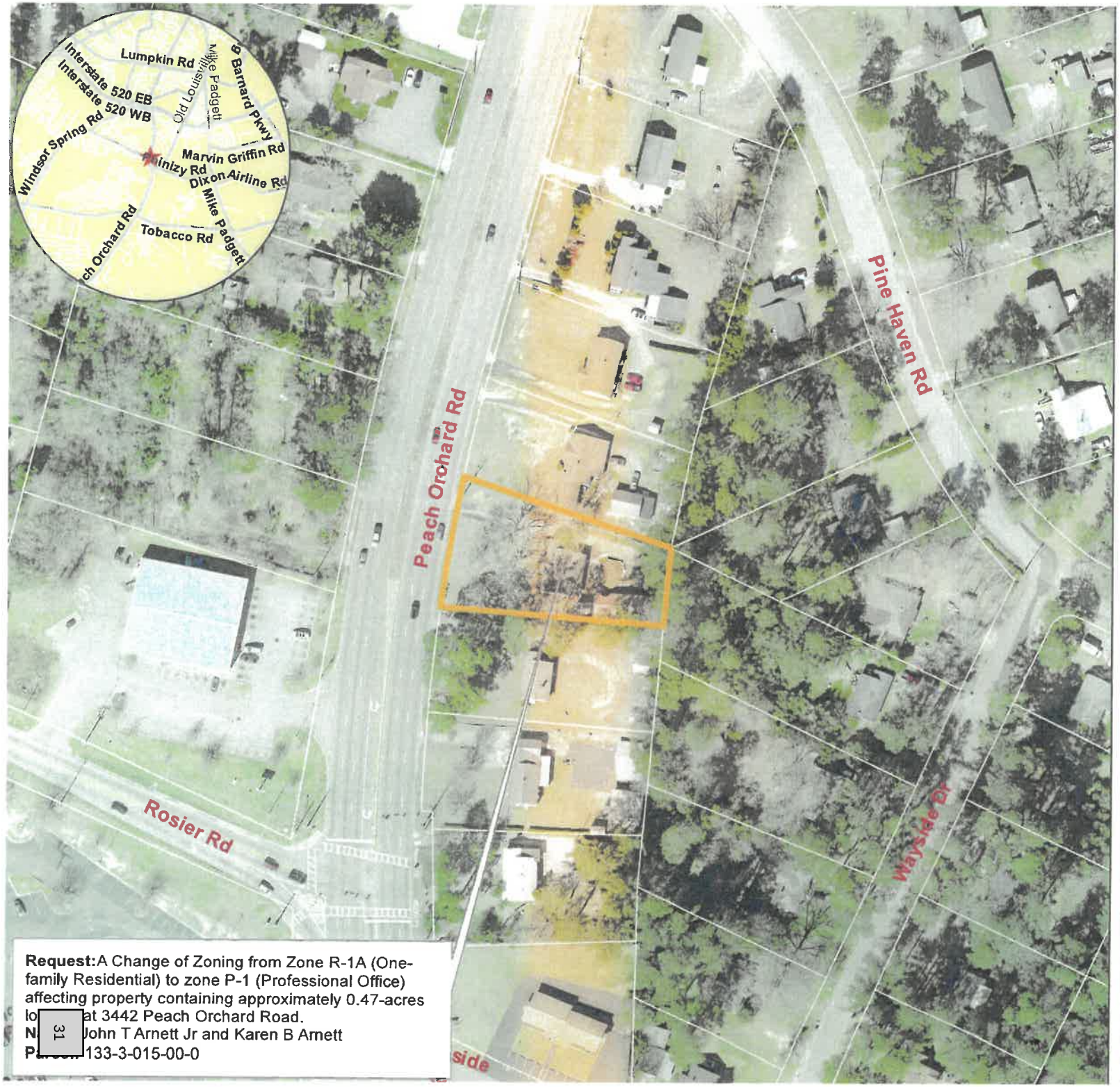
HP HANDICAP PARKING
P PARKING
D DRIVEWAY

I certify that this plat is correct, that the improvements are located as shown, and that there are no encroachments.

Reference: Plat recorded in Office Clerk of Court Richmond County, Ga. in Deed Book 12X page 483



THOMAS G. MCCOLLUM



Request: A Change of Zoning from Zone R-1A (One-family Residential) to zone P-1 (Professional Office) affecting property containing approximately 0.47-acres lo at 3442 Peach Orchard Road.
N John T Arnett Jr and Karen B Arnett
P 133-3-015-00-0

31

Planning Commission
Z-23-18
May 1, 2023

3442 Peach Orchard Road

Aerial

Legend

Parcel of Interest

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

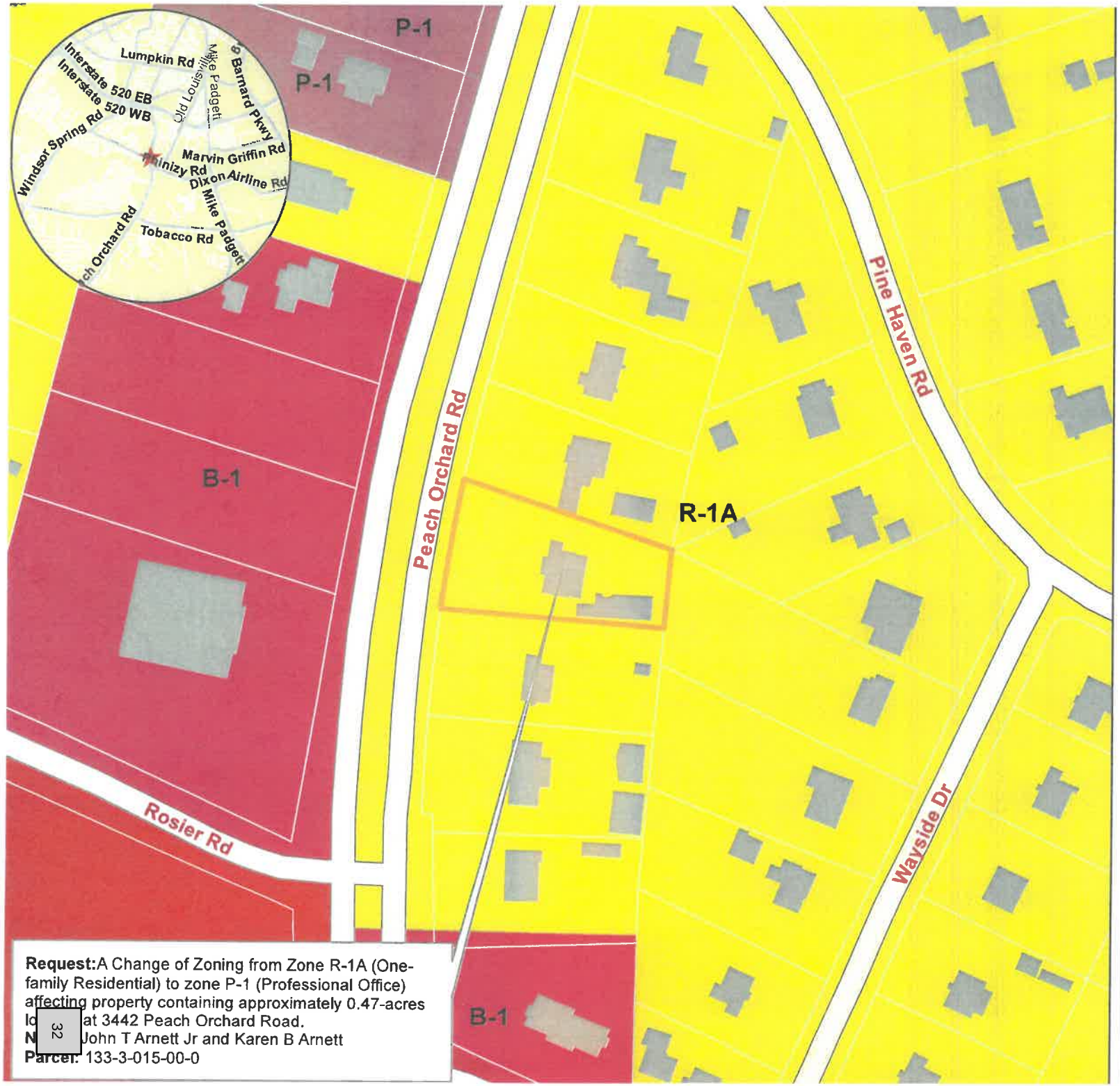
Augusta, GA Disclaimer

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N W E S

0 200 Feet

Item 1.



Request: A Change of Zoning from Zone R-1A (One-family Residential) to zone P-1 (Professional Office) affecting property containing approximately 0.47-acres lo at 3442 Peach Orchard Road.
N John T Arnett Jr and Karen B Arnett
Parcel: 133-3-015-00-0

32

Planning Commission
Z-23-18
May 1, 2023

3442 Peach Orchard Road

Current Zoning

Legend

Parcel of Interest

Zoning Classification

- B-1: Neighborhood Business
- B-2: General Business
- P-1: Professional
- R-1A: One Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

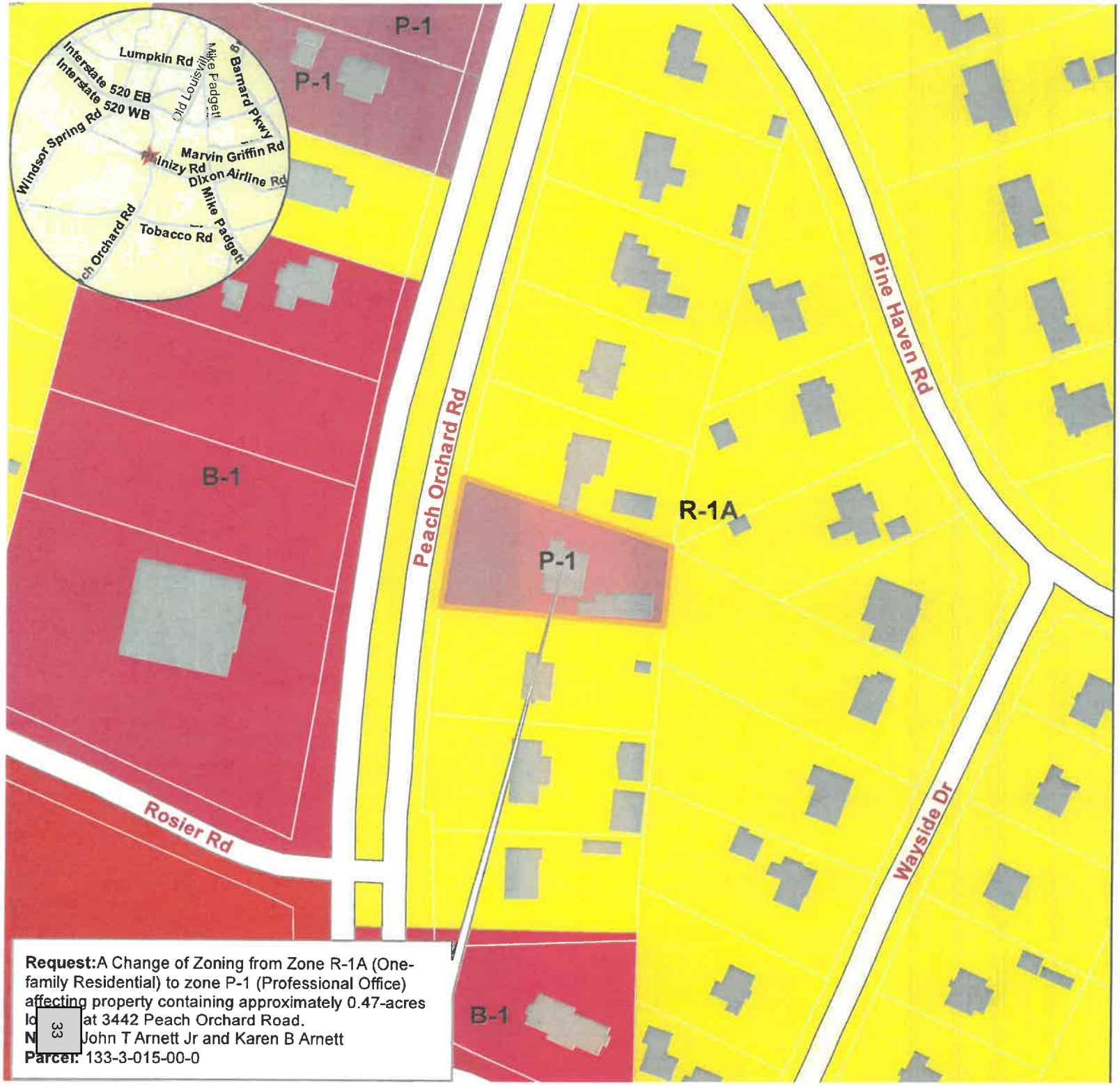
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N W E S

0 200 Feet

Item 1.



Request: A Change of Zoning from Zone R-1A (One-family Residential) to zone P-1 (Professional Office) affecting property containing approximately 0.47-acres lo at 3442 Peach Orchard Road.
N John T Arnett Jr and Karen B Arnett
Parcel: 133-3-015-00-0

33

Planning Commission
Z-23-18
May 1, 2023

3442 Peach Orchard Road

Future Zoning

Legend

Parcel of Interest

Zoning Classification

- B-1: Neighborhood Business
- B-2: General Business
- P-1: Professional
- R-1A: One Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

Augusta, GA Disclaimer

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N W E S

0 200 Feet

Item 1.

Commission Meeting

June 6, 2023

Item Name: Z-23-19

Department: Planning & Development

Presenter: Carla Delaney, Director

Caption: **Z-23-19** – A request for concurrence with the Augusta Georgia Planning Commission to **APPROVE** a petition by Celina Lofton on behalf of Blake Dornfeld & Olivia Golden requesting a rezoning from zone A (Agricultural) to zone B-2 (General Business) affecting property containing approximately 2.7-acres located at 2836 Tobacco Road. Tax Map #129-0-739-00-0. DISTRICT 4

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

1. Any change in use, or expansion of, the Group Personal Care Home must return to the Planning Commission for further review and approval.
2. The home shall be staffed on a 7-day, 24-hour basis.
3. The home shall be limited to 12 residents/clients with staff coming in shifts per the Augusta Health Dept. findings on the capacity of the existing septic system. Any live-in staff will be counted towards the maximum occupancy.
4. No detached residential space shall be added to the property; all residents/clients must live in the existing home.
5. A directional sign with the address clearly labeled with reflective lettering will be placed at the entrance to the common driveway at Tobacco Road and at the entrance to the subject property to assist emergency personnel.
6. Additional paved parking shall be provided as required per Section 28-F-B-4. Grass parking is not permitted.
7. The applicant must receive and maintain a City of Augusta business license and any required license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 111.8-62.01 of the O.C.G.A must be provided, and the applicant must provide annual fire department inspection reports.
8. If wheelchair bound persons reside in the residence all 2010 ADA Standards for Accessible Design requirements must be met, including but not limited to:
   All doorways must be at least 3 feet wide.

- At least one bathroom that permits a wheelchair dependent person to use all bathroom facilities unimpeded.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
REZONING STAFF REPORT

Case Number: Z-23-19

Hearing Date: Monday, May 1, 2023

Prepared By: Lois Schmidt, Planner 1

Applicant: Celina Lofton

Property Owner: Blake Dornfeld & Olivia Golden

Address of Property: 2836 Tobacco Road, Hephzibah GA 30815

Tax Parcel #: 129-0-739-00-0

Present Zoning: A (Agriculture)

Commission District: 4 (A. Mason) **Super District:** 9 (F. Scott)

Fort Gordon or Neighboring Jurisdiction Notification Required: N/A

Request	Proposed Use / Activity	Ordinance Section
Rezone A (Agriculture) to B-2 (General Business)	**Establish a Group Personal Care Home**	**Section 22-1**

1. **Summary of Request:**

The subject property is a 2.7-acre tract located at 2836 Tobacco Road that contains a 5,976 sq. ft. residential structure constructed in 1976. The applicant proposes to utilize the property as a staff operated Group Personal Care Home serving 14 residents.

Based on the floor plan submitted by the petitioner the structure contains a total of nine (9) bedrooms and four (4) bathrooms. Each floor contains a living room and kitchen. There is a handicap ramp on the rear of the property and a fenced outdoor area. The size of the rooms meets the required square footage established in the Comprehensive Zoning Ordinance.

A preliminary inspection was done by Code Enforcement officials on 4/17/2023 and the home was found to be clean and in excellent condition. The home had the necessary safety features

and passed inspection. A current Fire Dept. inspection will be needed if the petition is approved but there is a hardwired alarm system according to the applicant.

2. **Zoning History:**

The property received a Special Exception in 1989 (Z-89-63) to establish a Family Personal Care Home per Section 26-1-(h) of the Comprehensive Zoning Ordinance which allowed up to 6 residents/clients. Youngs Personal Care Home held a business license for many years, but the property was sold and the personal care home ceased to operate. There is no record of any further zoning approvals to expand the home from the original 6 residents/clients. But it is apparent it was expanded at some time based on the Code Enforcement inspection and applicant statements.

3. **Comprehensive Plan Consistency:**

According to the 2018 Comprehensive Plan, the property is located within the South Augusta Character Area. South Augusta is characterized by a suburban pattern of residential development. Commercial development is characterized by shopping centers, small strip centers, professional offices and individual commercial establishments arranged in a linear pattern along the major streets and highways and clustered near interstate highway interchanges. Newer light industrial uses tend to be located on arterial and collector roads near the Bobby Jones Expressway.

Findings:

1. The subject property is a 2.7-acre tract located at 2836 Tobacco Road that contains a 5,976 sq. ft. residential structure constructed in 1976.
2. A common driveway serves the subject property and two other properties to the south where it becomes Hoods Lane.
3. The structure contains a total of nine (9) bedrooms and four (4) bathrooms. There is a handicap ramp on the rear of the property and a fenced outdoor area.
4. The applicant is requesting to serve 14 residents/clients in the staff operated home.
5. The property received a Special Exception in 1989 (Z-89-63) to establish a Family Personal Care Home for up to 6 residents/clients. A license was maintained for many years, but the home is currently closed. There is no record of any further zoning approvals to expand the home from the original 6 residents/clients.
6. Code Enforcement Inspection inspected on 4/17/2023 and found the home to be clean and in excellent condition and large enough per square footage requirements to accommodate 14 residents.
7. The surrounding area contains B-2 zoning along Tobacco Road to the north and east consisting of a mix of business uses, townhomes and vacant property. Agriculture and single-family residential zoning and uses are located to the south. There is B-1 (Neighborhood Business) and R-1E (One-family Residential) zoning to the west. The

R-1E zoning was approved in 2022 (Z-22-07) for the purpose of developing 65 townhomes. The development plan is currently under review.

8. The home is served by public water and a septic system. The Richmond County Health Dept. inspected the property on March 27, 2023 and deemed the system adequate to serve 12 residents and staff.
9. Tobacco Road is classified as a major arterial road per the George Dept. of Transportation Functional Classification Map. The proposal will have minimal traffic impact.
10. The property has an adequate driveway but limited designated parking. Parking improvements may be required for guests and staff. The number of staff is determined by the level of care required for each resident.
11. There are no floodplains or wetlands on the property.
12. Any medical care would require driving 10+ miles into Augusta. Fire Station #20 is located at 2820 Old Hwy. 1 approximately 1.7 miles from the subject.
13. Crime statistics indicate minimal criminal activity in this area. The house has a hardwired alarm system.
14. If approved the petitioner must obtain a local business license as well as any required Georgia Department of Community Health license and maintain all for the duration of the business use at the subject address.
15. There are no semi-institutional uses within 1,200 feet of the subject property and no commercial nursing homes nearby.

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

1. Any change in use, or expansion of, the Group Personal Care Home must return to the Planning Commission for further review and approval.
2. The home shall be staffed on a 7-day, 24-hour basis.
3. The home shall be limited to 12 residents/clients with staff coming in shifts per the Augusta Health Dept. findings on the capacity of the existing septic system. Any live-in staff will be counted towards the maximum occupancy.
4. No detached residential space shall be added to the property; all residents/clients must live in the existing home.
5. A directional sign with the address clearly labeled with reflective lettering will be placed at the entrance to the common driveway at Tobacco Road and at the entrance to the subject property to assist emergency personnel.
6. Additional paved parking shall be provided as required per Section 28-F-B-4. Grass parking is not permitted.
7. The applicant must receive and maintain a City of Augusta business license and any required license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 111.8-62.01 of the O.C.G.A must be provided, and the applicant must provide annual fire department inspection reports.
8. If wheelchair bound persons reside in the residence all 2010 ADA Standards for Accessible Design requirements must be met, including but not limited to:

All doorways must be at least 3 feet wide.

- At least one bathroom that permits a wheelchair dependent person to use all bathroom facilities unimpeded.

Note: The information included in this staff report represents the best available information at the time it is written, which is generally two weeks prior to the Planning Commission hearing at which the zoning petition is to be heard. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge after the staff report is written and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

Lofton Personal Care Home
PO Box 576
Evans GA 30809
Office# 706-432-9202
Direct#762-227-9393
Loftonpch@att.net

March 20, 2033

Dear Planning and Zoning Department,

Letter of intent:

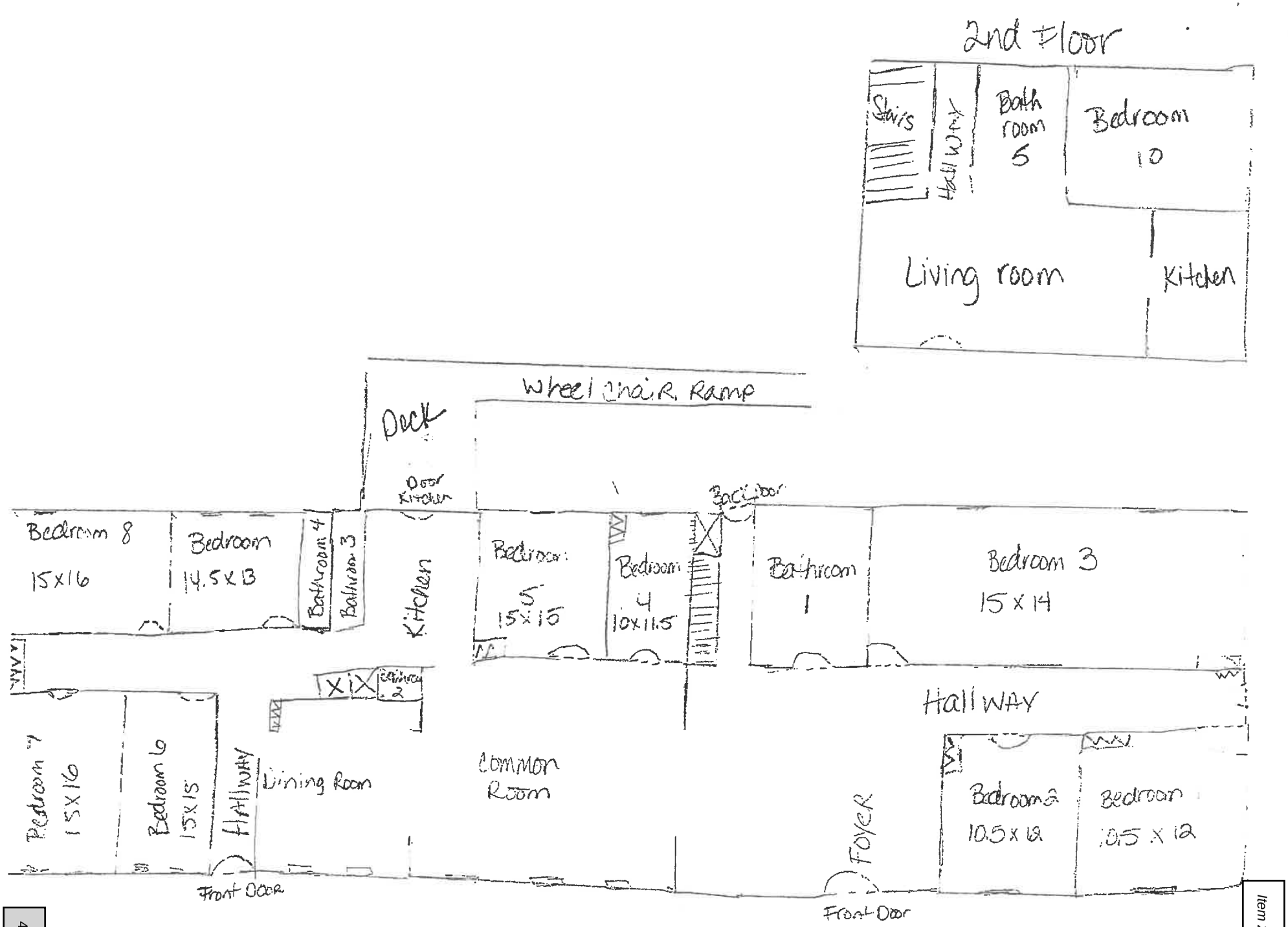
We are requesting rezoning at 2836 Tobacco Road Hephzibah GA 30815 for congregate living for a Personal Care Home with an occupancy of 14 residents and 2 staff per shift. Our facility will provide 24hr care for seniors and or disabled individuals that need assistance with daily living activities such as meal preparations, cleaning, laundry, companionship,medication management and much more.

Sincerely,

Celina Lofton

Celina Lofton Owner

Previously a pch - no current license


2nd Floor
Stairs
Bath room 5
Bedroom 10
Living room
Kitchen
Wheel chair Ramp
Deck
Door Kitchen
Back Door
Bedroom 8
15x16
Bedroom 7
14.5x13
Bathroom 4
Bathroom 3
Kitchen
Bedroom 6
15x15
Bedroom 4
10x11.5
Bathroom 1
Bedroom 3
15 x 14
Hallway
Bedroom 1
15x16
Bedroom 2
15x15
Hallway
Dining Room
Common Room
Foyer
Bedroom 3
10.5x12
Bedroom 2
10.5 x 12
Front Door
Front Door

AUGUSTA PLANNING AND DEVELOPMENT DEPARTMENT
PERSONAL CARE HOME INFORMATION SHEET

The following information will help the Augusta Planning Commission evaluate your request to establish a personal care home. It will be reviewed, along with other information collected by the staff or presented by the public, in formulating a recommendation regarding your request.

You must answer the following questions truthfully, to the best of your knowledge. Untrue or purposefully deceitful answers will be noted in evaluating the request.

1. Applicant's Name Celina Lofton
2. Property Owner's Name
3. Address / Phone # 2836 Tobacco Rd. Hephzibah GA 30815
4. To the best of your knowledge are there any other family day care homes, personal care homes, or transitional homes within 1200 feet of the proposed location? Yes or No NO
5. If #4 is yes then what is the address. N/A
6. Is the proposed location in a subdivision? Yes or No NO
7. If #6 is yes, what is the name of the subdivision? N/A
8. If #6 is yes to the best of you knowledge are there covenants in effect that preclude conducting businesses within the subdivision, or specifically address personal care homes? Yes or No N/A
9. Would the street(s) that the property is located on be classified as major or minor streets? Yes or No Yes, Minor
10. To your knowledge have there been any traffic accidents near this location? Yes or No NO
11. Is there traffic congestion at or near this location? Yes or No NO
12. Will this home be owner operated or staff operated Staff operated
13. If owner operated will owner live in home Yes or No N/A
14. Are you aware this Special Exception will limit the home to a maximum of six clients. Yes or No Requesting congregate home
15. If owner operated how many family members of the owner or operator would live in or would be kept in the home if approval were granted? N/A
16. Do you or any family member living at this address have any criminal convictions? Yes or No N/A
    If Yes what was the offense N/A
17. If any staff is to be hired for this facility will proper criminal history background checks be conducted? Yes or No Yes
18. To the best of your knowledge has anyone recently been arrested for a criminal act at this location or an adjoining residence? Yes or No NO
19. If the answer to #17 is yes, please explain. N/A
20. To the best of your knowledge are there any environmental problems at or near this location such as contaminated air, groundwater, or surface water? Yes or No NO

21. If #20 is yes, please explain. N/A
22. Are there any of the following near this location; (circle them) factories, junkyards, or similar land acres? NO
23. Are the adjoining lots small or large? For the purpose of this Information Sheet a small lot is smaller than 7500 square feet (75 X 100)? N/A
24. Is the proposed location a small or large lot using the criteria in #22? N/A
25. How many square feet in area is the house? 5900
26. How many bathrooms? 5
27. How many bedrooms? 10
28. Is the condition of the home good (fair) or poor? (Circle one)
29. Is there adequate outside area for the residents? (Yes) or No
30. If #29 is yes, is it behind the home? (Yes) or No
31. Will the outside area be screened from view from adjoining residences by shrubs, a wooden fence, or a masonry wall? (Yes) or No
32. Describe how additional parking would be accommodated on the property. The existing circle driveway will be used
33. Would provision of additional parking require use of the front yard area? Yes or (No)
34. Could persons visiting the clients pull forward into the street, or would they have to back into the street? Pull forward or Back into Pull Forward
35. Will any of the clients/patients be currently incarcerated or otherwise involved with the criminal justice system. NO
36. Is there public sewerage, or is sewerage provided by septic tanks? Septic tank
37. A sign would not be permitted, is that OK? Yes or No Requesting B-2 Zoning
38. The personal care home, if approved must be located in the home, not in an accessory structure. Is that OK? (Yes) or No
39. If approved there can be no exterior modification of the residence to accommodate the personal care home except those necessary to comply with the American for Disabilities Act. Is that OK? (Yes) or No
40. Have you been in contact with the Neighborhood Association/adjacent neighbors about your plans? Yes or No N/A - NO
41. Have you been in contact with the State Department of Human Resources Personal Care Home Division to begin the licensing process. Yes or No YES
42. Please be aware that all application fees are non-refundable.
43. Approvals or business licenses may be revoked if the Planning & Development Dept. or any other City Dept. finds just cause.

Celia Royston — Signature of Applicant

3.22.2023 — Date

2836 Tobacco Road

GROUP HOME (proposal)

Map/parcel 129-0-739-00-0

Currently zoned A (Agriculture)

2.7 Acres Class R-4 Residential Small Tracts

Applicant: **CELINA LOFTON 762-227-9393 / mscelinalofton@gmail.com**

**This parcel was previously a Group Home **

** Ms. Lofton is currently operating a Group Home at another location and is applying for this location so she can expand and provide services for more persons needing care.

This parcel addressed 2836 Tobacco Rd is located on a 2.7 acre lot.

The existing structure here has the following attributes for the proposed use:

- 10 bedrooms
- 5 bathrooms
- Foyer
- A common room for watching television, playing games, reading, etc. and there is already a piano in this room
- Dining room
- 2 kitchens (1 main kitchen downstairs and a small kitchen upstairs at the bedroom suite)
- There is already a handicap ramp at the rear exit to the back lot
- There is an existing patio deck at the rear exit
- It is noted that all Hard-wired, illuminated EXIT signs, smoke detectors, fire extinguishers and other FIRE equipment is in place here from the previous operating Group Home

The bedrooms here are equipped to service possibly **a total of fourteen(14) persons if the suite is to be utilized as a room for a "couple" needing their services).**

The rooms as outlined is listed here:

- Rooms # 1, 2,3 and 4 – will sleep 1(one) person per room with bedroom #4 having a private bath in the room = **(4 persons)**

- Rooms# 5,6,7 and 8 – will sleep 2 persons per room / it is noted that **Room #7 is being worked on at this time of inspection = (8 persons)**

- Room **#9** will remain vacant and will possibly be used as **a "Prayer-Quiet Room" or a place to do the persons hair)**

- Room **#10** which is the **upstairs suite** may possibly be used as residing quarter for a **"married couple" needing assistance** of a Group Home environment OR if not, it will be used as **an on-site office for the staff.** ** (If a couple is to be here – this will be the other **@2 persons**)

4+8+2= 14 persons total occupants not to include staff.

There were no noted violations at this time of Initial Inspection except the cosmetic work being completed for Room #7

Anita Williams 4-17-2023

Anita Williams Date
Code Enforcement Officer Senior

Group Home

PCH Check List

PCH name - Lofton Senior Living *was Lofton PCH

Applicant / contact info. - Celina Lofton 1-762-227-9393

Property address- 2836 Tobacco Road
Hephzibah, GA 30815

Mobility devices-

- ☐ Residents using any mobile devices
- ☐ Handrails and grab bars
- ☒ Front yard ramps with landscape buffer
- ☒ Wheel chair 60 x 60 turning radius

Bedrooms-

- ☒ 100 Sq. ft. per person

Bathrooms-

- ☐ 1 bathing or showering facility- per 6 person
- ☒ 2 bathing or 2 showering facility- per 6 to 12 person
- ☐ 1 lavatory and 1 toilet- per 4 person
- ☐ 2 lavatory and 2 toilet- per 5-8 person

Dining area able to accommodate all persons at same meal sitting–

- ☒ 3 to 5 person 80 sq. ft.
- ☐ 6 person 100 sq. ft.

Living area-

- ☐ 3-5 persons 120 sq. ft.
- ☒ 6 person 150 sq. ft.

Fenced and accessible outdoor area

- ☒ Fence good repair and outdoor area is available

Parking spaces-

- ☐ 2 residents/ 3 spaces
- ☐ 3 residents/ 3 spaces
- ☐ 4 residents/ 4 spaces
- ☐ 5 residents/ 4 spaces
- ☒ 6 residents/ 4 spaces

Exterior property areas

- ☐ Sanitation — All maintained
- ☐ Overgrowth
- ☐ Sidewalks
- ☐ Weeds
- ☐ Accessory structure — none at this time

Swimming pools

- ☐ Gate: self- closing and self- latching — N/A
- ☐ Barrier at least 48 inches

Exterior structure

- ✳ ☐ Premise identification — need to upgrade at the enthance
- ☒ Roof
- ☒ Walls
- ☒ Exterior Walls and fascia
- ☒ Stairs, decks, porches, balconies
- ☒ Handrails and guards
- ☐ Basement hatchways secured

Interior Structure

- ☒ Walls
- ☒ Ceilings — all in good conditions
- ☒ Doors
- ☒ Windows openable
- ☒ Floor covering impervious to water and clean
- ☒ Toilet (Flush properly, no leaks, secured to floor)
- ☒ Lavatory (Leaks, hot water, broken fixtures, drains properly)
- ☒ Kitchen sink (Leaks, hot water, broken fixtures, drains properly)
- ☒ Bathtub/ shower (Leaks, hot water, broken fixtures, drains properly)
- ☒ Receptacle/GFIC and switch covers (broken or missing)
- ☒ Expose wiring or old equipment no longer in use needs to be abated
- ☒ Panel box (clearance, all openings are filled)
- ☒ Heating facility
- ☒ Smoke detectors / fire prevention equipment/means of egress

Zoning

- ☐ Meets all zoning requirements

currently zoned A (Agriculture)
Class R-4

Additional comments

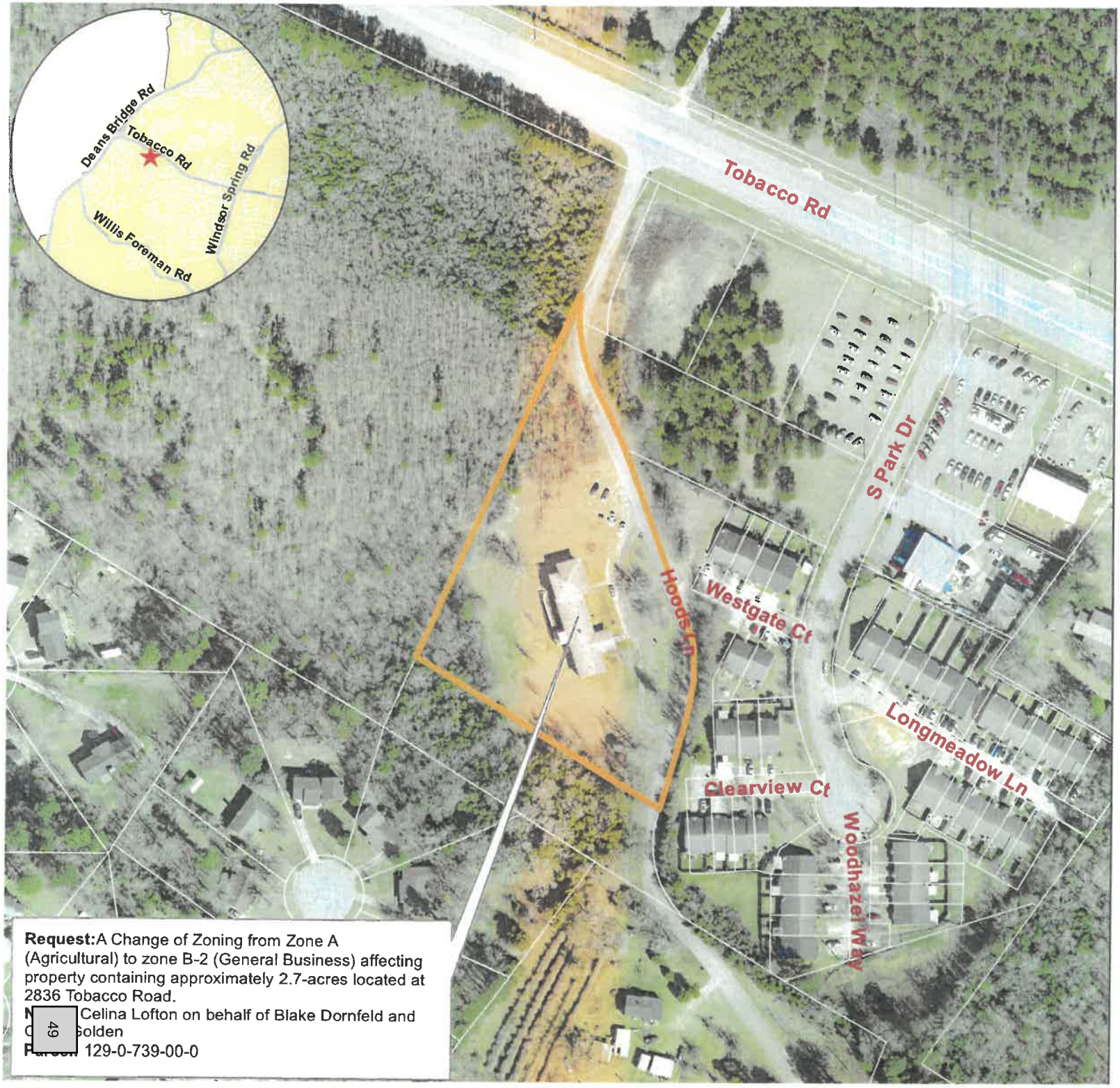
- This location of 2836 Tobacco Rd was previously operating as a Group Home.
- Applicant, Ms. Layton, is currently operating a Group Home elsewhere and is applying to start a Group Home here to provide services for more persons needing care

Approved_____ Not approved____

Follow-up required

N/A

Inspector Anita Williams Code Enforcement Phone 706-312-5178



Request: A Change of Zoning from Zone A (Agricultural) to zone B-2 (General Business) affecting property containing approximately 2.7-acres located at 2836 Tobacco Road.

N Celina Lofton on behalf of Blake Dornfeld and
O Golden

Parcel 129-0-739-00-0

Planning Commission
Z-23-19
May 1, 2023

2836 Tobacco Road

Aerial

Legend

Parcel of Interest

Augusta GEORGIA

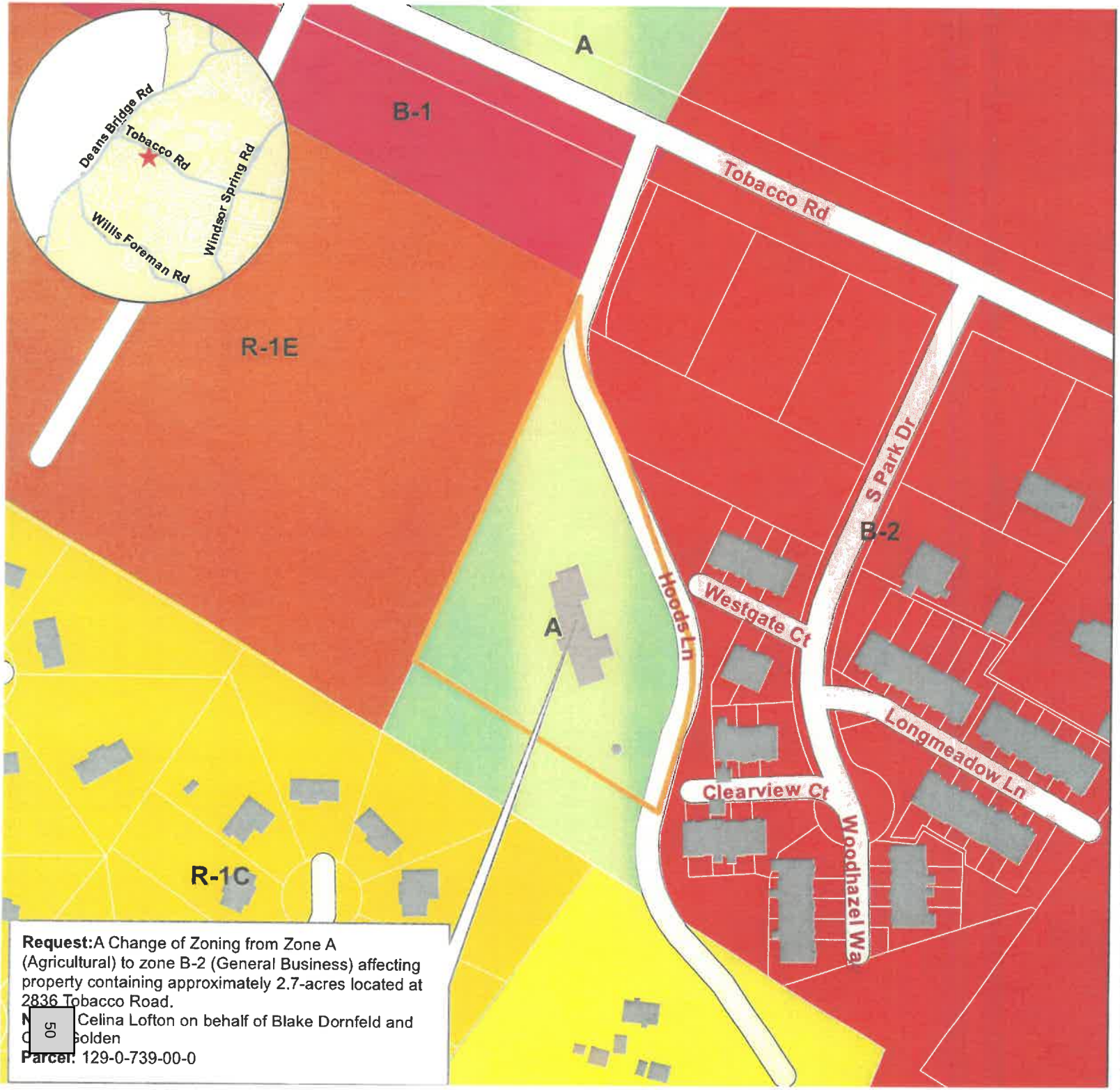
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N W E S

0 200 Feet



Request: A Change of Zoning from Zone A (Agricultural) to zone B-2 (General Business) affecting property containing approximately 2.7-acres located at 2836 Tobacco Road.

N Celina Lofton on behalf of Blake Dornfeld and C Golden

Parcel: 129-0-739-00-0

50

Planning Commission
Z-23-19
May 1, 2023

2836 Tobacco Road

Current Zoning

Legend

Parcel of Interest

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- R-1: One Family Residential
- R-1C: One Family Residential
- R-1E: One Family Residential

Augusta GEORGIA

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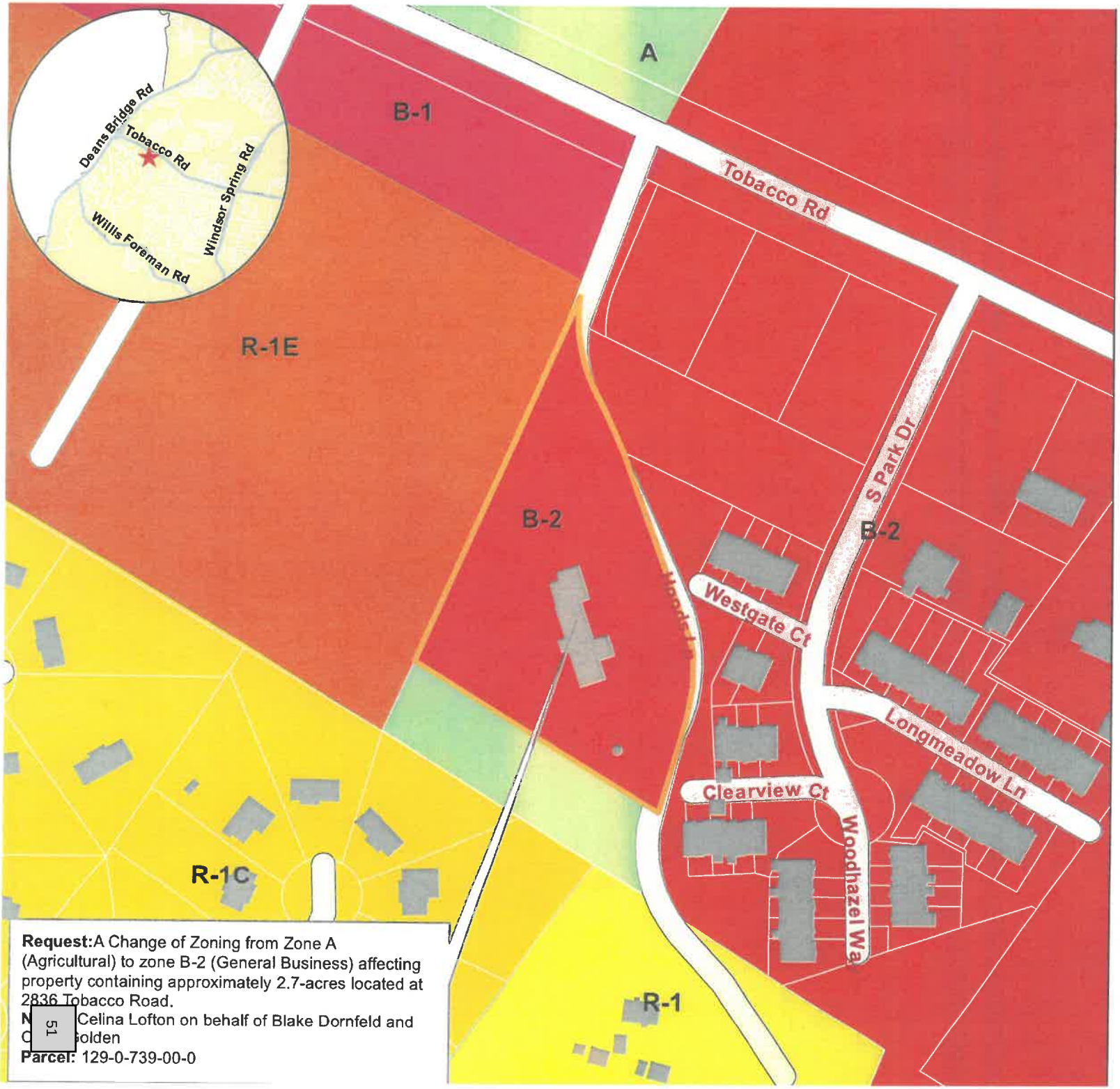
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Item 2.



Request: A Change of Zoning from Zone A (Agricultural) to zone B-2 (General Business) affecting property containing approximately 2.7-acres located at 2836 Tobacco Road.

N Celina Lofton on behalf of Blake Dornfeld and C Golden

Parcel: 129-0-739-00-0

51

Planning Commission
Z-23-19
May 1, 2023

2836 Tobacco Road

Future Zoning

Legend

Parcel of Interest

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- R-1: One Family Residential
- R-1C: One Family Residential
- R-1E: One Family Residential

Augusta GEORGIA

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N W E S

0 200 Feet

Item 2.

Commission Meeting

June 6, 2023

Item Name: Z-23-20

Department: Planning & Development

Presenter: Carla Delaney, Director

Caption: **Z-23-20** – A request for concurrence with the Augusta Georgia Planning Commission to **APPROVE** a petition by Woda Cooper Development, Inc. on behalf of J-Mar Broad Street Investments, LLC requesting a rezoning from zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting properties containing approximately 1.33-acres located at 1427 & 1437 Broad St. Tax Map #036-3-003-00-0 and 036-2-041-00-0. DISTRICT 1

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

1. Permitted uses of the site be limited to multi-family apartments, professional offices and retail development.
2. The final site plan must include lot coverage, open space calculations, bicycle and pedestrian facilities, and required streetyards and landscaping.
3. The total height of any structures shall not exceed 4 stories or 60 feet, to include any attached or detached structures.
4. The overall density shall not exceed 40 units per acre.
5. A minimum of 63 off-street parking spaces shall be provided.
6. There shall be a 10-foot front setback on Broad Street, a minimum 25-foot setback on Saint Sabastian Way and Jones Street and a minimum side setback of 25 feet.
7. A minimum of 10 percent of the site shall be dedicated to open space. Open spaces must include enclosed spaces within the site.
8. The maximum lot coverage for each lot shall be 40 percent, not including parking and similar surface improvements.
9. A fence or screen wall in the required front yard shall not exceed six (6) feet in height. Fencing must include wrought iron and/or brick wall and may be constructed on the side boundary not adjacent to the street.
10. Any outdoor storage shall be limited to enclosed buildings or screening with a 6-foot wood privacy fence or masonry wall.
11. Freestanding signs must comply with standards of the B-1 (Neighborhood Business) zone. Building or wall mounted signs are limited to a maximum surface area of 2 square feet per linear foot. Projecting signs may not project

more than 5 feet from the building wall it is attached except for canopy or a mounted signs. Window signs may not occupy more than 20 percent of the area of any window.

12. Improve sidewalks and remove any dead-end driveway entrances on all adjacent streets to meet the lasted adopted ADA standards.
13. New curb cuts must be permitted and meet the standards of Augusta Traffic Engineering Department.
14. Any changes deemed major will trigger the need to amend the original PUD site plan and require Augusta Commission approval.
15. Final building elevations and materials of the proposed structures are subject to Planned Development Riverfront Review Board approval prior to submission of a building permit.
16. Minor changes to an approved PUD site plan may be handled administratively by the Planning Director.
17. A trash compactor must be installed internal to the building.
18. The open space adjacent to the community must be completely enclosed by 6 foot wrought-iron fence.
19. The developer 62 + age requirement must be maintained or must return to the Planning Commission and Augusta Commission.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT

Case Number: Z-23-20

Hearing Date: Monday, May 1, 2023

Prepared By: Kevin Boyd, Development Services Manager

Applicant: Woda Cooper Development, Inc.

Property Owner: J-Mar Broad Street Investments, LLC

Address of Property: 1427 and 1437 Broad Street, Augusta, GA 30901

Tax Parcel #: 036-3-003-00-0 and 036-2-041-00-0

Present Zoning: B-2 (General Business)

Commission District: 1 (J. Johnson) **Super District:** 9 (F. Scott)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezone from B-2 to PUD	Senior Housing Complex (62+) / Mixed-use Development	Section 19-1

1. **Summary of Request:**

This petition involves two commercial lots totaling 1.33 acres and is bounded by Broad Street to the south, Saint Sebastian Way to the east and Jones Street to the north. Subject property, 1437 Broad Street, contains a 1,750 square foot garage, a 600 square foot office and 140 square foot storage building. 1427 Broad Street remains mostly vacant lot, only containing a portion of the storage building from the adjacent lot. The properties are zoned B-2 (General Business) and not located in the Central Business District (CBD). The applicant seeks to rezone the property for a PUD to develop a 52-unit senior housing complex.

The Watson Pointe site will be a new construction of a 4-story building with an elevator. The unit split will be 34 one-bedroom units and 18 two-bedroom units with a total of 52 units. All units are as designated as affordable housing under the LIHTC program. The development will have a covered picnic area with grills, a community room, art and crafts center and an equipped computer room. A total of 63 off-street parking spaces are planned for the site.

2. **Comprehensive Plan Consistency:**

Downtown Augusta contains a mix of land uses, architectural styles and taller buildings with reduced or no front or side setbacks. It experiences a high level of access for vehicles, pedestrians, and transit. 2018 Compressive Plan envisions more people living downtown through efforts to revitalize vacant and underutilized lots. Public and private investments will continue to fuel opportunities for infill development in the future.

3. **Criteria / Evaluation for the proposed PUD development:**

i. Permitted Uses: Multi-family apartments, professional office, restaurants, and retail.

Design review of exterior elevations and materials will be required as part of the Site Plan review process. The final design must receive approval from the Planned Development Riverfront Review Board.

ii. Building Height: The total height of any structure shall not exceed 4 stories or 60 feet, to include any attached or detached structures.

iii. Density: The overall density of the site shall not exceed 40 units per acre.

iv. Parking: The developer must provide 63 off-street parking spaces in total (1.2 parking spaces per unit).

v. Setbacks: The required building setbacks should be as follows:

a. Front setback (Broad Street): 10-foot setback
b. Front setback (San Sabastian Way): 25-foot setback
c. Front setback (Jones Street): 25-foot setback
d. Side setback: 25-foot setback

vi. Landscaping and Buffers: The site must conform with all related provisions of the Augusta Tree Ordinance or applicable landscaping codes.

vii. Open space: A minimum of 10% of the site shall be dedicated to open space. Such open spaces may also include park, recreational or plaza primarily used for public use within 1,300 of the development boundary.

viii. Lot coverage: The maximum lot coverage for each lot shall be 40 percent, not to include parking and similar surface improvements.

ix. Fence: A fence or screen wall in the required front yard shall not exceed six (6) feet in height. Fencing must include wrought iron, a brick wall may be constructed on the side boundary not adjacent to the street.

x. Outdoor Storage: Any outdoor storage shall be limited to enclosed buildings or screening with a 6-foot wood privacy fence or masonry wall.

xi. Signage: Freestanding signs must comply with standards of the B-1 (Neighborhood Business) zone. Building or wall mounted signs are limited to a maximum surface area of 2 square feet per linear foot. Projecting signs may not project more than 5 feet from the building wall it is attached except for canopy or awning mounted signs. Window signs may not occupy more than 20 percent of the area of any window.

4. Findings:

1. The site is situated in the B-2 (General Business) zone. There are no previous zoning cases on file for the property.
2. The 1.33-acre tract is bounded by Broad Street to the south, Saint Sebastian Way to the east and Jones Street to the north.
3. Based on the plan, a total of 52 units are planned for the site. There will be 34 one-bedroom units and 18 two-bedroom units.
4. Georgia Department of Transportation (GDOT) Functional Classification map, 2017, classifies Broad Street and Saint Sebastian Way are identified as minor arterial streets, whereas Jones Street as a major arterial street. Transit routes run along Broad Street and two bus stops are located approximately 450 feet of the property.
5. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located in a Special Flood Hazard Area.
6. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
7. The site is situated in the Planned Development Riverfront (PDR) Zone.

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

1. Permitted uses of the site be limited to multi-family apartments, professional offices and retail development.
2. The final site plan must include lot coverage, open space calculations, bicycle and pedestrian facilities, and required streetyards and landscaping.
3. The total height of any structures shall not exceed 4 stories or 60 feet, to include any attached or detached structures.
4. The overall density shall not exceed 40 units per acre.
5. A minimum of 63 off-street parking spaces shall be provided.

6. There shall be a 10-foot front setback on Broad Street, a minimum 25-foot setback on Saint Sabastian Way and Jones Street and a minimum side setback of 25 feet.
7. A minimum of 10 percent of the site shall be dedicated to open space. Open spaces must include enclosed spaces within the site.
8. The maximum lot coverage for each lot shall be 40 percent, not including parking and similar surface improvements.
9. A fence or screen wall in the required front yard shall not exceed six (6) feet in height. Fencing must include wrought iron and/or brick wall and may be constructed on the side boundary not adjacent to the street.
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12. Improve sidewalks and remove any dead-end driveway entrances on all adjacent streets to meet the lasted adopted ADA standards.
13. New curb cuts must be permitted and meet the standards of Augusta Traffic Engineering Department.
14. Any changes deemed major will trigger the need to amend the original PUD site plan and require Augusta Commission approval.
15. Final building elevations and materials of the proposed structures are subject to Planned Development Riverfront Review Board approval prior to submission of a building permit.
16. Minor changes to an approved PUD site plan may be handled administratively by the Planning Director.
17. A trash compactor must be installed internal to the building.
18. The open space adjacent to the community must be completely enclosed by 6 foot wrought-iron fence.
19. The developer 62 + age requirement must be maintained or must return to the Planning Commission and Augusta Commission.

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

WODA COOPER COMPANIES

614.396.3200
www.wodagroup.com
500 South Front St
10th Floor
Columbus, Ohio 43215

March 14, 2023

Brian L. Kepner
Zoning Administrator
City of Augusta
Planning & Development Department
535 Telfair Street, Suite 300
Augusta, GA 30901

RE: Rezoning of parcels located at 1427 & 1437 Broad St, Augusta

We are herewith submitting this request to rezone this property from a B-2 zoning to a new PUD zoning. This proposed PUD rezoning is for senior multifamily housing. Our development will target low and moderate income residents. We are currently working with the City of Augusta's Housing & Community Development Department as well as with the Augusta Housing Authority to obtain their support. Initial discussions are very positive.

Below is a brief narrative of the proposed development.

Woda Cooper Development, Inc. and Parallel Housing Inc. are proposing to develop the 1427 & 1437 Broad St site ("the Site") with 52 units for the elderly (62+) in Augusta, Richmond County, Georgia. Woda Cooper Developer, Inc., a top ranked national affordable housing developer from Columbus, Ohio, with its development office for the Southeast in Savannah, Georgia and Parallel Housing Inc., a non-profit sustainable affordable housing developer from Athens, Georgia, have successfully partnered together in several developments in Georgia.

The development is being named Watson Pointe. The Site is ideal for this senior development as it is close to proximity to downtown and within a quarter of a mile of a bus stop that services 4 bus routes. That stop is located on the corner of Broad St and Fourteenth St. Watson Pointe will provide 63 off-street parking spaces in total (1.2 parking spaces per unit). Also, the Site is a 3 minute, 0.7 mile drive to and from the Piedmont Augusta Hospital.

The Watson Pointe site will be a new construction 4-story building with an elevator. The unit split will be 34 one-bedroom units and 18 two-bedroom units with a total of 54 units. We are currently planning to have all 52 of the units as designated affordable units under the LIHTC program.

Watson Pointe will have a covered picnic area with grills, a community room, art & crafts center, and an equipped computer room.

The development will have 2,862 square feet of commercial space that will be divided into 3 units located at the corner of Broad St and St. Sebastian Way.

The residential units will offer quality amenities such as high efficiency HVAC, range, refrigerator, dishwasher, microwave oven, washer/dryer hookups, LVT flooring, window blinds, and ceiling fans.

The Site is perfect for such development and the market studies that we have ordered in 2022 disclosed a strong demand for affordable housing in Augusta. The Site is in a QCT and is within the boundaries of the Downtown Redevelopment Plan (last updated in 2017).

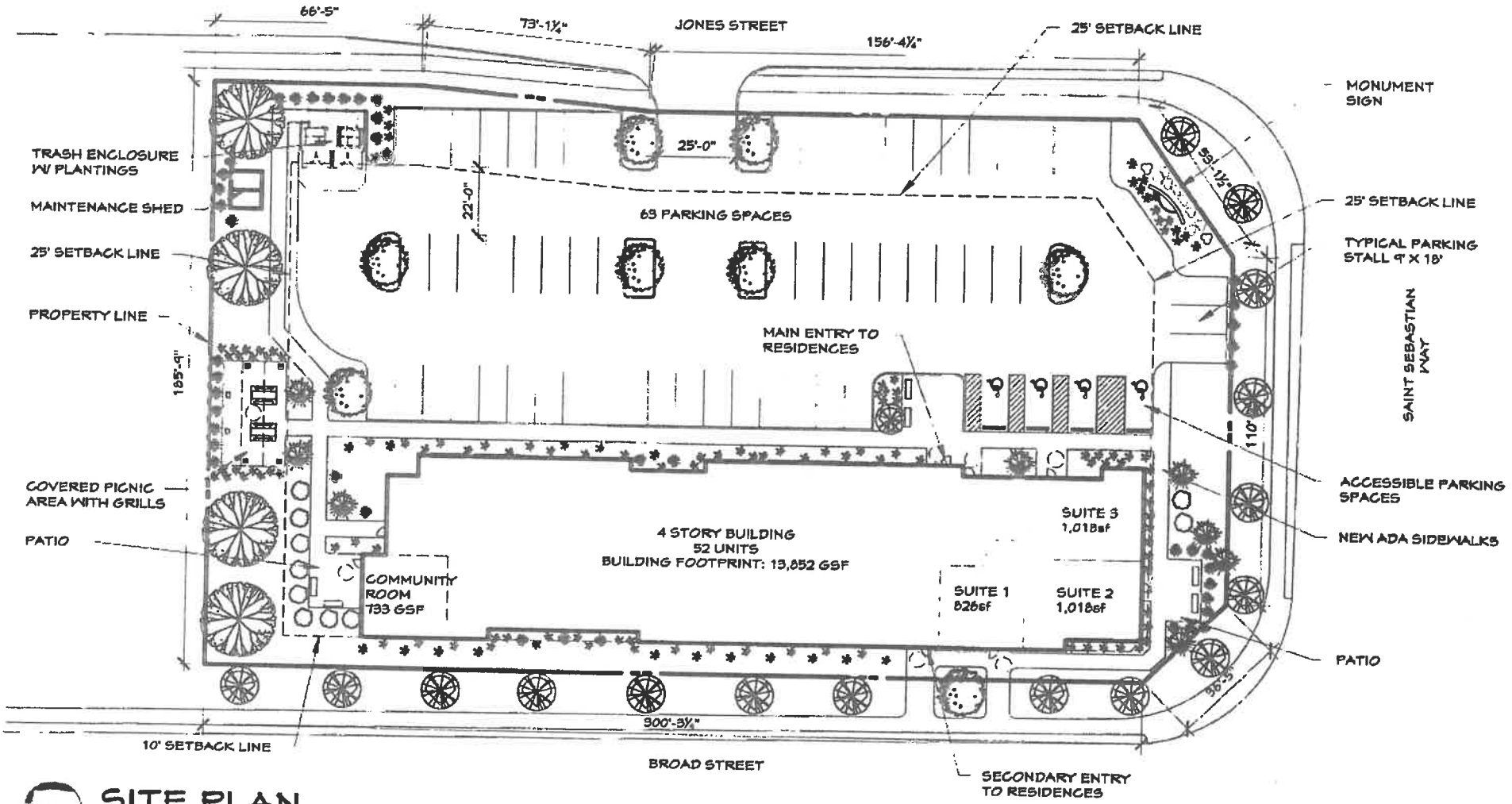
The Watson Pointe Site has a full range of amenities nearby, along the vibrant Broad Street corridor. Close to Augusta's historical downtown, including restaurants, churches, medical facilities, and other retail stores all within a mile from this location.

The development team is experienced in building sustainable developments and all their developments in Georgia have obtained LEED for Homes Gold or Platinum certifications or built to the Department of Energy's Zero Energy Ready Home standards. This development will comply with the LEED for Homes program.

The property would have recorded covenants restricting the use of this property for affordable housing (LIHTC development) for 30 years.

Please contact me at (912) 224 2169 or at dblackburne@wodagroup.com if you have any questions.

Sincerely,
Denis Blackburne
Senior Vice President
Woda Cooper Development, Inc.



SITE PLAN

0' 15' 30' 60'

GRAPHIC SCALE 1"=30'

ARCHITECT OF RECORD
PCI DESIGN GROUP, INC.
300 SOUTH FRONT STREET SUITE 975
COLUMBUS, OHIO 43215

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DESIGN GROUP

PROJECT TYPE: SENIOR HOUSING

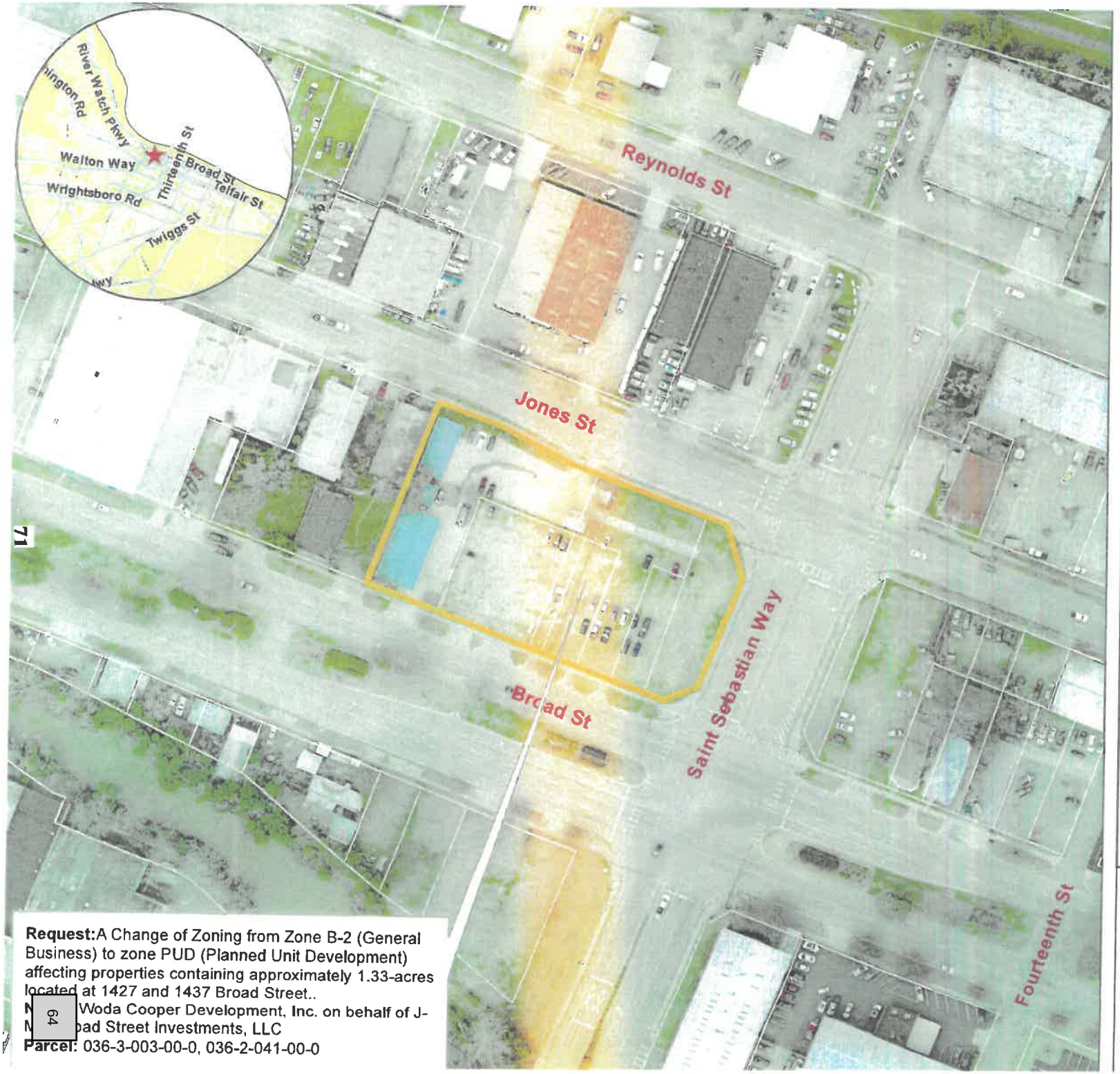
SHEET TITLE: SITE PLAN

DATE: 3-27-2023

DRAWN BY:

PROJECT TITLE:
WATSON POINTE
1427 BROAD STREET
AUGUSTA, GEORGIA, 30901

SHEET: A2.1



Request: A Change of Zoning from Zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting properties containing approximately 1.33-acres located at 1427 and 1437 Broad Street..

Applicant: Woda Cooper Development, Inc. on behalf of J-[illegible]oad Street Investments, LLC

Parcel: 036-3-003-00-0, 036-2-041-00-0

Planning Commission
Z-23-20
May 1, 2023

1427, 1437 Broad St

Aerial

Legend

Parcel of Interest

Augusta GEORGIA

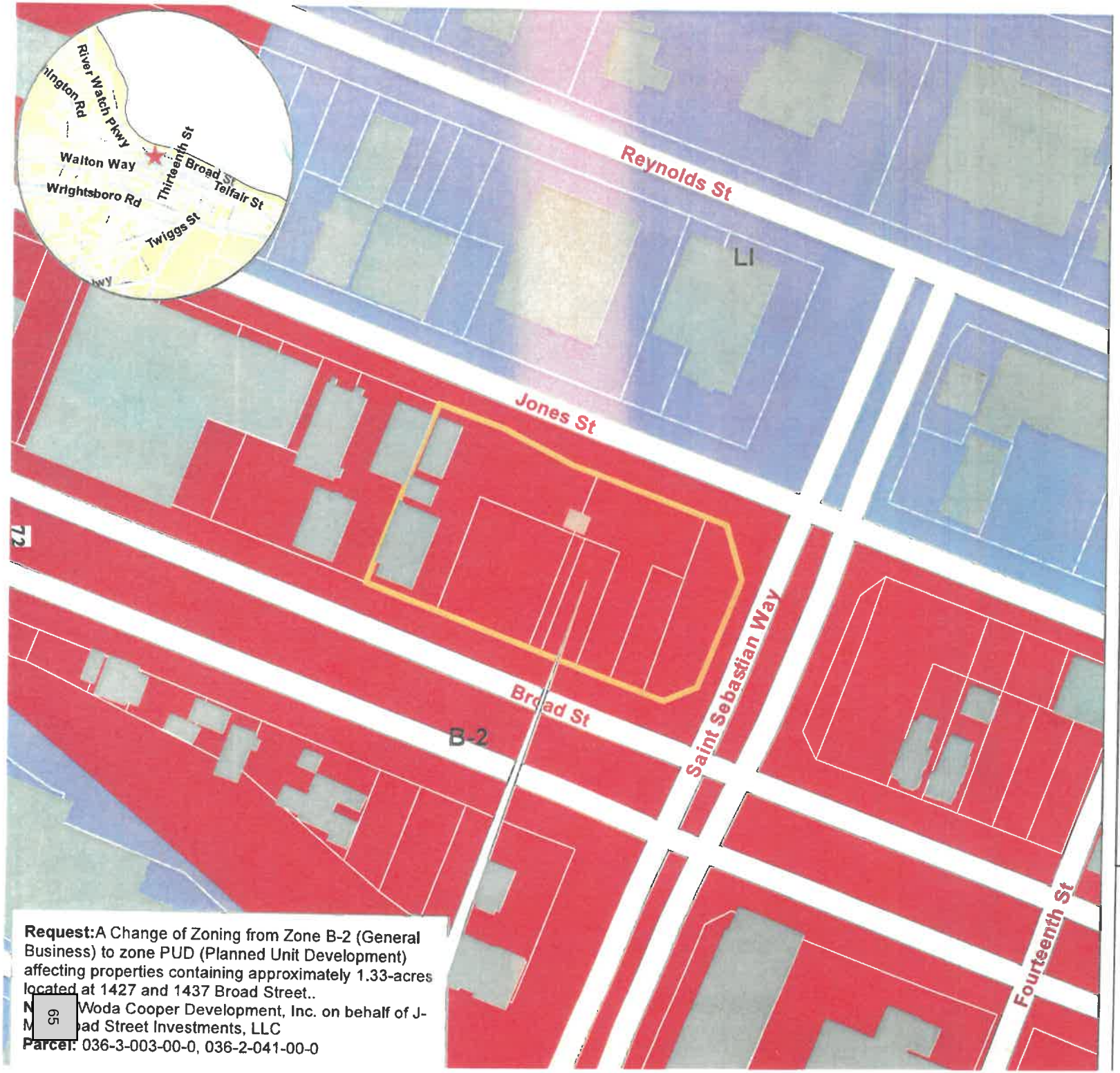
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N W E S

0 200 Feet



Request: A Change of Zoning from Zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting properties containing approximately 1.33-acres located at 1427 and 1437 Broad Street..

N Woda Cooper Development, Inc. on behalf of J-M oad Street Investments, LLC

Parcel: 036-3-003-00-0, 036-2-041-00-0

65

Planning Commission
Z-23-20
May 1, 2023

1427, 1437 Broad St

Current Zoning

Legend

Parcel of Interest

Zoning Classification

B-2: General Business

LI: Light Industry

Augusta GEORGIA

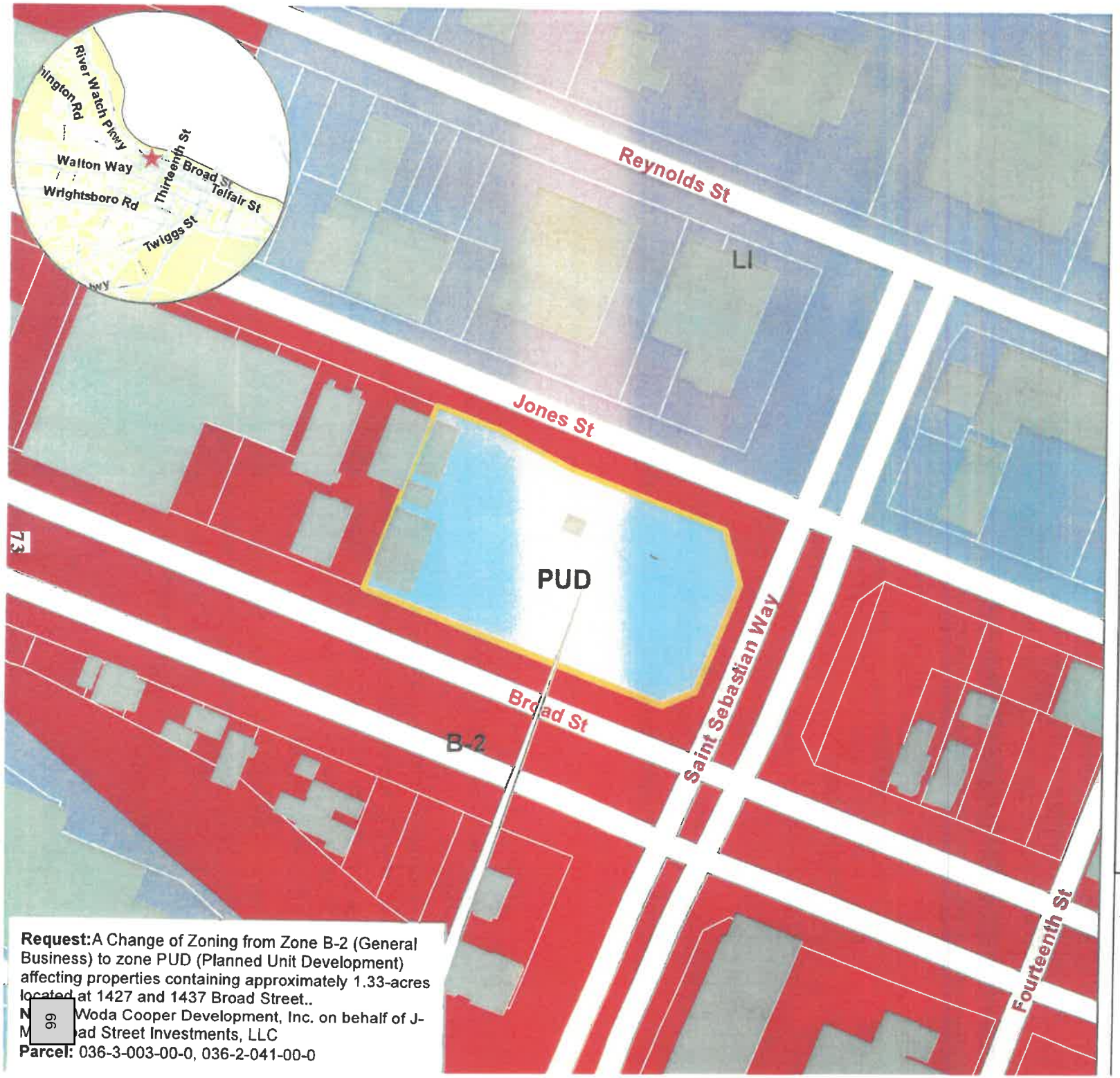
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N W E S

Item 3.



Request: A Change of Zoning from Zone B-2 (General Business) to zone PUD (Planned Unit Development) affecting properties containing approximately 1.33-acres located at 1427 and 1437 Broad Street..

N Woda Cooper Development, Inc. on behalf of J-M ad Street Investments, LLC

Parcel: 036-3-003-00-0, 036-2-041-00-0

66

Planning Commission
Z-23-20
May 1, 2023

1427, 1437 Broad St

Furture Zoning

Legend

Parcel of Interest

Zoning Classification

- B-2: General Business
- LI: Light Industry
- PUD: Planned Unit Development

Augusta GEORGIA

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N W E S

Item 3.

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT

Case Number: Z-23-21
Hearing Date: Monday, May 1, 2023
Prepared By: Ryan Jones, Planner I

Applicant: Purpose Place Cottages, LLC
Property Owner: CTP Holdings, LLLP
Address of Property: 3323 Old Louisville Road, Augusta, Georgia 30906
Tax Parcel #: 122-4-004-00-0
Present Zoning: R-1A (One-family Residential)
Commission District: 6 (Tony Lewis) **Super District:** 10 (Wayne Guilfoyle)
Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning from R-1A to R-1E	Tiny home community	Comprehensive Zoning Ordinance of Augusta, Georgia, Sections 13, 26-1(v)

1. **Summary of Request:**

This case pertains to an 8.54-acre parcel located along Old Louisville Road. The parcel is zoned R-1A, undeveloped, and situated between I-520 and a row of single-family homes on Formosa Drive. The applicant seeks rezoning to R-1E to establish a tiny home community.

The proposed tiny home community would consist of fifty (50) one and two-bedroom cottages, to include a community center, community garden, walking trails, dog park, playground, and common areas. Houses would be organized into pods, each centered around a common area; all homes would face the common area of their respective pod.

Augusta-Richmond County's tiny homes ordinance was added to the Comprehensive Zoning Ordinance in September 2022, as Section 26-1(v). The ordinance allows for tiny home communities in R-1E, R-3B, and R-3C zones with the approval of a special exception. Section 26-1(v) also stipulates that a property to be developed for a tiny home community shall be no greater than three (3) acres; the subject property exceeds this maximum. For the proposed tiny home development to conform with the Comprehensive Zoning Ordinance, the applicant must obtain the following:

1. Approval by the Augusta Commission of this rezoning to place the property within an approved zoning district for tiny home communities.
2. Approval by the Augusta Commission of a special exception to allow for a tiny home community in an R-1E zone pursuant to Section 13-15(c) of the Comprehensive Zoning Ordinance.

Commission Meeting

May 16, 2023

Item Name: Z-23-23

Department: Planning & Development

Presenter: Carla Delaney, Director

Caption: **Z-23-23** – A request for concurrence with the Augusta Georgia Planning Commission to **APPROVE** a petition by Brad Meister requesting to amend conditions adopted with rezoning application Z-21-24 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) without zoning restrictions affecting property containing approximately 3.78-acres located at 3055 Dennis Road. Tax Map #007-1-006-00-0. DISTRICT 7

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

1. The proposed development shall substantially conform to the concept plan submitted with rezoning application.
2. Provide sidewalks along the street and meet all standards of the Augusta Traffic Engineering Department, including handicap access, where required.
3. Amenities include a walking trail connecting points of the development, with the potential of a fire pit, grilling area and open field.
4. Alice Lane to be improved from the intersection to the end of Lot 15.
5. Work with Traffic Engineering to revise the conceptual site plan and provide one ingress and egress for Lots 16 -18 on Dennis Road.
6. A Stormwater Management Plan is required at the time of Site Plan submittal.
7. Review of any future Site be jointly conducted with Columbia County, since there is a high likelihood of that water and sewer will have to come from Columbia County and stormwater outfall flows into Columbia County.
8. The project shall comply with development standards and regulations set forth by the City of Augusta, GA at the time of development, including but not limited to the Augusta Tree Ordinance.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT

Case Number: Z-23-23

Hearing Date: Monday, May 1, 2023

Prepared By: Kevin Boyd, Development Services Manager

Applicant: Brad Meister

Property Owner: BAM Residential LLC

Address of Property: 3055 Dennis Road, Augusta, GA 30907

Tax Parcel #: 007-1-006-00-0

Present Zoning: R-1E (One-family Residential) w/ conditions

Commission District: 7 (S. Frantom) **Super District:** 10 (W. Guilfoyle)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Amend existing conditions of Z-21-24	Townhome Subdivision	Section 13-1

1. **Summary of Request:**

The applicant requests to amend conditions of zoning case, Z-21-24, to develop 18 attached townhome lots on the property, with an overall density of 4.48 units per acre. The rezoning request affects a 4.02-acre tract. The site is situated on the corner of Dennis Road and Alice Lane that connects to Columbia County, 223 feet to the west. Augusta Commission approved a 22-unit townhome development on June 15, 2021, but the site was never developed as planned. The new owner, BAM Residential LLC, recently submitted a revised plan that seeks to remove the internal street and all units planned for the development will front Dennis Road and Alice Lane. The new concept reduces the total number of townhomes by 4 units, while increasing the right-of-way width on Alice Lane to satisfy City standards. Approximately 60 percent of the site will remain open space.

2. **Comprehensive Plan Consistency:**

The subject property is situated in the West Augusta Character Area, as described within the 2018 Comprehensive Plan. The area includes predominately residential neighborhood, mostly low-density single-family detached units, dating from the 1950's to present day. Recommend patterns of development includes residential infill at densities compatible with the surrounding area. Site design reflects existing neighborhood patterns and architectural styles. Additionally, public transportation services are not available in the area.

3. Findings:

1. The applicant requests to amend conditions of zoning case, Z-21-24, to develop 18 attached townhome lots on the property.
2. The rezoning request affects 4.02-acre tract of vacant land.
3. The site is situated on the corner of Dennis Road and Alice Lane that connects to Columbia County, 223 feet to the west.
4. Augusta Commission approved a 22-unit townhome development on June 15, 2021
5. Overall density of the project is 4.48 units per acre, nearby Mayo Townhomes has a density of 4.52 units per acre.
6. No public transit is available in the area, which this a vehicle-oriented development.
7. Our Traffic Engineer stated that improvements to Dennis Road will occur in a joint venture between Columbia County and Richmond County when Stevens Creek Road is widened. It has been determined that this subdivision will not adversely affect safety conditions of Dennis Road.
8. No elevations were provided with the zoning application.
9. Future amenities include a walking trail, with the potential of a fire pit, grilling area and open field.
10. Stormwater detention will be positioned in the northwest corner of the lot.
11. The property has access to public water but lacks a connection to sanitary sewer. The developer must coordinate with Columbia County to provide sewer to the property.
12. The plan includes a total of 45 parking spaces with a minimum of 3 spaces per unit (2 spaces per driveway and a series of one-car garage for each unit).
13. Approximately 60 percent of the development will remain open space.
14. The subject parcels do not contain floodplains, but there are localized wetlands located in the northwest corner of the lot. The developer will need to submit a Stormwater Management Plan as part of any future Site Plan submittal.
15. The proposal is consistent with aspects of the 2018 Comprehensive Plan and compatible with surrounding zoning and land uses.
16. The proposed development must meet all applicable standards of the Augusta Tree Ordinance, although no Tree Ordinance compliance was provided on the concept plan.

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

1. The proposed development shall substantially conform to the concept plan submitted with rezoning application.
2. Provide sidewalks along the street and meet all standards of the Augusta Traffic Engineering Department, including handicap access, where required.
3. Amenities include a walking trail connecting points of the development, with the potential of a fire pit, grilling area and open field.
4. Alice Lane to be improved from the intersection to the end of Lot 15.
5. Work with Traffic Engineering to revise the conceptual site plan and provide one ingress and egress for Lots 16 -18 on Dennis Road.
6. A Stormwater Management Plan is required at the time of Site Plan submittal.
7. Review of any future Site be jointly conducted with Columbia County, since there is a high likelihood of that water and sewer will have to come from Columbia County and stormwater outfall flows into Columbia County.
8. The project shall comply with development standards and regulations set forth by the City of Augusta, GA at the time of development, including but not limited to the Augusta Tree Ordinance.

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

LETTER of INTENT for VARIANCE
and
PROJECT NARRATIVE

for

Dennis Road Townhouses

03/10/2023

PARCEL I.D. NO. 007-1-006-00-0

Property Located at
3055 Dennis Road
Augusta, Georgia 30907

Property Owner
Brad Meister.
3940 Blackstone Camp Road
Martinez, GA 30907

EMC Project No.
23-8010

LETTER OF INTENT – Dennis Road Townhouses March 10, 2023

PROJECT NARRATIVE

BACKGROUND & GENERAL INFORMATION

Parcel ID No. 007-1-0006-00-0 is located at 3055 Dennis Road, Augusta, GA. The parcel contains approximately 3.78 acres that are undeveloped. The property is currently zoned R1-E. The purpose of this narrative is to describe the proposed improvements planned for the property in support of our request to grant a variance for the property. A map of the site and surrounding property is shown below.

SITE MAP



TER OF INTENT – Dennis Road Townhouses March 10, 2023

SITE DESCRIPTION

The subject property consists of approximately 3.78 acres and is undeveloped. Topography within the site slopes down from northwest to southeast and is generally rolling with grades at ranging from 12% to 15% with wetlands in the northwest corner as shown on the concept plan.

Public water and sanitary sewer are available to the site at Dennis Road. Electrical power and telecommunication services are also available at the site.

PROPOSED SITE IMPROVEMENTS:

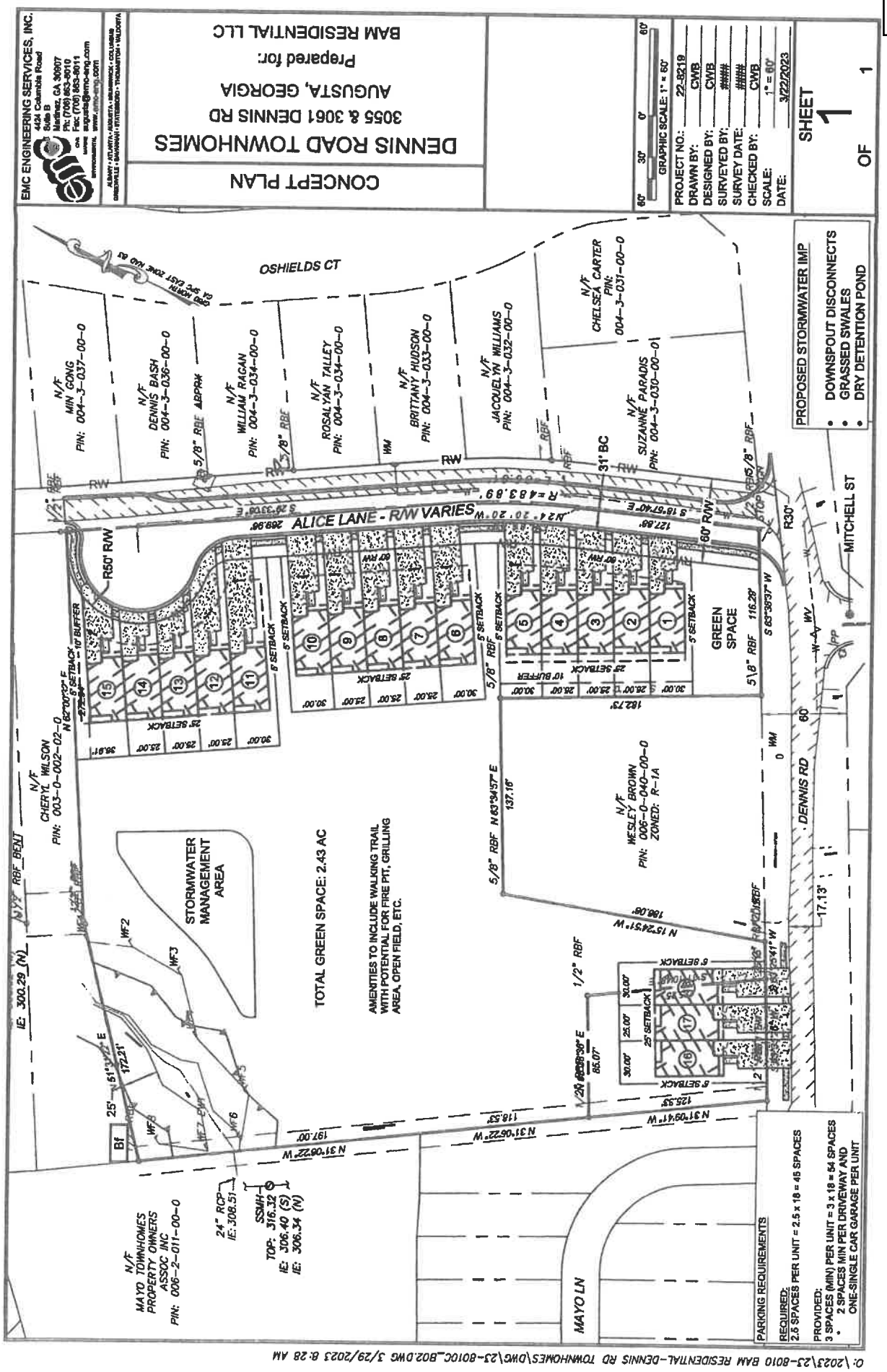
Proposed improvements will be three townhome structures of five units each along Alice Lane and one townhouse unit with three units along Dennis Road all with associated infrastructure, (utilities, access drives and paved parking).

The new concept will require less clearing and grading, more greenspace and there will be no impact on the existing wetlands. Landscaping in accordance with the City of Augusta landscaping ordinance is planned for this project. Applicable buffers and setbacks will be applied in accordance with City of Augusta ordinances.

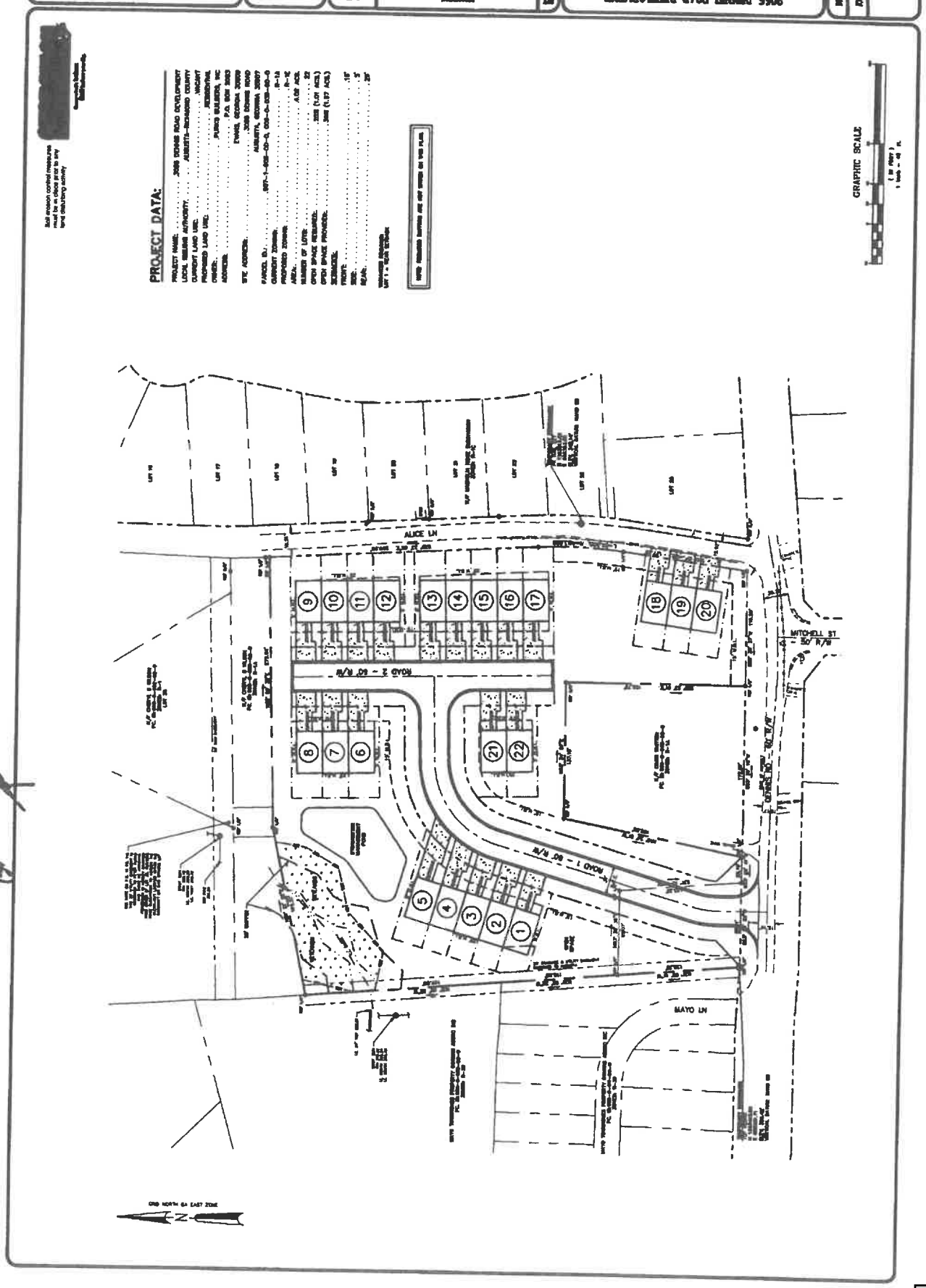
A Preliminary Concept Site Plan prepared by EMC Engineering Services is included in this submittal.

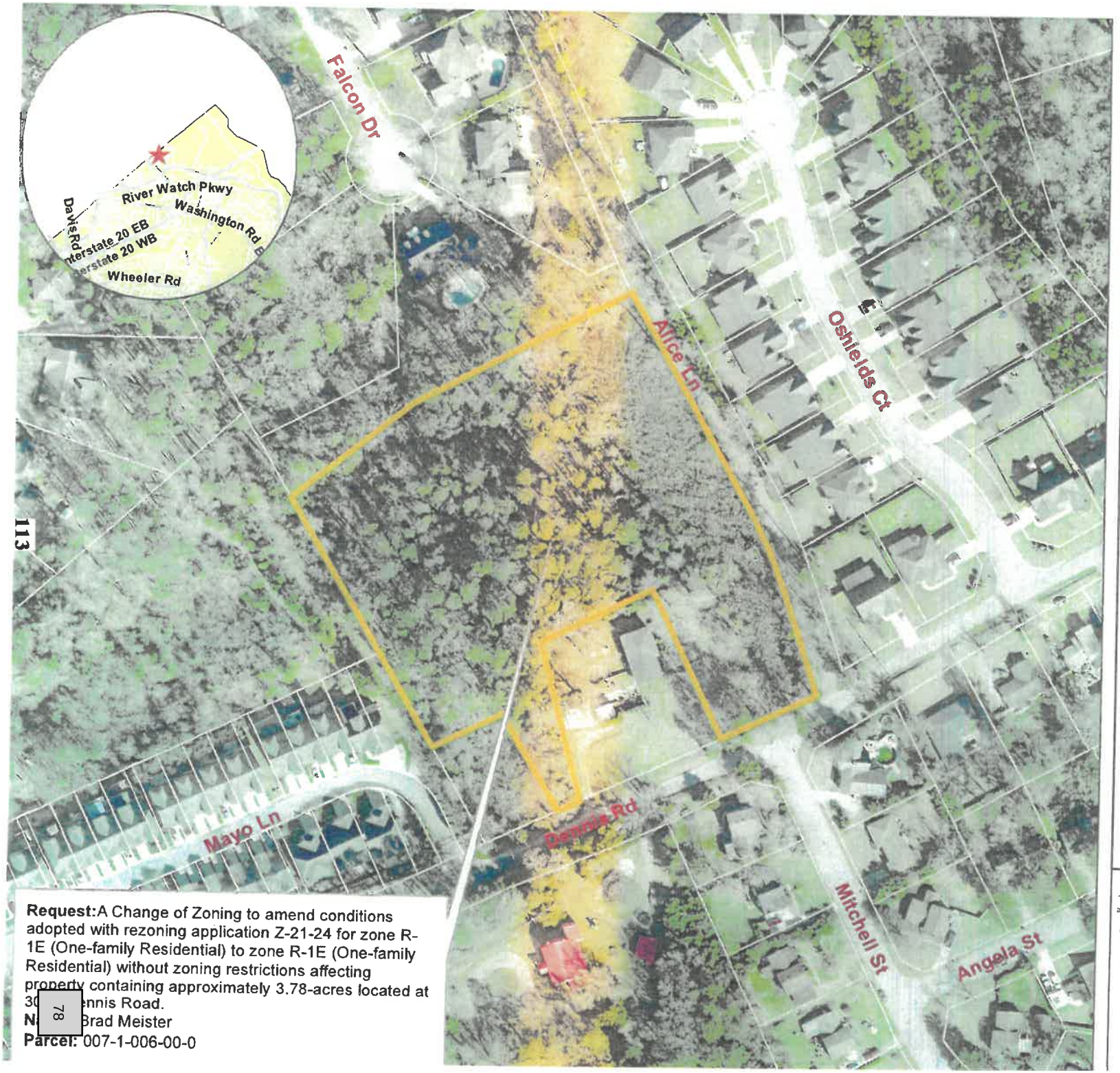
Construction Timeline:

If this variance request is approved, it is anticipated that the construction start date will commence shortly after all building and site plans have been approved and permits issued. Construction timeframe is estimated to be 9 to 12 months with completion in the end of 2023 or the beginning of 2024.


EMC ENGINEERING SERVICES, INC.
4424 Columbia Road
Suite B
Martinez, GA 30907
Ph: (706) 863-8010
Fax: (706) 863-8011
aguest@emc-eng.com
www.emc-eng.com
CONCEPT PLAN
DENNIS ROAD TOWNHOMES
3055 & 3061 DENNIS RD
AUGUSTA, GEORGIA
Prepared for:
BAM RESIDENTIAL LLC
GRAPHIC SCALE: 1" = 60'
PROJECT NO.: 22-8219
DRAWN BY: CWB
DESIGNED BY: CWB
SURVEYED BY: ####
SURVEY DATE: ####
CHECKED BY: CWB
SCALE: 1" = 60'
DATE: 3/22/2023
SHEET 1 OF 1
PROPOSED STORMWATER IMP
• DOWNSPOUT DISCONNECTS
• GRASSED SWALES
• DRY DETENTION POND
OSHIELDS CT
ALICE LANE - R/W VARIES
MITCHELL ST
DENNIS RD
MAYO LN
R50' R/W
R30'
60' R/W
N/F MIN GONG PIN: 004-3-037-00-0
N/F DENNIS BASH PIN: 004-3-036-00-0
N/F WILLIAM RAGAN PIN: 004-3-034-00-0
N/F ROSALYAN TALLEY PIN: 004-3-034-00-0
N/F BRITTANY HUDSON PIN: 004-3-033-00-0
N/F JACQUELYN WILLIAMS PIN: 004-3-032-00-0
N/F CHELSEA CARTER PIN: 004-3-031-00-0
N/F SUZANNE PARADIS PIN: 004-3-030-00-01
N/F CHERYL WILSON PIN: 003-0-002-02-0
N/F WESLEY BROWN PIN: 006-0-040-00-0 ZONED: R-1A
N/F MAYO TOWNHOMES PROPERTY OWNERS ASSOC INC PIN: 006-2-011-00-0
GREEN SPACE
STORMWATER MANAGEMENT AREA
TOTAL GREEN SPACE: 2.43 AC
AMENITIES TO INCLUDE WALKING TRAIL WITH POTENTIAL FOR FIRE PIT, GRILLING AREA, OPEN FIELD, ETC.
PARKING REQUIREMENTS
REQUIRED:
2.5 SPACES PER UNIT = 2.5 x 18 = 45 SPACES
PROVIDED:
3 SPACES (MIN) PER UNIT = 3 x 18 = 54 SPACES
2 SPACES MIN PER DRIVEWAY AND ONE-SINGLE CAR GARAGE PER UNIT
O:\2023\23-8010 BAM RESIDENTIAL-DENNIS RD TOWNHOMES\DWG\23-8010C_B02.DWG 3/29/2023 8:28 AM

2-21-24 Approved Site Plan





Request: A Change of Zoning to amend conditions adopted with rezoning application Z-21-24 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) without zoning restrictions affecting property containing approximately 3.78-acres located at 30 ennis Road.

N Brad Meister

Parcel: 007-1-006-00-0

Planning Commission
Z-23-23
May 1, 2023

3055 Dennis Road

Aerial

Legend

Parcel of Interest

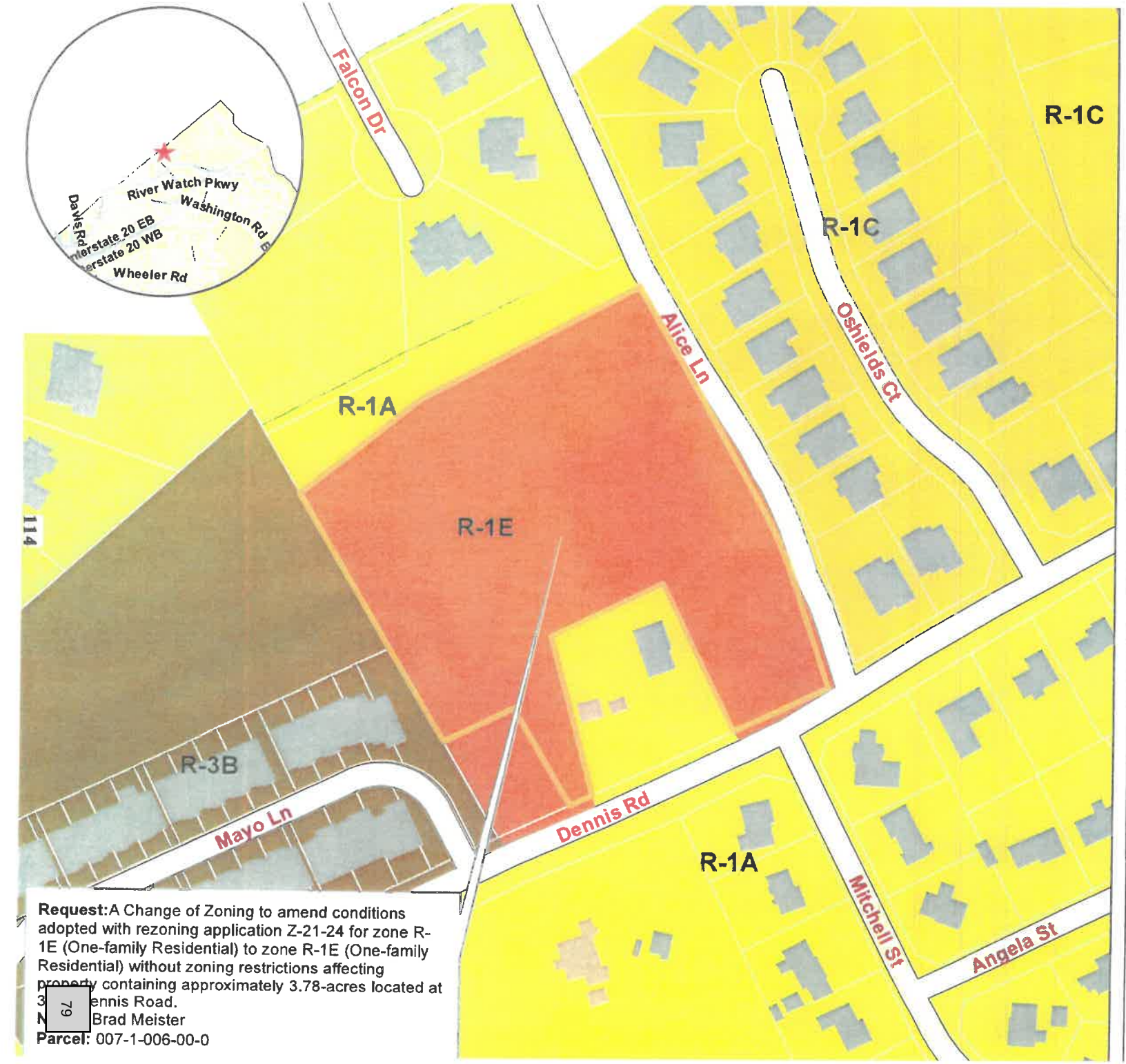
Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

Augusta, GA Disclaimer

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N W E S



Request: A Change of Zoning to amend conditions adopted with rezoning application Z-21-24 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) without zoning restrictions affecting property containing approximately 3.78-acres located at 3[illegible]ennis Road.
N[illegible] Brad Meister
Parcel: 007-1-006-00-0

79

Planning Commission
Z-23-23
May 1, 2023

3055 Dennis Road

Future Zoning

Legend

Parcel of Interest

Zoning Classification

- R-1: One Family Residential
- R-1A: One Family Residential
- R-1C: One Family Residential
- R-1E: One Family Residential
- R-3B: Multiple-Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

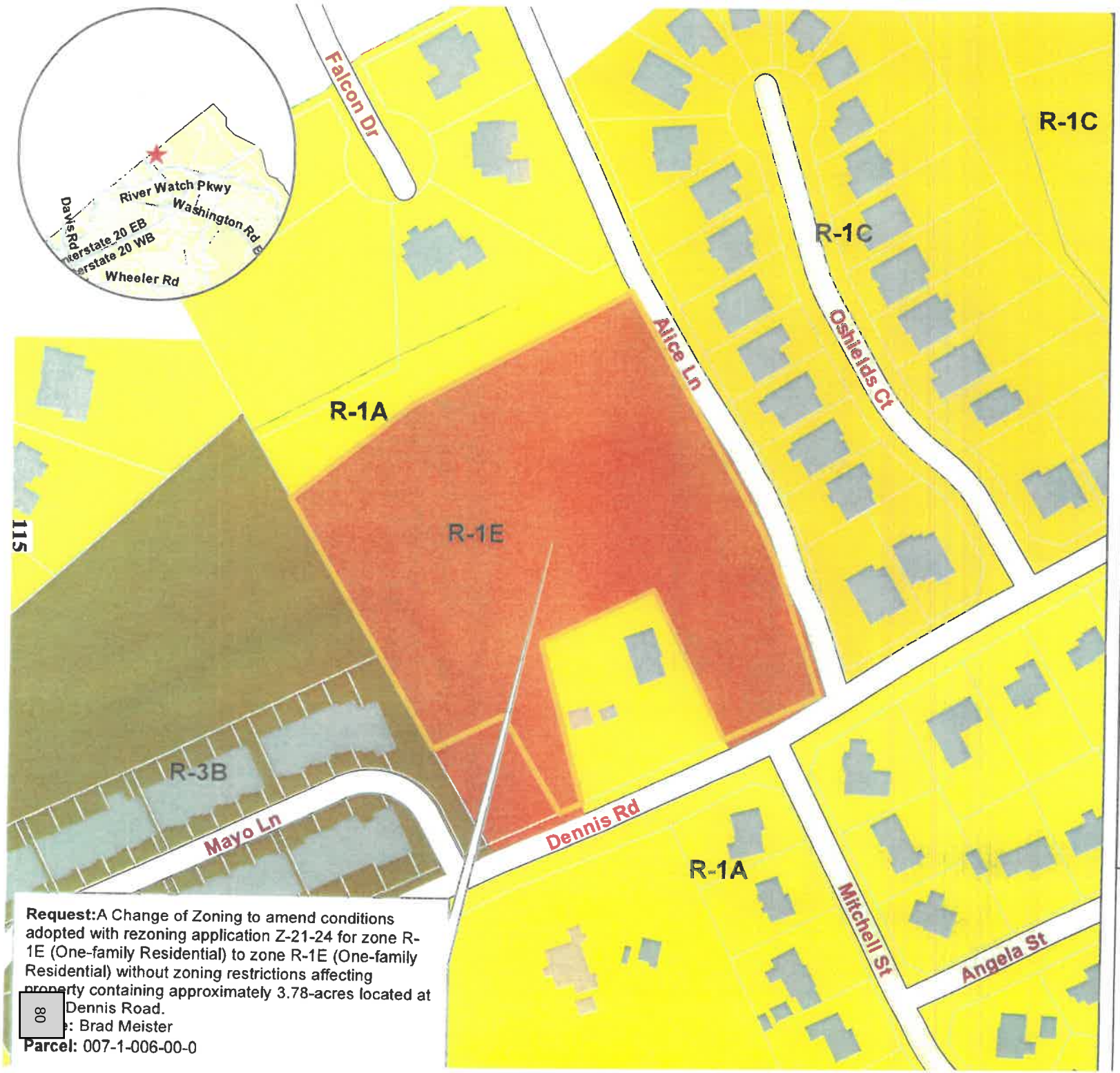
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N W E S

0 200 Feet

Item 4.



Request: A Change of Zoning to amend conditions adopted with rezoning application Z-21-24 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) without zoning restrictions affecting property containing approximately 3.78-acres located at Dennis Road.
Applicant: Brad Meister
Parcel: 007-1-006-00-0

80

Planning Commission
Z-23-23
May 1, 2023

3055 Dennis Road

Current Zoning

Legend

Parcel of Interest

Zoning Classification

- R-1: One Family Residential
- R-1A: One Family Residential
- R-1C: One Family Residential
- R-1E: One Family Residential
- R-3B: Multiple-Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

Augusta, GA Disclaimer

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N W E S

Item 4.

Commission Meeting

May 16, 2023

Item Name: Z-23-24

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	**Z-23-24** – A request for concurrence with the Augusta Georgia Planning Commission to **DENY** a petition by Bobby Bagwell on behalf of CKJ Properties, LLC, requesting to amend a condition adopted with rezoning application Z-22-38 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) to allow for 22-foot-wide lots affecting property containing approximately 8.84-acres located at 2427 Boykin Road. Tax Map #166-0-004-00-0. DISTRICT 6
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Denial
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT

Case Number: Z-23-24

Hearing Date: Monday, May 1, 2023

Prepared By: Kevin Boyd, Development Services Manager

Applicant: Bobby Bagwell

Property Owner: CKJ Properties, LLC

Address of Property: 2427 Boykin Road, Hephzibah, GA 30815

Tax Parcel #: 166-0-004-00-0

Present Zoning: R-1E (One-family Residential) w/ conditions

Commission District: 6 (T. Lewis) **Super District:** 10 (W. Guilfoyle)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Amend existing conditions of Z-22-38	Townhome Subdivision	Section 13-1

1. **Summary of Request:**

The subject property consists of 8.68 acres, primarily vacant and wooded land, located at the northeast intersection of Boykin Road and Windsor Spring Road. The proposed project consists of 60 attached townhome units, up from 53 units approved for the site (Z-22-38) on August 16, 2022. Minimum lot width is 22 feet, down from 25 feet, with lot sizes on the end units measuring 27 feet wide. There are 7 buildings with 8 attached townhome units and 1 building with 4 attached townhome units. Allowable height of structures in the R-1E zone is 2 ½ stories or 45 feet; the height of structures within this development is proposed to be 18 feet to 32 feet. Front setbacks are proposed to be 20 feet from the right-of-way of internal streets; 5-foot side setbacks will be provided on end units, and 25-foot rear setbacks are being proposed for all units. The applicant requests to amend Condition #1 for the previously approved zoning case (Z-22-38), which requires lots to measure at least 25 feet wide for 22-foot-wide lots. The proposal also increases the total number of townhomes by 7 units.

2. Comprehensive Plan Consistency:

South Augusta is an area largely characterized by a suburban pattern of development. Residential development is characterized by low-density subdivisions with mostly single-family detached units on uniform lots approximately ¼-acre in size. Subdivision development started in part of South Augusta as early as the 1940s and continues to the present day.

The vision for South Augusta continues to reflect a mix of housing types at low-to-medium densities, while preserving the suburban-style, single-family residential character that is predominant in the area.

3. Findings:

1. The applicant requests to amend Condition #1 for the previously approved zoning case (Z-22-38), which requires lots to measure at least 25 feet wide for 22-foot-wide lots.
2. The revised site plan consists of 60 attached townhome units, at a density of 6.79 units per acre, where 10 units are allowed under the R-1E zoning. This request increases the number of townhomes by 7 additional units, from the previous plan.
3. The applicant has proposed 3.40 acres, or 38.5 percent of the overall subject property, is planned as open space.
4. The proposed height of the townhome structures within this development is intended to be 18 to 32 feet, where 45 feet is allowed.
5. Setbacks off the internal roadways are proposed to be 20 feet from the right-of-way on the front; 5-foot side setbacks on end units, and 25-foot rear setbacks for all proposed lots.
6. There will be one access, to the proposed development, off of Boykin Road and there are two internal roadways designed for the development; both roadways with a 60-foot right-of-way and a riding surface of 31 feet curb to curb. There are no accel or decel lanes shown for the proposed development at the entrance at Boykin Road.
7. Subdivision amenities include a pavilion, a dog park, a gathering area, walking trails, and sidewalks located on both sides of internal roadways.
8. Parking has been provided at 138 spaces for the overall development – 2.25 spaces for each of the 60 attached townhomes and 18 guest parking spaces located in the northeast corner of the subject property near the mail kiosk. Guest parking is not evenly distributed throughout the development.
9. Some of the units will have garages, based on the concept plan submitted with the Rezoning application.
10. Stormwater will be handled by one large detention pond located in the southeast corner of the subject property. It is unclear if the detention pond is calculated as part of the open space for the subdivision.
11. A required streetyard to include large trees 45-feet on center has been provided along Boykin Road, and also along Windsor Spring Road, as required by the Augusta Tree Ordinance.
12. Windsor Spring Road is a minor arterial street and requires a minimum 40-foot front setback from the right-of-way of any buildings or structures. Boykin Road is a minor, or

local road, and requires a 30-foot front setback from the right-of-way to any buildings or structures.

13. The subject property does not contain any Special Flood Hazard Area (SFHA) or any jurisdictional wetlands. No other environmental sensitivities related to the property are known.
14. The subject property has access to public water and sanitary sewer in both Boykin Road, to the south, and Windsor Spring Road, to the west of the property.
15. The proposed density is incompatible with the surrounding area and inconsistent with the 2018 Comprehensive Plan.

Recommendation: The Planning Commission recommends **Denial** of the rezoning request.

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

April 4th, 2023

Brian Kepner
City of Augusta
535 Telfair Street, Suite 300
Augusta, GA 30901

RE: 2427 Boykin Road – Letter of Intent for Rezoning Request

Dear Mr. Kepner,

On behalf of Charles K Johnson, I am providing the explanation for the rezoning request of the previously approved site plan for 2427 Boykin Road. The property was previously rezoned to R1-E and received conditions with a site plan showing 53 townhomes. The approved site plan included 25' wide interior lots and 30' wide end units.

At this time we are submitting a revised site plan and rezoning request which shows 22' wide interior lots and 27' end unit lots. The overall unit count increased to 60 units. All requirements of the previous site plan, including amenities and parking were still met. All other conditions of the previous

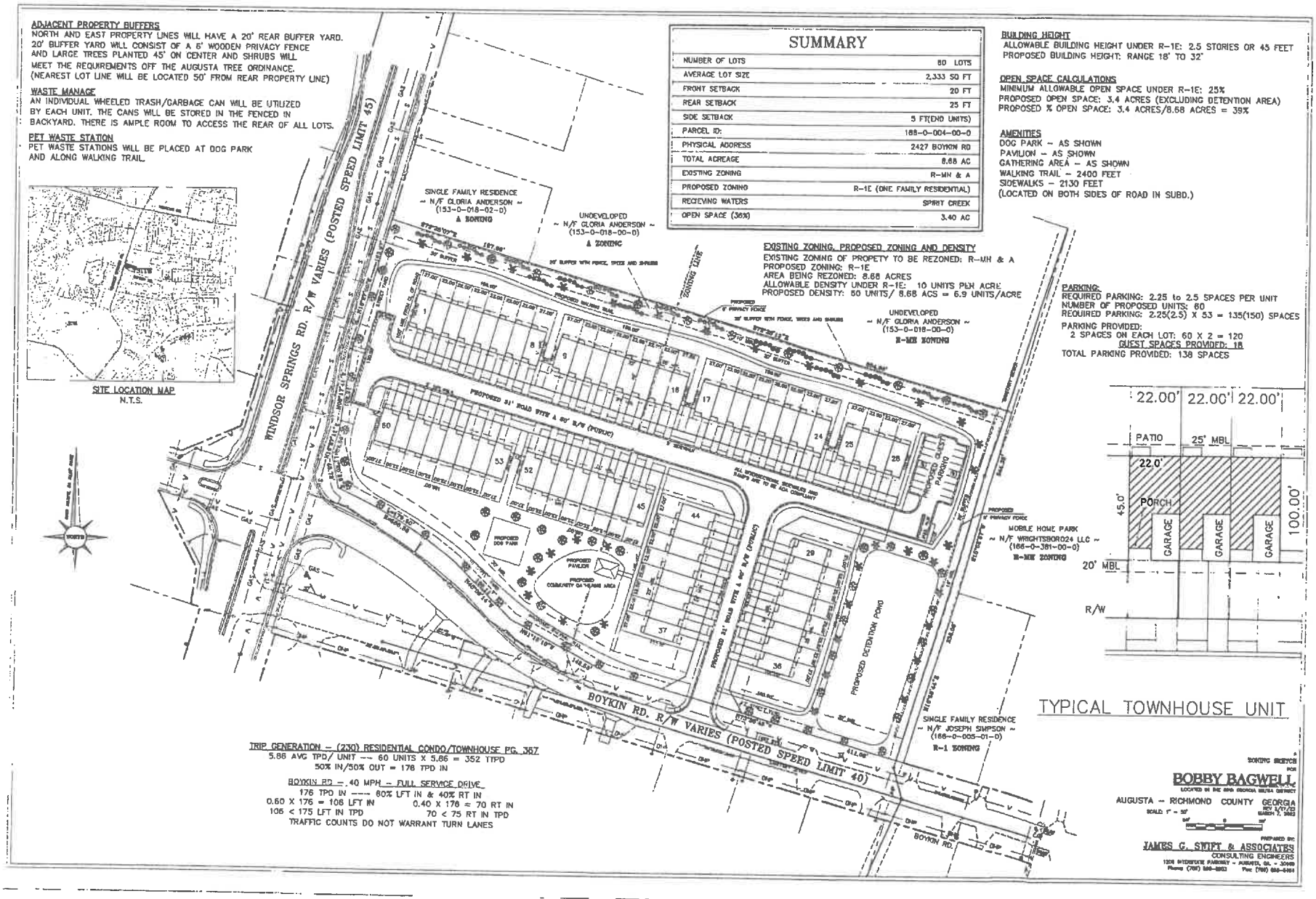
This request is to amend the condition of the previous plan which required a minimum of 25' wide lots. It is our understanding that the previous condition of the 25' wide minimum was due to concerns of Augusta Utility Department's placement of water and sewer top locations in relation to driveways and other features which may cause conflicts during the construction phase.

We recently worked with the City to receive approval to construct 22' wide units at a another development located on Windsor Spring Road in which we adopted language to address this concern as one of the conditions of site plan approval. At this time, we are willing to adopt this same language for this rezoning request to address any concerns that Augusta Utility may have with infrastructure design.

We appreciate your time and attention, and look forward to working with the City staff, Commissioners. If there are any questions, or if any additional documentation is needed, please just let me know.

Sincerely,

Bobby Bagwell


ADJACENT PROPERTY BUFFERS
NORTH AND EAST PROPERTY LINES WILL HAVE A 20' REAR BUFFER YARD. 20' BUFFER YARD WILL CONSIST OF A 6' WOODEN PRIVACY FENCE AND LARGE TREES PLANTED 45' ON CENTER AND SHRUBS WILL MEET THE REQUIREMENTS OFF THE AUGUSTA TREE ORDINANCE. (NEAREST LOT LINE WILL BE LOCATED 50' FROM REAR PROPERTY LINE)
WASTE MANAGE
AN INDIVIDUAL WHEELED TRASH/GARBAGE CAN WILL BE UTILIZED BY EACH UNIT. THE CANS WILL BE STORED IN THE FENCED IN BACKYARD. THERE IS AMPLE ROOM TO ACCESS THE REAR OF ALL LOTS.
PET WASTE STATION
PET WASTE STATIONS WILL BE PLACED AT DOG PARK AND ALONG WALKING TRAIL.
SITE LOCATION MAP
N.T.S.
SUMMARY
NUMBER OF LOTS 60 LOTS
AVERAGE LOT SIZE 2,333 SQ FT
FRONT SETBACK 20 FT
REAR SETBACK 25 FT
SIDE SETBACK 5 FT(END UNITS)
PARCEL ID: 188-0-004-00-0
PHYSICAL ADDRESS 2427 BOYKIN RD
TOTAL ACREAGE 8.68 AC
EXISTING ZONING R-MH & A
PROPOSED ZONING R-1E (ONE FAMILY RESIDENTIAL)
RECIEVING WATERS SPIRIT CREEK
OPEN SPACE (36%) 3.40 AC
BUILDING HEIGHT
ALLOWABLE BUILDING HEIGHT UNDER R-1E: 2.5 STORIES OR 45 FEET
PROPOSED BUILDING HEIGHT: RANGE 18' TO 32'
OPEN SPACE CALCULATIONS
MINIMUM ALLOWABLE OPEN SPACE UNDER R-1E: 25%
PROPOSED OPEN SPACE: 3.4 ACRES (EXCLUDING DETENTION AREA)
PROPOSED % OPEN SPACE: 3.4 ACRES/8.68 ACRES = 39%
AMENITIES
DOG PARK - AS SHOWN
PAVILION - AS SHOWN
GATHERING AREA - AS SHOWN
WALKING TRAIL - 2400 FEET
SIDEWALKS - 2130 FEET
(LOCATED ON BOTH SIDES OF ROAD IN SUBD.)
EXISTING ZONING, PROPOSED ZONING AND DENSITY
EXISTING ZONING OF PROPETY TO BE REZONED: R-MH & A
PROPOSED ZONING: R-1E
AREA BEING REZONED: 8.68 ACRES
ALLOWABLE DENSITY UNDER R-1E: 10 UNITS PER ACRE
PROPOSED DENSITY: 60 UNITS/ 8.68 ACS = 6.9 UNITS/ACRE
PARKING:
REQUIRED PARKING: 2.25 to 2.5 SPACES PER UNIT
NUMBER OF PROPOSED UNITS: 60
REQUIRED PARKING: 2.25(2.5) X 53 = 135(150) SPACES
PARKING PROVIDED:
2 SPACES ON EACH LOT: 60 X 2 = 120
GUEST SPACES PROVIDED: 18
TOTAL PARKING PROVIDED: 138 SPACES
WINDSOR SPRINGS RD. R/W VARIES (POSTED SPEED LIMIT 45)
BOYKIN RD. R/W VARIES (POSTED SPEED LIMIT 40)
SINGLE FAMILY RESIDENCE ~ N/F GLORIA ANDERSON ~ (153-0-018-02-0) A ZONING
UNDEVELOPED ~ N/F GLORIA ANDERSON ~ (153-0-018-00-0) A ZONING
UNDEVELOPED ~ N/F GLORIA ANDERSON ~ (153-0-018-00-0) R-MH ZONING
MOBILE HOME PARK ~ N/F WRIGHTSBORO24 LLC ~ (166-0-081-00-0) R-MH ZONING
SINGLE FAMILY RESIDENCE ~ N/F JOSEPH SIMPSON ~ (166-0-005-01-0) R-1 ZONING
PROPOSED 31' ROAD WITH A 60' R/W (PUBLIC)
PROPOSED DETENTION POND
PROPOSED DOG PARK
PROPOSED PAVILION
PROPOSED COMMUNITY GATHERING AREA
PROPOSED GUEST PARKING
TYPICAL TOWNHOUSE UNIT
22.00' 22.00' 22.00'
PATIO
25' MBL
22.0'
PORCH
45.0'
GARAGE
GARAGE
GARAGE
100.00'
20' MBL
R/W
TRIP GENERATION - (230) RESIDENTIAL CONDO/TOWNHOUSE PG. 367
5.86 AVG TPD/ UNIT --- 60 UNITS X 5.86 = 352 TTPD
50% IN/50% OUT = 176 TPD IN
BOYKIN RD - 40 MPH - FULL SERVICE DRIVE
176 TPD IN ---- 60% LFT IN & 40% RT IN
0.60 X 176 = 106 LFT IN
0.40 X 176 = 70 RT IN
106 < 175 LFT IN TPD
70 < 75 RT IN TPD
TRAFFIC COUNTS DO NOT WARRANT TURN LANES
BOBBY BAGWELL
AUGUSTA - RICHMOND COUNTY GEORGIA
PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS

Augusta GEORGIA

PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

September 20, 2022

Jeff Logue
668 Gibbs Road South
Grovetown, GA 30813

Greetings,

At its meeting on Tuesday, August 16, 2022, the Augusta Georgia Commission considered the following petition:

Z-22-38 A petition by Jeff Logue on behalf of Steve Thibodeau – requesting a Rezoning from Zone A (Agricultural) and Zone R-MH (Manufactured Home Residential) to Zone R-1E (One-family Residential) affecting property containing approximately 8.84 acres located at 2427 Boykin Road. Tax Map #166-0-004-00-0.

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

1. There shall be no lots less than 25 ft. wide.
2. The 100-foot minimum building line (MBL) from the centerline of Windsor Spring Road must be maintained off of Windsor Spring Road and the 30-foot minimum building line (MBL) must be maintained off of the right-of-way of Boykin Road.
3. A Traffic Assessment / Traffic Analysis / Traffic Study, as required by the Traffic Engineer, shall be performed, and all traffic related improvements, as required by the Traffic Engineer must be installed.
4. Parking must be provided at 2.25 to 2.5 parking spaces per unit / lot.
5. Entrance to the subdivision shall be off of Boykin Road and no access to Windsor Spring Road is allowed.
6. A pavilion, or similar meeting space, and a walking trail, at a minimum, must be provided as amenities for the subdivision. The pavilion must be constructed prior to the 23rd unit in the subdivision being CO'd. Sidewalks shall be provided on both sides of all internal roadways that meet ADA requirements.
7. The required streetyard, to include large trees 45-feet on center, must be provided along Boykin Road and also along Windsor Spring Road, pursuant to the requirements of the Augusta Tree Ordinance. A required 20-foot bufferyard, to include a 6-foot privacy fence, large trees 45 feet on center and shrubs, per the requirements of the Augusta Tree Ordinance must be provided along the northern and eastern property lines, to buffer the proposed development from adjoining single family detached residentially zoned or residentially utilized properties.
8. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.

Augusta GEORGIA

PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta, Georgia 30901

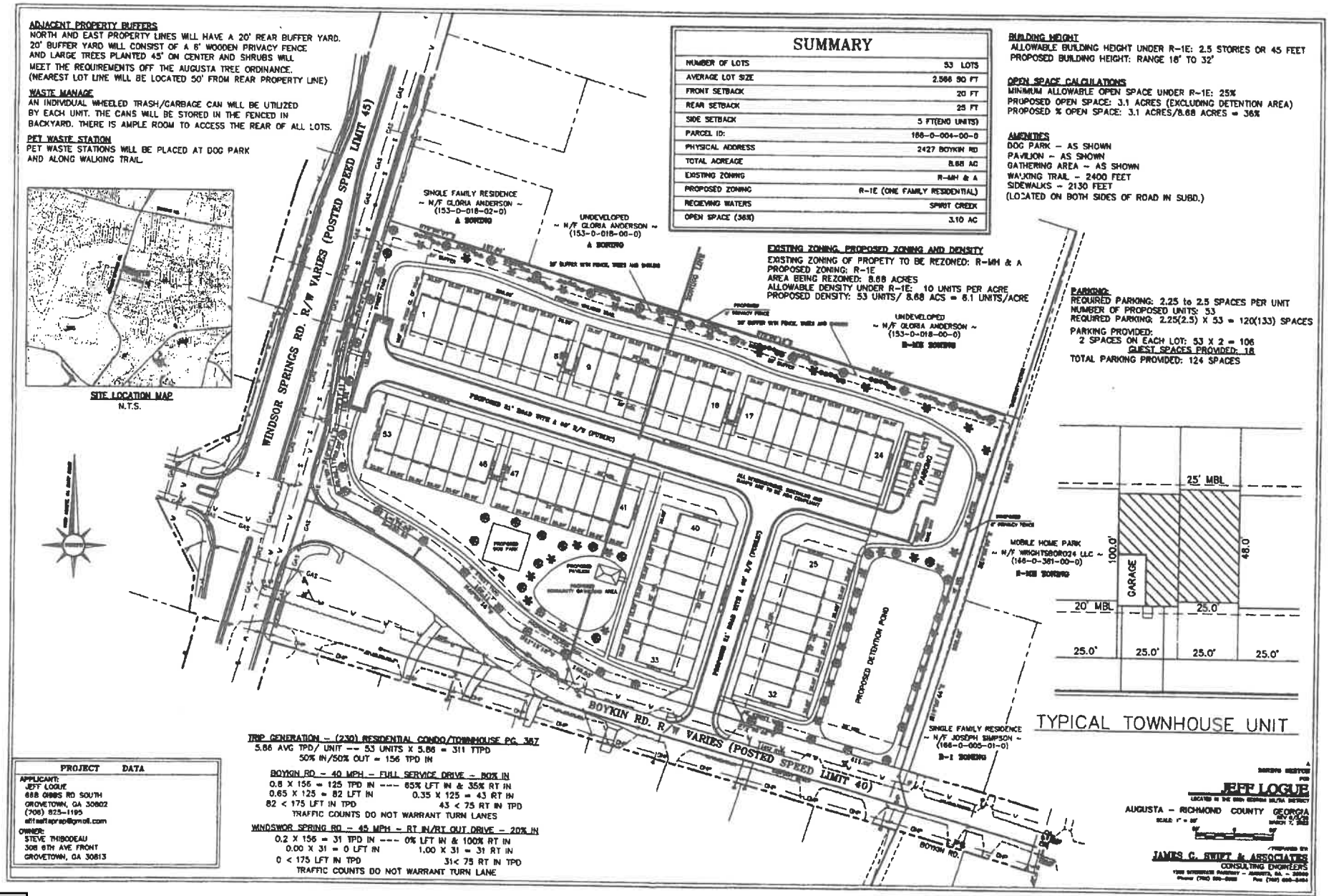
1803 Marvin Griffin Road
Augusta, Georgia 30906

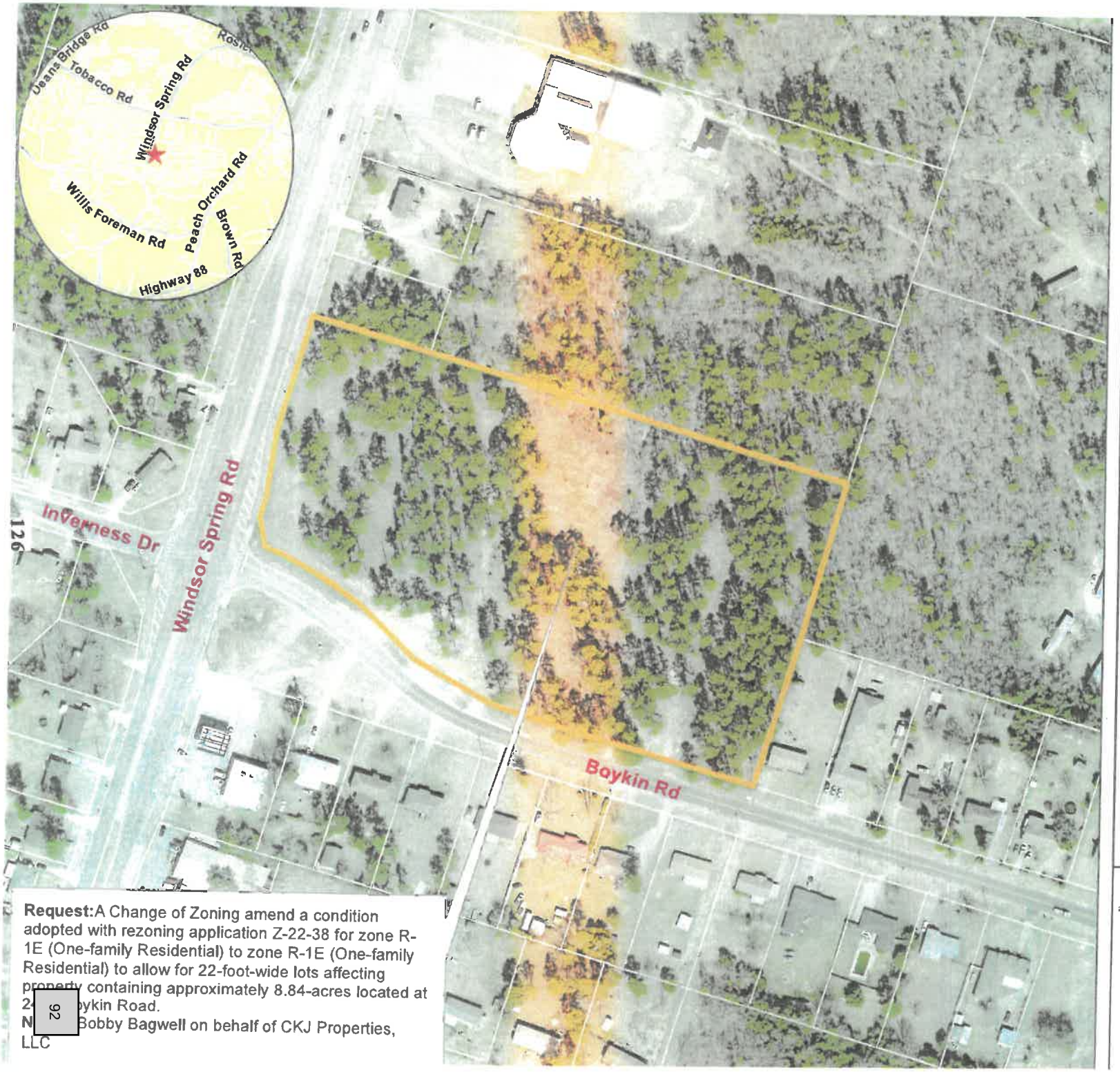
Enclosed is an ordinance verifying this change and a zoning restriction agreement. The zoning restriction agreement must be properly signed and returned to our office for recording.

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

Sincerely,
Carla Delaney, Director

Z-22-38
Approved Concept plan





Request: A Change of Zoning amend a condition adopted with rezoning application Z-22-38 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) to allow for 22-foot-wide lots affecting property containing approximately 8.84-acres located at 24[illegible]oykin Road.

N[illegible] Bobby Bagwell on behalf of CKJ Properties, LLC

Planning Commission
Z-23-24
May 1, 2023

2427 Boykin Road

Aerial

Legend

Parcel of Interest

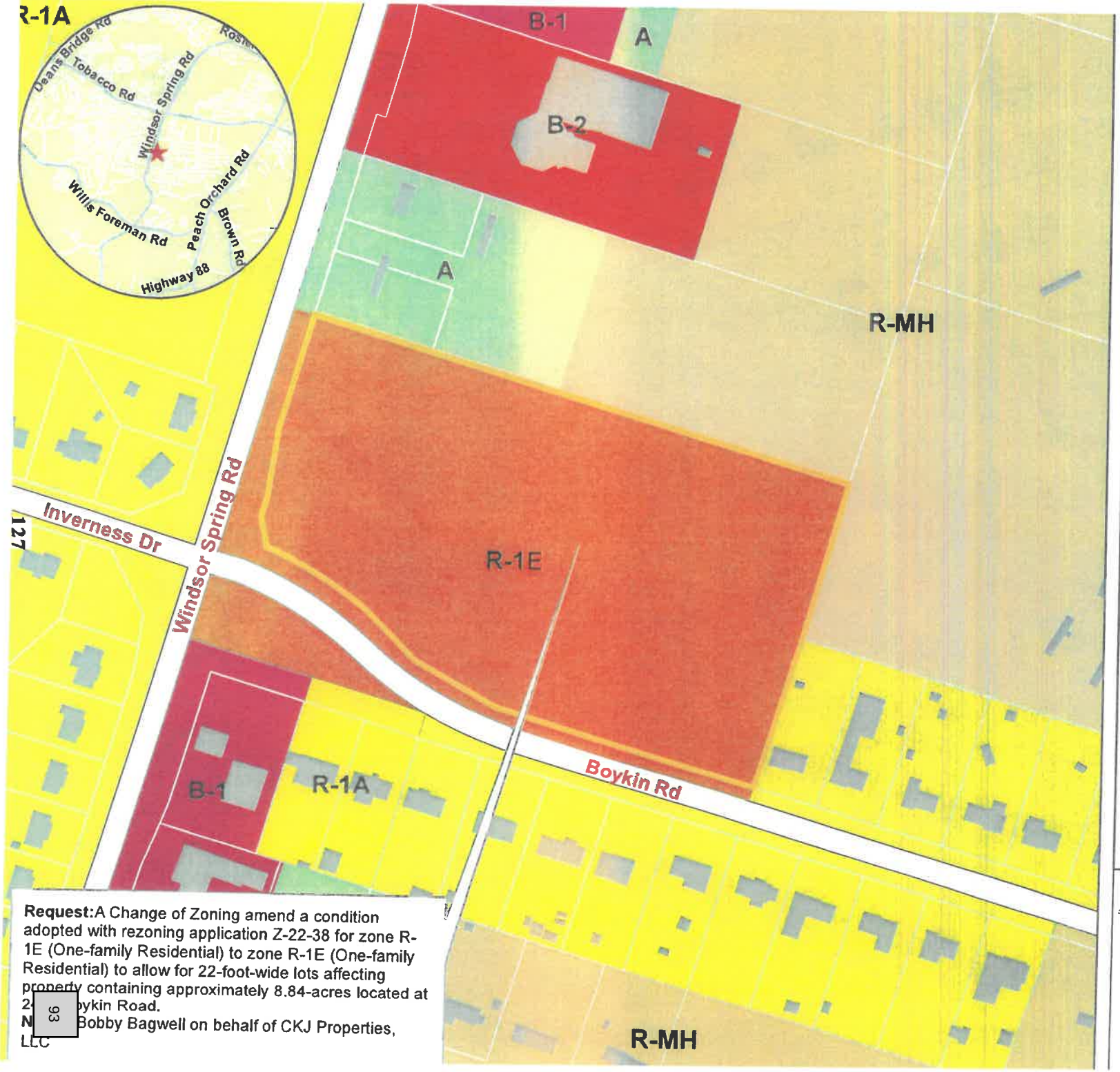
Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

Augusta, GA Disclaimer

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N W E S



Request: A Change of Zoning amend a condition adopted with rezoning application Z-22-38 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) to allow for 22-foot-wide lots affecting property containing approximately 8.84-acres located at 2[illegible]oykin Road.

N[illegible] Bobby Bagwell on behalf of CKJ Properties, LLC

93

Planning Commission
Z-23-24
May 1, 2023

2427 Boykin Road

Current Zoning

Legend

Parcel of Interest

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- R-1: One Family Residential
- R-1A: One Family Residential
- R-1E: One Family Residential
- R-MH: Manufactured Home Residential

Augusta GEORGIA

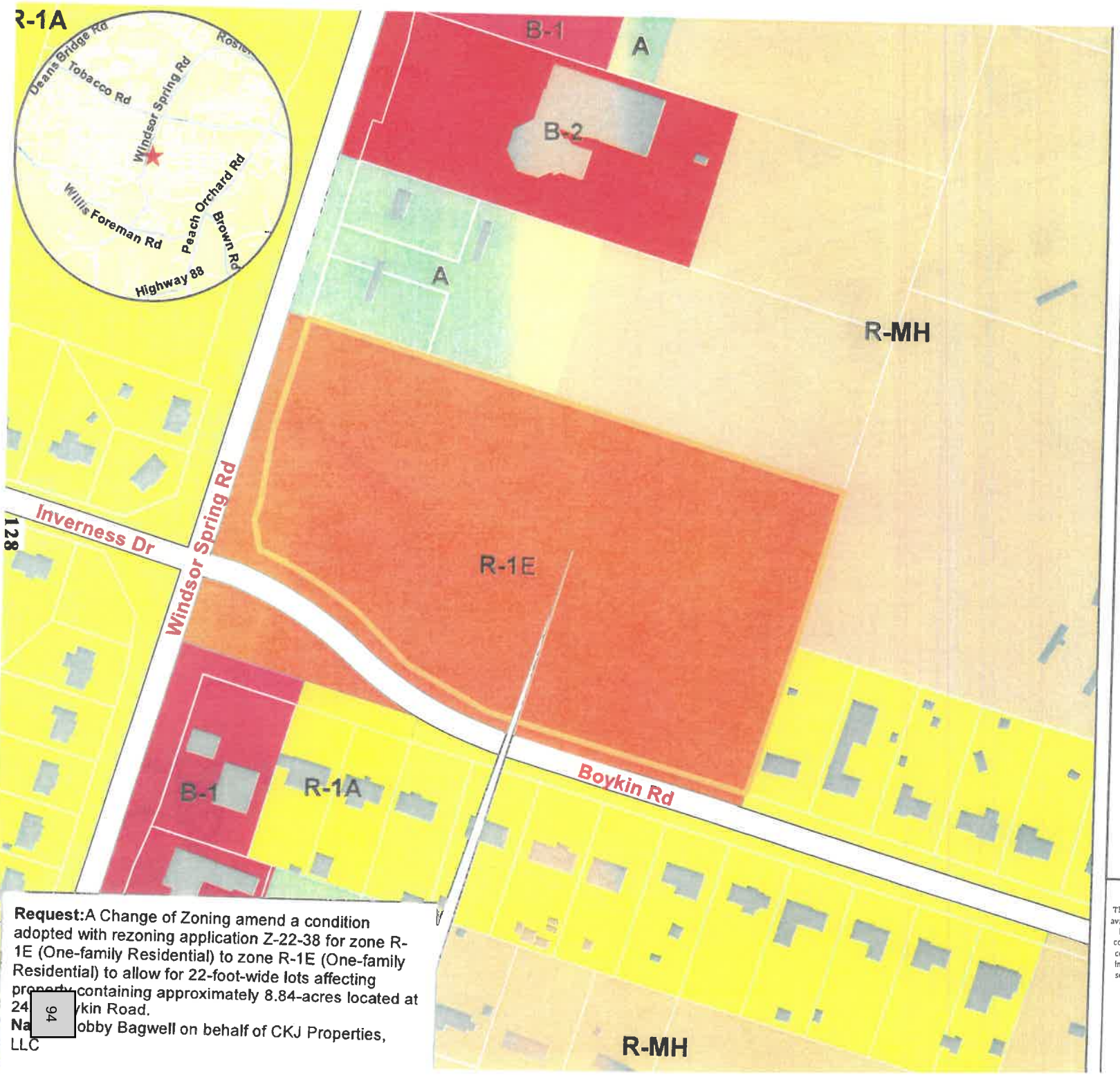
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Planning & Development Department
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Augusta, GA Disclaimer

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N W E S

Item 5.



Request: A Change of Zoning amend a condition adopted with rezoning application Z-22-38 for zone R-1E (One-family Residential) to zone R-1E (One-family Residential) to allow for 22-foot-wide lots affecting property containing approximately 8.84-acres located at 24 ykin Road.

Na obby Bagwell on behalf of CKJ Properties, LLC

94

Planning Commission
Z-23-24
May 1, 2023

2427 Boykin Road

Future Zoning

Legend

Parcel of Interest

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- R-1: One Family Residential
- R-1A: One Family Residential
- R-1E: One Family Residential
- R-MH: Manufactured Home Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
4/11/2023 bb21255

Augusta, GA Disclaimer

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N W E S

Item 5.

Commission Meeting

June 6, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the minutes of the regular scheduled Commission Meeting held May 16, 2023 and Special Called Meetings held May 23 and 26, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

June 6, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the appointment of Reginald B. Forrest to the ARC Board of Zoning & Appeals representing District 6.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mr.
First Name *	Reginald
Middle Name *	Bernard
Last Name *	Forrest
Suffix	
Date Of Birth *	5/9/1961
Address *	Street Address: 2113 Kaneck Way Address Line 2: City: Hephzibah State / Province / Region: Goergia Postal / Zip Code: 30815 Country: US
Home Phone *	706-589-6875
Work Phone	
Registered Voter *	○ District 1 ○ District 2 ○ District 3 ◉ District 4 ○ District 5 ○ District 6 ○ District 7 ○ District 8 ○ None
Marital Status *	Single
Education *	College Degree
Race *	Black
Gender *	Male
Occupation *	Savannah River Nuclear Solution
Interests	Volunteering, Fundraising, The Arts, Mentoring, Reading and Writing Short Stories

Commissions, Authorities, & Boards

Volunteer For *	Board of Zoning Appeals Click add below to apply for more than one board.

* I currently have relatives working for the City of Augusta

○ Yes ◉ No

* I currently serve on an Augusta Board, Commission, or Authority

○ Yes ◉ No

I would like to receive an email confirmation of my submission.

◉ Yes ○ No

Email rforrest007@gmail.com

Commission Meeting

June 6, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** Mr. David M. Barbee, Sr. to the Historic Preservation Commission representing **District 6**.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mr.
First Name *	David
Middle Name *	McDowell
Last Name *	Barbee
Suffix	Sr
Date Of Birth *	1/22/1947
Address *	Street Address 807-A Mayo Lane Address Line 2 City AUGUSTA State / Province / Region Georgia Postal / Zip Code 30907 Country United States
Home Phone *	7067369773
Work Phone	7069102404
Registered Voter *	○ District 1 ○ District 2 ○ District 3 ○ District 4 ○ District 5 ○ District 6 ◉ District 7 ○ District 8 ○ None
Marital Status *	Married
Education *	Some College
Race *	White
Gender *	Male
Occupation *	Community Association Manager (License CAM State of Georgia
Interests	

Commissions, Authorities, & Boards

Volunteer For *	Consolidated Historic Preservation Click add below to apply for more than one board

* I currently have relatives working for the City of Augusta

○ Yes ◉ No

* I currently serve on an Augusta Board, Commission, or Authority

○ Yes ◉ No

I would like to receive an email confirmation of my submission.

◉ Yes ○ No

Email DAVID.BARBEE1@GMAIL.COM

Commission Meeting

June 6, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the appointment of **Ms. Carletta W. McGruder** to the ARC Library Board of Trustees representing **District 6.**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title

First Name * Carletta

Middle Name * Walker

Last Name * Mcgruder

Suffix

Date Of Birth * 2/23/1962

Address *

Street Address
2306 Salem West Dtive
Address Line 2

City
Augusta

State / Province / Region
Ga

Postal / Zip Code
30906

Country
Richmond

Home Phone * (706)831-4911

Work Phone

Registered Voter *

- ○ District 1
- ○ District 2
- ○ District 3
- ○ District 4
- ○ District 5
- ◉ District 6
- ○ District 7
- ○ District 8
- ○ None

Marital Status * Single

Education * College Degree

Race * Black

Gender * Female

Occupation * Retire

Interests

Commissions, Authorities, & Boards

Volunteer For * Augusta Richmond County Library Board

Click add below to apply for more than one board.

* I currently have relatives working for the City of Augusta

○ Yes ◉ No

* I currently serve on an Augusta Board, Commission, or Authority

○ Yes ◉ No

I would like to receive an email confirmation of my submission.

◉ Yes ○ No

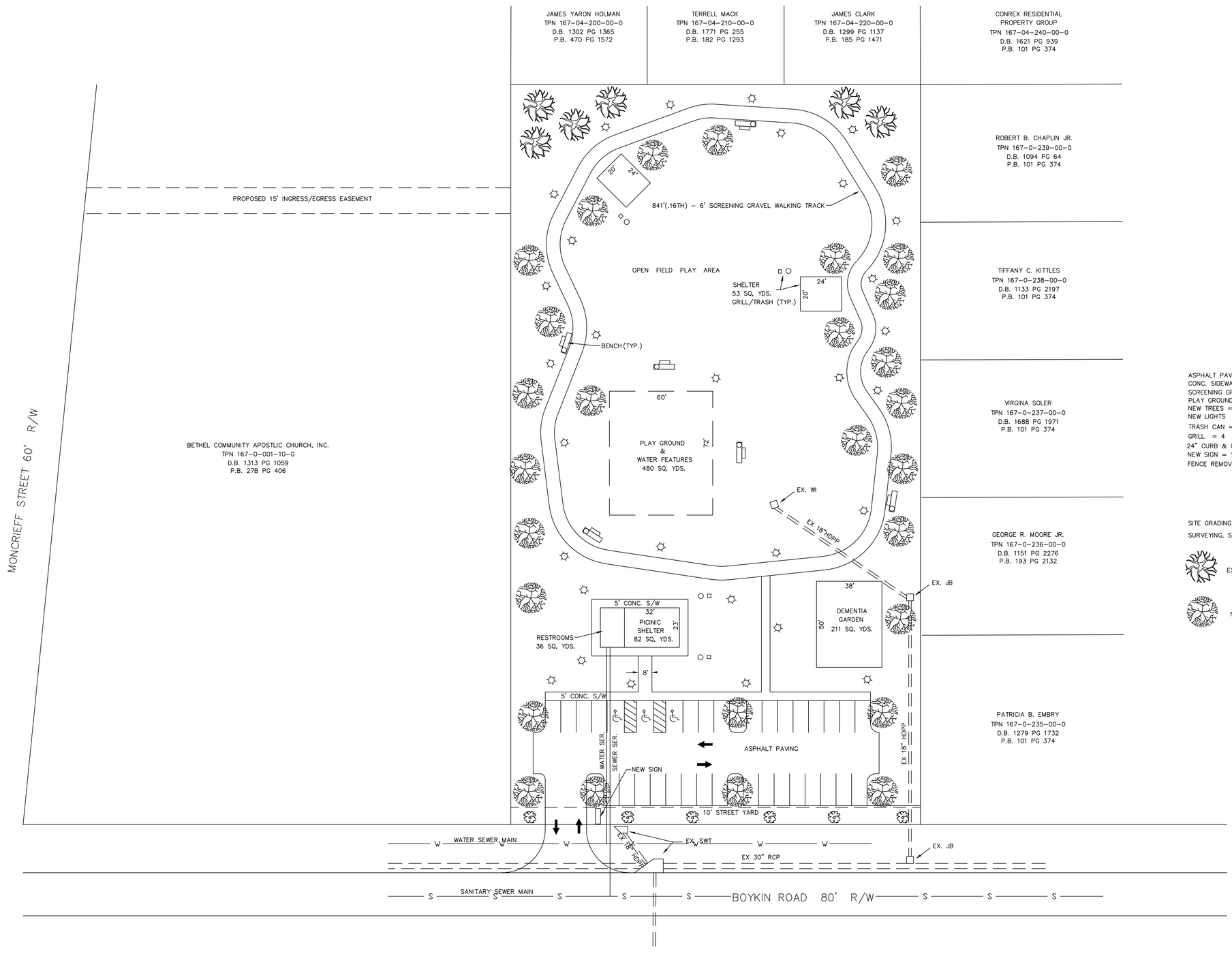
Email Letta39@gmail.com

Commission Meeting

Meeting Date: June 6, 2023

Parks & Rec Grant Approval Boykin Road Park

Department:	Parks & Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to accept the award of the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant for Boykin Road Park.
Background:	The Parks and Recreation Department has applied for the Governor's grant to implement improvements at Boykin Road Park (grant proposal PR000405). Recently Governor Kemp awarded Augusta with $1,669,031.00 for those park improvements.
Analysis:	Accepting the award will help Augusta implement park improvements at Boykin Road Park.
Financial Impact:	The overall cost is anticipated at $1.5M. The additional award monies will be set aside as contingency.
Alternatives:	1. To move to accept the award of the grant 2. To move to no action
Recommendation:	1. To move to approve
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A



ASPHALT PAVING = 1,387 SQ. YDS.
CONC. SIDEWALK = 250 SQ. YDS.
SCREENING GRAVEL TRACK = 739 SQ. YDS.
PLAY GROUND & WATER FEATURE AERA = 480 SQ. YDS.
NEW TREES = 39
NEW LIGHTS = 40
TRASH CAN = 10
GRILL = 4
24" CURB & GUTTER = 480 LF.
NEW SIGN = 1
FENCE REMOVAL BASEBALL FIELD = 750 LF.

SITE GRADING AND PAVING
SURVEYING, SITE PLAN AND INGRESS/EGRESS PLAT

EXISTING TREES

NEW TREES

ISM
Infrastructure Systems Management, LLC
SPECIALIZED CONSULTING SERVICES
1557 Broad Street Augusta, GA 30904
(706) 691-9611 www.lamlic-engr.com

REV	DATE	DESCRIPTION

AUGUSTA PARKS & RECREATION DEPARTMENT

BOYKIN ROAD PARK PROPOSED IMPROVEMENTS

N/A

OCTOBER 31, 2022
Scale: 1" = 30'
Job: 22APRD01
Issue:
Sheet 1 of 1

Commission Meeting

June 6, 2023

Motion to approve the vendor for the Independence Day Celebration Fireworks

Department:	Parks & Recreation
Presenter:	Maurice McDowell
Caption:	Motion to approve Pyro Shows East Coast, Inc. as annual vendor for the Independence Day Celebration Fireworks Show.
Background:	Pyro Shows East Coast, Inc. has provided the fireworks for the Independence Day Celebration in previous years and has agreed to enter into an annual contract with Augusta, Georgia to provide their services.
Analysis:	In 2021 and 2022, Pyro Shows East Coast, Inc. were the only vendor to submit a bid for the fireworks show. Doing business with the vendor in the past was a positive experience.
Financial Impact:	The overall cost for the Fireworks Show is $33,000 in 2023.
Alternatives:	1. Move to approve 2. Move to no action
Recommendation:	1. Move to approve
Funds are available in the following accounts:	101-06-1495-53-11810
REVIEWED AND APPROVED BY:	N/A

Tywanna Scott

From: Scott Donahue <s.donahue@pyroshows.com>
Sent: Thursday, May 11, 2023 2:15 PM
To: Tywanna Scott
Subject: [EXTERNAL] RE: 23-249 Annual Independence Day Fireworks Celebration
Attachments: Augusta P&R 7.4.23.pdf; Documents-Shell Synopsis- Augusta Parks and Recreation 7.4.23.pdf; Certificate.pdf

Good Afternoon Ms. Scott,

Thank you for your email and opportunity to continue our partnership in providing the July 4th fireworks entertainment for the City of Augusta. Please find signed documents and other information needed in the attachment. Once we receive the PO #, I will forward a deposit invoice by email. I will start the permit paperwork for Richmond County Probate Court and DNR approval for the show. If you should have any questions or need further information, feel free to call or email me at any time. Thanks!

Scott Donahue | *Show Director*
PYRO SHOWS EAST COAST, INC.
4652 Catawba River Road | Catawba, SC 29704
m 803.517.2893 | **t** 800.238.5114 | **f** 803.789.6440

Transforming special occasions into ***EPIC*** events!
www.pyroshows.com

From: Tywanna Scott <TScott@augustaga.gov>
Sent: Thursday, May 11, 2023 11:07 AM
To: Scott Donahue <s.donahue@pyroshows.com>
Subject: 23-249 Annual Independence Day Fireworks Celebration
Importance: High

Good morning Mr. Donahue,

I have attached an extended agreement for the City of Augusta Annual Fireworks Celebration for July 4, 2023. Can you please review and indicate if you are interested in providing fireworks for Augusta's Annual Firework Celebration by signing, dating, and returning all the required documentations.

Kind Regards,

Tywanna E. Scott
Procurement Department
(706) 821-2355 Direct or (706) 821-2811 Fax

Thank You For Doing Business With Us.....
Augusta, Georgia - Procurement Department
tscott@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

[**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.]

Please indicate if you will or will not accept our offer to provide Fireworks for Augusta, Georgia's Independence Day Celebration by checking the appropriate box and signing below. Please provide a detailed outline of show to include: (number of shells provided, shell specifications, fire sequence and any other information related to display format). Return the document by email to procbidandcontract@augustaga.gov or by fax to 706-821-2811 no later than 4:00 p.m., Wednesday, May 17, 2023.

☒ I WILL provide Fireworks for Independence Day Celebration		☐ WILL NOT provide Fireworks for Independence Day Celebration	
Signature:	Print Name: Jesse Salveson	Title: President	Date: 5-11-2023

Signer Must Be An Authorized Company Representative.

If we do not receive this document by the indicated date, we will assume Pyro Shows East Coast, Inc. is not interested in providing the requested services.

If you need additional information, please contact me, or Ms. Tywanna Scott, at 706-821-2355. Thank you for doing business with Augusta, Georgia.

Sincerely,

Geri A. Sams, Director
Procurement Department

Attachment

cc: Maurice McDowell, Parks & Recreation

Required Information to be Submitted

The following items are required to be included in your submittal:

1: A **copy of License** - Registered/Licensed Class 1.3 Pyrotechnic-Vendor in the State of Georgia. Issued by the Georgia Department of Labor: Licensing & Registration – Division of Fire and Life Safety, LLR.

2: A **copy of Insurance Certificate** - Provide a Minimum $3,000,000 Liability Insurance Policy naming Augusta, Georgia as insured party.

3: A **copy of all applicable permits and/or bonds required for Fireworks Displays/Shows** issued by the State of Georgia and/or Augusta, Georgia.

4: A detailed outline of show to include: *(number of shells provided, shell specifications, fire sequence and any other information related to display format).*

5: A detailed summaries outlining procedures and conditions related, but not limited to, compensation and service contract/agreement procedures.

A. Accounts Receivable Process

Invoicing, Required Payment Processes and Schedules required documentation to claim tax exemption, acceptable forms of payment, and any other information related to compensation for services provided.

B. Required contract procedure(s) and/or condition(s) to enter into Agreement/Contract

Stated agent(s) authorized to enter agreement, if formal documentation from governing authority is required, if notarization is required and any other conditions that may apply.

NAME: Charles Craig Butler (Technician) Scott Donahue (Salesman)

COMPANY: Pyro Shows East Coast

ADDRESS: Physical: 4652 Columbia River Rd Mailing: PO Box 1776

CITY/STATE: Columbia SC 29704 LaFollette, TN 37766

TELEPHONE: 803-789-5733

FAX: _____ **EMAIL:** S.donahue@pyroshows.com

E-VERIFY NUMBER: 4546919 Date: 8-18-2021

OFFEROR MUST RETURN THIS COMPLETED FORM WITH THE BID SUBMITTAL



Custom Fireworks Proposal

for

Augusta, GA

Recreation and Parks Department

Independence Day Celebration

July 4, 2023

PYRO SHOWS
EAST COAST

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.



Fireworks

Pyro Shows East Coast is pleased to submit the following customized Independence Day firework proposal to **Augusta, GA - Recreation and Parks Department**.

At Pyro Shows, our mission is to provide an *EPIC* fireworks event to excite and delight your audience while attracting a larger number of spectators to your venue!

Pyro Shows places great emphasis on product value, quality, and performance. Our dedicated diligence behind the scenes ensures the outstanding results that we love to provide.

Enjoy reviewing this proposal and remember, "customization" is the key. We will be happy to make adjustments to the proposal to achieve your vision of the show.

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About Us

Pyro Shows is celebrating 50+ golden years! Before our corporate office in Tennessee and our additional offices in Texas and Alabama, we had to start somewhere. That place in time was 1969 when Lansden Hill began a professional fireworks service. Rave reviews of the shows would prove that he appropriately named the company **Pyro Shows**. With each passing year of business, Pyro Shows maintained the momentum and achieved success both nationally and internationally.



2019 marked the 50th year in business that Pyro Shows has successfully performed fireworks. From Sweden, to Spain, and from Abu Dhabi in the UAE, to Taiwan, Pyro Shows has shared talent and expertise with millions of people around the world. That is a legacy of happiness generated by fireworks!

A brief description of the Pyro Shows team of professionals is much like describing a fireworks show:

"It takes many layers of time and talent to result in a safely executed, spectacular show."

Time after time, we see the shock on faces who realize the behind-the-scenes time and effort that goes into (literally) every show.



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.



Your Event

Date: July 4, 2023
Fireworks Duration: 18-20 Minutes

Fireworks Display Time: 9:15 PM EDT
Music: N/A

Included Services

All permitting processing and fees required by the City and/or State.
All Pyrotechnician labor (trained in safety, licensed in pyrotechnics and insured by Pyro Shows).

Insurance Liability Coverages:

General Liability $10,000,000.00
Automobile Liability $10,000,000.00

Insurance Agency:

Britton-Gallagher and Associates
1375 E. 9th Street, 30th Floor
Cleveland, OH 44114

Workers Compensation:

Full coverage as required by State and Federal law, including United States Longshoreman and Harbormaster coverage.

Compliance:

Pyro Shows adheres to the following regulatory requirements:

BATFE – Bureau Alcohol, Tobacco, Firearms & Explosives
FAA – Federal Aviation Administration
NFPA 1123, 1124
U.S. Coast Guard

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Pyro "Lingo"

Main Body



Patterns



Grand Finale



The MAIN BODY of the show will fill the sky with bursts of sparkling colors and shapes. The fireworks will layer at different heights adding several visual perspectives for the audience. We will feature a combination of premium

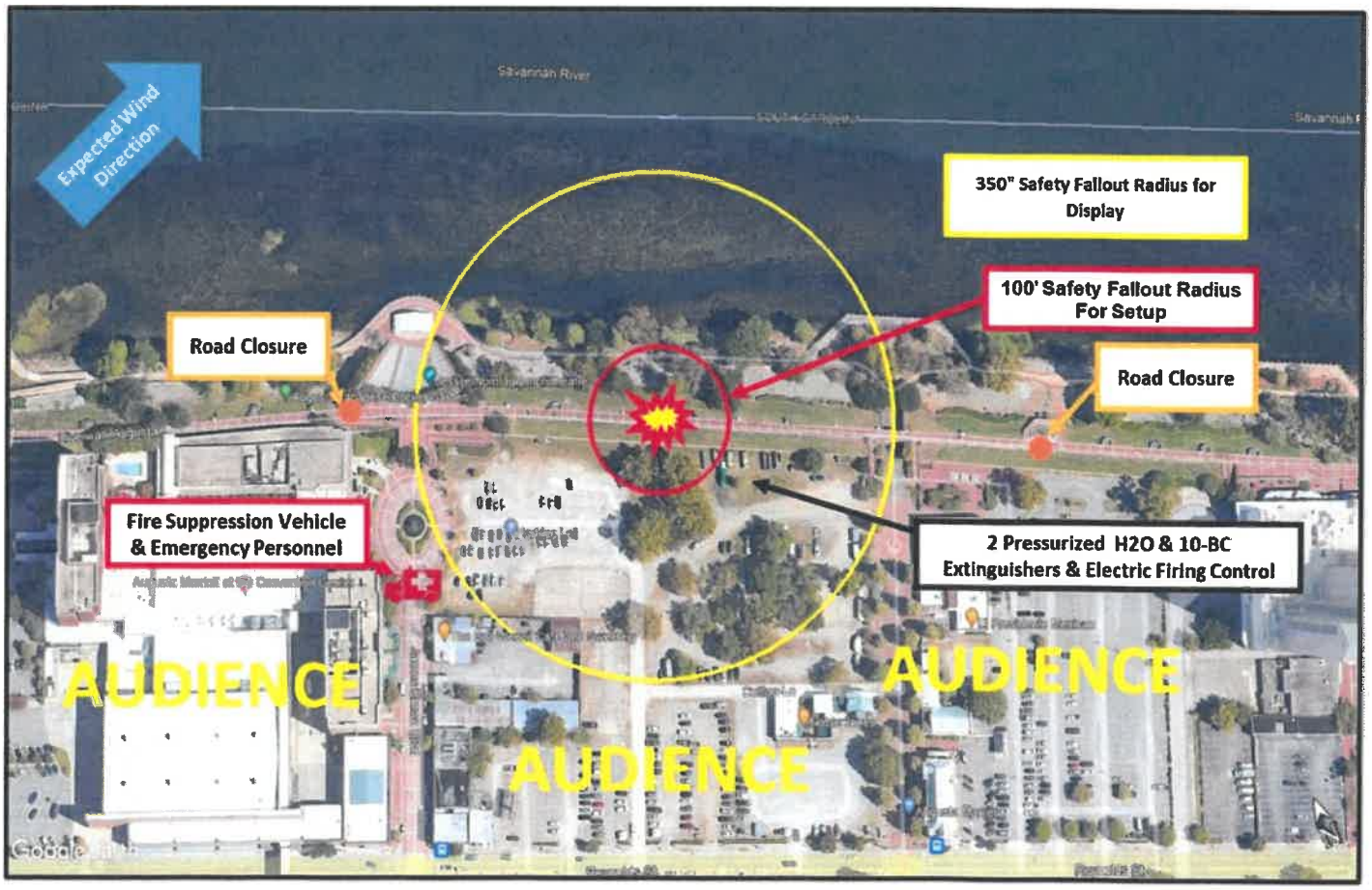
The world of fireworks would never be the same without happy PATTERNS in the sky! Smiley faces and hearts are among the most popular, but we don't stop there. Our pattern inventory includes wagon wheels, diamonds, butterflies, and more!

The GRAND FINALE....well, it pretty much speaks for itself. It's what wraps up the show with an EPIC ending and it's everyone's favorite part. If you're new to GRAND FINALES, imagine mountains and waves of color filling the sky, earthshaking salutes and majestic brocade gold chrysanthemums.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Firing Layout Plan

Site Diagram - Safety Fallout Zone



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.



Firing Layout

Cakes - Main Body

Size	Qty	Description	Sub Total
1.00" Cake	9	36-Shot Orange Purple w/Crackling	324
1.25" Cake	9	19-Shot Color Strobe Bombettes	171
1.25" Cake	9	19-Shot Red, White, Blue w/Silver Tail	171
1.25" Cake	12	36-Shot Red Strobe w/Yellow Peony	432
1.25" Cake	2	70-Shot Red Crossette w/White Strobe Blue	140
1.25" Cake	2	90-Shot Red Glittering Willow + Sky Blue	180
1.25" Cake	10	100-Shot Splendid Silver Tail	1,000
1.25" Cake	10	100-Shot Multi-Color Tail w/White Glitter	1,000
1.25"	2	150-Shot Peachblow w/Lemon Tail	300
2.5" Cake	2	36-Shot Lemon Fuchsia Orange Silver Peony	72
		Total	3,790

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Firing Layout

Shells - Main Body

Size	Ornamental Qty	Elaborate Qty	Extravagant Qty	Extraordinary Qty	Sub Total
3" Shell	96	96	24	24	240
4" Shell	75	75	20	19	189
5" Shell	36	36	10	9	91
				Total	520

Ornamental Specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of high quantity and quality in a wide variety of effects.

Elaborate More intricate multiple effect and precision shells are composed of many of the very best imported shells made throughout the world.

Extravagant Another variety of cylindrical and spherical shapes, these are made exclusively in the United States and are the brightest and most vivid colors available. They are powerful and often break with the size, pattern, and density of shells twice their size.

Extraordinary Effect/Multiple Break This class includes the ultimate in the art and science of pyrotechnology. When we refer to "multiple break", that translates as: two or more shells of the same size stacked on top of each other to be fired at the same time.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

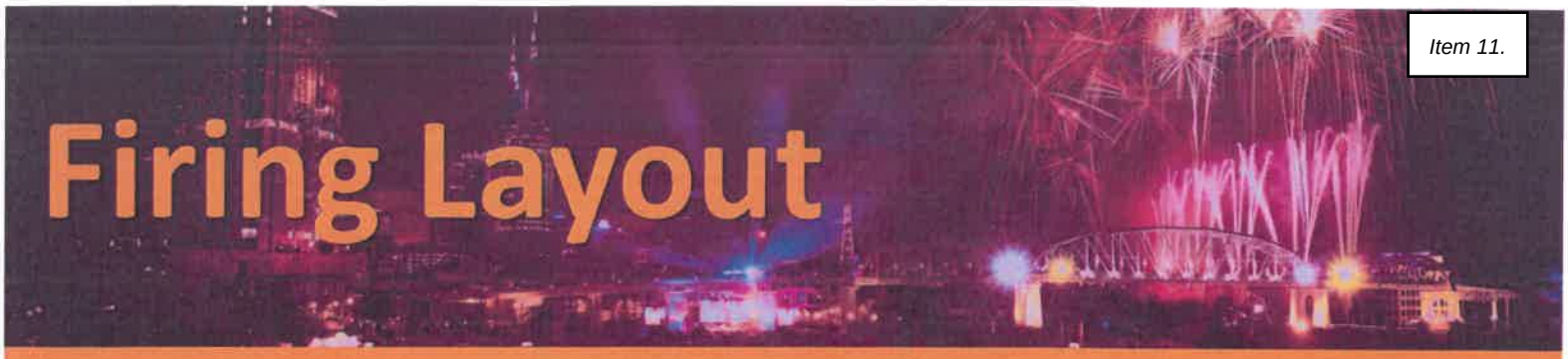


Firing Layout

Grand Finale

Size	Ornamental Qty	Elaborate Qty	Extravagant Qty	Extraordinary Qty	Sub Total
3" Shell	144	144	36	36	360
1.25" Cake	6 100-Shot Assorted Chrys and Salutes				600
1.25" Cake	3 50-Shot Mixed Color Chrys				150
1.25" Cake	3 36-Shot Finale Color				108
				Total	1,218

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.



Shell Summary

Augusta Parks and Recreation Department
Augusta, GA IDC 7.4
Tuesday, July 4, 2023

$33,000.00

MAIN BODY

SHELL SIZ	DEVICE		QUANTITY	TOT
36 x 1.0"	Cakes	Orange Purple w/Crackling	9	324
19 x 1.25"	Cakes	Color Strobe Bombettes	18	342
36 x 1.25"	Cakes	Red Strobe w/Yellow Peony	12	432
70 x 1.25"	Cakes	Red Crossette w/White Strobe Blue	2	140
90 x 1.25"	Cakes	Red Glittering Willow + Sky Blue	2	180
100 x 1.25"	Cakes	Splendid Silver Tail	20	2000
150 x 1.25"	Cakes	Peachblow w/Lemon Tail	2	300
36 x 2.5"	Cakes	Lemon Fushia Orange Silver Peony	2	72
3"	Aerial Shell		240	240
4"	Aerial Shell		189	189
5"	Aerial Shell		91	91
			MAIN BODY DEVICE TOTAL	**4,310**

FINALE

SHELL SIZ	DEVICE		QUANTIT	TOT
100 x 1.25"	Cakes	Assorted Chrys or Salute	6	600
50 x 2.0"	Cakes	Mixed Color Chrys	3	150
2.5	Aerial Shells		108	108
3"	Aerial Shells		360	360
			TOTAL FINALE DEVICES	**1,218**

TOTAL DEVICE COUNT - MAIN BODY AND FINALE	**5,528**

Fireworks 1.3 G Display
Largest Shell: 5

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Pyro Credentials

Insurance Coverage

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Britton-Gallagher and Associates, Inc.
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101
E-MAIL ADDRESS: info@brittongallagher.com

INSURED
Pyro Shows East Coast Inc.
PO Box 1776
Lafollette TN 37766

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : Axis Surplus Ins Company	26620
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1706175456 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [ ] LOC OTHER:			SIBML02352-211	10/1/2021	10/1/2022	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 500,000 MED EXP (Any one person) $ PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHED AUTOS X HIRED AUTOS X NON-OWNED AUTOS					10/1/2022	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			F-001-000698866-01	10/1/2021	10/1/2022	EACH OCCURRENCE $ 4,000,000 AGGREGATE $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS be						PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Excess Liability #2			SIBEX01600-211	10/1/2021	10/1/2022	Each Occ/ Aggregate $5,000,000 Total Limits $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Sample

CERTIFICATE HOLDER

Proof of Insurance Sample

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Pyro Credentials

Company State Licensing

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

Pyro Shows East Coast , Inc, a corporation duly organized under the laws of the state of Tennessee and issued a certificate of authority to transact business in South Carolina on September 22nd, 2021, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to S.C. Code Ann. §33-15-310, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 24th day of September, 2021.

Mark Hammond

Mark Hammond, Secretary of State

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Pyro Credentials

Company State Licensing

BCO1117966

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

Board of Pyrotechnic Safety

PYRO SHOWS EAST COAST INC

Wholesaler License

This is to certify that the above named person or entity is hereby licensed by the Board of Pyrotechnic Safety to practice in the license classification indicated above in the State of South Carolina as authorized by Chapter 56 of Title 40 of the South Carolina Code of Laws.

License # 240

Address of Facility:
4652 CATAWBA RIVER ROAD
CATAWBA SC 29704

Name of Owner: LANSDEN E HILL JR

Mailing Address of Owner:
4652 CATAWBA RIVER ROAD
CATAWBA SC, 29704

Effective Date: 11/30/2021
Expiration Date: 08/31/2022

Molly F. Price

Molly F. Price, Administrator

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.



JOHN F. KING
COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER

STATE OF GEORGIA
OFFICE OF
GEORGIA SAFETY FIRE COMMISSIONER

620 West Tower, 2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

License No. **PAF21-000029**

PROXIMATE AUDIENCE FIREWORKS AND/OR PYROTECHNICS DISPLAY

Pursuant to O.C.G.A. Title 25, Chapter 10, and the Rules and Regulations of the Safety Fire Commissioner, this license is issued for the purpose of conducting Proximate Audience Fireworks and/or Pyrotechnics Displays only for the following company and listed operators thereof:

Pyro Shows East Coast Inc.
PO Box 1776
La Follette, TN 37766

This license is revocable and may be suspended upon violation of any of the provisions of the Rules and Regulations promulgated thereunder.

Date Issued: Dec 10, 2021
Expiration Date: Dec 31, 2022

Regulatory Fee: $1,500.00

OPERATORS

By. _____
Safety Fire Commissioner/Designee

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Pyro Credentials

U.S. DOT

U.S. Department
of Transportation
**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590
October 8, 2021

In reply refer to:
USDOT Number: 3709087

JESSE DEAN SALVESON
PRESIDENT
PYRO SHOWS EAST COAST INC
PO BOX 1776
LA FOLLETTE, TN 37766-1776

TEMPORARY HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-3709087-SC-THMSP
Effective Date: October 8, 2021

Dear JESSE DEAN SALVESON :

This Temporary Hazardous Materials Safety Permit (THMSP) is verification of the motor carrier's temporary permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

The THMSP will be effective beginning October 8, 2021. It will be valid for 180 days after the effective date or until your company is assigned a Safety Rating, whichever occurs first (49 CFR 385.409), if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of the THMSP.

The Effective Date of this permit is: October 8, 2021.
The Expiration Date of this permit is: April 6, 2022.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this notice, please contact the FMCSA Hazardous Materials Division at 202-366-6121.

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Pyro Qualifications

Federal Explosives License/Permit 1-SC-091-51-4L-00270

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR [illegible]. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: 1-SC-091-51-4L-00270
Chief, Federal Explosives Licensing Center (FELC): Marvin Howard	Expiration Date: November 1,2024

Name
PYRO SHOWS EAST COAST INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
4652 CATAWBA RIVER ROAD
CATAWBA, SC 29704-

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature: [signature] — Position/Title: President

Printed Name: Jesse Sylveson — Date: 11-1-21

Mailing Address (Changes? Notify the FELC of any changes.)
PYRO SHOWS EAST COAST INC
PO BOX 1778
LA FOLLETTE, TN 37766-

Previous Edition is Obsolete [illegible] — ATF Form 5400.14/5400.15 Part 1 Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here

Federal Explosives License/Permit (FEL) Information Card
License/Permit Name: PYRO SHOWS EAST COAST INC
Business Name:
License/Permit Number: 1-SC-091-51-4L-00270
License/Permit Type: 51-IMPORTER OF EXPLOSIVES
Expiration: November 1,2024
Please Note: Not Valid for the Sale or Other Disposition of Explosives.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Pyro Qualifications

Federal Explosives License/Permit 1-SC-091-51-4L-00269

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.51. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: 1-SC-091-50-4L-00269
Chief, Federal Explosives Licensing Center (FELC)	Expiration Date: November 1,2024

Name
PYRO SHOWS EAST COAST INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
4652 CATAWBA RIVER ROAD
CATAWBA, SC 29704-

Type of License or Permit
50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature: [signature]
Position/Title: President
Printed Name: Jesse Sylvesen
Date: 11-1-21

Mailing Address (Changes? Notify the FELC of any changes.)
PYRO SHOWS EAST COAST INC
PO BOX 1778
LA FOLLETTE, TN 37766-

Previous Edition is Obsolete

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for the that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: PYRO SHOWS EAST COAST INC

Business Name:

License/Permit Number: 1-SC-091-50-4L-00269

License/Permit Type: 50-MANUFACTURER OF EXPLOSIVES

Expiration: November 1,2024

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Accounts Receivable Process

AP Process and Contract Procedures

Pyro Shows East Coast Accounts Receivable Process

Final invoice will be sent after successful show performance. Net 30 payment terms.

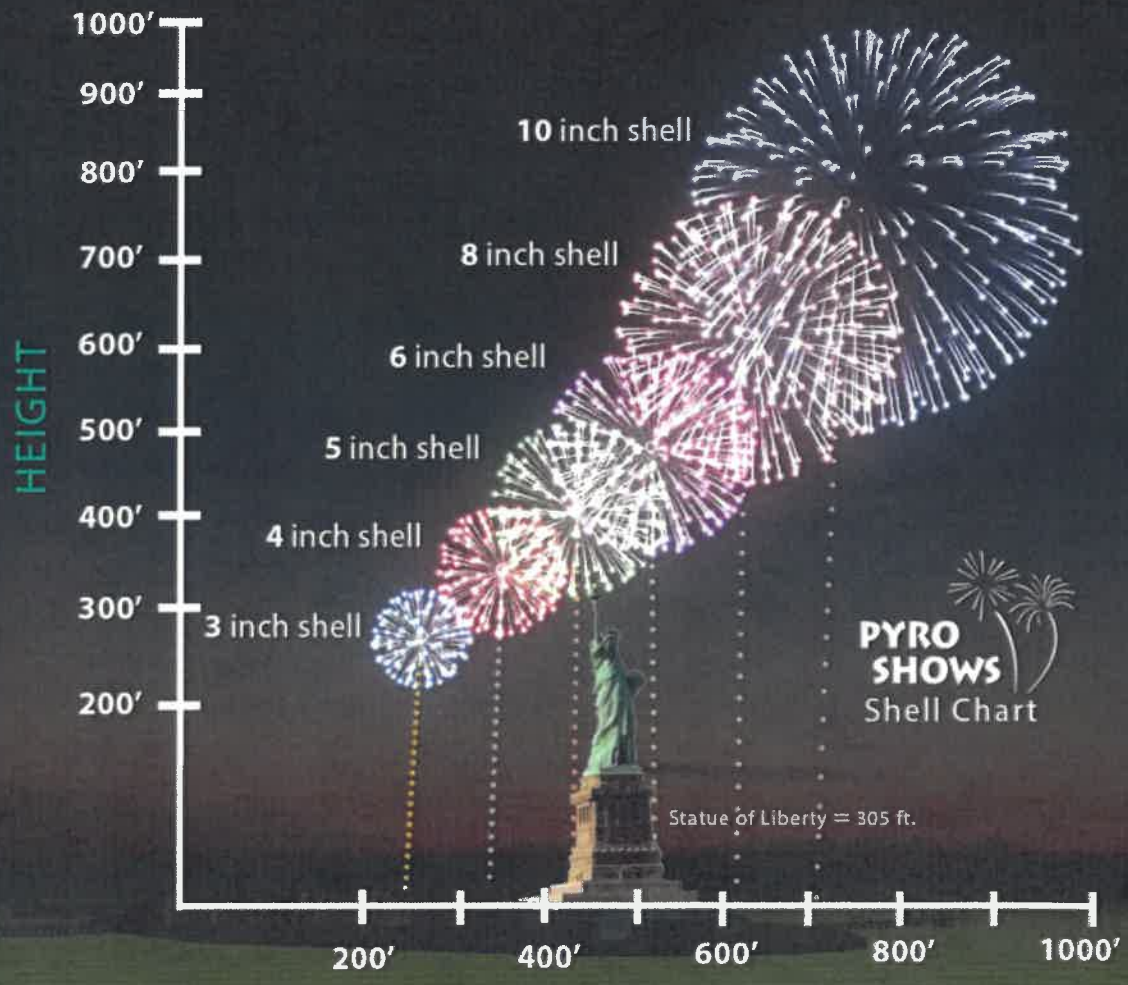
Required Contract Procedure

Pyro Shows provides a show contract for signature by customer. Customer shall review the terms, request any modifications in accordance to governing authorities and once both parties are in agreement, the contract shall be fully executed as an agreement to the terms and conditions of the show. Notarization of signatures is not required.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Fireworks 101

The bigger the boom, the bigger the break.



The higher a firework shell climbs in the sky and the bigger the burst is directly related to the shell diameter size. (That's pyrotech talk.)

Basically, a 10 inch shell goes 700 feet higher than a 3 inch shell which goes 300 feet high.

***Size of shell** = Climb Time and Size of "Break"*

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

PYROfessionals

We're good at what we do because we do what we LOVE.

At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional "dud", but what we **DO FOR YOU** if there is a "dud".



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.



Thank you for reviewing Pyro Shows East Coast response to Request for Quotes for Augusta, GA - Recreation and Parks Department.

We look forward to hearing from you and would be honored to work for you.

TRANSFORMING SPECIAL OCCASIONS INTO EPIC EVENTS

PYRO SHOWS EAST COAST

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com
INSURED Pyro Shows East Coast Inc. PO Box 1776 Lafollette TN 37766	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest Indemnity Insurance Co. — 10851 INSURER B : Everest Denali Insurance Company — 16044 INSURER C : Axis Surplus Ins Company — 26620 INSURER D : Accident Fund Ins. Co. INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 286584668 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			SI8ML02352-221	10/1/2022	10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			SI8CA00260-221	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P-001-000698866-02	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			ARP12004648000	10/1/2022	10/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Excess Liability #2			SI8EX01800-221	10/1/2022	10/1/2023	Each Occ/ Aggregate Total Limits	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Fireworks Display Date: July 4, 2023

Additional Insureds: 1) City of Augusta, Georgia 2) Richmond County

CERTIFICATE HOLDER

Augusta Parks and Recreation Department
2027 Lumpkin Road
Augusta GA 30911

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Commission Meeting

June 6, 2023

Parks & Recreation LWCF grant pre-application

Department:	Parks & Recreation
Presenter:	Maurice McDowell
Caption:	Motion to ratify a resolution for the pre-application for the Land and Water Conservation Fund (LWCF).
Background:	The Land and Water Conservation Fund grant is a federal grant supporting projects and developments that safeguard natural areas and increase recreational opportunities. Funding requires a 50 percent match and the maximum funding amount is $1M. In order to be considered for the grant application, a pre-application is required, indicating the local government's support.
Analysis:	The Parks and Recreation Department intends to participate in the pre-application process for the grant with a project at Diamond Lakes Regional Park. If approved and the Department is awarded the grant, Parks & Recreation will improve Diamond Lakes Regional Park and establish a multi-usage trail system through and around the park. The trail system can be utilized for walking, running, inline skating, and biking, with different levels of intensity and different lengths from 1 mile to 5 miles. The trail would connect the old raceway to the park system and lead past the lake areas and through other natural areas within the park.
Financial Impact:	The overall cost for the project is estimated at $1,000,000.00. Augusta's match would be approximately $500,000. The actual cost and the resulting 50 percent match will be determined during the pre-application. Funding is available through SPLOST 8 Park Improvement projects.
Alternatives:	1. Move to approve 2. Move to no action
Recommendation:	1. Move to approve
Funds are available in the following accounts:	JL 222068302 ($100,000), JL 222068303 ($100,000), JL 222068304 ($300,000), GL 330-06-1120
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

June 6, 2023

Federal Aviation Administration (FAA) Reimbursable Agreement to Upgrade Mark 1F Instrument Landing System

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Department: Augusta Regional Airport

Presenter: Herbert Judon

Caption: Motion to approve Runway 35 Special Authorization Category II (Low Visibility) Approach, Federal Aviation Administration (FAA) Reimbursable Agreement in the amount of $$1,306,593.64. Approved by the Augusta Aviation Commission on April 27, 2023.

Background: In 2022 Airport Staff requested guidance from the FAA to purchase ground based Navigational Aids (NAVAID's) improvements to our current Category I Instrument Landing System (ILS) for Runway 35. The overall project would transition the Category I Instrument Landing System to a Special Authorization (SA) Category II Instrument Landing System for Runway 35.

The operational benefit with a SA Category II ILS for Runway 35 will allow flight crews to fly the aircraft safely to a new lower Minimum Decent Altitude (MDA) when extreme/severe weather (i.e., fog) is present in the Airport Environment. Flight Crews have two (2) choices when they are unable to land due to severe reduced weather visibility. These include flying to their flight planned Alternate Airport or requesting that Air Traffic Control (ATC) give instructions to hold (i.e., holding patterns) at two (2) locations that are published on the Instrument approach plate for Runway 35.

The Reimbursable Agreement (Agreement) is a requirement by the FAA for AGS to achieve the goal of receiving a SA Category II ILS approach to Runway 35. The Agreement spells out the responsibility of both the Airport/Sponsor and the FAA. In the Agreement, the FAA estimated it would need payment from AGS in the amount of $1,306,593.64. This money would be used to purchase required new electronic FAA equipment, materials, reviewing engineering plans and specifications, construction observation of the contractor, certifying and publishing the new SA Category II ILS for AGS.

This Agreement does not include design, bidding services and construction services by our Consultant on behalf of the Sponsor. This Agreement will include materials, supplies, equipment and engineering and construction oversight services by the FAA associated with the SA CAT II upgrades on Runway 35.

Analysis:	This Reimbursable Agreement will purchase current NAVAID's equipment to Upgrade Mark 1F Instrument Landing System for Runway 35 project. The FAA titles this Agreement "Upgrade Mark 1F Instrument Landing System".
Financial Impact:	The Agreement will be funded via Airport Enterprise Funds. Construction is proposed to be funded via Airport Enterprise Funds in Fiscal year 2024.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on April 27, 2023.
Funds are available in the following accounts:	551081301-5412110
REVIEWED AND APPROVED BY:	N/A

Agreement Number
AJW-FN-ESA-22-SO-005136

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

AUGUSTA REGIONAL AIRPORT, AUGUSTA, GEORGIA

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

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

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

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **Augusta Regional Airport Authority.**

ARTICLE 2. Type of Agreement

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

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to provide FAA engineering design review and construction oversight for the Sponsor's effort to establish Special Authorization Category II Approach (SA CAT II) on Runway 35. This effort includes the sponsor's upgrade of the ILS system (Localizer and Glide Slope. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

"Upgrade Mark 1F Instrument Landing System (ILS) at Augusta Regional Airport"

B. The FAA will perform the following activities:

1. Provide all available site-specific facility reference drawings. Provide FAA Computer-Aided Engineering Graphic (CAEG) Drawing Standards package to assist design firms with standards compliance. This package will include example drawings (paper and electronic copies), map files, symbol libraries and related documentation.
2. Provide guidance, technical assistance and review the Sponsor's design drawings and specification for the following:
    a. The upgrade from a Mark 1F Hybrid to a 14-element ILS 420 Localizer and Glide Slope with Capture Effect.
3. Review Sponsor provided construction design packages, at the 60%, 90% and 100% levels of the project. At each review, the FAA shall have a maximum of 30 business days to provide feedback through written instructions, drawings and other communications regarding the sufficiency of the Sponsor's designs.
4. Provide a resident engineer (RE) and project engineer during construction. The RE will arrive on-site a week before the start of work (for security clearances and pre-construction meeting) and remain on FAA facilities until all construction punch-lists are cleared. The RE will have no contractual relationship with the Project Sponsor's contractor. The RE will submit weekly reports documenting construction progress and be responsible for promptly identifying pertinent issues (such as lack of progress, safety/quality problems, etc.) to the Project Sponsor.
5. Procure new dual element/dual frequency ILS system with capture effect (Thales ILS 420 system as specified) at sponsor expense.
6. Procure necessary spares, depot spares and test equipment for the ILS at sponsor expense
7. Conduct initial site survey to determine usability of existing equipment shelters. Procure GS and LOC equipment shelters per site survey determination at sponsor expense.
8. Perform all cable terminations, final installation and tune-up of ILS electronics.
9. Provide Installation Engineers and Technicians for final installation and tune-up of the ILS electronics equipment. The Installation Engineers/Technicians will be on-site from the start of the electronics installation until the facilities pass flight inspection. We estimate a duration of 45 consecutive calendar days for NAVAIDS Reimbursable Center Technicians.
10. Establish Remote Maintenance Monitoring to include telco.
11. Perform commissioning flight check(s) on all FAA equipment included in this agreement.
12. Coordinate lease modification requirements with the Sponsor for each facility.
13. Arrange for the shipment of the existing equipment to the FAA Depot in Oklahoma City, OK or other FAA location as needed.
14. Participate in the Contractor's Acceptance Inspection (CAI) with the local FAA representative and the Sponsor for the ILS.

15. Conduct a Joint Acceptance Inspection (JAI) with the local FAA representative and the Sponsor. A formal list of exceptions (as defined in FAA Order 6010.7A as conditions within the scope of the project that do not meet FAA standards of acceptability) will be given to the Project Sponsor within 15 calendar days of facility commissioning/restoration. Latent defects may be added to the list of exceptions through the formal process outlined in the JAI Order.

C. The Sponsor will perform the following activities:

1. Provide construction drawings and specifications that comply with the FAA CAEG Standards and current FAA design criteria. Provide CAD Files prior to construction and upon completion with as-built mark ups.
2. Develop construction design package for the replacement of the current ILS with the Thales ILS-420 system, glideslope and localizer, to include the foundation, cables and wiring, duct bank, conduits and grounding plan necessary to install the system. This may include modifications to the existing platform or foundation.
3. Submit design package for FAA approval. Five sets of drawings and specifications shall be provided for each review. The FAA shall have 30 days to provide comments for each submittal.
4. Provide a designated representative who will be available to the FAA during this project. This representative will be responsible for addressing FAA concerns to the Project Sponsor's contractor as well as assisting FAA in ensuring timely permit and airport coordination approvals.
5. Construct infrastructure to install new dual element/dual frequency ILS system with capture effect (Thales ILS 420 system as specified) according to FAA approved design specifications.
6. Notify the FAA Project Engineer, a minimum of 30 calendar days in advance of major project milestones. Major milestones shall include a Notice to Proceed, changes to the project schedule, facility outages and formal inspections. A project schedule must be presented to the FAA in advance of the Notice to Proceed for planning purposes.
7. Complete all necessary environmental plan approvals and obtain associated permits.
8. Obtain all necessary construction permits, easements and encroachment permits. This work includes meeting all airport security requirements, submitting Form 7460-1 (Notice of Proposed Construction or Alteration) and Form 7460-2 (Supplemental Notice).
9. Participate in CAI and final JAI with FAA representatives and correct construction exceptions as noted. If exceptions are not corrected within 45 calendar days, the FAA will clear remaining CAI/JAI exceptions and charge the cost to the Sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.
10. Provide 'as-built' drawings to the FAA in paper and electronic file transfer forms within 60 days of project completion.

11. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website. This form may also be used to notify the FAA of any changes to the project schedule.

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

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Eastern Service Area, Planning and Requirements Group, NAS Planning and Integration Office will provide administrative oversight of this Agreement. Timothy Arch is the Lead Planner and liaison with the Sponsor and can be reached at (404) 305-7181 or via email at timothy.arch@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes that affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA Eastern Service Area, NAVAIDS Engineering Center will perform the scope of work included in this Agreement. James Baldwin is the NAVAIDS Engineering Center Manager and liaison with the Sponsor and can be reached at (404) 305-7059 or via email at james.baldwin@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes that affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Brad Logan, who can be reached at (817) 222-1395 or via email at brad.logan@faa.gov.

B. Sponsor:

Herbert Judon Jr., AAE
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta GA 30906
706.798.3236

ARTICLE 5. Non-Interference with Operations

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

ARTICLE 6. Property Transfer

A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

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

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 Engineering	$ 30,352.00
WB4050 Construction	$ 54,240.00
WB4060 Site Preparation	$ 81,360.00
WB4070 JAI/Cx/Closeout	$ 39,120.00
Labor Subtotal	$ 205,072.00
Labor Overhead	$ 40,768.32
Total Labor	**$ 245,840.32**
Non-Labor	
WB4020 Engineering	$ 2,325.00
WB4050 Construction	$ 835,887.50
WB4060 Site Preparation	$ 103,683.50
WB4070 JAI/Cx/Closeout	$ 10,283.00
WB4080 Telecommunications	$30,000.00
Non-Labor Subtotal	$982,179.00
Non-Labor Overhead	$ 78,574.32
Total Non-Labor	**$ 1,060,753.32**
TOTAL ESTIMATED COST	**$ 1,306,593.64**

ARTICLE 8. Period of Agreement and Effective Date

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

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest-bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

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

FAA payment remittance address using USPS or overnight method is:

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

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

Herbert Judon Jr., AAE
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta GA 30906
706.798.3236

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

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

ARTICLE 10. Changes and Amendments

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

ARTICLE 11. Termination

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

ARTICLE 12. Order of Precedence

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

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

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

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

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

ARTICLE 17. Limitation of Liability

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

ARTICLE 18. Civil Rights Act

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

ARTICLE 19. Protection of Information

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

ARTICLE 20. Security

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

ARTICLE 21. RESERVED

ARTICLE 22. Entire Agreement

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

AGREED:

FEDERAL AVIATION ADMINISTRATION		**AUGUSTA REGIONAL AIRPORT**	
SIGNATURE	_____	SIGNATURE	_____
NAME	_____	NAME	_____
TITLE	Contracting Officer	TITLE	_____
DATE	_____	DATE	_____

U.S. Department Of Transportation
Federal Aviation Administration

Southwest Region
Logistics Service Area

Fort Worth, TX 76193

March 9, 2023

Herbert Judon Jr., AAE
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta GA 30906

Dear Mr. Judon,

This document is the payment computation and the request for payment referenced in Article 9 of Reimbursable Agreement #AJW-FN-ESA-22-SO-005136 between the Federal Aviation Administration and Augusta Regional Airport Authority. (Herein referred to as the Agreement) to which this document is attached.

As set forth in Article 7 of Reimbursable Agreement #AJW-FN-ESA-22-SO-005136 the agency's total estimated cost to be reimbursed is $1,306,593.64. The advance payment, or start-up amount will be $1,306,593.64. The Sponsor can either make payment via check (Type the MOA/RA number on the check to expedite processing.) or you can use Pay.Gov (Most Preferred Method). Attached to this document are the instructions on how to use pay.gov.

Upon receipt of this notice, please send payment or pay via Pay.Gov in the amount of $1,306,593.64. to the FAA as described in Article 9 of the Agreement. After payment is received, the FAA may begin to incur obligations to implement the Agreement. Please provide Mr. Brad Logan a copy of that check.

When you send your payment, please include a copy of this document and send payment to:

Billing Office/Fedex Address

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

For further information, please contact Mr. Brad Logan, Acquisition Management Branch, AAQ-570, 817-222-4395.

Sincerely,

Bradley K. Logan

Bradley K. Logan
Contracting Officer

Enclosure
Reimbursable Agreement #AJW-FN-ESA-22-SO-005136
cc: Planning and Requirements Group

U.S. Department Of Transportation
Federal Aviation Administration

Southwest Region
Logistics Service Area

Fort Worth, TX 76193

March 9, 2023

Herbert Judon Jr., AAE
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta GA 30906

Dear Mr. Judon,

This letter is in reference to Reimbursable Agreement #AJW-FN-ESA-22-SO-005136 between the Federal Aviation Administration and Augusta Regional Airport Authority. Please send one (1) signed copy via E:Mail and if you still require a wet signature, please send one (1) original to the following address:

Federal Aviation Administration
Attn: Brad Logan (AAQ-570)
10101 Hillwood Parkway
Fort Worth, Texas 76177

For further information, please contact Mr. Brad Logan, Acquisition Management Branch, AAQ-570, 817-222-4395.

Sincerely,

Bradley K. Logan

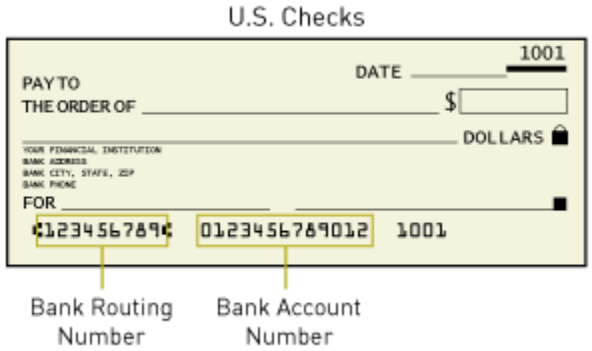
Bradley K. Logan
Contracting Officer

Enclosure
Reimbursable Agreement #AJW-FN-ESA-22-SO-005136
cc: Planning and Requirements Group

The FAA Reimbursable Program preferred method of payment is Pay.Gov

Pay.gov Facts

- Free of charge
- Secure processing
- Overnight post to Treasury
- Eliminates mailing costs
- Eliminates 5-7 working days of transit and processing to the FAA
- Forms of payments accepted:
  - Checks accepted – (see image below for check routing and account number information.)



  - Debit or Credit Cards accepted – Up to the daily limit
  - Bank Account (ACH) accepted
  - Amazon Account accepted

Non Federal Customers

Submitting Reimbursable Payment via pay.gov

Project sponsors can use the pay.gov system to submit payment for FAA reimbursable agreements

- The use of pay.gov is free of charge to the project sponsor/customer
- The project sponsor must still provide the fully executed agreement before funding can be obligated/used within the FAA
- Project sponsors can pay via check or credit card on the pay.gov system
- Credit card payments limit cardholder daily transaction limits set by their credit card bank
- Per type of credit card, the total allowed limitation is $24,999.00

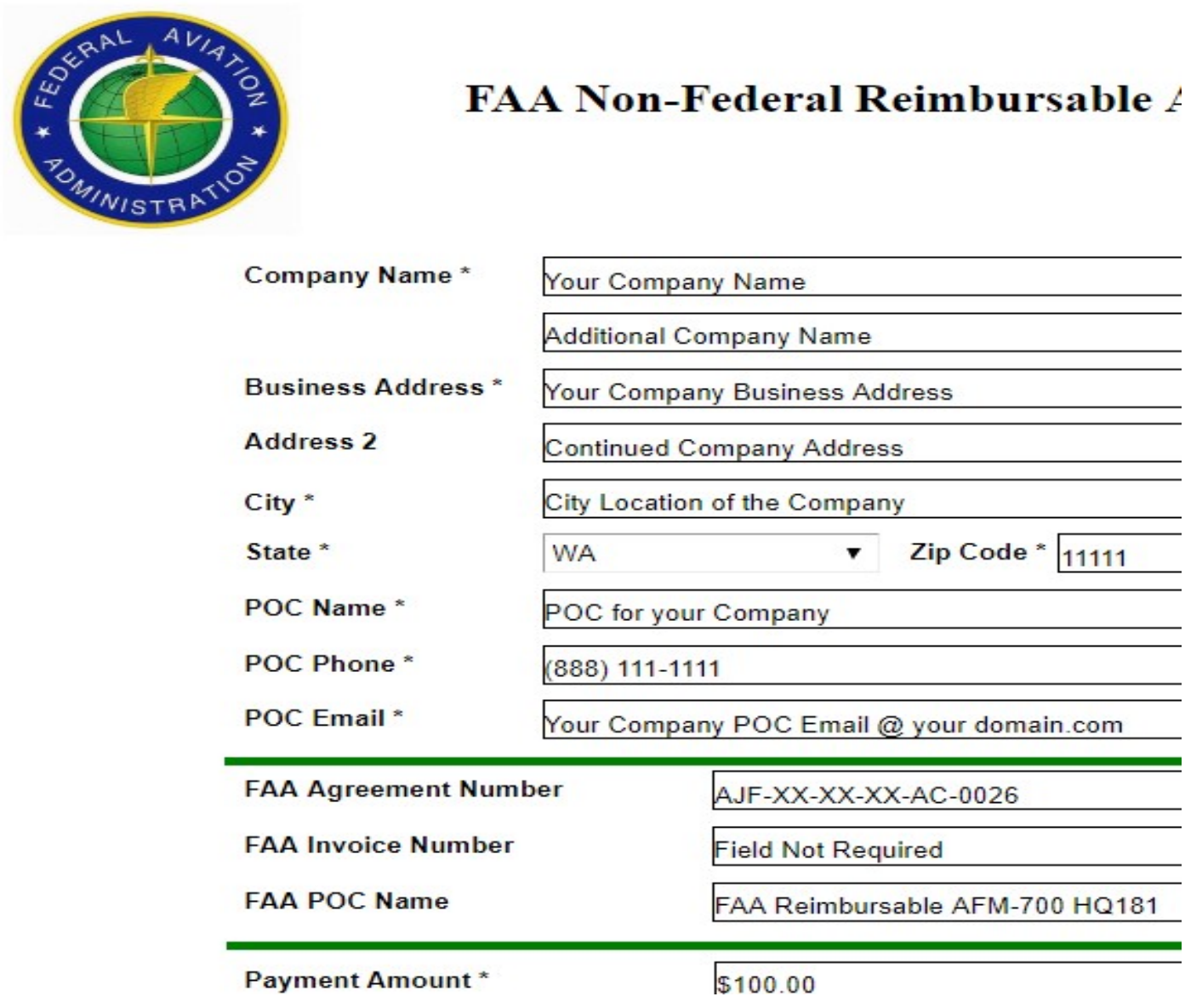
Basic Instructions for Using pay.gov

Step	Instructions
1. Find the Correct Agency Form	• Go to pay.gov website https://www.pay.gov/public/home • Use the Search box at the top of the home page to find "FAA Non-Federal Reimbursable Agreements" or select the link below https://www.pay.gov/public/form/start/30552300 • Click on "continue to the form"
2. Prepare	Prepare payment information by gathering information needed for payment • **FAA specific information:** Agreement Number, FAA POC "AFM-700 Reimbursable Project Team" • **Sponsor payment information:** checking or savings account number, the bank's routing transit number from a check or bank statement, credit card account number, expiration date and the security code from the back of the card
3. Complete the Agency Form	Complete the FAA Reimbursable Agreement Form • Required information is marked with an asterisk (*) • Make sure you have clicked all boxes
4. Enter Your Payment Information	Enter your payment information • Select your payment method (e.g., credit card or check) • Make sure you have checked all fields and clicked boxes • Enter Your Payment Account Information • Fill in the payment information. Make sure you type information in all the fields marked with an asterisk (*)
5. Review and Submit Your Payment	Make sure the payment information and amount is correct. • If you want to have a confirmation (receipt) emailed to you, click the box next to "I would like to receive an email confirmation of this transaction." Then type in your email address and confirm it • Click the box next to "I agree to the pay.gov authorization and disclosure statement." **You MUST check this box or the payment will not be accepted**
6. Save or Print Your Confirmation	Pay.gov recommends you print the confirmation shown at the end of a payment

Non Federal Customers

- **Information above the first line:** Required information from the person that is making the payment. If questions arise, we will contact the POC listed.
- **Information between the two lines:** Sponsor must enter the FAA Agreement Number in the appropriate field. The Invoice Number may be left blank or type N/A.
- **Information below the last line:** Includes the amount of payment and any other information that that would be helpful. **If the Agreement field does not allow the entire Agreement Number for FAA, please list it again in the payment description field.** Both fields in this section are required**.**

Screenshot of the Form in pay.gov



Commission Meeting

Meeting Date: June 6, 2023

AO DDS LOI

Department:	Administrator's Office
Presenter:	Takiyah A. Douse
Caption:	Motion to approve the Letter of Intent between Augusta, Georgia and Georgia State Properties Commission for property located at 3423 Mike Padgett Highway.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve the Letter of Intent between Augusta, Georgia and Georgia State Properties Commission for property located at 3423 Mike Padgett Highway.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

June 2, 2022

Augusta, Georgia Commission
Attn: Takiyah Douse, Interim Administrator
Phone: 706-821-2898
Email: TDouse@augustaga.gov

RE: Letter of Intent – Department of Driver Services
Lease #5052 – 3423 Mike Padgett Hwy. Augusta, Georgia 30906

Dear Ms. Douse:

Thank you for your efforts to date in proposing and providing information to State Properties Commission **("Tenant")** and Department of Driver Services **("Occupying Agency")** regarding the potential continued lease of the space at the above referenced address. Please review the following terms and conditions. Once fully executed, this letter will signal agreement to terms and conditions for a new lease agreement. This is a non-binding offer. **We request your response within ten (10) business days of the date of this letter.**

PROPOSED PREMISES INFORMATION

LANDLORD NAME AND MAILING ADDRESS	Augusta, Georgia Commission Attn: Takiyah Douse, Interim Administrator 535 Telfair St. Augusta, Georgia 30901
PREMISES ADDRESS / SUITE:	3423 Mike Padgett Hwy. Augusta, Georgia 30906 Entire Building The Premises is shown in the plan attached as Exhibit A
PREMISES SIZE:	4,171 Rentable Square Feet (RSF)

PROPOSED LEASE TERMS

COMMENCEMENT DATE:	To be determined
TERM:	The Term of the lease shall be 10 years.
RENEWAL OPTIONS:	Tenant shall have 10 options to renew the Term of the Lease, each option being for a period of 1 year.

<table>
<tr><td>RENTAL RATE:</td><td>The following Rental Rate schedule outlines the Modified Gross rate that the Landlord is proposing to Tenant for the Term.

<table><tr><th>FISCAL YEAR(S)</th><th>PERIOD</th><th>ANNUAL RENT</th></tr><tr><td>2023 - 2033</td><td>7/1/22 – 6/30/33</td><td>$1.00</td></tr></table></td></tr>
<tr><td>RENEWAL OPTIONS RENTAL RATE:</td><td><table><tr><th>FISCAL YEAR</th><th>PERIOD</th><th>ANNUAL RENT</th></tr><tr><td>2034</td><td>7/1/33- 6/30/34</td><td>$1.00</td></tr><tr><td>2035</td><td>7/1/34- 6/30/35</td><td>$1.00</td></tr><tr><td>2036</td><td>7/1/35- 6/30/36</td><td>$1.00</td></tr><tr><td>2037</td><td>7/1/36- 6/30/37</td><td>$1.00</td></tr><tr><td>2038</td><td>7/1/37- 6/30/38</td><td>$1.00</td></tr><tr><td>2039</td><td>7/1/38- 6/30/39</td><td>$1.00</td></tr><tr><td>2040</td><td>7/1/39- 6/30/40</td><td>$1.00</td></tr><tr><td>2041</td><td>7/1/40- 6/30/41</td><td>$1.00</td></tr><tr><td>2042</td><td>7/1/41 – 6/30/42</td><td>$1.00</td></tr><tr><td>2043</td><td>7/1/42 – 6/30/43</td><td>$1.00</td></tr></table></td></tr>
<tr><td>OPERATING EXPENSES:</td><td>Landlord shall be responsible for all facility maintenance related expenses for the Term including any renewals.</td></tr>
<tr><td>UTILITIES:</td><td>Tenant shall maintain accounts in its name for any utility used by Tenant to service the Premises including electricity, gas, water, sewer, data/internet, and telephone and shall pay for these utilities directly to the appropriate utility service provider.</td></tr>
<tr><td>JANITORIAL:</td><td>Tenant shall furnish and pay for all janitorial services for the Premises.</td></tr>
<tr><td>PARKING:</td><td>All parking spaces shall be free of charge throughout the Term and any renewal options exercised by the Tenant. The Parking lot is located outside of the building.</td></tr>
<tr><td>GROUNDS MAINTENANCE:</td><td>Tenant shall be responsible to keep the premises and the yard / grounds thereof in a clean and sanitary condition and shall immediately pick up or remove any pet waste, garbage or other debris left or deposited onto the premise or grounds thereof. Tenant shall, at tenant's</td></tr>
</table>

	expense, maintain the premise by cutting, maintaining the premise by watering, weeding and overall conditioning of the lawn, shrubs, trees and landscaping.

OTHER BUSINESS TERMS

OBLIGATION TO OPERATE, REPAIR & MAINTAIN:	Landlord will be responsible for all building and property operations, interior and exterior repairs, and maintenance of the Premises at no additional charge to Tenant. This shall not include any repairs to the tenants furniture or millwork installations.
SIGNAGE RIGHTS:	Should Tenant require a signage change in, on, or around the building during the term of the lease, Tenant, , shall be permitted to update signage. All signage shall be subject to local ordinances and all government or association approvals. All signage will be erected and installed at the tenants expense.The Landlord shall be responsible for all ADA signage.

TENANT IMPROVEMENTS

OTHER LEGAL TERMS

AT-WILL PERIOD:	Landlord and Tenant hereby acknowledge and agree that during the time period from June 30, 2021 through the Commencement Date of this agreement (the "At-Will Period"): 1. Tenant's Subtenant or the state entity occupying the Premises (the "Occupying Agency") continually occupied the Premises. 2. The Occupying Agency continued to pay Rent to Landlord for the Premises. 3. Landlord continued to accept Rent from the Occupying Agency. 4. No additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period.

If the foregoing offer is acceptable to Landlord and Landlord agrees to undertake good faith negotiations with Tenant in order to finalize a Lease Document embodying the terms set forth above, please execute this letter where indicated below and return a copy to our office (via email) by the time and date referenced in the opening paragraph. If you have any questions or would like to discuss, please call.

Jessica Holliman
State Properties Commission
270 Washington Street SW, Suite 2-129
Atlanta, Georgia
Jessica.holliman@spc.ga.gov
404-405-6848

AGREED AND ACCEPTED THIS ____ DAY OF _____, 2023.

Landlord: RICHMOND COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

(print name)

Its: _____

AGREED AND ACCEPTED THIS ____ DAY OF _____, 2023.

Occupying Agency: DEPARTMENT OF DRIVER SERVICES

By: Spencer R. Moore 9/10/23

Name: Spencer R. Moore

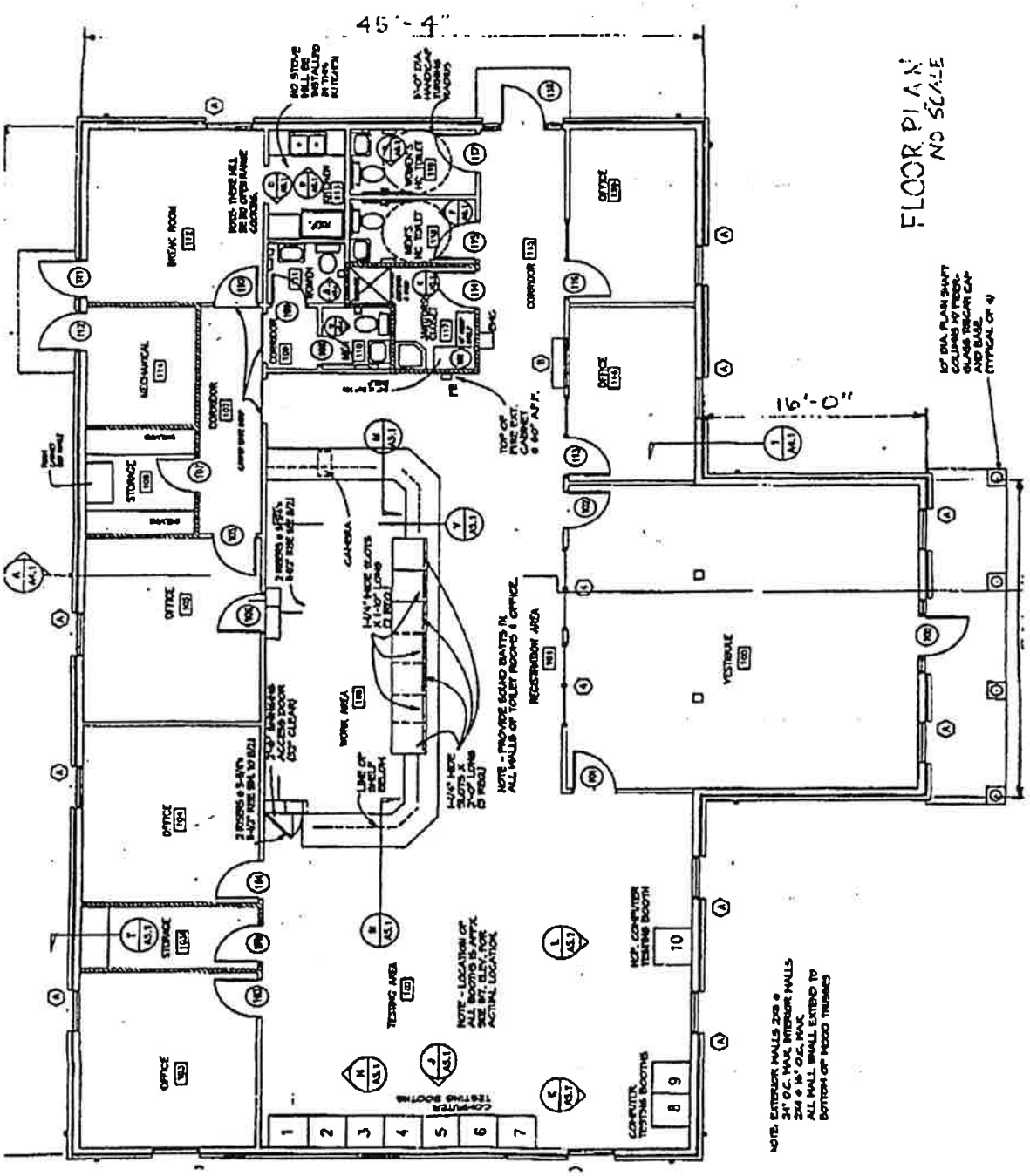
(print name)

Its: Commissioner

By signing, the Occupying Agency approves this Letter of Intent as to content including monetary obligations that will be incurred by the Occupying Agency subsequent to the execution of the lease by the State Properties Commission and the Landlord, and upon assignment of the Premises to such Occupying Agency by the State Properties Commission.

Exhibit A

Floor plan / description of Premises



Department of Driver Services-5052
3423 Mike Padgett Hwy. Augusta, Georgia 30906

Commission Meeting

Meeting Date: June 6, 2023

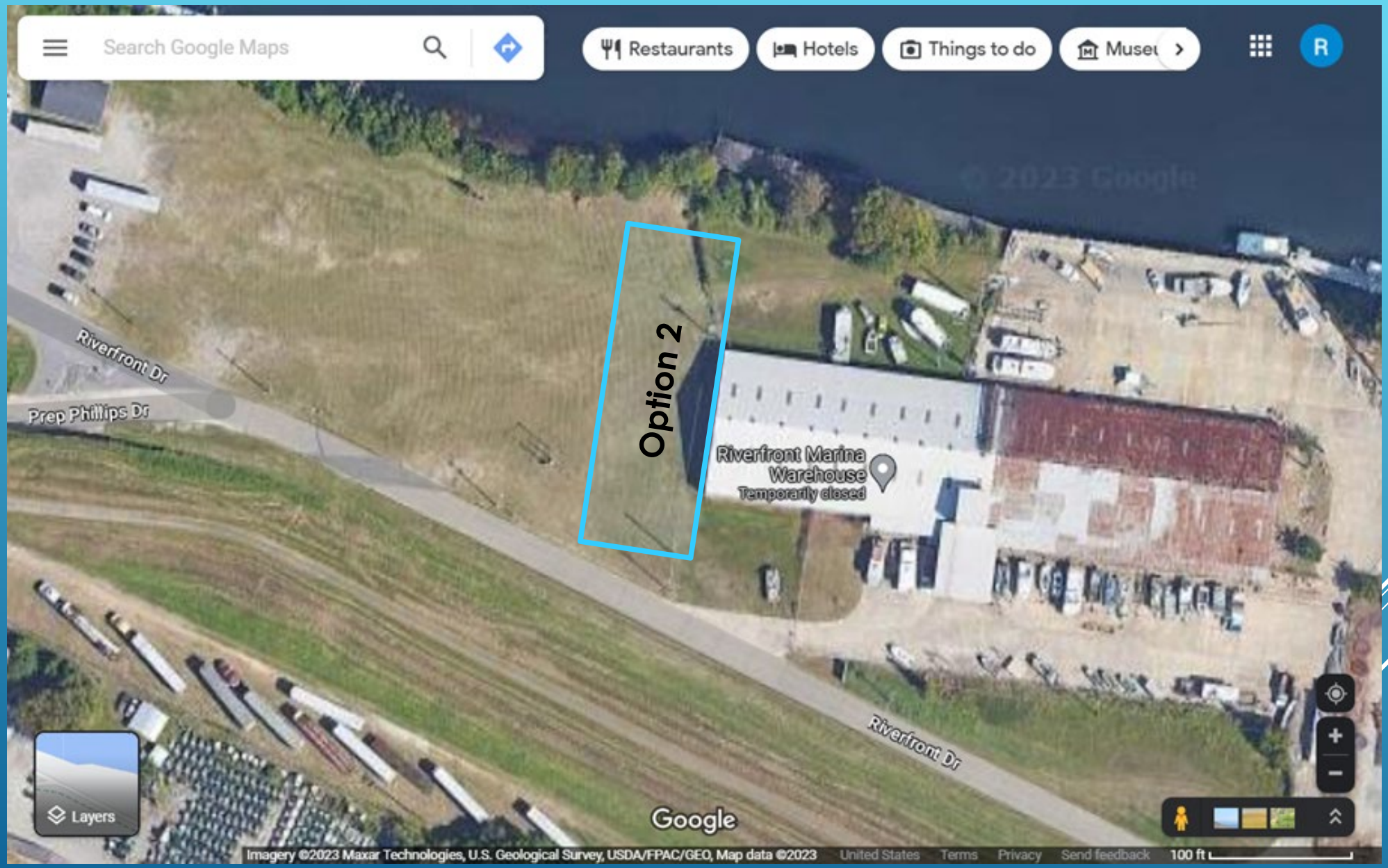
CSD Rowing Club Update

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Receive as information an update on the Rowing Club needs and approve additional time for Central Services to return with required specifications and needed funding recommendations.
Background:	Augusta Staff under the direction of Commissioner Sean Frantom met with representatives of the Rowing Club to strategize logistical options for equipment storage and event staging. These activities are critical to maintaining core operations of the Rowing Club. This meeting was to discuss options presented by the rowing club. In the meeting the rowing club presented two options. Option #1 was to relocate them to 330 Prep Phillips Drive a city owned property and Option #2 which we determine as the primary option is using space adjacent to the existing warehouse to erect a modular building. With Option #2 being the primary option coming out of the meeting Central Services staff have begun to gather necessary information as to what it would take to put a building on this site. We reached out to the Planning and Development building inspection section to gather needed information as it relates to permitting and construction specifications. Once we have all the needed specifications, we can then proceed with getting the necessary cost estimates.
Analysis:	Central Services requests additional time to gather all needed information as it relates to the specifications.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Receive as information an update on the Rowing Club needs and approve additional time for Central Services to return with required specifications and needed funding recommendations.
Funds are available in the following accounts:	N/A

REVIEWED AND APPROVED BY: N/A

FACILITY NEEDS

- The footprint minimum is 12,150 square feet – this is similar to the space the rowing club currently uses between upstairs and downstairs
- Minimum surface area of 60' x 90' for rowing shells (5,400 square feet)
- Meeting room with a surface area of 30' x 45' (1,350 square feet)
- Office with a surface area of 15' x 15' (225 square feet)
- Workshop with a surface area of 30' x 60' (1,800 square feet)
- Fitness Rooms with a surface area of 45' x 75' (3,375 square feet)
- Two bay/garage doors on one end of facility for removing and replacing shells. Garage door large enough to drive a truck or trailer into
- One garage door on opposite end of facility for access to workshop
- Dock Needs: Moving of docks for easy access to new location option


Search Google Maps
Restaurants
Hotels
Things to do
Museu
R
Riverfront Dr
Prep Phillips Dr
Option 2
Riverfront Marina
Warehouse
Temporarily closed
Riverfront Dr
Layers
Google
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United States
Terms
Privacy
Send feedback
100 ft

Commission Meeting

Meeting Date: June 6, 2023

CSD Christmas Lights 2023 Sole Source

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Approve the attached sole source procurement from Downtown Decorations, Inc in the amount of $99,876.00 for downtown area Christmas décor.
Background:	During the years 2021 and 2022, Central Services has upgraded the Christmas lights on several of our city streets. Previous Christmas decorations were over 12 years old, rusted, heavy and broken in several places. To proceed upgrading other areas in the downtown location, we would like to implement phase three. This phase will include Reynolds Street and Laney Walker Boulevard. Central Services would like to proceed with Downtown Decorations, Inc. as they are the original supplier of our current Christmas decorations and upgraded decorations from 2021 & 2022.
Analysis:	Central Services proposes phase three replacement to our downtown Christmas decorations, to include completing Laney Walker Boulevard and Reynolds Street.
Financial Impact:	$99,876.00; Capital 272-01-6210 / 54.12110
Alternatives:	A – Approve the sole source procurement B – Do not approve the sole source procurement
Recommendation:	Approve the attached sole source procurement from Downtown Decorations, Inc in the amount of $99,876.00 for downtown area Christmas décor.
Funds are available in the following accounts:	Capital 272-01-6210 / 54.12110
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Central Services Department

Ron Lampkin, Interim Director
Scarlet Green, Business Analyst
2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

MEMORANDUM

'23MAY19 11:51AM

TO: **Geri Sams, Director, Procurement Department**

FROM: **Ron Lampkin, Interim Director, Central Services Department**

DATE: **May 18, 2023**

RE: **Sole Source Memo – Christmas Decorations**

In accordance with Sec. 1-10-56 of the Procurement Policies and Procedures Manual, we are seeking approval to proceed with a sole source procurement for phase three of the downtown Christmas decorations.

In 2022, we upgraded the lights on the 13th street bridge, Laney Walker Blvd., and the center of Broad Street (James Brown Statue and Green Area). To proceed with upgrading other areas in the downtown area, Central Services would like to implement phase three of Christmas decorations. Phase three will provide 130 Custom Red Siret Pole Decorations on Reynolds Street, which will match existing pole decorations that are located on Laney Walker.

Central Services would like to proceed with Downtown Decorations, Inc as they are the original supplier of our current Christmas decorations and the upgraded decorations from 2021 and 2022.

Please process a purchase order for Downtown Decorations, Inc. in the amount of $99,876.00 for the Christmas lights in the downtown area.

Your assistance with this procurement is appreciated. Feel free to reach out to me with any questions or concerns.

CONCURENCE:	**Concur**	**Reject**	**Date**
Director of Central Services	RL		5/19/23
Director of Finance			

ACTION BY ADMINISTRATOR:

Approved: _____ Rejected: _____

Date: _____

Requires Commission Approval

Print Form

Augusta GEORGIA

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

Vendor: Downtown Decorations **E-Verify Number:** EXEMPT

Commodity: Phase Three Christmas Decorations

Estimated annual expenditure for the above commodity or service: $ 99,876.00

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.)

X 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: Scarlet Green Department: Central Services Date: 05/18/23

Department Head Signature: _____ Date: 5/18/23

Approval Authority: _____ Date: 5/30/2023

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS: Requires Commission Approval

Rev. 09/10/12

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: 272016210/54.12110
DEPARTMENT HEAD:

REQUISITION:
REQUISITION DATE: 05/18/2023
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

	NAME OF BIDDER	NAME OF BIDDER	NAME OF BIDDER
VENDOR	Downtown Decorations		
PHONE NUMBER	(877) 369-6332		
QUOTED BY	Ted Peterson		

ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	PHASE THREE OF THE DOWNTOWN CHRISTMAS DECORATIONS - 130 CUSTOM RED SIRET POLE DECORATIONS	1	$99,876.00	$99,876.00				
2								
3								
4								
5								
6	***Sole Source**							
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
TOTAL BID			**$ 99,876.00**					
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

Proposal

This custom pole decoration will match your existing pole decorations that are located on Laney Walker. This decoration will be have an aluminum frame (lighter and will not rust), it will be lit with commercial grade LED's and the UV acrylic panels will be red/white. Included will be all of the mounting hardware and banding. We will powder coat both the bracket and banding black to blend in with your lighting poles.

(130) Custom Red Siret Pole Decorations
Each: $ 815.72
Extended: $106,043.60
Shipping: $ 4,289.30
Total: $ 110,332.90

Negotiated price: $ 99,876.00

STREET	From	To	4 head	(medium) 4 head	cobra	(medium) dbl. cobra	single head period	dbl. head period	Past Purchases to the right	Astor	Gabriella	lulu	Strat B/W	Strect r/w	location
Broadway	highway	5th					8			45					Broadway-13th-park-JB park
Broadway medium	highway	5th				5					45				Broadway-13th-park-JB park
Broadway	5th	6th		5											
Broadway medium	5th	6th				7							46	44	Laney Walker
Broadway	Monument	6th	6	3							44				Broadway-13th-park-JB park
Broadway	6th	7th			8							9			Broadway-13th-park-JB park
Broadway	7th	8th			10										
Confed. Park	7th	8th													
Broadway	8th	9th			10										
JB Park	8th	9th													
Augusta Park	8th	9th					49								
broadway medium	10th	james brown blvd													
Broadway	9th	10th			10										
Broadway	10th	11th			6										
Broadway	11th	12th			8										
Broadway	12th	13th			12										
Laney-Walker	13th	12th						66							
Laney-Walker	12th	11th						19							
Laney-Walker	11th	James Brown						31							
Laney-Walker	James Brown	Twiggs						45							
Laney-Walker	Twiggs	Underpass						6							
Laquona Count								150							
13th st	broadway	Jones			2										
13th st	Jones	Reynolds			2										
13th st	Reynolds	Bridge			4										
13th st	Bridge	clubhouse			4										
Laquona ct					15										
Reynolds	13th	12th						26							
Reynolds	12th	11th						16							
Reynolds	11th	10th						11							
Reynolds	10th	JB						23							
Reynolds	JB	8th						18							
Reynolds	8th	7th						17							
Reynolds	7th	6th						17							
Reynolds	6th	5th						26							
Reynolds	5th	Bay						4							
Subtoal for Reynolds								158							
TOTAL			6	8	79	27	57	308							

Red denotes prior purchases
Black shows actual count of poles

Commission Meeting

Meeting Date: 06/06/2023

AO Extending the Common Grant

Department: Office of the Administrator

Presenter: Daniel Evans

Caption: Motion to approve acceptance of grant award from the Governor's Office's *Improving Neighborhood Outcomes in Disproportionally Impacted Communities* grant program for the *Extending the Common: Bridging Recreation and Commerce in Downtown Augusta* project.

Background: In response to the growing need for recreation opportunities for underserved portions of communities across Georgia, the Governor's Office of Planning and Budget made grant funds available to local municipalities through the *Improving Neighborhood Outcomes in Disproportionally Impacted Communities* program. This program is designed to fund investments in neighborhood features, including parks, recreation facilities, sidewalks, and healthy food access, so residents can work to improve physical and mental health outcomes.

Award announcements for the *Improving Neighborhood Outcomes in Disproportionately Impacted Communities* grant program were made on 5/18/23 and Augusta was selected as an Awardee for multiple grant projects, including the *Extending the Common: Bridging Recreation and Commerce in Downtown Augusta* project. The *Extending the Common* project was awarded $1,776,336 to support this development.

This project includes improvements to a central connector in the downtown Augusta community. The intent is to enhance the functionality of this section of Jones Street and Jones Street Alley while creating an extension of the Augusta Common and linkage from the Common to the Convention Center.

The Jones Street improvements will allow for optimized functions at the Augusta Convention Center and surrounding retail, restaurants, and hotels through the improved access options. They will enhance the State transportation project updates along James Brown Boulevard and provide a more cohesive linkage to the refreshed finish of the surrounding buildings.

Analysis: Acceptance of these Grant Funds from the Governor's Office will allow Augusta to enhance the economic viability of the Downtown Central

	Business District and improve the quality of life and economic opportu[illegible] for residents and visitors to Augusta, Georgia.
Financial Impact:	The Grant Funds require an In-Kind Match from Augusta, Georgia in the amount of $394,288 ($80,288 in Construction Management and $314,000 in private investment). Funds are available to satisfy this In-Kind Match Requirement through Augusta, Georgia and private partners.
Alternatives:	Do not approve receipt of these Grant Funds from the Governor's Office to enhance the economic viability of the Downtown Central Business District and improve the quality of life for residents and visitors to Augusta, Georgia.
Recommendation:	Approve acceptance of grant award from the Governor's Office *Improving Neighborhood Outcomes in Disproportionally Impacted Communities* grant program for the *Extending the Common: Bridging Recreation and Commerce in Downtown Augusta*
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

June 6, 2023

2023-Engineering-Traffic Digger Truck

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of one 2023 Digger Derrick truck, at a total cost of $319,000 from Altec of Birmingham, AL (Bid #22-266) for the Engineering Department – Traffic Engineering Division.
Background:	The Engineering Department – Traffic Engineering Division is requesting to purchase this truck as a replacement for Asset # 974044. The current digger truck is 20 years old and cannot perform all necessary task due to the weight constraints of the machine.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for Digger Derrick Truck. Invitations to bid were sent to 7 vendors and only 3 responsive bids were received. Versalift Southeast of Graham, NC was the lowest compliant vendor, but the weight capacity of the equipment was not feasible for the department needs. The second compliant vendor, Altec of Birmingham, AL met all the necessary specifications for the desired equipment and the needed weight capacity. Bid 22-266: Digger Derrick Truck: 2027 Altec DH50H – Altec: $319,000 (Birmingham, AL)
Financial Impact:	$279,000 using Fleet Capital #272-01-6440/54-21110 $50,000 using SPLOST VII #329-04-1710/217-82-9907/54-21110
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one 2023 Digger Derrick truck, at a total cost of $319,000 from Altec of Birmingham, AL (Bid #22-266) for the Engineering Department – Traffic Engineering Division.
Funds are available in the following accounts:	$279,000 using Fleet Capital #272-01-6440/54-21110 $50,000 using SPLOST VII #329-04-1710/217-82-9907/54-21110
REVIEWED AND APPROVED BY:	N/A

Invitation to Bid

Sealed bids will be received at this office until **Monday, July 18, 2022 @ 11:00 a.m.** via ZOOM **Meeting ID: 878 4644 3889; Passcode: 684791** for furnishing:

Bid Item #22-266 Truck, Digger Derrick for Augusta, GA – Central Service Department – Fleet Management

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422).**

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, July 1, 2022 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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.

***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 waiveable 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.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle June 9, 16, 23, 30, 2022
Metro Courier June 9, 2022

Bid Opening Item #22-266 Digger Derrick Truck
for Augusta, Georgia- Central Services Department-
Fleet Management Division
Bid Due: Monday, July 25, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 7
Total Number Specifications Download (Demandstar): 5
Total Electronic Notifications (Demandstar): 39
Mandatory Pre-Bid/Telephone Conference: NA
Total packages submitted: 3
Total Non-Compliant: 0

VENDORS	Altec 33 Inverness Center Dr., Suite 110 Birmingham, AL 35242	Versalift Southeast 614 East Hanover Rd. Graham, NC 27253	Ring Power Corporation 5397 Jonesboro Rd. Union City, GA 30291
Attachment B	Yes	Yes	Yes
E-Verify Number	65719/644190	1428107	590934246
Addendum 1	Yes	Yes	Yes
SAVE Form	Yes	Yes	Yes
5.0 Chassis Requirements:			
5.0 Total Bidders Price	$312,621.00	$288,016.00	$376,805.00
13.0 Additional Requested Items:			
13.01 Safety Cones	$67.00	$80.00	$172.00
13.02 Training	$4,077.00	Included	Included
13.03 Keys	$45.00	$300.00	$47.00
13.04 Heavy Duty Floor Mats	$325.00	$168.00	$232.00
2023/2024 Digger Derrick Truck:			
Year	2027	2023	2023
Make	Altec	Versalift	Terex
Model	DH50H	TMD - 2050T	C4047 Digger Derrick
Bid Price	$312,621.00	$288,016.00	$377,256.00
Approximate Delivery Time	2026-2027	410 Days ARO	540 Days ARO

Augusta GEORGIA

Central Services Department

Ron Lampkin, Interim Director
Laquona C. Sanderson, Interim Fleet Manager

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

'22 SEP 14 12:05PM

MEMORANDUM

TO: **Geri Sams, Director, Procurement Department**

THROUGH: **Ron Lampkin, Interim Director, Central Services Department**

FROM: **Laquona C. Sanderson, Fleet Manager, Central Services Department, Fleet Management Division**

DATE: **September 7, 2022**

SUBJECT: **Recommendation for Bid #22-266 – Digger Derrick Truck**

Fleet Management would like to recommend the award of bid # 22-266, to Versalift Southeast of Graham, NC. The vendor's submission met the requirements of the bid, provided all the accessories/options requested, and was the lowest price bid offered.

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or if you have any questions regarding this recommendation, please contact the Fleet Management Office at 706-821-2892.

LCS/kb

OFFICIAL

Augusta GEORGIA

Bid Opening Item #22-266 Digger Derrick Truck for Augusta, Georgia- Central Services Department- Fleet Management Division
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Augusta GEORGIA

Central Services Department

Ron Lampkin, Interim Director
Laquona C. Sanderson, Fleet Manager

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

MEMORANDUM

TO: **Geri Sams, Director, Procurement Department**

APR 28 AM 7:19

FROM: **Ron Lampkin, Interim Director, Central Services Department**

DATE: **April 26, 2023**

SUBJECT: **Over-Budget Justification (2) for Bid #22-266 –Digger Derrick Truck**

On October 24, 2022, Fleet Management submitted an Over-Budget and Recommendation memo for bid #22-266, Digger Derrick Truck.

During this period, the user department verified multiple funding sources which included 2023 Capital Outlay that was allocated March 2023 and Altec Industries contacted Fleet Management to provide the manufacture price increase. The price increased by $6,379 with the total purchase of $319,000.00. The user department has accepted the price increase and Fleet Management recommends the purchase of this asset from Altec Industries.

Funding is available in the following accounts:

- Fleet Capital Outlay (Acct #272-01-6440/54-21110) - $250,000
- Engineering SPLOST 7 (Acct #329-04-1710/27-829-907/54-21110) - $50,000
- Engineering Traffic (Acct #101-04-1710/53-11410) - $9,500
- Engineering Traffic (Acct #101-04-1710/55-12110) - $9,500

Fleet Management is requesting to move forward with the price increase. Please send notification when all necessary documents have been received and the agenda can be entered.

If you need further information or if you have any questions regarding this justification, please contact the Fleet Management Office at 706-821-2892.

LCS/kb

5/1/23

Augusta GEORGIA

ENGINEERING DEPARTMENT

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

MEMORANDUM

To: Laquona Sanderson

From: John Ussery, PE, Assistant Director of Traffic, AE&SWD

Date: December 19, 2022

Subject: Justification for Digger Truck Replacement, Bid #22-266

As requested, here is the justification for the replacement of the Digger Truck, Bid #22-266, even though it may not score well on the standard replacement evaluation matrix.

First, the age of the vehicle. The current digger truck used by Traffic Engineering is over 20 years old. Due to the age of vehicle, our ability to find repair and replacement parts is becoming more and more difficult. Not only for the engine and normal vehicle parts, but also the extensive hydraulic system installed on the truck. The hydraulic hoses, fittings, valves, etc. are cracking or wearing out due to the age of the vehicle and often fail unexpectedly. This vehicle also has several unique parts, such as a claw to grasp the poles, that could not be replaced if damaged.

Second, there are not a lot of miles on the odometer, but the truck has a lot of hours of wear and tear. This digger truck is used to set or move large poles. When a pole is set, it can be hours of work. The only milage that typically would be recorded on the odometer would be the drive from the yard to the site and back. What is not accounted for is the hours of idling while the vehicle is in use. The power and hydraulic systems needed to do the work only function when the vehicle is running. For example, last week, a car hit a concrete pole at the intersection of Gordon Hwy and Highland Ave. and damaged the pole. He car hit the pole at 2AM. It took 6 hours of work to remove the old pole and install a temporary wooden pole. The digger truck was running that entire time to complete this job.

Third, the weight of the poles we use has increased in the 20 years since this truck was purchased. In the past, mostly wooden poles were used for span wire traffic signals. About 10 years ago, GDOT moved the standard to concrete poles. Those poles are safer, last longer, and less prone to damage; but they are also heavier and harder to set. Our current digger truck will lift approximately 12,000 pounds. This weight capacity is not enough to handle some of the larger concrete poles that we are required to work with. Not only does the digger truck need to lift and set concrete poles, but the truck crane needs to be able to manage the pole in the air to load and unload materials from flatbed trucks and trailers. This type of aerial movement places extra strain on the crane and hydraulic system, which is why a vehicle with a higher load rating is needed.

As shown in the paragraphs above, our current digger truck needs replacement. It is near the end of its serviceable life, and no longer capable of preforming many of its essential functions needed by the department. For these reasons, I request that we move forward with replacing the current digger truck with a new one from Bid #22-266.

Please contact John Ussery from the Traffic Engineering Division of the Augusta Engineering & Solid Waste Department at (706) 821-1710 or jussery@augustaga.gov with any questions.

Altec

Quote Number: 1216727 - 3
Altec, Inc.

April 20, 2023
Our 94th Year

Ship To:
CITY OF AUGUSTA
AUGUSTA FLEET MGT
1568C BROAD ST
AUGUSTA, GA 30904
US

Bill To:
CITY OF AUGUSTA
1501 AVIATION WAY
BUSHFIELD AIRPORT
AUGUSTA, GA 30901
United States

Attn:
Phone:
Email:

Altec Quotation Number: 1216727 - 3
Account Manager: Charles Conrad Martin
Technical Sales Rep: David Paige

Item	Description	Qty	Price
	Unit		
1.	ALTEC Model DH50H Hydraulic Derrick, built in accordance with Altec standard specifications and to include the following features:	1	

A. Maximum Sheave Height: 50.6 ft
B. Maximum Horizontal Reach: 41.0 ft
C. Maximum Digging Radius: 29.0 ft
D. Articulation: From 80 degrees above horizontal to 20 degrees below horizontal
E. Winch: 15,000 pound bare drum capacity turntable winch with 8.625 diameter drum to comply with ANSI 10.31 Section 4.10.4 for synthetic rope or 15,000 pound bare drum capacity boom tip winch. High torque hydraulic motor drives a self-locking worm gear winch. Counterbalance valves on motor provide reliable load holding
F. Insulated: 46 kV and below
G. Hydraulic Overload Protection System: activates when unit is exposed to overload condition. System prevents actuation of all functions that could add to the overload condition including: -Boom Lower -Intermediate Boom Extend -Third Stage Boom Extend -Winch Raise -Auger Dig System automatically resets when overload condition is relieved.
H. Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.
I. System pressure gauges mounted on main control stations.
J. Passive zone rating system with visual light indicators to show instability of unit (only when mounted on single axle chassis)
K. Transferable Boom Flares include adjustable alignment guides.
L. Pole Guides: proportionally controlled hydraulic cylinders drive open/close and tilt functions and include double pilot operated check valves to support poles in both tilt directions. Also includes two function pole guide interlock preventing any collisions between the pole guide and upper boom when the transferable flares are attached to the intermediate boom.
M. Fiberglass Boom Tip with provisions for platform attachment.
N. Two-part load line attachment point on intermediate boom.

Item	Description	Qty	Price
	O. Full capacity fiberglass upper boom is round and is fabricated using a Centrifically Cast process that provides a smooth surface finish inside and out that is easy to clean and is highly resistant to damage. P. Proportional Fully-Hydraulic Control System: The pilot operated hydraulic system provides easy to operate controls with superior metering. Hydraulic control valves for Rotation, Boom Elevation, Boom Extension, Digger and Winch are fully hydraulic and controlled by a proportional pilot system which provides full metering and feathering characteristics. R. Hydraulic Dump Valve installed in pedestal: Provides extra protection by diverting hydraulic flow away from the main control valve when unit is idle. Dump valve solenoid is electronically activated when a function is operated. S. Boom Storage Protection System: switch on main boom activates hydraulic overload protection system to prevent operator from inadvertently placing excessive down force on boom stow bracket. T. Continuous rotation including planetary drive rotation gearbox. With booms horizontal and fully extended, unit is able to rotate a 500 lbs load on winch line at boom tip up a 5 degree slope. U. Manual Override of Hydraulic Functions at main control valve. V. Outrigger/Boom Interlock System: Prevents boom from being unstowed until outriggers have been at least partially deployed. W. Outrigger/Unit Selector Control: Located near the outrigger controls, allows operator to divert hydraulic oil from machine circuit for outrigger operation. This reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped. X. Outrigger Control Valves, located at tailshelf Y. Outrigger Motion Alarm: Provides audible alarm when any of the outriggers are in motion. Z. Back-up Alarm, installed AA. Tool outlets at tailshelf, tool control valve is integral to the outrigger control valve on the vehicle curbside. AB. Two (2) Operator and Maintenance/Parts Manuals containing instructional markings indicating hazards inherent in the operation of an aerial device AC. Painted white with Altec Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as outside of all fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection. AD. Unit meets or exceeds ANSI 10.31-2006. Unit serial number placard clearly states compliance. AE. Unit is designed and manufactured in facilities that are certified to meet ISO 9001 requirements.		
2.	Pilot Control System	1	
3.	Rear Mount Over Rear Axle for DH	1	
4.	31 - Foot throttle. Included when Altec Opti-View Control Seat is selected.	1	
5.	No hard wired upper controls and NO TOOL CIRCUIT at boom tip	1	
6.	8 - Turntable Winch	1	
7.	11 - Normal winch speed (15,000 lbs)	1	
8.	94 - Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs, includes all of the components	1	

Item	Description	Qty	Price
	necessary to operate digger, installed		
9.	2.50 In Hex Output Shaft With 2.50 in Hex Extension Shaft	1	
10.	88 - Digger - right-hand storage, viewing from boom tip - streetside for rear and corner mount, curbside for behind cab mount - normal. Includes Auger Overstow Protection System	1	
11.	Dedicated digger shake command that provides rapid dig/clean reversing function for quick and convenient auger cleaning.	1	
12.	175 - ANSI use criteria, Digger Derrick use only (no Personnel Handling)	1	
13.	Standard Pole Guides for 18.00 in Dia Pole Maximum	1	
14.	Derrick Tong Protectors	1	
15.	Single handle controller, full view riding seat, installed on curbside of turntable, includes one T-handle, 3-function controller and foot throttle.	1	
16.	Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.	1	
17.	134 - Altec RotaFloatTM System. Activating this switch while digging frees the booms to rotate, thus eliminating one of the many functions needed to install screw anchors. Includes alarm and visual indicator	1	
18.	Zone Rating System	1	
19.	Manual Hydraulic Outrigger Controls	1	
20.	450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units	1	
21.	450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units, includes: A. Maximum Spread: 153 inches measured from centerline of shoe pins B. Penetration at maximum extension: 6.5 inches (for standard installation on a 40 inch frame height) C. Standard Shoe Dimensions: 14 x 15.25 inches D. Hydraulic Outrigger Control Valves E. Outrigger/Unit Selector Control: Reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped. F. Outrigger motion alarms G. Outrigger Interlocks: Will not allow the unit to be operated until the outriggers have been at least partially deployed.	1	
22.	Powder coat unit Altec White.	1	
	Unit & Hydraulic Acc.		
23.	Dirt Auger 18 Inch DIA With 2-1/2 In Hex X 104 Inch L Single Flight (Painted Black)	1	
24.	Winch Rope For Turntable Winch 115 Ft Long x 1.13 Inch Dia	1	

Item	Description	Qty	Price
25.	Load Line Swivel Hook 8-1/2 In Ton (Crosby)	1	
26.	DH Series Derrick Subbase (Rigid)	1	
27.	Subbase Blocks	1	
28.	Subbase Storage With Drop Down Door (Paddle Latch) At Rear Notched for Tool Storage, 7 Inch High	1	
29.	60 Gallon Reservoir, Standard, No Sight Gauge	1	
30.	HVI-22 Hydraulic Oil (Standard)	75	
31.	Standard Pump for PTO	1	
32.	Muncie PTO	1	
33.	Hot Shift PTO (for Automatic Transmission)	1	
34.	Standard Altec PTO/Transmission Functionality with Park Brake Auto Neutral for Allison Automatic Transmissions: -Once the PTO switch is on, the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced to neutral, and PTO will engage.	1	
35.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
36.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
37.	Install Tool Circuit For Hose Reel Below Rotation (Male Pressure, Female Return)	1	
38.	50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Altec Preferred)	1	
39.	Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Standard) (Cannot Be Mounted Horizontally) CS on Tailshelf, Payout to Rear.	1	
40.	Manual Outrigger Valve Installation, Derricks	1	
41.	Unit Installation Components.	1	
	Body		
42.	144 inch universal bobtail service line body, suitable for installing on any 4x2 chassis with an approximate CA dimension of 121 inches, built in accordance with the following specifications: A. Basic body fabricated from A40 grade 100% zinc alloy steel. B. All doors are full, double paneled, self-sealed with built-in drainage for maximum	1	

Item	Description	Qty	Price

weather-tightness. Stainless steel hinge rods extend full length of door.

C. All doors are to contain stainless steel flush type, single point, two-stage rotary paddle latches with recessed handles, including keyed locks and strikers. door latches are bolted to the outer door panel.
D. Heavy-gauge welded steel frame construction with structural channel crossmembers and smooth galvanneal floor.
E. All edges are either rolled or folded for strength and safety.
F. Integrated door header drip rail at top for maximum weather protection.
G. Fender panels are either roll formed or have neoprene fenderettes mechanically fastened.
H. Steel treated for improved primer bond and rust resistance.
I. Automotive underseal applied to entire underside of body.
J. Primer applied to complete interior and exterior of body.
K. Automotive type non-porous door seals mechanically fastened to the door facing.
L. 144 inch overall body length.
M. 94 inch overall body width.
N. 46 inch overall body height.
O. 18 inch body compartment depth.
P. Body finish paint color - Altec White.
Q. Finish paint body at body manufacturer.
R. 2 inch x 6 inch drop-in wood cargo retaining board at rear of body.
S. 2 inch x 6 inch drop-in wood cargo retaining board at top of side access step.
T. Gas shock type rigid door holders for vertical doors.
U. Standard master body locking system.
V. Chains installed on all horizontal doors.
W. One (1) wheel chock holder installed in fender panel on each side of body.
X. Hotstick shelf extending full length of body on streetside.
Y. Two (2) hotstick brackets installed on streetside.
Z. Standard size bottom-hinged hotstick door installed on streetside.
AA. Smooth compartment tops on streetside and curbside.
AB. B-line channel installed in compartments.
AC. 1st vertical streetside (LH) - Three (3) adjustable shelves with removable dividers on 4 inch centers.
AD. 2nd vertical streetside (LH) -Six (6) locking swivel hooks on adjustable rails. 1-4-1 configuration.
AE. 3rd vertical streetside (LH) - Six (6) locking swivel hooks on adjustable rails. 1-4-1 configuration.
AF. 1st horizontal streetside (LH) - One (1) fixed shelf with slots, no dividers provided.
AG. 1st vertical curbside (RH) - Six (6) locking swivel hooks on adjustable rails. 1-4-1 configuration.
AH. 2nd vertical curbside (RH) - Gripstrut access steps with two (2) sloped grab handles.
AI. 3rd vertical curbside (RH) - Six (6) locking swivel hooks on adjustable rails. 2-2-2 configuration.
AJ. 1st horizontal curbside (RH) - Two (2) adjustable shelves with removable dividers on 8 inch centers.
AK. 34 inch long x 94 inch wide steel tailshelf, with 3 inch high retainer rail around sides and rear, installed at rear of body.
AL. One (1) strip of B-line channel installed above curbside horizontal.
AM. Compartment top access step installed on curbside.

Body and Chassis Accessories

Item	Description	Qty	Price
43.	Dock Bumpers (Pair), Rectangular, installed at Rear Frame Rail at the furthest point back	1	
44.	Set of Safety Chain Eye Bolts	1	
45.	ICC Underride Protection	1	
46.	Glad Hands at Rear, Straight (Standard) (Includes Dust Covers)	1	
47.	Rigid Step, Mounted Beneath Side Access Steps (Installed to Extend Approx. 2 Outward)	1	
48.	Platform Access Step from Body Floor	1	
49.	Pole Rack, Two Pole Capacity with Semi-Ratchet Tie Binders Ratchet Cap and Cheater Bar, Removeable at Rear	1	
	SS.		
50.	Secondary Boom Saddle for Offset Stowing of Derrick Due to Pole Rack	1	
51.	Mounting Brackets for Lights, Located on Lower Boom Rest	1	
52.	Lower Boom Rest	1	
53.	Wood Outrigger Pad 24 x 24 x 2.5 with Rope Handle	4	
54.	Outrigger Pad Holder, 25 L x 25 W x 5 H Fits 24.5 x 24.5 x 4 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel	4	
55.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	1	
56.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1	
57.	Slope Indicator Assembly (Pair) for Machine with Outrigger	1	
58.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
	Electrical Accessories		
59.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
60.	Strobe Lights Wired Battery Hot	1	
61.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1	
62.	Altec Standard Multi-Point Grounding System	5	
63.	Grounding Lug, Copper, U-Shaped, Threaded	2	
	CS Front and Rear.		
64.	PTO Hour Meter, Digital, With 10 000 Hour Display	1	
65.	Relocate Trailer Receptacle Supplied With Chassis	1	

Item	Description	Qty	Price
66.	Trailer Receptacle, 7-Way (Pin Type) Installed At Rear	1	
67.	Altec Standard Trailer Plug Wiring	1	
68.	Trailer Brake Controller, Electric (Kelsey Hayes #81741)	1	
69.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1	
70.	Install Outrigger Interlock System In Final Assembly	1	
71.	Foot Throttle Assembly	1	
	Finishing Details		
72.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
73.	Powder Coat Unit Altec White	1	
74.	Finish Paint Body Accessories Above Body Floor Altec White	1	
75.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
76.	Safety and Instructional Decals English	1	
77.	Vehicle Height Placard Installed In Cab DEPS 002	1	
78.	HVI-22 Hydraulic Oil Placard	1	
79.	Dielectric Test Unit According to ANSI Requirements	1	
80.	Stability Test Unit According to ANSI Requirements	1	
81.	Focus Factory Build	1	
82.	Delivery Of Completed Unit	1	
83.	Inbound Freight	1	
84.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
85.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
	Chassis		
86.	Altec Supplied Chassis	1	
87.	Chassis	1	

Item	Description	Qty	Price
88.	2026 Model Year	1	
89.	Freightliner M2-106	1	
90.	Dual Rear Wheel	1	
91.	Set Back Axle	1	
92.	4x2	1	
93.	Chassis Cab	1	
94.	Regular Cab	1	
95.	Chassis Without Front Frame Extensions	1	
96.	No Air Horn	1	
97.	AM/FM Radio	1	
98.	Trailer Air Brake Package	1	
99.	121 Clear CA (Round To Next Whole Number)	1	
100.	Chassis Wheelbase Length - 190	1	
101.	GVWR 33,000 LBS	1	
102.	14,600 LBS Front GAWR	1	
103.	21,000 LBS Rear GAWR	1	
104.	Spring Suspension	1	
105.	Cummins B6.7	1	
106.	Diesel	1	
107.	300 HP Engine Rating	1	
108.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
109.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
110.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
111.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1	
112.	No Clean Idle Certification Required	1	
113.	EPA Emissions	1	
114.	Chassis Idle Engine Shut-Down Required	1	
115.	12R22.5 Front Tire	1	
116.	11R22.5 Rear Tire	1	

Item	Description	Qty	Price
117.	Air Brakes	1	
118.	Park Brake In Rear Wheels	1	
119.	Battery Under Cab Left Hand	1	
120.	Freightliner - Clear Area Around Allison PTO Openings (362-824) and (363-011)	1	
121.	Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027)	1	
122.	Freightliner - Radiator (950 Square Inch) for ISB/B.7 or DD8.1 (SS) (266-078)	1	
123.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
124.	Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003)	1	
125.	Freightliner Transmission Dipstick Tube Enters Curbside of Transmission (346-013)	1	
126.	Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002)	1	
127.	Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001)	1	
128.	Air Ride Drivers Seat	1	
	Additional Pricing		
129.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	**319,000.00**
FET Total	**0.00**
Total	**319,000.00**

Altec Industries, Inc.

BY

David Paige

Notes:

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

3 RECOMMENDED OPTIONS AND ACCESSORIES: These options are included in the quote total price. Any options added after initial order will be re-quoted.

-Two (2) each LED amber lights, Austin/Whelen model L32LAF with post-mount with brush guards, one each on street and passenger side between cab and body

-Two (2) each Super LED Lin3 white warning lights to be mounted at the top rear of each storage compartment visible for rear approaching traffic

-One (1) each Unity model 325 portable spotlight

-Two (2) each 100,000 candlepower remote controlled spotlights mounted on body to include both hard wired and handheld control for each light

-One (1) each Amber LED traffic advisor signal light, mounted at rear of unit in the light channel of the tailshelf

-Four (4) each front and rear white LED Vertex corner lights installed in the headlight and taillight housing

-Two (2) each oval amber lights mounted in front grille

-One (1) Cab mounted warning light – Whelen LED mini light bar top mounted light, mounted on the front center of cab roof, toggle switch to be mounted in the dash panel, with all necessary wiring

-One (1) each Whelen auxiliary light switch control panel, capable of operating all LED warning lights, spotlights, and traffic advisor individually or in any or all combinations, mounted to the lower section of the dash panel

-Backup Camera

4 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of

the chassis or hitch.

5 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

6 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

7 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

8 F.O.B. - Customer Site

9 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

10 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

11 Interest charge of 1/2% per month to be added for late payment.

12 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by

both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14 Any payment made by a credit card may be subject to a surcharge fee.

15 Estimated Delivery: 58-61 months after receipt of order PROVIDING:
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

16 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

17 This quotation is valid until AUG 12,2023. After this date, please contact Altec Industries, Inc. for a possible extension.

18 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

19 Please direct all questions to Charles Conrad Martin at (816) 364-2244

AVERY 5160 Easy Peel Address Labels Bend along line to expose Pop-up Edge Go to avery.com/templates Use Avery Te

ALTEC INDUSTRIES INC.
1730 VANDERBILT ROAD
BIRMINGHAM, AL 35234

RING POWER
5397 JONESBORO RD.
UNION CITY, GA 30291

GEORGIA CRANE SALES, LLC
61 GREEN STREET
WARNER ROBINS, GA 31093

TEREX UTILITIES SOUTH
5365 DIVIDEND DR A,
DECATUR, GA 30035

NICHOL'S FLEET EQUIPMENT, INC.
2401 EAST 31ST STREET
CHATTANOOGA, TN 37407

VERSALIFT SOUTHEAST
154 FALCON DRIVE
FOREST PARK, GA 30297

MAXIM CRANE WORKS, L.P.
1615 DOUG BARNARD PKWY
AUGUSTA, GA 30906

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MAXIM CRANE WORKS, L.P.
1615 DOUG BARNARD PKWY
AUGUSTA, GA 30906

BID ITEM #22-266
TRUCK, DIGGER DERRICK FOR AUGUSTA, GA – CENTRAL SERVICE DEPARTMENT – FLEET MANAGEMENT
DUE: MON, JULY 18, 2022 @ 11:00 A.M..

BID ITEM #22-266
TRUCK, DIGGER DERRICK FOR AUGUSTA, GA – CENTRAL SERVICE DEPARTMENT – FLEET MANAGEMENT
ADDENDUM MAIL: 07/12/2022

Pat. avery.com/patents Étiquettes d'adresse Easy Peel Allez à avery.ca/gabarits

Planholders

Add Supplier | Export To Excel

Supplier (5)

Supplier	Download Date
Dodge Data	06/10/2022
Flint Equipment Company	06/22/2022
QF Luxury	07/19/2022
VANGUARD TRUCK CENTER	07/05/2022
Versalift Southeast	06/09/2022

Add Supplier

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Documents

Filename	Type	Action
22-266_ITB	Bid Document / Specifications	View History
22-266_ADD1	Addendum	View History

2022-06-09	SARMSTRONG, SARMSTRONG		
YANCEY TRUCK CENTER 2022-06-09	ray_adams@yanceytruck.com ADAMS, RAY	N	NOM
Yamaha Motor Corporation, USA 2022-06-09	julian_rambo@yamaha-motor.com Rambo, Julian	N	NOM
ogungbadejohn 2022-06-09	ogungbade_john@yahoo.com ogungbade, john	Y	AFA

ETHNIC GROUP	COUNT
African American	6
Asian American	0
Native American	1
Hispanic/Latino	0
Pacific Island/American	0
Non Minority	73
Not Classified	0
Total Number of Vendors	80
Total Number of Contacts	155

PR_bid_email_list

Commission Meeting

June 6, 2023

AO Rightsizing Presentation

Department:	Administrator's Office
Presenter:	Takiyah A. Douse
Caption:	Presentation of the Rightsizing Plan recommendations by Interim Administrator Douse.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

June 6, 2023

AO Strategic Plan Kickoff

Department:	Administrator's Office
Presenter:	Takiyah A. Douse
Caption:	Motion to approve a Strategic Plan Kickoff meeting on Thursday, June 29, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve a Strategic Plan Kickoff meeting on Thursday, June 29, 2023.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

June 6, 2023

Workforce Development Hub Augusta, Ga

Department:	N/A
Presenter:	N/A
Caption:	**Messrs. Moses Todd and Jeff Rice** Plumbers and Steamfitters Local Union 150 relative to Workforce Development Hub Augusta, Georgia.
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

Nancy Morawski

From: Moses Todd <iloveaug2023@gmail.com>
Sent: Thursday, May 18, 2023 1:57 AM
To: llbonner@augustaga.gov; Nancy Morawski
Subject: [EXTERNAL] Union participation

Ms. Bonner please put Moses Todd and Jeff Rice from plumbers and Steamfitters Local Union 150 on the appropriate committee agenda to discuss Workforce Development hub Augusta Georgia.

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

Commission Meeting

June 6, 2023

Solid Waste Director

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** directing H.R. to start search for a Solid Waste Director. **(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
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Wayne Guilfoyle <augustatile1@gmail.com>
Sent: Wednesday, May 31, 2023 7:03 PM
To: Lena Bonner
Subject: [EXTERNAL] Agenda

Mrs.Bonner, can you add to the agenda?
1. Motion to have H.R. to start a search for a Solid Waste Director

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

Commission Meeting

June 6, 2023

Approve Sole Source Purchase Order to Itron (ERTs) For Augusta Utilities

Department:	Utilities
Presenter:	Michael Bryant
Caption:	Approve sole source purchase order to Itron for the purchase of encoder receiver transmitters (ERTs) for Augusta Utilities.
Background:	The ERTs AUD uses are sole-sourced and manufactured exclusively by Itron. The department has been using this vendor and this product for many years.
Analysis:	Augusta Utilities is requisitioning Riva ERT endpoints manufactured by Itron that are compatible with the brand of meters we stock and are installed in the water distribution network. An ERT is an electronic encoding device which wirelessly transmits meter readings for billing purposes to handheld devices so that the meter reader or technician in the field doesn't manually read the meter. This part is an existing approved sole-source material and has been purchased by AUD in the past.
Financial Impact:	$117,000
Alternatives:	None
Recommendation:	Approve purchase order to Itron for the purchase of ERTs.
Funds are available in the following accounts:	G/L 506000000-1134211; J/L not required
REVIEWED AND APPROVED BY:	N/A

Print Form

Augusta GEORGIA

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

Vendor: Itron **E-Verify Number**: 633584

Commodity: RIVA ERT Endpoints

Estimated annual expenditure for the above commodity or service: $ 117,000

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.)

X 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: Michael J Bryant Department: Utilities Date: 3/30/2023

Department Head Signature: JWBryne Date: 17 Apr 23

Approval Authority: GASamples Date: 4/25/2023

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS: Requires Commission Approval. Please prepare an Agenda Item

Rev. 09/10/12

UTILITIES DEPARTMENT

Augusta GEORGIA

APR 19 '23 PM 2:47

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:** **RIVA ERT Endpoints**
2. **Specific budget approval of Capital Purchase:** **$117,000.00**
3. **Source Selection Method:** **Sole Source**
4. **Capital Funds available in fund:** **506000000-1134211**

TO: Approval:_____ Date:_____
Takiyah A. Douse
Interim Administrator, Augusta Richmond County

Approval: G A Sams Date: 4/25/2023
Geri Sams,
Director, Procurement Department

FROM: Approval: W Byne Date: 18Apr23
Wes Byne, P.E.
Director, Utilities Department

DATE: 4/18/2023

SUBJECT: Sole Source Justification

Augusta Utilities is requisitioning Riva ERT endpoints manufactured by Itron that are compatible with the brand of meters we stock and are installed in the water distribution network. An ERT is an electronic encoding device which wirelessly transmits meter readings for billing purposes to handheld devices so that the meter reader or technician in the field doesn't manually read the meter. This part is an existing approved sole-source material and has been purchased by AUD in the past.

Requires Commission Approval

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

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Geri Sams
Director, Procurement Department

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

FROM: **Michael J Bryant**

CC:

DATE: 4/18/2023

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

Augusta Utilities is requisitioning Riva ERT endpoints manufactured by Itron that are compatible with the brand of meters we stock and are installed in the water distribution network. An ERT is an electronic encoding device which wirelessly transmits meter readings for billing purposes to handheld devices so that the meter reader or technician in the field doesn't manually read the meter. This part is an existing approved sole-source material and has been purchased by AUD in the past.

Approved:
AUD Director

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

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 4/18/2023

DIVISION August Utilities WAREHOUSE

FUND #: 506000000

☐ WATER	☐ EQUIPMENT	☐ CHEMICAL	☐ LAB	☐ IT	☐ ROUTINE
☐ SEWER	☐ TOOLS	☐ GASES	☐ UNIFORM	☐ SCADA	☐ EMERGENCY
☑ SUPPLIES	☐ SAFETY	☑ REPAIR	☐ LIFT STATION	☑ INVENTORY	☑ SOLE SOURCE
☐ SERVICE	☐ OFFICE	☑ MAINTENACE	☐ OTHER	☐ BID ITEM	☐ PREFER ITEM

SHIP TO:

WAREHOUSE
1840 Wylds Rd.

VENDOR: Itron
ADDRESS:
PHONE #:
QUOTED BY:

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	ERT Riva Endpoint	1500	78.00	117,000.00		0.00		0.00
2.	ERW-1601-001PS			0.00		0.00		0.00
3.	10240.64			0.00		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			117,000.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

per Steve Little

REQUESTED BY: *Michael J Bryant*

APPROVED BY: *Michael J Bryant*

Received by:
APR 18 2023
Nicole Rogers

Approved:
AUD Director

Rev. 4/29/2013

Version: V1

Itron

Electric / Gas / Water
Information collection, analysis and application

2111 N Molter Road
Liberty Lake, WA, 99019-9469
fax: 866-787-6910
www.itron.com

Pricing Summary for

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

For: City of Augusta, Georgia

Quote Number: Q-00001181
Presented on: 04/18/2023
Valid until: 06/17/2023

Item Number	Description	Qty	UOM	Unit Price	Extended Price
ERW-1601-001PS	ERW,RIVAW PIT ENDPOINT,PROGRAMMED AND SECURED	1,500	Each	$78.00	$117,000.00
			Quote Total		**$117,000.00**

Notes and Assumptions

1. Pricing is based on existing agreements or Itron's standard terms and conditions.
2. Taxes and freight are not included, unless otherwise specified.
3. Prices are in USD.
4. Full Warranty is consistent with the warranty terms in the Agreement for the first 10 years from the date of shipment.
   For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then current list price for the replacement product.
   For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then current list price for the replacement product.
5. Warranties on the applicable Water Modules shall be void if Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing.

Commission Meeting

June 6, 2023

Transportation Investment Act (TIA)

GDOT Project Agreement (IGA) Resolution

File Reference: 23-014 (T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Motion to Adopt Resolution for Transportation Infrastructure Improvements Act (TIA) of 2010 Project Agreement (IGA) relative to the TIA2 funded Projects. Requested by Engineering.
Background:	The Transportation Investment Act (TIA) of 2010 (specifically O.C.G.A. § 48-8-240 et al.) established the ability of each service delivery region in Georgia to levy a sales tax of one cent for the purposes of funding transportation infrastructure improvements. Georgia Department of Transportation (GDOT) has TIA funded project delivery responsibility and oversight with option to enter local project delivery IGA with certain entities. Augusta, GA opts to deliver selected projects at local level requiring entering into IGA with GDOT.
Analysis:	The Central Savannah River Area (CSRA) voters approved TIA2 funded projects list on June 9, 2020. On February 1, 2022, Augusta Commission authorized TIA2 funded selected projects delivery at local level. Accordingly, GDOT is preparing IGA between GDOT and Augusta, Georgia (City) for these projects. Caption resolution needed for execution of these IGAs.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to Adopt Resolution for Transportation Infrastructure Improvements Act (TIA) of 2010 Project Agreement (IGA) relative to the TIA2 funded Projects. Requested by Engineering.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	HM/SR

RESOLUTION

STATE OF GEORGIA

AUGUSTA, GEORGIA

BE IT RESOLVED by the Augusta-Richmond County Commission that the Transportation Investment Act of 2010 Project Agreement (IGA) relative to the Transportation Investment Act funded projects (TIA2) approved by the Central Savannah River Area (CSRA) voters on June 9, 2020, and that the Augusta Mayor, Clerk of Commission, and General Counsel are authorized to execute the same for and on behalf of said by the Board of Commissioners of Augusta-Richmond County, Georgia.

Passed and adopted this the _____ day of _____ 2023.

ATTEST:

BY: _____
Mayor

_____
COUNTY CLERK

STATE OF GEORGIA

AUGUSTA, GEORGIA

I, Lena Bonner, as Clerk of Commission, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Augusta-Richmond County Commission, Augusta, Georgia.

WITNESS my hand and official signature, this the ___day of _____, 2023.

BY: _____
CLERK OF COMMISSION

Commission Meeting

June 6, 2023

13th Street Improvements Project

(Reynold Street to Walton Way)

Roadway Railroad Crossing Improvements-CSX Construction Agreement

TIA Project#RC07-001223/PI#0011424

File Reference: 23 – 014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve entering into an agreement with (CSXT) CSX TRANSPORTATION, INC. Company stating that Augusta, GA will pay for the Construction Engineering, Inspection, and Flagging protection services, for the 13th Street Improvements Project in accordance with the estimate $49,509.00. Also, approve the Construction Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering
Background:	13th Street Improvements is a project from the "Approved Investment List" of TIA that was approved by voters of the CSRA in July 31, 2012 referendum, approved by GDOT, and presently in construction phase. This project consists of resurfacing, reconstructing the existing curb and gutter, replacing sidewalks, improving pedestrian safety at intersections with new visibility crosswalks. These roadway improvements are in close proximity to CSXT railroad tracks at 13th near Fenwick St. that warrants coordination to ensure passing trains safe mobility and safe construction zone.
Analysis:	Railroad coordination is required to ensure rail tracks safety and advance project construction schedule. Augusta would be required to enter into an agreement that Augusta will pay the estimated amount of $49,509.00 to CSX for CSX services that are needed during construction work at and around railroad tracks.
Financial Impact:	Funds are available in TIA Discretionary Funds.
Alternatives:	1) Do not approve and find alternative to complete warranted improvements and meet TIA project completion schedule.
Recommendation:	Approve entering into an agreement with (CSXT) CSX TRANSPORTATION, INC. Company stating that Augusta, GA will pay for the Construction Engineering, Inspection, and Flagging protection services

for the 13th Street Improvements Project in accordance with the estima
$49,509.00. Also, approve the Construction Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. requested by Engineering

Funds are available in the following accounts: $49,509.00) 235-041110 – 54.141110 TIA Discretionary Funds

REVIEWED AND APPROVED BY: HM/SR

Augusta, Richmond Co., GA
13th Street Improvements
633716C, McCormick Sub, AK-460.72
CSXT OP# _____

CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") is made as of _____, 2023, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and the City of Augusta, a body corporate and political subdivision of the State of Georgia ("Agency")

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, the proposed **13th Street Roadway improvements at DOT# 633716C, McCormick Subdivision, M.P. AK-460.72** (the "**Project**").

2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and

approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **two years from the date of this agreement,** unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("**Contractors**") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs

Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the

final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties..

6.4 Maintenance Agreement. Contemporaneous with the execution of this Agreement, CSXT and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal and removal of the Project.

6.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 6.4) of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses

incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage

required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 500 Water Street, J-301 Jacksonville, Florida 32202 Attention: Director Project Management – Public Projects
If to Agency:	City of Augusta 535 Telfair Street Augusta, GA 30901 Attention: _____

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law This Agreement shall be governed by the laws of the State of **Georgia** exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

Signatures on following page

Augusta, Richmond Co., GA
13th Street Improvements
633716C, McCormick Sub, AK-460.72
CSXT OP# _____

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Augusta, Georgia

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Print Name: Todd Allton
Title: Project Manager-Public Projects

Augusta, Richmond Co., GA
13th Street Improvements
633716C, McCormick Sub, AK-460.72
CSXT OP# _____

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Agency shall let by contract to its Contractors:

1. All roadway, other work as described in the plans excluding any J&B / Utility work to be performed under a separate agreement with CSXT Corridor Occupancy Services
2. All roadway traffic control, detours, and police protection as may be required for the duration of the project.
3. Cleanup of RoW once work is complete

B. CSXT shall perform or cause to be performed:

1. Railroad Flagging services and other protective services and devices as may be necessary.
2. Construction engineering and inspection to protect the interests of CSXT.

Augusta, Richmond Co., GA
13th Street Improvements
633716C, McCormick Sub, AK-460.72
CSXT OP# _____

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval: Select sheets have been attached to the agreement, but all are incorporated by reference.

Drawing No.	Description	Preparer	Date
01-0001	Coversheet	GMC	2/10/2022
12-0001	Demolition Plan	GMC	2/10/2022
12-0002	Demolition Plan	GMC	2/10/2022
13-0001	Construction Plan	GMC	2/28/2023
13-0002	Construction Plan	GMC	2/28/2023
19-0008	Staging Plan Stage 2	GMC	2/10/2022
24-0002	Utility Plans	GMC	2/10/2022
25-0002	Lighting Plans	GMC	2/10/2022
29-0002	Landscaping Plans	GMC	9/08/2022
29-0012	Irrigation Plans	GMC	2/10/2022

Augusta, Richmond Co., GA
13th Street Improvements
633716C, McCormick Sub, AK-460.72
CSXT OP# _____

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

"Agency" shall mean the **City of Augusta.**

"Agency Representative" shall mean the authorized representative of **the City of Augusta.**

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.

B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left

parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

   a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

   b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

   c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

   d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result

in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this

service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

Augusta, Richmond Co., GA
13th Street Improvements
633716C, McCormick Sub, AK-460.72
CSXT OP# _____

EXHIBIT D
INITIAL ESTIMATE

ESTIMATE SUBJECT TO REVISION AFTER: **4/12/2024** **DOT NO.:** 633716C
CITY: Augusta **COUNTY:** Richmond **STATE:** GA
DESCRIPTION: 13th St. Improvements - curb, sidewalk, mill and resurface approaches. 20 days flagging estimated

ZONE: Florida **SUB-DIV:** McCormick **MILE POST:** AK-460.72
AGENCY PROJECT NUMBER: 0

PRELIMINARY ENGINEERING:					
Contracted & Administrative Engineering Services				$	-
Subtotal				**$**	**-**
CONSTRUCTION ENGINEERING/INSPECTION:					
Contracted & Administrative Engineering Services - CSXT Admin and Flagging Coordinator				$	2,000
Contracted & Administrative Engineering Services - STV				$	16,800
Subtotal				**$**	**18,800**
FLAGGING SERVICE: (Contract Labor)					
Labor (Conductor-Flagman)		0	Days @ $350.00	$	-
Labor (Foreman/Inspector)		20	Days @ $504.00	$	10,080
Additive	139.00% (Transportation Department)			$	-
Additive	160.00% (Engineering Department)			$	16,128
Subtotal				**$**	**26,208**
SIGNAL & COMMUNICATIONS WORK:				**$**	**-**
TRACK WORK:				**$**	**-**
PROJECT SUBTOTAL:				**$**	**45,008**
CONTINGENCIES:	10.00% of Construction Costs only			$	4,501
PROJECT TOTAL:	**********			$	49,509
CURRENT AUTHORIZED BUDGET:	**********			$	-
TOTAL SUPPLEMENT REQUESTED:	**********			**$**	**49,509**
DIVISION OF COST:					
Agency	100.00%			$	49,509
Railroad	0.00%			$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: STV Incorporated **Approved by:** *CTA* **CSXT Public Project Group**
DATE: 04/13/23 **REVISED:** 01/00/00 **DATE:** 04/13/23

Augusta, Richmond Co., GA
13th Street Improvements
633716C, McCormick Sub, AK-460.72
CSXT OP# _____

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

Augusta, Richmond Co., GA
13th Street Improvements
633716C, McCormick Sub, AK-460.72
CSXT OP# _____

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).

3. Commercial automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

   a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

   b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.

   c. Name and Address of Contractor and Agency must appear on the Declarations page.

   d. Description of operations must appear on the Declarations page and must match the Project description.

e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

(i). Broad Form Nuclear Exclusion - IL 00 21
(ii) 30-day Advance Notice of Non-renewal or cancellation
(iii) Required State Cancellation Endorsement
(iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

(i) A Pollution Exclusion Endorsement except CG 28 31
(ii) A Punitive or Exemplary Damages Exclusion
(iii) A "Common Policy Conditions" Endorsement
(iv) Any endorsement that is not named in Section 4 (e) or (f) above.
(v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:
2.

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

Augusta, Richmond Co., GA
13th Street Improvements
633716C, McCormick Sub, AK-460.72
CSXT OP# GA2483

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 2023, between **the City of Augusta** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____
Name: _____
Title: _____
Date: _____

\\COR\130459.7

Commission Meeting

June 6, 2023

Residential Waste Hauler Contract

Waste Management Contract Amendment 2-

Two year Extension Terms Negotiation UPDATE

Bid 11-112

File Reference: 23 – 014(A)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik

Caption: Receive update on Waste Management Waste Hauler Contract- Amendment2 Two-year Extension Terms Negotiation. Also, Review and Consider approving Engineering & Environmental Services Director Recommended Path Forward (Attached Exhibit A; listed at Memo 2/2 page). requested by Engineering / Bid 11-112

Background: On February 7, 2022, Augusta Commission approved and authorized Engineering and Environmental Services Director to negotiate terms of two-year extension of waste collection contract with Waste Management (WM) which was approved on January 2023. Accordingly, on 2/21/2023, Engineering & Environmental Services Director (Director) transmitted Contract-Amendment2 draft (Draft) to WM for review and discussion. To maintain Bid 11-112 procurement uniformity, terms identical to Costal Amendment2 were included in the Draft. On February 23, 2023 Georgia Waste System, LLC, dba Waste Management of Augusta Hauling (GWS) responded to the director; in summary not agreeing to two key terms (Non-contracted waste flow to Augusta Landfill and Capital Cost payment) included in the Draft. In closing, GWS suggested the City issue a new RFP. It is noteworthy that WM is one of three contractors submitting bids in response to Bid Number 11-112. WM scored the highest among three qualified bidders under evaluation phase. However, WM was not a successful bidder. The bid was awarded to two other qualified bidders; most likely WM did not agree to terms of Augusta's offered agreement.

Analysis: Bid 11-112 contract requires 180 days advance notification prior to expiration of the contract. WM current contract is expiring on 12/31/2023. WM services waste collection Zone1. To avoid Zone 1 disruption of waste collection services beyond 12/31/2023, Director recommending two possible options for maintaining current level of services (See Exhibit A memo).

Financial Impact:	N/A
Alternatives:	1) Not proposed.
Recommendation:	Receive update on Waste Management Waste Hauler Contract- Amendment2 Two-year Extension Terms Negotiation. Also, Review and Consider approving Engineering & Environmental Services Director Recommended Path Forward (Attached Exhibit A; listed at Memo 2/2page). requested by Engineering / Bid 11-112
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	HM/SR

SECOND AMENDMENT TO AUGUSTA, GEORGIA SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT

THIS SECOND AMENDMENT to the Augusta, Georgia Solid Waste and Recyclables Collection Agreement with an effective date of August 7, 2012 (the "Agreement"), by and between Augusta, Georgia ("Augusta") and Waste Management, Inc. ("Waste Management"), hereinafter collectively referred to as the "Parties," is made and entered into this _____day of _____, 2023 to be effective as of 12:01 a.m. of January 1, 2024.

WHEREAS, the Parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Agreement, then, notwithstanding any term in the Agreement, the following terms and conditions govern and control the rights and obligations of the parties.

NOW, THEREFORE, in consideration of the Parties agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to amend the Agreement as follows:

1. Section 2.1 **Performance Commencement** is hereby amended to add the following as the last sentence of Section 2.1:

   The Parties are exercising _the Second Renewal Term of January 1, 2024 to December 31, 2025 in the manner as provided in this Section 2.1 of the Augusta, Georgia Solid Waste and Recyclables Collection Agreement.

2. Section 7.3 **Non-Contracted Waste** is hereby amended as follow:
   replaced in entirety with following:

   Contractor agrees to bring any non-contract putrescible waste collected or under its control within Richmond County and the surrounding areas (the CSRA Geographical Region) to the Augusta Landfill, or any other facility designated by Augusta.

3. Section 7.4 **Additional Non-Contracted Waste** is hereby amended to read as:
   The Contractor, with Augusta's prior approval, may market Augusta's landfill in an effort to generate additional revenue for both the Contractor and Augusta. Negotiated disposal pricing must be approved by the Augusta Commission.

4. Section 8.2 **Capital Costs** is hereby amended to add the following as Section 8.2.6 **Additional Capital Costs**.
   The Parties hereby mutually agree that the Contractor Shall make payments in the amount of $55,909.49 per month during the First Renewal Term from January 1, 2023 to December 31, 2023, and the Second Renewal Term from January 1, 2024 to December 31, 2025.

5. Section 20.14 **Notices** is hereby amended to read as:
   Any notice required herein shall be given by certified mail to:

   For Augusta:
   City Administrator
   535 Telfair Street, Suite 910, Augusta, GA 30901

   Director Environmental Services
   4330 Deans Bridge Road, Blythe, GA 30806

   For Waste Management:

   ???

   ????

6. Section 20.12 **Modifications and Waiver** is hereby amended to read as:
   The parties must mutually agree upon any changes in the Agreement and must be incorporated by written amendments to the Agreement. The Augusta Commission shall have authority to amend the Agreement.

   This agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be modified only by a written agreement signed by both parties.

7. Section 20.28 1(b) **Force Majeure** is hereby amended to read as:

   If and to the extent such failure or delay is caused, directly or indirectly by fire, flood, hurricanes, earthquakes, storms, lighting, epidemic (excluding COVID), war, riot, civil disturbance, sabotage, and government actions.

8. All other terms of the Augusta, Georgia Solid Waste and Recyclables Collection Agreement shall remain in full force and effect.

9. This Agreement Amendment is not effective until fully executed by all Parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first written above.

AUGUSTA, GEORGIA

Date:

_____
Garnett L. Johnson. as its Mayor

Attest:_____
Lena J. Bonner, Clerk of Commission

WASTE MANAGEMENT, INC.

Date:

_____
(Print)_____
as its _____

WM Augusta Hauling

208 Prep Phillips Drive
Augusta, Georgia 30901-1700

February 23, 2023

VIA EMAIL AND CERTIFIED MAIL

Hameed Malik, Ph.D., PE
Director Engineering & Environmental Services
Engineering Administration
452 Walker Street, Suite 110, Augusta, GA 30901
(706) 796-5040

Re: Draft agreement between; Georgia Waste Systems, LLC & City of Augusta, GA

Dear Doctor Malik,

Georgia Waste Systems, LLC, dba Waste Management of Augusta Hauling ("GWS") received your proposed draft extension agreement via email on February 21st, 2023. This new draft was unexpected, since per your earlier request on January 19th, and at prior meetings, GWS sent you a proposed amendment for the City's consideration on January 31st. Now, you inform us in your February 21st email that our draft amendment was never going to be considered by the City due to a prior decision by the Commission, despite significant time and effort spent preparing this draft per your request.

Notwithstanding the foregoing, GWS has reviewed your proposed draft amendment, and respectfully cannot agree to the proposed terms for the following reasons:

- ***Section 7.3 Non-Contracted Waste-*** *Contractor agrees to bring any non-contract putrescible waste collected or under its control within Richmond County and the surrounding areas (the CSRA Geographical Region) to the Augusta Landfill, or any other facility designated by Augusta.*

GWS strenuously objects to any form of flow control mandates for waste volumes. The original Agreement gave GWS the right, **but not the obligation**, to bring Augusta non-contract waste collected, or under its control, where economically feasible, in the areas surrounding Richmond County. GWS cannot agree to modify this provision such that it makes such waste diversion mandatory. Further, there is legal precedent which deems such flow control provisions unlawful.

- ***8.2.6 Additional Capital Costs.*** *The Parties hereby mutually agree that the Contractor Shall make payments in the amount of $55,909.49 per month during the First Renewal*

WM Augusta Hauling

208 Prep Phillips Drive
Augusta, Georgia 30901-1700

Term from January 1, 2023, to December 31, 2023, and the Second Renewal Term from January 1, 2024, to December 31, 2025.

GWS cannot absorb any other imposed costs by the City. In the past 24-months, our company has experienced exponential cost increases from the CDL Driver Shortages, Lagging Pandemic Effects, and other Inflationary down-stream cost pressures. Agreeing to this proposed agreement modification would equate to GWS providing its services to Augusta at a loss, which it is unable to do.

In closing, GWS will honor our existing agreement with the City through December 31st, 2023. It was our great hope to come to a mutually beneficial arrangement with respect to an extension of the pre-existing Agreement, but failing that, we suggest the City issue a new RFP, which will allow GWS and other vendors to fairly participate and be considered for waste collection services to the City.

Respectfully,

George Council
Senior Account Executive Public Sector
(803) 600-8721

cc : Michael J. Holbrook, Public Sector Director, SA
Eric Wakefield, Operations Director, SA
Christina Deangelis, Senior Legal Counsel

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Augusta Commission

THROUGH: Takiyah A Douse, Interim Administrator
Geri Sams, Procurement Director

FROM: Hameed Malik, Ph.D., PE, Director Engineering & Environmental Services

DATE: March 22, 2023

SUBJECT: **Waste Collection Contract Service**
Waste Management Contract Extension - Amendment 2
Bid 11-112

On February 7, 2022 Augusta Commission approved and authorized Engineering and Environmental Services Director to negotiate terms of two-year extension of waste collection contract with Waste Management (WM) which was approved on January 2023. The following summarizes the contract procurement background, actions taken with respect to WM amendment 2, WM response to amendment 2 offered term, and recommended path forward..

Contract Procurement Background (Bid N0. 11-112):

Residential waste collection countywide services were procured under Bid No. 11-112. Service area consists of three zones (Zone 1, Zone 2, and Zone 3) served by two service providers (Contractor). Zone1 is presently served by WM. The City's original contract (Agreement) was with Advance Disposal Services Augusta, LLC Delaware Limited Liability Company doing business as Advanced Disposal Services. The Agreement executed on 23rd day of August, 2012 with effective date of Augusta 7, 2012 with the first day of service being June 1, 2013. Initial Term of the Agreement ended December 31, 2021. The Agreement includes "Renewal Terms"; "Agreement may be renewed for two (2) or more successive two (2) year terms upon mutual agreement of the parties as the rates here in (may be adjusted as provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term".

Section 8 of the Agreement has a "Media and Capital Costs" clause. Media cost includes Internet Site, Truck Media, Pamphlets, Handouts, Advertising, Public Announcements, Other Media, Annual Media. Capital cost includes Roll-Out Carts, Management Software, Hand-Held Devices, CNG Station, Annual Survey. Media and Capital expenses are integrated in waste collection unit rate paid by the City to the Contractor.

Section 8 also contains "Unused Funds" sub-clause. This sub-clause requires "any unused funds from the activities in this Section shall be credited to Augusta on the final statement of each year".

It is noteworthy that WM is one of three contractors submitting bids in response to Bid Number 11-112. WM scored the highest among three qualified bidders under evaluation phase. However, WM was not a successful bidder. The bid was awarded to two other qualified bidders; most likely because WM did not agree to terms of Augusta's offered agreement.

Augusta Engineering Administration
452 Walker Street, Suite 110 – Augusta, GA 30901
Office: (706) 796 – 5040 Fax: (706) 796 -5045
www.augustaga.gov

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

Contract Amendment 2 -Terms Negotiation with WM

Zone2 and Zon3 service provider, Inland Services dba Orion Waste (now Coastal Waste & Recycling (Coastal)) entered into Contract Amendment2 agreement on October 12, 2021, with a second renewal term from January 1, 2024 to December 31, 2025. Terms of this amendment2 includes payment to the City for CNG Infrastructure and bring any non-contract putrescible waste collected or under its control within Richmond County and the surrounding area (the CSRA Geographical Region) to the Augusta Landfill, or any other facility designated by Augusta (Coastal Amendment2 copy attached).

The following is a sequence of taken actions.

(1) On February 21, 2023, Engineering & Environmental Services Director (Director) transmitted Contract Amendment2 draft (Draft) to WM for review and discussion. To maintain Bid 11-112 procurement uniformity, terms identical to Costal Amendment2 were included in the Draft.
(2) On February 23, 2023 Georgia Waste System, LLC, dba Waste Management of Augusta Hauling (GWS) responded to the director; in summary not agreeing to two key terms (Non-contracted waste flow to Augusta Landfill and Capital Cost payment) included in the Draft. In closing, GWS suggested the City issue a new RFP.
(3) On February 24, 2023 GWS confirmed that February 23, 203 letter is GWS final response.
(4) Subsequently, on March 2, 2023 the Director held follow up meeting with GWS Senior Account Executive-Public Sector, George Council. The Director discussed details of Draft and rationale inclusion of both key terms that GWS objected.

Path Forward Recommendations:

Two possible options to consider.

(1) Zone 2 and Zone 3 served by Coastal. Explore possibility of expanding Costal Services to Zon1 for period January 1, 2024 to December 31, 2025.
(2) Develop new contract document and Initiate Request for Qualifications (RFQ) for Zone1 service area for new ten-year term (January 1, 2024 to December 31, 2033). Also, qualified firm(s) for serving Zone 2 and Zones for eight-year initial term effective January 1, 2026.

Should you require additional information, please do not hesitate to contact me at (706)796-5068.

Thank you.

/hm

Attachment – WM Contract -Amendment2 Draft
Coastal Contract- copy of Executed Amenment2
GWS Response Letter dated February 23, 2023
Waste Collection Contract-Section 8 – Media and Capital Cost

Augusta Engineering Administration
452 Walker Street, Suite 110 – Augusta, GA 30901
Office: (706) 796 – 5040 Fax: (706) 796 -5045
www.augustaga.gov

ATTACHMENTS

1) WM Contract-Amendment2 Draft
2) Coastal Contract-Copy of executed Amendment2
3) GWS Response Letter Dated February 23, 2023
4) Waste Collection Contract-Section 8-Media and Capital Cost

WM Contract-Amendment2 Draft

SECOND AMENDMENT TO AUGUSTA, GEORGIA SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT

THIS SECOND AMENDMENT to the Augusta, Georgia Solid Waste and Recyclables Collection Agreement with an effective date of August 7, 2012 (the "Agreement"), by and between Augusta, Georgia ("Augusta") and Waste Management, Inc. ("Waste Management"), hereinafter collectively referred to as the "Parties," is made and entered into this _____day of _____, 2023 to be effective as of 12:01 a.m. of January 1, 2024.

WHEREAS, the Parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Agreement, then, notwithstanding any term in the Agreement, the following terms and conditions govern and control the rights and obligations of the parties.

NOW, THEREFORE, in consideration of the Parties agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to amend the Agreement as follows:

1. Section 2.1 **Performance Commencement** is hereby amended to add the following as the last sentence of Section 2.1:

   The Parties are exercising _the Second Renewal Term of January 1, 2024 to December 31, 2025 in the manner as provided in this Section 2.1 of the Augusta, Georgia Solid Waste and Recyclables Collection Agreement.

2. Section 7.3 **Non-Contracted Waste** is hereby amended as follow:
   replaced in entirety with following:

   Contractor agrees to bring any non-contract putrescible waste collected or under its control within Richmond County and the surrounding areas (the CSRA Geographical Region) to the Augusta Landfill, or any other facility designated by Augusta.

3. Section 7.4 **Additional Non-Contracted Waste** is hereby amended to read as:
   The Contractor, with Augusta's prior approval, may market Augusta's landfill in an effort to generate additional revenue for both the Contractor and Augusta. Negotiated disposal pricing must be approved by the Augusta Commission.

4. Section 8.2 **Capital Costs** is hereby amended to add the following as Section 8.2.6 **Additional Capital Costs**.
   The Parties hereby mutually agree that the Contractor Shall make payments in the amount of $55,909.49 per month during the First Renewal Term from January 1, 2023 to December 31, 2023, and the Second Renewal Term from January 1, 2024 to December 31, 2025.

5. Section 20.14 **Notices** is hereby amended to read as:
   Any notice required herein shall be given by certified mail to:

   For Augusta:
   City Administrator
   535 Telfair Street, Suite 910, Augusta, GA 30901

   Director Environmental Services
   4330 Deans Bridge Road, Blythe, GA 30806

   For Waste Management:

   ???

   ????

6. Section 20.12 **Modifications and Waiver** is hereby amended to read as:
   The parties must mutually agree upon any changes in the Agreement and must be incorporated by written amendments to the Agreement. The Augusta Commission shall have authority to amend the Agreement.

   This agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be modified only by a written agreement signed by both parties.

7. Section 20.28 1(b) **Force Majeure** is hereby amended to read as:

   If and to the extent such failure or delay is caused, directly or indirectly by fire, flood, hurricanes, earthquakes, storms, lighting, epidemic (excluding COVID), war, riot, civil disturbance, sabotage, and government actions.

8. All other terms of the Augusta, Georgia Solid Waste and Recyclables Collection Agreement shall remain in full force and effect.

9. This Agreement Amendment is not effective until fully executed by all Parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first written above.

AUGUSTA, GEORGIA

Date:

_____
Garnett L. Johnson. as its Mayor

Attest:_____
Lena J. Bonner, Clerk of Commission

WASTE MANAGEMENT, INC.

Date:

_____
(Print)_____
as its _____

Coastal Contract-Copy of executed Amendment2

SECOND AMENDMENT TO AUGUSTA, GEORGIA SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT

THIS SECOND AMENDMENT to the Augusta, Georgia Solid Waste and Recyclables Collection Agreement with an effective date of August 7, 2012 (the "Agreement"), by and between Augusta, Georgia and Inland Waste Solutions (f/k/a Inland Service Corporation) d/b/a/ Orion Waste (hereinafter collectively referred to as the "Parties"), is made and entered into this 12th day of October, 2021 to be effective as of 12:01 a.m. on January 1, 2024.

WHEREAS, the Parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Agreement, then, notwithstanding any term in the Agreement, the following terms and conditions govern and control the rights and obligations of the parties.

NOW, THEREFORE, in consideration of the Parties agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to amend the Agreement as follows:

1. **Section 2.1 Performance Commencement** is hereby amended to add the following as the last sentence of Section 2.1:

> The Parties are exercising the Second Renewal Term of January 1, 2024 to December 31, 2025 in the manner as provided in this Section 2.1 of the Augusta, Georgia Solid Waste and Recyclables Collection Agreement.

2. **Section 8.2.5 Additional CNG Infrastructure** is hereby amended to add the following as the last sentence Section 8.2.5:

> The Parties hereby mutually agree that Contractor shall continue such payments in the amount of $55,909.49 per month during First Renewal Term from January 1, 2022 to December 31, 2023, and the Second Renewal Term from January 1, 2024 to December 31, 2025.

3. **Section 7.3 Non-Contract Waste** is hereby amended to add the following as subsection (c):

> c. Contractor agrees to bring any non-contract putrescible waste collected or under its control within Richmond County and the surrounding areas (the CSRA Geographical Region) to the Augusta Landfill, or any other facility designated by Augusta.

4. All other terms of the Augusta, Georgia Solid Waste and Recyclables Collection Agreement shall remain in full force and effect.

5. This Agreement Amendment is not effective until fully executed by all Parties.

6. This Consent may be executed in two or more identical counterparts, which, when delivered, shall constitute one in the same instrument and shall be enforceable as if all Parties had executed a single document. To expedite the execution of this Consent, the Parties agree that this Consent may be signed by hand or by electronic means on the signature line of this document. The Parties agree that all such signatures shall be fully binding and that the counterpart signatures may be transmitted by mail, hand delivery, email and/or by any other electronic method to the other party or counsel of record for the party and will have the same binding effect as any original ink signature. It is further agreed that this Consent shall be fully effective when signed by all Parties hereto.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first written above.

AUGUSTA, GEORGIA

Date: October 12, 2021

Hardie Davis, Jr., Mayor

Attest:

Lena J. Bonner, Clerk of Commission

INLAND WASTE SOLUTIONS

Date: OCTOBER 11, 2021

As its: DEAN KATTLER, CEO

GWS Response Letter Dated February 23, 2023

WM Augusta Hauling

208 Prep Phillips Drive
Augusta, Georgia 30901-1700

February 23, 2023

VIA EMAIL AND CERTIFIED MAIL

Hameed Malik, Ph.D., PE
Director Engineering & Environmental Services
Engineering Administration
452 Walker Street, Suite 110, Augusta, GA 30901
(706) 796-5040

Re: Draft agreement between; Georgia Waste Systems, LLC & City of Augusta, GA

Dear Doctor Malik,

Georgia Waste Systems, LLC, dba Waste Management of Augusta Hauling ("GWS") received your proposed draft extension agreement via email on February 21st, 2023. This new draft was unexpected, since per your earlier request on January 19th, and at prior meetings, GWS sent you a proposed amendment for the City's consideration on January 31st. Now, you inform us in your February 21st email that our draft amendment was never going to be considered by the City due to a prior decision by the Commission, despite significant time and effort spent preparing this draft per your request.

Notwithstanding the foregoing, GWS has reviewed your proposed draft amendment, and respectfully cannot agree to the proposed terms for the following reasons:

- ***Section 7.3 Non-Contracted Waste-*** *Contractor agrees to bring any non-contract putrescible waste collected or under its control within Richmond County and the surrounding areas (the CSRA Geographical Region) to the Augusta Landfill, or any other facility designated by Augusta.*

GWS strenuously objects to any form of flow control mandates for waste volumes. The original Agreement gave GWS the right, **but not the obligation**, to bring Augusta non-contract waste collected, or under its control, where economically feasible, in the areas surrounding Richmond County. GWS cannot agree to modify this provision such that it makes such waste diversion mandatory. Further, there is legal precedent which deems such flow control provisions unlawful.

- ***8.2.6 Additional Capital Costs.*** *The Parties hereby mutually agree that the Contractor Shall make payments in the amount of $55,909.49 per month during the First Renewal*

WM Augusta Hauling

208 Prep Phillips Drive
Augusta, Georgia 30901-1700

Term from January 1, 2023, to December 31, 2023, and the Second Renewal Term from January 1, 2024, to December 31, 2025.

GWS cannot absorb any other imposed costs by the City. In the past 24-months, our company has experienced exponential cost increases from the CDL Driver Shortages, Lagging Pandemic Effects, and other Inflationary down-stream cost pressures. Agreeing to this proposed agreement modification would equate to GWS providing its services to Augusta at a loss, which it is unable to do.

In closing, GWS will honor our existing agreement with the City through December 31st, 2023. It was our great hope to come to a mutually beneficial arrangement with respect to an extension of the pre-existing Agreement, but failing that, we suggest the City issue a new RFP, which will allow GWS and other vendors to fairly participate and be considered for waste collection services to the City.

Respectfully,

George Council
Senior Account Executive Public Sector
(803) 600-8721

cc : Michael J. Holbrook, Public Sector Director, SA
Eric Wakefield, Operations Director, SA
Christina Deangelis, Senior Legal Counsel

Waste Collection Contract-Section 8-Media and Capital Cost

Disposal of Recyclables will be provided by Augusta at no charge to the Contractor for all materials delivered to the Designated Recycling Facility.

7.2.3 Damages

If the Contractor delivers Recyclables to the landfill, Damages in the amount of five hundred dollars ($500.00) per incident will be assessed.

7.3 Non-Contract Waste

Beginning on the Effective Date, the Contractor servicing Designated Collection Area 1 has the right to bring Augusta non-contract waste collected, or under its control, where economically feasible, in the areas surrounding Richmond County. The Contractor shall pay Augusta the standard volume based disposal rates from 0-5000 tons per month. The Contractor shall pay Augusta $17.00 dollars per ton on the 5001-10,000 tons per month. After that the standard volume based disposal rates shall apply.

a. The tons being charged at the reduced rate will factor into the standard volume based rates tonnages.

b. Augusta shall be entitled to the same CPI Adjustment as afforded the Contractor in Section 12.3. All the same general conditions of adjustment shall apply with the exception that Augusta does not have to provide notice as required under Section 12.3.1 (b).

7.4 Additional Non-Contract Waste

The Contractor, with Augusta's prior approval, may market Augusta's landfill in an effort to generate additional revenues for both the Contractor and Augusta. Negotiated disposal pricing must be approved by the Environmental Services Director and Augusta's Administrator.

SECTION 8 – MEDIA AND CAPITAL COSTS

8.1 Media Design and Distribution

Between the Effective Date and the Start Date, the Contractor shall provide a Media Design and Distribution firm capable of designing, distributing, and producing the following items. The estimated expense per Designated Collection Area awarded is $75,000.00. The schedule of such services shall be coordinated with Augusta to insure a timely implementation.

8.1.1 Internet Site

This shall include the acquiring and hosting of the domain name "augustasolidwaste.com". The website shall be interactive and capable of providing fill-able forms, customer service information, and educational items, at a minimum. The content will be coordinated, specified, and approved by Augusta. Said domain name will be transferred to free and clear to Augusta at the termination of this Agreement.

8.1.2 Truck Media

The Media firm will design, produce, and install various vehicle media and wraps as approved by Augusta. The Contractor shall bear all costs for the production and installation of media items on their collection vehicles. All vehicles shall state that they are fueled by CNG". See Section 6.6.1 for details.

8.1.3 Pamphlets, Handouts, Advertising, Public Service Announcements

The Media firm will be capable of designing pamphlets, handouts, large advertising pieces (such as newspaper advertisements and billboards), as well as Public Service Announcements at the direction and approval of Augusta.

8.1.4 Other Media

Augusta may utilize the funds for other media which may include newspaper advertisement, billboards, or other forms of advertisement or public relations as Augusta deems appropriate.

8.1.5 Annual Media

The Contractor will provide additional funds in the amount of $50,000 per year per Designated Collection Area for updates to the media items, as well as additional media items as Augusta deems appropriate.

8.2 Capital Costs

Between the Effective Date and the Start Date, the Contractor shall provide the following items per Designated Collection Area awarded.

8.2.1 Roll-Out Carts

The Contractor awarded Designated Collection Area One (1) and Designated Collection Area Two (2) shall each provide:

1. 8,000 96-gallon Cascade Engineering Roll-Out Carts to Augusta. Such Roll-Out Carts will be the same specification as Augusta currently owns. These Roll-Out Carts shall include in their cost, the RFID Chip, and Assembly and Delivery. These shall be provided prior to the Start Date.
2. 1,000 96-gallon Cascade Engineering Recyclables Carts. Such Recyclables Carts will be the same specification as Augusta currently owns. Those Recyclables Carts shall include in their cost, the RFID Chip, In-mold recycling label and delivery to Augusta's Solid Waste Facility. These shall be provided prior to the Start Date.
3. At a mutually agreeable time, 2,000 96-gallon Cascade Engineering Roll-Out Carts to Augusta. Such Roll-Out Carts will be the same specification as Augusta currently owns. These Roll-Out Carts shall include in their cost, the RFID Chip and delivery to Augusta's Solid Waste facility.
4. At a mutually agreeable time, 2,500 96-gallon Cascade Engineering Recyclables Carts. Such Recyclables Carts will be the same specification as Augusta currently owns. Those Recyclables Carts shall include in their cost, the RFID Chip, In-mold recycling label and delivery to Augusta's Solid Waste Facility.

The Contractor awarded Designated Collection Area Three (3) shall provide, prior to the Start Date, spare parts from Cascade Engineering. This shall include 30 pallets of wheels and axles, as well as 200 bars, and 200 Recyclables Cart lids. All items will be of a size and type to match the existing Augusta inventory.

8.2.2 Management Software

A one-time fee of $100,000 for software licensing, set up, and integration will be provided at the inception of the contract per Designated Collection Area. Each contract year thereafter, $50,000 will be provided for ongoing licenses, technology support, and programming per Designated Collection Area.

8.2.3 Hand-Held Solutions

Three portable Windows CE-based hand-held devices will be provided to Augusta for their use in support and management of this Contract per Designated Collection Area. The devices will be capable of integrating with the on-board vehicle units and will be equipped with RFID readers, signature capture, and the ability to enter data. This shall include the cost of any monthly access or service fees.

8.2.4 CNG Station

The Contractor awarded Designated Collection Area One (1) and Designated Collection Area Two (2) shall design and build a CNG station for the use under this Agreement. Such station shall be designed with Augusta's input. For Designated Collection Area One (1), a one-time fee of $2,650,000.00, for Designated Collection Area Two (2), a one-time fee of $2,650,000.00, for the development of CNG and LFG infrastructure, at an Augusta identified location and constructed by a mutually-agreed upon contractor. The CNG stations shall be operational by January 18, 2013, and on or before that date, the title to such property, equipment and improvements shall be transferred to Augusta, free and clear. Specifications for the construction of the station shall be provided once the Contract is awarded.

8.2.5 Additional CNG Infrastructure

The Contractor awarded Designated Collection Area Two (2) and Designated Collection Area Three (3) shall provide an additional $2,650,000.00 for Augusta's use. Such funds shall be paid in the fifty fourth (54) month of the Agreement.

8.3 Annual Survey

An annual customer satisfaction survey that will be administered by a professional survey company selected by Augusta and paid for by the Contractor. This survey will target areas where service problems or poor participation are observed, and for the purpose of this Contract is valued at $15,000.00 per Designated Collection Area.

Augusta will evaluate the results of the survey in conjunction with the profile of the key performance measures to determine the overall performance of the Contractor. Augusta will review the results of the Monthly Performance Summary with the Contractor on at least a quarterly basis and the Contractor agrees to implement measures as necessary to improve areas identified as requiring improvement. The Contractor recognizes that these results will be compiled by Augusta and may be presented internally or publically.

Contractor acknowledges that its performance relative to the Monthly Performance Summary shall not be construed to mean that the Contractor is meeting its performance obligations as required by this Agreement. Should the Contractor not comply with any other material provision of this Agreement, Augusta may declare the Contractor in default notwithstanding its performance levels relative to the Monthly Performance Summary.

8.4 Unused Funds

Any unused funds from the activities in this Section shall be credited to Augusta on the final statement of each year.

SECTION 9 - CUSTOMER SERVICE

9.1 Requests for Service

Augusta's Customer Care Center is responsible for receiving Customer inquiries, Requests for Service, and complaints related to service in the Service Area. Upon receipt of a call requiring follow-up by the Contractor, the Customer Care Center will prepare a Request for Service form and send such forms

Commission Meeting

June 6, 2023

Engineering Services for Drainage Study, Stormwater System Assessment and Drainage Improvement Projects – Forrest Hills Subbasin
Alfred Benesch & Company Task Order Three- RFQ 19-148
File Reference: 23 – 014(A)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik

Caption: Approve Task Order Three funding for Forrest Hills Drainage Basin Drainage Improvements Engineering Services Agreement to Alfred Benesch & Company (Benesch) in the amount of $37,460.00 as requested by the Engineering. RFQ 19-148

Background: Stormwater conveyance concerns are wide spread and particularly in older developed areas. The objective of Drainage Improvements projects in area experiencing localized flooding is to provide infrastructure improvements that mitigate the flooding conditions in these areas. On May 7, 2019 Commission approved the award of Engineering Services for Drainage Study, Stormwater System Assessment and Drainage Improvement Projects Engineering Services Agreement to four qualified firms including Benesch. Basin-wide drainage assessment is complicated in scope, hence Augusta Engineering (AE) adopted a phased approach to release work under a Task Order format completing system condition & capacity assessment in a cost effective way, and at the same time collecting field assets data using AE stormwater assets management data collection AE guidance & protocol.

Analysis: Due to lack of area specific drainage information, specific improvements cannot be identified without detailed survey and engineering analysis of drainage system and hydrological condition at impacted area. Phase approach is adopted for completing the study. Task Order One consisted of defining boundaries of Forest Hill area drainage basin and Task Order Two completed enhanced concept design for Bussey Road sub-basin as directed by the Augusta Commission. Task Order three (3) will be storm sewer system detailed data collection in the subbasin targeted area 1.

Financial Impact: Stormwater Utility Funds.

Alternatives: 1). Do not approve and abundant the project.

Recommendation: Approve Task Order Three funding for Forrest Hills Drainage Basin Drainage Improvements Engineering Services Agreement to Alfred Benesch & Company

(Benesch) in the amount of $37,460.00 as requested by the Engineering. R
148

Funds are available in the following accounts: ($37,460.00) 581044320-52.11120 - Stormwater Utility Funds

REVIEWED AND APPROVED BY: HM/SR

Alfred Benesch & Com
1005 Broad Street, Suite 200
Augusta, GA 30901
www.benesch.com
P 706-722-4114
F 706-722-6219

April 27, 2023

Augusta Engineering Department
Attention: Mr. Moe Mahgoub, M.Sc., PMP
452 Walker St., Suite 130
Augusta, Georgia 30901

Reference: Forest Hills – Database Collection – Study Area 1
Proposal for Engineering Services (BEN #P2319114)

Mr Mahgoub:

Benesch appreciates this opportunity to present a proposal for professional engineering services in relation to the Database Collection phase of the Forest Hills Drainage Study. As discussed, the existing GIS database needs a comprehensive update within the study area. Although the general drainage patterns have been identified in the earlier phases of the study, the existing stormwater database needs an extensive update to meet the new GIS standards developed by the Augusta Engineering Department (AED). As part of these services, we have teamed with Toole Surveying to provide surveying services and Williams Sewer and Drain to provide exploration services. Our project approach, project assumptions, fee summary and schedule are further outlined below.

Project Background and Approach

Benesch has prepared the project scope based on a scoping meeting with the Augusta Engineering Department (AED) staff on February 9, 2023. Development of a comprehensive stormwater database in Study Area 1 will be completed in this phase of the services. Data Collection Area 1 is defined as including the eastern portion of drainage basin 10 as well as drainage basin 14 (Langford Middle School) from the initial Forest Hills Drainage Study. A map of Study Area 1 is attached. Benesch staff will use Arrow handheld units to locate the existing stormwater infrastructure. Toole Surveying will complete a ground run survey of selected structures, approximately 10% of the total identified in the basin, to provide baseline elevations to help determine the tolerances from the GIS locations. Once the database is completed and verified, this information will be used to develop a complete SWMM model to be used for the basin.

This proposal includes services for Database Collection and Surveying Services for Study Area 1 within the Forest Hills Drainage Study Area. Specific tasks to be completed during each of these phases have been outlined below and on the attached man-hour task sheet.

Database Collection

Tasks associated with Database Collection include:

- Benesch will initiate the task by facilitating a kickoff meeting with AED staff to confirm the project area, processes for capturing data, and transfer of data to AED.

- Current GIS information estimates approximately 200 drainage structures within Study Area 1.

- Benesch will then locate stormwater management systems assets within Study Area 1. This will include Storm Structures, Storm Pipes, Storm Ditches, and Storm Ponds. Data will then be processed in ArcGIS software and submitted to AED.

- The collection of attributes will be completed to the greatest extent possible, but there will be circumstances where field conditions make it difficult to populate every field in the database. When/if this occurs, these features will be noted in the database as described in the SOP and will include justification and/or a recommendation for the type of action needed. This may include structures or pipes that could not be opened, buried, or paved over as well as features that could not be examined due to sediment, water, vegetation, or other obstructions. Benesch will provide AED with a list of these features as part of the periodic updates. If AED addresses the recommended action, the feature could be tagged for re-inspection. Benesch will also determine system connectivity as part of the data collection process. In areas where connectivity cannot be confirmed, Benesch will recommend further investigation methods to assist with confirming pipe connections. This could include TVing the pipes, smoke testing, dye testing, etc.

- Upon acceptance of the data, Benesch will provide a supplemental proposal to complete database collection for the next sub-basin within the study area and SWMM model development using the data collected in Study Area 1.

Surveying Services

Tasks associated with Surveying Services include:

- Toole Surveying Company will survey approximately 10% of the structures located within the sub-basin. Survey data proposed by Toole Surveying includes the following:
    - Structures will be located using state/plane coordinate system, NAD83 Datum.
    - Vertical Datum used will be NAVD 1988.
    - 20 structures selected will be selected within the basin will be selected to be surveyed.
    - Survey information includes:
        - Structure type and location.
        - Top of structure elevation.
        - Invert elevation of the structure.
        - Invert elevations of pipes coming into and leaving the structure.
        - Size and material of pipes coming into and leaving the structure.

- Benesch will compile the information collected in the field along with the survey data to put together a GIS file for submittal to AED.

Storm Sewer Exploration

Tasks associated with Storm Sewer Exploration include:

- If AED staff is unable to assist in exploration services of the existing storm lines, Benesch will include the services of Williams Sewer and Drain to provide the following services to aid in exploration in the existing storm sewer lines:
    - **Confined Entry Services** – Physical entrance into manhole structures to investigate and install exploration equipment, should it be inaccessible from the ground.
    - **Smoke Testing** – This will include using a fan to blow smoke through the storm lines to determine connectivity.

- **Mobilize Camera Service (CCTV) –** This will include the use of a crawler camera to inspect existing storm sewer lines and determine connectivity.

- An allowance of $10,000 has been established to work against should these services be required. This fee was estimated based on the following assumptions:

  - Confined Space Entry = $375 / Hr.
  - Smoke Testing = $2,000 / Day
  - Mobile Camera Service (CCTV) = $3,000 / Day

Project Assumptions:

- GIS data will be collected per the current version of the Stormwater Geodatabase Documentation & Standard Operating Procedures, developed by the Augusta Engineering Department.

Project Exclusions:

Benesch understands the following services are not included in this contract. Should any of these services be requested, Benesch will provide a supplemental fee for approval. No work will be completed without a written notice to proceed:

- Project Identification/Concept Report
- Public Involvement.
- Property Owner Meetings.
- Stormwater modeling and design.
- Private Utility Locate.
- SUE Services.

Project Fee Summary:

The attached manhour estimates provide a detailed outline of services in which we will work time and materials against a not to exceed value. Please see below for a summary of fees per phase of work:

Database Collection:	$ 24,260.00
(Toole Surveying)	$ 3,200.00
Strom Sewer Exploration (Allowance)	$ 10,000.00
Total Proposed Budget:	**$ 37,460.00**

Schedule:

Upon Notice to Proceed, Benesch will provide a full schedule outlining the plan development process. In general, the following outlines an estimation of project duration:

1) Field Data Collection – 4 Weeks
2) Surveying Services – 4 Weeks
3) Process Data and Compile Database Information – 4 Weeks

Field Data Collection and Surveying Services will be activities will be completed concurrently if possible.

Again, we appreciate this opportunity to provide a proposal for the Augusta Engineering Department and look forward to continuing our work with the County. Should you have any questions please feel free to contact our office.

Sincerely,

Alfred Benesch & Company

Victor Conover, PE, CFM
Project Manager

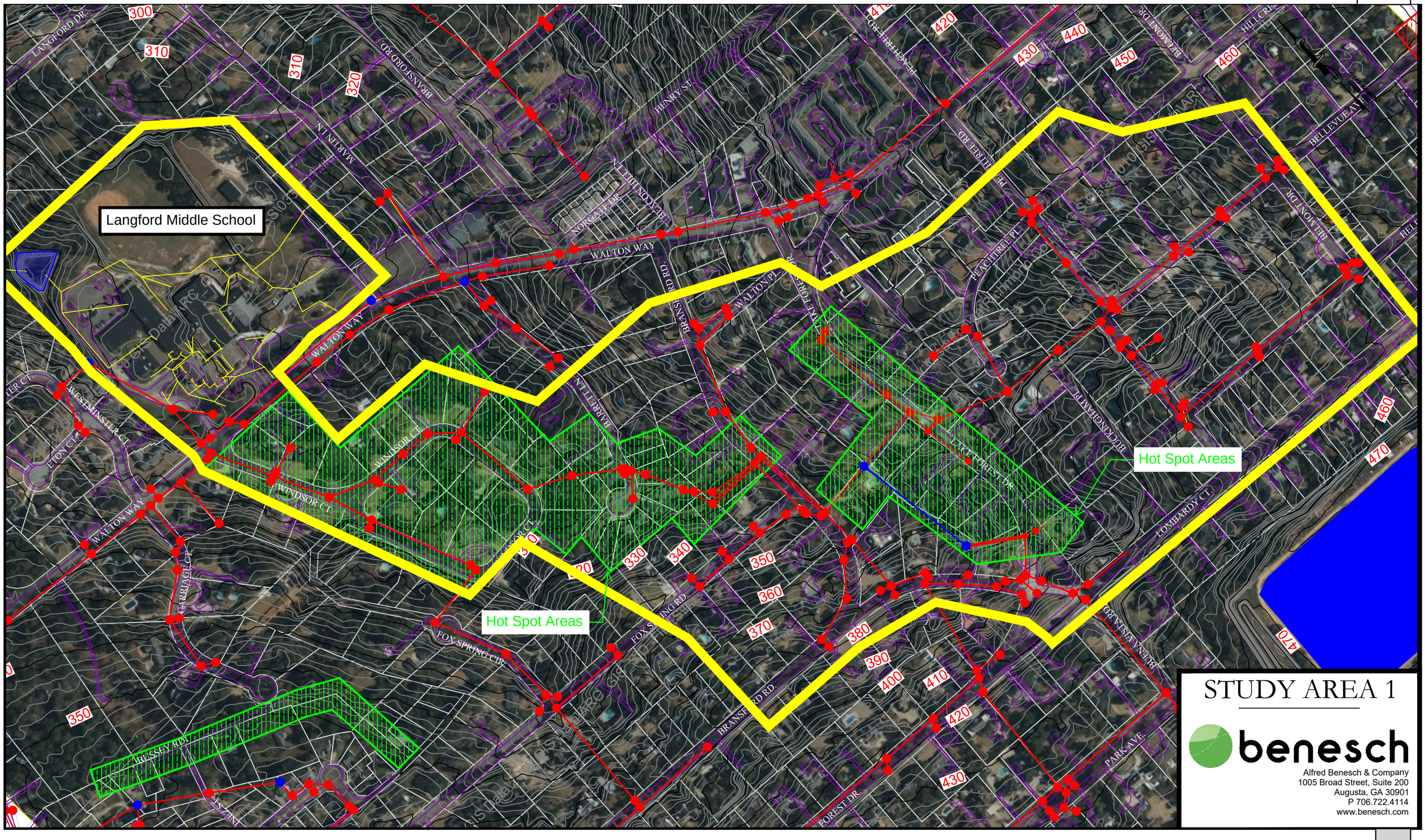
Attachments: Man-hour/Fee Estimate - 1 Page
Project Location Map – 1 Page

benesch

Date:	4/27/2023
Project Location:	Augusta, GA
Owner:	Augusta Engineering Department
Project Name:	Forest Hills Data Collection - Study Area 1
Benesch Proposal #:	P2319114

Item/ Task Description	Division Manager	Sr. Project Manager	Project Manager	Engineer	Designer	GIS Technician	Admin	Total
Database								
Project Management Coordinate Work/Contracts/Invoicing			16				4	20
Kickoff Meeting with AED			4	4		4		12
Initial Database Setup (Will not be required for future collection)			2	20				22
Data Collection			2	40		80		122
Storm Sewer Investigation			4			16		20
QA/QC			2	8				10
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Total =	0	0	30	72	0	100	4	206

Personnel	Est. Hours	Rate/Hour	Cost ($)	Totals
Division Manager	0	$235.00	$0.00	
Sr. Project Manager	0	$195.00	$0.00	
Project Manager	30	$170.00	$5,100.00	
Engineer	72	$145.00	$10,440.00	
Designer	0	$95.00	$0.00	
GIS Technician	100	$85.00	$8,500.00	
Admin	4	$55.00	$220.00	
Total per Rate Schedule			$24,260.00	$24,260.00
Subconsultant Costs	Number	Rate	Est. Cost ($)	
Survey and Database - Toole Surveying Company	1	$3,200.00	$3,200.00	
Storm Sewer Exploration Allowance	1	$10,000.00	$10,000.00	
Total Subconsultant Costs				$13,200.00
Total Proposed Fees				**$37,460.00**



STUDY AREA 1

benesch
Alfred Benesch & Company
1005 Broad Street, Suite 200
Augusta, GA 30901
P 706.722.4114
www.benesch.com

AUGUSTA-RICHMOND COUNTY
AUGUSTA ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT
SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	**581-044320-5211120**
Supplemental Agreement Number:	**3**
Purchase Order Number:	**19ENG796**

WHEREAS, We, **Alfred Benesch & Company Consultant,** entered into a contract with Augusta-Richmond County on "September 17, 2019", for the Forest Hills Drainage Basin Project No. 581-044320-5211120 File Reference No. 23-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Additional Funding to supplement Task Order Three

It is agreed that as a result of the above described modification the contract amount is increased by **$37,460.00** from **$176,669.00** to a new total of **$214,129.00.**

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Alfred Benesch & Company Consultant,** hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2023.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

_____
Honorable Garnett L. Johnson, Mayor

Approved: Date _____

ATTEST:

_____

Title: _____

ALFRED BENESCH & COMPANY

_____

Approved: Date _____
[ATTACHED CORPORATE SEAL]
ATTEST:

_____

Title: _____

RFQ Opening - RFQ Item #19-148
Engineering Services for Drainage Study, Stormwater System Assessment and Drainage Improvements Project for the Augusta, GA – Engineering Department
RFQ Due: Thursday, February 21, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 5
Total Electronic Notifications (Demandstar): 103
Pre Qualifications Conference Attendees: 20
Total packages submitted: 10
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify Number	SAVE Form	Original	7 Copies
BENESCH 1005 BROAD STREET SUITE 200 AUGUSTA, GA 30901	Yes	307873	Yes	Yes	Yes
GOODWYN, MILLS, AND CAWOOD, INC 6120 POWERS FERRY RD NW SUITE 350 ATLANTA, GA 30339	Yes	425070	Yes	Yes	Yes
MORELAND ALTOBELLI ASSOCIATES, LLC 2450 COMMERCE AVENUE SUITE 100 DULUTH, GA 30096	Yes	53328	Yes	Yes	Yes
EMC-ENGINEERING SERVICES 4424 COLUMBIA RD SUITE B MARTINEZ, GA 30907	Yes	324745	Yes	Yes	Yes
HUSSEY, GAY, BELL & DEYOUNG, INC, CONSULTING ENGINEERS 329 COMMERCIAL DR SUITE 200 SAVANNAH, GA 31406	Yes	398475	Yes	Yes	Yes
CONSTANTINE ENGINEERING, INC 1570 BROAD STREET SUITE C AUGUSTA, GA 30904	Yes	104087	Yes	Yes	Yes
JOHNSON, LASCHOBER & ASSOCIATES, P.C. 1296 BROAD STREET AUGUSTA, GA 30901	Yes	226309	Yes	Yes	Yes
W. K. DICKSON & CO. 1450 GREENE STREET SUITE 225 AUGUSTA, GA 30901	Yes	110665	Yes	Yes	Yes
CRANSTON ENGINEERING GROUP. P.C. 452 ELLIS STREET AUGUSTA, GA 30903	Yes	64684	Yes	Yes	Yes
ZIMMERMAN, EVANS AND LEOPOLD, INC 435 TELFAIR STREET AUGUSTA, GA 30901	Yes	257101	Yes	Yes	Yes

Commission Meeting

June 6, 2023

Wrightsboro Road Improvements Project
Design Services for Road Improvements and Reconstruction
(Highland Avenue to Marks Church Road)
RFQ Item: 19-238
File Reference: 23 – 014(A)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik

Caption: Approve supplemental funding (SA3) for Design Phase of the Design Consultant Services Agreement to CHA (formerly Wolverton & Associates, Inc.) in the amount of $25,000.00 for the Wrightsboro Road Improvements Project as requested by the Engineering. RFQ 19-238

Background: Wrightsboro Road Improvements project is an approved SPLOST project. The Wrightsboro Road Reconstruction Improvements project will provide pavement rehabilitation and shoulder improvements from Marks Church Road to Highland Avenue. The original scope includes topographic and drainage survey; preliminary environmental and stormwater studies; traffic studies to determine the need for signals, turn lanes, and midblock crossings; a review of bus accessibility and sidewalk compliance with ADA standards; and pavement rehabilitation design that will correct failing subgrade and improve rideability along the corridor. Also included is study of conventional and solar street lighting options. The project is in the letting phase. However, received bids are significantly higher than internal estimate of construction cost and it warranted bid cancellation.

Analysis: On December 3, 2019, Augusta Commission approved funding for design concept phase initial tasks. Project is ready for construction, however, due to escalation in construction cost, Augusta Engineering is reevaluating project original design and re-scoping it to complete roadway critical improvements first and construct axillary improvements later time as phase 2 construction. Supplemental funding needed for completing revised construction plans.

Financial Impact: Funds in amount of $25,000 available in Wrightsboro Rd SPLOST III funds.

Alternatives: 1). Do not approve and find alternative to complete the project.

Recommendation:	Approve supplemental funding (SA3) for Design Phase of the Design Consultant Services Agreement to CHA (formerly Wolverton & Associates, Inc.) in the amount of $25,000.00 for the Wrightsboro Road Improvements Project as requested by the Engineering. RFQ 19-238. .
Funds are available in the following accounts:	($25,000.00) 323-041110 – 52.12115 /296823309-52.12115 - Wrightsboro Rd SPLOST III Funds
REVIEWED AND APPROVED BY:	HM/SR

May 2, 2023

Dr. Hameed Malik
Assistant Director Engineering
City of Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901

RE: Wrightsboro Road – Pavement Rehabilitation Plan Revisions

Dear Dr. Malik:

Based on the construction prices of the proposed Wrightsboro Road project from Marks Church Road to Highland Avenue, it is our understanding that the project would be broken into two phases. Based on discussions with your team and an analysis of the plans, we have determined the most efficient way to phase this project without re-work in Phase 2. We propose the following:

Phase 1:

- Mill and inlay pavement from the end of the North Leg project to the eastern project limits past Highland Avenue.
- ADA improvements to sidewalk on the south side of Wrightsboro Road between Marks Church Road and Damascus Road. ADA improvements as needed on the north side of Wrightsboro Road between Damascus Road and Highland Avenue.
- Curb changes to remove deceleration/acceleration lane at Campus apartments. Curb changes at Vanover Drive to shorten the westbound right turn lane. Doing this work in Phase 1 will eliminate the need for any work in the roadway itself during Phase 2.
- Mast arm upgrades.
- Construct 450-ft of sidewalk on the south side of Wrightsboro Road between Wal-Mart and the start of North Leg project. This is needed to provide a complete pedestrian network on the south side between Marks Church Road and Damascus. Otherwise, peds would have to cross to the north side at Wal-Mart to continue to Damascus. This is an optional piece of the project that could be pushed to Phase 2 if circumstances warrant.

Phase 2:

- Complete the sidewalk per original design.
- Driveways reconstruction as needed for sidewalk design.
- Add lighting.
- Add landscaping.

As a note, we will consider the Phase 1 design to represent existing conditions. No as-built survey is proposed.

6745 Sugarloaf Parkway, Suite 100, Duluth, GA 30097
T 770.447.8999 • F 770.447.9070 • www.chacompanies.com

It is further our understanding the r/w acquisitions for this project are complete. Therefore, the proposed r/w and easements from the original set will be shown as existing and no r/w plans will be included.

This proposal is based on the following:

I. Task Order Description:

The purpose of this task order is to provide supplemental design services on Wrightsboro Road to split the project into two design phases.

II. Scope of Services:

Project Phasing

Based on the project phasing described, CHA will deliver two plans sets. The first will include construction plans for the scope defined in Phase 1. In general:

- Revised front ends sheets, including typicals
- Revised quantities
- Plans and profiles
- Cross sections
- Additional coordination with utilities and revised utility plans as needed
- Signal plans
- Single phase erosion control plans

Phase 2 plan set would include, in general:

- Revised front ends sheets, including typicals
- Quantities
- Plans and profiles
- Cross sections
- Utility plans (It is assume relocations would be as they were for original set.)
- Lighting plans
- Landscaping plans
- Retaining wall plans and envelopes
- Three-phase erosion control plans

III. Schedule:

It is our understanding in speaking with staff that it is the desire to re-let this project by the end of May. If immediate NTP is given, CHA will strive to meet that goal for just the Phase 1 plans. Phase 2 will be completed soon after, but it is understood that funding for construction of Phase 2 could take some time and we will work with the City on a deadline for that submittal.

IV. Fee:

This described scope of work will be completed for a lump sum fee of $25,000.00. Based on the amount of work to split this project into phases, we estimate that $18,000 would be needed to provide the Phase 1 set, and the Phase 2 set could be cleaned up for an additional $7,000. We do not plan to break the fee into Phases unless requested to do so by the City.

We hope this proposal adequately describes your needs for this project and we look forward to working with you to get a design-to-budget plan set on your timeline. Let me know if you have any questions or concerns about the proposed phasing.

Sincerely,

Leah G. Cassell

Leah G. Cassell
Senior Project Manager

Commission Meeting

June 6, 2023

Ellis Street Assessment

Department: Administrator's Office

Presenter: Takiyah A. Douse, Interim Administrator

Caption: Receive as information an update regarding Ellis Street Property Assessment & Supplemental Drainage Study. Discuss findings on observed conditions of each structure and discuss the defects and likely causes of the observed conditions.

Background: N/A

Analysis: The Augusta-Richmond County Commission (Commission) has received concerns from Ellis St. property owners relative to the flooding/water runoff from Calhoun Expressway. Since then, the Commission has approved and authorized steps to procure professional engineering services for (1) drainage system impact assessment on the 1900 Block of Ellis Street properties and (2) property structural assessments to determine the primary causes for any observed damage.

In September through October of 2022, Augusta conducted a drainage system study to assess reports of flooding conditions along Ellis St and develop a system improvement plan. Under the direction of the Augusta Engineering Department, professional engineering services were procured to perform a drainage system assessment and modifications to improve (redirect) storm water runoff in the area.

On December 6, 2022, the Commission approved supplemental engineering work to assess the structures between 1910-1946 Ellis St. The objective of the assessment was to determine if settlement or damage is evident and where possible, establish the potential cause(s) of any observed issues.

In January of this year, property assessments were completed by Cranston Engineering. The assessments included gaining access to crawlspaces, property surrounding each residence and interior spaces (where needed).

Financial Impact: No financial impact attributed to this agenda item.

Alternatives: N/A

Recommendation:	Receive as information an update regarding Ellis Street Property Assessment & Supplemental Drainage Study.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Engineering Study
for the
Ellis Street Property Assessment Project
Augusta-Richmond County, Georgia

Prepared for:

Augusta Engineering Department
452 Walker Street, Ste 110
Augusta, Georgia 30901

Prepared by:

CRANSTON

452 Ellis Street
Augusta, Georgia 30901

February 17, 2023

Table of Contents

1. Executive Summary 1
2. Structural Assessment 2
2.1. Discussion 2
2.2. Conclusion 6
3. Supplemental Drainage Study 7
3.1. Existing Conditions 7
3.1.1. Input Data 8
3.1.2. Results 9
3.2. Proposed Conditions 9
3.2.1. Input Data 9
3.2.2. Results 10
Appendix A 11
Appendix B 14
Appendix C 22
Appendix D 30
Appendix E 36
Appendix F 43
Appendix G 49
Appendix H 52
Appendix I 54
Appendix J 61
Appendix K 64
Appendix L 65
Appendix M 66

1. Executive Summary

The Augusta Engineering Department commissioned a property assessment to assess the conditions of the structures on the 1900 block of Ellis Street to determine if the drainage issues were contributing to potential structural issues. Representatives from Cranston, LLC visited the affected properties over the course of two days, January 5th, 2023, and January 11th, 2023. Cranston inspected the structures on the properties addressed 1910, 1912, 1914, 1916, 1924, 1926, 1932, 1936, 1938, and 1946 for a total of ten structures. Inspections included observations of the structures, both interior and exterior. Crawlspaces were also inspected if they were accessible.

This report describes the observed conditions of each structure and discusses the potential causes of the observed conditions. The assessments include overall construction and condition of the structures, including any structural defects observed. The report concludes by discussing potential causes of the observed structural defects. This report also includes recommendations to retrofit any of the structures, if needed.

Cranston also performed a supplemental drainage study utilizing preliminary engineering data from the Augusta Engineering Department's Concept Study of the Ellis Street project area and topographic/feature survey performed by Cranston survey staff on January 5th, 2023. This supplemental study was performed to evaluate site specific alternatives to improve the drainage system surrounding properties investigated during the structural assessment. Specific areas of focus included the existing concrete drainage ditch and drop inlet located at the rear of the 1910-1938 Ellis Street properties bordering John C. Calhoun Expressway and the existing drainage system on Ellis Street and Eve Street.

The existing drainage area is 5.95 acres of residential, paved, and vegetated areas which flow to two independent storm sewer systems. One system being a drop inlet and ditch, which outflows to a 60-inch diameter combined sewer main that flows to the north. This inlet is tributary to approximately 2.23 acres from the south and west. The other system is a storm sewer located on both Eve Street and Ellis Street and is tributary to approximately 3.72 acres. This system conveys flow to a 48 inch storm pipe located at the corner of Eve Street and Ellis Street that continues towards the 1800 block of Ellis Street to the east.

Following study of the existing Ellis Street drainage systems and hydrologic and hydraulic modeling, Cranston recommends improvements to the existing storm system on Eve Street and the westbound on ramp to John C Calhoun Expressway. The improvements would divert flow away from the ditch and drop inlet located at the rear of the Ellis Street homes. It is also recommended to update the existing storm system within the Ellis Street right of way to provide adequate positive drainage.

2. Structural Assessment

The properties inspected on Ellis Street consist of single-family dwellings built in the early 20th century with most of the homes constructed before 1921. Many of the structures had at least one if not two additions. The construction dates of these additions are unknown.

The structures primarily consist of clay masonry piers supporting light framed wood construction. The floor construction consists of rough sawn timber girders supporting dimensional lumber floor joists and the subfloor/finished floor. The spacing and layout of the floor framing varies among the homes, and the subfloor, where observable, consists of diagonal deck boards. The majority of the observed walls consist of light-framed wood bearing and shear walls, with some additional concrete masonry unit (CMU) walls. Most of the CMU walls were used in construction of additions to the main structure. The roof construction consists of dimensional lumber rafters with exterior deck boards as sheathing, finished with either shingles or sheet metal. Selective demolition to expose foundations was not included, thus foundations were not visible, although it is assumed the foundations consist of shallow, reinforced concrete.

On almost all structures, clay masonry veneer (brick) was infilled between piers to enclose the crawlspaces between the clay masonry piers. The curtain walls are either constructed with clay masonry or un-grouted CMU and are not supported by a strip footing. It is assumed these walls were added to enclose and protect the crawl spaces. Finally, it appears some of the structures had modern CMU piers and dimensional lumber framing installed previously, perhaps as previous repairs, to function as intermediate supports to the original framing.

From our observations, there were some common defects shared amongst the homes. While some homes presented more severe damage, each of the following conditions was observed to some degree in all homes. Most of the interior structural damages observed were in the form of wall cracking and unlevel/sagging floors. Cracking was observed on interior walls and ceilings in almost all the homes inspected. There were also many doors that would rub when opened or closed due to either the floor being unlevel or the door frame shifting. Many of the homes' floors were sagging or bowing, a few also had a significant vibration when walked across. The most common exterior defects observed were the failure of curtain walls between the masonry piers, and the cracking of front porch slabs/steps.

2.1. Discussion

One of the main drivers in structural defects such as those observed in the Ellis Street properties is a phenomenon called differential settlement. This occurs when different portions of the structure settle at different rates. This can result in the buildup of internal compressive and tensile stresses in locations where they may have not been anticipated. This can lead to cracking and warping of materials depending on the material's stiffness. Differential settlement can come from a myriad of causes. From nonhomogeneous or improperly compacted soils to load redistribution on a structure, differential settlement is a common occurrence and will almost always exist. Age of the structure plays a significant factor in both the amount of settlement that occurs and the visual evidence of this process. Differential settlement can play a key role in interior cracking, as elements of the structure settle at different rates they can try and separate from each other causing cracks to show in brittle materials such as drywall or paint.

Another cause to some of the observed structural degradation in the observed properties was the unsealed building envelope. In many observed cases, there was evidence of current and/or existing leaks in the roofs, and holes in both the walls and floors. Many of the building materials in these structures are not made to withstand the elements, so upon exposure to excess moisture and temperature, these materials degrade at an accelerated rate. There was also evidence of termite damage in some of the structures. These damages again largely affect the overall performance and rate of degradation of the structure.

As for the sagging/unlevel floors, this can be caused by a few different factors. The first, previously addressed cause could be differential settlement. As different supports settle at different rates, this can cause the floor system to deflect excessively. Due to the material having a much lower stiffness than concrete and drywall, cracks are not as apparent in the actual wood floor system, rather higher deflection will be noticed. The next potential cause could be improper design. Some of the floor system observed from crawlspaces appeared to have joist spans/spacing approaching/exceeding what could be argued as the limits for those sized members in conventional framing. We understand that the dimensional and rough-cut lumber used at the time of original construction had higher design properties than the modern lumber used today, however this could potentially be a cause for approaching and even exceeding those deflection limits.

Another potential cause for the unlevel floors is a phenomenon called creep. This is the time-dependent deformation of loaded members undergoing elastic deformation. According to the *National Design Specification for Wood Construction,* under long-term loading, the expected (average) deflection for seasoned lumber and unseasoned lumber would be one and a half (1.5) to two (2) times the initial deflection, respectively. Long term loading also causes a permanent deformation of approximately one half (1/2) of the creep deflection. Listed below are the specific properties and their respective observed structural defects.

Overall, the structures were in fair to poor condition relative to the age and type of construction. Portions of some structures were inhabitable and unsafe due to partial damage or partial demolition and repair.

1910 Ellis Street, Augusta, GA: Constructed – 1911

This structure was the most dilapidated of the structures inspected. The owner stated that there were renovations that had begun and stopped multiple times in the past few years. Most of the damages were internal and were caused from the lack of protection from the elements.

See Appendix A for representative photographs.

1912 Ellis Street, Augusta, GA: Constructed – 1921

This structure mainly contained structural defects mentioned in the “Background” section. However, there was a column/pier that was experiencing a tipping settlement at the front porch. This is where the foundation in essence rotates as one side of the in situ or compacted fill beneath the footing provides an uneven bearing capacity as the loads distribute through the footing.

See Appendix B for representative photographs.

1914 Ellis Street, Augusta, GA: Constructed – 1944

Most of the interior damages observed in this structure were the result of a busted hot water heater in the attic. The floors that were unlevel tended to slope towards the fireplace area. Few cracks were able to be observed due to the water damage.

See Appendix C for representative photographs**.**

1916 Ellis Street, Augusta, GA: Constructed – 1944

This property had the most accessible crawlspace of all properties assessed. Beneath this home, we observed a combination of older clay masonry piers/rough cut timber framing with newer CMU piers/dimensional lumber framing. The newer piers/framing were placed between the original joist supports to function as intermediate supports. From the crawlspace you could see light entering between the top of the CMU curtain wall and the floor in multiple locations.

See Appendix D for representative photographs.

1924 Ellis Street, Augusta, GA: Constructed – 1906

This structure contained no other structural defects other than the generic issues listed in the "Background" section.

See Appendix E for representative photographs.

1926 Ellis Street, Augusta, GA: Constructed – 1906

This structure contained no other structural defects other than the generic issues listed in the "Background" section.

See Appendix F for representative photographs.

1932 Ellis Street, Augusta, GA: Constructed – 1916

We were unable to access the interior of this home during our site visits. From the exterior no other structural defects other than the generic issues listed in the "Background" section were observed.

See Appendix G for representative photographs.

1936 Ellis Street, Augusta, GA: Constructed – 1906

We were unable to access the interior of this home during our site visits. From the exterior no other structural defects other than the generic issues listed in the "Background" section were observed other than a partial separation between two portions of the rear of the home.

See Appendix H for representative photographs.

1938 Ellis Street, Augusta, GA: Constructed – 1906

The resident of this home stated, "the floors were fixed in October of 2021, and they were starting to sag again." We were unable to verify what floor repairs had been done during our visit. This structure contained no other structural defects other than the generic issues listed in the "Background" section.

See Appendix I for representative photographs.

1946 Ellis Street, Augusta, GA: Constructed – 1969

There was evidence that there had been cracks painted over on the interior of this home. The exterior was solid brick which showed cracking in multiple locations, but overall, this residence was in good condition and contained no other structural defects other than the generic issues listed in the "Background" section. We were unable to verify if the construction was different than the other homes inspected.

See Appendix J for representative photographs.

2.2. Conclusion

Considering the age of these structures, many of the cracks observed appear to have been caused by differential settlement. As for the unlevel floors, this could easily be attributed to any of the three potential causes previously discussed. We believe that the substantial deflections in the floor systems are caused by a combination of inadequate design and differential settlement. We witnessed previous remediation attempts to correct the floor deflection issues under some of the structures. These structures had original clay masonry piers with rough cut lumber as framing, but we observed concrete masonry unit piers and modern dimensional lumber functioning as intermediate supports for some of the floor joist systems. The structure with the least amount of damage was 1946 Ellis Street. This home was constructed in 1969 and is the newest construction of the homes inspected. We conclude that the current structural problems with these properties have been ongoing for an extended period of time and are not directly related to the current conditions.

The common occurrence of the curtain wall failures around the perimeter of the homes were determined to be non-structural. Most, if not all of these walls were not attached to a strip footing at their base and were not adequately secured at the top. This caused many of the curtain walls to lean, crack, or even completely fall over.

Depending on the soil type, an influx of water could speed up the process and increase the severity of differential settlement. However, with the known age and observation of the damages, we do not attribute the entirety of the structural defects to the drainage issues. While this may have well accelerated and worsened some of the issues, they likely would have occurred absent of any draining issues. We recommend consulting with a geotechnical engineering firm to test and evaluate the surrounding soils in this area. This could provide insight on how the soils behave with additional water in the system and if this has any effect on the bearing capacity and soil consolidation/settlement rate.

We appreciate the opportunity to provide structural engineering services for you and stand prepared to discuss any aspect of the results of our analysis or recommendations as necessary. Please contact us at your convenience should you have any questions regarding any aspect of the project.

Sincerely,

CRANSTON, LLC



Robert C Still, Jr., P.E., S.E.

Marissa N Jordan, P.E.

Scott E Sherman, Jr., E.I.T

3. Supplemental Drainage Study

Localized flooding has been reported via complaints made by the residents of the 1900 block of Ellis Street. The City of Augusta Engineering Department requested a drainage study to confirm the observed conditions and develop improvement recommendations. The study area encompasses the 1900 block of Ellis Street and limited 300 block of Eve Street. The specific area of study is limited to the Ellis Street properties bordering the John C. Calhoun Expressway (street addresses 1910 to 1938) and Entrance Ramp from Eve Street to John C. Calhoun Expressway. A breakdown of the study area can be found on sheet C100 in Appendix K of the Plans provided.

On August 15th, 2022, Cranston visited the site to observe existing conditions. A follow up meeting to discuss said conditions and possible solutions was held with the Augusta Engineering Department. Conceptual evaluation and solutions were developed.

On November 10th, 2022, a concept drainage study report based upon limited field survey, GIS data provided by the City, and historical documentation was submitted to the Augusta Engineering Department. This report ultimately recommended improvement to the existing storm system at the intersection of Eve Street and the entrance ramp to John C. Calhoun Expressway.

On January 25th, 2023, Cranston visited the site to observe existing conditions during a rain event.

The purpose of this supplemental study is to evaluate site specific alternatives for improving drainage system conditions south and north of the residential properties noted within the study area. The existing concrete drainage ditch and drop inlet located at the rear of the 1910-1938 Ellis Street properties bordering John C. Calhoun Expressway were evaluated as part of the report delivered on November 11th, 2022. The storm sewer system along Ellis Street is the focus of this study.

A topographic and feature survey of the project area was performed by Cranston. An existing conditions model was created to evaluate the capacity of the existing system during peak flow events using the Rational Method. Inputs to this model include runoff coefficient, drainage area, time of concentration, rainfall intensity, and inlet characteristics. Using the feature survey, the existing drainage system network was mapped and modeled in Hydraflow Stormsewer. Weighted runoff coefficients of the basin were defined using soil data provided by the United States Department of Agriculture and surface definitions recommended in the Georgia Stormwater Management Manual, 2016 Edition. Time of concentration was calculated using the TR-55 method.

3.1. Existing Conditions

The existing drainage area is comprised of six Subbasins. Subbasin 1, which includes the backyards of the residential properties on the south side of Ellis Street and a majority of the John C. Calhoun Expressway westbound on ramp currently drains to a concrete ditch which conveys flow to a drop inlet that connects to a, what is assumed to be, 60 inch combined sewer main. This assumption is based on historical documentation provided by the Augusta Engineering Department. Subbasins 2 through 4 drain to an existing storm sewer system, which flows to the north and outfalls to a 48-inch storm pipe at the intersection of Eve Street and Ellis Street. This system continues east. Subbasins 5 and 6 drain to a dilapidated storm system with multiple negatively sloped pipes and undersized inlets located on Ellis Street. This system shares the same 48-inch storm pipe outfall as the system on Eve Street. See sheet C101 in Appendix K for existing subbasin delineation.

The Ellis Street system includes two existing hood back trap inlet structures located within the right of way (labeled EX-B1 and EX-B2 on Sheet C100 of Appendix K) and connect to a system of manholes that follow the centerline of Ellis Street flowing to the east through a 24-inch diameter pipe.

3.1.1. Input Data

Rainfall intensity data can be found in Table #1. Table #2 denotes the input data used to model the existing storm sewer system. Please note that the 25-year storm event is the design storm for the purposes of this study.

Table #1: Precipitation frequency estimates with 90% confidence intervals

Storm Event (year)	Rainfall Intensity (in/hr)
2	3.46
5	4.32
10	5.06
25	**6.12**
50	6.96
100	7.83

Note: Rainfall Intensities referenced from NOAA.

Table #2: Existing Drainage Conditions

Structure Name		EX-B1	EX-B2	EX-B3	EX-B4	EX-B5	EX-B6
Drainage Subbasin Characteristics	Drainage Area (ac)	2.52	0.14	0.50	0.10	0.46	2.23
	Weighted Runoff Coefficient	0.57	0.85	0.85	0.95	0.20	0.33
	Inlet Time (min) TC	8.7	5.0	5.0	5.0	5.0	17.5
	Subbasin	Subbasin 5	Subbasin 2	Subbasin 6	Subbasin 3	Subbasin 4	Subbasin 1
Inlet Characteristics	Inlet Type	Drop Curb	Curb Inlet	Drop Curb	Curb Inlet	Drop Curb	Drop Curb
	On Grade/ Sag	Sag	On Grade	Sag	On Grade	Sag	Sag
	Bypass Structure	Offset	-	-	EX B2	-	-
	Inlet Length (ft)	16	12	16	12	16	16
	Throat Height (in)	4	4	4	4	4	4
	Cross Slope, Sx (ft/ft)	0.0045	0.008	0.074	0.013	0.020	0.020
	Local Depression (in)	0	0	0	0	0	0
	Gutter Width (ft)	2	2	2	2	0	0
	Longitudinal Slope SL (ft/ft)	-	0.008	-	0.013	-	-
	Manning's n Value	0.013	0.013	0.013	0.013	0.013	0.013
Pipe Characteristics	Downstream Pipe	C6 - B2	C1 - B3	C6 - B1	C1 - B4	B5 - B4	-
	Downstream Pipe Slope (%)	3.81	2.00	6.05	7.46	3.98	-
	Manning's n Value	0.013	0.013	0.013	0.013	0.013	0.013

3.1.2. Results

The Ellis Street system does not provide sufficient capacity due to negatively sloped, undersized pipes, and insufficient inlet capacity. These conditions result in surcharging of the existing system within the Ellis Street right of way. As noted in the 11/10/22 report specific to the area south of the Ellis Street properties, the existing concrete ditch and drop inlet structure is insufficient for the existing flow conveyed from Subbasin 1. See sheet C100 in Appendix K for a plan view of existing conditions.

Results of the "Existing Conditions" model indicate flooding within the Ellis Street right of way. The Hydraflow report is located in Appendix L.

A separate model was created to evaluate the hydraulic capacity of the existing concrete ditch and drop inlet to the rear of the Ellis Street properties. Inlet control of the drop inlet was confirmed using flows calculated by the rational method and hydraulic capacity of the drop inlet using the standard orifice equation. This inlet control results in overtopping of the concrete ditch during a 25-year storm event.

3.2. Proposed Conditions

Through coordination with the Augusta Engineering Department, a site specific improvement was developed to upgrade the existing drainage system. The initial concept report recommended installation of catch basins and header curb along the John C. Calhoun westbound on ramp. A topographic survey of the area and additional hydraulic modeling was performed to provide a final concept plan. The results of this engineering work emphasized the need for rehabilitation of the storm system with the Ellis Street right of way.

Comprehensive improvements recommended in the concept report and those resulting from the supplemental study are noted below.

1. Construct a concrete header curb along the John C. Calhoun Expressway westbound on ramp to convey runoff to a new collection and conveyance system.
2. Construct a new storm drain system along the John C. Calhoun Expressway westbound on ramp, which will subsequently outfall to the existing storm system on Eve Street. This new system will include three catch basins which tie to the proposed header curb and a yard drain to provide positive drainage and conveyance at the north corner of Eve Street and the entrance ramp.
3. Construct two GDOT 1034d catch basins to replace the existing hood back traps on Ellis Street for increased inlet capacity.
4. Replace the undersized and negatively sloped pipes and four manholes along Ellis Street. This improvement will include a single manhole to tie to the new catch basins and a 36 inch pipe to provide conveyance to the 48 inch outfall to the east. A second manhole may be required to capture flows from a 6-inch drainage pipe of unknown origin that is possibly inactive.

3.2.1. Input Data

Please refer to "*Table #3: Proposed Drainage Conditions"* in Appendix L for input data used in the proposed conditions.

3.2.2. Results

The existing concrete ditch and drop inlet does not provide the inlet capacity necessary to collect from during the 25-year storm event. The recommended header curb will serve to convey flow to a new drainage system on Eve Street, thus reducing the contributing area to the existing drop inlet. This improvement results in a 21% reduction in peak flow during a 25-year storm event. Refer to the Existing and Proposed Hydraflow Express reports found in Appendix L for results.

Additionally, the existing hood back trap inlets and 24-inch storm system on Ellis Street do not provide adequate capacity and result in localized flooding due to inlet control and surcharging of system. The recommended 36-inch longitudinal pipe and inlets with increased inlet capacity, provide positive drainage and mitigate flooding during a 25-year storm event by maintaining the Hydraulic Grade Line below existing grade.

Appendix A

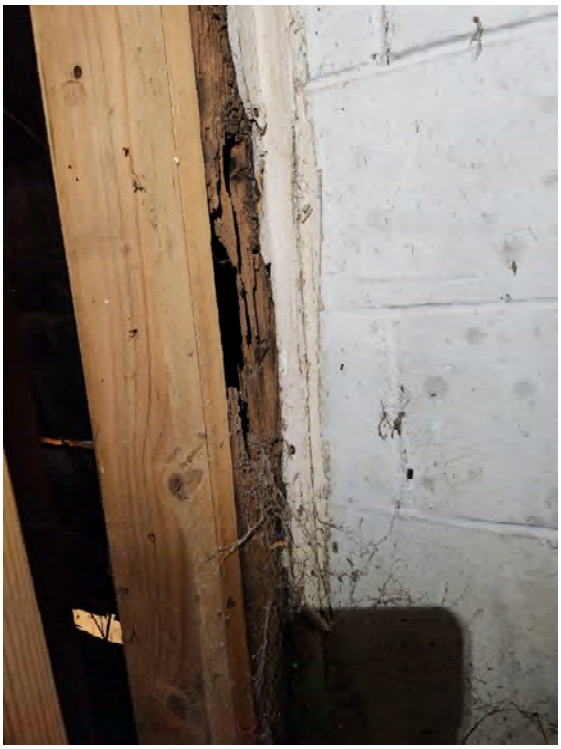
1910 Ellis Street Photographs



Wood element decay, potential termite damage



Inadequate seal for protection from elements



Wood element decay, potential termite damage



Inadequate seal for protection from elements

Appendix B

1912 Ellis Street Photographs



Front porch slab cracking



Shifting porch pier/wall



Tipping settlement and associated cracking



Tipping settlement of porch slab wall



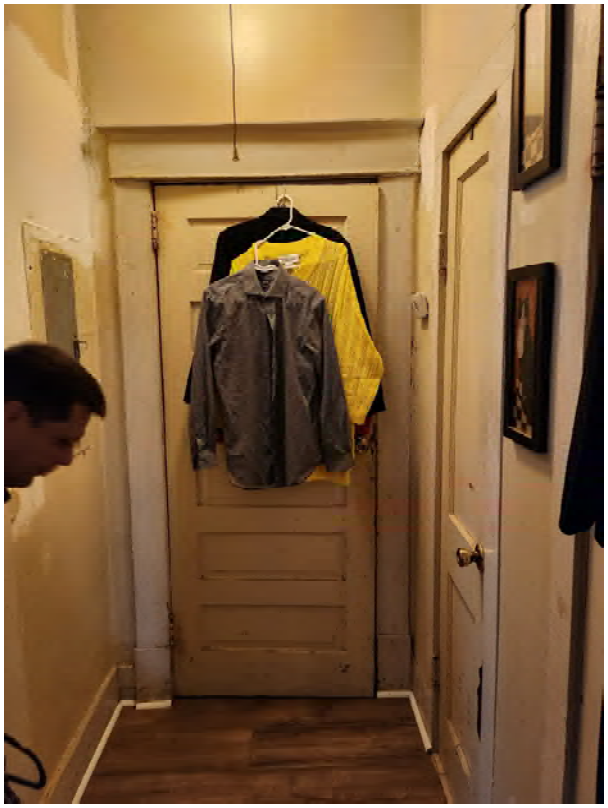
Framing damage in response to tipping settlement



Interior ceiling crack



Interior ceiling crack



Shifted door/frame



Interior wall crack



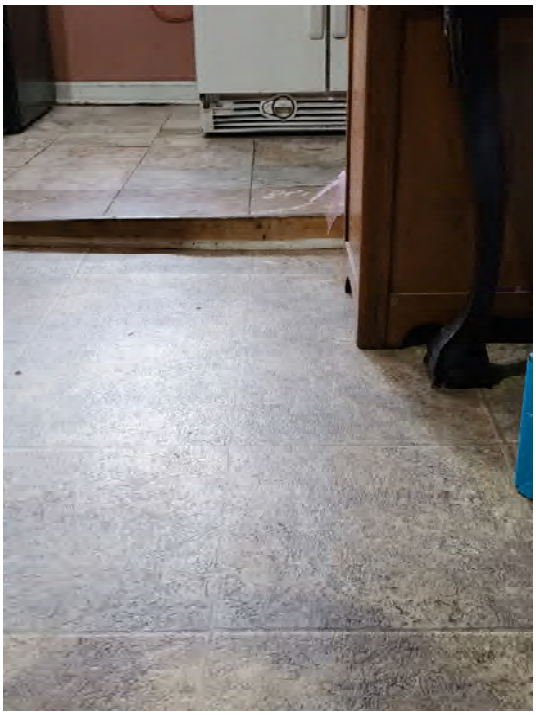
Interior wall crack



Shifted interior column



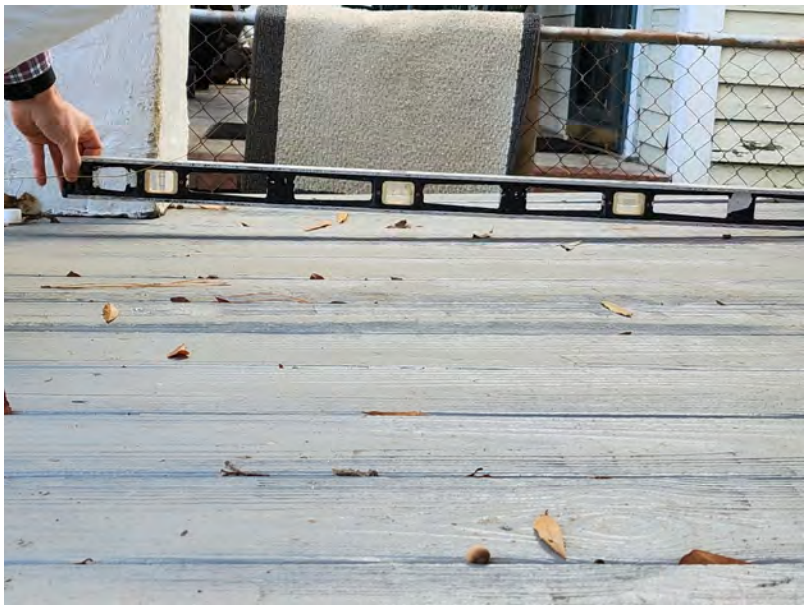
Unlevel/sagging floor



Settled/sagging floor

Appendix C

1914 Ellis Street Photographs



Unlevel/settled front porch



Front porch/column separation



Front porch/column separation



Front porch/column separation



Water damage from busted hot water heater



Water damage from busted hot water heater



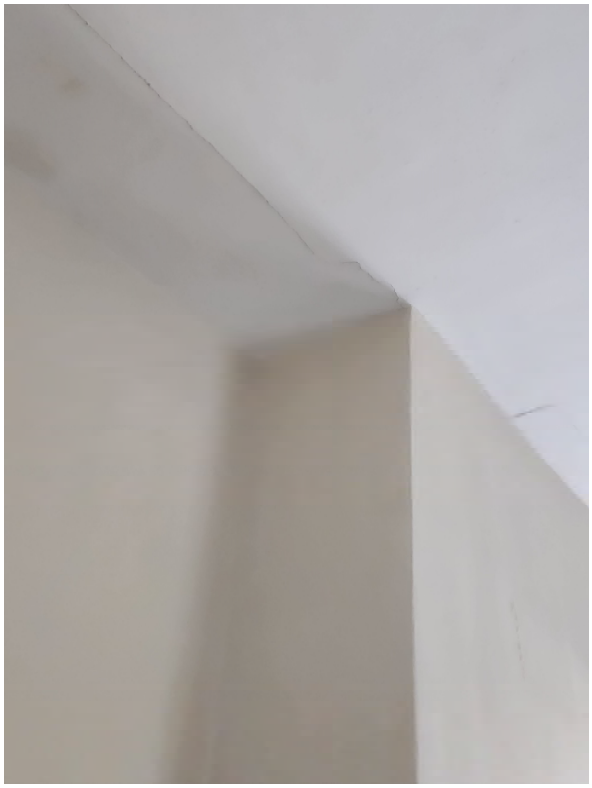
Water damage from busted hot water heater



Interior wall crack at door jamb



Unlevel/sagging floor



Interior ceiling crack



Unlevel/settled interior wall



Interior wall crack



Interior wall crack

Appendix D

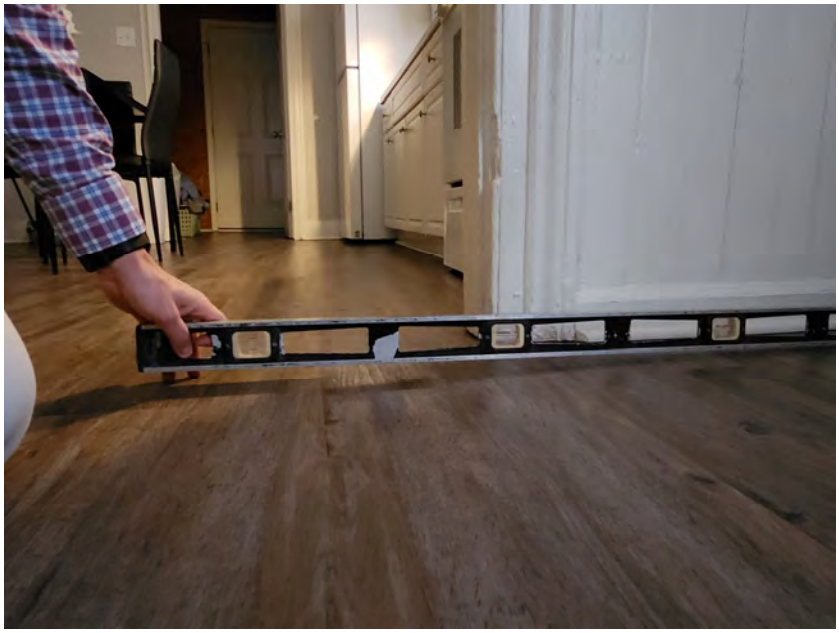
1916 Ellis Street Photographs



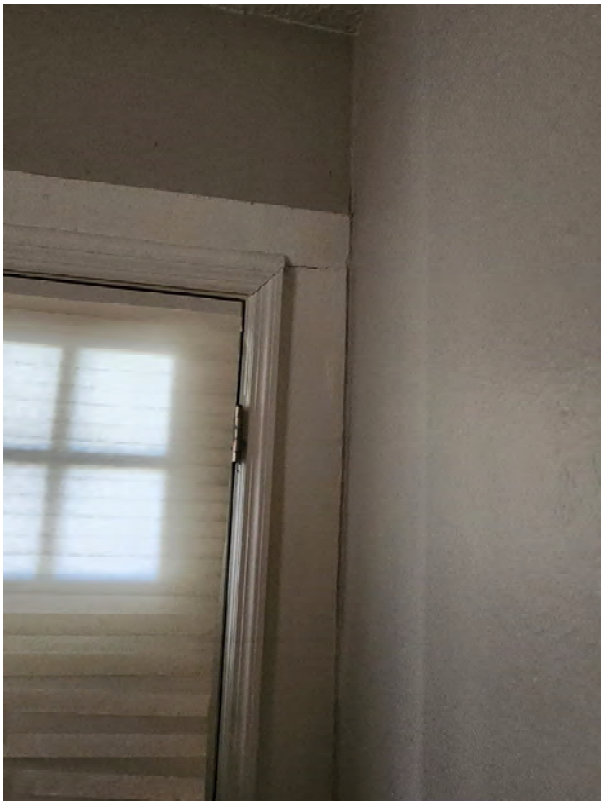
Interior wall crack at doorjamb



Interior wall crack at doorjamb



Unlevel/sagging floor



Interior wall crack at doorjamb



Shifted door/frame



Interior wall/ceiling crack



Unlevel/sagging floor



Unconnected infilled exterior curtain wall



Unconnected infilled exterior curtain wall



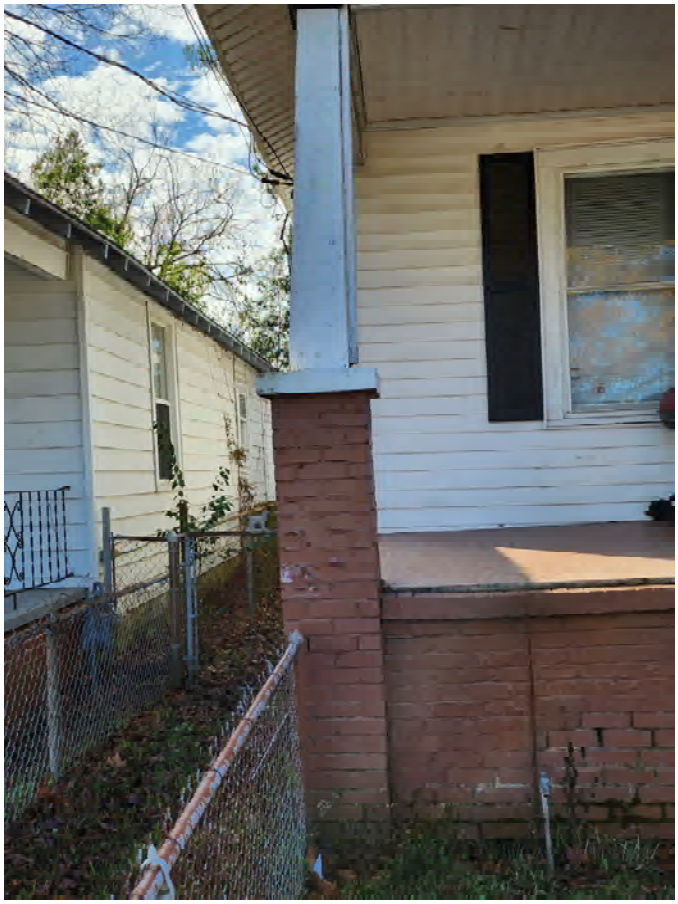
Newer CMU piers and dimensional lumber framing/unconnected curtain wall

Appendix E

1924 Ellis Street Photographs



cracking brick curtain wall, unlevel front porch



Tipping settlement and associated column/pier effects



Unlevel front porch



infilled exterior curtain wall/pier separation



Unconnected infilled exterior curtain wall



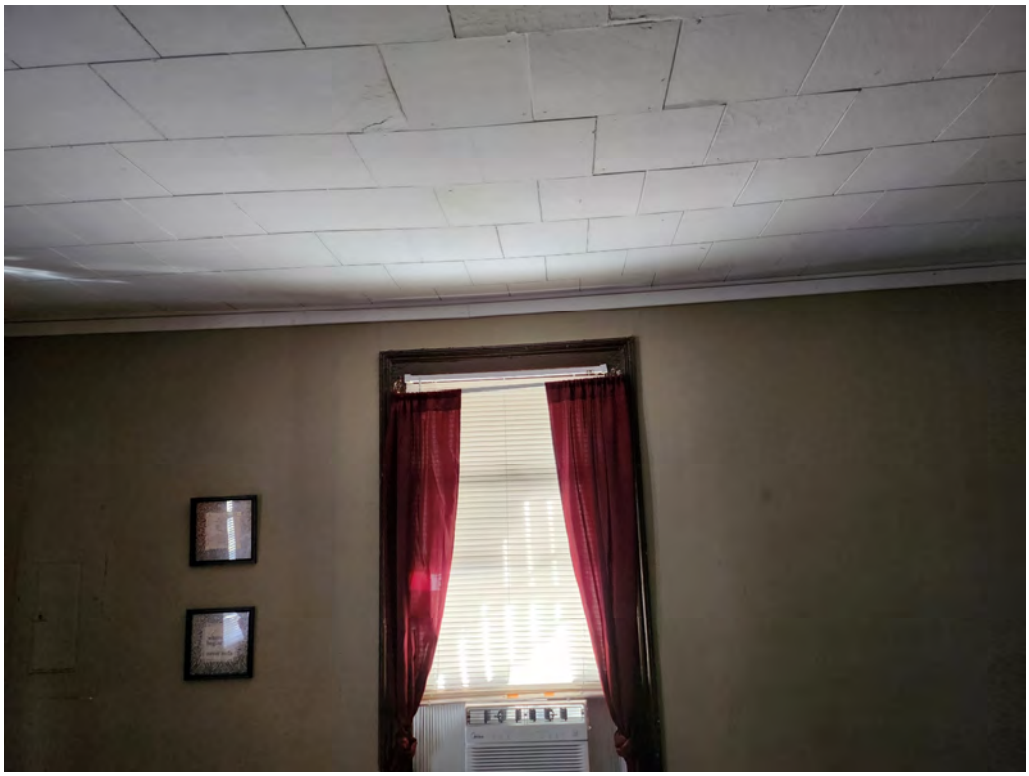
infilled exterior curtain wall/pier separation



infilled exterior curtain wall/pier separation



Newer CMU/dimensional lumber framing



Deflected/sagging wall



Interior wall crack



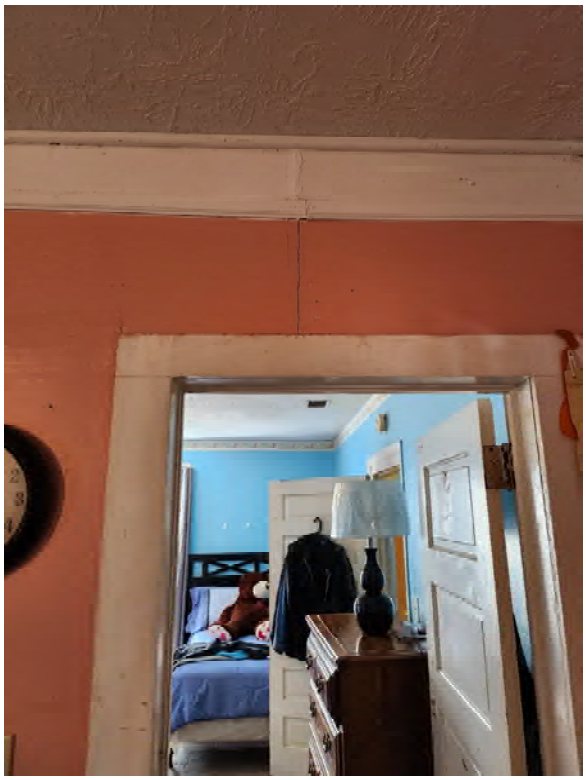
Unlevel/sagging floor



Interior floor/wall crack

Appendix F

1926 Ellis Street Photographs



Interior wall crack at doorjamb



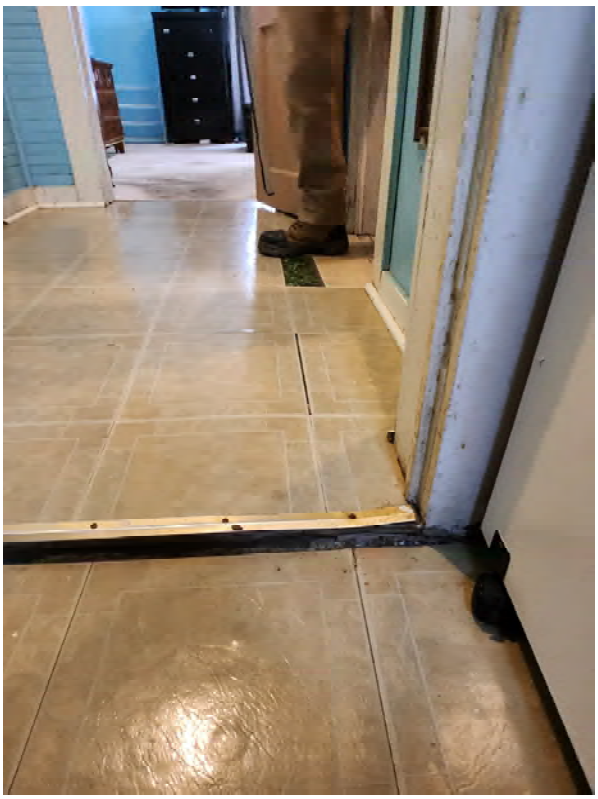
Interior wall crack at doorjamb



Shifted door/frame



Interior wall crack at doorjamb



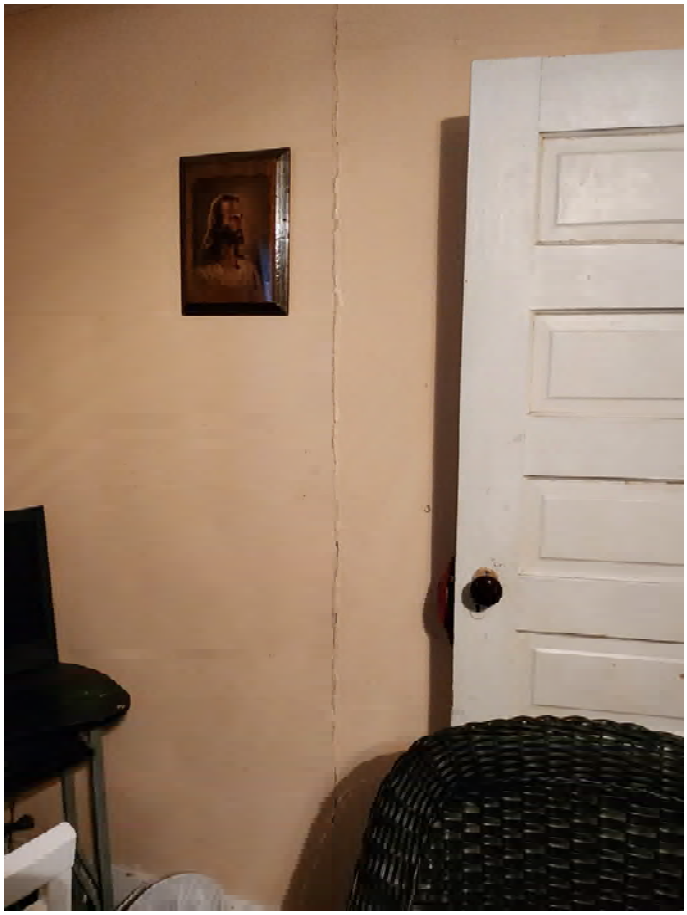
Unlevel/deflected floor



Interior wall crack at doorjamb



Unlevel/deflected floor



Repaired interior wall crack



Degraded clay masonry pier without curtain wall

Appendix G

1932 Ellis Street Photographs



Cracked porch wall/unlevel porch



Cracked exterior curtain wall



Newer CMU piers/dimensional lumber framing



Dilapidated exterior curtain wall

Appendix H

1936 Ellis Street Photographs



Separation between portions of the structure



Dilapidated masonry pier without curtain wall

Appendix I

1938 Ellis Street Photographs



Concrete front step cracking



Shifted door/frame



Cracking of finished floor



Unlevel/deflected floor



Unlevel/deflected floor



Interior wall crack at doorjamb



Curtain wall cracking



Curtain wall/pier separation



Dilapidated masonry pier/curtain wall separation



Curtain wall/pier separation



Shifted door/frame

Appendix J

1946 Ellis Street Photographs



Interior wall crack at doorjamb



Interior ceiling crack



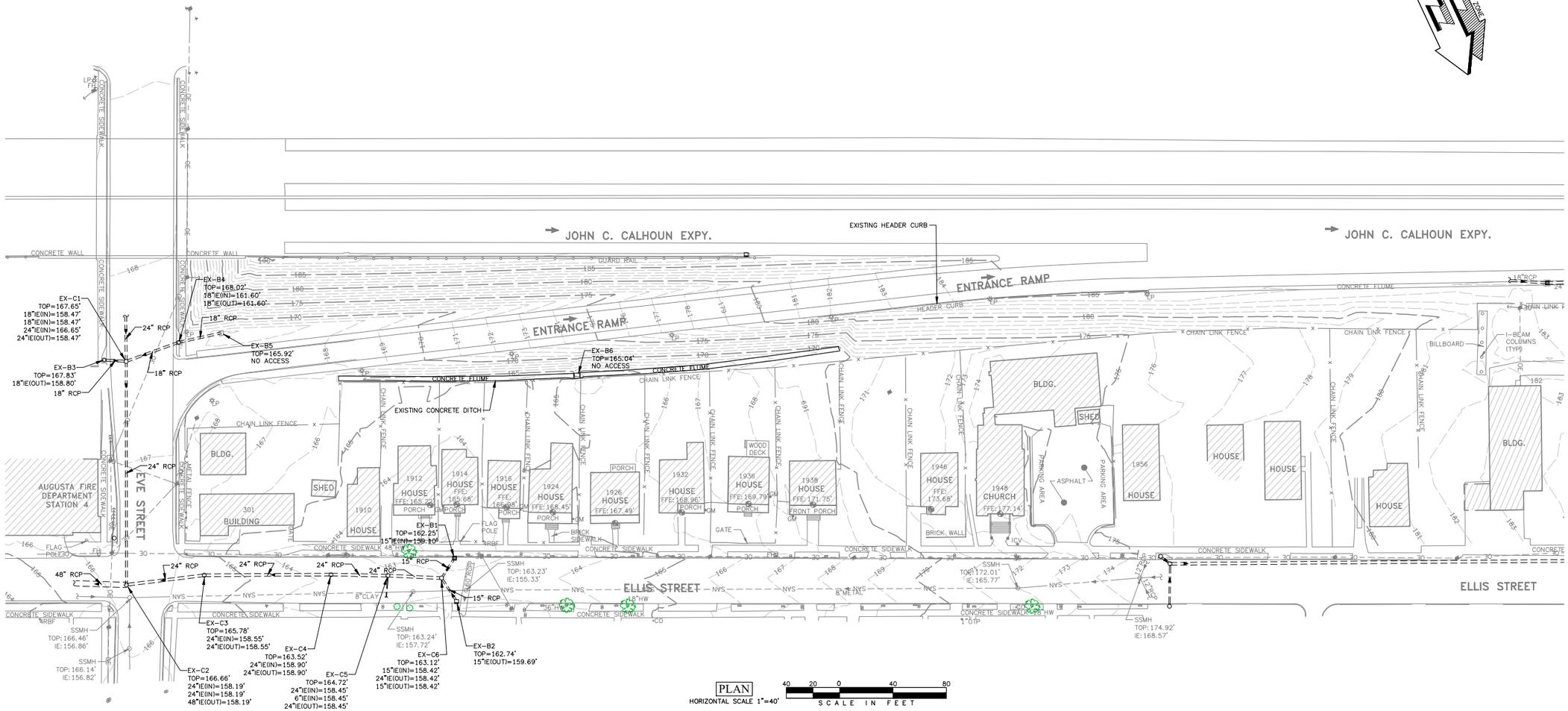
Shifted door/frame



Interior wall crack at doorjamb

Appendix K

Concept Plans



GENERAL NOTES:

1. SURVEY BY CRANSTON, LLC – PERFORMED 1/5/2023

CRANSTON

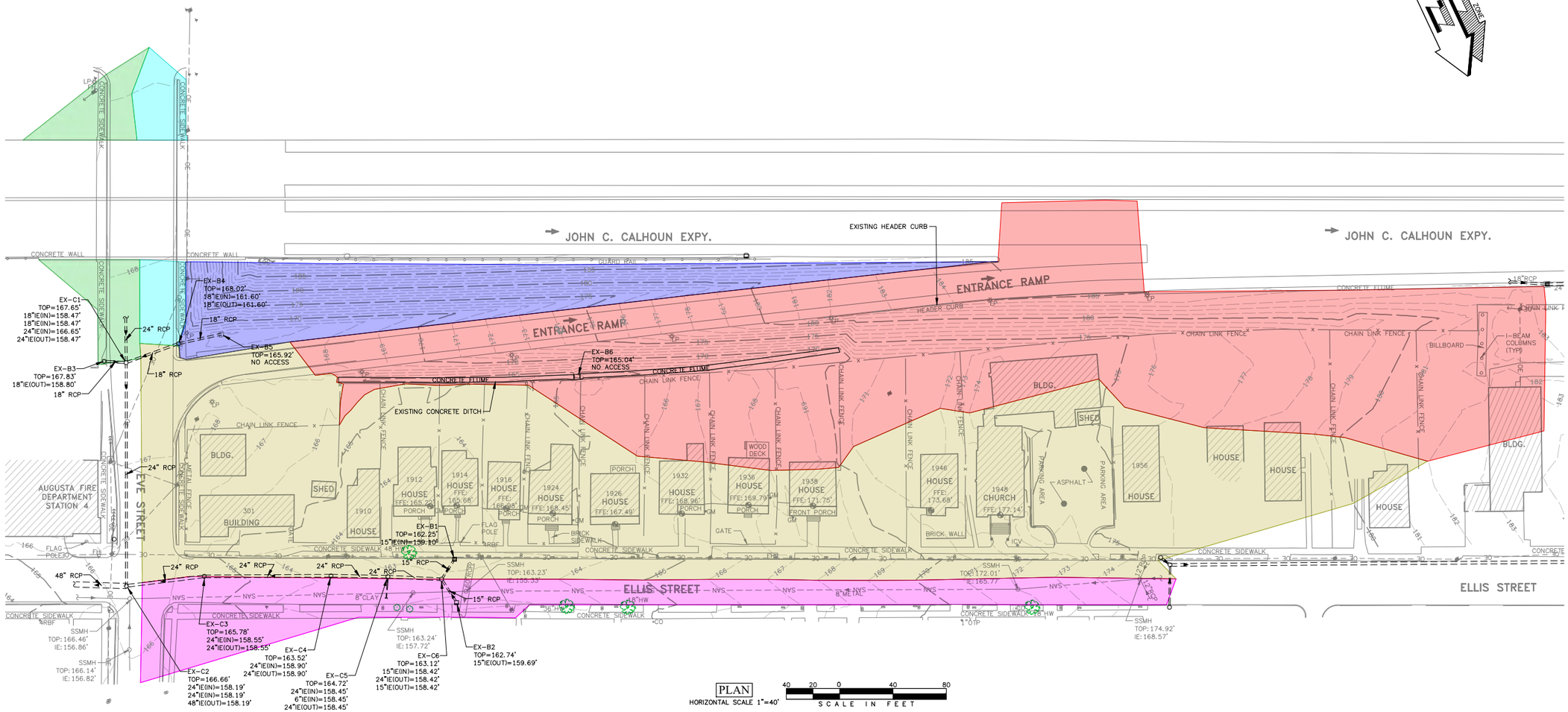
REV #	DATE	DESCRIPTION

ELLIS STREET DRAINAGE

EXISTING CONDITIONS

DRAWN BY:	RA
CHECKED BY:	MKO
APPROVED BY:	WTD
DATE:	02/09/22023
SCALE:	1" = 40'
JOB No.	2022-0539
DRAWING No.	C100

G:\PROJECTS\2022\2022-0539-ELLIS STREET DRAINAGE ASSESSMENT\AC-DRAWINGS\CIVIL\DESIGN CADD\2022_0539_EX-BASIN.DWG 2/15/2023 1:13 PM



PLAN
HORIZONTAL SCALE 1"=40'

40 20 0 40 80
SCALE IN FEET

LEGEND

SUBBASIN 1
EX-B6
C=0.33
A=2.23 acres

SUBBASIN 2
EX-B3
C=0.85
A=0.14 acres

SUBBASIN 3
EX-B4
C=0.95
A=0.10 acres

SUBBASIN 4
EX-B5
C=0.20
A=0.46 acres

SUBBASIN 5
EX-B1
C=0.57
A=2.52 acres

SUBBASIN 6
EX-B2
C=0.85
A=0.50 acres

CRANSTON

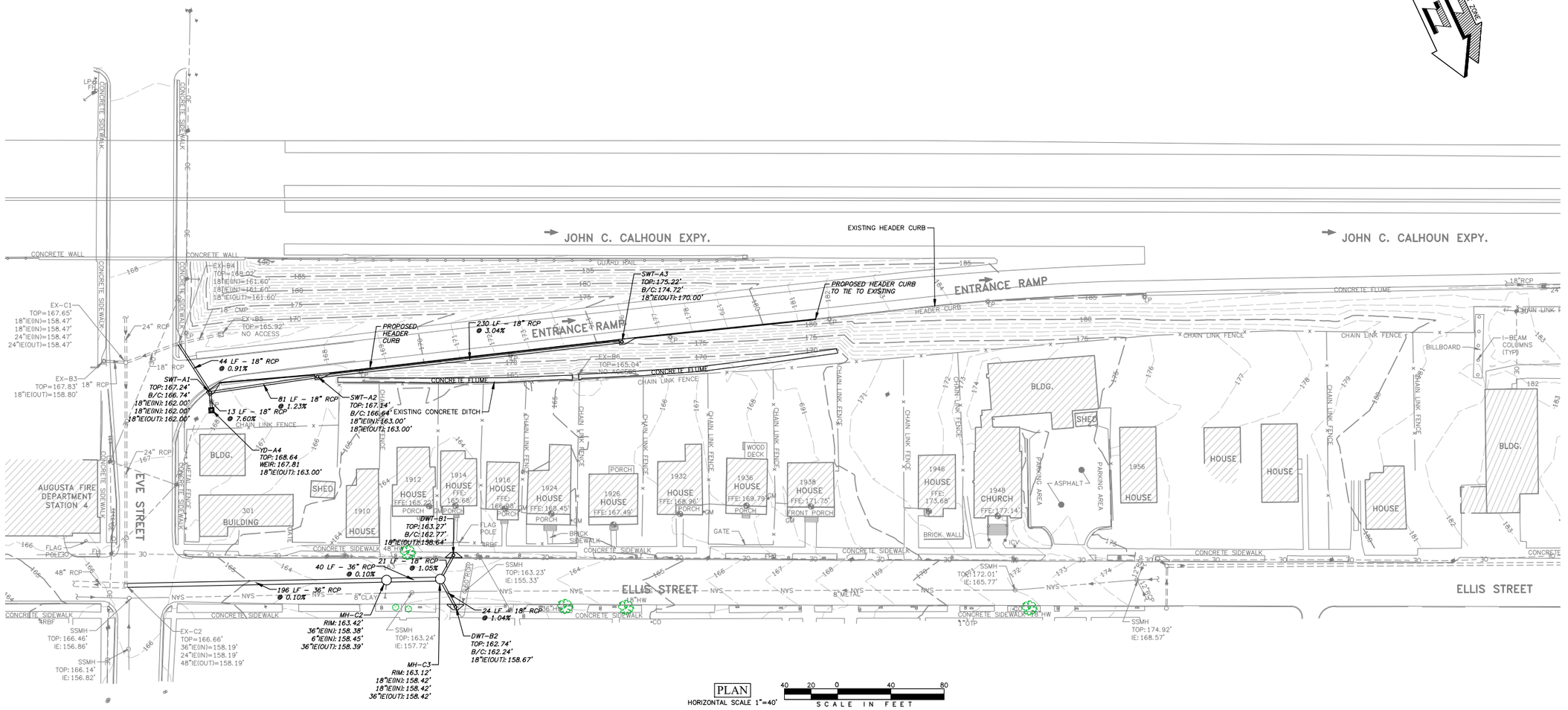
REV #	DATE	DESCRIPTION

ELLIS STREET DRAINAGE

EXISITNG BASINS

DRAWN BY:	RA
CHECKED BY:	MKO
APPROVED BY:	WTD
DATE:	02/09/22023
SCALE:	1" = 40'
JOB No.	2022-0539
DRAWING No.	C101

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PLAN
HORIZONTAL SCALE 1"=40'

40 20 0 40 80
SCALE IN FEET

GENERAL NOTES:

1. SURVEY BY CRANSTON, LLC – PERFORMED 1/5/2023

CRANSTON

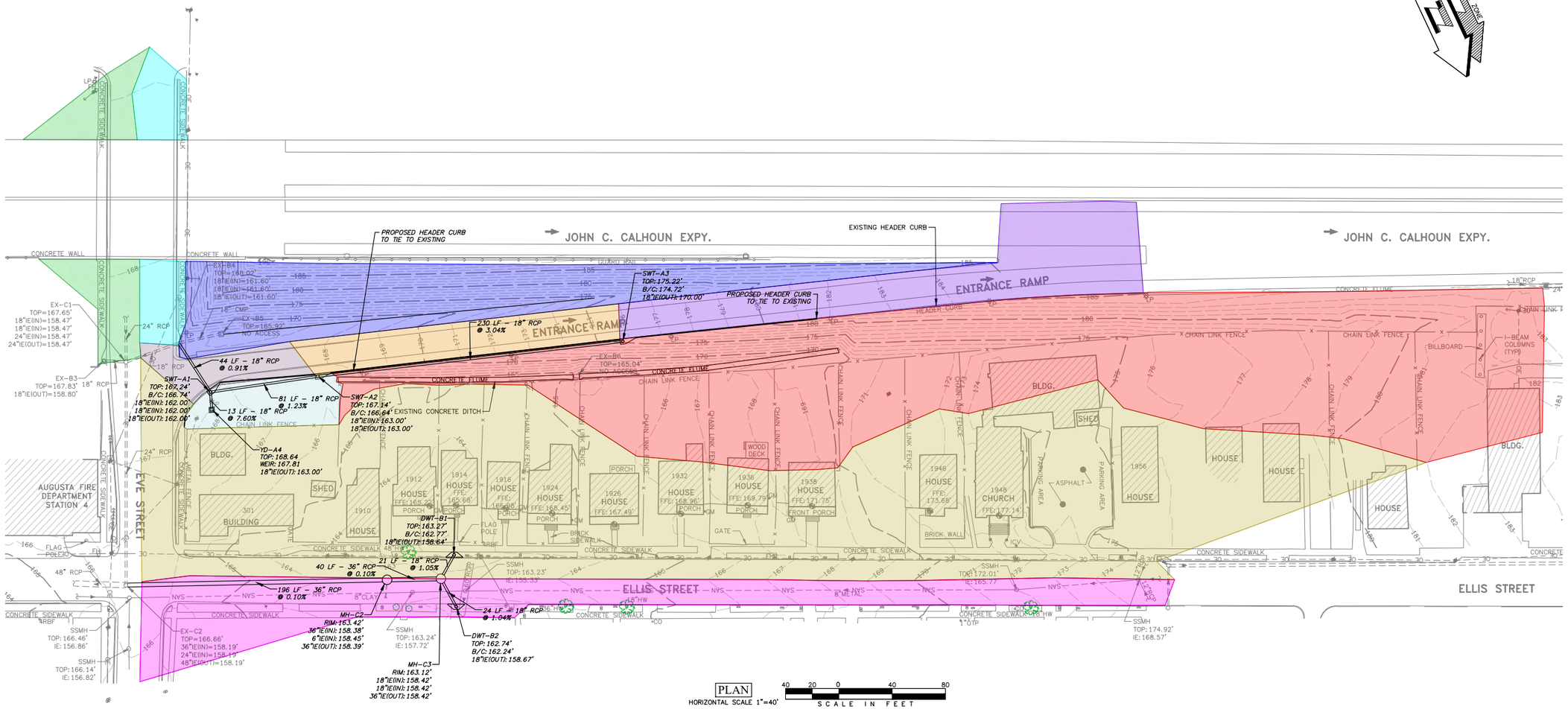
REV #	DATE	DESCRIPTION

ELLIS STREET DRAINAGE

PROPOSED CONDITIONS

DRAWN BY:	RA
CHECKED BY:	MKO
APPROVED BY:	WTD
DATE:	02/09/22023
SCALE:	1" = 40'
JOB No.	2022-053
DRAWING No.	C200

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PLAN
HORIZONTAL SCALE 1"=40'

40 20 0 40 80
SCALE IN FEET

LEGEND

SUBBASIN 1
EX-B6
C=0.23
A=1.73 ACRES

SUBBASIN 2
EX-B3
C=0.85
A=0.14 ACRES

SUBBASIN 3
EX-B4
C=0.95
A=0.10 ACRES

SUBBASIN 4
EX-B5
C=0.20
A=0.46 ACRES

SUBBASIN 5
DWT-B1
C=0.60
A=2.36 ACRES

SUBBASIN 6
DWT-B2
C=0.85
A=0.50 ACRES

SUBBASIN 7
YD-A4
C=0.20
A=0.09 ACRES

SUBBASIN 8
SWT-A1
C=0.95
A=0.07 ACRES

SUBBASIN 9
SWT-A2
C=0.95
A=0.15 ACRES

SUBBASIN 10
SWT-A3
C=0.95
A=0.35 ACRES

CRANSTON

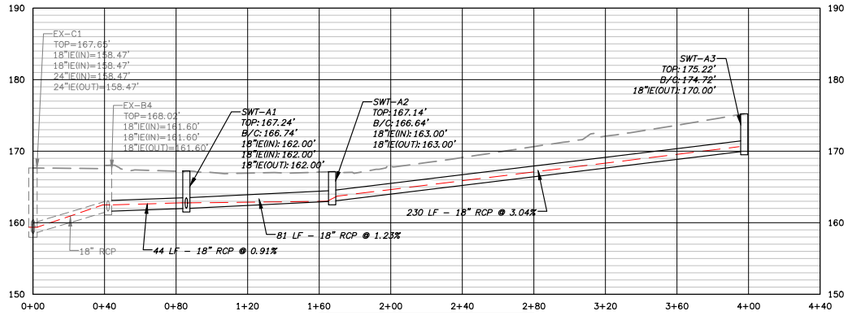
REV #	DATE	DESCRIPTION

ELLIS STREET DRAINAGE

PROPOSED BASINS

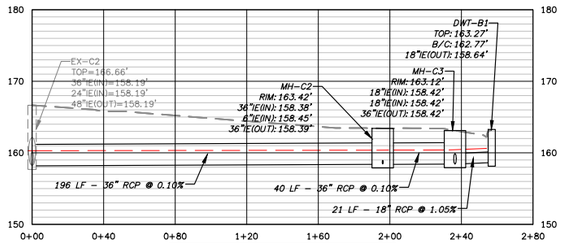
DRAWN BY:	RA
CHECKED BY:	MKO
APPROVED BY:	WTD
DATE:	02/09/22023
SCALE:	1" = 40'
JOB No.	2022-0539
DRAWING No.	C201

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EVE STREET IMPROVEMENTS

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'



ELLIS STREET IMPROVEMENTS

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'

CRANSTON

REV #	DATE	DESCRIPTION

ELLIS STREET DRAINAGE

PROFILES

DRAWN BY:	RA
CHECKED BY:	MKO
APPROVED BY:	WTD
DATE:	02/09/22023
SCALE:	AS SHOWN
JOB No.	2022-053
DRAWING No.	C300

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Appendix L

Existing and Proposed Drainage Modeling

Inlet Report

EX-B6 - Existing Conditions

Drop Curb Inlet

Location	= Sag
Curb Length (ft)	= 12.00
Throat Height (in)	= 4.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

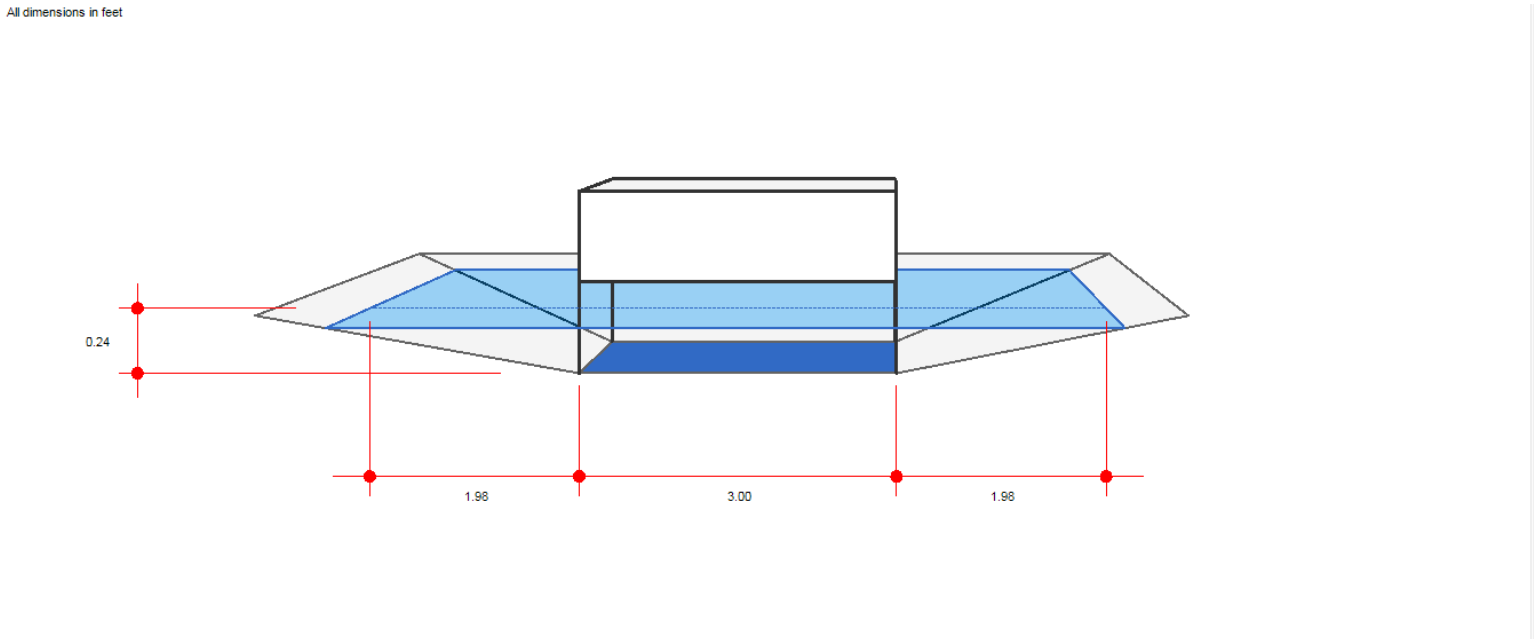
Slope, Sw (ft/ft)	= 0.120
Slope, Sx (ft/ft)	= 0.120
Local Depr (in)	= -0-
Gutter Width (ft)	= -0-
Gutter Slope (%)	= -0-
Gutter n-value	= -0-

Calculations

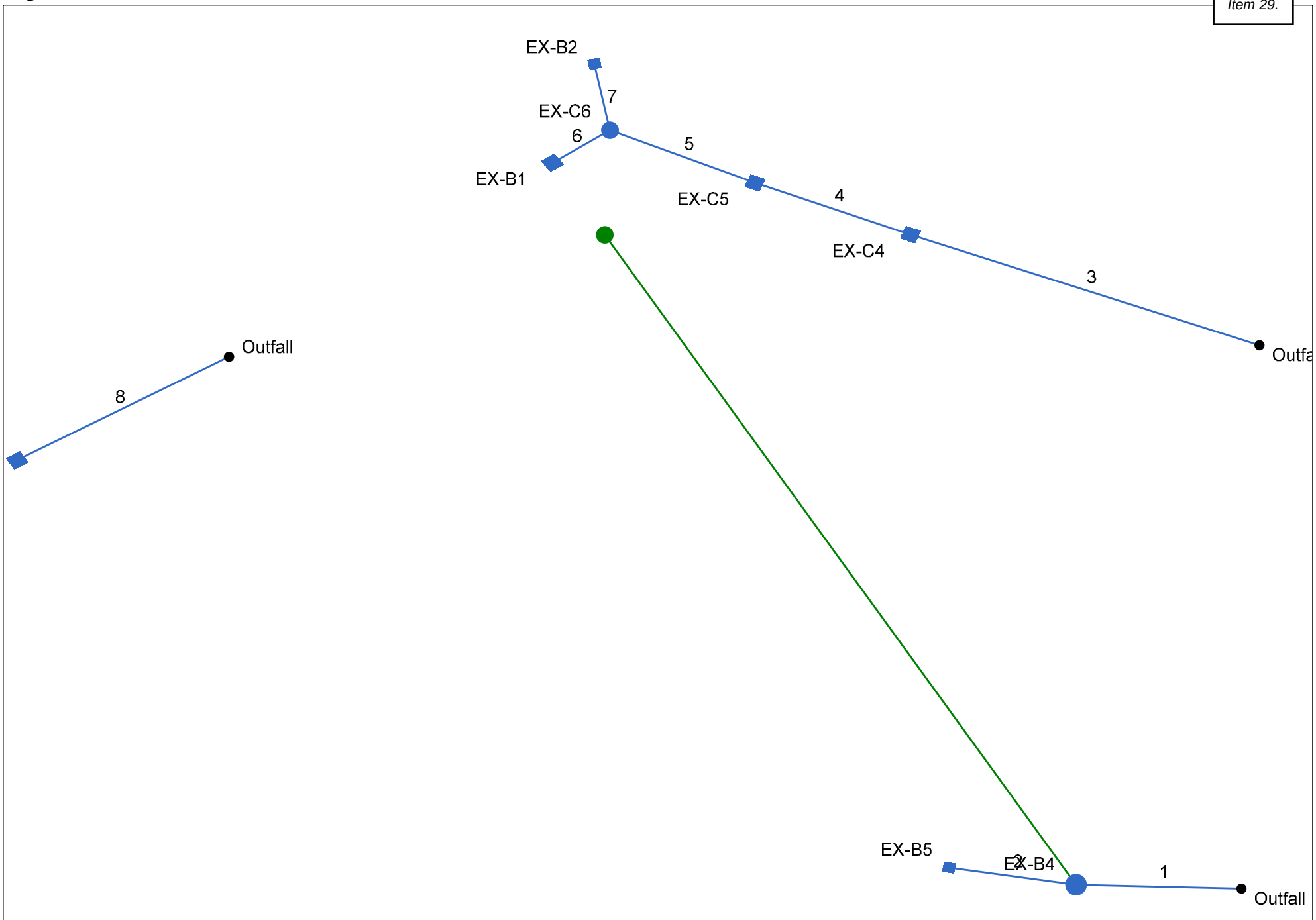
Compute by:	Known Q
Q (cfs)	= 4.17

Highlighted

Q Total (cfs)	= 4.17
Q Capt (cfs)	= 4.17
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 2.85
Efficiency (%)	= 100
Gutter Spread (ft)	= 1.98
Gutter Vel (ft/s)	= -0-
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Hydraflow Storm Sewers Extension for Autodesk® Civil 3D® Plan



Project File: Existing Final-1-26-23.stm	Number of lines: 8	Date: 2/14/2023

Storm Sewer Inventory Report

Line No.	Alignment				Flow Data				Physical Data								Line ID
	Dnstr Line No.	Line Length (ft)	Defl angle (deg)	Junc Type	Known Q (cfs)	Drng Area (ac)	Runoff Coeff (C)	Inlet Time (min)	Invert El Dn (ft)	Line Slope (%)	Invert El Up (ft)	Line Size (in)	Line Shape	N Value (n)	J-Loss Coeff (K)	Inlet/ Rim El (ft)	
1	End	41.982	-178.344	Curb	0.00	0.10	0.95	5.0	158.47	7.46	161.60	18	Cir	0.012	0.50	168.02	C1 - B4
2	1	32.651	7.989	DrCrb	0.00	0.46	0.20	5.0	161.60	3.98	162.90	18	Cir	0.012	1.00	165.92	B4 - B5
3	End	95.000	-158.573	MH	0.00	0.00	0.00	0.0	158.55	0.37	158.90	24	Cir	0.012	0.15	163.52	C3 - C4
4	3	42.670	1.039	MH	0.00	0.00	0.00	0.0	158.90	-1.05	158.45	24	Cir	0.013	0.15	166.72	C5 - C4
5	4	40.313	1.745	MH	0.00	0.00	0.00	0.0	158.45	-0.07	158.42	24	Cir	0.013	0.88	164.37	C6 - C5
6	5	17.830	-59.420	Grate	0.00	2.52	0.57	8.7	158.42	3.81	159.10	15	Cir	0.013	1.00	164.37	B1 - C6
7	5	21.000	54.947	Grate	0.00	0.50	0.85	5.0	158.42	6.05	159.69	15	Cir	0.013	1.00	162.78	B2 - C6
8	End	62.690	148.910	DrCrb	0.00	2.23	0.33	17.5	159.34	0.43	159.61	12	Cir	0.013	1.00	0.00	EX-B6

Project File: Existing Final-1-26-23.stm | Number of lines: 8 | Date: 2/14/2023

Structure Report

Struct No.	Structure ID	Junction Type	Rim Elev (ft)	Structure			Line Out			Line In		
				Shape	Length (ft)	Width (ft)	Size (in)	Shape	Invert (ft)	Size (in)	Shape	Invert (ft)
1	EX-B4	Curb-Horiz	168.02	Cir	5.00	5.00	18	Cir	161.60	18	Cir	161.60
2	EX-B5	DropCurb	165.92	Rect	3.00	3.00	18	Cir	162.90			
3	EX-C4	Manhole	163.52	Rect	4.00	4.00	24	Cir	158.90	24	Cir	158.90
4	EX-C5	Manhole	166.72	Rect	4.00	4.00	24	Cir	158.45	24	Cir	158.45
5	EX-C6	Manhole	164.37	Cir	4.00	4.00	24	Cir	158.42	15 15	Cir Cir	158.42 158.42
6	EX-B1	Grate	164.37	Rect	4.00	4.00	15	Cir	159.10			
7	EX-B2	Grate	162.78	Rect	3.00	3.00	15	Cir	159.69			
8	EX-B6	DropCurb	0.00	Rect	4.00	4.00	12	Cir	159.61			

Project File: Existing Final-1-26-23.stm | Number of Structures: 8 | Run Date: 2/14/2023

Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Type
1	C1 - B4	1.47	18	Cir	41.982	158.47	161.60	7.456	159.90	162.05	n/a	162.26 i	End	Curb-Horiz
2	B4 - B5	0.76	18	Cir	32.651	161.60	162.90	3.981	162.26	163.22	n/a	163.36 i	1	DropCurb
3	C3 - C4	13.32	24	Cir	95.000	158.55	158.90	0.368	162.75*	163.03*	0.04	163.07	End	Manhole
4	C5 - C4	13.39	24	Cir	42.670	158.90	158.45	-1.055	163.07*	163.22*	0.04	163.27	3	Manhole
5	C6 - C5	13.46	24	Cir	40.313	158.45	158.42	-0.074	163.27*	163.41*	0.25	163.66	4	Manhole
6	B1 - C6	10.40	15	Cir	17.830	158.42	159.10	3.814	163.66*	164.12*	1.12	165.24	5	Grate
7	B2 - C6	3.50	15	Cir	21.000	158.42	159.69	6.048	163.66*	163.72*	0.13	163.85	5	Grate
8	EX-B6	4.17	12	Cir	62.690	159.34	159.61	0.431	162.58*	163.44*	0.44	163.88	End	DropCurb

Project File: Existing Final-1-26-23.stm | Number of lines: 8 | Run Date: 2/14/2023

NOTES: Return period = 25 Yrs. ; *Surcharged (HGL above crown). ; i - Inlet control.

MyReport

Line No.	Area Dn (sqft)	Area Up (sqft)	Byp Ln No	Coeff C1 (C)	Coeff C2 (C)	Coeff C3 (C)	Capac Full (cfs)	Crit Depth (ft)	Cross Sl, Sw (ft/ft)	Cross Sl, Sx (ft/ft)	Curb Len (ft)	Defl Ang (Deg)	Depth Dn (ft)	Depth Up (ft)	DnStm Ln No	Drng Area (ac)	Easting X (ft)	EGL Dn (ft)	EGL Up (ft)	Energy Loss (ft)
1	0.45	0.45	6	0.20	0.50	0.90	31.06	0.45	0.012	0.012	19.22	-178.344	1.43	0.45**	Outfall	0.10	707949.50	160.06	162.26 i	2.191
2	0.28	0.28	Sag	0.20	0.50	0.90	22.70	0.32	0.033	0.033	1.00	7.989	0.66	0.32**	1	0.46	707917.31	162.37	163.36 i	0.989
3	3.14	3.14	n/a	0.20	0.50	0.90	14.87	1.31	....	....	....	-158.573	2.00	2.00	Outfall	0.00	707907.59	163.03	163.31	0.281
4	3.14	3.14	n/a	0.20	0.50	0.90	0.00	1.32	....	....	....	1.039	2.00	2.00	3	0.00	707868.16	163.36	163.51	0.150
5	3.14	3.14	n/a	0.20	0.50	0.90	0.00	1.32	....	....	....	1.745	2.00	2.00	4	0.00	707831.39	163.55	163.69	0.143
6	1.23	1.23	Offsite	0.20	0.50	0.90	12.61	1.19	0.074	0.074	....	-59.420	1.25	1.25	5	2.52	707816.82	164.78	165.24	0.463
7	1.23	1.23	Sag	0.20	0.50	0.90	15.88	0.75	0.045	0.045	....	54.947	1.25	1.25	5	0.50	707827.44	163.79	163.85	0.062
8	0.79	0.79	Sag	0.20	0.50	0.90	2.34	0.86	0.020	0.020	16.00	148.910	1.00	1.00	Outfall	2.23	707681.13	163.02	163.88	0.859

Project File: Existing Final-1-26-23.stm | Number of lines: 8 | Date: 2/14/2023

NOTES: i Inlet control; ** Critical depth

MyReport

Flow Rate (cfs)	Sf Ave (ft/ft)	Sf Dn (ft/ft)	Grate Area (sqft)	Grate Len (ft)	Grate Width (ft)	Gnd/Rim El Dn (ft)	Gnd/Rim El Up (ft)	Gutter Depth (ft)	Gutter Slope (ft/ft)	Gutter Spread (ft)	Gutter Width (ft)	HGL Dn (ft)	HGL Up (ft)	HGL Jnct (ft)	HGL Jmp Dn (ft)	HGL Jmp Up (ft)	Incr CxA	Incr Q (cfs)	Inlet Depth (ft)	Inlet Eff (%)
1.47	n/a	n/a	....	....	....	167.65	168.02	0.10	0.008	8.73	2.00	159.90	162.05 j	162.26 i	159.90	159.42	0.10	0.78	0.10	94
0.76	n/a	n/a	....	....	....	168.02	165.92	0.40	Sag	12.11	....	162.26	163.22 j	163.36 i	162.19	162.14	0.09	0.76	0.40	100
13.32	0.296	0.296	....	....	....	165.78	163.52	....	....	....	....	162.75	163.03	163.07	....	....	0.00	0.00	....	....
13.39	0.351	0.351	....	....	....	163.52	166.72	....	....	....	....	163.07	163.22	163.27	....	....	0.00	0.00	....	....
13.46	0.354	0.354	....	....	....	166.72	164.37	....	....	....	....	163.27	163.41	163.66	....	....	0.00	0.00	....	....
10.40	2.594	2.594	....	8.98	2.00	164.37	164.37	0.45	0.023	6.07	2.00	163.66	164.12	165.24	....	....	1.44	10.40	0.45	88
3.50	0.295	0.295	24.00	12.00	2.00	164.37	162.78	0.22	Sag	4.88	2.00	163.66	163.72	163.85	....	....	0.43	3.50	0.22	100
4.17	1.370	1.370	....	....	....	0.00	0.00	0.20	Sag	9.80	....	162.58	163.44	163.88	....	....	0.74	4.17	0.20	100

Project File: Existing Final-1-26-23.stm | Number of lines: 8 | Date: 2/14/2023

NOTES: i Inlet control; ** Critical depth

MyReport

Inlet ID	Inlet Loc	(ft)	Inlet Time (min)	i Sys (in/hr)	i Inlet (in/hr)	Invert Dn (ft)	Invert Up (ft)	Jump Loc (ft)	Jump Len (ft)	Vel Hd Jmp Dn (ft)	Vel Hd Jmp Up (ft)	J-Loss Coeff	Junct Type	Known Q (cfs)	Cost RCP	Cost CMP	Cost PVC	
EX-B4	On Grade		5.0	7.87	8.25	158.47	161.60	4.20	5.56	0.02	1.22	0.50	Curb	0.00	2,085	1,877	1,772	
EX-B5	Sag		5.0	8.25	8.25	161.60	162.90	6.53	1.63	0.11	0.39	1.00	Dp-Curb	0.00	1,344	1,210	1,142	
EX-C4	Sag		0.0	7.16	0.00	158.55	158.90	....	....	0.00	0.00	0.15	MH	0.00	4,656	4,190	3,958	
EX-C5	Sag		0.0	7.19	0.00	158.90	158.45	....	....	0.00	0.00	0.15	MH	0.00	2,246	2,021	1,909	
EX-C6	Sag		0.0	7.23	0.00	158.45	158.42	....	....	0.00	0.00	0.88	MH	0.00	2,228	2,005	1,894	
EX-B1	On Grade		8.7	7.24	7.24	158.42	159.10	....	....	0.00	0.00	1.00	Grate	0.00	733	659	623	
EX-B2	Sag		5.0	8.25	8.25	158.42	159.69	....	....	0.00	0.00	1.00	Grate	0.00	800	720	680	
EX-B6	Sag		17.5	5.66	5.66	159.34	159.61	....	....	0.00	0.00	1.00	Dp-Curb	0.00	1,850	1,665	1,573	

Project File: Existing Final-1-26-23.stm | Number of lines: 8 | Date: 2/14/2023

NOTES: Intensity = 103.30 / (Inlet time + 16.60) ^ 0.82 -- Return period = 25 Yrs. ; i Inlet control; ** Critical depth

MyReport

Item 29.

Line ID	Line Length (ft)	Line Size (in)	Line Slope (%)	Line Type	Local Depr (in)	n-val Gutter	n-val Pipe	Minor Loss (ft)	Northing Y (ft)	Pipe Travel (min)	Q Byp (cfs)	Q Capt (cfs)	Q Carry (cfs)	Line Rise (in)	Runoff Coeff (C)	Line Span (in)	Area A1 (ac)	Area A2 (ac)	Area A3 (ac)	Tc (min)
C1 - B4	41.982	18	7.46	Cir	0.0	0.013	0.012	n/a	1267322.33	0.81	0.05	0.73	0.00	18	0.95	18	0.00	0.00	0.00	6.3
B4 - B5	32.651	18	3.98	Cir	....	....	0.012	n/a	1267327.80	1.27	0.00	0.76	0.00	18	0.20	18	0.00	0.00	0.00	5.0
C3 - C4	95.000	24	0.37	Cir	....	....	0.012	0.04	1267526.34	0.38	....	....	....	24	0.00	24	0.00	0.00	0.00	9.1
C5 - C4	42.670	24	-1.05	Cir	....	....	0.013	0.04	1267542.64	0.17	....	....	....	24	0.00	24	0.00	0.00	0.00	8.9
C6 - C5	40.313	24	-0.07	Cir	....	....	0.013	0.25	1267559.18	0.16	....	....	....	24	0.00	24	0.00	0.00	0.00	8.7
B1 - C6	17.830	15	3.81	Cir	0.0	0.013	0.013	1.12	1267548.90	0.04	1.21	9.24	0.05	15	0.57	15	0.00	0.00	0.00	8.7
B2 - C6	21.000	15	6.05	Cir	0.0	....	0.013	0.13	1267579.80	0.12	0.00	3.50	0.00	15	0.85	15	0.00	0.00	0.00	5.0
EX-B6	62.690	12	0.43	Cir	....	....	0.013	0.44	1267455.63	0.20	0.00	4.17	0.00	12	0.33	12	0.00	0.00	0.00	17.5

Project File: Existing Final-1-26-23.stm | Number of lines: 8 | Date: 2/14/2023

NOTES: i Inlet control; ** Critical depth

MyReport

Throat Ht (in)	Total Area (ac)	Total CxA	Total Runoff (cfs)	Vel Ave (ft/s)	Vel Dn (ft/s)	Vel Hd Dn (ft)	Vel Hd Up (ft)	Vel Up (ft/s)	Cover Dn (ft)	Cover Up (ft)	Storage (cft)
4.0	0.56	0.19	1.47	2.05	0.85	0.16	0.16	3.25	7.68	4.92	48.03
4.0	0.46	0.09	0.76	1.86	1.02	0.11	0.11	2.71	4.92	1.52	16.46
....	3.02	1.86	13.32	4.24	4.24	0.28	0.28	4.24	5.23	2.62	298.39
....	3.02	1.86	13.39	4.26	4.26	0.28	0.28	4.26	2.62	6.27	134.03
....	3.02	1.86	13.46	4.29	4.29	0.29	0.29	4.28	6.27	3.95	126.62
....	2.52	1.44	10.40	8.47	8.48	1.12	1.12	8.47	4.70	4.02	21.88
....	0.50	0.43	3.50	2.86	2.86	0.13	0.13	2.86	4.70	1.84	25.77
4.0	2.23	0.74	4.17	5.31	5.31	0.44	0.44	5.31	n/a	n/a	49.23

Project File: Existing Final-1-26-23.stm | Number of lines: 8 | Date: 2/14/2023

NOTES: i Inlet control; ** Critical depth

Table #3: Proposed Drainage Conditions

Structure Name		SWT-A1	SWT-A2	SWT-A3	YD-A4	DWT-B1	DWT-B2	EX-B3	EX-B4	EX-B5	EX-B6
Drainage Subbasin Characteristics	Drainage Area (ac)	0.07	0.15	0.35	0.09	2.36	0.50	0.14	0.10	0.46	1.73
	Weighted Runoff Coefficient	0.950	0.950	0.950	0.200	0.595	0.850	0.848	0.950	0.200	0.226
	Inlet Time (min)	5.00	5.00	5.00	5.00	13.60	5.00	5.00	5.00	5.00	5.00
	Sub-Basin	Sub-basin 8	Sub-basin 9	Sub-basin 10	Sub-basin 7	Sub-basin 5	Sub-basin 6	Sub-basin 2	Sub-basin 3	Sub-basin 4	Sub-basin 1
Inlet Characteristics	Inlet Type	Curb Inlet	Curb Inlet	Curb Inlet	Drop Curb	Curb Inlet	Curb Inlet	Curb Inlet	Curb Inlet	Curb Inlet	Drop Curb
	On Grade/ Sag	Grade	Grade	Grade	Sag	Sag	Sag	Grade	Grade	Sag	Sag
	Bypass Structure	DWT B1	SWT A1	SWT A2	-	-	Offset	-	SWT A1	-	-
	Inlet Length (ft)	12.0	12.0	12.0	16.0	12.0	12.0	12.0	12.0	16.0	16.0
	Throat Height (in)	5.5	5.5	5.5	4.0	5.5	5.5	5.5	5.5	4.0	4.0
	Cross Slope, Sx (ft/ft)	0.015	0.038	0.008	0.020	0.074	0.045	0.008	0.013	0.020	0.020
	Local Depression (in)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Gutter Width (ft)	2.0	2.0	2.0	0.0	2.0	2.0	2.0	2.0	0.0	0.0
	Longitudinal Slope SL (ft/ft)	0.003	0.004	0.026	-	-	-	0.001	0.007	-	-
	Manning's n Value	0.013	0.013	0.013	0.013	0.013	0.013	0.013	0.013	0.013	0.013
Pipe Characteristics	Downstream Pipe	B4 - A1	A1 - A2	A2 - A3	A1 - YD A4	C2 - B1	C2 - B2	C3 - B3	C3 - B4	B4 - B5	Ex B6
	Downstream Pipe Slope (%)	1.00	1.23	3.04	7.66	1.00	1.00	2.00	7.46	4.00	1.00
	Manning's n Value	0.013	0.013	0.013	0.013	0.013	0.013	0.013	0.013	0.013	0.013

Inlet Report

EX-B6 -Proposed Conditions

Drop Curb Inlet

Location	= Sag
Curb Length (ft)	= 12.00
Throat Height (in)	= 4.00
Grate Area (sqft)	= -0-
Grate Width (ft)	= -0-
Grate Length (ft)	= -0-

Gutter

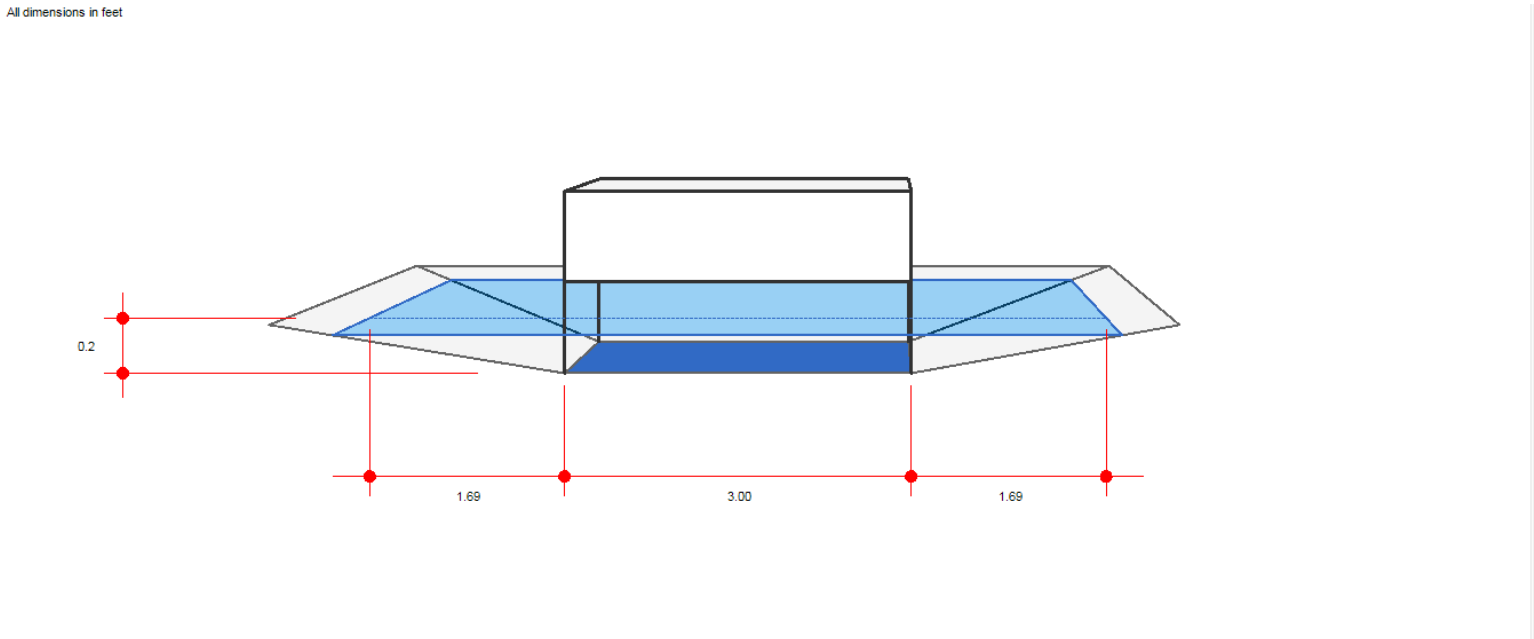
Slope, Sw (ft/ft)	= 0.120
Slope, Sx (ft/ft)	= 0.120
Local Depr (in)	= -0-
Gutter Width (ft)	= -0-
Gutter Slope (%)	= -0-
Gutter n-value	= -0-

Calculations

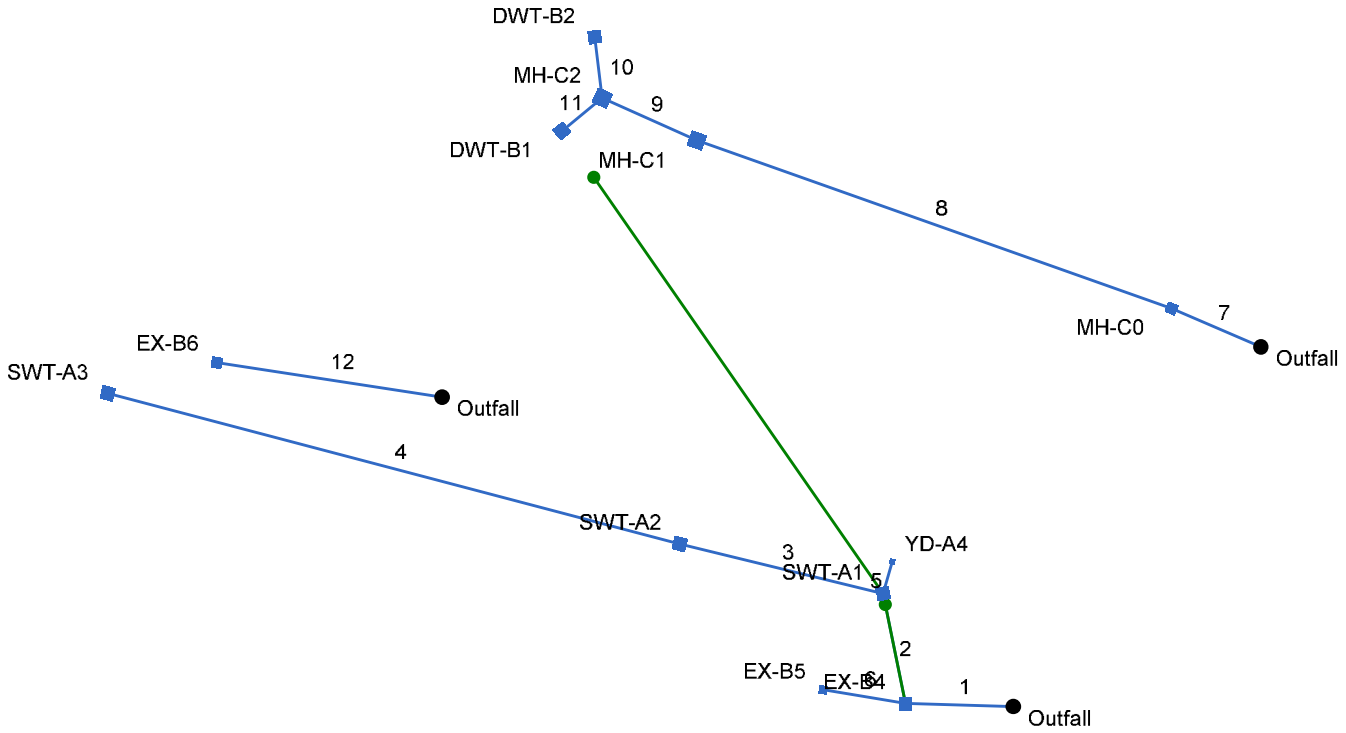
Compute by:	Known Q
Q (cfs)	= 3.28

Highlighted

Q Total (cfs)	= 3.28
Q Capt (cfs)	= 3.28
Q Bypass (cfs)	= -0-
Depth at Inlet (in)	= 2.43
Efficiency (%)	= 100
Gutter Spread (ft)	= 1.69
Gutter Vel (ft/s)	= -0-
Bypass Spread (ft)	= -0-
Bypass Depth (in)	= -0-



Hydraflow Storm Sewers Extension for Autodesk® Civil 3D® Plan



Storm Sewer Inventory Report

Line No.	Alignment				Flow Data				Physical Data								Line ID
	Dnstr Line No.	Line Length (ft)	Defl angle (deg)	Junc Type	Known Q (cfs)	Drng Area (ac)	Runoff Coeff (C)	Inlet Time (min)	Invert El Dn (ft)	Line Slope (%)	Invert El Up (ft)	Line Size (in)	Line Shape	N Value (n)	J-Loss Coeff (K)	Inlet/ Rim El (ft)	
1	End	41.982	-178.344	Curb	0.00	0.10	0.95	5.0	158.47	7.46	161.60	18	Cir	0.013	1.93	168.02	C3 - B4
2	1	43.841	76.739	Curb	0.00	0.07	0.95	5.0	161.60	0.91	162.00	18	Cir	0.013	1.75	167.23	B4 - A1
3	2	81.310	-64.611	Curb	0.00	0.15	0.95	5.0	162.00	1.23	163.00	18	Cir	0.013	0.50	167.09	A1 - A2
4	3	230.327	1.039	Curb	0.00	0.35	0.95	5.0	163.00	3.04	170.00	18	Cir	0.013	1.00	179.03	A2 - A3
5	2	13.060	27.615	DrCrb	0.00	0.09	0.20	5.0	162.00	7.66	163.00	18	Cir	0.013	1.00	167.79	A1 - A4
6	1	32.651	7.989	DrCrb	0.00	0.46	0.20	5.0	161.60	3.98	162.90	18	Cir	0.013	1.00	165.92	B4 - B5
7	End	37.852	-156.701	MH	0.00	0.00	0.00	0.0	159.00	-2.14	158.19	48	Cir	0.013	0.15	166.66	Pipe - (28)
8	7	196.180	-3.685	MH	0.00	0.00	0.00	0.0	158.19	0.10	158.39	36	Cir	0.013	0.15	165.05	C0 - C1
9	8	40.313	4.596	MH	0.00	0.00	0.00	0.0	158.38	0.12	158.43	36	Cir	0.013	0.91	163.12	C1 - C2
10	9	23.941	58.665	Curb	0.00	0.50	0.85	5.0	158.43	1.00	158.67	18	Cir	0.013	1.00	164.00	C2 - B2
11	9	20.437	-63.673	Curb	0.00	2.36	0.60	13.6	158.43	0.98	158.63	18	Cir	0.013	1.00	164.21	C2 - B1
12	End	88.660	-171.240	DrCrb	0.00	1.73	0.23	5.0	160.04	5.01	164.48	12	Cir	0.013	1.00	0.00	EX B6

Project File: 2022-0539_Proposed Conditions_FINAL-1-31-23.stm | Number of lines: 12 | Date: 2/14/2023

Structure Report

Struct No.	Structure ID	Junction Type	Rim Elev (ft)	Structure			Line Out			Line In		
				Shape	Length (ft)	Width (ft)	Size (in)	Shape	Invert (ft)	Size (in)	Shape	Invert (ft)
1	EX-B4	Curb-	168.02	Rect	5.00	5.00	18	Cir	161.60	18 18	Cir Cir	161.60 161.60
2	SWT-A1	Curb-	167.23	Rect	5.00	5.00	18	Cir	162.00	18 18	Cir Cir	162.00 162.00
3	SWT-A2	Curb-	167.09	Rect	5.00	5.00	18	Cir	163.00	18	Cir	163.00
4	SWT-A3	Curb-	179.03	Rect	5.00	5.00	18	Cir	170.00			
5	YD-A4	DropCurb	167.79	Rect	2.00	2.00	18	Cir	163.00			
6	EX-B5	DropCurb	165.92	Rect	3.00	3.00	18	Cir	162.90			
7	MH-C0	Manhole	166.66	Rect	4.00	4.00	48	Cir	158.19	36	Cir	158.19
8	MH-C1	Manhole	165.05	Rect	6.00	6.00	36	Cir	158.39	36	Cir	158.38
9	MH-C2	Manhole	163.12	Rect	6.00	6.00	36	Cir	158.43	18 18	Cir Cir	158.43 158.43
10	DWT-B2	Curb-	164.00	Rect	5.00	5.00	18	Cir	158.67			
11	DWT-B1	Curb-	164.21	Rect	5.00	5.00	18	Cir	158.63			
12	EX-B6	DropCurb	0.00	Rect	4.00	4.00	12	Cir	164.48			

Project File: 2022-0539_Proposed Conditions_FINAL-1-31-23.stm | Number of Structures: 12 | Run Date: 2/14/2023

MyReport

Line No.	Area Dn (sqft)	Area Up (sqft)	Byp Ln No	Coeff C1 (C)	Coeff C2 (C)	Coeff C3 (C)	Capac Full (cfs)	Crit Depth (ft)	Cross Sl, Sw (ft/ft)	Cross Sl, Sx (ft/ft)	Curb Len (ft)	Defl Ang (Deg)	Depth Dn (ft)	Depth Up (ft)	DnStm Ln No	Drng Area (ac)	Easting X (ft)	EGL Dn (ft)	EGL Up (ft)	Energy Loss (ft)
1	1.11	1.11	2	0.20	0.50	0.90	28.67	0.90	0.013	0.013	12.00	-178.344	0.90	0.90**	Outfall	0.10	707949.50	159.75	162.88	0.000
2	0.92	0.92	11	0.20	0.50	0.90	10.03	0.78	0.015	0.015	12.00	76.739	0.90	0.78**	1	0.07	707940.68	162.81	163.09	0.000
3	0.84	0.84	2	0.20	0.50	0.90	11.65	0.72	0.038	0.038	12.00	-64.611	0.78	0.72**	2	0.15	707861.71	163.06	164.00	0.000
4	0.70	0.70	3	0.20	0.50	0.90	18.31	0.63	0.008	0.008	12.00	1.039	0.72	0.63**	3	0.35	707639.05	163.96	170.87	0.000
5	0.08	0.08	Sag	0.20	0.50	0.90	29.06	0.14	0.020	0.020	16.00	27.615	0.78	0.14**	2	0.09	707944.28	162.83	163.19	0.000
6	0.28	0.28	Sag	0.20	0.50	0.90	20.95	0.32	0.020	0.020	16.00	7.989	0.90	0.32**	1	0.46	707917.31	162.61	163.34	0.000
7	2.35	6.81	n/a	0.20	0.50	0.90	0.00	0.96	....	....	....	-156.701	0.97	2.13	Outfall	0.00	708053.00	160.30	160.36	0.068
8	5.39	5.04	n/a	0.20	0.50	0.90	21.29	1.07	....	....	....	-3.685	2.14	2.01	7	0.00	707868.21	160.40	160.48	0.084
9	5.10	5.00	n/a	0.20	0.50	0.90	23.49	1.07	....	....	....	4.596	2.03	2.00	8	0.00	707831.44	160.49	160.51	0.019
10	1.77	1.77	Sag	0.20	0.50	0.90	10.51	0.71	0.045	0.045	12.00	58.665	1.50	1.50	9	0.50	707828.47	160.56	160.59	0.027
11	1.77	1.77	Sag	0.20	0.50	0.90	10.39	1.15	0.074	0.074	12.00	-63.673	1.50	1.50	9	2.36	707815.66	160.89	161.04	0.145
12	0.34	0.65	Sag	0.20	0.50	0.90	7.97	0.77	0.020	0.020	16.00	-171.240	0.45	0.77**	Outfall	1.73	707681.50	160.88	165.65	0.000

Project File: 2022-0539_Proposed Conditions_FINAL-1-31-23.stm | Number of lines: 12 | Date: 2/14/2023

NOTES: ** Critical depth

MyReport

Flow Rate (cfs)	Sf Ave (ft/ft)	Sf Dn (ft/ft)	Grate Area (sqft)	Grate Len (ft)	Grate Width (ft)	Gnd/Rim El Dn (ft)	Gnd/Rim El Up (ft)	Gutter Depth (ft)	Gutter Slope (ft/ft)	Gutter Spread (ft)	Gutter Width (ft)	HGL Dn (ft)	HGL Up (ft)	HGL Jnct (ft)	HGL Jmp Dn (ft)	HGL Jmp Up (ft)	Incr CxA	Incr Q (cfs)	Inlet Depth (ft)	Inlet Eff (%)
5.45	0.000	0.000	....	....	....	160.27	168.02	0.11	0.007	8.52	2.00	159.37	162.50	162.50	....	....	0.10	0.78	0.11	75
4.13	0.000	0.000	....	....	....	168.02	167.23	0.20	0.003	13.58	2.00	162.50	162.78 j	162.78	162.46	162.41	0.07	0.55	0.20	69
3.58	0.000	0.000	....	....	....	167.23	167.09	0.20	0.039	5.34	2.00	162.78	163.72 j	163.72	162.82	162.76	0.14	1.18	0.20	52
2.74	0.000	0.000	....	....	....	167.09	179.03	0.12	0.026	14.44	2.00	163.72	170.63 j	170.63	164.33	164.20	0.33	2.74	0.12	27
0.15	0.000	0.000	....	....	....	167.23	167.79	0.02	Sag	1.06	....	162.78	163.14 j	163.14	162.77	162.68	0.02	0.15	0.02	100
0.76	0.000	0.000	....	....	....	168.02	165.92	0.06	Sag	3.14	....	162.50	163.22 j	163.22	162.49	162.18	0.09	0.76	0.06	100
10.78	0.179	0.339	....	....	....	163.66	166.66	....	....	....	....	159.97	160.32	160.33	....	....	0.00	0.00	....	....
11.37	0.043	0.040	....	....	....	166.66	165.05	....	....	....	....	160.33	160.40	160.41	....	....	0.00	0.00	....	....
11.49	0.047	0.046	....	....	....	165.05	163.12	....	....	....	....	160.41	160.43	160.50	....	....	0.00	0.00	....	....
3.51	0.111	0.111	....	....	....	163.12	164.00	0.21	Sag	4.70	2.00	160.50	160.53	160.59	....	....	0.43	3.51	0.21	100
8.86	0.712	0.712	....	....	....	163.12	164.21	0.41	Sag	5.58	2.00	160.50	160.65	161.04	....	....	1.42	8.86	0.41	100
3.28	0.000	0.000	....	....	....	0.00	0.00	0.17	Sag	8.35	....	160.49	165.25	165.25	....	....	0.40	3.28	0.17	100

Project File: 2022-0539_Proposed Conditions_FINAL-1-31-23.stm | Number of lines: 12 | Date: 2/14/2023

NOTES: ** Critical depth

MyReport

Inlet ID	Inlet Loc	(ft)	Inlet Time (min)	i Sys (in/hr)	i Inlet (in/hr)	Invert Dn (ft)	Invert Up (ft)	Jump Loc (ft)	Jump Len (ft)	Vel Hd Jmp Dn (ft)	Vel Hd Jmp Up (ft)	J-Loss Coeff	Junct Type	Known Q (cfs)	Cost RCP	Cost CMP	Cost PVC	
EX-B4	On Grade		5.0	7.31	8.25	158.47	161.60	....	....	0.00	0.00	1.93 z	Curb	0.00	1,652	1,486	1,404	
SWT-A1	On Grade		5.0	7.38	8.25	161.60	162.00	8.77	3.91	0.31	0.41	1.75 z	Curb	0.00	1,935	1,742	1,645	
SWT-A2	On Grade		5.0	7.54	8.25	162.00	163.00	8.13	3.61	0.28	0.43	0.50 z	Curb	0.00	3,360	3,024	2,856	
SWT-A3	On Grade		5.0	8.25	8.25	163.00	170.00	23.03	3.14	0.24	0.80	1.00 z	Curb	0.00	10,285	9,257	8,742	
YD-A4	Sag		5.0	8.25	8.25	162.00	163.00	6.53	1.36	0.01	0.28	1.00 z	Dp-Curb	0.00	640	576	544	
EX-B5	Sag		5.0	8.25	8.25	161.60	162.90	6.53	3.15	0.02	0.47	1.00 z	Dp-Curb	0.00	1,344	1,210	1,142	
MH-C0	Sag		0.0	5.86	0.00	159.00	158.19	....	....	0.00	0.00	0.15	MH	0.00	2,486	2,237	2,113	
MH-C1	Sag		0.0	6.17	0.00	158.19	158.39	....	....	0.00	0.00	0.15	MH	0.00	12,294	11,065	10,450	
MH-C2	Sag		0.0	6.24	0.00	158.38	158.43	....	....	0.00	0.00	0.91	MH	0.00	2,308	2,077	1,962	
DWT-B2	Sag		5.0	8.25	8.25	158.43	158.67	....	....	0.00	0.00	1.00	Curb	0.00	1,060	954	901	
DWT-B1	Sag		13.6	6.26	6.26	158.43	158.63	....	....	0.00	0.00	1.00	Curb	0.00	920	828	782	
EX-B6	Sag		5.0	8.25	8.25	160.04	164.48	....	....	0.00	0.00	1.00 z	Dp-Curb	0.00	2,578	2,320	2,191	

Project File: 2022-0539_Proposed Conditions_FINAL-1-31-23.stm | Number of lines: 12 | Date: 2/14/2023

NOTES: Intensity = 102.61 / (Inlet time + 16.50) ^ 0.82 -- Return period = 25 Yrs. ; ** Critical depth

MyReport

Line ID	Line Length (ft)	Line Size (in)	Line Slope (%)	Line Type	Local Depr (in)	n-val Gutter	n-val Pipe	Minor Loss (ft)	Northing Y (ft)	Pipe Travel (min)	Q Byp (cfs)	Q Capt (cfs)	Q Carry (cfs)	Line Rise (in)	Runoff Coeff (C)	Line Span (in)	Area A1 (ac)	Area A2 (ac)	Area A3 (ac)	Tc (min)
C3 - B4	41.982	18	7.46	Cir	0.0	0.013	0.013	n/a	1267322.33	0.22	0.20	0.59	0.00	18	0.95	18	0.00	0.00	0.00	8.4
B4 - A1	43.841	18	0.91	Cir	0.0	0.013	0.013	n/a	1267365.27	0.30	0.69	1.57	1.71	18	0.95	18	0.00	0.00	0.00	8.1
A1 - A2	81.310	18	1.23	Cir	0.0	0.013	0.013	n/a	1267384.64	0.64	1.51	1.67	2.01	18	0.95	18	0.00	0.00	0.00	7.5
A2 - A3	230.327	18	3.04	Cir	0.0	0.013	0.013	n/a	1267443.57	2.47	2.01	0.74	0.00	18	0.95	18	0.00	0.00	0.00	5.0
A1 - A4	13.060	18	7.66	Cir	....	....	0.013	n/a	1267377.82	2.59	0.00	0.15	0.00	18	0.20	18	0.00	0.00	0.00	5.0
B4 - B5	32.651	18	3.98	Cir	....	....	0.013	n/a	1267327.80	1.27	0.00	0.76	0.00	18	0.20	18	0.00	0.00	0.00	5.0
Pipe - (28)	37.852	48	-2.14	Cir	....	....	0.013	0.01	1267476.77	0.72	....	....	....	48	0.00	48	0.00	0.00	0.00	16.1
C0 - C1	196.180	36	0.10	Cir	....	....	0.013	0.01	1267542.62	2.03	....	....	....	36	0.00	36	0.00	0.00	0.00	14.1
C1 - C2	40.313	36	0.12	Cir	....	....	0.013	0.07	1267559.16	0.41	....	....	....	36	0.00	36	0.00	0.00	0.00	13.7
C2 - B2	23.941	18	1.00	Cir	0.0	....	0.013	0.06	1267582.91	0.20	0.00	3.51	0.00	18	0.85	18	0.00	0.00	0.00	5.0
C2 - B1	20.437	18	0.98	Cir	0.0	....	0.013	0.39	1267546.17	0.07	0.00	9.55	0.69	18	0.60	18	0.00	0.00	0.00	13.6
EX B6	88.660	12	5.01	Cir	....	....	0.013	n/a	1267455.63	0.35	0.00	3.28	0.00	12	0.23	12	0.00	0.00	0.00	5.0

Project File: 2022-0539_Proposed Conditions_FINAL-1-31-23.stm | Number of lines: 12 | Date: 2/14/2023

NOTES: ** Critical depth

MyReport

Throat Ht (in)	Total Area (ac)	Total CxA	Total Runoff (cfs)	Vel Ave (ft/s)	Vel Dn (ft/s)	Vel Hd Dn (ft)	Vel Hd Up (ft)	Vel Up (ft/s)	Cover Dn (ft)	Cover Up (ft)	Storage (cft)
5.5	1.22	0.75	5.45	4.93	4.93	0.38	0.38	4.93	0.30	4.92	46.46
5.5	0.66	0.56	4.13	4.10	3.73	0.31	0.31	4.46	4.92	3.73	44.53
5.5	0.50	0.48	3.58	4.06	3.87	0.28	0.28	4.26	3.73	2.59	71.81
5.5	0.35	0.33	2.74	3.59	3.26	0.24	0.24	3.91	2.59	7.53	177.60
4.0	0.09	0.02	0.15	0.96	0.16	0.05	0.05	1.76	3.73	3.29	6.19
4.0	0.46	0.09	0.76	1.70	0.69	0.11	0.11	2.71	4.92	1.52	22.28
....	2.86	1.84	10.78	3.08	4.58	0.33	0.04	1.58	0.66	4.47	171.45
....	2.86	1.84	11.37	2.18	2.11	0.07	0.08	2.26	5.47	3.66	1023.13
....	2.86	1.84	11.49	2.28	2.25	0.08	0.08	2.30	3.67	1.69	203.50
5.5	0.50	0.43	3.51	1.98	1.98	0.06	0.06	1.98	3.19	3.83	42.30
5.5	2.36	1.42	8.86	5.01	5.01	0.39	0.39	5.01	3.19	4.08	36.11
4.0	1.73	0.40	3.28	7.30	9.57	0.39	0.39	5.03	n/a	n/a	44.52

Project File: 2022-0539_Proposed Conditions_FINAL-1-31-23.stm | Number of lines: 12 | Date: 2/14/2023

NOTES: ** Critical depth

Appendix M

USDA Custom Soil Resource Report

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Richmond County, Georgia



Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:2,770 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 40 80 160 240

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Richmond County, Georgia
Survey Area Data: Version 15, Aug 30, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 11, 2020—Mar 12, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
FuC	Fuquay-Urban land complex, 2 to 8 percent slopes	35.1	86.7%
GnA	Goldsboro-Urban land complex	2.3	5.8%
Ud	Urban land	3.1	7.6%
Totals for Area of Interest		**40.5**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the

development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Richmond County, Georgia

FuC—Fuquay-Urban land complex, 2 to 8 percent slopes

Map Unit Setting

National map unit symbol: bx1x
Elevation: 130 to 480 feet
Mean annual precipitation: 44 to 52 inches
Mean annual air temperature: 63 to 70 degrees F
Frost-free period: 230 to 260 days
Farmland classification: Not prime farmland

Map Unit Composition

Fuquay and similar soils: 60 percent
Urban land: 40 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Fuquay

Setting

Landform: Hills
Landform position (two-dimensional): Summit, shoulder, backslope
Landform position (three-dimensional): Interfluve, side slope
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Marine deposits

Typical profile

H1 - 0 to 30 inches: loamy sand
H2 - 30 to 35 inches: sandy loam
H3 - 35 to 65 inches: sandy clay loam

Properties and qualities

Slope: 2 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 48 to 72 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 5.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: C
Hydric soil rating: No

GnA—Goldsboro-Urban land complex

Map Unit Setting

National map unit symbol: bx22
Elevation: 40 to 450 feet
Mean annual precipitation: 44 to 52 inches
Mean annual air temperature: 63 to 70 degrees F
Frost-free period: 230 to 260 days
Farmland classification: Not prime farmland

Map Unit Composition

Goldsboro and similar soils: 60 percent
Urban land: 35 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Goldsboro

Setting

Landform: Flats
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Marine deposits

Typical profile

H1 - 0 to 11 inches: sandy loam
H2 - 11 to 56 inches: sandy clay loam
H3 - 56 to 84 inches: sandy clay

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 24 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Moderate (about 8.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: C
Hydric soil rating: No

Minor Components

Rains

Percent of map unit: 5 percent
Landform: Depressions

Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Ud—Urban land

Map Unit Composition

Urban land: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Commission Meeting

June 6, 2023

Cooperative Service Agreement between Augusta, Georgia and United States Dept. of Agriculture Animal and Plant Health Inspection Services (APHIS) Wildlife Services (WS)

File Reference: 23 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve Augusta Engineering entering into Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Reducing Beaver Damage and related Flooding Issues. Requested by Augusta Engineering.
Background:	Beaver and their associated damages have been reported to cause an estimated damage of $200 million in the southern United States on an annual basis. Although accurate estimates are difficult to obtain in Georgia, the losses can probably be measured in the millions. Much of this damage is associated with impacting stream flow with building of dams and plugging culverts or creaks that prevent natural flow of water, damage to trees, creek bank destabilization and flooding. Augusta is experiencing similar Beaver created issues.
Analysis:	Augusta Engineering partnering with USDA APHIS WS will be a more cost-effective approach and the Agreement would allow this organization to function as extended arm of Augusta Engineering in managing Beavers in the Augusta service area. The management plan will involve the reduction of site-specific beaver population, using variety of control techniques, to a point where associated problems reach acceptable limits.
Financial Impact:	$7,500 per year. Funds available in Stormwater Utility Funds.
Alternatives:	1). Do not approve and abundant the project.
Recommendation:	Approve Augusta Engineering entering into Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Reducing Beaver Damage and related Flooding Issues. Requested by the Engineering

Funds are available in the following accounts: ($7500 per year) 581-044320-52.12115 - Stormwater Utility Funds

REVIEWED AND APPROVED BY: HM/SR

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .083 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335
EXP. XX/XXXX

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT

SECTION 1

1. WORK INITIATION DOCUMENT NUMBER

2. STATUS ☒ NEW ☐ RENEWAL

3A. TYPE OF WORK INITIATION DOCUMENT *(mark all that apply)*

☐ PRIVATE PROPERTY ☒ NON-PRIVATE PROPERTY ☐ TEMPORARY/CIVIL

☐ ADJACENT LANDOWNER ☐ AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT

3B. ASSIGN TO THESE SPECIAL GROUPS
(1)
(2)
(3)
(4)

SECTION 2

4. COOPERATOR NAME *(last, first, MI)*
City of Augusta

5. COOPERATOR MAILING ADDRESS
535 Telfair St, Augusta, GA 30901

6. COMMON NAME
City of Augusta

7. COOPERATOR TELEPHONE NUMBER
(706) 821-2300

8. OWNER OR REPRESENTATIVE NAME *(if different from Cooperator)*
James Glisson

9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER
(706) 814-4160

10. OWNER OR REPRESENTATIVE ADDRESS *(if different from Cooperator)*
2316 Tobacco Rd Augusta, Ga. 30906

SECTION 3

11. PROPERTY / LAND CLASS INFORMATION	COUNTY	PROPERTY	LAND CLASS	ACRES	12. ADJOINING PROPERTY WID NO.'s	13. TARGETED SPECIES	
A.	Richmond		Gov	10,000	A.	A. Beavers	F.
B.					B.	B.	G.
C.					C.	C.	H.
D.					D.	D.	I.
E.					E.	E.	J.
STATE	GA		TOTAL ACRES	10,000		☐ 14. There are additional targeted species *(complete and attach WS Form 12 Addendum)*	

SECTION 4

15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):

A. Traps, Body Grip	B. Traps, Foothold	C. Snares, Neck
D. Firearms	E. Handtools	F. Explosives, Binary

☐ 16. There are additional components *(complete and attach WS Form 12 Addendum)*

SECTION 5

17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS WS will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS WS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property and will notify WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property.

SECTION 6

18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.

19. SPECIAL CONSIDERATIONS
Multiple city owned sites throughout Augusta and Richmond county

20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE	20B. SIGNATURE	20C. DATE

21A. APHIS REPRESENTATIVE NAME	21B. SIGNATURE	21C. DATE
Houston Yuille		

21D. APHIS REPRESENTATIVE TELEPHONE NUMBER	21E. STATE OFFICE ADDRESS
(706) 546-5637	200 Phoenix rd Athens, GA 30605

PRIVACY ACT NOTICE

5 U.S.C. 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

AUTHORITY FOR REQUESTING INFORMATION

7 U.S.C. 8351 to 8353, and 16 U.S.C. 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

(1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;

(2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;

(3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

(4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

(5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;

(6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;

(7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;

(8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);

(9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;

(10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate (7 U.S.C. 136), of the location on a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and

(11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

WS Agreement Number: _____
WBS: _____
[optional] Cooperator PO: _____

COOPERATIVE SERVICE AGREEMENT
between
City of Augusta and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353. , to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment upon receipt of quarterly bill to "USDA, APHIS" in the amount of **$7,500.00.**
2. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).
This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective April 1,2023 and shall continue until March 31, 2024. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:
Cooperator's Tax ID No. _____
APHIS-WS's Tax ID: 41-0696271

James Glisson
2316 Tobacco rd
Augusta, GA 30906

Odin Stephens: USDA APHIS-WS
200 Phoenix Road
Athens, GA 30605

James Glisson Date

APHIS-WS State Director's Signature Date

WORK PLAN

Basis for Program:
Beaver and their associated damage have been reported to cause an estimated damage of $200 million in the southern United States on an annual basis. Although accurate estimates are difficult to obtain in Georgia, the losses can probably be measured in the millions. Much of this damage is associated with impacting stream flow with the building of dams and plugging culverts or creeks that prevent the natural flow of water.

The objective of this of this plan is to reduce beaver damage and related flooding issues by means of dam and beaver removal from site.

Wildlife Species:
Beaver

Description of Damage:
Damage to trees, blocking canals due to damming, creek bank destabilization, and flooding.

Location:
Richmond County, GA

Services Provided:
The management plan will involve the reduction of site specific beaver populations to a point where associated problems reach acceptable limits. A variety of control techniques may be used trapping, shooting, and dam removal through the use of hand tools, explosives, or mechanized equipment. These techniques have been proven to be legal, safe, selective, and pose no secondary toxicity hazards to humans or other animals.

Long term control will require an ongoing, though less intense, program of population management, dam removal, and possible structural modifications.

Reports:
If requested, a brief, final report will be prepared at the conclusion of the project.

WS Agreement Number: _____
WBS: _____
[optional] Cooperator PO: _____

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		$4,210.26
Travel		$0.00
Vehicles		$1688.28
Other Services		$0.00
Supplies and Materials		$0.00
Equipment		$0.00
Subtotal (Direct Charges)		$5.898.54
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	$648.84
Indirect Costs	16.15%	$952.61
Aviation Flat Rate Collection		$0.00
Agreement Total		$7,500.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed:		**$7,500.00**

Cooperator Financial Point of Contact

James Glisson
2316 Tobacco rd
Augusta, GA 30906
(706) 432-5218
JGlisson@augustaga.gov

USDA APHIS-WS Financial Point of Contact

Vera Ozmore
USDA-APHIS-Wildlife Services
200 Phoenix Road
Athens, GA 30605
(706) 546-5637
vera.ozmore@usda.gov

ST-5 (Rev. 07/11/22)

STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER

To: YUILLE HOUSTON (SUPPLIER) — 4/11/2023 (DATE)

200 PHOENIX ROAD (SUPPLIER'S ADDRESS) — ATHENS (CITY) — GA (STATE) — 30605 (ZIP CODE)

THE UNDERSIGNED HEREBY CERTIFIES that all purchases* made after this date will qualify for the tax-free or tax-exempt treatment indicated below. (Check the Applicable Box) (*The terms "purchase" and "sale" include leases and rentals.)

☐ 1. Purchases of tangible personal property or services for **RESALE ONLY**. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. **TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE.** O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).

☒ 2. Purchases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(A).

☐ 3. Purchases of tangible personal property or services made by any authority created by local law enacted by the General Assembly or local constitutional amendment, which authority provides public water or sewer service. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(B).

☐ 4. Purchases of tangible personal property or services made by the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.

☐ 5. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).

☐ 6. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).

☐ 7. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private carriers. O.C.G.A. § 48-8-3(33)(A).

☐ 8. Purchases of tangible personal property or services made by the Federal Reserve Bank, a federally charted credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A § 48-6-97.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

Purchaser's Name: AUGUSTA-RICHMOND COUNTY CONSOLIDATED GOVT Sales Tax Number: 58-2204274 (IF REQUIRED)

Purchaser's Type of Business: CITY-COUNTY CONSOLIDATED GOVERNMENT

Purchaser's Address: 535 TELFAIR STREET, SUITE 605, AUGUSTA, GA 30901

Printed Name and Signature: GERI A. SAMS Geri Sams Title: DIRECTOR OF PROCUREMENT

Telephone Number: 706-821-2422 Email: PROCADMINISTRATIVE@AUGUSTAGA.GOV

Supplier must secure and maintain one properly completed certificate of exemption from each purchaser making purchases without the payment of tax.

Instructions for Completing WS Form 12A, Work Initiation Document For Wildlife Damage Management

NOTE: A WS Form 12A Work Initiation Document (WID) is required to be signed by a Cooperator for all properties worked by Wildlife Services (WS). The WID and the WID agreement in WS Management Information System (MIS) expire 5 years after the Cooperator signature date. To renew a WID agreement for another 5 years, a new WS Form 12A is required to be signed by the Cooperator, and everything on the WID agreement in MIS must match the corresponding items on the WS Form 12A.

NOTE: An expanded and detailed set of instructions for the WID is available in MIS. Employees should study the detailed version until familiar with completing the WID.

SECTION 1 – Basic WID Identification and Type

1. Entering the WID document number is optional. Contact your MIS Data Technician to obtain this number if one is needed.

2. Mark only one box, selecting New (agreement) or Renewal (of existing agreement).

3. A WID may have more than one type of work characteristic. Mark all applicable boxes indicating this WID's type of work.

SECTION 2 – Cooperator Information

4. Enter the name of the Cooperator as it appears on the Cooperative Service Agreement, Cooperative Service Field Agreement, Memorandum of Agreement or Understanding, or as it appears in the Cooperator's business references.

5. Enter the Cooperator's mailing address with street or P.O. box, city, state, and ZIP code. This may be the permanent address, mailing address, home address, or business/office address.

6. Enter the common name of the Cooperator's business, farm, or ranch, if applicable.

7. Enter the Cooperator's telephone number including the area code. It may be a landline or mobile telephone number.

8. Enter the name of the owner or Cooperator's representative if it is different from the Cooperator's name.

9. Enter the property owner's or property owner representative's telephone number including area code.

10. Enter the property owner's address (or property owner representative's work address if this is a business or a non-private agreement), including the ZIP code. If the Cooperator's address in Item 5 is also the owner's address, skip this step.

SECTION 3 – Property Information, Location of Work, and Species Being Addressed

11. In this subsection, record the state and counties for the site(s) where the work is being performed for the cooperator. Include for each property the land class being worked on and the number of acres for the land class. Usually, only one land class can be recorded per property. If there is more than one land class on a property, identify each of them separately (e.g. Property: Smith #1, Land Class Private; Smith #2, Land Class County/City). Record the total acres by summing all entries in the "Acres" column.

12. If the WID allows work on an adjoining property as part of the project, additional WIDs signed by the adjoining landowners/ managers must be obtained. The WID document numbers for the adjoining properties go in this subsection. If WID numbers are not assigned, list the name of the other land owners/managers instead of numbers.

13. List the full common names of the targeted species as found in MIS. Review MIS Reference Files for accuracy.

14. If more than 10 species are targeted, mark this box and list the additional species on WS Form 12 Addendum. The WS Form 12A also requires an original signature. Ensure the WS Form 12 Addendum is attached to this WS Form 12A.

SECTION 4 – Component Use Information

15. List the components that will be used in the project. They must be annotated exactly as they appear in the MIS component list. Do not list any activities (e.g., shooting, trapping, etc.).

16. If more than six components are entered, mark this box and list the additional components on WS Form 12 Addendum. The WS Form 12 Addendum also requires an original signature. Ensure the addendum is attached to this WS Form 12A.

Section 5 – Work Initiation Considerations, WS Responsibilities

17. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

Section 6 – Work Initiation Considerations, Cooperator Responsibilities

18. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

19. **Special Considerations** - If any special considerations are agreed to for this project, enter them in Item 19. They may also be entered in the MIS in the Agreement Remarks or the Property Comments fields.

20, 21. **Signatures/Dates** – To complete the form, both the Cooperator's authorized signer and the APHIS Representative (WS employee) print their names, sign in ink, and date the WS Form 12A. The WS employee also enters a contact telephone number and the State Office's address.

The WS employee is responsible for ensuring the Cooperator or authorized representative receives a copy of the WS Privacy Act Notice.

Instructions for Using the CSA Short Template (for non-Federal Projects at/under $7,500)

[If Equipment valued at or over $5000 is planned for purchase on this project, the Long Template should be used]

1. **All articles are required to be written verbatim as shown in the template.**

2. **Complete areas in yellow with appropriate information as needed.**

3. **For new cooperators (other than for Over-the-Counter agreements) and reimbursable agreements, ensure the Cooperator provides a Tax Identification Number or Social Security Number.**

Updates:

- consolidated WS ER/WR Operations template

Commission Meeting

June 6, 2023

Update on ARP (American Rescue Plan)

Department:	N/A
Presenter:	N/A
Caption:	Task the Administrator with bringing back a status update on the 82.3 million of American Rescue Plan (ARP) spending plan in a line itemized breakdown format…. With name of Entity / Activity awarded, Award amount and balance / statue to date. **(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
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

June 6, 2023

Approve 2024 Budget Planning Calendar

Department:	Finance
Presenter:	Donna B. Williams, CGFM
Caption:	Present 2024 Budget Planning Calendar for Approval
Background:	The Budget Calendar establishes tentative dates for the completion of the various stages of the 2024 budget presentation and adoption process.
Analysis:	The calendar is presented for approval consistent with the legal requirements in accordance with OCGA 36-81-5. The budget calendar, as planned, will facilitate developing, reviewing and deliberations by the legislative body, input from the citizens of Augusta and adoption of FY2024 budget on a timely basis. The budget will be adopted prior to the fiscal year 2024.
Financial Impact:	N/A
Alternatives:	Revise calendar, however some dates and/or time requirements are set by state or local ordinances, for example, date of adoption: Sec 2-3-6 The budget shall be finally adopted by the Commission at or before the adjournment of the regularly called meeting on the third Tuesday of the month of November, which meeting shall be a public meeting.
Recommendation:	Approve Budget Calendar for FY2024 as attached
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AUGUSTA, GEORGIA
2024 BUDGET PLANNING CALENDAR

MAY-JUNE 2023

May 30	Finance Committee approves FY2024 Budget Calendar
June 6	Commission approves FY2024 Budget Calendar
June 7	FY2024 Budget Retreat

JULY 2023

July 13	Distribution of Budget Calendar and Instructions
July 17	Departments **with** CentralSquare-Finance Enterprise access may start entering in Budget Item Detail

AUGUST 2023

August 4	**Deadline for *ALL* submission of budget documents to Finance**

SEPTEMBER 2023

September 6-15	Departmental Work Sessions with representatives of the Administrator's office and the Finance Department
September 18-22	Commission Work Sessions as needed
September 29	*Budget summary presented to Administrator by Finance Department*

OCTOBER 2023

October 2-6	Commission Work Sessions as needed
October 17	**FY2024 Proposed Budget presented to Augusta-Richmond County Commission by the Administrator**
October 23-27	Commission Work Sessions as needed
October 30	Publish Public Hearing Notice in newspaper

NOVEMBER 2023

November 7	***PUBLIC TOWN MEETING / COMMISSION MEETING*** Public Hearing of 2024 Budget
November 8-16	Commission Work Sessions as needed
November 13	Publish Notice of Budget Adoption in newspaper
November 21	**Adoption of the FY2024 Budget by the Augusta-Richmond County Commission**

JANUARY 2024

January 1	Effective date for the Fiscal year 2024 Budget

Commission Meeting

June 6, 2023

Georgia Soul Organization

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** allowing the Administrator to bring back recommendations for funding sources for the request made by Ms. Ernesia Wright of the Georgia Soul Organization in the amount of $250,000. **(Approved by Finance Committee May 9, 2023) (Deferred from to the May 16, 2023 Commission Meeting to the June 6, 2023 meeting)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

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

_____	Commission	Date of Meeting _____
_____	Public Safety Committee	Date of Meeting _____
_____	Public Services Committee	Date of Meeting _____
_____	Administrative Services Committee	Date of Meeting _____
_____	Engineering Services Committee	Date of Meeting _____
✓	Finance Committee	Date of Meeting 5/9/2023

Contact Information for Individual/Presenter Making the Request:

Name: Ernesia Wright
Address: 3643 Walton Way Ext Suite 7B
Telephone Number: (706) 910-2148
Fax Number:
E-Mail Address: nesia.wright@georgiasoulbasketball.com

Caption/Topic of Discussion to be placed on the Agenda:
The Georgia Soul Organization would like to discuss partnership opportunities and financial support options from the City of Augusta

Please send this request form to the following address:

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

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

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

Nancy Morawski

From: Ernesia Wright <nesia.wright@georgiasoulbasketball.com>
Sent: Thursday, May 4, 2023 8:05 AM
To: Nancy Morawski
Subject: [EXTERNAL] Georgia Soul Agenda Item Submission
Attachments: Ga Soul Agenda Meeting.pdf

Good morning,
Please see the attached submission for to add the Georgia Soul to the May 9th commission meeting. Thank you!

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

Commission Meeting

June 6, 2023

Payments from the Augusta Library

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the development of a plan regarding the reduction of the deficit of $1.3 million dollars of the Augusta Library with the division of this amount in half with $650,000 each to the Library and Augusta and a further division into two cash payments on the Library side of $325,000 each with one received by Augusta in FY2023 and one in FY 2024. On Augusta's side the $650,000 will be divided in half with $325,000 added as an increased funding level to the Library's FY2024 budget and the second payment of $325,000 will be added as an increased funding level to the Library's FY2025 budget with the total plan to be subject to a review by the Law Department. **(Approved by Finance Committee May 9, 2023 and deferred from the May 16, 2023 Commission Meeting)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

June 6, 2023

Augusta-Richmond County Correctional Institution Capacity Agreement (FY24)

Department:	Augusta-Richmond County Correctional Institution
Presenter:	Evan Joseph, Warden
Caption:	Motion to approve Augusta-Richmond County FY24 Capacity Agreement for State Inmates to be housed at the Richmond County Correctional Institution
Background:	Augusta-Richmond County contracts with the Georgia Department of Corrections to house Two Hundred Thirty (230) non-violent state inmates. Inmates perform skilled/non-skilled labor in various city departments.
Analysis:	The Georgia Department of Corrections pays the City of Augusta a per diem of Twenty-two ($22.00) per day per inmate. The inmates supplement the City of Augusta's workforce.
Financial Impact:	The revenues receive from the state of Georgia is approximately (45%) of the department's annual budget.
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
AUGUSTA GEORGIA
COUNTY CAPACITY

THIS AGREEMENT is entered into the 1st day of July, 2023, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia ("Department"), and AUGUSTA GEORGIA, a political subdivision of the State of Georgia ("County"), acting by and through its Board of County Commissioners, referred to individually as "Party" or together as "Parties."

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, ("State Offenders"); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County ("Services").

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 230 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department's SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. County agrees to grant Department access to County's records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department's request.

3. Notification of Medical Treatment. County shall notify Department of any State

Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars ($1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. County agrees that it will not hire any employee terminated by Department for misconduct or who resigns from Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Twenty-Two Dollars ($22.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when a State Offender is not housed at the County facility including when a State Offender is out to court or sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2023, until 11:59 p.m. on June 30, 2024 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of

termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder.

8. Prison Rape Elimination Act. County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 155.12, County further agrees to cooperate with Department in any audit, inspection, or investigation by Department or other entity relating to County's compliance with PREA. Department shall monitor the County's compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and County will provide such documents or records at Department's request. County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County:	Augusta Georgia Administrator, Board of Commissioners 535 Telfair Street, Suite 910 Augusta, GA 30901
With a copy to:	Richmond County Prison Warden, Evan Joseph 2314 Tobacco Road Augusta, GA 30906
If to the Department:	Jennifer Ammons General Counsel Georgia Department of Corrections State Office South, Gibson Hall, 3rd Floor P.O. Box 1529 Forsyth, Georgia 31029
With a copy to:	Robert Toole Facilities Director Georgia Department of Corrections State Office South, Gibson Hall, 1st Floor P.O. Box 1529 Forsyth, Georgia 31029

10. Reimbursement of Medical Costs.

a. Department agrees to reimburse County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars ($1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars ($1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.

b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.

c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.

d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.

e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties

hereto with respect to the subject matter hereof are merged herein.

12. Sole Benefit. Department and County enter into this Agreement for their sole benefit. Department and County do not intend to give any rights pursuant to this Agreement to any other parties.

13. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

14. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel

COUNTY:

By: _____

Print Name: _____

Title:_____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Commission Meeting

June 6, 2023

Community Cat Ordinance Amendment

Department:	Animal Services
Presenter:	James H. Hill III, Director
Caption:	Motion to approve Community Cat Ordinance Amendment. **(Approved by Full Commission April 18, 2023)**
Background:	On 4/18/23 the Commission voted unanimously to approve an ordinance amendment for the management of Community Cats that would reduce the number of cats impounded and euthanized. This approval came with an agreement on record from Best Friends Animal Society that they would fund the program completely for 3 years.
Analysis:	Under the current ordinance Animal Services has to intake over 2,000 cats annually and euthanize approximately 50% of them. The Community Cat Ordinance amendment should drastically reduce our intake and euthanasia numbers which will result in less staff hours allocated for cat care, cat complaints, and cat euthanasia.
Financial Impact:	Reduction in the total cost of care and euthanasia of cats annually.
Alternatives:	No alternatives recommended
Recommendation:	Approve
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

ORDINANCE NO. ____

AN ORDINANCE TO AMEND TITLE 4, CHAPTER 1 OF THE AUGUSTA, GEORGIA CODE; AND FOR OTHER PRUPOSES

WHEREAS, the Augusta-Richmond County Commission adopts herein by reference those matters referred to in Ordinance No. ____, related studies and proposals, and the minutes and exhibits of the Augusta-Richmond County Commission where Ordinance No. ____ was debated, discussed, and adopted;

WHEREAS, it is the intent of the Augusta-Richmond County Commission, by and through this Ordinance and the accompanying amendments, to delete, replace, amend or add to sections of this chapter and/or necessary rules and regulations referenced by this Chapter, and any interpretation of this Ordinance should be done with the express understanding that all amendments encompassed in this Ordinance are aimed to support the use of non-lethal community cat population management techniques;

BE IT ORDAINED by the Augusta-Richmond County Commission, and it is hereby ordained by authority of the same as follows:

SECTION 1. AUGUSTA, GA CODE, Title 4, Section 4-1-16 "Definitions." is hereby amended as follows:

To the definition of "abandoned" adding: an animal shall be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter, for a period in excess of (48) hours, regardless of where such animal may be found or kept. A person returning a healthy community cat to the location where it was trapped does not abandon that cat.

To add a definition of "Community Cat:" Any free-roaming cat without evidence of ownership. Community cats that are ear tipped indicate the animal is sterilized and vaccinated against rabies at least one time. A community cat that is not yet ear-tipped is eligible for sterilization, vaccination, ear tipping and return to the location where it was trapped. Community cats are exempt from provisions that apply to owned animals, including but not limited to provisions regarding identification, at-large, and abandonment.

To amend the definition of a "Feral Cat Caregiver:" ~~Feral~~ Community Cat Caregiver. Any person, who in accordance with a good faith effort to trap, neuter, vaccinate and return the ~~feral~~ community cat, provides volunteer care to a ~~feral~~ community cat.

To amend the definition of "owner:" Owner means any person or any legal entity, owning, possessing, harboring, keeping, or having custody or control of an animal. In the case of animals owned by a minor, the term "owner" includes the parents or person in custody of the minor. Owner does not include any person caring for a ~~feral~~ community cat as a ~~feral~~ community cat caregiver.

To amend the definition of "Trap-Neuter-Return/TNR:" A non-lethal approach to ~~feral~~ community cat population control where ~~feral~~ community cats are humanly trapped, sterilized, vaccinated, ear tipped and returned to the location where they were originally trapped.

SECTION 2. AUGUSTA, GA CODE, Title 4, Section 4-1-18 "Evidence of Vaccination." is hereby amended by adding a subsection (d): *Ear tip.* A community cat that has been ear-tipped indicates the cat has been vaccinated against rabies at least once. A community cat is exempt from displaying any tag.

SECTION 3. AUGUSTA, GA CODE, Title 4, Section 4-1-21 "Duty of owner to keep dog and cat under control; stray animals prohibited." is hereby amended by striking from and inserting in subsection "(a)" and "(e)" the language as indicated:

(a) It shall be unlawful for any animal to be out of control and/or unattended off the premises of its owner, and/or upon the premises of another person without the permission of such other person. This section shall not apply to community cats, to those dogs which are actively engaged in hunting or field trials, dogs in off-leash dog parks or to those dogs and cats which are participating in animal shows or exhibitions.

…

(e) ~~Augusta, Georgia does not sanction Trap-Neuter-Return/TNR programs at this time, I~~ In the interest of reducing the outside cat population and the admission and euthanasia rates at the municipal shelter, Augusta, Georgia will not ~~pursue~~ impound healthy outdoor cats without complaints. Healthy community cats shall be returned to the location where they were trapped or transferred to an organization for the purpose of adoption or sterilization, vaccination, and return.

SECTION 4. AUGUSTA, GA CODE, Title 4, Section 4-1-23 "Impounding dogs and cats at large." is hereby amended by striking from and inserting in subsection the language as indicated:

Any and all dogs and sick or unhealthy cats found running at large upon public places (other than Dog Parks) or found on the premises of another in violation of this Article ~~shall~~ may be immediately impounded by the Animal Control

Department of Augusta-Richmond County. A pet with an identifiable owner may be returned directly to the owner without impoundment in the shelter. Healthy community cats shall be returned to the location where were trapped or transferred to an organization for the purpose of adoption or sterilization, vaccination, and return.

SECTION 5. AUGUSTA, GA CODE, Title 4, Section 4-1-24 "Impounding dogs and cats where owner unknown." is hereby amended by adding:

In the event the owner of a dog or sick or unhealthy cat is not known and such animal is upon the streets, alleys, sidewalks, school grounds, public places, or premises of another, any law enforcement officer or agent or employee duly authorized by Augusta-Richmond County shall be authorized to take possession of such dog or cat and impound it in Augusta-Richmond County Animal Control Department shelter for detention, control and disposition as provided in this Article. Healthy community cats shall be returned to the location where were trapped or transferred to an organization for the purpose of adoption or sterilization, vaccination, and return.

SECTION 6. AUGUSTA, GA CODE, Title 4, Section 4-1-25 "Disposition of impounded animals." is hereby amended by striking from and inserting in subsection "(a)" and "(f)" the language as indicated:

(a) It shall be the duty of the Augusta Animal Services Department officers to impound any dangerous, vicious, guard, or protection dogs not confined, chained or muzzled as provided in the section; any female dog while in estrus not confined within an enclosure which can reasonably be expected to keep away or not attract male dogs; any animal not wearing the rabies inoculation tag required by state statute or local ordinance; any abandoned animal; any prohibited animal and any animal unrestrained in Augusta. A healthy community cat is exempt from mandatory impound outlined in this paragraph.

…

(f) *Community cats.* In the event a healthy community cat is impounded, it may be immediately returned to the location where it was trapped or immediately transferred to another organization for the purpose of adoption or sterilization, vaccination, and return.

SECTION 7. AUGUSTA, GA CODE, Title 4, Section 4-1-26 "Abandonment." is hereby amended by adding:

No person shall release an animal on any property, public or private, with the intention of abandoning the animal. Returning a community cat to the location where it was trapped is not abandonment.

SECTION 8. AUGUSTA, GA CODE, Title 4, Section 4-1-39 "Reserved." is hereby amended by replacing the reserved section with "Community Cat Program" and adding subsections as follows:

(a) A community cat that has been impounded which has already been ear-tipped shall be returned immediately to the location at which it was found, unless veterinary care is required.

(b) Community cats shall not be exempt from the provisions of statute or this ordinance applicable to the prohibition on cruelty to animals; provided however, the return of a community cat to the location at which it was found or humanely trapped, subsequent to sterilization, vaccination and ear-tipping, shall not be considered abandonment under any statute or other provision of this ordinance.

(c) Community cats, being unowned as defined herein, shall not be subject to provisions of this ordinance applicable to owned animals, including but not limited to, licensing, at large provisions, and display of rabies tag.

(d) Community cats shall be eligible for return to the location where they were found prior to any stray hold provision provided by statute or other provision of this ordinance, so long as the community cat is sterilized, ear-tipped and vaccinated for rabies prior to return to that location.

SECTION 9. This ordinance shall become effective upon adoption.

SECTION 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 11. Should any section, provision, or clause of any part of this Ordinance be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set for circumstances be declared invalid or unconstitutional, such invalidity shall not be construed as to affect portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of this Ordinance would have been adopted had such invalid portion not been included herein.

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ____ day of _____, 2023.

(SEAL)

AUGUSTA, GEORGIA

By:_____

Garnett Johnson

Attest: Mayor

_____

Clerk of Commission

STATE OF GEORGIA

RICHMOND COUNTY

FIRST READING _____

SECOND READING _____

CLERK'S CERTIFICATE

I, LENA J. BONNER, Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Augusta-Richmond County Commission ("the Commission") at an open public meeting duly called and lawfully assembled at 2:00 P.M., on the ____ day of _____, 2023, in connection with the foregoing ordinance, that such ordinance has not been modified or rescinded as of the date hereof, and the original of such ordinance being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby **CERTIFY** that there was a quorum of the Commissioners present at such meeting, and that such ordinance was duly adopted by the pursuant to the constituting and governing laws of the Augusta-Richmond County Commission.

Witness my hand and the official seal of Augusta, Georgia this ____ day of _____, 2023.

(SEAL) _____

Lena J. Bonner

Clerk of Commission

Commission Meeting

June 6, 2023

FY2024 CACJ FAMILY TREATMENT COURT GRANT

Department:	SUPERIOR COURT
Presenter:	PAIGE FORD, DIRECTOR OF ACCOUNTABILITY COURTS
Caption:	Motion to approve the FY2024 Criminal Justice Coordinating Council grant award for the Family Treatment Court Program in the amount of $134,120.
Background:	Grant award will help with the implementation of the new Family Treatment Court Program in Juvenile Court. This Program will promote the reunification of families through evidence-based substance abuse treatment and judicial accountability.
Analysis:	N/A
Financial Impact:	Grant award in the amount of $134,120 which includes the cash match not to exceed $16,094.
Alternatives:	The grant award will assist with daily operations of the Family Treatment Court Program.
Recommendation:	N/A
Funds are available in the following accounts:	Account will be created once grant award is approved
REVIEWED AND APPROVED BY:	N/A

AUGUSTA, GEORGIA
New Grant Proposal/Application

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

Proposal	Project No.	Project Title
PR000434	SUPERIOR	FY24 CACJ AUGUSTA JUDICIAL CIRCUIT FAMILY TREATMENT COURT

Grant request offer by the Criminal Justice Coordinating Council for the implementation of a Family Treatment Court which focuses on the protection, best interests, and permanency of children by promoting safe and stable families through abstinence from alcohol and illicit drugs by provided treatment services. The FY24 grant application is an implementation grant to start the first Family Treatment Court in the Augusta Judicial Circuit /Cash Match Required: 12%, in-kind contractor labor taken from Acct# 101022110-5239114 /EEO required (Y/N): No /EEO Department Notified: Yes

Start Date: 07/01/2023 **End Date:** 06/30/2024
Submit Date: 02/27/2023 **Department:** 027 Superior Court **Cash Match?** Y
Total Budgeted Amount: 292,091.21 **Total Funding Agency:** 260,795.72 **Total Cash Match:** 31,295.49

Sponsor: GM0012 Criminal Justice Coord Co
Sponsor Type: S State
Purpose: 5 Drug Courts **Flow Thru ID:**

Contacts

Type	ID	Name	Phone
I	GMI028	Victoria Ford	(709)823-4424

Approvals

Type	By	Date
FA	N. MARTIN	02/27/2023

Dept. Signature:
Grant Coordinator Signature: 3/13/2023

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

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

o Deny the request _____

Donna Williams — 3-14-2023
Finance Director — Date

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

o Approve the Department Agency to move forward with the application

o Deny the request _____

3/16/2023
Administrator — Date

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

REFERENCE NO.: 01

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia

SUBGRANT AWARD

SUBGRANTEE: Richmond County

IMPLEMENTING AGENCY: Augusta/Richmond County

PROJECT NAME: Family Drug Court IMPLEMENTATION

SUBGRANT NUMBER: J24-8-118

FEDERAL FUNDS: $ 118,026
MATCHING FUNDS: $ 16,094
TOTAL FUNDS: $ 134,120
GRANT PERIOD: 07/01/23-06/30/24

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2023.

AGENCY APPROVAL

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/23

SUBGRANTEE APPROVAL

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

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

****

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/23	9		**	J24-8-118
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Family Drug Court IMPLEMENTATION	624.41	$ 118,026

Commission Meeting

June 6, 2023

FY2024 CACJ ADULT FELONY DRUG COURT GRANT

Department:	SUPERIOR COURT
Presenter:	PAIGE FORD, DIRECTOR OF ACCOUNTABILITY COURTS
Caption:	Motion to approve the FY2024 Criminal Justice Coordinating Council grant award for the Adult Felony Drug Court Program in the amount of $727,962.
Background:	Grant award will help in the continuation of the Adult Felony Drug Court Program with a Veterans and Mental Health track. This will advance public safety, reduce costs to the community, and improves individual and community health by providing intensive, integrated, evidence-based court supervision and comprehensive treatment services for the Adult Felony Drug Court Participants.
Analysis:	N/A
Financial Impact:	Grant award in the amount of $727,962 which includes the cash match not to exceed $87,355.
Alternatives:	The grant award will assist with daily operations of the Adult Felony Drug Court Program.
Recommendation:	N/A
Funds are available in the following accounts:	Org Key: 220022635
REVIEWED AND APPROVED BY:	N/A

AUGUSTA, GEORGIA
New Grant Proposal/Application

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

Proposal	Project No.	Project Title
PR000433	SUPERIOR	FY24 CACJ AUGUSTUA JUDICIAL CIRCUIT ADULT FELONY DRUG COURT

Grant request offer by the Criminal Justice Coordinating Council for the continuation of Drug Court treatment services which advances public safety, reduces crime, and improves individual/community health by providing integration of substance abuse treatment and intense supervision to return a sober, law abiding citizen to the community. The FY24 grant application is combining Adult Drug Court, Veterans Court, and Mental Health Court into one grant award instead of three. /Cash Match Required: 12% taken from participant fees Acct# 220022635-3511410 /EEO required (Y/N): No /EEO Department Notified: Yes

Start Date: 07/01/2023 **End Date:** 06/30/2024
Submit Date: 02/24/2023 **Department:** 027 Superior Court **Cash Match?** Y
Total Budgeted Amount: 717,478.91 **Total Funding Agency:** 640,606.17 **Total Cash Match:** 76,872.74

Sponsor: GM0012 Criminal Justice Coord Co
Sponsor Type: S State
Purpose: 5 Drug Courts **Flow Thru ID:**

Contacts

Type	ID	Name	Phone
I	GMI028	Victoria Ford	(709)823-4424

Approvals

Type	By	Date
FA	N. MARTIN	02/24/2023

Dept. Signature: [signature]
Grant Coordinator Signature: [signature] NMH@ 3/30/2023

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

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

o Deny the request _____

[signature] 3-30-2023
Finance Director Date

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

o Approve the Department Agency to move forward with the application

o Deny the request _____

[signature] 3/31/23
Administrator Date

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

REFERENCE NO.: 01

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia

SUBGRANT AWARD

SUBGRANTEE: Richmond County

IMPLEMENTING AGENCY: Augusta/Richmond County

PROJECT NAME: Adult Felony Drug Courts

SUBGRANT NUMBER: J24-8-004

FEDERAL FUNDS: $ 640,607
MATCHING FUNDS: $ 87,355
TOTAL FUNDS: $ 727,962
GRANT PERIOD: 07/01/23-06/30/24

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2023.

AGENCY APPROVAL

Jay Neal

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/23

SUBGRANTEE APPROVAL

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

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

****

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/23	9		**	J24-8-004
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Adult Felony Drug Courts	624.41	$ 640,607

Commission Meeting

June 6, 2023

FY24 Criminal Justice Coordinating Council Grant

Department:	Richmond County State Court
Presenter:	Crystal Page
Caption:	Motion to accept FY24 Criminal Justice Coordinating Council Grant
Background:	Grant funds are used to support the operations of the Richmond County State Court DUI and Veterans Court Programs.
Analysis:	None
Financial Impact:	Acceptance of these funds require a 12% cash match. The Accountability Court Coordinator's salary is approved by the grantor to use as the 12% cash match.
Alternatives:	None
Recommendation:	Approve
Funds are available in the following accounts:	Budgeted in 220022638, matched funds from 204000000/3511410
REVIEWED AND APPROVED BY:	Chief Judge Kellie K. McIntyre

REFERENCE NO.: 01

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia

SUBGRANT AWARD

SUBGRANTEE: Richmond County

IMPLEMENTING AGENCY: Augusta/Richmond County

PROJECT NAME: Driving Under the Influence

SUBGRANT NUMBER: A24-8-018

FEDERAL FUNDS:	$ 169,784
MATCHING FUNDS:	$ 23,152
TOTAL FUNDS:	$ 192,936
GRANT PERIOD:	07/01/23-06/30/24

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2023.

AGENCY APPROVAL

Jay Neal

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/23

SUBGRANTEE APPROVAL

Signature of Authorized Official Date

Garnett L. Johnson
Mayor, Augusta-Richmond County

Typed Name & Title of Authorized Official

58-2204274-004

Employer Tax Identification Number (EIN)

****

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/23	9		**	A24-8-018
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Driving Under the Influence	624.41	$ 169,784

AUGUSTA, GEORGIA
New Grant Proposal/Application

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

Proposal	Project No.	Project Title
PR000422	STATE CT	CRIMINAL JUSTICE COORDINATING COUNCIL FY24 GRANT

Requesting grant funds from CJCC for the operation of Richmond County State Court DUI & Veterans Court/cash match: 12% cash match funding source is from 204000000/3511410 - participant fees:/EEO required: No/EEO Department Notified: No

Start Date: 07/01/2023 **End Date:** 06/30/2024
Submit Date: 02/02/2023 **Department:** 026 State Court **Cash Match?** Y
Total Budgeted Amount: 182,767.00 **Total Funding Agency:** 160,835.00 **Total Cash Match:** 21,932.00

Sponsor: GM0012 Criminal Justice Coord Co
Sponsor Type: S State
Purpose: 4 DUI Courts **Flow Thru ID:**

Contacts

Type	ID	Name	Phone
I	GMI001	Page, Crystal	(706)849-3484

Approvals

Type	By	Date
FA	K MCINTYRE	02/02/2023

Dept. Signature: [signature]
Grant Coordinator Signature: MC 2/8/2023

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

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

o Deny the request _____

Donna K Williams — Finance Director — 2-8-2023 — Date

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

o Approve the Department Agency to move forward with the application

o Deny the request _____

[signature] — Administrator — 2/10/2023 — Date

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

Commission Meeting

June 6, 2023

Consider appointments to the Augusta Economic Development Authority

Department:	N/A
Presenter:	N/A
Caption:	Consider the following for appointment to the Augusta Economic Development Authority: **(Submitted by Mayor Garnett Johnson)** **1. Greg Hill (**Requested by Commissioner Tony Lewis)**; 2.) Melanie Taylor** (Requested by Commissioner Sean Frantom. **3) Deke Copenhaver** (Requested by Commissioner Wayne Guilfoyle). To replace the following **1) Henry Ingram, 2) Brenda Bonner 3) Remer Brinson**
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

UPDATE: 03/10/21

NAME OF BOARD DEVELOPMENT AUTHORITY OF RICHMOND COUNTY

MEMBER	TERM	APPOINTED	EXPIRATION
W. Butch Gallop	4-yr.	06/16/20	6/03/23
Remer Brinson	4-yr.	lo/08/08	6/03/11
Shell Berry	4-yr.	10/15/19	6/03/23
Wayne Gossage. Jr.	4-yr.	06/04/19	6/03/23
Charles Lamback	4 yr.	6/16/20	6/03/21
Bill Hollingsworth	4 yr.	2/07/17	6/03/17
Brenda Bonner	4 yr.	9/06/05	6/03/09
Steven Kendrick	4 yr.	06/04/19	6/03/21
Henry Ingram	4 yr.	9/06/05	6/03/09

Executive Director: Walter Sprouse, (706) 821-1321

Attorney: Robert C. Hagler (706) 724-0171

Meeting Date: Third Wednesday of each month at 10:00 A.M

Where: **Augusta Economic Development Authority**
Historic Enterprise Mill, Suite 560, 1450 Greene Street Augusta, GA 30901

Created: Pursuant to O.C.G.A. 36-62-04

Lena Bonner

From: Keona Shaw
Sent: Thursday, April 27, 2023 9:42 AM
To: Lena Bonner
Cc: Jasmine Sims; Nancy Morawski; Natasha L. McFarley; Garnett Johnson
Subject: Addendum Item
Attachments: APPOINTMENTS For Augusta Economic Development Authority Board.docx

Good morning Ms. Bonner,

Attached is the addendum item on behalf of Mayor Johnson, we had to correct the nominating Commissioner. If you have any questions, please contact me of Jasmine.

Kindest Regards,

Keona Shaw | Legislative Policy
Office of the Mayor
Augusta – Richmond County
535 Telfair Street, Suite 200 • Augusta, GA 30901
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Augusta GEORGIA

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AED:104.1

APPOINTMENTS(S)

Consider for appointment three to Augusta Economic Development Authority:

1. **Greg Hill (Requested by Commissioner Tony Lewis)**
2. **Melanie Taylor (Requested by Commissioner Sean Frantom)**
3. **Deke Copenhaver (Requested by Commissioner Wayne Guilfoyle)**

To replace the following board members based on term expiration:

1. **Henry Ingram**
2. **Brenda Bonner**
3. **Remer Brinson**

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mr.
First Name *	Gregory
Middle Name *	Bernard
Last Name *	Hill
Suffix	
Date Of Birth *	10/3/1970
Address *	Street Address 3026 Pointe West Drive Address Line 2 City: Augusta State / Province / Region: Georgia Postal / Zip Code: 30909 Country: United States
Home Phone *	(706)564-5108
Work Phone	(706)955-5909
Registered Voter *	○ District 1 ○ District 2 ○ District 3 ○ District 4 ○ District 5 ○ District 6 ◉ District 7 ○ District 8 ○ None
Marital Status *	Single
Education *	Master's Degree
Race *	Black
Gender *	Male
Occupation *	Owner, G.B. Hill Medical Supply
Interests	Business Consulting, Urban Planning, Traveling and Meeting New People...

Commissions, Authorities, & Boards

Volunteer For *	Development Authority of Augusta Georgia Click add below to apply for more than one board.

* I currently have relatives working for the City of Augusta

○ Yes ◉ No

* I currently serve on an Augusta Board, Commission, or Authority

○ Yes ◉ No

I would like to receive an email confirmation of my submission.

◉ Yes ○ No

Email greg@gbhillmedical.com

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Ms.
First Name *	Melanie
Middle Name *	Anita
Last Name *	Taylor
Suffix	
Date Of Birth *	7/25/1984
Address *	Street Address 738 Riverfront Dr Address Line 2 City: Augusta State / Province / Region: Ga Postal / Zip Code: 30901 Country: Us
Home Phone *	706-284-7316
Work Phone	706 945 0182
Registered Voter *	(●) District 1 ( ) District 2 ( ) District 3 ( ) District 4 ( ) District 5 ( ) District 6 ( ) District 7 ( ) District 8 ( ) None
Marital Status *	Single
Education *	Some College
Race *	Black
Gender *	Female
Occupation *	Business Owner
Interests	Community Involvement, Growth and training

Commissions, Authorities, & Boards

Volunteer For *	Development Authority of Augusta Georgia Click add below to apply for more than one board.

* I currently have relatives working for the City of Augusta

○ Yes ◉ No

* I currently serve on an Augusta Board, Commission, or Authority

○ Yes ◉ No

I would like to receive an email confirmation of my submission.

◉ Yes ○ No

Email melanie_taylor1@yahoo.com

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Mr.

First Name * David "Deke"

Middle Name * Spencer

Last Name * Copenhaver

Suffix

Date Of Birth * 11/20/1967

Address *

Street Address
507 Berckmans Road
Address Line 2

City
Augusta

State / Province / Region
GA

Postal / Zip Code
30909

Country
United States

Home Phone * 7068256314

Work Phone

Registered Voter *

- ○ District 1
- ○ District 2
- ○ District 3
- ○ District 4
- ○ District 5
- ○ District 6
- ◉ District 7
- ○ District 8
- ○ None

Marital Status * Married

Education * College Degree

Race * White

Gender * Male

Occupation * Small Business Owner

Interests

Commissions, Authorities, & Boards

Volunteer For * Development Authority of Augusta Georgia

Click add below to apply for more than one board.

* I currently have relatives working for the City of Augusta

○ Yes ◉ No

* I currently serve on an Augusta Board, Commission, or Authority

○ Yes ◉ No

I would like to receive an email confirmation of my submission.

◉ Yes ○ No

Email me@dekecopenhaver.com

Commission Meeting

June 6, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the appointment of Ms. Collette D'Antignac to Augusta Economic Development Authority to replace Mrs. Brenda Bonner. **(Requested by Commissioner Francine Scott)**
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

UPDATE: 03/10/21

NAME OF BOARD AUGUSTA DEVELOPMENT AUTHORITY

MEMBER	TERM	APPOINTED	EXPIRATION
W. Butch Gallop	4-yr.	06/16/20	6/03/23
Remer Brinson	4-yr.	lo/08/08	6/03/11
Shell Berry	4-yr.	10/15/19	6/03/23
Wayne Gossage. Jr.	4-yr.	06/04/19	6/03/23
Charles Lamback	4 yr.	6/16/20	6/03/21
Bill Hollingsworth	4 yr.	2/07/17	6/03/17
Brenda Bonner	4 yr.	9/06/05	6/03/09
Steven Kendrick	4 yr.	06/04/19	6/03/21
Henry Ingram	4 yr.	9/06/05	6/03/09

Executive Director: Cal Wray, (706) 821-1321

Attorney: Robert C. Hagler (706) 724-0171

Meeting Date: Third Wednesday of each month at 10:00 A.M

Where: **Augusta Economic Development Authority**
Historic Enterprise Mill, Suite 560, 1450 Greene Street Augusta, GA 30901

Created: Pursuant to O.C.G.A. 36-62-04

Names changed from Development Authority of Richmond County to Development Authority of Augusta Georgia by the Augusta Commission Ordinance No. 7624 adopted June 19, 2018.

Board Details:

Meeting Date Third Thursday, of each month 10:00 A.M. Meeting Location Main Conference Room of Enterprise Mill, 1450 Greene Street, Augusta Georgia . Contact Mr. Cal Wray, President Contact Info706-821-1321 Mission The Augusta Economic Development Authority is the single point of contact for economic development projects in Augusta-Richmond County. The Augusta Economic Development Authority is responsible for the recruitment of these new businesses in the areas of industrial, manufacturing, distribution, corporate and regional

headquarters, customer service centers, and assistance with other major economic development projects in the county. The DARC focuses on the existing industries of ARC to insure their continued expansions and retentions. The DARC works with neighboring development authorities through the 13-member Unified Development Council of the CSRA. Created Richmond County Industrial Development Act, No. 436 (House Bill No. 608) under the provisions of the "Revenue Certificate Law of 1937" (Ga. L. 1937, p.761 Notes Members are appointed by the governing authority of Richmond County and serve four-year terms.

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mrs.
First Name *	COLLETTE
Middle Name *	GIVENS
Last Name *	D'ANTIGNAC
Suffix	
Date Of Birth *	12/10/1971
Address *	Street Address 4303 REGANS LANE Address Line 2 City AUGUSTA State / Province / Region Georgia Postal / Zip Code 30909 Country United States
Home Phone *	706-394-4819
Work Phone	706-222-4830
Registered Voter *	○ District 1 ○ District 2 ○ District 3 ○ District 4 ◉ District 5 ○ District 6 ○ District 7 ○ District 8 ○ None
Marital Status *	Married
Education *	College Degree
Race *	Black
Gender *	Female
Occupation *	RETAIL BANK MANAGER
Interests	TRAVELING, GOLF , CHURCH/COMMUNITY

Commissions, Authorities, & Boards

Volunteer For *	Development Authority of Augusta Georgia Click add below to apply for more than one board.

* I currently have relatives working for the City of Augusta

○ Yes ◉ No

* I currently serve on an Augusta Board, Commission, or Authority

○ Yes ◉ No

I would like to receive an email confirmation of my submission.

◉ Yes ○ No

Email collettedantignac@gmail.com

Lena Bonner

From: Commissioner Francine Scott
Sent: Wednesday, May 10, 2023 10:19 PM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: AEDA Appointment

Ms. Bonner,

I would like place on the agenda to appoint:

Ms. Collette D'Antignac to Augusta Economic Development Authority to replace Mrs. Barbara Bonner.

Please and thank you.

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Commission Meeting

June 6, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approv**e the appointment of **Mr. Corey Johnson** to the Augusta Economic Development Authority to the seat currently held by Mr. Charles Lamback. **(Requested by Commissioner Alvin Mason)**
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

AEDA appointment

Commissioner Alvin D. Mason <AMason@augustaga.gov>

Mon 5/22/2023 12:49 PM

To: Lena Bonner <lbonner@augustaga.gov>

Good morning Mrs. Bonner,
Please place on the next Commission agenda to approve the appointment of Corey Johnson to the Augusta Economic Development Authority to replace Charles Lamback. Thank you.

V/r
Commissioner Mason

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AED:104.1

Commission Meeting

June 6, 2023

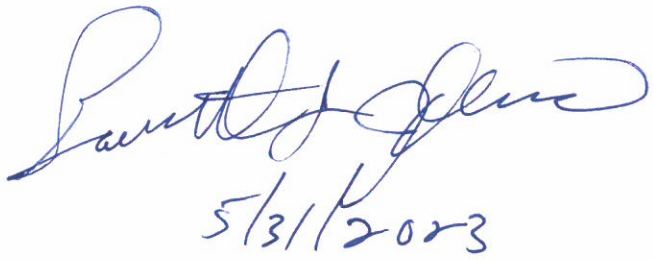
Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the appointment of **Mr. Greg Hill** to the Augusta Economic Development Authority to replace Mr. Remer Brinson. **(Requested by Commissioner Tony Lewis and submitted by Mayor Garnett 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

Add to Commission Agenda June 6th

Motion to **approve** the appointment of Mr. Greg Hill to Augusta Economic Development Authority to replace Mr. Remer Brinson. **(Requested by Commissioner Tony Lewis)**

Motion to **approve** the appointment of Mr. Deke Copenhaver to Augusta Economic Development Authority to replace Mr. Henry Ingram. **(Requested by Wayne Guilfoyle)**



5/31/2023

Commission Meeting

June 6, 2023

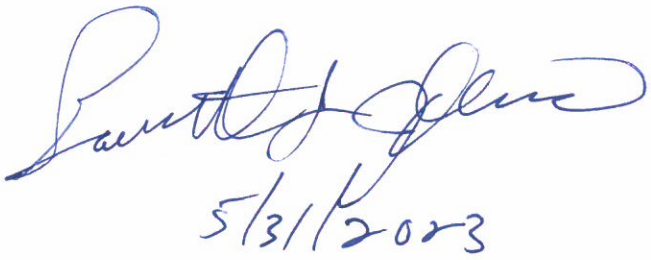
Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the appointment of Mr. Deke Copenhaver to the Augusta Economic Development Authority to replace Mr. Henry Ingram. **(Requested by Commissioner Wayne Guilfoyle and submitted by Mayor Garnett 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

Add to Commission Agenda June 6th

Motion to **approve** the appointment of Mr. Greg Hill to Augusta Economic Development Authority to replace Mr. Remer Brinson. **(Requested by Commissioner Tony Lewis)**

Motion to **approve** the appointment of Mr. Deke Copenhaver to Augusta Economic Development Authority to replace Mr. Henry Ingram. **(Requested by Wayne Guilfoyle)**



5/31/2023

Commission Meeting

June 6, 2023

Affidavit

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