



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, July 22, 2025

2:00 PM

INVOCATION

Pastor Bob Garrett, Elder Emeritus, Alleluia Community

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

PRESENTATION(S)

A. **Congratulations! 2025 June Years of Service (YOS) 25–50-year recipients.**

DELEGATION(S)

- B. **Ms. Yolanda Brooks** regarding constructive eviction and Safe at Home Law relative to the Maxwell House Apartments.
- C. **Natasha Robinson/Jeremy Johnson** regarding affordable homes built for educators on Lyman St. being allowed to abide by HUD guidelines of 9 month rule to turn properties that haven't sold to rentals.
- D. **Mr. Michael Dixon** regarding the pollution around Augusta and the lack of action regarding the dire conditions of our city/the health of our citizens.
- E. **Mr. Moses Todd**, I Love Augusta -discuss NO-SPLASH! NO-SPLOST!

CONSENT AGENDA

(Items 1-27)

PLANNING

1. **SE-25-07** – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by N K Patel, LLC requesting a special exception per Section 21-2(c) of the Comprehensive Zoning Ordinance to establish a liquor store affecting property containing approximately 0.52 acres located at 2059 Central Avenue. Tax Map #044-2-157-00-0. Zoned B-1 (Neighborhood Business).
2. **Z-25-22**– A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Southern Civil Solutions, LLC on behalf of Property Developers, LLC requesting a rezoning from zones R-1A (One-Family Residential) and A (Agriculture) to zone R-1E (One-Family Residential) to develop a townhome community, affecting properties containing approximately 49.22 acres located at 3330 Gibson Road, 2346, 2358, and 4342 Old McDuffie Road. Tax Map #'s 084-1-013-01-0, 084-1-001-01-0, 084-1-001-02-0, & 084-1-001-00-0.

- 3. Z-25-24** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Longleaf Manor, LLC on behalf of Susan C. Johnson, Cledous Johnson, William J. Glisson, Jr., Et al. requesting a rezoning from zone R-1A (One-Family Residential) to zone PUD (Planned Unit Development) to develop a mixed-use development, affecting properties containing approximately 12.7 acres located at 831, 833, 835, 837, 839, 841, and 843 Stevens Creek Road. Tax Map #'s 006-0-029-00-0, 006-0-030-00-0, 006-0-031-06-0, 006-0-031-01-0, 006-0-031-03-0, 006-0-031-04-0, & 006-0-033-00-0.
- 4. Z-25-25** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Carolyn Henry requesting a rezoning from zone R-1 (One-Family Residential) to zone R-1C (One-Family Residential) to develop a residential subdivision, affecting property containing approximately 4.88 acres located at 3626 Richmond Hill Road. Tax Map # 132-2-186-00-0.

PUBLIC SERVICES

- 5.** Motion to **approve** Augusta Regional Airport (AGS) Motion to approve Change Order #1 to CW Matthews Contract (Bid 24-203 – PO # 25BFA147). (**Approved by Public Services Committee July 8, 2026**)
- 6.** Augusta Regional Airport (AGS) Motion to approve project Construct Taxiway G / Apron G Change Order #3 – (Final/Balancing) to Independence Excavating's Contract, for a total decrease of \$1,854.60. This is the third and final Change Order for this project and reduces Independence Excavating's contract to \$12,953,541.75. This item was approved by the Augusta Aviation Commission on June 26, 2025. (**Approved by Public Services Committee July 8, 2026**)
- 7.** Augusta Regional Airport (AGS) Motion to approve 1st Amendment to Brown & Gold Aero Investments, LLC Lease Agreement. This item was approved by the Augusta Aviation Commission on June 26, 2025. (**Approved by Public Services Committee July 8, 2026**)
- 8.** Receive an update regarding the Outdoor Urban Adventure Center via Destination Augusta; approve related Management and Operating Agreement (with The Forge Management LLC) **and approve the waiving of all associated City Planning Fees for the project.** (**Approved by Public Services Committee July 8, 2026**)
- 9.** Motion to approve **A.N. 25-31 – New Ownership: Requesting Consumption on Premise for Liquor, Beer, Wine and Dance.** Shannon Wilson, applicant for **Shannon's Place LLC**, located at 300 Shartom Drive, Augusta GA 30907. District 7, Super District 10. (**Approved by Public Services Committee July 8, 2026**)
- 10.** Motion to **ratify** the July 11, 2025 approval of **A.N. 25-32 – Existing location, New Ownership: Requesting Consumption on Premise for Beer.** James Watkins, applicant for Sport's Center LLC, located at **594 Broad Street, Augusta GA 30901**. District 1, Super District 9. (**Approved by Public Services Committee July 8, 2025- no objectors**)

ENGINEERING SERVICES

- 11.** Motion to **approve** Award of "On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction" Services Contract to SCS Engineers, subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. AE/25-146. (**Approved by Engineering Services Committee July 8, 2025**)

- 12.** Motion to **approve** to Supplement Construction Contract with Reeves Construction Co. in the amount of \$108,712.25 for cover additional cost of Resurfacing Reynold Industrial Blvd. AE/Bid 22-237.(**Approved by Engineering Services Committee July 8, 2025**)
- 13.** Motion to **approve** Construction Supplement (SA1) to JHC Corporation in the amount of \$116,474.67 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707) for additional road paving & associated construction. AE/Bid #23-173.(**Approved by Engineering Services Committee July 8, 2025**)
- 14.** Motion to **approve** Construction Contract supplement (SA2) to E R Snell Contactor, Inc. in the amount of \$185,967.06 for subsurface utilities/water lines conflicts construction for Transportation Investment Act (TIA) Project, Telfair Street Improvements Project. AE/ Bid 22-195. (**Approved by Engineering Services Committee July 8, 2025**)
- 15.** Motion to **approve** Construction Supplement (SA1) to Reeves Construction Company in the amount of \$31,668.84 for CR1502/Barton Chapel Road @ SR10/US&78 (Gordon Hwy) Improvements Project (PI# 0012868) for field conflict resolution modified improvements to construction. AE/Bid #23-183.(**Approved by Engineering Services Committee July 8, 2025**)
- 16.** Motion to **approve** funding (SA1) for Engineering Phases (Design & CST Plans) of the Design Consultant Services Agreement to Cranston LLC (Cranston) in the amount of \$120,125.00 for the Jones Street Roadway & Alley Improvements Project. AE/ RFQ 24-162(**Approved by Engineering Services Committee July 8, 2025**)
- 17.** Motion to **approve** Construction Contract supplement (CO1) to E R Snell Contactor, Inc. in the amount of \$1,000,000.00 for subsurface utilities conflicts & unsuitable material improvements construction for Transportation Investment Act (TIA) Project, Broad Street Improvements Project. AE/ RFQ 22-167 (**Approved by Engineering Services Committee July 8, 2025**)
- 18.** Motion to **approve** an increase to operating expenditure levels in the amount of \$4,120,000 for Engineering & Environmental Services Department Solid Waste Management (Landfill) FY2025 budget. /AE (**Approved by Engineering Services Committee July 8, 2025**)
- 19.** Motion to approve and authorize contracting Quincy COMPRESSOR through a sole source procurement for Solid Waste Facility (Facility) compressors maintenance Service Plan to keep the Facility in compliance with its regulatory permits. Also approve associated funding in the amount of \$56,232.71 per year to fund Quincy COMPRESSOR maintenance services. /AE(**Approved by Engineering Services Committee July 8, 2025**)
- 20.** Motion to approve supplement funding (supplement 6) in amount not to exceed \$350,000.00 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916(**Approved by Engineering Services Committee July 8, 2025**)
- 21.** Motion to approve a Drinking Water State Revolving Fund (DWSRF) loan award between the Georgia Environmental Finance Authority (GEFA) and Augusta, Georgia for inventory and replacement of water service lines throughout the drinking water system and the Resolution of the Governing Body.(**Approved by Engineering Services Committee July 8, 2025**)
- 22.** Motion to **approve** the installation of thirteen (13) speed humps along Pepperidge Drive between Peach Orchard Road and Lyonia Lane per adopted Augusta speed hump policy. Approve construction funds in the amount of \$65,000. /AE(**Approved by Engineering Services Committee July 8, 2025**)

PUBLIC SAFETY

- 23.** Motion to accept the FY26 CJCC Juvenile Justice Incentive grant award in the amount of \$700,000. **(Approved by Public Safety Committee July 8, 2025)**
- 24.** Motion to **approve** Task Order for Hazard Mitigation Grant Program Support with a not-to-exceed amount of \$205,025.00 through Tetra Tech and allocate General Fund contingency for the project. RFP 24-917. **(Approved by Public Safety Committee July 8, 2025)**

PETITIONS AND COMMUNICATIONS

- 25.** Motion to **approve** the appointment of Mr. Perry Robinson to the Augusta Transit Citizens Advisory Committee representing District 5.
- 26.** Motion to **approve** the minutes of the June 26, 2025 Augusta Commission Meeting.
- 27.** Motion to **ratify** the Commission's rescheduling of the July 15, 2025 regular meeting to Tuesday July 22, 2025.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 28-42)

PUBLIC SERVICES

- 28.** A motion to approve the extension of the service contract with RATP Dev.

ADMINISTRATIVE SERVICES

- 29.** **Mr. Cedric Johnson, Chairman of Augusta Coliseum Authority** regarding the naming of the new arena.
- 30.** **Mr. Lawrence A. Brannen** relative to persons with criminal histories to section 1:40 of Article 5, Chapter 1 of Charter and Laws of local application under Augusta-Richmond Code.
- 31.** Request Administrator's Office provide the Sheriff and Judge McIntyre give the cleanup schedules for the groups that were created. **(Requested by Commissioner Stacy Pulliam)**
- 32.** **Commissioner Tony Lewis** regarding 2025 Augusta Charter Review Committee.
- 33.** Receive an update from the GICH team on July 15th. **(Requested by Commissioner Stacy Pulliam)**
- 34.** Update NV5 PACT Project.
- 35.** Motion to **approve** begin the process of accepting nominations to fill the Augusta Commission District 4 vacancy. **(Requested by Commissioner Don Clark)**
- 36.** Request the Board of Elections Director, Travis Doss, to clarify the process the ARC Commission follows to fill a Commission vacancy. **(Requested by Commissioner Don Clark)**

ENGINEERING SERVICES

- 37.** Update- April 29, 2025, Augusta Commission discussed TIA Broad Street Improvements Project and requested exploring the project construction schedule acceleration by implementing two-shifts (day & night) construction schedule for business corridor segment. / AE(**Deferred from the Commission June 26, 2025. (No recommendation from Engineering Services Committee July 8, 2025)**)
- 38.** Motion to approve an additional \$11,925 for the Augusta Beautification Program Agreement with Palmetto Storey, LLC for work completed in the Wheeler Road Corridor.

FINANCE

- 39.** Motion to approve \$90,000 funding for the July 15, 2025 Special Primary runoff
- 40.** Approve the final SPLOST 9 project list.

APPOINTMENT(S)

- 41.** Consider request for appointment from the attached list from Mr. Sanford Lloyd, Chairman of the Richmond County Hospital Authority.
- 42.** Discuss temporary appointment District 4 Commissioner. (**Requested by Commissioner Francine Scott**)

LEGAL MEETING

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



Commission Meeting

July 15, 2025

Years of Service

Department:	N/A
Presenter:	N/A
Caption:	<u>Congratulations! 2025 June Years of Service</u> (YOS) 25–50-year recipients.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



HUMAN RESOURCES DEPARTMENT

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

June 17, 2025

Department Directors & Elected Officials,

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

We are pleased to advise you that for the month of **June 2025**, the following employee(s) have attained their anniversary date in recognition of **25-50** years of dedicated service and are now eligible to receive their Years of Service pin and plaque:

FIRST	LAST	DEPARTMENT	YOS
LASANDRA	CORLEY	COMMUNITY DEVELOPMENT	25
TRACEY	MORGAN	TAX COMMISSION	25
MICHAEL	LEWIS	SHERIFF'S OFFICE	25
ARTHUR	JACOBS	PUBLIC WORKS-TRAFFIC ENGINEERING	45

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for **Tuesday, JULY 15, 2025**, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. **All the persons to be recognized should be in the Commission Chambers by 1:45 p.m.**

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 432-5348 or via e-mail at gdaniel@augustaga.gov, by **Friday, July 11, 2025, 12:00 Noon**. Your support and cooperation are much appreciated.

With regards,

Anita Rookard, HR Director

/gd

cc: Mayor Garnett Johnson
Tameka Allen, City Administrator
Lena Bonner, Clerk of Commission



Commission Meeting

July 15, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Yolanda Brooks regarding constructive eviction and Safe at Home Law relative to the Maxwell House Apartments.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission <input type="checkbox"/> Public Safety Committee <input type="checkbox"/> Public Services Committee <input type="checkbox"/> Administrative Services Committee <input type="checkbox"/> Engineering Services Committee <input type="checkbox"/> Finance Committee	Date of Meeting <u>7/15/25</u> Date of Meeting _____ Date of Meeting _____ Date of Meeting _____ Date of Meeting _____ Date of Meeting _____
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Contact Information for Individual/Presenter Making the Request:

Name: Yolanda Brooks
 Address: 1002 Greene St. Apt 817
 Telephone Number: 706-421-2798
 Fax Number: —
 E-Mail Address: yolandabrooks34@gmail.com

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

Constructive Eviction
Safe at Home Law

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: lbanner@augustaga.gov
nmcfarley@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

July 15, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Natasha Robinson/Jeremy Johnson regarding affordable homes built for educators on Lyman St. being allowed to abide by HUD guidelines of 9 month rule to turn properties that haven't sold to rentals.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting	July 15, 2025
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	_____
<input type="checkbox"/>	Public Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Natasha Robinson/Jeremy Johnson

Address: 3622 Pebble Creek Dr. Hephzibah, GA 30815

Telephone Number: 706-627-4319

Fax Number: _____

E-Mail Address: nturner.1319@gmail.com

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

Affordable homes built for Educators on Lyman St. being allowed to abide by HUD guidelines of 9 month rule to turn properties
that haven't sold to rentals

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building

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

535 Telfair Street
Augusta, GA 30901

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

July 15, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Michael Dixon regarding the pollution around Augusta and the lack of action regarding the dire conditions of our city/the health of our citizens.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission/Committee: (Please check one)

- ☒ **Commission**
☐ **Public Services Committee**
☐ **Administrative Services Committee**
☐ **Engineering Services Committee**
☐ **Finance Committee**
☐ **Public Safety Committee**

Contact Information for Individual/Presenter Making the Request:

Name: Michael Dixon
 Address: 1413 Springfield circle Augusta Ga 30909
 Telephone Number: 762-989-3884
 Fax Number: _____
 E-Mail Address: ProjectZipcodeCSRA@Gmail.com

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

Address to the city of Augusta around pollution and the lack of action regarding the dire conditions of our city / the health of our citizens.

Please send this request form to the following address:

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

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

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.



Commission Meeting

July 22, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Moses Todd, I Love Augusta -discuss NO-SPLASH! NO-SPLOST!
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

June 15, 2025

Item Name: **SE-25-07**

Department:	Planning & Development
Presenter:	Chyvatee Vassar, Interim Director
Caption:	SE-25-07 – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by N K Patel, LLC requesting a special exception per Section 21-2(c) of the Comprehensive Zoning Ordinance to establish a liquor store affecting property containing approximately 0.52 acres located at 2059 Central Avenue. Tax Map #044-2-157-00-0. Zoned B-1 (Neighborhood Business).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. All liquor sales shall cease operations no later than 9:00 pm.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: July 7, 2025
Case Number: SE-25-07
Applicant: N K Patel, LLC
Property Owner: N K Patel, LLC
Property Address: 2059 Central Avenue
Tax Parcel No(s): 044-2-157-00-0
Current Zoning: B-1 (Neighborhood Business)
Fort Eisenhower Notification Required: N/A
Commission District 1: Jordan Johnson
Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Liquor Store	21-2(c)

SUMMARY OF REQUEST:

This special exception involves a 0.52 acre-tract situated in the B-1 zone, at the corner of Central Avenue and Heard Avenue. Currently, the site contains an existing convenience store and a small canopy containing 3 gas pumps. The request for a special exception is to establish a liquor store next to an already established convenience store under the current zoning.

On Tuesday, May 20, 2025, the Augusta Commission voted to send back the application to the Planning Commission to re-evaluate the petition for Special Exception.

COMPREHENSIVE PLAN CONSISTENCY:

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

FINDINGS:

1. Liquor stores are not allowed by-right in the B-1 zone but may be granted with the approval of a special exception.

2. There is prior zoning actions associated with this property. There is a special exception from 2022 that approved the convenience store to be established with conditions. Those conditions are as follows:
 - All applicable regulations set forth in Section 21-2(b) of the Comprehensive Zoning Ordinance of Augusta, Georgia must be met.
 - The development must satisfy the required off-street parking standards.
 - No liquor store shall be allowed on the property. In the event the new business wants to sale or serve liquor, a Special Exception for that express purpose shall be required.
 - New construction and exterior improvements of the existing building must receive approval from the Historic Preservation Commission.
3. On May 22, 2024, the Augusta Georgia Commission considered a similar petition at this location, where the applicant petitioned for a Special Exception to establish a liquor store. The Augusta Commission denied the special exception request.
4. Section 21-2(c) of the Comprehensive Zoning Ordinance, Liquor stores are permitted by Special Exception in a B-1 (Neighborhood Business) zone if they generally conform to the following criteria:
 - The nature of the surrounding area is not predominantly residential with only a few commercial uses interspersed. ***Non-compliant with this provision, where north of the property located along Heard Avenue and Heard Lane is predominately residential in nature and located in the R-1C (one-family residential) zone.***
 - The property is at the intersection of two arterial streets or within 500 feet of such an intersection. ***Non-compliant with this provision, where Central Avenue is considered a minor arterial street, but Heard Avenue is considered a local street. The nearest arterial intersection is Central Avenue and Troupe Street which is approximately 1332 ft. away.***
 - The property is not within 1,000 feet of a public park or recreation area, school, or library. ***Compliant with this provision, where the closest school is Monte Sano Elementary, and it is approximately 1795 ft. away. The closest public park is Hickman Park, and it is approximately 1373 ft. away. Lastly, the closest public library is Augusta University's Reese Library, and it is approximately 4556 ft. away.***
5. Adjacent zoning: West: B-1 (Neighborhood Business) | North: R-1C (One-Family Residential)
East: B-1 (Neighborhood Business) | South: B-1 (Neighborhood Business)
6. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
7. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
8. Public water and sewer are presently available at the site.
9. Public transit is not located along this section of Central Avenue, the nearest route services Wrightsboro Road which measures approximately 974 feet from the property.
10. According to the Georgia Department of Transportation State Functional Classification Map the adjacent road, Central Avenue, is a minor arterial route.
11. This special exception is not consistent with the 2023 Comprehensive Plan.
12. The property is situated in the Summerville Historic District, any new construction or exterior improvements are subject to historic preservation review and approval.

13. At the time of completion of this report, staff received 3 letters in opposition and a petition in support of the petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- "Water and sewer are available on Central Ave and Heard Ave for their use."

RECOMMENDATION: The Planning Commission recommends Approval of the Special Exception request with the following condition:

1. All liquor sales shall cease operations no later than 9:00 pm.

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.

Special Exception Letter of Intent

March 20, 2025

Planning Department
535 Telfair Street, Suite 300
Augusta, GA, 30901

Re: Special Exception Letter of Intent
Proposed B1 Special Exception
Central Avenue, Heard Avenue & Heard Lane

Location: Parcel 044-2-157-00-0 @ Central Avenue, Heard Avenue & Heard Lane
Existing Zoning: B-1 (Neighborhood Business)
Proposed Zoning: B-1 Special Exception
Future Land Use: Convenience Store selling Gasoline with an additional use of a liquor store.
Acreage of property to be rezoned: 0.520 Acres

To whom it may concern,

I am requesting a special exception of Parcel 044-2-157-00-0 @ Central Avenue, Heard Avenue & Heard Lane of 0.052 acres from B-1 neighborhood business to B-1 Special Exception. As shown below on existing zoning map.



Special Exception Letter of Intent

If this special exception request is approved, it will increase the profitability of county funds. The special exception will not have a negative impact on the surrounding Historic Summerville neighborhood.

The location conforms with the following criteria under both a convenience store and liquor store as noted below:

Convenience Stores - Convenience stores may be permitted by Special Exception in B-1 zones if they generally conform to the following subjective and objective criteria: 21 - 3 • Hours of operation – the establishment would not be open for business more than 18 hours per day • Illumination – the entire site would not be illuminated as a way to attract attention, but rather to a level consistent with security and identification of the business • Location – the property is located at or within 500 feet of the intersection of arterial streets or within 500 feet of such an intersection • Surrounding area – the nature of the surrounding area is not predominantly residential with only a few commercial uses interspersed • Video games/Amusements - video games/nor similar amusements are to be located on the property

Liquor Store – Liquor stores may be permitted by Special Exception in B-1 zones if they generally conform to the following subjective and objective criteria: • Surrounding area – the nature of the surrounding area is not predominantly residential with only a few commercial uses interspersed; • Location – the property is at the intersection of two arterial streets or within 500 feet of such an intersection; • Proximity to public places – the property is not within 1000 feet of a public park or recreation area, school or library

If you have any questions or concerns, please don't hesitate to reach out.
Thank you,

V. P. Patel

Vaishaliben Patel
Member of N K Patel LLC
706-589-5345

Planning Commission
SE-25-07
July 7, 2025

2059 Central Avenue

Aerial

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
6/5/2025 PE22633

Augusta, GA Disclaimer

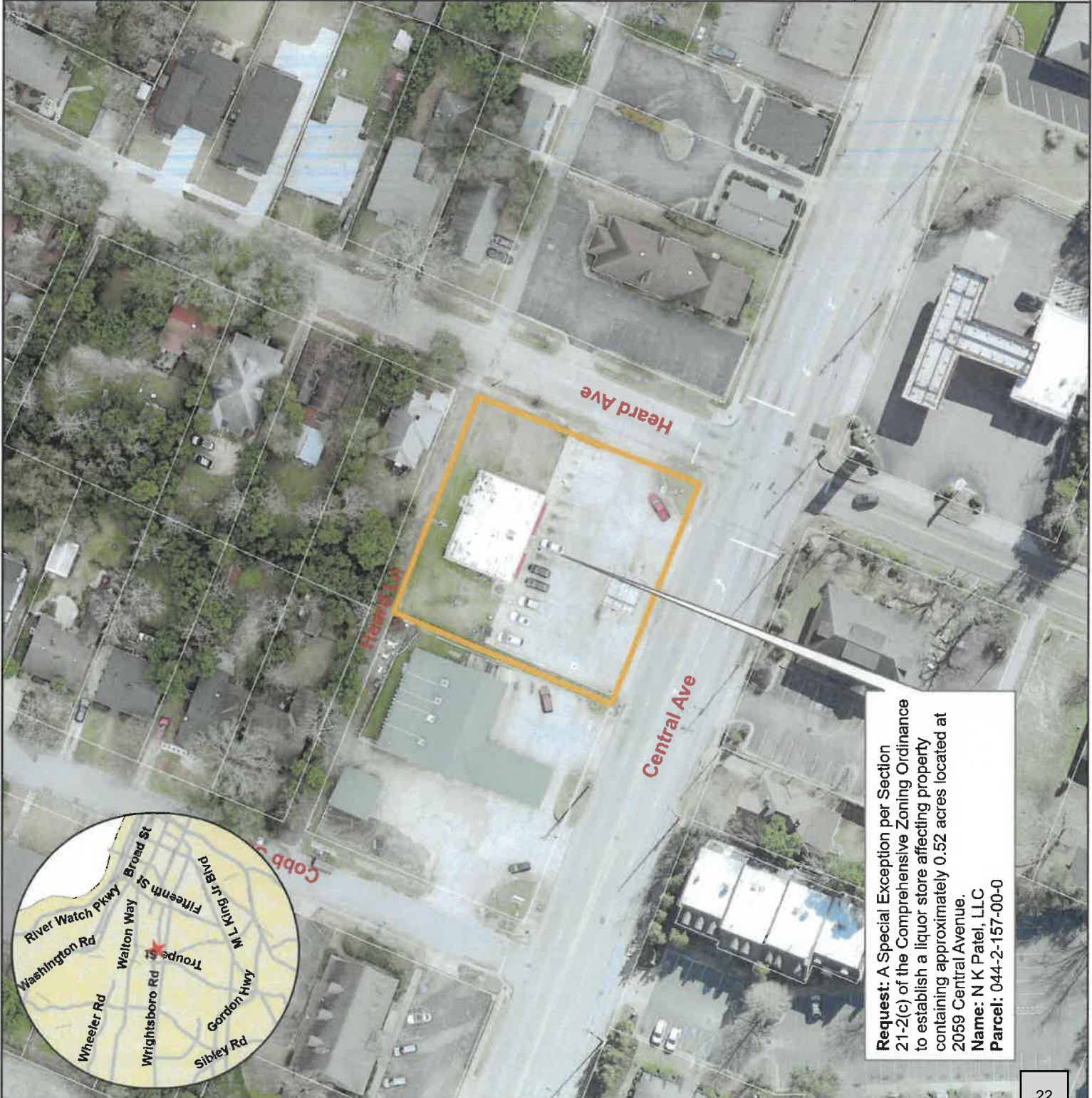
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Item 1.

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Request: A Special Exception per Section 21-2(c) of the Comprehensive Zoning Ordinance to establish a liquor store affecting property containing approximately 0.52 acres located at 2059 Central Avenue.
Name: N K Patel, LLC
Parcel: 044-2-157-00-0

23





Commission Meeting

July 15, 2025

Item Name: **Z-25-22**

Department:	Planning & Development
Presenter:	Chyvatee Vassar, Interim Director
Caption:	<u>Z-25-22</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Southern Civil Solutions, LLC on behalf of Property Developers, LLC requesting a rezoning from zones R-1A (One-Family Residential) and A (Agriculture) to zone R-1E (One-Family Residential) to develop a townhome community, affecting properties containing approximately 49.22 acres located at 3330 Gibson Road, 2346, 2358, and 4342 Old McDuffie Road. Tax Map #'s 084-1-013-01-0, 084-1-001-01-0, 084-1-001-02-0, & 084-1-001-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. There shall be a minimum lot width of 26 feet. 2. There shall be a 40-foot front setback along Old McDuffie Road. 3. The development shall not exceed 225 lots and an overall density of 4.57 units per acre. 4. The development must have alternating elevations with at least 9 different facades, all alternating and none with more than 30% vinyl siding. 5. Parking spaces should be evenly disbursed throughout the development, with no more than 5 spots in a row. 6. Sidewalks are required on both sides of the streets within the subdivision. Additionally, sidewalks must be extended to Mason Road, and along Old McDuffie Road, ending at the intersection of Old McDuffie Road and Winn Drive. 7. A 10-foot street yard is required along Old McDuffie Road. 8. The 15-foot undisturbed tree buffer shall encompass the overall site along the side and rear boundaries. 9. The development must comply with all aspects of the Augusta Tree Ordinance. 10. The development must provide at least 25% open space. Such space may include common areas, buffers, landscaped yards, water feature areas and any natural areas. However, detention ponds do not count towards this requirement.

11. All amenities, i.e., dog park, playground, etc. must be included with development, installed, and fully operational prior to the 150th Certificate Occupancy being issued.

12. Mason Drive must be improved to meet the current roadway specifications of Augusta Engineering to support the proposed traffic for this development.

13. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.

14. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development. This includes compliance with dead-end streets, turn-around requirements, perpendicular on-street parking, and street length requirements.

Funds are available in the following accounts:

N/A

**REVIEWED AND
APPROVED BY:**

N/A

Hearing Date: July 7, 2025

Case Number: Z-25-22

Applicant: Southern Civil Solutions, LLC

Property Owner: Property Developers LLC

Property Addresses: 3330 Gibson Road, 2346, 2358,
& 4342 Old McDuffie Road

Tax Parcel No(s): 084-1-013-01-0, 084-1-001-01-0,
084-1-001-02-0, & 084-1-001-00-0

Current Zoning: R-1A (One-Family Residential) & A
(Agriculture)

Fort Eisenhower Notification Required: N/A

Commission District 5: Don Clark

Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezoning from R-1A (One-Family Residential) & A (Agriculture) to R-1E (One-Family Residential)	Single-Family Attached Townhome Development	Section 13-1

SUMMARY OF REQUEST:

This application involves four (4) adjacent residential parcels totaling 49.22 acres of land. The petition seeks to rezone the properties from R-1A (One-Family Residential) and A (Agriculture) to R-1E (One-Family Residential) to develop a single-family-attached townhome development containing 299 lots. The tracts are currently vacant, undeveloped land. The concept plan presented with the rezoning application proposes the following:

- 299 attached townhome units with lot widths of 26ft and an overall density of 6.07 units/acre
- 15.4 acres of open space
- Public streets throughout the development with access points on Mason Road and Old McDuffie Road
- Guest parking spaces disbursed throughout the development
- Mail kiosks, club house, and a pool
- Four (4) stormwater detention ponds
- A 15ft buffer surrounding the development on three (3) sides

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan the property is located within the South Augusta Character Area. The vision for South Augusta reflects a mix of housing types, preserving suburban-style, single-family neighborhoods, while medium density residential developments are added in a targeted manner to diversify housing options as utility and transportation infrastructure improves. Mixed-use and planned unit developments are encouraged at infill sites and at abandoned commercial properties, enhancing walkability, and reducing car dependency.

FINDINGS:

1. There is no recent zoning history for the properties.
2. In an R-1E zone, proposed developments must maintain a minimum of 25% open space. This development offers approximately 31% of open space, which satisfies the zoning requirement.
3. The site has access to public water, but not sanitary sewer.
4. According to the FEMA Flood Insurance Rate Maps (FIRM) the properties are not located within a Special Flood Hazard Area.
5. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the properties.
6. Public transit is not currently available near the subject properties.
7. According to the Georgia Department of Transportation State Functional Classification Map, Mason Road is classified as a local road and Old McDuffie Road is classified as a Major Collector.
8. According to the Preliminary Traffic Impact Worksheet, Traffic Engineering has determined that a traffic study is not necessary for the proposed development.
9. The development provides 2 parking spaces per driveway, which totals 598 driveway spaces.
10. The development must provide 75 guest parking spaces and has provided 80 spaces.
11. Adjacent zoning districts to the north are R-1A (One-Family Residential) and A (Agriculture). Properties to the south are zoned R-1A (One-Family Residential) and R-1E (One-Family Residential). Properties to the east and west are zoned R-1A (One-family Residential).
12. The proposed change in zoning to R-1E would be consistent with the 2023 Comprehensive Plan. However, the overall density of the surrounding area is approximately 4.3 units per acre, with this development exceeding the average density by 1.77 units per acre.
13. At the time of completion of this report, staff have received many inquiries regarding the petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- "With the shift of the main entrance, there may be some congestion issues with another single-family development across Old McDuffie Rd that is being looked at."

- “Perpendicular on-street parking must follow the city’s standard practice.”

Utilities Comments:

- “There is a 6” water line that is available for their use on Mason Road and an 8” sewer line that is available for their use on Mason Road that will need to be extended to their site. They need to make sure that when they are laying out the lots that they accommodate AUD requirements on water and sewer service locations. If water and sewer service locations cannot be met on their lots, then they will need to look at master metering for this site, and all sewer will be private once it hits their site.”

RECOMMENDATION: The Planning Commission recommends **Approval** of the rezoning request to R-1E (One-Family Residential) with the following conditions:

1. There shall be a minimum lot width of 26 feet.
2. There shall be a 40-foot front setback along Old McDuffie Road.
3. The development shall not exceed 225 lots and an overall density of 4.57 units per acre.
4. The development must have alternating elevations with at least 9 different facades, all alternating and none with more than 30% vinyl siding.
5. Parking spaces should be evenly disbursed throughout the development, with no more than 5 spots in a row.
6. Sidewalks are required on both sides of the streets within the subdivision. Additionally, sidewalks must be extended to Mason Road, and along Old McDuffie Road, ending at the intersection of Old McDuffie Road and Winn Drive.
7. A 10-foot street yard is required along Old McDuffie Road.
8. The 15-foot undisturbed tree buffer shall encompass the overall site along the side and rear boundaries.
9. The development must comply with all aspects of the Augusta Tree Ordinance.
10. The development must provide at least 25% open space. Such space may include common areas, buffers, landscaped yards, water feature areas and any natural areas. However, detention ponds do not count towards this requirement.
11. All amenities, i.e., dog park, playground, etc. must be included within the development, installed, and fully operational prior to the 150th Certificate Occupancy being issued.
12. Mason Drive must be improved to meet the current roadway specifications of Augusta Engineering to support the proposed traffic for this development.
13. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
14. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development. This includes compliance with dead-end streets, turn-around requirements, perpendicular on-street parking, and street length requirements.

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

DATE:

5/22/2025

City of Augusta

Department of Planning and Development Planning Division

535 Telfair Street - Suite 300

Augusta, Georgia 30901

Subject: Letter of Intent for Davidson Road Townhome Development

To Whom It May Concern,

Property Developers LLC is proposing to develop the following parcels into a townhome community:

Tax Map #	Address	Owner	Acre
084-1-001-01-0	2346 Old Mcduffie Rd	DISNEY BETTY J	4.04
084-1-001-02-0	2358 Old Mcduffie Rd	DISNEY BETTY J & WEISS MARY J	3.01
084-1-001-00-0	4342 Old Mcduffie Rd	WEISS MARY J	4.05

The proposed development will include the extension of a public road, a stormwater management facility, a community common area, and extensions of water and sewer infrastructure, in addition to fee-simple townhomes.

The subject property is currently zoned R-4, which does not permit townhomes. We respectfully request the rezoning of the property to R-1E, which is more suitable for this type of development and aligns with the Comprehensive Land Use Plan. A 10-foot buffer will be incorporated into the design, which will mitigate any potential impact on adjacent or nearby properties. We do not anticipate that the proposed development will have a negative impact on the existing streets, transportation facilities, utilities, or local schools.

Should you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Authorized Owner/ agent:

GLEN DISNEY

Title:

Glenn Disney
Ky W. Dwyer

DATE: 5/22/2025

City of Augusta

Department of Planning and Development Planning Division

535 Telfair Street - Suite 300

Augusta, Georgia 30901

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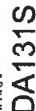
Should you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Authorized Owner/agent: Bruce Weiss

Title: Bruce Weiss

 Ky Wierse



5 UNIT - TIMBER SERIES

ELEVATION STEP DOWN

PLANS PREPARED BY:

Bechtel Drafting & Design, Inc.
bechteldd@aol.com
(704) 877-7766

LENNAR CAROLINAS, LLC

701 Camel Road, Suite 425
Charlotte, NC 28226
Fax: 704-759-0020

LENNAR CAROLINAS, LLC

701 Camel Road, Suite 425
Charlotte, NC 28226
Fax: 704-759-0020

REV.

DATE

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10-25-21

2

10-25-21

3

10-25-21

Project No.

10-25-21

Sheet No.

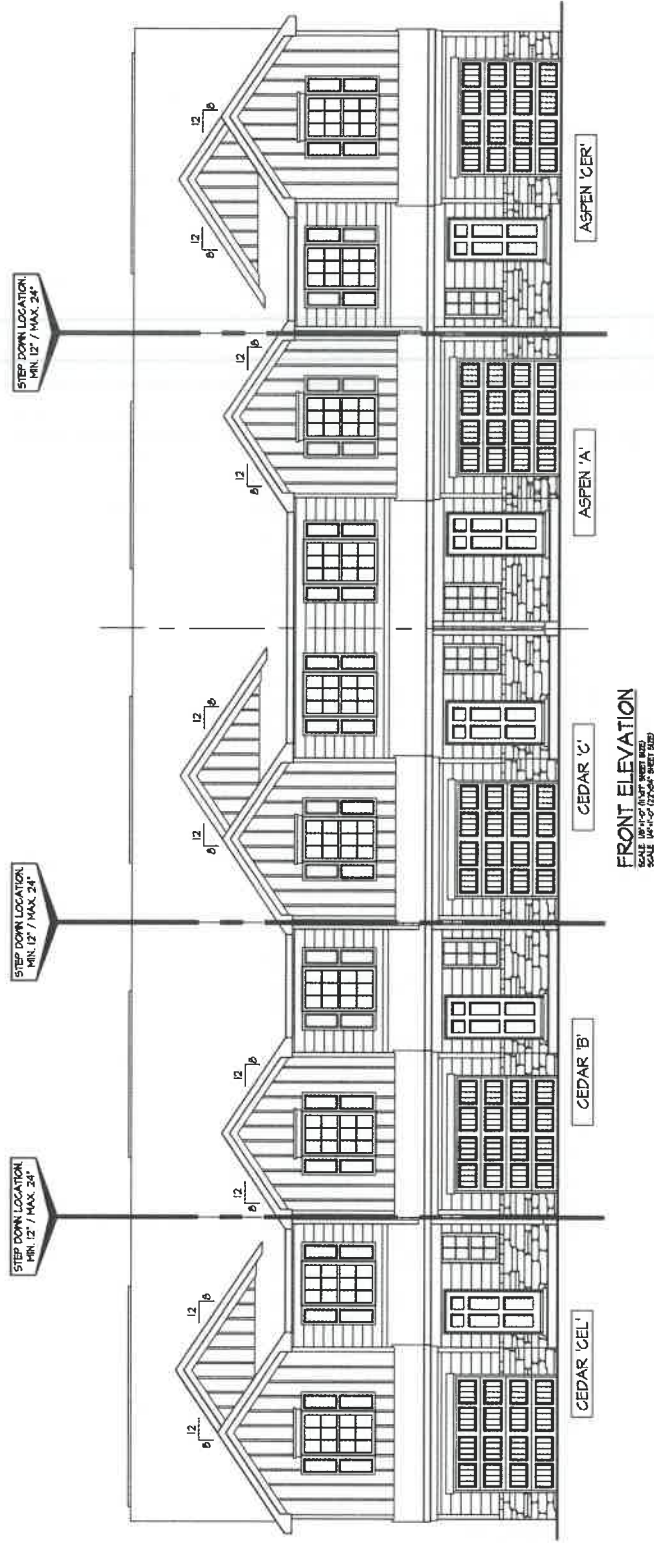
10-25-21

AS SHOWN

5 UNIT - TIMBER SERIES

1.2

- ELEVATION NOTES
1. DO NOT SCALE DIMENSIONS FROM PRINTS. USE DIMENSIONS GIVEN ON CORREL DRAWINGS.
 2. FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.
 3. MATERIALS SHALL BE USED AS SPECIFIED OR AS APPROVED BY THE ARCHITECT.
 4. WINDOW WALL, INTERIOR WALL, EXTERIOR WALL, AND ROOF SHALL BE SHOWN AS SPECIFIED OR AS APPROVED BY THE ARCHITECT.
 5. FINISHES SHALL BE SHOWN AS SPECIFIED OR AS APPROVED BY THE ARCHITECT.
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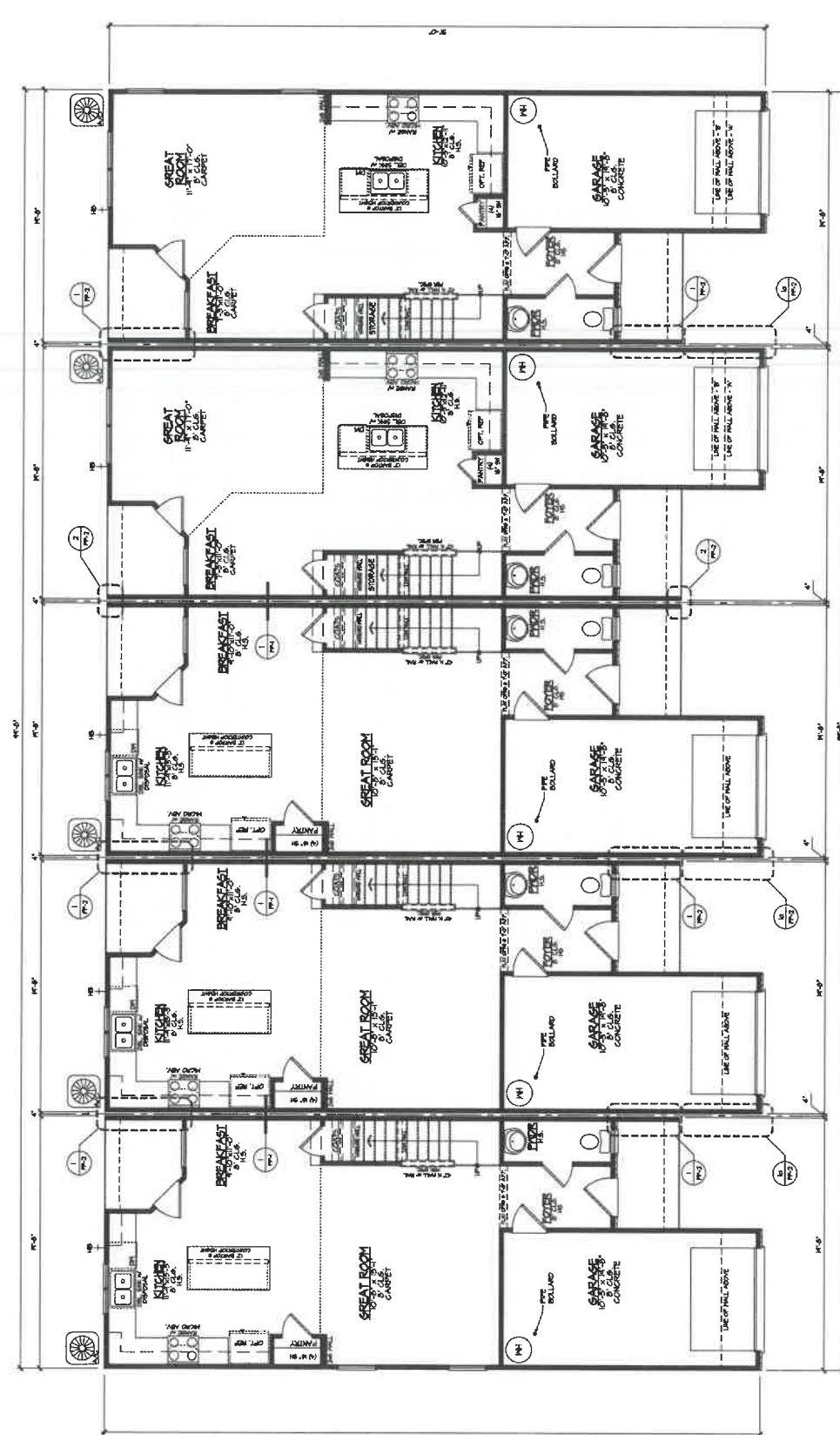
FRONT ELEVATION
SCALE 1/8" = 1'-0" (1/4" = 1'-0")

[illegible]

WALL & SYMBOL LEGEND

	- TYP. FRAME WALL (STUDS)
	(INT. - 24\"/>
	- INTERIOR BEARING WALL (STUDS 16\"/>
	- HALF WALL (HEIGHT 1 STUD SIZE AS NOTED)
	- EXTERIOR WALL W/ BRICK VENEER
	- EXTERIOR WALL W/ STONE VENEER
	- FLOOR CHANGE

FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0" (NOT SHOWN)
SCALE: 1/4" = 1'-0" (NOT SHOWN)



ASPEN 'CER'

ASPEN 'A'

CEDAR 'C'

CEDAR 'B'

CEDAR 'CEL'



ENGINEERING DEPARTMENT

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

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 3330 Gibson Road (main address)

Tax Parcel Number: 084-1-013-01-0 (main parcel)

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

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

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

Existing streets adjacent to property: 1) Mason Road 3) _____
2) Old McDuffie Road 4) _____

Volume on each existing street (AADT): 1) 150 3) _____
2) 4700 4) _____

Level of Service (LOS) on each street: 1) A 3) _____
2) C 4) _____

Land Use Type / Code (ITE Trip Generation): 230

Basis for Calculation (sq ft, # units, etc.): 299 dwelling units

Trips Generated by Proposed Development: 1,738 (869 to each existing street)

Adjusted street volumes based on trips generated:

1) 1,019 3) _____
2) 5,569 4) _____

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

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

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

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

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

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

Official Use Only

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

Date of Review: 6/5/25

Signature of Traffic Engineer or Designee: Marques Jacobs

Print Name: Marques Jacobs

Title: Traffic Operations

Planning Commission

Z-25-22
July 7, 2025

3330 Gibson Road, 2346,
2358, and 4342 Old McDuffie
Road

Aerial

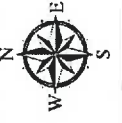
Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
6/11/2025 PE22633

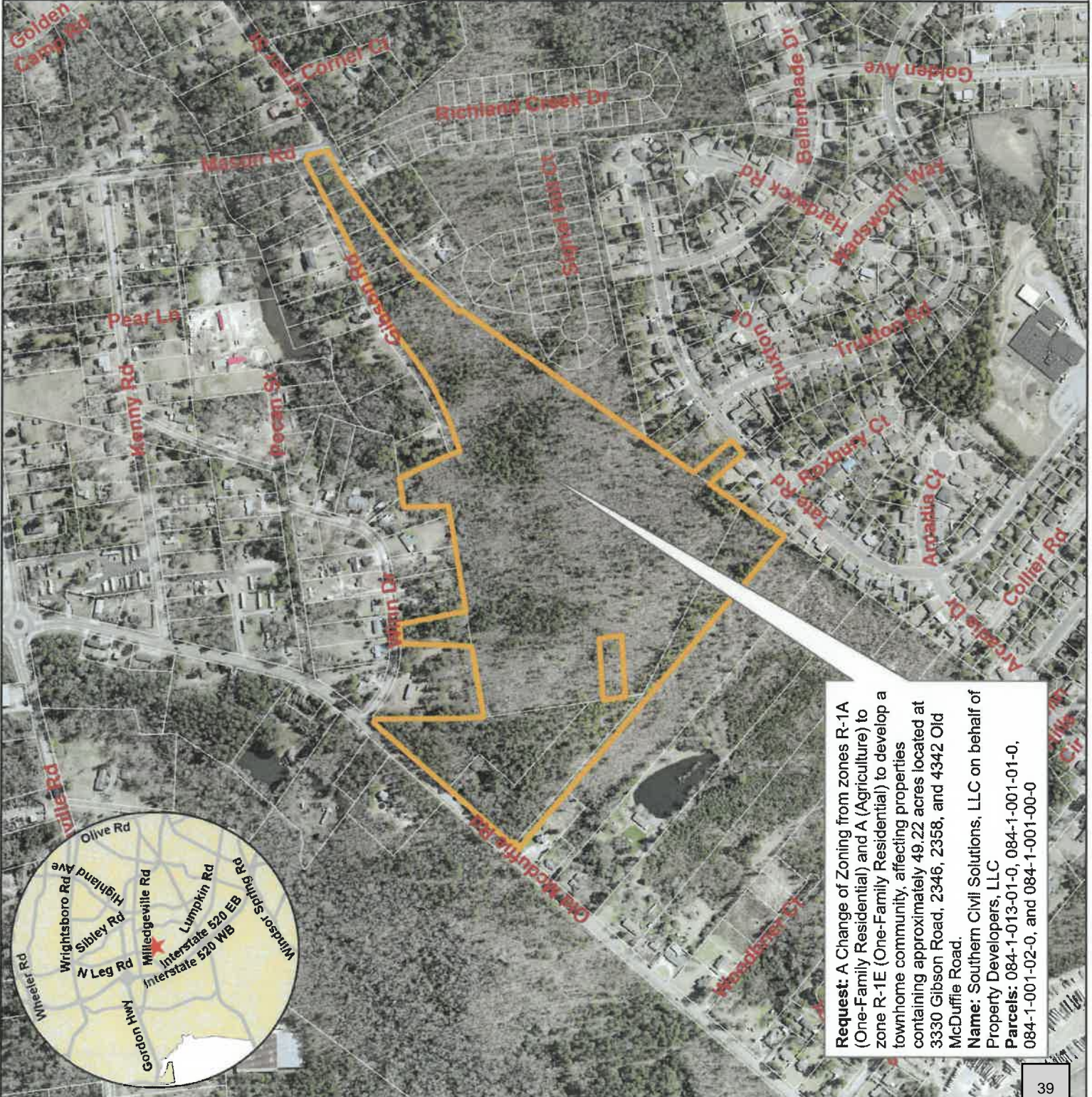
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Item 2.

0 1,000



Request: A Change of Zoning from zones R-1A (One-Family Residential) and A (Agriculture) to zone R-1E (One-Family Residential) to develop a townhome community, affecting properties containing approximately 49.22 acres located at 3330 Gibson Road, 2346, 2358, and 4342 Old McDuffie Road.
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Planning Commission
Z-25-22
July 7, 2025

**3330 Gibson Road, 2346,
 2358, and 4342 Old McDuffie
 Road**

Current Zoning

- Subject Property**
- Zoning Classification**
- A: Agriculture
 - B-1: Neighborhood Business
 - B-2: General Business
 - HI: Heavy Industry
 - LI: Light Industry
 - R-1A: One Family Residential
 - R-1B: One Family Residential
 - R-1C: One Family Residential
 - R-1E: One Family Residential
 - R-3B: Multiple-Family Residential
 - R-3C: Multiple-Family Residential
 - R-MH: Manufactured Home Residential



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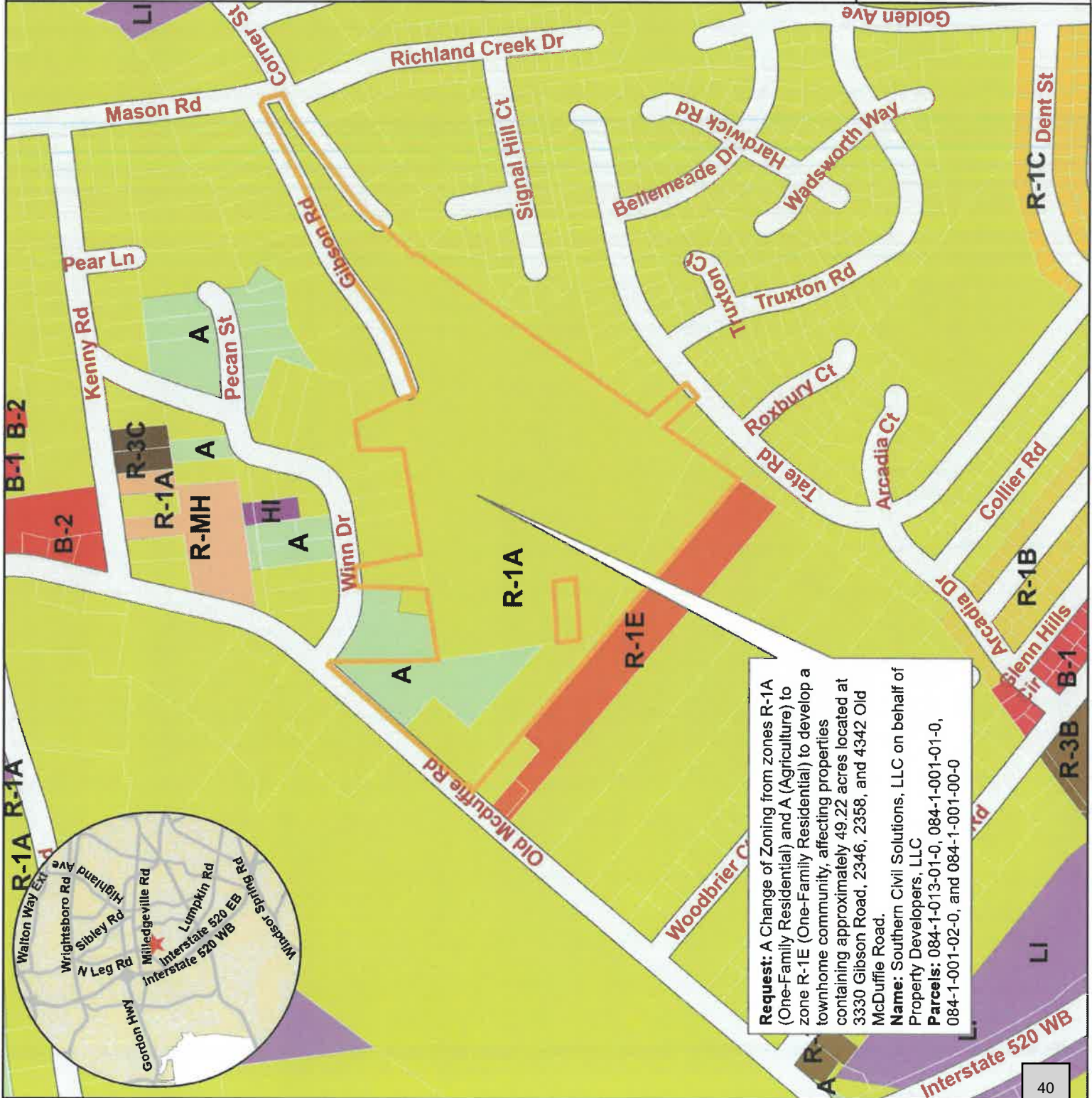
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Planning Commission
Z-25-22
July 7, 2025

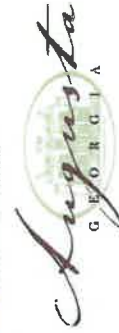
3330 Gibson Road, 2346,
2358, and 4342 Old McDuffie
Road

Future Zoning

Subject Property

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- HI: Heavy Industry
- LI: Light Industry
- R-1A: One Family Residential
- R-1B: One Family Residential
- R-1C: One Family Residential
- R-1E: One Family Residential
- R-3B: Multiple-Family Residential
- R-3C: Multiple-Family Residential
- R-MH: Manufactured Home Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
6/11/2025 PE22633

Augusta, GA Ordinance

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Commission Meeting

July 15, 2025

Item Name: **Z-25-24**

Department:	Planning & Development
Presenter:	Chyvatee Vassar, Interim Director
Caption:	<p><u>Z-25-24</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Longleaf Manor, LLC on behalf of Susan C. Johnson, Cledous Johnson, William J. Glisson, Jr., Et al. requesting a rezoning from zone R-1A (One-Family Residential) to zone PUD (Planned Unit Development) to develop a mixed-use development, affecting properties containing approximately 12.7 acres located at 831, 833, 835, 837, 839, 841, and 843 Stevens Creek Road. Tax Map #'s 006-0-029-00-0, 006-0-030-00-0, 006-0-031-06-0, 006-0-031-01-0, 006-0-031-03-0, 006-0-031-04-0, & 006-0-033-00-0.</p>
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Permitted uses of the site be limited to single-family detached homes, attached townhomes, duplexes, multi-family apartments, and commercial uses allowed in the B-2 zoning district. Flea markets, pawn shops, crematoriums, video game rooms/arcades, recreational vehicle parks, telephone offices and call centers, and automobile service shops are not permitted uses. Drinking establishments (nightclubs), taverns, and liquor stores require approval of a special exception through the process established in the City of Augusta Comprehensive Zoning Ordinance. 2. The total height of proposed buildings within the PUD shall not exceed 3 stories or 55' in height. 3. The development shall substantially conform to the conceptual site plans dated May 8, 2025. 4. The commercial area of the development shall not exceed 27,300 square feet of commercial building use. 5. The overall residential density of the 10.4-acre residential area of the PUD shall not exceed 16 dwelling units per acre. 6. Parking shall be provided for the residential number of units and an overall average of 2.25 parking spaces per unit, and for commercial, 4 parking spaces per 1,000 square footage of gross floor area. Parking requirements not addressed in this PUD development shall comply with the parking requirements in Section 4-2 of the City of Augusta Comprehensive Zoning Ordinance.

7. Building setbacks within the residential portion of the PUD shall be 8 feet the edge of the sidewalk for street-facing buildings and 6 feet for buildings facing green space. A minimum of 10 feet shall be required between structures to meet all applicable fire code compliance. Item 3.
8. The development shall provide a twenty (20) foot buffer around the entire development with a ten (10) foot planted area and a ten (10) foot grass area.
9. A minimum of 15% of the overall site shall be for public open space to include recreational amenities.
10. The PUD shall comply with the Augusta Tree Ordinance or obtain variances from the Tree Commission.
11. The commercial area shall comply with the sign requirements in Section 28-B of the City of Augusta Comprehensive Zoning Ordinance. Only directional signage shall be allowed in the residential area.
12. Install/improve sidewalks on all new and existing public streets adjacent to the site to meet the latest adopted ADA standards.
13. The PUD development shall comply with the requirements of Augusta Engineering and Traffic Engineering, including but not limited to the permitting of new curb cuts.
14. Lighting in parking lots shall be directed downward and away from any nearby residences.
15. Building elevations shall generally reflect those submitted with the application, and final building elevations and materials of proposed structures may be subject to design review by the Planning Director or designated staff.
16. Changes determined to be minor to the approved PUD shall be handled administratively by the Planning Director, designated staff in accordance with Section 19-6 of the City of Augusta Comprehensive Zoning Ordinance.
17. Changes determined to be major shall require amending the approved PUD, requiring Augusta Commission approval in accordance with Section 19-8 of the City of Augusta Comprehensive Zoning Ordinance.
18. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia, for the actual development is required prior to construction commencing on the property.
19. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.

Funds are available in N/A
the following accounts:

REVIEWED AND N/A
APPROVED BY:

Hearing Date: July 7, 2025

Case Number: Z-25-24

Applicant: Longleaf Manor, LLC

Property Owner: Susan Johnson, Cledous Johnson, William Glisson, JR., Et al.

Property Address: 831, 833, 835, 837, 839, 841, & 843 Stevens Creek Road

Tax Parcel No(s): 006-0-029-00-0, 006-0-030-00-0, 006-0-031-01-0, 006-0-031-03-0, 006-0-031-04-0, 006-0-031-06-0, & 006-0-033-00-0

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

Fort Eisenhower Notification Required: N/A

Commission District 7: Tina Slendak

Super District 9: Wayne Guilfoyle



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-1A (One-family Residential) to PUD (Planned Unit Development)	Mixed-Use Development (Single family attached/detached, duplexes, multi-family and commercial Uses	Section 19

SUMMARY OF REQUEST:

This request involves seven vacant parcels of approximately 13.03 acres at the intersection of Stevens Creek Road and River Watch Parkway. The applicants seek to develop a Planned Unit Development (PUD) of mixed-uses consisting of 136 residential dwelling units consisting of single-family attached/detached housing, 2-family duplexes, multi-family flats (apartments) and 27,300 gross square feet floor area for commercial uses.

COMPREHENSIVE PLAN CONSISTENCY:

The proposed development is in the West Augusta Character Area. This character area reflexes suburban development patterns of low-density residential subdivisions with apartment complexes along the major thoroughfares. Developable land has become scarcer in recent years attributing to more medium density development such as townhomes. Commercial development is characterized by shopping centers, professional offices and entertainment establishments along major roadways in a linear pattern. The vision for this area is to promote limited development of the remaining tracts while preserving the single-family residential character that dominates the area. Mixed uses development will be encouraged on sites being redeveloped. The applicant's proposal is compatible with the desired development pattern for the West Augusta Character Area.

FINDINGS:

1. The properties are vacant, undeveloped land.
2. The residential portion of the proposed development will be a gated lease community and there will not be any individual fee simple title lots for sale.
3. The proposed PUD will consist of the following:
 - 2.6 acres of commercial area with 27,300 square feet of retail space allowing permitted uses in the B-2 zoning district with some restrictions.
 - 10.4 acres of residential area consisting of 136 single-family homes, townhomes, 2-family duplexes, and multi-family flat (apartments) consisting of the following.
 - Nineteen (19) three-bedroom townhome units
 - Eighty-five (85) two-bedroom detached homes, attached townhome and duplex units
 - Sixteen (16) one-bedroom flats
 - Sixteen (16) two-bedroom flats
 - The proposed one and two-bedroom multi-family building will be 3 stories in height, not to exceed 55 feet in height, with the remaining residential units being 2 stories in height.
 - The initial design of the proposed PUD development has set aside 3.85 acres (approximately 29%) of the development for open space for recreational amenities and landscaping. The minimum required is 15% open space.
 - A 20-foot landscape buffer will be placed around the entire development.
 - Internal streets will be private measuring 27 feet in width curb face to curb face with street parking on one side and sidewalks on both sides of the street.
4. 417 parking spaces are proposed for this PUD development. Surface parking lots will accommodate the required off-street parking for multi-family and commercial uses. Many single-family residences will have garages or driveways to provide 2 spaces per dwelling unit. Residential units that do not have garages or driveways will have parking areas and on-street parking will be available. Required guest parking will be available with on-street parking.
5. Building setbacks will be 8 feet from edge of sidewalk for street facing buildings and 6 feet for buildings facing green space. A minimum of 10 feet will be required between structures to meet fire code compliance.
6. Augusta Transit is not available within half a mile of the proposed PUD development.
7. Access to the PUD will be from Stevens Creek Road and Mayo Road.
8. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, River Watch Parkway is identified as a major arterial street and Steven Creek Road is identified as a collector street. Mayo Road is classified as a local road.
9. The Traffic Engineering Department has reviewed the preliminary traffic impact worksheet submitted with the application and determined that a full traffic impact study will be required.
10. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
11. According to the Augusta-Richmond County GIS Wetlands Layer there are no national wetlands located on the property.
12. This rezoning is consistent with aspects of the 2023 Comprehensive Plan which supports revitalization of vacant and underutilized lots and greater housing opportunities.

13. At the time of completion of this report, staff has received inquiries about the application and a few have expressed opposition concerning this rezoning application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- A full traffic impact study will not be required.

Engineering Comments:

- Approve with Conditions.

Utilities Comments:

- No comments received as of June 30, 2025.

RECOMMENDATION: The Planning Commission recommends Approval of the zoning request with the following conditions:

1. Permitted uses of the site be limited to single-family detached homes, attached townhomes, duplexes, multi-family apartments, and commercial uses allowed in the B-2 zoning district. Flea markets, pawn shops, crematoriums, video game rooms/arcades, recreational vehicle parks, telephone offices and call centers, and automobile service shops are not permitted uses. Drinking establishments (nightclubs), taverns, and liquor stores require approval of a special exception through the process established in the City of Augusta Comprehensive Zoning Ordinance.
2. The total height of proposed buildings within the PUD shall not exceed 3 stories or 55' in height.
3. The development shall substantially conform to the conceptual site plans dated May 8, 2025.
4. The commercial area of the development shall not exceed 27,300 square feet of commercial building use.
5. The overall residential density of the 10.4-acre residential area of the PUD shall not exceed 16 dwelling units per acre.
6. Parking shall be provided for the residential number of units and an overall average of 2.25 parking spaces per unit, and for commercial, 4 parking spaces per 1,000 square footage of gross floor area. Parking requirements not addressed in this PUD development shall comply with the parking requirements in Section 4-2 of the City of Augusta Comprehensive Zoning Ordinance.
7. Building setbacks within the residential portion of the PUD shall be 8 feet from the edge of the sidewalk for street-facing buildings and 6 feet for buildings facing green space. A minimum of 10 feet shall be required between structures to meet all applicable fire code compliance.
8. The development shall provide a twenty (20) foot buffer around the entire development with a ten (10) foot planted area and a ten (10) foot grass area.
9. A minimum of 15% of the overall site shall be for public open space to include recreational amenities.
10. The PUD shall comply with the Augusta Tree Ordinance or obtain variances from the Tree Commission.
11. The commercial area shall comply with the sign requirements in Section 28-B of the City of Augusta Comprehensive Zoning Ordinance. Only directional signage shall be allowed in the residential area.

12. Install/improve sidewalks on all new and existing public streets adjacent to the site to meet the latest adopted ADA standards.
13. The PUD development shall comply with the requirements of Augusta Engineering and Traffic Engineering, including but not limited to the permitting of new curb cuts.
14. Lighting in parking lots shall be directed downward and away from any nearby residences.
15. Building elevations shall generally reflect those submitted with the application, and final building elevations and materials of proposed structures may be subject to design review by the Planning Director or designated staff.
16. Changes determined to be minor to the approved PUD shall be handled administratively by the Planning Director, designated staff in accordance with Section 19-6 of the City of Augusta Comprehensive Zoning Ordinance.
17. Changes determined to be major shall require amending the approved PUD, requiring Augusta Commission approval in accordance with Section 19-8 of the City of Augusta Comprehensive Zoning Ordinance.
18. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia, for the actual development is required prior to construction commencing on the property.
19. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.

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

Riverwatch at Stevens Creek Rd Planned Unit Development (PUD) District Development Plan Narrative

May 20, 2025

Applicant:	Longleaf Manor, LLC
Location:	831 – 843 Stevens Creek Rd, Augusta, GA
Tax Parcel :	006-0-029-00-0, 006-0-030-00-0, 006-0-031-01-0, 006-0-031-03-0, 006-0-031-04-0, 006-0-031-06-0, 006-0-033-00-0
Size:	13.03 Acres
Current Use:	Undeveloped
Current Zoning:	R-1A Residential Single Family
Proposed Zoning:	PUD (Planned Unit Development)

SUMMARY

The purpose of this Narrative is to describe in writing the factors and characteristics which affect site planning, the existing and proposed infrastructure, the principles utilized in the design of the development and the specific elements of the proposed Development Plan (Plan). It is the intent that this Narrative together with the Plan drawing will fully suffice to meet the requirements for submittal in the re-zoning of the property to a PUD district.

EXISTING SITE

The subject property consists of seven (7) undeveloped parcels comprising 13.03 acres, located at 831 to 843 Stevens Creek Road. In addition to access on Stevens Creek Rd, this project also includes a connection to Mayo Road on the northwest end of the subject property. The property is fronted by Riverwatch Parkway to the south (across from Iron Horse Apartments, Windsong Condominiums, Riverwatch Car Wash and Self Storage), Stevens Creek Road to the east (across from the Piedmont Spine Center, Smile Convenience Store, and Stevens Park Health & Rehabilitation), Brookfield Park to the west, and to the north are Mayo Road, 3 single-family homes, Augusta Land Surveying and Elijah Burroughs Law Firm. Both the subject site and adjacent properties are outside of all overlay districts and corridors.



Figure 1: Aerial view of the subject property

PROPOSED DEVELOPMENT

Vision

This new private gated community will offer peace of mind, security, stability, and strong appreciating property values – ideal for young couples, singles, and empty nesters to enjoy a great quality of life. These new homes will adjoin beautiful, thoughtful and useful amenities, parks, and greenways. They will include several housing types including cottages, semi-detached villas, townhomes, and mansion flats. They will be thoughtfully designed with a rich variety of options and contrasts, while remaining consistently themed in style and quality. Each home will be connected to the neighborhood through a calm and sensible vehicular layout; with the overall design purposeful to encourage human scale interaction with the built environment of the community. In other words it's designed for people – at a scale to encourage them to live, engage, walk, interact comfortably.

The site plan and building architecture are designed together to create a Traditional Neighborhood atmosphere based on timeless, proven principles and relevant New Urbanist ideals. There will be

several different housing options, activated open green space, common courtyards and pathways, and pedestrian-friendly streets. Amenities will include a clubhouse, fitness center, and coworking spaces. Outdoor amenities will be strategically located throughout the community and include features such as dog parks, walking trails, children's play areas, courtyards, and common gathering areas encouraging social interaction and a sense of community. The Plan provides connectivity, encourages walkability, and fosters a sense of place and community, all in order to enhance residents' quality of life.

This community will offer much-needed new residential housing to the Augusta area which suffers from an acute new home shortage. According to the **2023 Comprehensive Economic Development Strategy (CEDS)** adopted by the Central Savannah River Area (CSRA) Regional Commission, Augusta-Richmond County and Columbia County together are projected to become home to an additional 78,200 residents by 2040. Using an average household size of 2.5 people, that means an additional 31,280 units over the next 16 years, or an annual average of 1,840 units. For Augusta alone, growth projections are for an additional 10,700 residents, which would translate to a total of 4,280 new units needed, or an annual average of 251 units. And actually many more new homes are needed than this would indicate because, according to **Envision Augusta**, the City's Comprehensive Plan, some of the existing housing stock is outdated and needs to be replaced with new housing stock in order to appeal to potential residents who are considering where to live. Augusta community leaders have discussed and sought to address the housing shortage crisis, the need for adequate, appealing, attainable housing, and the broad negative effects on the community when people are forced to live elsewhere to find good housing.

CSRA CEDS economic growth and development strategies that this Plan incorporates include:

- mixed-use to improve net tax revenue – commercial vs residential
- attainable housing for smaller households / singles
- downtown district support
- adaptive re-use of key site to ensure highest and best transitional use

The goal of this Plan is to meet shifting market demands with excellent much-needed homes in a walkable community that will grow in value and thus benefit the overall Augusta area.

Missing Middle Housing

Opticos Design, a leading planning firm, has worked successfully for decades to solve this problem in communities around the country. In 2010, as part of the lessons they've learned, they coined the term "Missing Middle Housing". Many communities similar to Augusta, like Athens, GA and Chattanooga, TN have engaged Opticos to conduct studies for potential ways to achieve solutions.

For example, in 2022, Opticos completed a study for the Athens area, which has many findings directly relatable to Augusta. It was titled **"Missing Middle Housing Scan" Analysis**+ Definitions of Barriers to Missing Middle Housing. Below are some highlights from that study that illustrate how our project aligns with its findings and helps meet the goals stated by Augusta leaders:

- Missing Middle types achieve medium-density yields and provide high-quality, marketable options between the scales of single-unit homes and mid-rise apartments. They are designed to meet the specific needs of shifting demographics and new market demands and are a key component in

neighborhoods offering diverse housing choices. They are called “missing” because very few of these housing types have been built since the early 1940s due to regulatory constraints, the shift to auto-dependent patterns of development, and the incentivization of single-unit homeownership by the federal government. (pg. 14–15)

- The solution is not as simple as adding more multi-family housing stock using the same housing typologies that have been built over the past couple of decades. Instead, it will be necessary to shift the way that we design, locate, regulate, and develop homes. As “What’s Next” states, “It’s a time to rethink and evolve, reinvent and renew.” To that end, MMH types such as Duplexes, Fourplexes, Cottage Courts, Multiplexes, Townhouses, and Live/Work units, are a critical part of the solution and should be in the toolbox of every architect, planner, real estate agent, and developer. (pg. 14)
- MMH creates community through the integration of shared community spaces within the types, as is the case for Courtyard Buildings or Cottage Courts, or simply from the proximity they provide to the community within a building and/or the neighborhood. This is an important aspect, in particular within the growing market of single-person households (which is at nearly 30% of all households, nationally) that want to be part of a community. This has been especially true for single women who have proven to be a strong market for these MMH types, particularly Cottage Courts. (pg. 17)
- 56% of millennials and 46% of baby boomers want to live in more Walkable Neighborhoods, and 59% of millennials and 27% of baby boomers are looking for MMH. (Pg 10)
- Due to many factors, including out-moded zoning and restrictions which preclude MMH, typical new residential units now cost beyond the means of most below age 50. Average age of home purchaser is now over 50 nationally, and just a few years ago was just over age 30. One advantage Augusta has over similar regional markets like Savannah, Atlanta, Chattanooga, Charlotte, Greenville, is that housing costs to buy or rent remain significantly lower than most of the competing markets. In Augusta, with thoughtful new plans and projects, there is an opportunity to offer vibrant housing, including MMH types, at prices below competing markets.
- By 2025, 85% of households will not have children, but we are building as if they will. Millennials, baby boomers, and single person households do not need or want a large yard or house to maintain. Further, nearly 30% of them are single-person households.
- This is a call for architects, planners, real estate professionals, and developers to think outside the box and to begin to create immediate, viable solutions to address the mismatch between the housing stock and what the market is demanding: vibrant, sustainable, walkable places. MMH types are an important part of this solution and should be integrated into comprehensive and regional planning, zoning code updates, TOD strategies, and business models for developers and builders who want to be at the forefront of this paradigm shift. (pg. 17)

Vision for West Augusta Character Area set forth in Envision Augusta (p. 81-83)

In keeping with the findings and goals of Envision Augusta, this site is located at a key nodal intersection on a gateway into the City. Thus it meets the criteria for commercial development, for quality residential development, and for buffering, enhancing, and preserving the character of the surroundings. As Envision Augusta states regarding the West Augusta area, “Mixed-use development will be encouraged on sites being redeveloped.” Additionally, in recommended Development Patterns it states “4. Promote mixed-use development at appropriate locations to reduce development footprint, encourage more bicycle-pedestrian trails, create a sense of place. . . Reduce reliance on autos by using sidewalks, bike lanes, and multi-use trails to connect residential

neighborhoods to schools, parks, community centers, greenways, neighborhood businesses and services.” This community will do just that. And per the Comprehensive Plan and CEDS, a mixed-use PUD approach on this site is desirable for several reasons. It assembles seven different parcels with many different owners into one master plan – ensuring ideal highest and best uses, optimal connectivity and access, economic growth, increased net tax revenue, appreciating property values. Otherwise, these same parcels would be limited to a piece-meal, disjointed, uncoordinated approach, yielding far less property value, community benefit and economic impact.

ZONING

Currently, the property is zoned R-1A (Single-Family Residential). The request is to rezone the properties to PUD (Planned Unit Development) following the development characteristics specified below. The surrounding developments are zoned B-2, R-3B, and R-1A, with B-1, R-3A, R-3C and LI nearby. The request to rezone to PUD comes from a desire to broaden the available housing options in keeping with the CSRA CEDS economic strategies and in keeping with the City’s Comprehensive Plan to assemble, plan, and redevelop these strategically-located key properties that currently, as separate parcels, are greatly underutilized. PUD is the zoning needed to assemble, plan, and redevelop the site with commercial uses that generate positive tax revenue along with the requisite residential density to provide attainable housing in a walkable community. If the rezoning is approved, but development does not commence within 18 months of rezoning, then, if owner requests, the property will revert to original zoning.

Development Characteristics

- I. The proposed development includes a mix of residential and commercial uses. Commercial space is no more than 23,000 square feet in total with flexibility for small or larger businesses that support local economic growth. Residential density is no more than 16 units per acre.
 - a) Commercial includes two parcels of approximately 2.1 acres at the corner of Riverwatch Parkway and Stevens Creek Rd and 0.5 acres on Stevens Creek Rd at the development entrance. Commercial development shall comply with restrictions and regulations and requirements (unless otherwise specified in this Narrative or the Plan) applicable to B-2 Zones and shall be approved for B-2 Zone Permitted Uses except for the following uses which shall be prohibited: flea markets, pawn shops, crematoriums, travel trailer parks, video game rooms / arcades, nightclubs or drinking establishments, and taverns and liquor stores other than by Special Exception applicable to B-1 Zones set forth in the Comprehensive Zoning Ordinance of Augusta, Georgia (Ordinance).
 - b) The residential area is approximately 10.4 acres with a main entrance from Stevens Creek Road through the commercial area, and a secondary entrance onto Mayo Rd, as well as access to adjoining Brookfield Park. Residential development shall comply with restrictions and regulations applicable to PUD Zones and minimum general requirements as set forth in the Ordinance other than as described herein or depicted in the Plan. Overall residential shall not exceed approximately 160 units. As shown on the Plan, proposed density is approximately 13 units per acre – 136 units. Residential dwelling types may include a variety of single-family detached and semi-detached, single-family attached (eg. townhomes), two-family (paired villas, duplexes, etc), and multiple-family (mansion flats, multiplex, etc) dwellings.

- II. Building setbacks and separations
 - a) Minimum building setback for street-facing structures is eight(8) feet from the back of sidewalk. For buildings facing green space, minimum set back shall be six(6) feet from closest edge of walkway.
 - b) For fire code compliance, distance between two primary structures shall be no less than ten(10) feet.
- III. The maximum impervious ratio for the entire development shall be no more than 60% of the total site area. Impervious areas include building footprints, streets, alleys, and parking areas. The actual impervious area shown in the site plan is 54.6%.
- IV. Maximum structure heights shall not exceed 52 feet. All the residential structures will be no more than three stories in height. And commercial structures will be primarily one to two stories.
- V. A minimum of 15 percent of the project area shall be permanently allocated to open space. Some 3.85 acres (approximately 29%) of open space has been delineated throughout the Plan. This open space has areas provided for recreational use as well as other areas to be enhanced with amenities and / or landscaping.
- VI. Street standard and traffic calming
New streets proposed in the development will be private and abide by the following design standards:
 - a) Travel lane width: 10'
 - b) On-street parking width: 7'
 - c) Sidewalk width: min. 5'
 - d) Street trees will be planted 40' on center along streets in planting zones or building setback zones.
 - e) The proposed travel lane width and on-street parking will help calm traffic.
- VII. Buffer zone – A twenty (20) feet buffer is proposed along the external 'perimeter' boundaries. No buildings or structures shall be allowed in the buffered area. At least 10' of the buffer area starting from the perimeter boundaries should be kept as original vegetation and trees or be planted with medium or large trees spaced 40 feet on centers with interplanted evergreen plant materials, berms, mounds or combinations thereof to achieve the objective within a maximum three-year period. The other 10' of the buffer zone can be used for landscaping or residential yards for new homes.
- VIII. Parking Standard – Residential shall have minimum 2.25 parking spaces per unit, which can be met with built-in garages, surface parking areas and on-street parking spaces. Minimum commercial parking shall be 4.5 (1) space for each 1,000 square feet of gross floor area.
- IX. Tree Ordinance Compliance - The development shall provide for thirty percent (30%) minimum tree canopy coverage as specified in Title 8, Chapter 4 of the City ordinance.
- X. Signage – Entrance signs can only be located at the at the two entrances at Stevens Creek Road and Mayo Road respectively. An additional monument sign may be located at the corner of Stevens Creek Road and Riverwatch Parkway. See plan for proposed sign locations. Other directional signages can be located within the development for wayfinding purposes.

Design Principles – Consider to delete repeated contents or remove completely if not required for rezoning.

General Principles

- Traditional Neighborhood Design
- Elements of New Urbanism
- Mixed-Use
- Human Scale

Residential Principles and Standards

- Cottages, Townhomes, Mansion Flats
- 1, 2, and 3-story structures with unique floor plans
- Quality, cohesive architecture

Commercial Principles and Standards

- Commercial building architecture will be developed to support the Plan goal to seek highest and best uses and to create lasting value in keeping with Comprehensive Plan goals, CEDS strategies, market demands, and community needs at this key nodal intersection. The Plan includes representative and inspirational imagery depicting several types of uses and associated architectural styles in keeping with the Residential plans and the surrounding Augusta areas.
- Commercial, retail, professional, health and personal care are types of uses that will benefit the residents of this new community and the surrounding existing neighborhoods, reducing commutes to obtain services elsewhere.

Connectivity

The proposed plan includes private gated entrances, with a full-motion intersection on Stevens Creek Rd and a secondary entrance at Mayo Road, as well as extended vehicular, cyclist, and pedestrian interconnectivity opportunities. Pedestrian connectivity is woven through a series of connected green spaces and courtyards throughout the proposed site as well as to Brookfield Park.

Green Space

The Plan, in its current form, reserves some 29 percent of the total site area for open space. It is the intent of the Plan that abundant open space be provided so as to enhance the quality of life for all residents and users in the development. At the time of development, open space will be further defined and calculated to show at least 15 percent of the overall property will be designated to green space to conform to City Standards.

- Public and Private Outdoor Space
- Open Courtyards and Commons
- Homes oriented towards green space
- Connectivity to public park

Landscape Standards

Street Trees

Street Trees will be provided at a rate of one large or medium tree at a maximum of 60' O.C. at all roads within the development. Plant trees a minimum of 5' from the back of curb.

Tree Canopy

Trees will be provided as required to meet the tree canopy requirement of the City of Augusta Tree Ordinance in the commercial use area. The residential area shall be exempt.

Tree Quality

Since Georgia does not have an equivalent standard system, trees will meet the requirements as Specimen, Florida Fancy or Florida #1 grades which are found in the published Florida Grades and Standards 2022. Minimum size at installation shall meet the requirement of the City of Augusta Tree Ordinance.

Tree Rooting Zone

Trees shall be provided with uncompacted root zone based on their expected size at maturity. Care should be taken to provide uncompacted root space by located trees in landscaped areas or in paved areas by employing a modular suspended paving system, or by using a structural soil. Root barriers shall be installed where trees are within 8' of hardscapes.

Tree Rooting Zone

Where no sidewalk or hardscape abuts a building front, a landscaped area no less than 5' wide shall be installed. Either shrubs shall be planted at a minimum of 1 per 5' of building face or groundcover may be planted to provide complete coverage of the landscaped area.

Irrigation System

All landscaped areas shall be provided with centrally controlled automatic irrigation systems. Only grassed areas shall be irrigated with overhead irrigation. All trees, shrubs, and groundcovers shall be irrigated with drip irrigation.

Buffers

Buffers on the perimeter boundary in the Residential area shall be 10' planted and 10' yard area as described in this Narrative and shown on the Plan (and associated details such as the Street section).

Required Infrastructure - Consider to delete repeated contents or remove completely if not required for rezoning.

Roads

The streets will be private and will consist of two lanes and concrete curb and gutter on all sides. Streets will be 27' in width measured from the face of curb. Sidewalks will be required on both sides of the public streets.

Water Service

The water system service will be provided by the City of Augusta. Water service to the development should be readily available at the site through the existing facilities currently onsite or the extensions

of nearby water mains within adjacent public right-of-ways. . Per the City's GIS, there is an existing 12" DIP water main on the west side of Stevens Creek Road as well as 12" AC main located in Mayo Road.

Sanitary Sewer Service

The sanitary sewer service will be provided by the City of Augusta. There is currently an existing 8" unknown material gravity main just north of the site in Mayo Road that leads to a public lift station that discharges towards the neighborhood to the north. There is also an existing 8" PVC main south of the site across Riverwatch Parkway. This project could require a sanitary sewer pump station and force main. The Applicant has discussed the conceptual design and master utility plan with the Department of Public Utilities and agreed to work towards a design seeking to reduce the number of lift stations in the City system, and seeking to make gravity sewer available to additional undeveloped properties in this basin.

Environmental and Stormwater

The property is not located within a Flood Hazard Area, according to FEMA maps. According to the Applicant's environmental consultant, there are wetlands associated with ephemeral and intermittent streams on the property. Stream and wetland locations have been delineated and located through field surveys and are shown on the proposed development layout. A Nationwide Permit will be obtained for the required road crossings.

The development will comply with all state and local stormwater regulations. Stormwater management will be managed with surface detention ponds and shall be designed to protect the watershed from pollution and erosion. The design shall be in accordance with the Georgia Stormwater Management Manual and all Augusta regulations. Additionally, the development will manage water quality and stormwater runoff reduction through LID and green infrastructure Best Management Practices to the greatest extent possible. Final details and design of stormwater structures will be completed during the site development/civil design phase of the project. The general locations of facilities depicted on the Plan are accurate as of the date of this submittal but may need to be moved to accommodate the final grading, soil conditions, or other factors that could impact feasibility.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

The 2023 Comprehensive Plan recommends the following policies, strategies, opportunities (p.59) and goals (p.61) which are implemented and advanced by this proposed new Planned Development.

- Address blight, deterioration and aging housing stock and improve access to goods and services to attract new and diverse residential developments.
- Increase the supply and variety of quality housing units, at multiple price points, in multiple locations, to suit the needs of a variety of households.
- Promote intra- and inter-connectivity within and between neighborhoods.
- Create nodal development tied to transportation, healthcare, schools, jobs, workforce, and housing.

- Improve infrastructure such as regional water and sewer
- Mitigate blight
- Conscious (thoughtful) development and redevelopment
- Incorporate Mixed-Use Housing as a standard
- Housing to attract and retain young adults
- Provide activity centers beyond downtown

CONCLUSION

The proposed Planned Development uses innovative and thoughtful design to provide missing housing to the Augusta area in a community with features that residents value the most. It will improve a large, undeveloped property adjacent to a major roadway where the utility infrastructure can support needed growth. With its proximity to surrounding residential and commercial development, the new community will be an attractive option for Augustans looking for a place to call home.



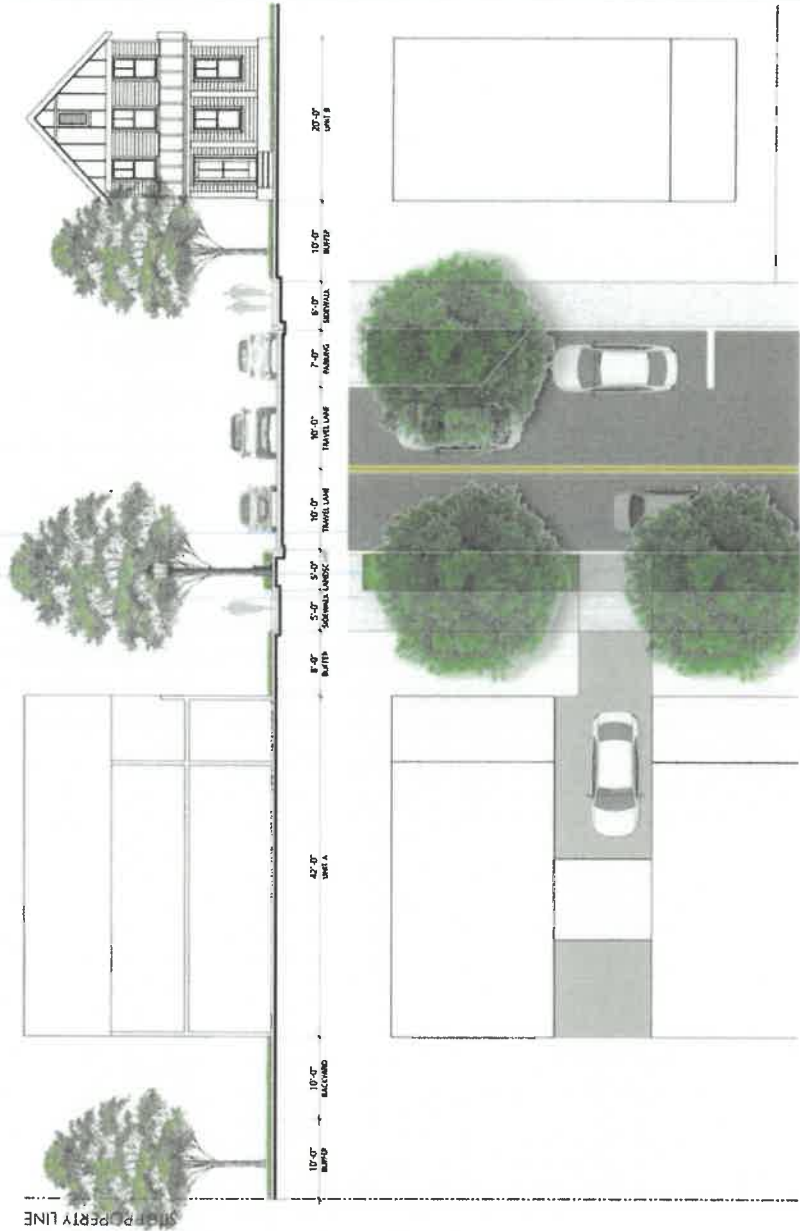
PROGRAM

Commercial		
Site Area	2.55 acres	
Floor Area	22,500 sf	
Parking Provided	111 spaces	4.83 per 1,000sf
Residential		
Site Area	10.48 acres	
1-Br unit	16	
2-Br unit	101	
3-Br unit	19	
Total Units	136	
Parking Provided	306 spaces	2.25 per unit
Garage space	122	
Between buildings	52	
Surface and on-street	132	
Impervious Area	308,976	54.8%
Tree Canopy	173,338	30.5%

SITE INFORMATION

Current Address	831-843 Stevens Creek Road
Site Area	13.03 acres
Current Zoning	R-1A
Proposed Zoning	PUD

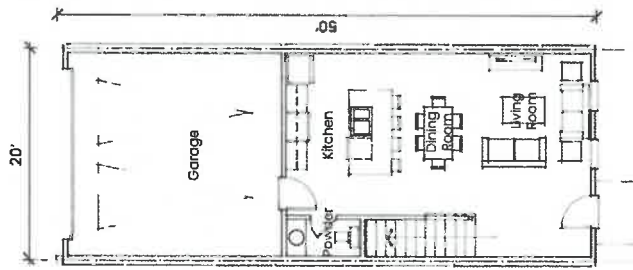
Typical Street Section



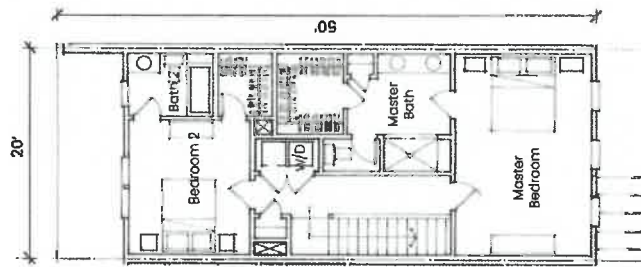
Typical Townhouse Plan

20' TOWNHOUSE

Heated	1,702 s.f.
Garage	480 s.f.
Total	2,182 s.f.



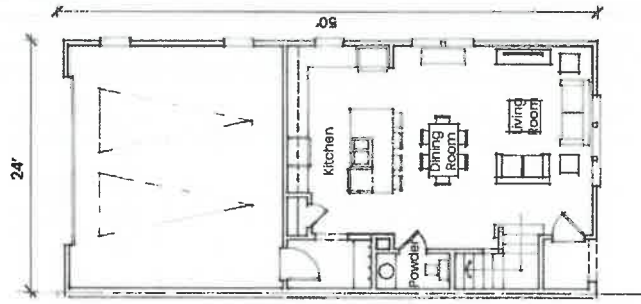
FIRST FLOOR PLAN



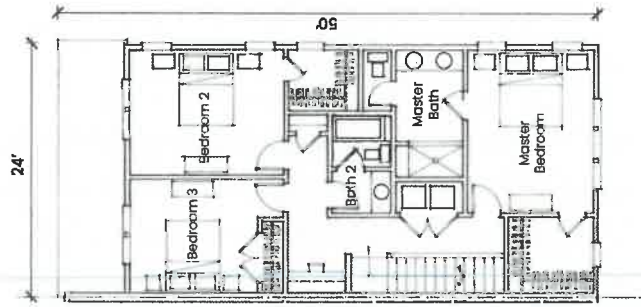
2ND FLOOR PLAN

24' TOWNHOUSE (Typical end unit)

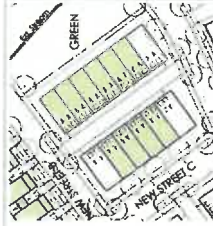
Heated	1,434 s.f.
Garage	400 s.f.
Total	1,834 s.f.



FIRST FLOOR PLAN

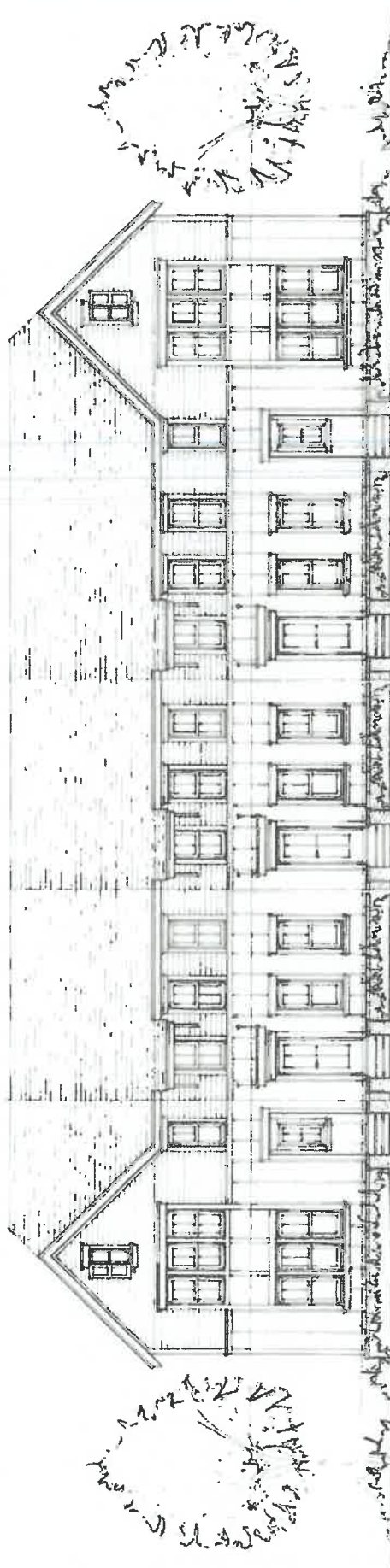


2ND FLOOR PLAN



Plans, elevations, and images in this package are representative for concept illustration only and are subject to change.

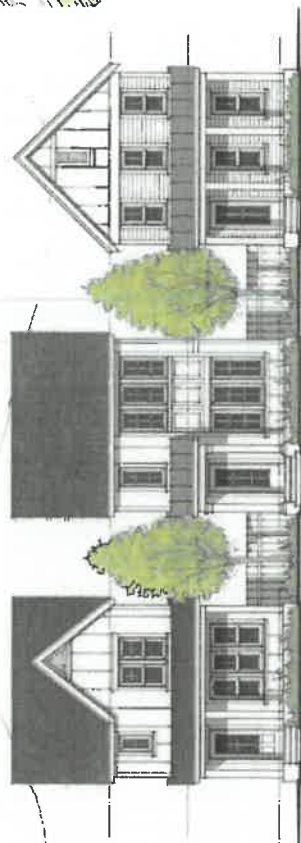
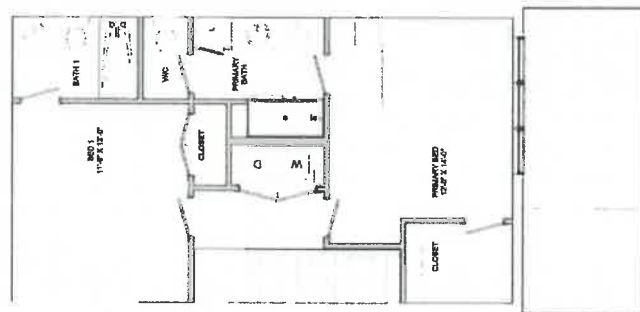
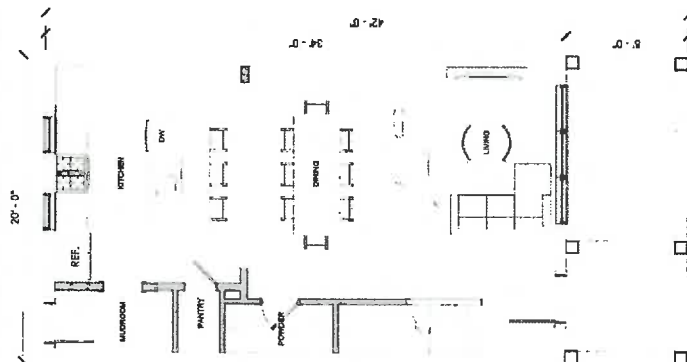
Typical Townhouse Elevation



Plans, elevations, and images in this package are representative for concept illustration only and are subject to change.

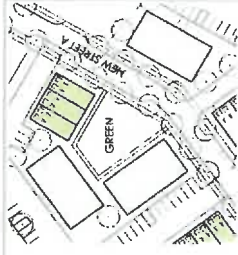
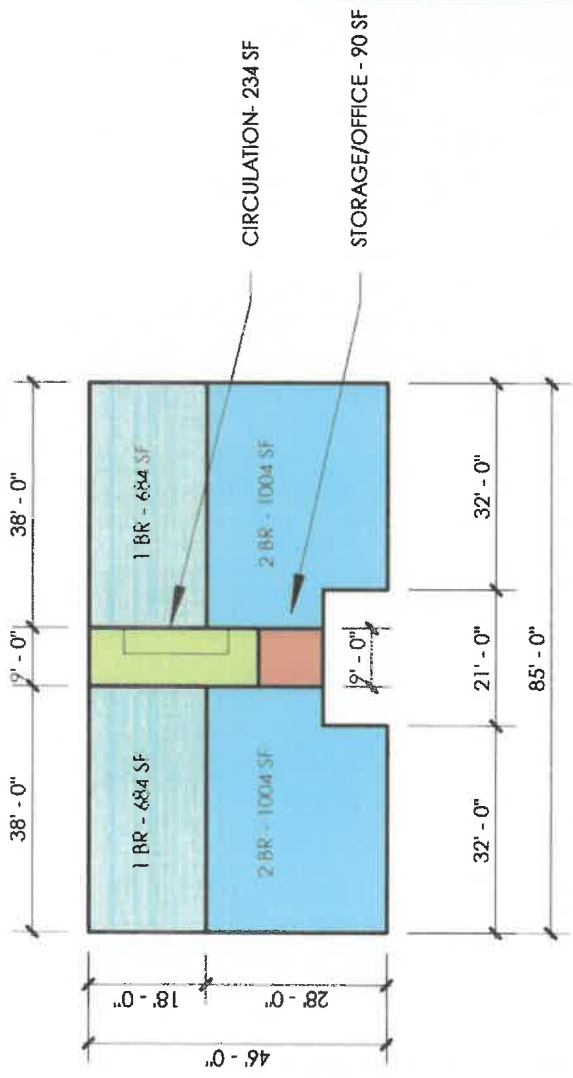
Typical Detached House Plan & Elevation

Heated area: 1,313 sf
2 Bedroom/2.5 Bath



Plans, elevations, and images in this package are representative for concept illustration only and are subject to change.

12-Unit Flats Building Plan and Elevation



Plans, elevations, and images in this package are representative for concept illustration only and are subject to change.

Inspirations – Detached Houses



Inspirations - Townhouse



0

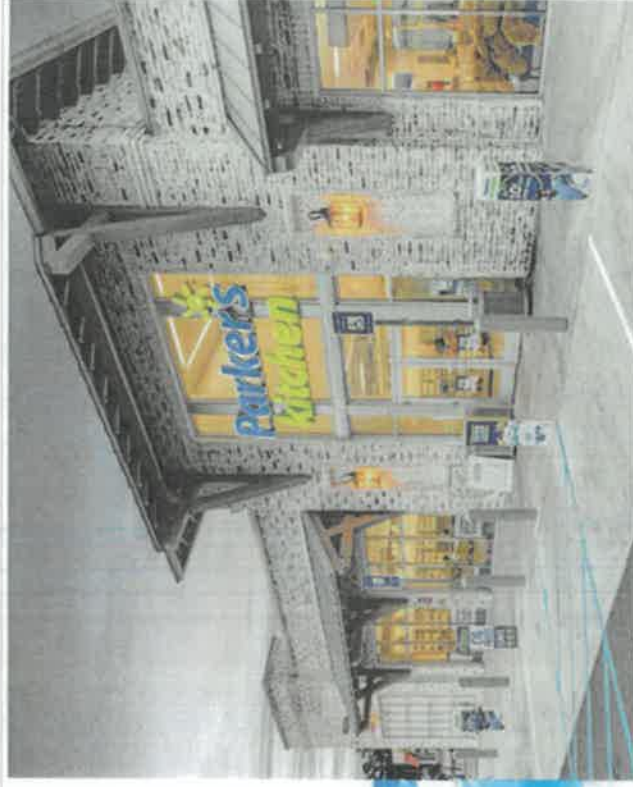
Inspirations - Flats



11



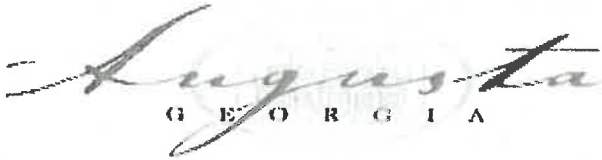
Inspirations – Convenience Retail



13

Inspirations – Village Retail





ENGINEERING DEPARTMENT

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

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 831 - 843 Stevens Creek Road

Tax Parcel Number: 006-0-029-00-0; 006-0-030-00-0; 006-0-031-01-0;
006-0-031-03-0; 006-0-031-04-0; 006-0-031-06-0; 006-0-033-00-0

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

Any new public roadways? (Circle One): Yes or No Proposed Roads shall be Private

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

Existing streets adjacent to property: 1) Stevens Creek Road (2 Lane-Urban) 3) _____
2) Riverwatch Parkway (4 Lane-Urban) 4) _____

Volume on each existing street (AADT): 1) 12,500 3) _____
2) 30,000 4) _____

Level of Service (LOS) on each street: 1) B 3) _____
2) A 4) _____

Land Use Type / Code (ITE Trip Generation): LUC = 136; 945; 712

Basis for Calculation (sq ft, # units, etc.): 136 Townhome Units; 5800 sf w/ 16 pumps; 3x1750 sf office bldgs

Trips Generated by Proposed Development: Daily = 5106; AM = 496; PM = 445

Adjusted street volumes based on trips generated:

1) 14,100 3) _____
2) 33,100 4) _____

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

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

Augusta Engineering Department -- Traffic Engineering
452 Walker St, Ste 120 -- Augusta, GA 30901
(706) 821-1850 -- Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

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

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

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

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

Official Use Only

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

Date of Review: 6/10/25

Signature of Traffic Engineer or Designee: Marques Jacobs

Print Name: Marques Jacobs

Title: Traffic Operations Manager

Planning Commission
Z-25-24
July 7, 2025

**831, 833, 835, 837, 839, 841,
 and 843 Stevens Creek Road**

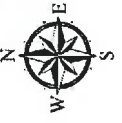
Aerial
 **Subject Property**



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 Planning & Development Department
 535 Telfair Street Suite 300
 Augusta, GA 30901
 6/12/2025 PE22633

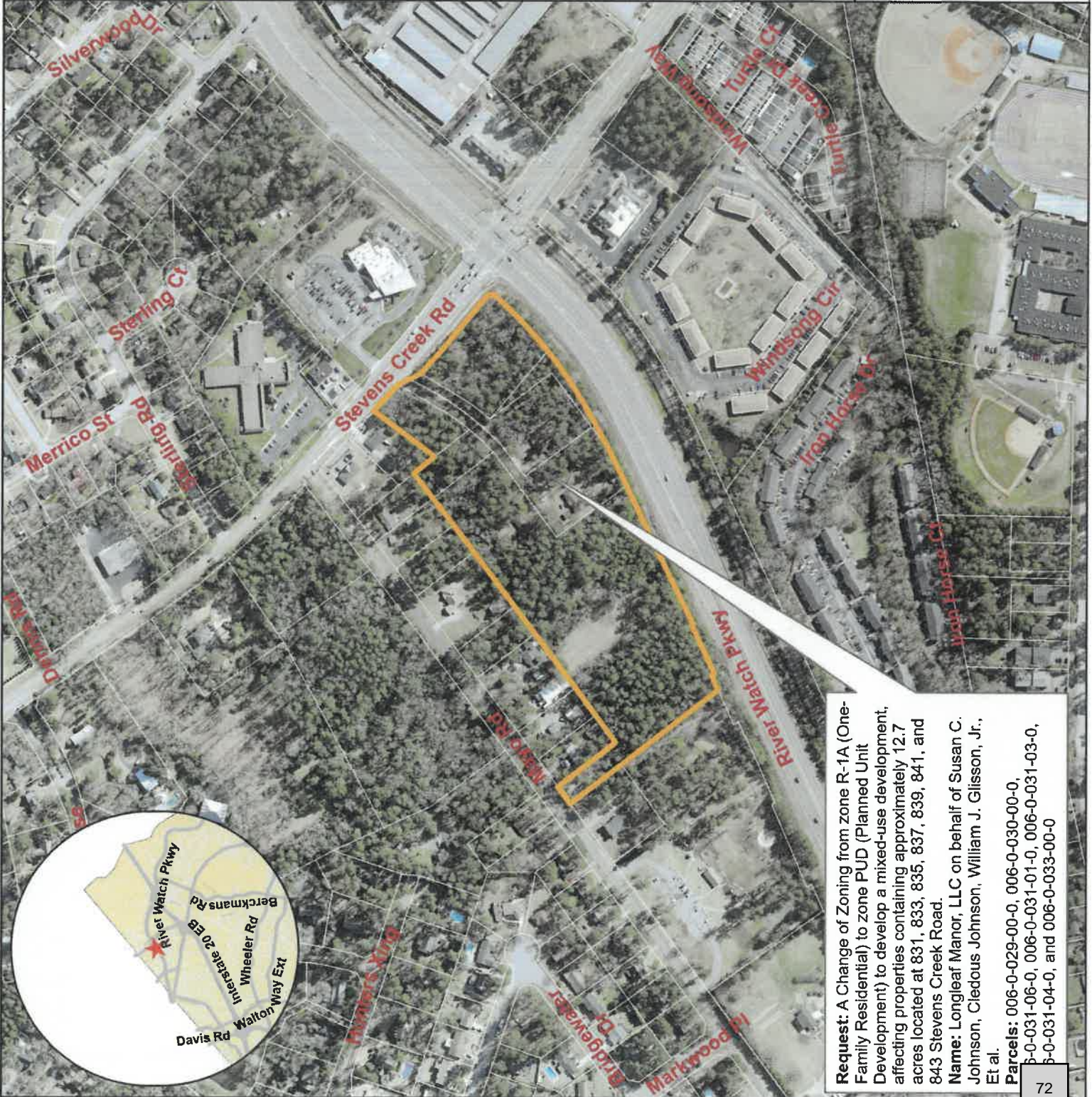
Augusta, GA Bird's-eye view

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Item 3.



Request: A Change of Zoning from zone R-1A (One-Family Residential) to zone PUD (Planned Unit Development) to develop a mixed-use development, affecting properties containing approximately 12.7 acres located at 831, 833, 835, 837, 839, 841, and 843 Stevens Creek Road.
Name: Longleaf Manor, LLC on behalf of Susan C. Johnson, Cledous Johnson, William J. Glisson, Jr., Et al.
Parcels: 006-0-029-00-0, 006-0-030-00-0, 006-0-031-06-0, 006-0-031-01-0, 006-0-031-03-0, 006-0-031-04-0, and 006-0-033-00-0

Planning Commission
Z-25-24
July 7, 2025

831, 833, 835, 837, 839, 841,
and 843 Stevens Creek Road

Current Zoning

 Subject Property

Zoning Classification

 A: Agriculture

 B-1: Neighborhood
Business

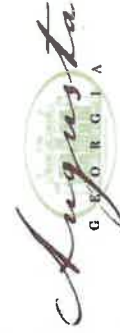
 B-2: General Business

 R-1: One Family
Residential

 R-1A: One Family
Residential

 R-3B: Multiple-Family
Residential

 R-3C: Multiple-Family
Residential



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Planning & Development Department
535 Telfair Street Suite 300
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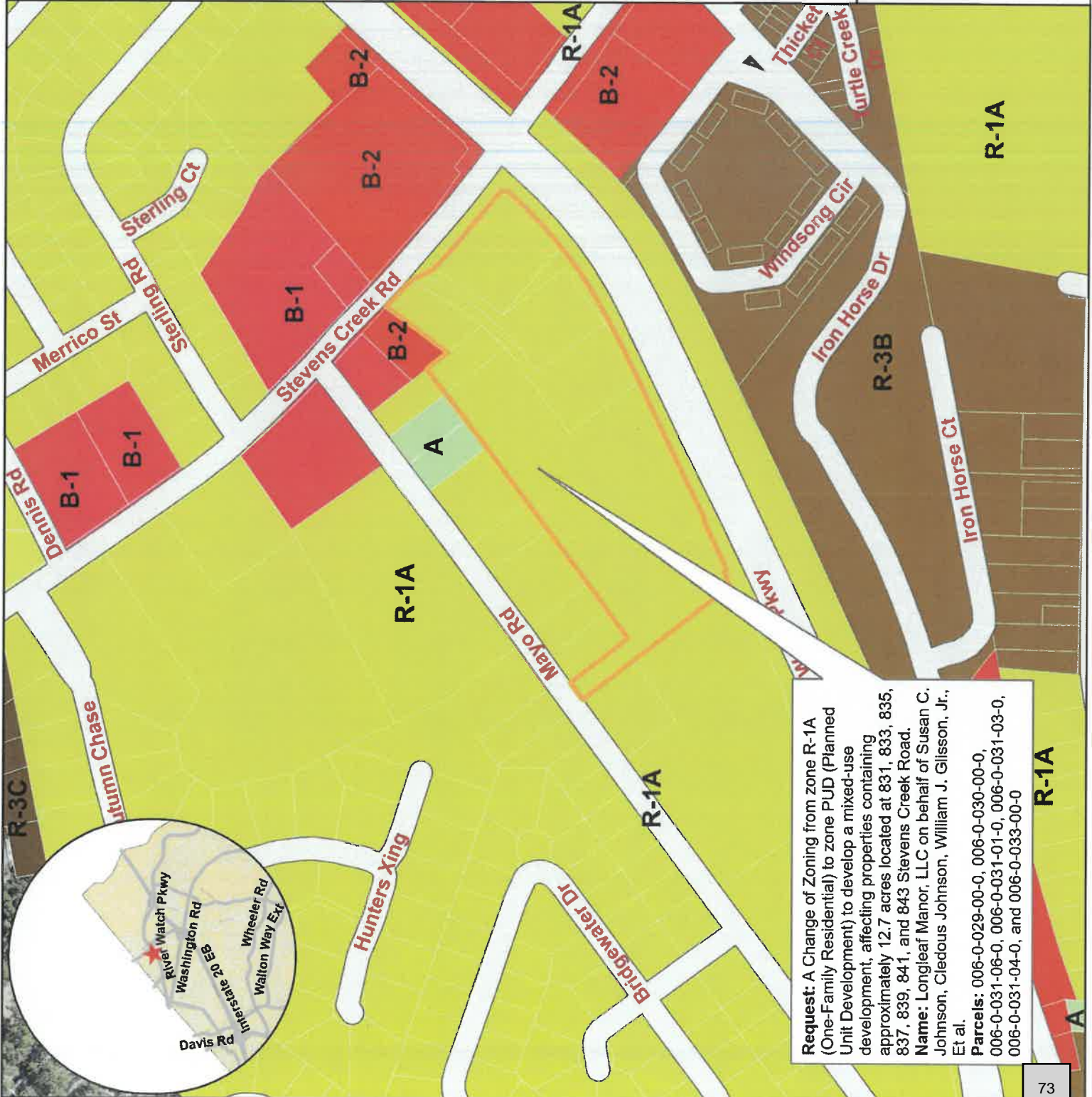
Augusta, GA Decaliner

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Item 3.

0 600 ft



Request: A Change of Zoning from zone R-1A (One-Family Residential) to zone PUD (Planned Unit Development) to develop a mixed-use development, affecting properties containing approximately 12.7 acres located at 831, 833, 835, 837, 839, 841, and 843 Stevens Creek Road.
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Planning Commission
Z-25-24
July 7, 2025

831, 833, 835, 837, 839, 841,
and 843 Stevens Creek Road

Future Zoning

 Subject Property

Zoning Classification

-  **A: Agriculture**
-  **B-1: Neighborhood Business**
-  **B-2: General Business**
-  **R-1: One Family Residential**
-  **R-1A: One Family Residential**
-  **R-3B: Multiple-Family Residential**
-  **R-3C: Multiple-Family Residential**
-  **PUD: Planned Unit Development**

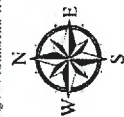


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Augusta, GA 30901
6/12/2025 PE22633

Augusta, GA Parcelmap

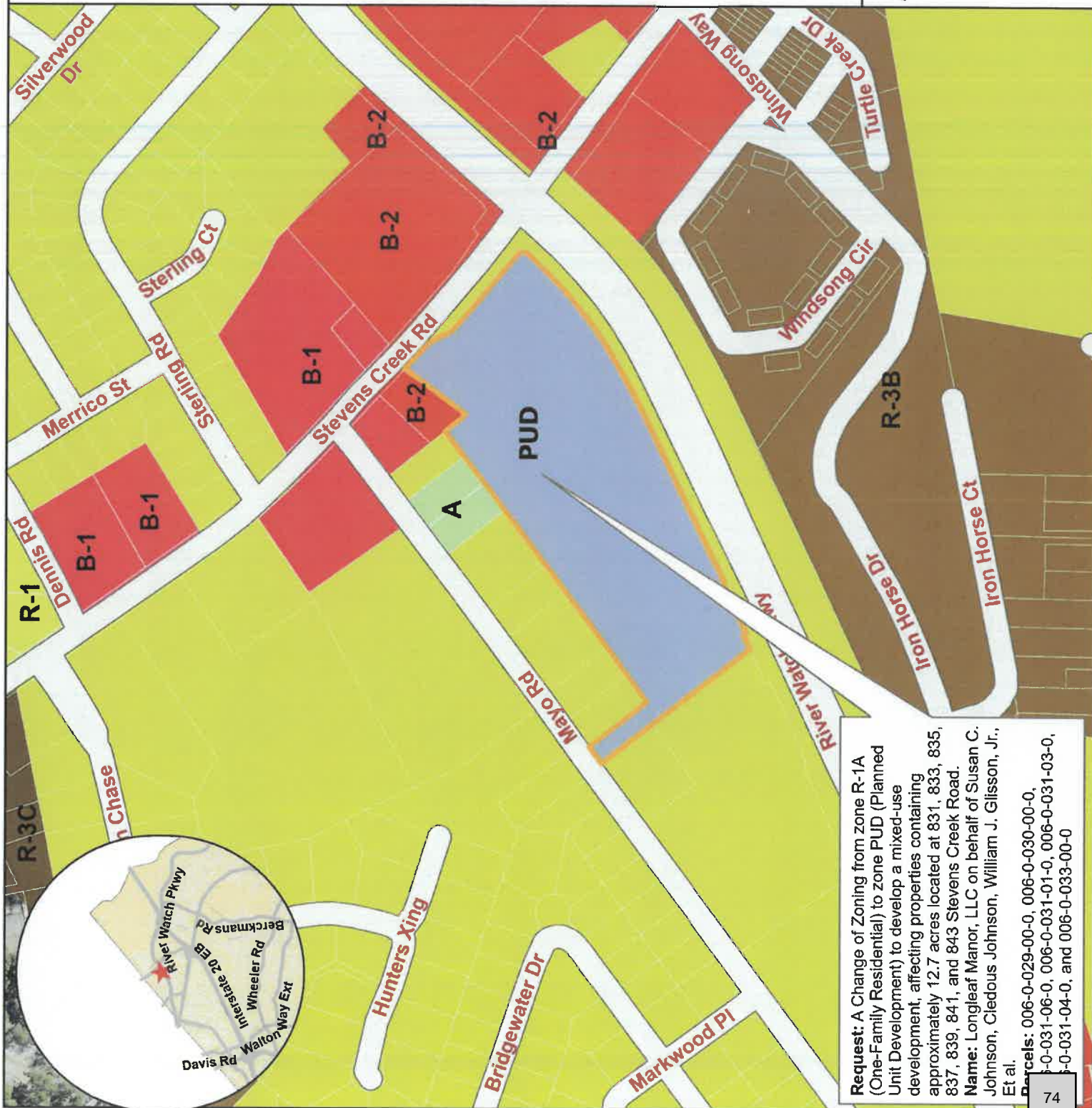
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Item 3.



0

600 ft



Request: A Change of Zoning from zone R-1A (One-Family Residential) to zone PUD (Planned Unit Development) to develop a mixed-use development, affecting properties containing approximately 12.7 acres located at 831, 833, 835, 837, 839, 841, and 843 Stevens Creek Road.
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Commission Meeting

July 15, 2025

Item Name: **Z-25-25**

Department:	Planning & Development
Presenter:	Chyvatee Vassar, Interim Director
Caption:	<u>Z-25-25</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Carolyn Henry requesting a rezoning from zone R-1 (One-Family Residential) to zone R-1C (One-Family Residential) to develop a residential subdivision, affecting property containing approximately 4.88 acres located at 3626 Richmond Hill Road. Tax Map # 132-2-186-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The development must substantially conform to the concept plan submitted with this rezoning application. 2. Sidewalks are required along at least one side of the internal streets within the proposed subdivision. 3. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 4. The development of the property shall comply with all development standards and 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
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: July 7, 2025
Case Number: Z-25-25
Applicant: Carolyn Henry
Property Owner: Carolyn Henry
Property Address: 3626 Richmond Hill Road
Tax Parcel No(s): 132-2-186-00-0
Current Zoning: R-1 (One-family Residential)
Fort Eisenhower Notification Required: N/A
Commission District 5: Don Clark
Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-1 (One-family Residential) to R-1C (One-family Residential)	Single-family detached Units	Section 11-1

SUMMARY OF REQUEST:

The applicant seeks to rezone a 4.88-acre tract from R-1 (One-family Residential) to R-1C (One-family Residential) to develop a single-family detached residential subdivision. The parcel currently is undeveloped vacant land. The property is situated at the terminus of Richmond Hill Road in the Sutton Place Subdivision. The concept plan presented with the rezoning application proposes the following:

- 14 single-family detached homes
- An overall density of 2.9 units per acre
- 2 public streets within the development including the extension of Richmond Hill Road
- One stormwater detention pond
- Open space of 19,000 square feet (approximately 11%)

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan, the property is located in the South Augusta Character Area. The 2023 Comprehensive Plan's vision for the South Augusta Character Area includes the continued mix of housing types at low to medium density to preserve the suburban-style, single-family residential character that is predominant in the area. Recommended development patterns for the South Augusta Character Area include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

FINDINGS:

1. There is no recent zoning history for the property.
2. The property has nearby access to public potable water and sanitary sewer systems.
3. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies this section of Richmond Hill Road as a local road.
4. There nearest bus stop is approximately 0.32 miles from the subject property.
5. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
6. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
7. Adjacent zoning districts to the north, south, and west are R-1A (One-Family Residential). Properties to the east are zoned R-1A (One-Family Residential), R-3B (Multiple-Family Residential), and B-1 (Neighborhood Business).
8. The proposed change in zoning to R-1C would be consistent with the 2023 Comprehensive Plan.
9. At the time of completion of this report, staff have received notifications of opposition concerning this rezoning application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- No comments

Engineering Comments:

- No comments

Utilities Comments:

- "There is a 6" water line on Richmond Hill Road and an 8" sewer line on Richmond Hill Road that will need to be extended to the site that is available for their use."

RECOMMENDATION The Planning Commission recommends Approval of the rezoning request to R-1C (One-family Residential) with the following conditions:

1. The development must substantially conform to the concept plan submitted with this rezoning application.
2. Sidewalks are required along at least one side of the internal streets within the proposed subdivision.
3. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
4. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

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

Carolyn Henry
Owner
Logic Point Consulting
4632 Hunters Mill Court
Hephzibah, GA 30815
carolyn@logicpointconsulting.com
240-304-8447

May 23, 2025

Planning and Zoning Board
City of Augusta
535 Telfair Street
Augusta, GA 30901

Re: Letter of Intent for Rezoning Application – The Hearth at South Fork

Dear Planning and Zoning Board Members,

I, Carolyn Henry, on behalf of Logic Point Consulting, am submitting this Letter of Intent in support of our application for rezoning and variance at 3626 Richmond Hill Road, Augusta, GA. We are requesting a variance to increase the density from R-1A (10,000 sq. ft. minimum lot size) to R-1C (6,000 sq. ft. minimum lot size) in order to facilitate the development of 14 single-family homes on this parcel.

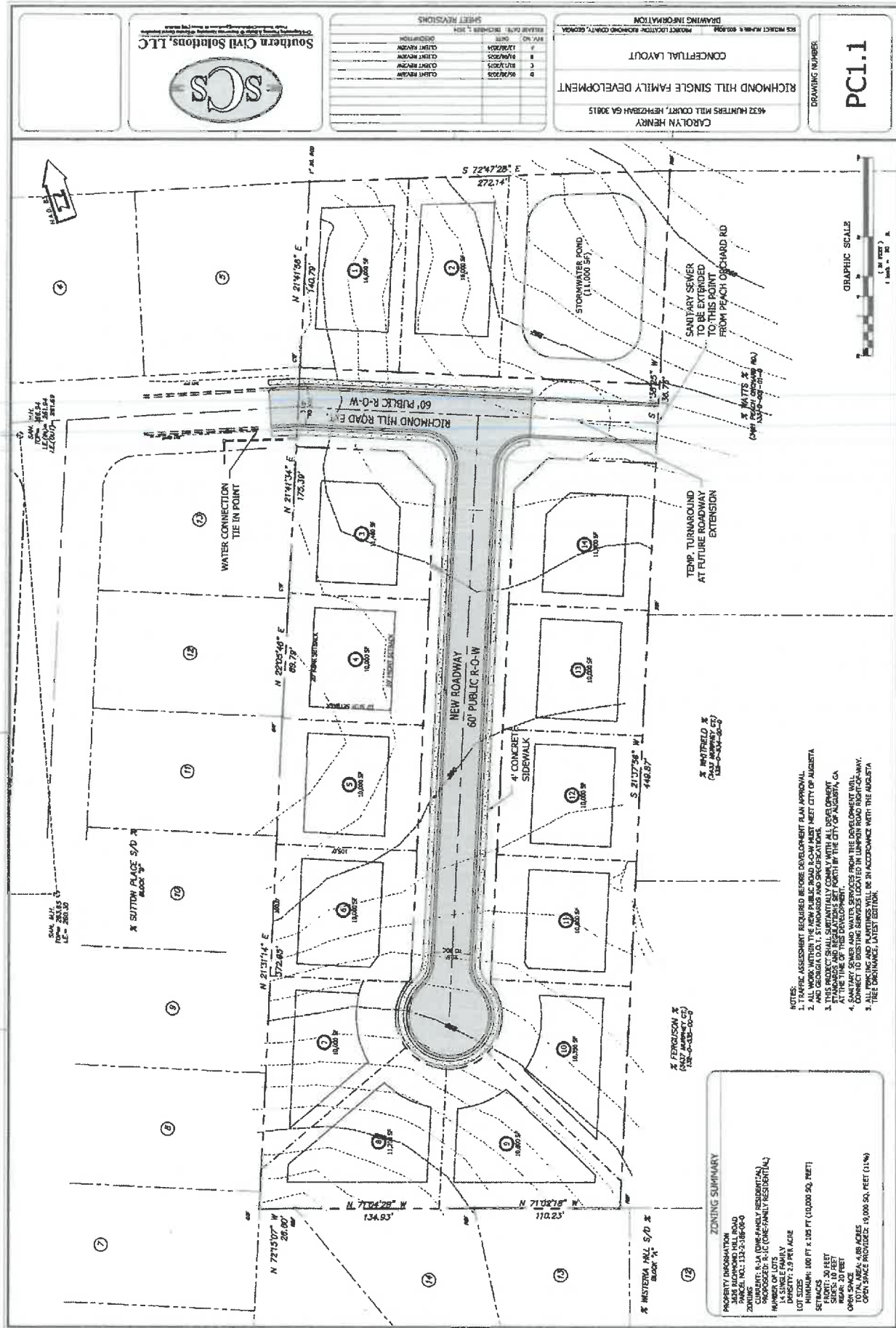
The proposed development, titled The Hearth at South Fork, is planned as a residential subdivision consisting of 14 single-family homes. This project aims to provide high-quality, affordable housing options in the growing South Augusta area. The homes will range in size from 3 to 4 bedrooms with 2 bathrooms, designed to meet the needs of young professionals, families, and others seeking modern, well-located housing options. The homes will be constructed with attention to contemporary design and community-friendly features.

The project's layout and development will align with the residential character of the surrounding neighborhood, while the rezoning to R-1C will allow for a more efficient use of the land, ensuring the site is developed to its highest potential. This development aligns with Augusta's growth objectives and responds to the increasing demand for single-family homes in the area.

We believe the requested variance for increased density will provide significant community benefits by addressing the housing shortage while maintaining compatibility with the surrounding properties. Thank you for your consideration of this request. We are committed to ensuring that The Hearth at South Fork will be a successful and valuable addition to the community, and we look forward to your feedback.

Sincerely,

Carolyn Henry
Owner
Logic Point Consulting
240-304-8447
carolyndhenry@hotmail.com



Southern Civil Solutions, LLC

REGISTERED PROFESSIONAL ENGINEER
No. 12000
State of Georgia

PROJECT INFORMATION

PROJECT NAME: RICHMOND HILL SINGLE FAMILY DEVELOPMENT
PROJECT LOCATION: HENRY COUNTY, GEORGIA

DRAWING NUMBER

PC1.1

NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE GEORGIA STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
2. ALL WORK WITHIN THE ROW PUBLIC ROAD SHALL MEET CITY OF AUGUSTA AND GEORGIA D.O.T. STANDARDS AND SPECIFICATIONS.
3. THIS PROJECT SHALL SUBMITTALLY COMPLY WITH ALL DEVELOPMENT STANDARDS AND SPECIFICATIONS SET BY THE CITY OF AUGUSTA, GA. AT THE TIME OF THIS DEVELOPMENT.
4. SANITARY SEWER AND WATER SERVICES FROM THE DEVELOPMENT WILL BE PROVIDED BY THE CITY OF AUGUSTA. THE DEVELOPMENT SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL SANITARY SEWER AND WATER LINES WITHIN THE DEVELOPMENT.
5. ALL FENCING AND PLANTINGS WILL BE IN ACCORDANCE WITH THE AUGUSTA TREE DISTANCE, LATEST EDITION.

ZONING SUMMARY

PROPERTY DISPOSITION: 3405 RICHMOND HILL ROAD
CURRENT ZONING: R-1A (SINGLE-FAMILY RESIDENTIAL)
PROPOSED ZONING: R-1A (SINGLE-FAMILY RESIDENTIAL)
NUMBER OF LOTS: 14
LOT SIZE: 1.4 SINGLE FAMILY
LOT AREA: 1.4 SINGLE FAMILY
MINIMUM: 100 FT x 125 FT (10,000 SQ. FEET)
SETBACKS: FRONT: 10 FEET
SIDE: 10 FEET
REAR: 20 FEET
OPEN SPACE: 15,000 SQ. FEET (11%)

DEVELOPMENT REVIEW COMMITTEE SUBMITTAL

Planning Commission
Z-25-25
July 7, 2025

3626 Richmond Hill Road

Aerial

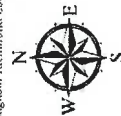
Subject Property



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Augusta, GA 30901
6/10/2025 PE22633

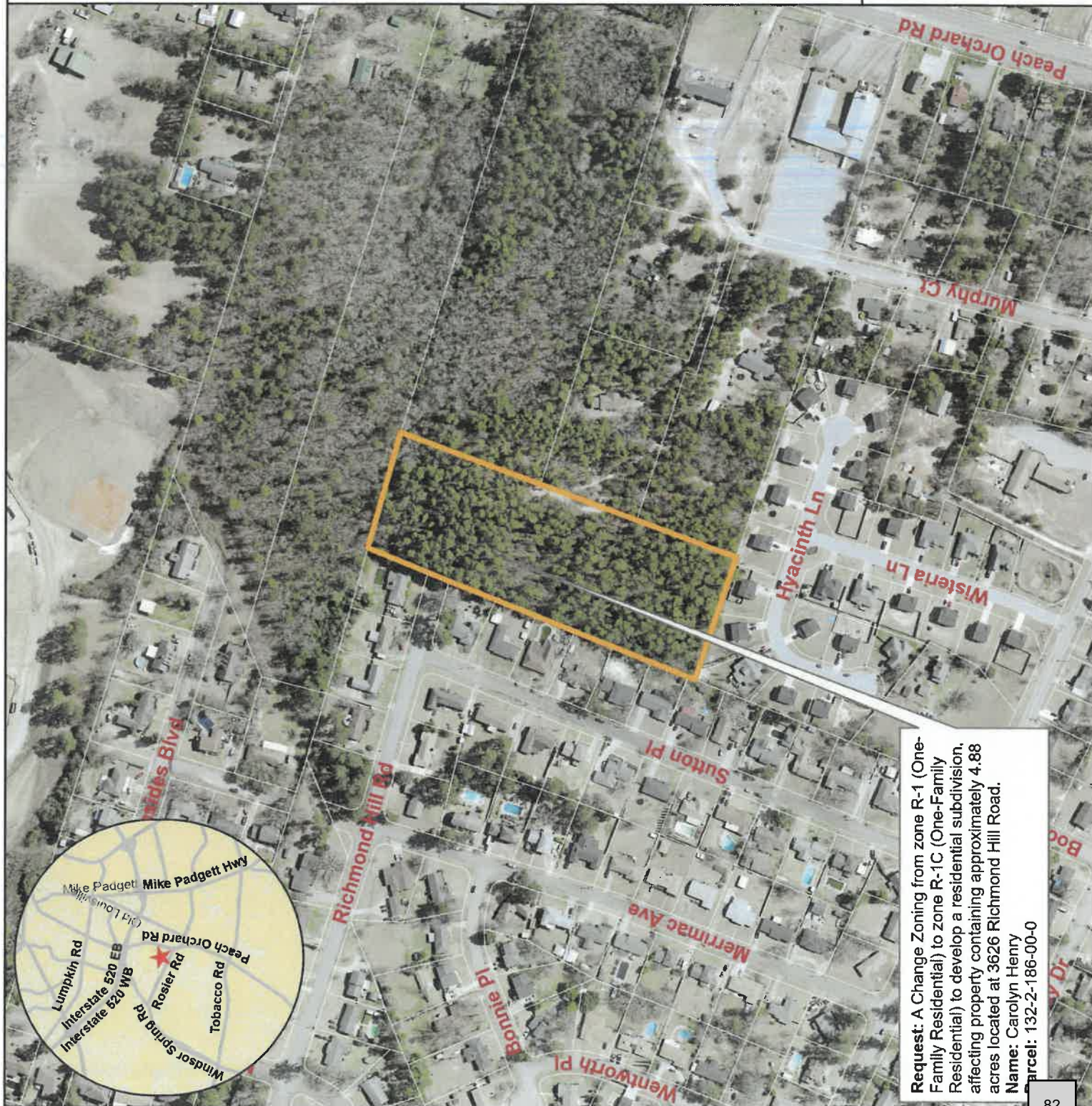
Augusta, GA Disclaimer

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Item 4.

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Request: A Change Zoning from zone R-1 (One-Family Residential) to zone R-1C (One-Family Residential) to develop a residential subdivision, affecting property containing approximately 4.88 acres located at 3626 Richmond Hill Road.

Name: Carolyn Henry

Parcel: 132-2-186-00-0







Planning Commission
Z-25-25
July 7, 2025

3626 Richmond Hill Road

Current Zoning

 Subject Property

Zoning Classification

-  A: Agriculture
-  B-1: Neighborhood Business
-  P-1: Professional
-  R-1: One Family Residential
-  R-1A: One Family Residential
-  R-3B: Multiple-Family Residential



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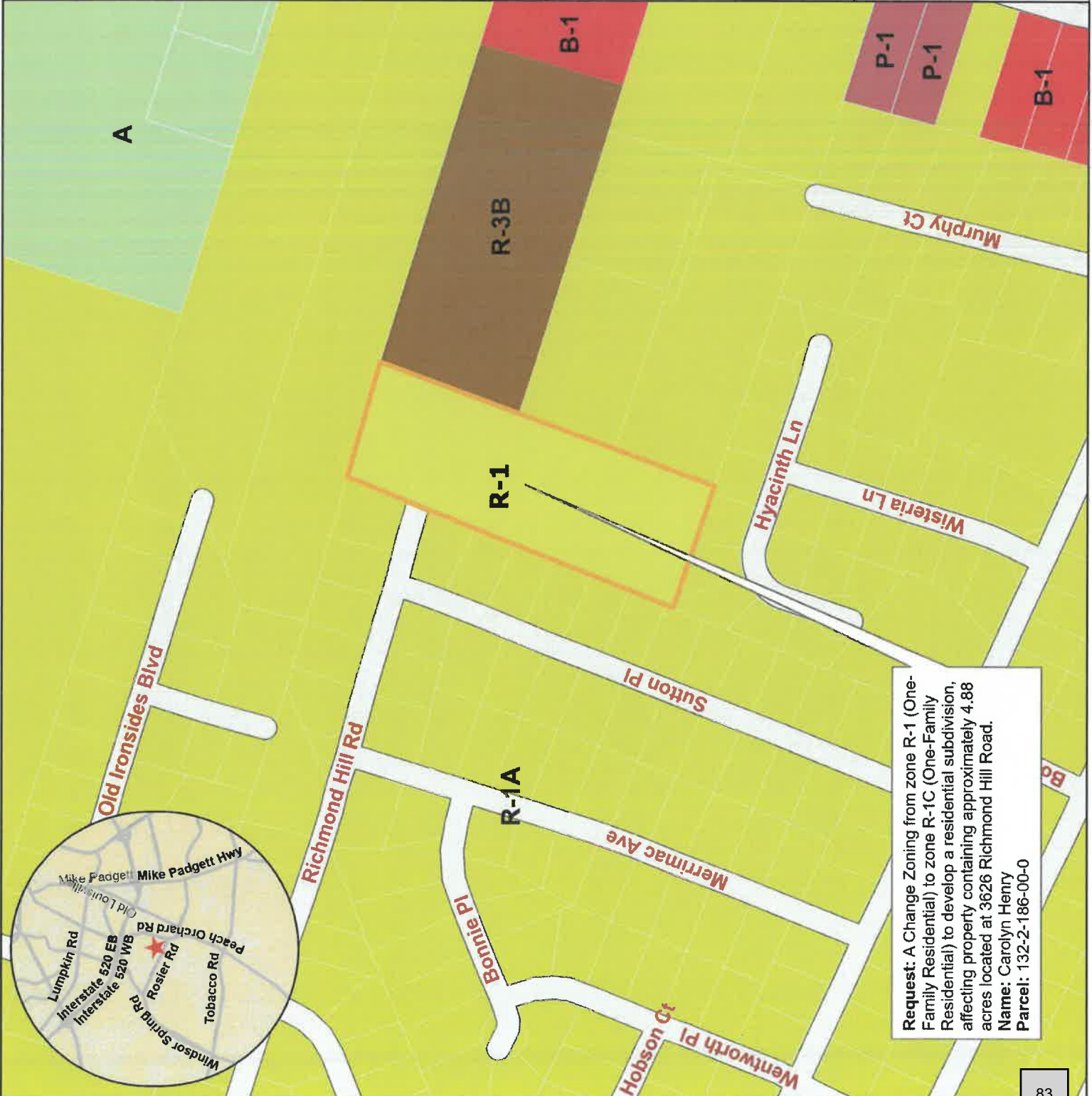
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Item 4.

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Name: Carolyn Henry
Parcel: 132-2-186-00-0

Planning Commission
Z-25-25
July 7, 2025

3626 Richmond Hill Road

Future Zoning

 Subject Property

Zoning Classification

 A: Agriculture

 B-1: Neighborhood Business

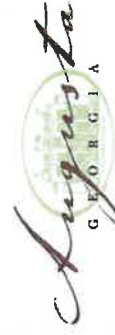
 P-1: Professional

 R-1: One Family Residential

 R-1A: One Family Residential

 R-3B: Multiple-Family Residential

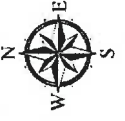
 R-1C: One Family Residential



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
6/12/2025 PE22633

Augusta, GA Draftsman

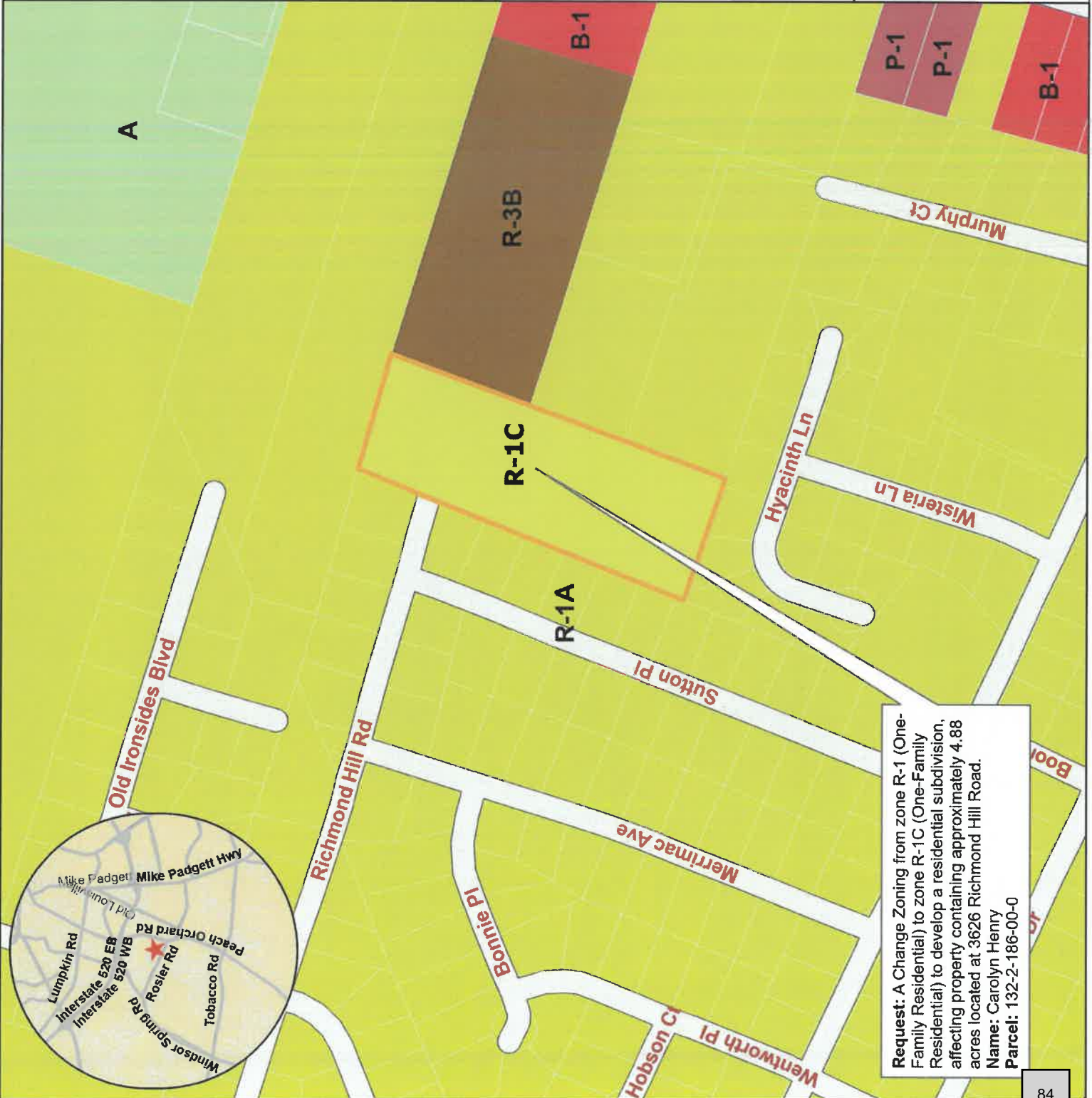
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Item 4.

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Name: Carolyn Henry
Parcel: 132-2-186-00-0





Public.Service.Committee.Meeting

Meeting Date: 07/08/25

Airport – Reconstruct Taxiway F – Change Order #1

Department:	Augusta Regional Airport
Presenter:	Herbert L. Judon, Jr., Airport Executive Director
Caption:	Motion to approve Change Order #1 to CW Matthews Contract (Bid 24-203 – PO # 25BFA147)
Background:	<p>CW Matthews is currently contracted to reconstruct Taxiway F.</p> <p>This requested Change Order #1 includes the work associated with the construction of concrete shoulders in place of the originally contracted asphalt shoulders.</p> <p>When bidding on the project, several alternate options were provided to prospective contractors. This was done to try and maximize potential funding opportunities. The selected contractor, CW Matthews, was the overall low bidder. Following Mead & Hunt, AGS, and the FAA's review and approval, the bid option selected was a concrete taxiway with asphalt shoulders. Because of the general environment surrounding concrete prices, it was not known which option would produce the most fiscally responsible option.</p> <p>Upon beginning the mobilization efforts as a part of this project, CW Matthews requested that they be allowed to move forward with the Concrete shoulder alternative if there were no additional costs to the Owner. The owner and engineer gave conditional approval to move forward with this option.</p> <p>CW Matthews has submitted a revised Mobilization line item to cover the additional costs between the initial bid alternatives.</p> <p>There are no additional costs or savings as a part of this Change Order request. With this change order, the original bid is still less than the other response bids received and is representative of the work to be completed.</p> <p>Mead & Hunt has evaluated the change order request provided and finds that the costs associated with the line items are acceptable and are within the unit prices provided as part of the original contract/bid.</p>

The original contract value for CW Matthews was **\$8,128,418.19**.

It is hereby requested that the Aviation Commission approve this Change Order #1 in the amount of **\$0.00**.

Analysis:

This Change Order will result in no impact to the overall project.

This Change Order has been reviewed by Airport Legal Counsel, Mr. Robert Kerr

Financial Impact:

N/A

Alternatives:

N/A

Recommendation:

Approve Change Order #1 to CW Matthews Contract

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

551081304-5412110

**REVIEWED AND
APPROVED BY:**

N/A



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Augusta Aviation Commission Meeting Minutes

June 26, 2025

10:00 a.m.

Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commission Members: Chairwoman Commissioner Ronic West;
Vice-Chair Commissioner Michael Cioffi;
Commissioner Dan Troutman; Commissioner Larry Harris;
Commissioner Wilbert Barrett; Commissioner Dr. Charles Larke;
Commissioner Randy Sasser; Commissioner Kay Roland;
Commissioner Davis Beman

Staff: Mr. Herbert Judon, Jr.; Ms. Diane Johnston; Ms. Lauren Smith;
Mr. Robert Kerr – Staff Attorney; Ms. Jennifer Humphrey;
Mr. Tyler Good; Mr. Ken Hinkle; Mr. Bruce Keller

Others: Mr. Matt Tindell; Ms. Pamela Davison – BravoAir;
Mr. Robert Moore – FOTH; Mr. Terry Helms – Mead & Hunt;
Mr. Edwin Scott – Mead & Hunt;
Ms. Dana Lynn McIntyre – Augusta Business Daily

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:06 a.m.,
Prayer by Commissioner Barrett.

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

A. June 26, 2025, Meeting Agenda

Motion by Commissioner Troutman 2nd by Commissioner Sasser to amend the current agenda to add a closed session item.

No Discussion; Unanimous Ayes; Motion Carries

B. May 29, 2025, Commission Meeting Minutes

June 26, 2025

Page 2 of 2

C. May Statistics

D. Consent Items

1. Director Action Requests A – B (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Barrett 2nd by Commissioner Harris to approve June 26, 2025, Augusta Aviation Commission Meeting Agenda, May 29, 2025, Augusta Aviation Commission Meeting Minutes, May Statistics, Consent Items

No Discussion; Unanimous Ayes; Motion Carries

Motion by Commissioner Beman 2nd by Commissioner Troutman to move into executive session to discuss real estate.

No Discussion; Unanimous Ayes; Motion Carries

Motion by Commissioner Beman 2nd by Commissioner Harris to adjourn executive session.

No Discussion; Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Construction/Special Projects Committee Report – Commissioner Dan Troutman

B. Masters Committee Report – Commissioner Dan Troutman

Motion by Commissioner Sasser 2nd by Commissioner Barrett to accept Construction/Special Project Committee Report and Masters Committee Report.

No Discussion; Unanimous Ayes; Motion Carries

III. FINANCE REPORT

A. May Financials

Motion by Commissioner Harris 2nd by Commissioner Beman for May Financials to be presented during the next Augusta Aviation Commission Meeting.

Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #1 – Edwin Scott

B. Augusta Regional Airport (AGS) – Construct Taxiway G / Apron G – Change Order #3 – Edwin Scott

C. Augusta Regional Airport (AGS) – 1st Amendment to Brown & Gold Aero Investments, LLC Lease Agreement – Diane Johnston

Motion by Commissioner Sasser 2nd by Commissioner Cioffi to approve 1st Amendment to Brown & Gold Aero Investments, LLC Lease Agreement.

No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEM

A. Augusta Regional Airport (AGS) – 2026 Budget Planning Calendar – Herbert L. Judon, Jr.

B. Communications Report – Lauren Smith

Motion by Commissioner Beman 2nd by Commissioner Barrett to accept 2026 Budget Planning Calendar and Communications Report.

No Discussion; Unanimous Ayes; Motion Carries

VI. COMMISSION COMMENTS/ACTION REQUESTS:

ADJOURN MEETING

Motion to adjourn by Commissioner Cioffi 2nd by Commissioner Beman

No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 10:25am

Ronic West, Chairwoman
Augusta Aviation Commission

Date

CONTRACT CHANGE ORDER NO. 1

AIRPORT Augusta Regional Airport **Date** May 22, 2025
LOCATION Augusta, GA **AIP No.** 3-13-0011-058-2024
PROJECT Reconstruct Taxiway F 0119700-221767.02 **CONTRACTOR** C.W. Matthews

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer.

Item No.	Bid Alternate	Description	Unit	Unit Price	Quantity	Amount
Quantity Adjustment Items – Base Bid						
C-105.1	Base	Mobilization, Cleanup, and Demobilization	LS	\$810,493.28	-1	(\$810,493.28)
C-105.1	Base	Mobilization, Cleanup, and Demobilization	LS	\$801,493.28	1	\$801,035.98
Quantity Adjustment Items – Bid Alternate 2A						
P-220.1	Base	Recycled Asphalt Millings Base Course	CY	\$62.86	-7250	(\$455,735.00)
P-403.1	Base	Asphalt Pavement Base/Surface Course	TON	\$292.32	-2390	(\$698,644.80)
P-602.1	Base	Emulsified Asphalt Prime Coat	Gal	\$14.38	-1060	(\$15,242.80)
P-603.1	Base	Emulsified Asphalt Tack Coat	Gal	\$7.19	-530	(\$3,810.00)
Extra Work/New Bid Item – Bid Alternate 2B						
P-209.1	1	Crushed Aggregate Base Course	CY	\$104.87	1810	\$189,814.70
P-501.1	1	Portland Cement Concrete Pavement	TON	\$89.65	10620	\$952,083.00
P-605.1	1	Joint Sealing Filler	LF	\$4.57	8970	\$40,992.90
This Change Order Total						\$0.00
This Change Order Calendar Day Additions (Deletions)						0
Previous Change Order(s) Total						\$0.00
Previous Change Order(s) Calendar Day Additions (Deletions)						0
Original Contract Total						\$8,128,418.19
Original Contract Calendar Day Count Total						255
Revised Contract Total						\$8,128,418.19
Revised Contract Calendar Day Count Total						255

The time provided for completion in the contract is unchanged (~~decreased~~) (~~increased~~) by **0 calendar days**. This document shall become the First Amendment to the contract and all provisions of the contract will apply.

Recommended by:


Edwin J Scott, Jr., PE, Engineer (Mead & Hunt, Inc.)

6/26/2025
Date

Approved by:


Ronic West, Chairwoman (Augusta Aviation Commission)

6/26/2025
Date

Approved by:

Garnett L. Johnson, Mayor (Augusta, Georgia)

Date

Attested by:

Lena J. Bonner, Clerk of Commission (Augusta, Georgia)

Date

Accepted by:

U. Sica
Contractor (C.W. Matthews)

Date

06/26/2025AIP NO. 3-13-0011-058-2024CHANGE ORDER NO. 1AIRPORT Augusta Regional Airport (AGS)LOCATION Augusta, GA

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract Amendment and location(s).

Quantity Adjustments:

There are items included in the original bid that need to be adjusted in order to cover the quantities and revised unit cost shown on the construction plans to complete the approved project scope. These items include:

- **C-105.1 Mobilization, Cleanup, and Demobilization – Base Bid:**
- **Recycled Asphalt Millings Base Course – Base Bid, Bid Alternate 2A:**
- **Asphalt Pavement Base/Surface Course– Base Bid, Bid Alternate 2A:**
- **Emulsified Asphalt Prime Coat– Base Bid, Bid Alternate 2A:**
- **Emulsified Asphalt Tack Coat– Base Bid, Bid Alternate 2A:**

Extra Work/New Bid Item:

There are several items that were erroneously not included in the original bid or extra items not included in the original bid that will be necessary to complete the approved project scope. These items include:

- **P-209.1 Crushed Aggregate Base Course – Bid Alternate 2B:**
- **P-501.1 Portland Cement Concrete Pavement– Bid Alternate 2B:**
- **P-605.1 Joint Sealing Filler- Bid Alternate 2B:**

New Construction Specifications:

N/A

Revised Construction Specifications:

N/A

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

Note: The quantity of the following items did not change substantially enough to justify renegotiation of any of the original unit prices in the base bid.

C-105.1 Mobilization, Cleanup, and Demobilization – The revised lump sum costs associated with the mobilization, cleanup, and demobilization of the project is due to the contractor's request to move forward with the concrete shoulder alternative as originally bid. In order to meet and not exceed the contract price, the contractor has agreed to revise their mobilization costs to cover the difference between the two bid alternates.

P-209.1 Crushed Aggregate Base Course – The addition of the crushed aggregate base course line item and material is due to the contractor's request to move forward with the concrete shoulder alternative as originally bid. This line item shall replace the previously included Asphalt base course material.

P-501.1 Portland Cement Concrete Pavement – The additional PCC pavement material is due to the contractor's request to move forward with the concrete shoulder alternative as originally bid. This line item shall replace the previously included Asphalt surface course material.

P-605.1 Joint Sealing Filler - The additional joint seal material is due to the contractor's request to move forward with the concrete shoulder alternative as originally bid.

3. The Sponsor's share of this cost is available from:

N/A

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒

5. Has consent of surety been obtained? Yes ☐ Not Necessary ☒

6. Will this change affect the insurance coverage? Yes ☐ No ☒

7. If yes, will the policies be extended? Yes ☐ No ☐ Not Applicable ☒

8. Has this Change Order been discussed with FAA officials? Yes ☐ No ☒

When: N/A

With Whom: N/A

Comment(s):



Public.Service.Committee.Meeting

Meeting Date: 07/08/25

Airport – Construct Taxiway G / Apron G – Change Order #3

Department:	Augusta Regional Airport
Presenter:	Herbert L. Judon, Jr., Airport Executive Director
Caption:	Motion to approve Change Order #3 – (Final/Balancing) to Independence Excavating's Contract, for a total decrease of \$1,854.60. This is the third and final Change Order for this project and reduces Independence Excavating's contract to \$12,953,541.75.
Background:	<p>Independence Excavating Inc. is currently contracted to construct the Taxiway G / Apron G project.</p> <p>This requested Change Order #3 includes the costs and savings to balance the final quantities as well as additional electrical work requested. These quantities are associated with the as-built construction line-item quantities.</p> <p>Mead & Hunt has evaluated the change order request provided by Independence Excavating, Inc. and finds that the costs associated with the new line items are acceptable and are within the unit prices provided as part of the original contract.</p> <p>The original contract value for Independence Excavating was \$11,877,051.10.</p> <p>It is hereby requested that the Aviation Commission approve this Change Order #3 in the amount of (\$1,854.60) allowing Augusta Regional Airport to amend Independence Excavating's contract total to \$12,953,541.75 for this Project.</p>
Analysis:	<p>This Change Order will result in a Net Decrease to the overall project.</p> <p>This Change Order has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.</p>
Financial Impact:	Decrease of \$1,854.60

Alternatives: N/A

Recommendation: Approve Change Order #3 – (Final/Balancing) to Independence Excavating’s Contract, for a total decrease of \$1,854.60.

Funds are available in the following accounts: 372081131-5412110/T23081002-5412110

**REVIEWED AND
APPROVED BY:** N/A

CONTRACT CHANGE ORDER NO. 3 – FINAL / BALANCING

AIRPORT Augusta Regional Airport **Date** May 29, 2025
LOCATION Augusta, GA **AIP No.** N/A
PROJECT Construct Taxiway G / Apron G– **CONTRACTOR** Independence
0119700-210447.01 Excavating Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer.

Item No.	Bid Alternate	Description	Unit	Unit Price	Quantity	Amount
Quantity Adjustment Items – Base Bid						
C-102.1d	Base	Water Quality Monitoring and Sampling	EA	\$50.00	-36	(\$1,800.00)
C-102.1e	Base	Water Quality Inspections	EA	\$250.00	-18	(\$4,500.00)
C-102.1h	Base	Permanent Water Quality Inserts	EA	\$550.00	-5	(\$2,750.00)
P-152.3	Base	Subgrade Preparation	SY	\$2.00	-1,156	(\$2,312.00)
P-154.1	Base	Uncrushed Aggregate Base Course (6")	CY	\$70.00	-167	(\$11,690.00)
P-306.1	Base	Lean concrete Base Course (5")	SY	\$45.00	-350	(\$15,750.00)
P-501.1	Base	Portland Cement Concrete Pavement (14")	SY	\$149.50	-365	(\$54,567.50)
P-605.1	Base	Joint Sealing Filler	LF	\$2.50	3,554	\$8,885.00
P-620.1	Base	Permanent Pavement Markings	LF	\$1.50	2	\$3.00
P-620.3	Base	Reflective Media	LBS	\$16.00	-13	(\$208.00)
P-620.4	Base	Thermoplastic Preformed Surface Sign	EA	\$17,000.00	-2	(\$34,000.00)
P-620.6	Base	Marking Removal	SF	\$1.10	-5,566	(\$6,122.60)
D-705.1	Base	6-Inch Perforated Polyethylene Underdrain Pipe, Schedule 40, Complete	LF	\$75.00	-3	(\$225.00)
D-705.2	Base	Underdrain Clean Out	EA	\$5,000.00	-1	(\$5,000.00)
T-901.1	Base	Temporary Seeding	AC	\$2,300.00	-3	(\$6,900.00)
L-108.2	Base	No. 8 AWG, 5k V, L-824 Type C Cable	LF	\$3.45	-9	(\$31.05)
L-108.3	Base	Remove Abandoned Communication Line	LF	\$2.65	-7	(\$18.55)
L-125.2	Base	Base Mounted, LED Medium Intensity Taxiway Edge Light With Drainage	EA	\$1,950.00	-14	(\$27,300.00)
L-125.3	Base	Base Mounted, LED Medium Intensity Taxiway Edge Light Without Drainage	EA	\$1,800.00	20	\$36,000.00
L-125.11	Base	Edge Light Number Tags	EA	\$55.00	6	\$330.00
Quantity Adjustment Items – Bid Alternate 1						
C-102.1d	1	Water Quality Monitoring and Sampling	EA	\$50.00	-36	(\$1,800.00)
C-102.1e	1	Water Quality Inspections	EA	\$250.00	-18	(\$4,500.00)
P-101.1	1	Asphaltic Concrete Pavement Removal, Full Depth, Off Site	SY	\$15.00	-10	(\$150.00)
P-152.3	1	Subgrade Preparation	SY	\$2.00	-2,758	(\$5,156.00)
P-152.4	1	Unsuitable/Over excavation	CY	\$28.00	-1,130	(\$31,640.00)
P-154.1	1	Uncrushed Aggregate Base Course (6")	CY	\$72.00	728	\$52,416.00
P-306.1	1	Lean Concrete Base Course (5")	SY	\$32.00	-576	(\$18,432.00)
P-501.1	1	Portland Cement Concrete Pavement (14")	SY	\$109.50	-1,152	(\$126,144.00)
P-605.1	1	Joint Sealing Filler	LF	\$2.50	15,140	\$37,850.00
P-620.1	1	Permanent Pavement Markings	LF	\$1.30	-15,248	(\$19,822.40)
P-620.3	1	Reflective Media	LBS	\$5.00	-379	(\$1,895.00)
P-620.4	1	Thermoplastic Preformed Sign	EA	\$7,000.00	1	\$7,000.00

D-701.2	1	Concrete Sewer Pipe, 24-inch, Class V	LF	\$200.00	455	\$91,000.00
D-705.1	1	6-Inch Perforated Polyethylene Underdrain Pipe, Schedule 40, Complete	LF	\$60.00	-460	(\$27,600.00)
D-751.1	1	Aircraft Rated Manhole with Aircraft Rated Lid	EA	\$15,000.00	-2	(\$30,000.00)
D-751.2	1	Airfield Inlet with Aircraft Rated Grate	EA	\$15,000.00	2	\$30,000.00
D-751.3	1	Adjust Storm Manhole/inlet Grade	EA	\$2,500.00	1	\$2,500.00
T-901.1	1	Temporary Seeding	AC	\$2,300.00	-6	(\$13,800.00)
T-905.1	1	Topsoiling (Obtain on Site or Removed from Stockpile)	CY	\$8.00	3	\$24.00
L-108.1	1	No. 6 AWG Counterpoise, Including Grounding Rods, Installed	LF	\$4.50	-99	(\$445.50)
L-108.2	1	No. 8 AWG 5kV, L-824 Type C Cable	LF	\$3.25	-50	(\$162.50)
L-125.3	1	L-861T(L) Elevated, 14" HT, LED MITL on New L-867B Base Can without Drainage	EA	\$1,750.00	8	\$14,000.00
L-125.10	1	Edge Light Number Tags	EA	\$55.00	8	\$440.00
Extra Work/New Bid Item – Change Order 3						
C-105.1	CO3	Mobilization	LS	\$24,500.00	1	\$24,500.00
L-108.2	CO3	No. 8 AWG, 5kV, L-824 Type C Cable	LF	\$3.25	10,742	\$34,911.50
L-108.5	CO3	Pull Back Existing #8 AWG, Type C Cables	LF	\$1.50	5,992	\$8,988.00
L-108.6	CO3	Splice Connections	EA	\$260.00	38	\$9,880.00
L-110.1	CO3	Concrete Encased Electrical Duct Bank, 2W-2"	LF	\$75.00	320	\$24,000.00
L-110.2	CO3	Concrete Encased Electrical Duct Bank, 4W-4"	LF	\$135.00	160	\$21,600.00
L-110.6	CO3	Non-Encased Conduit, 2W-2", Type II PVC	LF	\$24.00	600	\$14,400.00
L-110.7	CO3	Non-Encased Conduit, 4W-4", Type II PVC	LF	\$75.00	300	\$22,500.00
L-115.3	CO3	Adjust Existing Manholes	EA	\$6,000.00	2	\$12,000.00
This Change Order Total						(\$1,854.60)
This Change Order Calendar Day Additions (Deletions)						0
Previous Change Order(s) Total						\$1,078,345.25
Previous Change Order(s) Calendar Day Additions (Deletions)						47
Original Contract Total						\$11,877,051.10
Original Contract Calendar Day Count Total						320
Revised Contract Total						\$12,953,541.75
Revised Contract Calendar Day Count Total						379

The time provided for completion in the contract is unchanged (~~decreased~~) (~~increased~~) by **0 calendar days**. This document shall become the Second Amendment to the contract and all provisions of the contract will apply.

Recommended by:

Edwin J Scott, Jr., PE, Engineer (Mead & Hunt, Inc.)

Date _____

Approved by:

~~Dan Foutman, Chairman (Augusta Aviation Commission)~~

Date _____

Approved by:

Garnett L. Johnson, Mayor (Augusta, Georgia)

Date _____

Attested by:

Lena J. Bonner, Clerk of Commission (Augusta, Georgia)

Date _____

Accepted by:

Contractor (Independence Excavating Inc.)

Date _____

AIP NO.

N/A

CHANGE ORDER NO.

3 (Final)

AIRPORT

Augusta Regional Airport (AGS)

LOCATION

Augusta, GA

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract Amendment and location(s).

Quantity Adjustments:

There are items included in the original bid that need to be adjusted in order to cover the quantities and revised unit cost shown on the construction plans to complete the approved project scope. These items include:

- **C-102.1d Water Quality Monitoring and Sampling**
 - As-constructed quantity
- **C-102.1e Water Quality Inspections**
 - As-constructed quantity
- **C-102.1h Permanent Water Quality Inserts**
 - As-constructed quantity
- **P-101.1 Asphaltic Concrete Pavement Removal, Full Depth, Off Site**
 - As-constructed quantity
- **P-152.3 Subgrade Preparation**
 - As-constructed quantity
- **P-152.4 Unsuitable/Over excavation**
 - As-constructed quantity
- **P-154.1 Uncrushed Aggregate Base Course (6")**
 - As-constructed quantity
- **P-306.1 Lean Concrete Base Course**
 - As-constructed quantity
- **P-605.1 Joint Sealing Filler**
 - As-constructed quantity
- **P-620.1 Permanent Pavement Markings**
 - As-constructed quantity
- **P-620.3 Reflective Media**
 - As-constructed quantity
- **P-620.4 Thermoplastic Preformed Surface Sign**
 - As-constructed quantity
- **P-620.6 Marking Removal**
 - As-constructed quantity
- **D-705.1 6-Inch Perforated Polyethylene Underdrain Pipe, Schedule 40, Complete**
 - As-constructed quantity
- **D-705.2 Underdrain Clean Out**
 - As-constructed quantity
- **D-751.1 Aircraft Rated Manhole with Aircraft Rated Lid**
 - As-constructed quantity
- **D-751.2 Airfield Inlet with Aircraft Rated Grate**
 - As-constructed quantity
- **D-751.3 Adjust Storm Manhole/Inlet to Grade**
 - As-constructed quantity
- **T-901.1 Temporary Seeding**
 - As-constructed quantity
- **T-905.1 Topsoiling (Obtain on Site or Removed from Stockpile)**
 - As-constructed quantity
- **L-108.1 No. 6 AWG Counterpoise, Including Grounding Rods, Installed**
 - As-constructed quantity
- **L-108.2 No. 8 AWG, 5k V, L-824 Type C Cable**
 - As-constructed quantity
- **L-108.3 Remove Abandoned Communication Line**
 - As-constructed quantity

- **L-125.2 Base Mounted, LED Medium Intensity Taxiway Edge Light With Drainage**
 - As-constructed quantity
- **L-125.3 Base Mounted, LED Medium Intensity Taxiway Edge Light Without Drainage**
 - As-constructed quantity
- **L-125.10/L-125.11 Edge Light Number Tags**
 - As-constructed quantity

Extra Work/New Bid Item:

There are several items that were erroneously not included in the original bid or extra items not included in the original bid that will be necessary to complete the approved project scope. These items include:

- **C-105.1 Mobilization**
 - Additional Electrical Work/Rerouting Homerun Cable and Conduit
- **L-108.2 No. 8 AWG, 5kV, L-824 Type C Cable**
 - Additional Electrical Work/Rerouting Homerun Cable and Conduit
- **L-108.5 Pull Back Existing #8 AWG, Type C Cables**
 - Additional Electrical Work/Rerouting Homerun Cable and Conduit
- **L-108.6 Splice Connections**
 - Additional Electrical Work/Rerouting Homerun Cable and Conduit
- **L-110.1 Concrete Encased Electrical Duct Bank, 2W-2"**
 - Additional Electrical Work/Rerouting Homerun Cable and Conduit
- **L-110.2 Concrete Encased Electrical Duct Bank, 4W-4"**
 - Additional Electrical Work/Rerouting Homerun Cable and Conduit
- **L-110.6 Non-Encased Conduit, 2W-2", Type II PVC**
 - Additional Electrical Work/Rerouting Homerun Cable and Conduit
- **L-110.7 Non-Encased Conduit, 4W-4", Type II PVC**
 - Additional Electrical Work/Rerouting Homerun Cable and Conduit
- **L-115.3 Adjust Existing Manholes**
 - Additional Electrical Work/Rerouting Homerun Cable and Conduit

New Construction Specifications:

N/A

Revised Construction Specifications

N/A

- **C-102.1d Water Quality Monitoring and Sampling-** The reduction of quantity in the base bid and bid alternate associated with water quality monitoring and sampling is a result of the as performed quantities per the scope of work.
- **C-102.1e Water Quality Inspections-** The reduction of quantity in the base bid and bid alternate associated with water quality inspections is a result of the as performed quantities per the scope of the work.
- **C-102.1h Permanent Water Quality Inserts-** The reduction of quantity in the base bid associated with water quality inserts is a result of the as performed quantities per the scope of the work.
- **P-101.1 Asphaltic Concrete Pavement Removal, Full Depth, Off Site-** The reduction of quantity in the bid alternate associated with asphaltic concrete pavement removal, full depth, off site is a result of the as performed quantities per the scope of work.
- **P-152.3 Subgrade Preparation-** The reduction of quantity in the base bid and bid alternate associated with subgrade preparation is a result of the as performed quantities per the scope of the work.

- **P-152.4 Unsuitable/Over excavation-** The reduction of quantity in the base bid and bid alternate associated with unsuitable/over excavation is a result of the as performed quantities per the scope of work.
- **P-154.1 Uncrushed Aggregate Base Course (6")-** The reduction of quantity in the base bid associated with the aggregate base course is a result of the as performed quantities per the scope of work. The increase of quantity in the bid alternate associated with the aggregate base course is a result of the as performed quantities per the scope of work.
- **P-306.1 Lean Concrete Base Course-** The reduction of quantity in the base bid and bid alternate associated with lean concrete base course is a result of the as performed quantities per the scope of the work.
- **P-605.1 Joint Sealing Filler-** The increase of quantity in the base bid and bid alternate associated with joint sealing filler is a result of the as performed quantities per the scope of work.
- **P-620.1 Permanent Pavement Markings –** The increase of quantity in the base bid associated with permanent pavement markings is a result of the as performed quantities per the scope of work. The reduction of quantity in the bid alternate associated with permanent pavement markings is a result of the as performed quantities per the scope of work.
- **P-620.3 Reflective Media-**The reduction of quantity in the base bid and bid alternate associated with reflective media is a result of the as performed quantities per the scope of work.
- **P-620.4 Thermoplastic Preformed Surface Sign-** The reduction of quantity in the base bid associated with thermoplastic surface signs is a result of the as performed quantities per the scope of work. The increase of quantity in the bid alternate associated with thermoplastic surface signs is a result of the as performed quantities per the scope of work.
- **P-620.6 Marking Removal-**The reduction of quantity in the base bid associated with marking removal is a result of the as performed quantities per the scope of work.
- **D-705.1 6-Inch Perforated Polyethylene Underdrain Pipe, Schedule 40, Complete-** The reduction of quantity in the base bid and bid alternate associated with 6-inch perforated polyethylene underdrain pipe, schedule 40, complete is a result of the as performed quantities per the scope of the work.
- **D-705.2 Underdrain Clean Out -** The reduction of quantity in the base bid associated with underdrain clean out is a result of the as performed quantities per the scope of the work.
- **D-751.1 Aircraft Rated Manhole with Aircraft Rated Lid-** The reduction of quantity in the bid alternate associated with aircraft rated manhole with aircraft rated lid is a result of the as performed quantities per the scope of the work.
- **D-751.2 Airfield Inlet with Aircraft Rated Grate-** The increase of quantity in the bid alternate associated with airfield inlet with aircraft rated grate is a result of the as performed quantities per the scope of the work.
- **D-751.3 Adjust Storm Manhole/Inlet to Grade-** The increase of quantity in the bid alternate associated with adjust storm manhole/inlet to grade is a result of the as performed quantities per the scope of the work.
- **T-901.1 Temporary Seeding-** The reduction of quantity in the base bid and bid alternate associated with temporary seeding is a result of the as performed quantities per the scope of work.
- **T-905.1 Topsoiling (Obtain on Site or Removed from Stockpile)-** The increase of quantity in the bid alternate associated with topsoil is a result of the as performed quantities per the scope of work.

- **L-108.1 No. 6 AWG Counterpoise, Including Grounding Rods, Installed** - The reduction of quantity in the bid alternate associated with No. 6 AWG Counterpoise cable is a result of the as performed quantities per the scope of the work.
- **L-108.2 No. 8 AWG, 5k V, L-824 Type C Cable**- The reduction of quantity in the base bid and bid alternate associated with no. 8 AWG, 5k V, L-824 type C cable is a result of the as performed quantities per the scope of the work.
- **L-108.3 Remove Abandoned Communication Line**- The reduction of quantity in the base bid associated with remove abandoned communication line is a result of the as performed quantities per the scope of the work.
- **L-125.2 Base Mounted, LED Medium Intensity Taxiway Edge Light With Drainage**- The reduction of quantity in the base bid associated with base mounted, LED medium intensity taxiway edge light with drainage is a result of the as performed quantities per the scope of the work.
- **L-125.3 Base Mounted, LED Medium Intensity Taxiway Edge Light Without Drainage**- The increase of quantity in the base bid and bid alternate associated with base mounted, LED medium intensity taxiway edge light without drainage is a result of the as performed quantities per the scope of the work.
- **L-125.11 Edge Light Number Tapes**- The increase of quantity in the base bid and bid alternate associated with edge light tags is a result of the as performed quantities per the scope of the work.

Extra Work/New Bid Item:

There are several items that were erroneously not included in the original bid or extra items not included in the original bid that will be necessary to complete the approved project scope. These items include:

- **C-105.1 Mobilization** - The addition of a new Mobilization line item is associated with the additional/extra work requested from Independence Excavating at the conclusion of the project and includes, but is not limited to additional time and effort to install new conduit, cable, electrical manholes, and drainage boxes as a part of the overall scope of this Change Order.
- **P-501.1 Portland Cement Concrete Pavement (14")** - The reduction of quantity in the base bid and bid alternate associated with the revised PCC Pavement is a result of the as performed quantities per the scope of the work.
- **L-108.2 No. 8 AWG, 5k V, L-824 Type C Cable**- The additional quantity of no. 8 AWG, 5k V, L-824 type C cable is a result of the additional electrical performed by Independence Excavating at the conclusion of the project.
- **L-108.5 Pull Back Existing #8 AWG, Type C Cables**- The addition of a new line item and associated quantity of #8 Cable Pull Back is a result of the additional electrical performed by Independence Excavating at the conclusion of the project.
- **L-108.6 Splice Connection**- The addition of a new line item and associated quantity of Cable Splicing is a result of the additional electrical performed by Independence Excavating at the conclusion of the project.
- **L-110.1 Concrete Encased Electrical Duct Bank, 2W-2"**- The additional quantity of 2W-2" Concrete Encased Duct Bank is a result of the additional electrical performed by Independence Excavating at the conclusion of the project.
- **L-110.2 Concrete Encased Electrical Duct Bank, 4W-4"**- The additional quantity of 4W-4" Concrete Encased Duct Bank is a result of the additional electrical performed by Independence Excavating at the conclusion of the project.

- **L-110.6 Non-Encased Conduit, 2W-2", Type II PVC-** The additional quantity of 2W-2" conduit is a result of the additional electrical performed by Independence Excavating at the conclusion of the project.
- **L-110.6 Non-Encased Conduit, 4W-4", Type II PVC-** The additional quantity of 4W-4" conduit is a result of the additional electrical performed by Independence Excavating at the conclusion of the project.
- **L-115.3 Adjust Existing Manholes-** The additional quantity of manholes requiring adjustments is a result of the additional electrical performed by Independence Excavating at the conclusion of the project.

New Construction Specifications:

N/A

Revised Construction Specifications

N/A

3. The Sponsor's share of this cost is available from:

General/Enterprise Funds

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒5. Has consent of surety been obtained? Yes ☐ Not Necessary ☒6. Will this change affect the insurance coverage? Yes ☐ No ☒7. If yes, will the policies be extended? Yes ☐ No ☐ Not Applicable ☒8. Has this Change Order been discussed with FAA officials? Yes ☐ No ☒

When: N/A

With Whom: N/A

Comment(s):



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

Augusta Aviation Commission Meeting Minutes

June 26, 2025

10:00 a.m.

Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commission Members: Chairwoman Commissioner Ronic West;
Vice-Chair Commissioner Michael Cioffi;
Commissioner Dan Troutman; Commissioner Larry Harris;
Commissioner Wilbert Barrett; Commissioner Dr. Charles Larke;
Commissioner Randy Sasser; Commissioner Kay Roland;
Commissioner Davis Beman

Staff: Mr. Herbert Judon, Jr.; Ms. Diane Johnston; Ms. Lauren Smith;
Mr. Robert Kerr – Staff Attorney; Ms. Jennifer Humphrey;
Mr. Tyler Good; Mr. Ken Hinkle; Mr. Bruce Keller

Others: Mr. Matt Tindell; Ms. Pamela Davison – BravoAir;
Mr. Robert Moore – FOTH; Mr. Terry Helms – Mead & Hunt;
Mr. Edwin Scott – Mead & Hunt;
Ms. Dana Lynn McIntyre – Augusta Business Daily

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:06 a.m.,
Prayer by Commissioner Barrett.

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

A. June 26, 2025, Meeting Agenda

Motion by Commissioner Troutman 2nd by Commissioner Sasser to amend the current agenda to add a closed session item.

No Discussion; Unanimous Ayes; Motion Carries

B. May 29, 2025, Commission Meeting Minutes

June 26, 2025

Page 2 of 2

C. May Statistics

D. Consent Items

1. Director Action Requests A – B (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Barrett 2nd by Commissioner Harris to approve June 26, 2025, Augusta Aviation Commission Meeting Agenda, May 29, 2025, Augusta Aviation Commission Meeting Minutes, May Statistics, Consent Items

No Discussion; Unanimous Ayes; Motion Carries

Motion by Commissioner Beman 2nd by Commissioner Troutman to move into executive session to discuss real estate.

No Discussion; Unanimous Ayes; Motion Carries

Motion by Commissioner Beman 2nd by Commissioner Harris to adjourn executive session.

No Discussion; Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Construction/Special Projects Committee Report – Commissioner Dan Troutman

B. Masters Committee Report – Commissioner Dan Troutman

Motion by Commissioner Sasser 2nd by Commissioner Barrett to accept Construction/Special Project Committee Report and Masters Committee Report.

No Discussion; Unanimous Ayes; Motion Carries

III. FINANCE REPORT

A. May Financials

Motion by Commissioner Harris 2nd by Commissioner Beman for May Financials to be presented during the next Augusta Aviation Commission Meeting.

Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #1 – Edwin Scott

B. Augusta Regional Airport (AGS) – Construct Taxiway G / Apron G – Change Order #3 – Edwin Scott

C. Augusta Regional Airport (AGS) – 1st Amendment to Brown & Gold Aero Investments, LLC Lease Agreement – Diane Johnston

Motion by Commissioner Sasser 2nd by Commissioner Cioffi to approve 1st Amendment to Brown & Gold Aero Investments, LLC Lease Agreement.

No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEM

A. Augusta Regional Airport (AGS) – 2026 Budget Planning Calendar – Herbert L. Judon, Jr.

B. Communications Report – Lauren Smith

Motion by Commissioner Beman 2nd by Commissioner Barrett to accept 2026 Budget Planning Calendar and Communications Report.

No Discussion; Unanimous Ayes; Motion Carries

VI. COMMISSION COMMENTS/ACTION REQUESTS:

ADJOURN MEETING

Motion to adjourn by Commissioner Cioffi 2nd by Commissioner Beman

No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 10:25am

Ronic West, Chairwoman
Augusta Aviation Commission

Date



Public.Service.Committee.Meeting

Meeting Date: 07/08/25

Airport – 1st Amendment to Brown & Gold Aero Investments, LLC Lease Agreement

Department:	Augusta Regional Airport
Presenter:	Herbert L. Judon, Jr., Airport Executive Director
Caption:	Motion to approve 1 st Amendment to Brown & Gold Aero Investments, LLC Lease Agreement
Background:	Brown & Gold Aero Investments, LLC (Lessee) executed a property lease agreement with the Airport in 2024. They recently completed construction on an 83,000 square foot hangar, which they sub-let to StandardAero. They would like to amend the Property Lease Agreement to (i) set the start of the 30 years base term of the ground lease as May 1, 2025, which is also the start date of the StandardAero lease with Brown & Gold, and (ii) restate the exact rent schedule now that we know the date of the Certificate of Occupancy.
Analysis:	The original agreement provided a rent free time period to allow for site development and construction of the facility. Additionally, the agreement allowed for a sliding rent scale to allow the tenant a grace period to build their business for success. The amendment does not change the rent amounts due to AGS or the due dates of the rent. The amendment confirms the start date and monthly rent amounts now that construction is complete.
Financial Impact:	There are no financial implications to the amendment. Robert Kerr, Airport Counsel, has reviewed and approved the amendment.
Alternatives:	N/A
Recommendation:	Approve 1 st Amendment to Brown & Gold Aero Investments, LLC Lease Agreement

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

FIRST AMENDMENT TO PROPERTY LEASE

THIS FIRST AMENDMENT TO LEASE (this “**First Amendment**”), dated as of this ____ day of _____, 2025, is entered into by and between Augusta Aviation Commission, a commission created under the laws of the State of Georgia (hereinafter referred to as “**Lessor**”), and Brown & Gold Aero Investments, LLC, a Georgia limited liability corporation (“**Lessee**”) (Lessor and Lessee are collectively referred to herein as the “**Parties**”).

WITNESSETH:

A. The Parties entered into that certain Property Lease Agreement effective as of January 2, 2024 (the “**Property Lease**”) for certain Premises commonly known as 2000 Doug Barnard Pkwy, Augusta, GA, and containing 4.095 acres.

B. The Parties wish to amend the start of the Lease Term as contemplated in Article III (B) of the Property Lease.

C. The Lessee has substantially completed construction of the improvements in accordance with the approved Lessee Development Plan, received a Certificate of Occupancy, and the Parties desire to confirm the dates for payment of ground rent due under the Property Lease.

NOW, THEREFORE, incorporating and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Lease Term. Article III (B) shall be deleted in its entirety and replaced with the following language:

This Lease shall become effective upon the Effective Date. The Term shall commence on May 1, 2025 for a period ending on April 30, 2055, unless renewed as provided for below (such period, including any renewals, the “Term”).

2. Rent. The Parties hereby agree and acknowledge that the Rent shall be due and payable on the schedule below and in accordance with “Article III(C) Rent”:

Lease Year 1: May 1, 2025-April 30, 2026	Rent: \$0.00
Lease Year 2: May 1, 2026-April 30, 2027	Rent: \$35,675.64 per year
Lease Year 3: May 1, 2027-April 30, 2028	Rent: \$35,675.64 per year
Lease Year 4: May 1, 2028-April 30, 2029	Rent: \$62,432.37 per year

Lease Years 5-30: Rent shall increase at 2.5% over the rent in effect in the previous year, subject to the Fair Market Adjustment provision for Lease Year 16 and 26 detailed in Article III(C).

3. Conflicts. If and to the extent that any of the provisions in this First Amendment conflict with or are otherwise inconsistent with any of the provisions of the Lease, whether or not such inconsistency is expressly noted in this First Amendment, the provisions of this First Amendment shall prevail.

4. No Default. Lessor knows of no default under the Lease, and, to Lessor's knowledge, no event has occurred which, with the giving of notice or passage of time, or both, could result in such a default. Lessor has no knowledge of any setoffs, claims or defense to enforcement of the Lease in accordance with its terms.

5. No Further Modifications. Except as modified by this First Amendment, all covenants, agreements, terms, and conditions of the Lease shall remain in full force and effect, including the Term Extension Options, and are hereby in all respects ratified and affirmed.

6. Integration. This First Amendment contains the entire agreement of the Parties as it relates to the Lease terms to be amended and supersedes and replaces all prior agreements and understandings with regard to the subject matter herein and all such prior agreements and understandings shall be deemed void and of no force or legal effect unless set forth in this First Amendment.

7. Binding on Successors and Assigns. The covenants, agreements, terms, and conditions in this First Amendment shall be considered an integral part of the Lease and bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

8. Consents. Lessor covenants to Lessee that either (a) the individual signing this First Amendment on behalf of the Lessor has the full power and authority to bind the Lessor to the obligations set forth herein (and no consents and/or approvals of any third party, including any lender approvals, are required for this First Amendment to be binding on the Lessor), or (b) if any third party consents and/or approvals, including lender approvals, are required in order for this First Amendment to be/become binding on the Lessor, Lessor has previously obtained any and all such consents/approvals in writing.

9. Amendments. This First Amendment may not be changed orally, but only by an agreement, in writing, signed by the Parties.

10. Definitions. Capitalized terms used in this First Amendment that are defined in the Lease will have the same meaning and definition when used in this First Amendment, unless the term is specifically amended or modified by this First Amendment. However,

all references in the Lease to the term "Lease" shall refer to the Lease as amended by this First Amendment.

11. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The transmission of a signed counterpart of this First Amendment by facsimile or by portable document file ("PDF") shall have the same force and effect as the delivery of an original signed counterpart of this First Amendment, and shall constitute valid and effective delivery for all purposes.

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

LESSEE:
BROWN & GOLD AERO
INVESTMENTS, LLC

By: 
A. Dennis Trotter
As its Manager

LESSOR:
AUGUSTA AVIATION COMISSION

By: _____
Name: _____
Its: _____
Date: _____

Attest: _____
Name: _____
Its: _____

Approved by the City on the ____ day of _____,
2025:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson, Mayor Date

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



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Augusta Aviation Commission Meeting Minutes

June 26, 2025

10:00 a.m.

Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commission Members: Chairwoman Commissioner Ronic West;
Vice-Chair Commissioner Michael Cioffi;
Commissioner Dan Troutman; Commissioner Larry Harris;
Commissioner Wilbert Barrett; Commissioner Dr. Charles Larke;
Commissioner Randy Sasser; Commissioner Kay Roland;
Commissioner Davis Beman

Staff: Mr. Herbert Judon, Jr.; Ms. Diane Johnston; Ms. Lauren Smith;
Mr. Robert Kerr – Staff Attorney; Ms. Jennifer Humphrey;
Mr. Tyler Good; Mr. Ken Hinkle; Mr. Bruce Keller

Others: Mr. Matt Tindell; Ms. Pamela Davison – BravoAir;
Mr. Robert Moore – FOTH; Mr. Terry Helms – Mead & Hunt;
Mr. Edwin Scott – Mead & Hunt;
Ms. Dana Lynn McIntyre – Augusta Business Daily

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:06 a.m.,
Prayer by Commissioner Barrett.

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

A. June 26, 2025, Meeting Agenda

Motion by Commissioner Troutman 2nd by Commissioner Sasser to amend the current agenda to add a closed session item.

No Discussion; Unanimous Ayes; Motion Carries

B. May 29, 2025, Commission Meeting Minutes

June 26, 2025

Page 2 of 2

C. May Statistics

D. Consent Items

1. Director Action Requests A – B (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Barrett 2nd by Commissioner Harris to approve June 26, 2025, Augusta Aviation Commission Meeting Agenda, May 29, 2025, Augusta Aviation Commission Meeting Minutes, May Statistics, Consent Items

No Discussion; Unanimous Ayes; Motion Carries

Motion by Commissioner Beman 2nd by Commissioner Troutman to move into executive session to discuss real estate.

No Discussion; Unanimous Ayes; Motion Carries

Motion by Commissioner Beman 2nd by Commissioner Harris to adjourn executive session.

No Discussion; Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Construction/Special Projects Committee Report – Commissioner Dan Troutman

B. Masters Committee Report – Commissioner Dan Troutman

Motion by Commissioner Sasser 2nd by Commissioner Barrett to accept Construction/Special Project Committee Report and Masters Committee Report.

No Discussion; Unanimous Ayes; Motion Carries

III. FINANCE REPORT

A. May Financials

Motion by Commissioner Harris 2nd by Commissioner Beman for May Financials to be presented during the next Augusta Aviation Commission Meeting.

Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #1 – Edwin Scott

B. Augusta Regional Airport (AGS) – Construct Taxiway G / Apron G – Change Order #3 – Edwin Scott

C. Augusta Regional Airport (AGS) – 1st Amendment to Brown & Gold Aero Investments, LLC Lease Agreement – Diane Johnston

Motion by Commissioner Sasser 2nd by Commissioner Cioffi to approve 1st Amendment to Brown & Gold Aero Investments, LLC Lease Agreement.

No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEM

A. Augusta Regional Airport (AGS) – 2026 Budget Planning Calendar – Herbert L. Judon, Jr.

B. Communications Report – Lauren Smith

Motion by Commissioner Beman 2nd by Commissioner Barrett to accept 2026 Budget Planning Calendar and Communications Report.

No Discussion; Unanimous Ayes; Motion Carries

VI. COMMISSION COMMENTS/ACTION REQUESTS:

ADJOURN MEETING

Motion to adjourn by Commissioner Cioffi 2nd by Commissioner Beman

No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 10:25am

Ronic West, Chairwoman
Augusta Aviation Commission

Date



Public Services Committee Meeting

Meeting Date: July 8, 2025

Outdoor Urban Adventure Center in partnership with Destination Augusta

Department:	Destination Augusta / Recreation & Parks / Central Services
Presenter:	Jennifer Bowen, Ron Lampkin, Charles Jackson
Caption:	Receive an update regarding the Outdoor Urban Adventure Center via Destination Augusta; approve related Management and Operating Agreement (with The Forge Management LLC) and approve the waiving of all associated City Planning Fees for the project.
Background:	<p>Per a MOU with the City of Augusta to Design, Build, and select an Operator for an Outdoor Urban Adventure Center, Destination Augusta has partnered with The Forge Management, LLC to develop this attraction and asset along the Augusta riverfront. This effort includes proposed features such as a zipline attraction over the Savannah River, based at the historic Fifth Street Bridge, along with other eco-tourism and recreation-oriented elements. The project is part of a broader vision to create a unique experience blending adventure, education, and riverfront revitalization. The Forge has completed similar projects in other U.S. cities and brings specialized expertise in outdoor recreational development.</p>
Analysis:	<p>The Management and Operations Agreement between the City of Augusta and The Forge Management outlines key operational roles, fiscal responsibilities, and revenue sharing arrangements for the Adventure Park. Under the agreement:</p> <ul style="list-style-type: none"> • The Forge will independently manage and operate the facility while providing quarterly reports to the City. • The City retains ownership of the capital assets and will receive 3% of net revenue quarterly. • The Forge is responsible for staffing, maintenance, legal compliance, and insurance. • The agreement is effective through December 31, 2030, with early termination clauses and indemnification provisions clearly outlined. <p>This draft formalizes the working relationship and sets expectations on transparency, fiscal accountability, and ongoing coordination.</p>
Financial Impact:	There is no direct cost to the City for ongoing operational expenses under this agreement. The Forge Management will cover all operational costs, while the City will retain financial responsibility for capital equipment

replacement. Revenue received by the City is projected to be 3% of net Adventure Park revenue, providing a long-term, passive income stream.

Alternatives:

Do not approve the Management and Operating Agreement (with The Forge Management LLC) and/or do not approve the waiving of all associated City Planning Fees for the project.

Recommendation:

Receive an update regarding the Outdoor Urban Adventure Center via Destination Augusta; approve related Management and Operating Agreement (with The Forge Management LLC) and approve the waiving of all associated City Planning Fees for the project.

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

N/A

**REVIEWED AND
APPROVED BY:**

N/A

MANAGEMENT AND OPERATIONS AGREEMENT

This MANAGEMENT AND OPERATIONS AGREEMENT (this "Agreement") is made as of _____, 2025, effective as of _____, 2025, by and between The City of Augusta, GA (the "Owner"), and The Forge Augusta, Incorporated, a Georgia corporation (the "Manager").

RECITALS

WHEREAS, Owner and Manager have contributed to the design and development of The Forge: Augusta Outdoor Adventure Center in the City of August, Georgia (the "Adventure Park"); and

WHEREAS, Owner desires to engage Manager to manage the Adventure Park, and the Manager desires to retain, operate and manage the Adventure Park on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Appointment of Manager; Relationship of Owner and the Manager.

Manager shall provide management and operational support services to the Owner, as hereinafter provided. Manager shall be independent of the Owner. Nothing contained herein shall be deemed to make or render the Owner a partner, co-venturer or other participant in the business or operations of the Manager, or in any manner to render Owner liable, as principal, surety, guarantor, agent or otherwise for any of the debts, obligations or liabilities of Manager. Similarly, nothing contained herein shall be deemed to make or render the Manager a partner, co-venturer or other participant in the business or operations of the Owner, or in any manner to render Manager liable, as principal, surety, guarantor, agent or otherwise for any of the debts, obligations or liabilities of Owner.

2. Management Services.

Commencing on the effective date of this Agreement, Manager will provide, supply and render such management and operational support services as are necessary to provide service to the Owner and, as more specifically described below, shall:

- a. Administer and supervise all of the finances of the Adventure Park, including payroll, taxes, accounting, bookkeeping, record keeping, managing of accounts payable, and accounts receivable, banking, financial records and reporting functions, with the power to make such changes therein, in its sole discretion, and to incorporate such functions into systems used by Manager. Manager shall prepare and maintain financial statements for the Business according to generally accepted accounting principles consistently applied and shall provide the Owner with unaudited annual operating reports reviewed by a third-party accounting firm and unaudited quarterly operating reports and statements including but not limited to cash flow statements and income statements and such other reports and information as may be requested by Owner from time to time. At such time as additional capital improvements are added to the Adventure Park or gross revenue from the operations

or the Adventure Park surpass Three Million Dollars (\$3,000,000) in a calendar year, the parties will meet regarding this provision and determine if a higher degree of review or an independent audit is merited for the Adventure Park financial statements, and, if so, shall amend this Agreement to reflect the agreed accounting requirements.

- b. Select, employ and train all personnel necessary to service the Adventure Park.
- c. Supervise and control the purchase of all materials and supplies, and acquire, lease, dispose of and repair equipment and facilities necessary to provide safe and adequate service at the Adventure Park. This shall include, without limitation, the requirement to obtain third party inspections of the structures and equipment consistent with standard industry practice and applicable law, to maintain the equipment in a safe condition and keep insurance coverage on the facility, as well as any damage, theft or loss of equipment, which shall also be insured as is customary in the industry.
- d. Commence, defend and control all legal actions, arbitrations, investigations and proceedings that arise due to events occurring in connection with the Adventure Park during the term of this Agreement.
- e. Maintain the assets of the Owner in good repair, order and condition, normal and reasonable wear and tear excepted.
- f. The Manager agrees that at all times during the term of this Agreement it shall, to the extent the Owner has adequate funds thereto:
 - a. Do nothing, and permit nothing to be done (which is within the control of the Manager), which will or might cause the Adventure Park to operate in an improper or illegal manner.
 - b. Not cause a default in any of the terms, conditions and obligations of any of the contracts and other agreements of the Owner with respect to the Adventure Park.
 - c. To the extent permissible by law, maintain in full force any and all licenses and permits necessary to operate the Adventure Park in the State of Georgia and comply fully with all laws respecting its formation, existence, activities and operations.
 - d. Allow the Owner and the employees, attorneys, accountants and other representatives of the Owner, full and free access to its books and records, and all of the facilities of the Adventure Park with reasonable advance notice and at times designed to minimize interruption to the business.

Notwithstanding the foregoing, the Manager shall not have the authority, without the express written consent of the Owner, to purchase in the name of the Owner, or for use by the Owner, any assets outside the ordinary course of business, or incur any indebtedness outside the ordinary course of business. Notwithstanding the foregoing, if Manager, in its reasonable discretion, deems it necessary to acquire additional equipment or to replace equipment damaged in the ordinary course of business in order to operate the Adventure Park in a more profitable manner, and such expenditure is in an amount that is less than \$5,000, then Manager may make such purchase during the operating year and submit the item to the Owner for consideration in its capital expenditure budget at the end of the year. If Owner does not approve reimbursement of the purchase, then Manager may remove the equipment from the Adventure Park or may

decide to rent the piece of equipment to the Adventure Park at a rate that is consistent with the amount that would be paid to an unrelated third party for such rental.

3. Obligations of the Owner.

Prior to the expiration of this Agreement, the Owner shall provide the Manager with true and correct information relating to all functions for which the Manager has responsibility hereunder and shall not take any action to interfere with the Manager's performance of its duties hereunder. Owner shall reasonably consider any capital request made by Manager, if made by November 15 of any year of this Term, for capital expenditures reasonably designed to improve the Adventure Park for the subsequent operating year.

4. General and Administrative Activities.

To the extent that Manager shall deem it necessary or desirable, Manager shall have the power and authority to combine and integrate, at its own office premises, certain "general and administrative" (as such term is used in accounting practice) activities of the Business, including, but not limited to, all accounting, bookkeeping, human resources, legal, record-keeping, paying, receiving and other fiscal or financial activities, with those of Manager, provided that any obligation of the Owner to share or defer costs of such office shall be subject to the subsequent agreement of the Owner.

5. Location.

During the term of this Agreement, the operations of the Adventure Park will be serviced by Manager from the Manager's office at the Adventure Park or any other location selected by Manager.

6. Revenue Share and Customer Engagement/Pricing.

a. Customer Pricing. Manager shall have the right to set the prices, discounts, and make decisions regarding income generating activities. Manager shall consult with Owner regarding the pricing structure and Owner shall provide prompt feedback regarding the pricing. Manager shall not charge an amount for the activities that is substantially higher or lower than the market value of such activities in the area of the country where the activities are located, as is reasonably determined by Manager.

b. Operating Expenses. Manager is responsible for the operational expenditures of the Adventure Park, including, without limitation, expenses for employees, operational software, sales and marketing, legal, accounting, administrative, insurance, security, website, and maintenance of the Adventure Park and the equipment used by guests and participants.

c. Capital Expenses. Owner purchased the capital assets that are being used by the Adventure Park. Unless otherwise agreed upon in writing, new capital equipment, including replacement of the present equipment in the ordinary course of business shall be the responsibility of Owner. On or before November 15 of each calendar year, Manager shall provide Owner with an annual estimate of any replacement capital expenditures and shall make a recommendation of suggested capital additions to the Adventure Park, which recommendation shall include a cost benefit analysis pertaining to each recommended capital expenditure.

d. Payment to Owner. Manager shall, on a monthly basis, provide Owner with an activity report showing revenue and expenses of the Adventure Park for the prior period. Additionally, Manager shall make a payment to Owner, on a quarterly basis, in the amount of three percent (3%) of the net revenue of the Adventure Park. These payments shall be made by the 20th day of the month following the close of the preceding quarter. For the purposes hereof, the net revenue shall equal the gross revenue for all activities less the amount returned to customers as returns, allowances or refunds. Owner may audit the activity report and calculation of Owner's payment for up to the prior six months of activity upon reasonable request, which request shall be made not more than two (2) times in any calendar year. Owner shall pay the cost of the audit and shall reimburse Manager for its time in responding to the audit if the results of the audit show Manager's report to be accurate. Manager shall retain for its own account the remaining revenue (if any) after payment of operational expenses and the payment to Owner as herein described.

7. Term of Agreement; Termination of Rights.

(a) The term of this Agreement shall commence on its execution and shall become effective on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. The Agreement shall terminate without any further renewals upon December 31, 2030. Upon termination of this Agreement, all books and records relating to the operation of the Adventure Park shall be immediately returned to the Owner. Notwithstanding the foregoing, the Owner may terminate this Agreement prior to the expiration of its term upon ninety (90) days advance notice which termination shall be effective upon the expiration of the ninety (90) day notice period and payment of the termination fee, as is set forth below. The parties acknowledge Manager shall provide significantly more time, effort, expertise and expense in the first 18 months of the term of this Agreement and expects to receive the benefit of such effort over the term hereof through 2030. Accordingly, if the Agreement is not renewed on January 1 of any year of the term or if Owner otherwise terminates this Agreement prior to December 31, 2030, Owner shall pay Manager a termination fee based upon the date of termination or non-renewal as follows: (1) if terminated prior to 1/1/2026 a payment of \$60,000; (2) if terminated after 12/31/2025 and prior to 1/1/2027 a payment of \$50,000; (3) if terminated after 12/31/26 and prior to 1/1/28 a payment of \$40,000; (4) if terminated after 12/31/27 and prior to 1/1/29 a payment of \$30,000; (4) if terminated after 12/31/28 and prior to 1/1/30 a payment of \$20,000; and (5) if terminated after 12/31/29 and prior to 12/31/30 a payment of \$10,000.

(b) In the event of a default by Manager under this Agreement (as defined below), Owner may, at its option, provide written notice of such default, with such notice setting forth the alleged default, and thereafter Manager shall have thirty (30) days to cure such default. If, after expiration of the thirty (30) days' written notice terminate this Agreement (if such default is not cured within such thirty (30) day period or such longer period as required to effect a cure if a cure is commenced within 30 days and diligently prosecuted), then Owner may terminate the Agreement. Default shall be defined as: (i) Manager violates any material provision of this Management Agreement; (ii) Manager violates or is in material breach of any provision, representation, warranty, covenant or undertaking set forth herein; or (iii) Manager: (a) makes an assignment for the benefit of creditors, (b) is adjudicated a bankrupt, (c) files or has filed against it any bankruptcy, reorganization, liquidation or similar petition or any petition seeking the appointment of a receiver, conservator or other representative, or (d) proposes a composition arrangement with creditors. The date on which this Agreement is terminated pursuant to Section 9(a) above or this Section 9(b) is hereinafter referred to as the "Expiration Date."

8. Indemnification.

(a) By Manager: Manager shall indemnify, defend and hold harmless Owner and its affiliates, their respective shareholders, officers, directors, employees, and agents, against and in respect of any and all losses, claims, damages, causes of action, actions, obligations, liabilities, deficiencies, suits, proceedings, actual out-of-pocket obligations and expenses (including cost of investigation, interest, penalties and reasonable attorneys' fees) (collectively, "Losses") arising out of or due to the operation of the Adventure Park - other than incident to the profit and loss generated at the Adventure Park in the ordinary course of business - by Manager, its affiliates, agents, servants and/or employees. The obligations set forth in this Section 10(a) shall survive for a period of one (1) year following the Expiration Date.

(b) By Owner: Owner shall indemnify, defend and hold harmless Manager and its affiliates, their respective shareholders, officers, directors, employees, and agents, against and in respect of any and all Losses arising out of or due to the negligent ownership of the Adventure Park by Owner, its affiliates, agents, servants and/or employees prior to the commencement of the term of this Management Agreement and with respect to operating losses. The obligations set forth in this Section 10(b) shall survive for a period of one (1) year following the Expiration Date.

(c) If a party entitled to indemnification (the "Indemnatee") receives notice of any claim or the commencement of any action or proceeding with respect to which a party is obligated to provide indemnification (the "Indemnifying Party") pursuant to subsections (a) and (b) of this Section, the Indemnatee shall promptly give the Indemnifying Party notice thereof ("Indemnification Notice"). Such Indemnification Notice shall be a condition precedent to any liability of the Indemnifying Party under the provisions for indemnification contained in this Agreement. Except as provided below, the Indemnifying Party may compromise, settle or defend, at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, any such matter involving the asserted liability of the Indemnatee. In any event, the Indemnatee, the Indemnifying Party and the Indemnifying Party's counsel shall cooperate in the compromise of, or defense against, any such asserted liability. If the Indemnifying Party provides the Indemnatee a defense to a third-party claim at the Indemnifying Party's cost with a qualified attorney, Indemnatee may participate and/or monitor the defense with an attorney of the Indemnatee's selection (at the Indemnatee's own expense). Provided that the Indemnifying Party pays for the full cost of the settlement of any claim, the Indemnifying Party may settle any claim without the consent of the Indemnatee. If the Indemnifying Party chooses to defend any claim, the Indemnatee shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defense.

9. Additional Provisions.

(a) This Agreement sets forth the entire understanding and agreement among the parties hereto with reference to the subject matter hereof and may not be modified, amended, discharged or terminated except by a written instrument signed by the parties hereto.

(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia applicable to agreements made, delivered and to be performed within such State.

(c) This Agreement may not be assigned by Owner or Manager, except that Manager may in its sole discretion assign this Agreement to a properly licensed affiliate performing similar types of services. Upon

any assignment Manager shall remain primarily liable and also be jointly and severally liable to Owner for performance of Manager's duties herein.

(d) All of the terms and provisions of this Management Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the parties hereto and their respective successors and assigns. Except for affiliates of the Owner and Manager and their respective shareholders, officers, directors, employees and agents, no person other than the parties hereto shall be a third-party beneficiary of this Agreement or have any rights hereunder.

(e) No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other rights, power or remedy.

(f) No publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be issued without advance approval of the form and substance thereof by Owner.

(g) Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the Richmond County Superior Court in the State of Georgia, and each party waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the jurisdiction of that court in any such action, suit or proceeding. Any and all service of process and any other notice in any such action, suit or proceeding shall be effective against any party if given by registered or certified mail, return receipt requested, or by any other means of mail which requires a signed receipt, postage prepaid, mailed to such party as herein provided. Nothing herein contained shall be deemed to affect the right to any party to service of process in any other manner permitted by law.

(h) If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

(i) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(j) The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(k) The Manager shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the Manager hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Owner the right to terminate this Agreement at its sole discretion.

(l) Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Manager or any subcontractor of Manager or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Owner. Manager agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of Manager which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

(m) M. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

(n) Manager acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Manager is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Manager's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Manager may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Manager agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Manager. Manager assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

(o) The Manager shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the Manager and Owner. Manager shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

(p) During the performance of services under this Agreement, Manager agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Manager will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(q) All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such notices, consents, approvals or communications shall be addressed as follows:

For Owner: Office of the Mayor
 535 Telfair Street
 Suite 200
 Augusta, Georgia 30901

 Recreation and Parks Department
 ATTN: Tameka D. Williams
 2027 Lumpkin Rd
 Augusta, GA 30906

With a Copy to:

 General Counsel
 Augusta Law Department
 535 Telfair Street, Building 3000
 Augusta, GA 30901

For Manager: The Forge Management, LLC

IN WITNESS WHEREOF, the parties have executed this Management Agreement as of the date first above written.

Signed this _____ day of _____, 2025.

MANAGER:

The Forge Management, LLC

Signature

Name

Title

OWNER:

Augusta, Georgia

Mayor Garnett L. Johnson

Name

Mayor

Title

Attest: _____

Lena Bonner

Clerk of Commission



Public Services Committee Meeting

July 8, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-31 – New Ownership: Requesting Consumption on Premise for Liquor, Beer, Wine and Dance. Shannon Wilson, applicant for Shannon's Place LLC , located at 300 Shartom Drive, Augusta GA 30907. District 7, Super District 10.
Background:	New Ownership– Shannon's Place LLC
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$2,260.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-31

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

Business Name: Shannon's Place LLC

Hearing Date: July 8, 2025

Prepared By: Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

<p>Applicant: Shannon Wilson</p> <p>Property Owner: Bailey-Field Investment Co LLC</p> <p>Address of Property: 300 Shartom Drive, Augusta GA 30907</p> <p>Tax Parcel #: 01-0-072-00-0</p> <p>Commission Districts: District 7, Super District 10</p>	
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ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$ 2,260.00.

RECOMMENDATION:

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

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

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

ORIGINAL

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2025 Alcohol Account Number _____

1. Name of Business Shannon's Place LLC
 2. Business Address 300 Shartom DR
 3. City AUGUSTA State GA Zip 30907
 4. Business Phone (706) 825 3419 Home Phone (706)
 5. Applicant Name and Address: Shannon Wilson
6160 Tubman RD / PO Box 41
Appling, GA 30802
 Email address _____
 6. Applicant Social Security # 2 D.O.B.
 7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel 011-0-072-00-0 Zoning B2
 9. Location Manager(s) Shannon Wilson
 10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
 (☒) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 3-26-25
 12. Mailing Address:
 Name of Business Shannon's Place LLC
 Attention Shannon Wilson
 Address PO Box 41
 City/State/Zip Appling GA 30802
 13. Ownership Type: () Corporation (☒) Partnership () Individual
 14. Corporate Name: Shannon's Place LLC
 List name and other required information for each person having interest in this business.

Name	Position	SSN/CA#	Address	Interest
Shannon Wilson	owner		PO Box 41 Appling GA 30802	100

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
On-premises consumption	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: NO
 If so, give year of application and its disposition: _____
 17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial SW



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you have or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Building - Bailey - Field Investments Co LLC
2298 Mt. Pleasant St. Charleston, SC 29403
22. List the name and other required information for each person, firm or corporation having any interest in the business. _____
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, Shannon Wilson
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.

Shannon Wilson
Applicant Signature

I hereby certify that SHANNON WILSON is personally known to be,
That he/she signed his/her name to the foregoing application stating to me that he/she knew
and understood all statements and answers made herein, and, under oath actually
administered by me, has sworn that said statements and answers are true.
This 8 day of MAY, in the year 2025.



[Signature]
Notary Public

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	<u>[Signature]</u>		
Sheriff	<u>[Signature]</u>		
Fire Inspector			

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

Administrator

Date



Public Services Committee Meeting

July 8, 2025

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 25-32 – Existing location, New Ownership: Requesting Consumption on Premise for Beer . James Watkins, applicant for Sport's Center LLC , located at 594 Broad Street, Augusta GA 30901. District 1, Super District 9.
Background:	New Ownership– Sports Center LLC
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a prorated fee of \$312.50.
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

ORIGINAL

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

ALCOHOL BEVERAGE APPLICATION

- Alcohol Number _____ Year 2025 Alcohol Account Number _____
1. Name of Business Sports Center LLC
2. Business Address 594 Broad Street
3. City Augusta State Ga Zip 30901
4. Business Phone (706) 724-9367 Home Phone (702) 720-0268
5. Applicant Name and Address: James Allen Watkins
6. Applicant Social Security # 254-74-6564 Email address James.Watkins2046564@icloud.com
7. If Application is a transfer, list previous Applicant: D.O.B. 10-01-1987

8. Business Location: Map & Parcel 047-1-078-00-0 Zoning B2
9. Location Manager(s) Lauren Rabler Watkins

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: N/A
12. Mailing Address: Name of Business Sports Center LLC
- Address 544 Broad Street
- City/State/Zip Augusta Ga 30901
13. Ownership Type: () Corporation () Partnership (☒) Individual
14. Corporate Name: _____
- List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
James Watkins	Owner	254-74-6564	213 Watbrook drive	100%

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises		X			
Wholesale					

Total License Fee: \$ 695.00

Prorated License Fee: (After July 1 ONLY) \$ 312.50

16. Have you ever applied for an Alcohol Beverage License before: W6
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? () Yes () No If so, please initial JAW



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.

19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (☒) No
If yes, give full details:

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

21. List owner or owners of building and property.
January Rush

22. List the name and other required information for each person, firm or corporation having any interest in the business. None

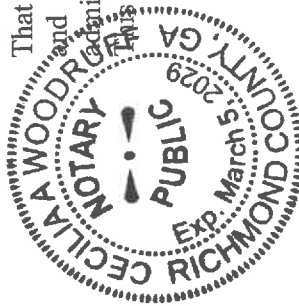
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

24. A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
State of Georgia, Augusta-Richmond County, I, James A. Watkins
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

25. I hereby certify that James Watkins is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.

This 2nd day of June, in the year 2025.

Cecilia A. Woodruff
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	<u>Awatley</u>		
Sheriff			
Fire Inspector			

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

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT


Case Number: A.N. 25-32

Application Type: Consumption on Premises for Beer - New Ownership

Business Name: Sports Center LLC

Hearing Date: July 8, 2025

Prepared By: Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

<p>Applicant: James Watkins</p> <p>Property Owner: Carolyn Johnson Revocable Trust</p> <p>Address of Property: 594 Broad Street</p> <p>Tax Parcel #: 047-1-078-00-0</p> <p>Commission Districts: District 1, Super District 9</p>	
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ANALYSIS:

Location Restrictions:

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

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a prorated fee of \$ 312.50.

RECOMMENDATION:

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

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

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



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction for Augusta, GA -Engineering & Environmental Services Department

RFP 25-146

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Award of “On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction” Services Contract to SCS Engineers, subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. AE/25-146
Background:	The Augusta Engineering & Environmental (AEES) requested on-call professional services from Engineering Professional firms for Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction services. Requested services are for Augusta Solid Waste facility operational regulatory requirements. The selected professional firm will provide services in all aspects of environmental monitoring, groundwater, surface water, landfill gas capture, control and beneficial use, engineering design, operation assistance, remaining capacity analysis and reporting, financial liability assessment and reporting, annual update of closure and post-closures site surveying, site surveying, contract document development, bidding and construction phase services, construction quality control/quality assurance (QA/QC), permitting, and general services for successful functioning of Augusta Solid Waste Management Operations.
Analysis:	Proposals were received on May 13, 2025. Received proposals were evaluated based on criteria outlined in the request for proposals (RFP) document and ranked accordingly. SCS Engineering being the top ranked and selected firm.

Firm	Rating
1. Atlantic Coastal Consulting, Inc.	288.8/425
2. Geosyntec Consultants, Inc.	305.0/425
3. SCS Engineers	387.0/425

Financial Impact:	Services are funded by Solid Waste Management (Landfill) annual operational budget.
Alternatives:	Do not approve contract award and find alternative way to meet solid waste permit regulatory compliance.
Recommendation:	Approve Award of “On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction” Services Contract to SCS Engineers, subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. AE/25-146
Funds are available in the following accounts:	Solid Waste Management Annual Operational funds 541-044210-5212115
<u>REVIEWED AND APPROVED BY:</u>	HM/sr

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, May 6, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: 864 3847 6167; Passcode: 25146 furnishing:

RFP Item #25-146

On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction for Augusta, GA – Augusta Engineering and Environmental Services Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Darrell White, Interim Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, April 21, 2025 @ 10:00 a.m. via ZOOM – Meeting ID: 883 1691 6221; Passcode: 25146.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, April 22, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No RFP may be withdrawn for a period of 90 days after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

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

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle March 27, 2025 and April 3, 10, 17, 2025
Metro Courier March 27, 2025


Revised:10/02/24



RFP Opening: RFP 25-146 On-Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction for Augusta, GA – Engineering and Environmental Services Department
RFP Due: Tuesday, May 13, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 28
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 619
Georgia Procurement Registry: 3102
Pre-Proposal Conference Attendees: 20
Total packages submitted: 3
Total Noncompliant: 0

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Fee Proposal	Original	7 Copies
Atlantic Coastal Consulting, Inc. 11545 Wills Road, Suite 100 Alpharetta, GA 30009	YES	YES	98563	YES	YES	YES	YES
Geosyntec Consultants, Inc. 1255 Roberts Blvd NW, Suite 200 Kennesaw, GA 30144	YES	YES	1313958	YES	YES	YES	YES
SCS Engineers 3175 Satellite Blvd, Bldg 600, Ste 100 Duluth, GA 30096	YES	YES	19959	YES	YES	YES	YES


<div><div></div><div><div>RFP Item #25-146 On-Call Professional Svcs for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction</div><div>Augusta, GA - Engineering and Environmental Services Department</div><div>RFP Date: Tuesday, May 13, 2025 @ 11:00 a.m. via ZOOM</div><div>Evaluation Date: Wednesday, June 4, 2025 4:00 p.m. via ZOOM</div></div></div>															
Vendors			Atlantic Coastal Consulting, Inc. 11545 Wills Road, Suite 100 Alpharetta, GA 30009		Geosyntec Consultants, Inc. 1255 Roberts Blvd NW, Suite 200 Kennesaw, GA 30144		SCS Engineers 3175 Satellite Blvd, Bldg 600, Ste 100 Duluth, GA 30096			Atlantic Coastal Consulting, Inc. 11545 Wills Road, Suite 100 Alpharetta, GA 30009		Geosyntec Consultants, Inc. 1255 Roberts Blvd NW, Suite 200 Kennesaw, GA 30144		SCS Engineers 3175 Satellite Blvd, Bldg 600, Ste 100 Duluth, GA 30096	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)												
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)			Weighted Scores								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass /Fail	PASS	PASS	PASS	PASSPASSPASS								
2. Qualifications & Experience		(0-5)	20	3.3	3.5	4.9	65.070.098.0								
3. Organization & Approach		(0-5)	15	3.5	4.3	4.9	52.563.872.8								
4. Scope of Services: Experience and approach to the Scope of Services included in Section One to include details on the following items: a. Detailed Scope of Services to be Provided i. Proposed scope of services is appropriate for all phases of the work. ii. Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule. b. Project Deliverables i. Deliverables are appropriate to schedule and scope set forth in above requirements. c. Cost Control and Budgeting Methodology i. Proposer has a system or process for managing cost and budget. ii. Evidence of successful budget management for a similar project/service.		(0-5)	15	3.8	4.3	4.9	56.363.872.8								
5. Schedule of Work		(0-5)	10	4.5	4.8	4.9	45.047.548.5								
6. References		(0-5)	5	4.0	4.0	5.0	20.020.025.0								
7. Proximity to Area - enter the point value for the one line only)							Cost/Fee Proposal Consideration								
Within Richmond County		5	10				0.00.00.0								
Within CSRA		5	6				0.00.00.0								
Within Georgia		5	4	5.0	5.0	5.0	20.020.020.0								
Within SE		5	2				0.00.00.0								
All Others		5	1				0.00.00.0								
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)				24.0	25.8	29.5	258.8285.0337.0								
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)															
8. Presentation by Team		(0-5)	10				0.00.00.0								
9. Q&A Response to Panel Questions		(0-5)	5				0.00.00.0								
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)															
Lowest Fees		5	10			5.0	0.00.050.0								
Second		5	6	5.0			30.00.00.0								
Third		5	4		5.0		0.020.00.0								
Forth		5	2				0.00.00.0								
Fifth		5	1				0.00.00.0								
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)						5.05.05.0	30.020.050.0								
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)															
Total Cumulative Score (Maximum point is 500)				29.0	30.8	34.5	288.8305.0387.0								
Internal Use Only															
Evaluator: Cumulative Date: Phase I - 6/4/25															
Procurement DepartmentRepresentative: _____ Nancy Williams _____															
Procurement Department Completion Date: Phase I - 6/4/25															

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Darrell White, Interim Director Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: June 19, 2025

SUBJECT: On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction for Augusta, GA -Engineering & Environmental Services Department
RFP 25-146
File Reference: 25-014

It is final supplemental recommendation of Augusta Engineering (AE) to award the Specialized Professional Services RFP 25-146 for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction) contract to SCS ENGINEERS (SCS). Augusta Engineering requested entering fee negotiation. Accordingly, Augusta Engineering entered fee negotiation with top rated firm (SCS), and the SCS accepted Augusta Engineering final offered unit rates.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

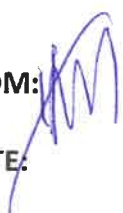
cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: June 9, 2025

SUBJECT: On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction for Augusta, GA -Engineering & Environmental Services Department
RFP 25-146
File Reference: 25-014(A)

It is recommendation of Augusta Engineering & Environmental Services (AE) to award RFP 25-146 (On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction) contract to top rated firm, SCS ENGINEERS. AE requests entering into fee negotiations. Accordingly AE will issue supplemental recommendations.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

RFP 25-146

On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting,
Regulatory Compliance Emergency Construction

FEE PROPOSAL

Item No	Description	Unit	Unit Rate*
1	Principal / Team Lead	HR	\$245
2	Project Manager / Project Lead Professional	HR	\$198
3	Senior Engineer, PE (GA)	HR	\$189
4	Senior Geologist, PG (GA)	HR	\$189
5	Project Engineer	HR	\$165
6	Project Geologist	HR	\$165
7	Senior Staff / Design Engineer	HR	\$131
8	Senior staff Geologist	HR	\$130
9	Staff Design Engineer	HR	\$114
10	Staff Geologist	HR	\$114
11	Senior Field Technician	HR	\$130
12	Senior Environmental Field Technician	HR	\$130
13	QA/QC Engineer	HR	\$130
14	Administrator Staff / Admin Support	HR	\$85
	OTHER PROFESSIONAL SERVICES		
1	Survey Crew (two-man crew and PLS)	Day**	\$1390
2	CADD/GIS Manager	HR	\$138
3	CAD/GIS Staff, Senior	HR	\$114
	** Assume 8 work-hours day		
	Leachate System Maintenance and Other Field Services		
1	Foreman	HR	\$135
2	Equipment Operator	HR	\$118
3	Equipment (include Firm's Rate Table)	N/A	Per firm Rate Table
4	Instrument (include Firm's Rate Table)	N/A	Per firm Rate Table

Conditions of Award:

- 1) Hourly rate includes direct cost (such as vehicle, phone, per diem, lodging, etc.). There will be no separate pay item for these and other incidental items.
- 2) Assigned work will be performed per issued Task Order. Each Task Order fee proposal will be developed based on specific scope of services for a respective project. Work will be performed under Task Order on basis according to specialization of the firms.
- 3) Contractor will be paid on hourly rate task order basis. Hourly rate fee proposal shall be negotiated with the most highly qualified consultants. Negotiated rates will be re-evaluated at end of primary three-year period, inflation rate not to exceed 2.5% and revision will be made by mutual agreement between the firm and AE.

OASIS CONSULTING SERVICES
ATTN MARIA ROZEAR
45 WOODSTOCK STREET
ROSWELL GA 30075

WK Dickson & Co.
1450 Greene St #225,
Augusta, GA 30901

Atlantic Coast Consulting Inc.
7 East Congress Street, Suite 801
Savannah GA 31401

ATTN: JORGE JIMINEZ
ZEL ENGINEERS
435 TELFAIR STREET
AUGUSTA, GA 30901

787 ENGINEERING
ATTN: ED LEBRON
1450 GREENE ST., SUITE 80
AUGUSTA, GA 30901

HUSSEY GAY BELL
ATTN: MAUREEN O'BRIEN
1219 ASSEMBLY ST
COLUMBIA, SC 29201

MORELAND ALTOBELLI
2450 COMMERCE AVENUE
SUITE 100
DULUTH, GA 30096-8910

INTERTEK-PSI
ATTN: ERIC LOWE
95 CHASTAIN ROAD, NW, SUITE 301
KENNESAW, GA 30144

WOOLPERT
375 NORTHRIDGE RD, #100
ATLANTA, GA 30350

POND & COMPANY
621 NW FRONTAGE ROAD, STE 320
AUGUSTA, GA 30907

S&ME
1527 Crescent Dr,
Augusta, GA 30909

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

WOOD
ATTN: GREGG HUDSPETH
1075 BIG SHANTY RD., SUITE 100
KENNESAW, GA 30144

ATC Group Services
1453 Greene St Suite A,
Augusta, GA 30901

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

JACOB ENGINEERING
10 10TH STREET NW, SUITE 1400
ATLANTA, GA 30309

ATTN: RICK TOOLE
W. R. TOOLE ENGINEERS INC
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

BILL S. HARGROVE
JAMES G. SWIFT & ASSOC.
1206 INTERSTATE PKWY.
AUGUSTA, GA 30909

WOLVERTON & ASSOCIATES
ATTN: LEAH CASSELL
6745 SUGARLOAF PKWY., SUITE 100
DULUTH, GA 30097

CROY ENGINEERING
ATTN: CHRIS RIDEOUT
200 N. COBB PKWY.
BUILDING 400, SUITE #413
MARIETTA, GA 30062

PRUETT FORD & ASSOCIATES
1201 BROAD STREET
AUGUSTA, GA 30901

Alternative Construction
2247 Wrightsboro Rd,
Augusta, GA 30904

W. K. DICKSON & CO.
1450 GREENE STREET
SUITE 225
AUGUSTA, GA 30901

GOODWYN, MILLS & CAWOOD
1450 GREENE ST, SUITE 505
AUGUSTA, GA 30901

EXP US SERVICES
ATTN: TIM KNIGHT
211 PERIMETER CENTER PKWY.,
SUITE 750
ATLANTA, GA 30346

INFRASTRUCTURE SYSTEMS MGT
ATTN: ABIE LADSON
1557 BROAD ST
AUGUSTA, GA 30901

AECOM
101 RESEARCH DR
COLUMBIA, SC 29203

Tetra Tech
Attn: Megan Buckalew
117 Hearthstone Dr. SW
Aiken, SC 29803

**HAMEED MALIK
ENGINEERING**

**JUNE HAMAAL
ENGINEERING**

**PHYLLIS JOHNSON
COMPLIANCE**

**RFP ITEM# 25-146 On Call Professional
Services for Environmental Compliance,
Testing, Engineering & consulting, Regulatory
Compliance Emergency Construction for
Augusta, GA-Engineering
RFP Due: Tues, 5/6/25 @ 11:00 a.m.**

**RFP ITEM# 25-146 On Call Professional
Services for Environmental Compliance,
Testing, Engineering & consulting, Regulatory
Compliance Emergency Construction for
Augusta, GA-Engineering
Mail Date: 3/27/25**

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, March 27, 2025 5:22 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000114

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2025-000000114
Event Title: 25-146 On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting
Event Type: Non-State Agency

Process Log

2025/03/27 17:02:18 : Log starts for - 25809442 - EVENT_RELEASE_TO_SUPL
2025/03/27 17:02:22 : Email Process Log for the Event#: PE-72155-NONST-2025-000000114
2025/03/27 17:02:22 : Email Batch# 2503279989
2025/03/27 17:02:22 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/03/27 17:11:40 : Bad Email not sent to eteague of AJAX BUILDING CORPORATION OF GEORGIA
2025/03/27 17:12:50 : Bad Email not sent to 678/244-6739 of HAZEN AND SAWYER
2025/03/27 17:12:56 : Bad Email not sent to tstone@atwell-group.co, of ATWELL LLC
2025/03/27 17:22:10 : Total No of Contacts found for sending Email: 3102
2025/03/27 17:22:10 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000114&sourceSystemType=gpr20>

03/27/2025 05:22:10 PM


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

Planholders

Add Supplier

Export To Excel

Supplier (23)

Supplier 	Download Date
Atlantic Coast Consulting	03/27/2025
CDG	04/01/2025
ConstructConnect	03/28/2025
Corporate Environmental Risk Management	04/02/2025
Corporate Environmental Risk Management, LLC (CERM)	03/27/2025
Cranston LLC	03/28/2025
Dodge Data	03/27/2025
Forefront Architecture and Engineering	04/18/2025
GLE Associates Inc	04/01/2025
KEMRON	05/05/2025
Nandina Inc.	04/07/2025
NOVA Engineering & Environmental, LLC	03/31/2025
Oasis Consulting Services	04/02/2025
Onvia, Inc. - Content Department	03/27/2025
Record Designs - Registered Architect	04/30/2025

1 2

Showing 1-15 of 23

Add Supplier

Supplier Details

Supplier Name	Atlantic Coast Consulting
Contact Name	Robert Brown

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Resurfacing Various Roads 2022

Bid 22-237

Supplemental Paving

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve to Supplement Construction Contract with Reeves Construction Co. in the amount of \$108,712.25 for cover additional cost of Resurfacing Reynold Industrial Blvd. AE/Bid 22-237
Background:	Currently, Reeves Construction (Reeves) is under contract (Bid: 22-237) with Augusta, GA for resurfacing various roads in Richmond County. The Augusta Commission awarded this contract on August 2, 2022 and work is substantially completed. Reeves paved around Reynold Industrial Road approach to APAC Industrial Way, however, the primary road is also in need of paving. Reynolds Industrial Road serves several industrial & commercial operation. Recently commercial growth along this road created a significant heavy traffic burden resulting in road deterioration. Given Reeves operation proximity to the location and performed work, it is a cost effective way to complete this work by supplementing it to the Reeves resurfacing active contract.
Analysis:	Completing Reynold Industrial Road under Reeves active resurfacing contract is a cost effective way to complete paving of this corridor in a timely manner to minimize potential traffic safety risk. Given Reeves operations proximity to the location and performed work at its approach, it is cost effective to complete this work by supplementing it to Reeves resurfacing active contract. This cost was analyzed and determined to be reasonable and cost effective for the type of work being performed.
Financial Impact:	Funds are available in amount of \$108,712.25 in Engineering SPLOST VI-Resurfacing Contracts
Alternatives:	Not proposed
Recommendation:	Approve to Supplement Construction Contract with Reeves Construction Co. in the amount of \$108,712.25 for cover additional cost of Resurfacing Reynold Industrial Blvd. AE/Bid 22-237.

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

(\$108,712.25) 328-041110-54.14110/211828011-54.14110 Engineering SPL
Resurfacing Contracts

Item 12.

REVIEWED AND
APPROVED BY:

HM/sr



June 17, 2025

Ms. June Hamal
 Augusta Engineering Department
 452 Walker St.
 Suite 110
 Augusta, GA 30901

Reference: Resurfacing of Reynolds Industrial Blvd.

Dear Ms. Hamal,

Thank you for requesting Reeves Construction to provide pricing to mill & inlay for the above referenced roadways.

Our quote is as follows:

BASE BID					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
150-1000	TRAFFIC CONTROL	1.000	LS	\$ 13,515.00	\$ 13,515.00
402-1802	RCYCLD ASP CON PATCHING, INCL BITUM MATL & H LIME	50.000	TN	\$ 173.00	\$ 8,650.00
402-3130	RCYL ASP CON 12.5MM SPRPV,GP 2,BITUM MATL & H LIME	540.000	TN	\$ 116.25	\$ 62,775.00
413-0750	TACK COAT	295.000	GL	\$ 3.35	\$ 988.25
432-0208	MILL ASP CON PVMT, 2 IN DEPTH	4,910.000	SY	\$ 2.40	\$ 11,784.00
				SUBTOTAL	\$ 97,712.25
STRIPING-PAINT OPTION		1.000	LS	\$ 4,500.00	\$ 4,500.00
STRIPING-THERMO OPTION		1.000	LS	\$ 6,500.00	\$ 6,500.00

Notes:

1. The Owner acknowledges that Reeves' work is highly susceptible to time driven escalation costs. Accordingly, the Owner will advise Reeves of any potential for delay or time extension that may adversely affect Reeves, sufficiently in advance to afford Reeves the opportunity to submit escalation cost adjustments, if warranted.
2. This quote will automatically be withdrawn if not accepted within 30 days of bid date.
3. Quote is based upon a mutually agreed upon schedule.
4. Davis-Bacon wages or Union wages are NOT included in pricing.
5. All items not specifically quoted are excluded.
6. Quote is presented as a total package. Please contact office before separating.



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7. THESE CONDITIONS SHALL BE INCLUDED AS AN INTEGRAL PART OF ANY CONTRACT BETWEEN REEVES AND THE PRIME CONTRACTOR, AND SHALL TAKE PRECEDENCE OVER ANY TERMS OF THE CONTRACT OR PROJECT DOCUMENTS WHICH MAY BE IN CONFLICT.


All necessary easements and right-of-ways on any property owned by others, building permits, driveway permits, tap fees, impact fees, land disturbance fees, licenses, and other similar matters required by government or other regulatory agencies for this construction shall be paid by others.

Thank you for the opportunity to quote this additional work. If you have any questions concerning this quote, please contact me.

Respectfully submitted,
REEVES CONSTRUCTION COMPANY

Greg Hamilton, PE
East Region Estimator

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

TO: Darrell White, Interim Director, Procurement
FROM:  Dr. Hameed Malik, Director, Engineering
DATE: June 24, 2025
SUBJECT: **Resurfacing Various Roads 2022**
BID #22-237
Purchase Order No: 22ENG141

Please approve Supplement 1 for supplemental funding for the Resurfacing Various Roads 2022 contract for PO# 22ENG141, for Reeves Construction, in the amount of \$108,712.25. This supplemental funding will cover additional cost of resurfacing Reynold Industrial Blvd.

It is agreed that as a result of the above described modifications the contract amount is increased by \$108,712.25 from \$ 6,068,473.00 to \$6,177,184.25

Funding will come from account number:

328-041110-5414110/211828011-5414110

Should you have any questions, please contact the department at 706-796-5040.

HM/dp

Attachments

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD

JHC Corporation

15 Fresh Bru Dr
Newnan, GA 30263
Phone: (770) 487-3258
Fax: (770) 487-4254

Request for Change Order

To: CITY OF AUGUSTA
535 TELFAIR ST
AUGUSTA, GA 30901
Project: JAMES BROWN BLVD

RFC No: 4
Date: 5/7/2025
Description: PAVE JAMES BROWN BLVD:

\$105,750.00 - 4,700SY of 1.5" mill and overlay with 12.5 mm Superpave
@ \$22.50/SY (Final billing to be measured per unit installed)
\$4,500.00 - Traffic Control

\$110,250.00 - EST TOTAL RFC 4 

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$110,250.00 will be added to the contract price.

Original Contract	\$1,395,854.70
Other Approved Change Orders	\$0.00
Total Contract to Date	\$1,395,854.70
This Request	\$110,250.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$1,506,104.70

Authorized Signature:  Date: 5/31/25
JHC Corporation

Authorized Signature: _____ Date: _____
CITY OF AUGUSTA

JHC Corporation

15 Fresh Bru Dr
Newnan, GA 30263
Phone: (770) 487-3258
Fax: (770) 487-4254

Request for Change Order

To: CITY OF AUGUSTA
535 TELFAIR ST
AUGUSTA, GA 30901
Project: JAMES BROWN BLVD

RFC No: 5
Date: 5/22/2025
Description: INSTALL DRIVEWAY BETWEEN LANEY WALKER BLVD AND SPRUCE STREET:

610-0355 - REM CONC CURB & GUTTER ALL SIZ - 20.00 LF @ \$10.00 = \$200.00
610-2815 - REM CONC SIDEWALK - 11.11 SY @ \$20.00 = \$222.20
441-6022 - CONC CURB & GUTTER/ 6X30TP2 - 20.00 LF @ \$28.00 = \$560.00
441-4020 - CONC VALLEY GUTTER, 6 IN - 11.20 SY @ \$75.00 = \$840.00
610-6605 - REMOVE LIGHTING STANDARD - 1.00 EA @ \$1,000.00 = \$1,000.00
682-1405 - CABLE, TP XHHW, AWG NO 8 - 330.00 LF @ \$3.00 = \$990.00
682-6222 - CONDUIT, NONMETL, TP 2, 2 IN - 20.00 LF @ \$10.00 = \$200.00
DUMPSTER - 1.00 EA @ \$425.00 = \$425.00
TRAFFIC CONTROL - 1.00 LS @ \$750.00 = \$750.00
P&OH - 1.00 LS @ \$1,037.44 = \$1,037.44

\$6,224.67 - RFC 5 TOTAL 

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$6,224.67 will be added to the contract price.


Original Contract	\$1,395,854.70
Other Approved Change Orders	\$0.00
Total Contract to Date	\$1,395,854.70
This Request	\$6,224.67
Other Pending Requests	\$110,250.00
Total Contract plus Pending RFCs	\$1,512,329.37

Authorized Signature:  Date: 5/31/25
JHC Corporation

Authorized Signature: _____ Date: _____
CITY OF AUGUSTA

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

TO: Darrell White, Interim Director, Procurement

FROM:  Dr. Hameed Malik, Director, Engineering

DATE: June 25, 2025

SUBJECT: **James Brown Blvd Improvements project**
Project No.: 13707
Purchase Order No: 24ENG047

Please approve Change Order 1 for supplemental funding for the James Brown (Laney Walker to Twigs St) Improvements project, for PO: 24ENG047, for JHC Corporation, in the amount of \$116,474.67. This supplemental funding is to cover the cost of 1.5" mill and overlay with 12.5mm Superpave.

It is agreed that as a result of the above described modifications the contract amount is increased by \$116,474.67 from \$1,395,855.00 to \$1,512,329.67.

Funding will come from account number:

(\$116,474.67) – 324041110-54.14110

Should you have any questions, please contact the department at 706-796-5040.

HM/sr

Attachment: CST Change Order 1 – James Brown Blvd Improvements

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

James Brown Blvd. (Twiggs St. to Laney Walker Blvd.) PHIII Improvements

GDOT PI # 0013707

Bid #23-173

File Reference: 25 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Construction Supplement (SA1) to JHC Corporation in the amount of \$116,474.67 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707) for additional road paving & associated construction. AE/Bid #23-173
Background:	The Project is phase 3 of James Brown Blvd. Streetscaping improvements Project. The Project is listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of Phase III is to repair delinquent sidewalks and streetscape features along James Brown Boulevard from Twiggs Street to Laney Walker Boulevard. Alternatively, this project will bring the deficient pedestrian facilities within the project boundary into compliance with the Americans with Disabilities Act (ADA), and also serve to beautify and create a consistent façade for the James Brown Boulevard corridor. The project is under construction. This is a supplement construction to the primary contracted improvements and its completion with road improvements is necessary for the project corridor & James Brown Blvd's overall roadway improvements and enhancement of newly constructed streetscape improvements.
Analysis:	On February 6, 2024 Augusta Commission awarded this project construction contract to JHC Corporation. The project is under construction and sidewalks & associated streetscape improvements are in progress. Additional identified supplement work is critical for completing overall roadway improvements for traffic operations & safety. This cost was analyzed and determined to be reasonable and cost effective for the type of work being performed.
Financial Impact:	Funds are available in amount of \$116,474.67 in Engineering SPLOST IV-Resurfacing various roads.
Alternatives:	Do not approve and abandon the project.

Recommendation: Approve Construction Supplement (SA1) to JHC Corporation in the amount of \$116,474.67 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707) for additional road paving & associated construction. AE/Bid #23-173

Funds are available in the following accounts: (\$116,474.67) 324041110-54.14110 SPLOST IV- Resurfacing various roads

REVIEWED AND HM/sr
APPROVED BY:



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Telfair Street and 13th Street Improvements Projects

TIA Project Number: RC07-000148 / PI#0011409 and

TIA Project Number: RC07-001223 / PI#0011424

RFP #22-195

File Reference: 24-014 (T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Construction Contract supplement (SA2) to E R Snell Contactor, Inc. in the amount of \$185,967.06 for subsurface utilities/water lines conflicts construction for Transportation Investment Act (TIA) Project, Telfair Street Improvements Project. AE/ Bid 22-195
Background:	The Telfair Street is project from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. This is Band 3 project. The improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping and lighting will be provided, where possible, to enhance pedestrian use and improvement roadway aesthetics. On December 6, 2022, Augusta Commission awarded the project construction contract to ER Snell Contractor, Inc. The project is under construction and water distribution conflict at the intersection of 9th and Telfair encountered. This is supplement construction to primary contacted improvements and its completion with road improvements is necessary for safe management of water distribution and safety of newly constructed road.
Analysis:	The project is under construction and roadway improvements are in progress. Additional identified supplement work is critical for completing roadway improvements as intended for enhancing roadway operation and safety. This cost was analyzed and determined to be reasonable and cost effective for the type of work being performed
Financial Impact:	Funds in amount of \$185,967.06 are available in AUD fund (G/L 5160434490-5425410 / J/L 82500040-5425410)
Alternatives:	1) Do not approve and find alternative to complete supplemental critical sanitary sewer line improvements and meet TIA project completion schedule

Recommendation: Approve Construction Contract supplement (SA2) to E R Snell Contactor, Inc. in the amount of \$185,967.06 for subsurface utilities/water lines conflicts construction for Transportation Investment Act (TIA) Project, Telfair Street Improvements Project. AE/ Bid 22-195

Funds are available in the following accounts: (\$185,967.06) 5160434490-5425410 / J/L 82500040-5425410 AUD Funds

REVIEWED AND HM/sr
APPROVED BY:



May 20, 2025

452 Walker Street
Suite 110
Augusta, GA 30901
ATTN: Peter Adeleke

RE: City of Augusta
RFP: 22-195 13th Street Improvements and Telfair Street Improvements
ERS Job: 50400
9th St 16" WM Conflict

Dear Mr. Adeleke,

Per the request of AUD, please find the pricing below for the water distribution conflict at the intersection of 9th and Telfair. This work is additional to the current 9th St SS Change Order that was approved. The additional QTY's provided are current line items to be used that were accepted for the 9th St SS. Please see below:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL VALUE
WATER DISTRUBUTION CONFLICT	1	LS	\$ 158,994.56	\$ 158,994.56
			TOTAL	\$ 158,994.56
ADDITIONAL QTYS CURRENTLY PRICED				
DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL VALUE
SELECT BCKFILL GA DOT TP 1, CL I & II SAND/CLAY	30	CY	\$ 45.75	\$ 1,372.50
UTILITY ROAD CUT RESTORATION PER INLAY DETAIL	100	SY	\$ 156.00	\$ 15,600.00
			TOTAL	\$ 16,972.50


Sincerely,

Richard Banks
Project Manager
E.R. Snell Contractors, Inc.

E. R. Snell Contractor, Inc.

www.ersnell.com | 770.985.0600 | 1785 Oak Road, Snellville, GA 30078

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

TO: Darrell White, Interim Director, Procurement
FROM:  Dr. Hameed Malik, Director, Engineering
DATE: June 25, 2025
SUBJECT: **Telfair Street & 13th Street Improvement Projects**
Project No.: 11409 & 11424
Purchase Order No: 23ENG046

Please approve Change Order 1 for supplemental funding for the Telfair St and 13th Street Improvements project, for PO: 23ENG046, for E. R. Snell, in the amount of \$185,967.06. This supplemental funding is for subsurface utilities/water lines conflicts construction for this TIA project.

It is agreed that as a result of the above described modifications the contract amount is increased by \$185,967.06 from \$25,132,471.20 to \$25,318,438.26.

Funding will come from account number:

(\$185,967.06) – 5160434490-54.25410 / 82500040-54.25410

Should you have any questions, please contact the department at 706-796-5040.


HM/sr

Attachment: CST Change Order 1 – Telfair Street & 13th Street Improvements

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

TO: Darrell White, Interim Director, Procurement

FROM:  Dr. Hameed Malik, Director, Engineering

DATE: June 25, 2025

SUBJECT: **Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements**
Project No.: 0012868
Bid No: 23-183
Purchase Order No: 24ENG049

Please approve Change Order 1 for supplemental funding for the Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements project, for PO: **24ENG049**, for Reeves Construction, in the amount of \$31,668.84. This supplemental funding is to cover the cost of field conflict resolution modified improvements to construction.

It is agreed that as a result of the above described modifications the contract amount is increased by **\$31,668.84** from **\$4,306,964.25** to **\$4,338,633.09**.

Funding will come from account number:

(\$21,236.33) SPLOST IV – Resurfacing Various Roads
324-041110-54.14110/219824904-54.14110

(\$10,432.51) SPLOST VI – Resurfacing Contracts
328-041110-54.14110/211828011-54.14110

Should you have any questions, please contact the department at 706-796-5040.

HM/dp

Attachment: CST Change Order 1 – Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD

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



June 2, 2025

Peter Adeleke
Project Engineer
Richmond County
452 Walker St
Suite 110
Augusta, GA 30901

RE: Barton Chapel Change Order #1—Redesign of Wall & Time Extension

Dear Mr. Adeleke,

Reeves Construction Company respectfully submits the change order pricing below to modify the retaining wall from a Gravity Wall to a Turn-up Wall per the redesign sent on May 1, 2025. As you are aware, this alteration was necessitated by conflicts with the Georgia Power Transmission pole. Please note that the quantity provided is an assumed quantity and may be subject to underrunning or overrunning.

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Deducted</u>	<u>Total Additional</u>
Class B Concrete, Retaining wall	CY	33	\$1,200.00	(\$39,600.00)	
Class A Concrete, Incl Reinf Steel	CY	33	\$1,650.00		\$54,450.00
Conc Sidewalk, 8 Inch	SY	63	\$130.00	(\$8,190.00)	
Conc Sidewalk, 8 inch	SY	60	\$130.00		\$7,800.00
Conc Sidewalk, 4 Inch	SY	12	\$65.00		\$780.00
Grading Complete	LS	1	\$6,328.84		\$6,328.84
Traffic Control	LS	1	\$10,100.00		\$10,100.00
Total:				(\$47,790.00)	\$79,458.84
Difference:					<u>\$31,668.84</u>

Additionally, Reeves Construction Company is requesting an 80-day time extension to the contract due to delays caused by this issue with the wall. This wall has always been on the critical path for the project, as indicated in the CPM schedule dated January 16, 2025, which was sent to Richmond County. The wall

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was projected to begin on February 25, 2025, following necessary grading work, which was expected to commence on February 4, 2025. The issue with the Transmission Pole was discovered on January 31, 2025.

Furthermore, in our efforts to maintain project progress, Reeves shifted focus to other locations; however, we encountered challenges with utilities between Stations 206+60 to 213+50, including but not limited to the sewer manhole and fiber lines. These items are still under redesign and will be addressed once the issues are resolved.

We appreciate your understanding and consideration of our requests. Should you require any further information or clarification, please do not hesitate to contact me.

Sincerely,

Reeves Construction Company
East region -- Augusta

Samuel Stutt
Assistant Project Manager
Reeves Construction Company
762-333-4127

CC: June Hamal- Associate Director Construction- Richmond County
Dallas Suggs- Regional Manager – Reeves

File: 10321150

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Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements

PI # 0012868

Bid #23-183

File Reference: 25 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Construction Supplement (SA1) to Reeves Construction Company in the amount of \$31,668.84 for CR1502/Barton Chapel Road @ SR10/US&78 (Gordon Hwy) Improvements Project (PI# 0012868) for field conflict resolution modified improvements to construction. AE/Bid #23-183
Background:	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of this project is to gain operation efficiency by widening of the intersections to allow for a left turn lane. Roadway improvements require the relocation of utilities facilities. On February 6, 2024, Augusta Commission awarded the project construction contract to Reeves Construction Company. The project is under construction and a Power Transmission Pole conflict was encountered. This is a field change construction to the primary contracted improvements and its completion is necessary for completing road improvements.
Analysis:	The project is under construction and roadway improvements are in progress. Additional identified supplement work is critical for completing roadway improvements as intended for enhancing roadway operation and safety at this intersection. This cost was analyzed and determined to be reasonable and cost effective for the type of work being performed.
Financial Impact:	Funds are available in amount of \$31,668.84 in Engineering SPLOST IV & SPLOST VI (\$21,236.33 SPLOST IV-Resurfacing various roads & \$10,432.51 SPLOST VI-Resurfacing Contracts).
Alternatives:	Do not approve and find alternate funding to complete the improvements.
Recommendation:	Approve Construction Supplement (SA1) to Reeves Construction Company in the amount of \$31,668.84 for CR1502/Barton Chapel Road @ SR10/US&78 (Gordon Hwy) Improvements Project (PI# 0012868) for field conflict resolution modified improvements to construction. AE/Bid #23-183

Funds are available in the following accounts: (\$21,236.33) SPLOST IV - Resurfacing Various Roads
324-041110-54.14110 / 219824904-54.14110

(\$10,432.51) SPLOST VI - Resurfacing Contracts
328-041110-54.14110 / 219824904-54.14110

REVIEWED AND
APPROVED BY:

HM/sr



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Jones Alley Improvements - Preliminary & Final Design Services Phase

RFQ #24-162

File Reference: 24-014 (T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve funding (SA1) for Engineering Phases (Design & CST Plans) of the Design Consultant Services Agreement to Cranston LLC (Cranston) in the amount of \$120,125.00 for the Jones Street Roadway & Alley Improvements Project. AE/ RFQ 24-162
Background:	The purpose of this project is to enhance the functionality and aesthetically improve around the Augusta common area by enhancing the connectivity to commons, Augusta convention center and other businesses around it and keeping traffic and pedestrian functionality as a top priority. The scope of work includes review of previous improvements in vicinity of the project, previously develop layout validation, analysis, & development; preliminary construction plans, right-of-way plans, Surveying, electrical & lighting design, stakeholder coordination, and final construction plans. Proposed Jones Alley runs through existing building and scope also include limited Architectural Services for building structural support reconstruction and designing building enclosure on both sides of the proposed roadway. Augusta Engineering is taking a phased approach to complete final design and construction plans for this project. Concept phase is complete and the project is already proceeding with roadway improvements design & final construction plans
Analysis:	On August 20, 2024 Augusta Commission approved to move the project to the concept development phase. Concept phase is complete and transitioning to preliminary & final design phase. Supplemental professional engineering services and associated funding are need for completing the roadway improvements design and letting.
Financial Impact:	Funds are available in the project state allocated fund. PE allocated amount is \$160,000.00 and balance of \$120,125.60 available (220013211-5412110)
Alternatives:	1) Do not approve and find alternative to complete the project.
Recommendation:	Approve supplement (SA1) to Cranston LLC in the amount of \$120,15.00 for the Jones Street Roadway & Alley Improvements Project. AE/ RFQ 24-162

Funds are available in (\$120,125.60) 220013211-5412110 - Project State Funds
the following accounts:

REVIEWED AND HM/sr
APPROVED BY:

**AUGUSTA, GA ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Item 16.

Augusta Richmond County Project Number(s):	220-013211-54.12110
GDOT Number (s):	
Supplemental Agreement Number:	1
Purchase Order Number:	24ENG247

WHEREAS, We, **Cranston, LLC**, Consultant, entered into a contract with Augusta-Richmond County on July 21, 2023 for engineering design services associated with the improvements to **Jones Alley Improvements** Project, 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 Design for new roadway & pedestrian corridor between 9th St & the Augusta Common

It is agreed that as a result of the above described modifications the contract amount is increased by **\$120,125** from **\$39,874.41** to a new total of **\$159,999.41**.

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, **Cranston, LLC**, Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned item, 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 _____, 2025

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Cranston, LLC

Honorable Garnett L. Johnson, Mayor

Approved Date: _____

ATTEST:

Title:

Approved: Date:
[ATTACHED CORPORATE SEAL]
ATTEST:

Title:



CRANSTON

CranstonEngineering.com

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

May 13, 2025

Hameed Malik, Ph.D., P.E.
Director of Engineering
Augusta Engineering Department
452 Walker St., Suite 110
Augusta, GA 30901

Re: Jones Street Roadway and
Alley Improvements Fee Proposal
Cranston File: 2024-0328

Dear Dr. Malik

In accordance with your request, we are pleased to offer the following proposal for the roadway and pedestrian improvements along the Jones Street Alley between 9th Street and the Augusta Common. Cranston is currently finalizing concepts for the proposed improvements, which include roadway, pedestrian, and building reconstruction activities.

PROJECT DESCRIPTION

The Jones Street Alley Improvements include the design of a new roadway and pedestrian corridor between 9th Street and the Augusta Common. The project will increase overall connectivity between the Augusta Common and other downtown destinations such as the Augusta Convention Center and Reynolds Street parking deck. The scope of services include professional engineering and landscape architecture to prepare bid-ready construction drawings.

SCOPE OF WORK

We propose the following tasks.

TASK 1: FINAL ENGINEERING (50% COMPLETE)

- The Civil site design will be coordinated with all professional disciplines (Architectural, Electrical, and Structural). The engineering design services include time allocations for attending a project kick-off meeting and due diligence activities such as project start-up and review of design drawings for the adjacent site development project.
- Professional civil site design for the proposed development including grading, drainage, and utility improvements for the Jones Street Roadway and Alley Improvements.

TASK 2: FINAL ENGINEERING (90% COMPLETE)

- Cranston will prepare construction plans including, but not necessarily limited to the following elements: cover; notes and legend; site plan; site staking; grading and drainage; water distribution and wastewater collection; roadway, storm, and sanitary profiles; erosion and sediment control; and all respective civil details necessary for construction. Including electrical for site lighting, structural to penetrate and architectural to enclose two building structures at the Commons area.

TASK 3: PERMITTING

- Site plan submission to Augusta Richmond County for approval of the site plan. This includes any supplemental meetings, coordination, plan revisions, and re-submissions to the County as necessary to obtain approval to proceed with construction. Re-submissions due to significant changes by the Owner or the Design Team are not included. If necessary, we propose to complete these services on time and material (T&M) basis or at a pre-negotiated fee outside of this original agreement.

TASK 4: BIDDING

- Cranston will answer and coordinate with other design professionals all pre-bid questions, issue addendum/s and attend bid opening.

ASSUMPTIONS & EXCLUSIONS

- Geotechnical and/or environmental services are excluded.
- Survey services were previously contracted during the Concept Phase. Additional survey or utility location services are not included in this scope of work.
- We understand that roadway improvements between 9th Street and Macartan Street are not included based on budget limitations.
- Any services not expressly included in this proposal are excluded. Additional services may be provided on a time and material basis or as a separate agreement upon request.

Augusta Engineering Department
May 13, 2025
Page **3** of **3**

FEE PROPOSAL

We propose to complete the proposed engineering services by task as follows.

TASK	DESCRIPTION	PROPOSED FEE (\$)
Task 1	Final Engineering (50% Complete)	\$ 65,460.00
Task 2	Final Engineering (90% Complete)	\$ 43,975.00
Task 3	Permitting	\$ 5,775.00
Task 4	Bidding	\$ 4,915.00
Basic Services Total		\$ 120,125.00
ADDITIONAL SERVICES		
Task 5	Construction Administration T&M \$3,500/month x 10	\$ 35,000.00
Task 6	NPDES Services \$1100/month x 10	\$ 11,000.00

TIME OF COMPLETION

Schedule-estimate*

- Concept – complete = May 2025*
- Notice to Proceed with Final Engineering = May 2025*
- Final Engineering and R/W Acquisition = May through August*
- Advertisement and Bid Offering = August through October*
- Construction = January 2026 through September 2026*

We appreciate the opportunity to submit this proposal and trust that you find it satisfactory. Should you have any questions concerning this proposal, please do not hesitate to give us a call.

Sincerely,

CRANSTON LLC



Scott Davis, PLA
Project Manager



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Broad Street Improvements Project

TIA Project Number: RC07-000107 / PI#0011382

RFQ #22-167

File Reference: 25-014 (T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Construction Contract supplement (CO1) to E R Snell Contactor, Inc. in the amount of \$1,000,000.00 for subsurface utilities conflicts & unsuitable material improvements construction for Transportation Investment Act (TIA) Project, Broad Street Improvements Project. AE/ RFQ 22-167
Background:	<p>The Broad Street Improvements are projects from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. This is a Band 3 project. The improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. Improvements also include James Brown Linear Park. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping and lighting will be provided, where possible, to enhance pedestrian use and improvement roadway aesthetics.</p> <p>On Augusta 1, 2023, Augusta Commission awarded the project construction contract to ER Snell Contractor, Inc. The project will be constructed in phases and presently the roadway segment between 15th Street & 13th Street is in-construction. It is a full-depth road improvement and during construction unforeseen unsuitable material and multiple water & sewer utilities conflicts were encountered requiring mitigation to complete road improvements. This is a supplement construction to the primary contracted improvements and its completion with road improvements is necessary for safe management of respective services and safety of newly constructed road.</p>
Analysis:	The project is under construction and roadway improvements are in progress. Additional identified supplement work is critical for completing roadway improvements for enhancing roadway operation and safety. Funds are added to maintain the project construction schedule and resolve the aforementioned conflicts presently encountered and may encounter as construction progress beyond ST. Sebastian intersection. ER Snell submitted unit cost was analyzed

and determined to be reasonable and cost effective for the type of work performed.

Financial Impact: Funds in amount of \$1,000,000.00 available in TIA-Discretionary funds.

Alternatives: 1) Do not approve and find alternative to complete utilities conflicts and unsuitable material supplemental construction and meet TIA project completion schedule.

Recommendation: Approve Construction Contract supplement (SA1) to E R Snell Contactor, Inc. in the amount of \$1,000,000.00 for subsurface utilities conflicts & unsuitable material improvements construction for Transportation Investment Act (TIA) Project, Broad Street Improvements Project. AE/ RFQ 22-167

Funds are available in the following accounts: (\$1,000,000) 236-041110-54.14110 - TIA-Discretionary

REVIEWED AND
APPROVED BY: HM/sr

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM****TO:** Darrell White, Interim Director, Procurement**FROM:**  Dr. Hameed Malik, Director, Engineering**DATE:** June 26, 2025**SUBJECT:** **Broad Street Improvements project**
Project No.: 11382
Purchase Order No: 23ENG272

Please approve Change Order 1 for supplemental funding for the Broad Street Improvements project, for PO: 22ENG101, for E. R. Snell in the amount of \$1,000,000. This supplemental funding is to cover the subsurface utilities conflict for Broad St.

It is agreed that as a result of the above described modifications the contract amount is increased by \$1,000,000 from \$60,613,333.83 to \$61,613,333.83.

Funding will come from account number:

(\$1,000,000) – 236041110-54.14110

Should you have any questions, please contact the department at 706-796-5040.

HM/sr

Attachment: CST Change Order 1 – Broad Street Improvements

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD



April 9, 2025

452 Walker Street
Suite 110
Augusta, GA 30901
Attn: Peter Adeleke

RE: City of Augusta
ERS Job: 50422-25
Geogrid Seg II

Dear Mr Adeleke,

Please see the following pricing for the Geogrid on Broad St. This pricing was requested by the COA due to the current site conditions in the full depth section between 15th and St Sebastian. Attached separately is additional information regarding the Geogrid specifications.

Description	Quantity	Units	Unit Price	Amount
Geogrid	5,515	SY	\$8.00	\$44,120.00
			TOTAL	\$44,120.00

Attachments/Additional Clarifications

1. Spec Sheet
2. 5,515 SY would cover entire area between 15th and St Sebastian
3. Pricing can be used in the next full depth section if found to be required due to poor soil conditions.

If any additional information is needed, please let me know.

Sincerely,
Richard Banks
Project Manager
E.R. Snell Contractors, INC

April 25, 2025

452 Walker Street
Suite 110
Augusta, GA 30901
Attn: Peter Adeleke

RE: City of Augusta
ERS Job: 50422-25
Full Depth Subgrade Undercut

Dear Mr Adeleke,

Per the request of the COA and Atlas, please see the following pricing for the undercuts per recommendation from Atlas. This pricing is to be used in the full depth section of the project between 15th and St Sebastian. If this situation were to arise in the next section, this pricing is to be used for that issue as well. Please see the following:

Biditem	GDOT Code	Description	Quantity	Unit	Bid Price	Bid Total
5	210-0250	UNDERCUT EXCAVATION - UP TO 750 CY AT \$18.00	750	CY	\$18.00	\$13,500.00
10	210-0250	UNDERCUT EXCAVATION - OVER 750 CY	1,506	CY	\$47.00	\$70,782.00
15	208-0200	6" ROCK EMBANKMENT	967	CY	\$118.50	\$114,589.50
20	207-0203	8" TP II BACKFILL	1,290	CY	\$114.00	\$147,060.00
25	603-7000	FILTER FABRIC	11,582	SY	\$8.80	\$101,921.60
					Total =	\$447,853.10

If any additional information is needed, please let me know.



Sincerely,
Richard Banks
Project Manager
E.R. Snell Contractors, INC



May 12, 2025

452 Walker Street
Suite 110
Augusta, GA 30901
Attn: Peter Adeleke

RE: City of Augusta
ERS Job: 50422-25 Full Depth Section
Full Depth 15th-13th Water & Sewer

Dear Mr Adeleke,

Per the request of the COA, please find the following narrative as a request for compensation on the anticipated Water & Sewer items between 15th and 13th St (Full Depth Section). Currently, our subcontractor has already began performing work in order to keep the project from not entirely being shut down. Due to what information has been received and current on-site conditions, ERS is estimating **\$400,000.00** be added to this section of the project for Water & Sewer items. While ERS does not anticipate this amount being fully utilized, this should cover enough of the work anticipated and additional work that will be required once construction crosses 13th St and allow the subcontractor to continue working while additional funding is discussed with the COA for the next areas of construction if needed. If any additional information is needed, please reach out via cell or email.

A handwritten signature in black ink, appearing to be "RB" followed by a flourish.

Sincerely,
Richard Banks
Project Manager
E.R. Snell Contractors, INC




ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

To: Augusta Commission & Administrator

From:  Hameed Malik, Director Engineering & Environmental Services

Date: June 21, 2025

Subject: 541 Solid Waste Management (Landfill) Operational Budget Amendment

This memo request is to amend Engineering & Environmental Services department 541-Solid Waste Management (Landfill) FY2025 budget, reason being stated below.

Augusta Solid Waste Facility (Landfill) served as temporary and permanent disposal site for Hurricane Helene vegetative and other debris. Facility operated at extended hours to accommodate Helene Debris management contractor, CERES, daily work schedule. Ceres work extended hours to meet deadline set for the Augusta, Georgia Federal & State hurricane Helene debris management expenses 100% reimbursement recovery. Acceptance of the hurricane Helene debris constituted an ongoing operational burden to the department during the acceptance/temporary storage phase (from initiation through final delivery of material) and will continue as an operational burden/expense as the material is processed for final use/reuse/recycled material, as required by the GAEPD regulatory requirements.

Budget: 541044210

Revenue Increase / 3441114	\$4,120,000
----------------------------	-------------

Expenses Increase	\$4,120,000
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S&W Overtime/ 5113110	\$400,000
Equipment Rental / 5224214	\$500,000
Contract Services / 5211120	\$400,000
Fuel / 5312720	\$150,000
Fuel / 5312710	\$5,000
R & M - Equipment / 5319130	\$450,000
R & M - Grounds	\$200,000
Machinery/Equipment / 5421110	\$2,000,000
Safety Supplies / 5311420	\$15,000



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Solid Waste Management (Landfill) FY 2025 Budget Amendment

File Reference: 25-014(A)

</

Funds available in Solid Waste Management increase revenue

REVIEWED AND
APPROVED BY:

HM/sr

Item 18.



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Solid Waste Facility Operations- Compressors Onsite Maintenance Service

QUINCY COMPRESSORS

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and authorize contracting Quincy COMPRESSOR through a sole source procurement for Solid Waste Facility (Facility) compressors maintenance Service Plan to keep the Facility in compliance with its regulatory permits. Also approve associated funding in the amount of \$56,232.71 per year to fund Quincy COMPRESSOR maintenance services. /AE
Background:	Solid Waste Facility is operating on several Quincy COMPRESSOR (Quincy) compressors. These compressors are integral parts of the Facility's regulatory compliance such as Leachate Management System operation & Equipment Maintenance Shop operation. Quincy, being sole source for the compressors installed at the Facility, is servicing these compressors presently. There is a continuous need for utilizing Quincy maintenance services. Under the Facility regulatory compliance requirements, the Leachate Management system needs to be operational all the time. Similarly, the equipment has to be adequately functional.
Analysis:	Functional & operational compressors are regulatory compliance requirements. Presently Quincy is providing the needed maintenance services. Being a sole source for onsite compressor maintenance, continuity of Quincy maintenance service is needed. Per the department assessment and review of Quincy a submitted "Complete Guardian Plan" is the best fit plan to meet the Facility's maintenance needs.
Financial Impact:	Waste Management operational budget. Funds in amount of \$56,232.71 are available in the Facility contract services operational budget (541044210/5211120).
Alternatives:	Not proposed.
Recommendation:	Approve and authorize contracting Quincy COMPRESSOR through a sole source procurement for Solid Waste Facility (Facility) compressors maintenance Service Plan to keep the Facility in compliance with its regulatory permits. Also approve associated funding in the amount of \$56,232.71 per year to fund Quincy COMPRESSOR maintenance services. /AE

Funds are available in the following accounts: (\$56,232.71) 541044210-52.11120 – Waste Management Operations budget

REVIEWED AND HM/sr
APPROVED BY:



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

Vendor: QUINCY'S E-Verify Number: 288616

Commodity: SERVICE AGREEMENT

Estimated annual expenditure for the above commodity or service: \$ 56,232.70

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.)
- X _____ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- _____ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- _____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name: HAMEED MALIK Department: ENGINEERING/ENV. SVC Date: 05/09/25

Department Head Signature:  Date: 5/14/25


Approval Authority:  Date: 6/30/25

Administrator Approval: (required not required) Date: _____

COMMENTS:

**ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT****Hameed Malik, Ph.D., P.E.
Director****MEMORANDUM**

TO: Darrell White
FROM: Hameed Malik, Ph.D., P.E.
Director
DATE: May 7, 2025
SUBJECT: Sole Source Justification



The Environmental Services Department is requesting a sole source to QUINCY COMPRESSORS for the Complete Guardian five-year service plan. This five-year service plan covers a variety of services and warranty for ESD Gas Plant which has two larger QGD 50 units and ESD Maintenance shop which has the QGD 30 unit. This plan will also cover supporting components which includes all dryers. The units installed are vital to the function and operation of both the Gas Plant and Maintenance shop to support operations and collections here at the landfill. This five-year service plan selected which covers all listed services ensures priority repair with minimal downtime with no additional cost to Augusta, Georgia. Units and components were purchased and installed by Quincy Compressor which is the sole supplier and servicer of the systems.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

LH

Attachment

Cc: File

LaWoun Howard
Maintenance Shop Manager

Engineering & Environmental Services Department
Solid Waste & Recycling Facility
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 – Fax (706) 592-3255
WWW.AUGUSTAGA.GOV



Performance you demand. Reliability you trust.™

Quotation

Customer: Augusta Land Fill
Contact: Lee Ruffin
Address: 4330 Deans Bridge Rd
30805 - Blythe

Account ID: 604233
Email: lruffin@augusta.gov
Phone: 706-339-2050

Quote Date: 04/25/25
Quote Number: 68080536

**Quote Expiration
Date:** 07/23/25

Lee Ruffin,

Thank you for the opportunity to provide you with a quotation for a Quincy Compressor Guardian Plan. As the success of your business is directly linked to your production uptime and equipment availability, increasing system efficiency and reliability will directly provide you a strong financial return.

This CompleteGuardian proposal is specifically designed to extend the life of your equipment, while helping you lower your energy costs and increase overall efficiency with predictable costs.

We value your business and look forward to serving you in the near future. If you have any further questions, feel free to contact us at any time. We will be happy to provide you with additional information.

Sincerely,

Josh Harris
E-mail: josh.r.harris@quincycompressor.com
CTS Field Sales
Phone: 478-595-1124

See page 3 for Pricing



A handwritten signature in dark ink, appearing to be 'JH' or similar initials.



Performance you demand. Reliability you trust.™

The Quincy Difference



At Quincy Compressor we believe in starting and nurturing strong relationships with our employees, partners, and customers. We achieve this through the legendary reliability and high efficiency of our products, the flexibility of our service, and the continuous investment in our customers and employees. From our 97+ years of experience we understand that trust takes time to build, seconds to break, and years to repair. We're here to build your trust and earn your business.

Quincy Compressor Service is designed so that we take care of your business – so you can easily go about yours.



EXPERTISE

Your business demands reliability and efficiency from the technology that powers it, and your compressor must stay maintained against today's increasing production demands; and that is precisely what Quincy service can do for you. We together manage your assets, operations, and risk to deliver the desired business results needed to excel.



TECHNOLOGY

With ICONS you can predict potential problems before they occur. You will have the ability to monitor your system and guarantee the right service at the right time. This will allow you to see how and where your system can be optimized to increase efficiency.



FLEXIBILITY

Because Quincy Service Agreements are designed specifically for your business, it helps you optimize the performance of your investment and maximize your competitiveness. Components from Quincy's range of services can be freely combined to include the options that best meet your site conditions and needs.



SAFETY

With all Quincy service operations, the primary focus is the safety of personnel and equipment. Quincy employees are trained in accordance with requirements of OSHA and are outfitted with all required Personal Protective equipment (PPE) needed to perform our field service tasks.



OPTIMIZING PLANT AVAILABILITY

You must constantly optimize the performance of your process to improve the efficiency of your plants. The Quincy service team helps you tackle challenges relating to productivity, availability and security as well as cost and energy efficiency. Besides drawing on a wealth of expertise to advise you, the team handles project management and does any necessary work specified in the service agreement.



Agreement Summary

A maintenance agreement is ideal for customers who want to devote key resources to their core business, while enjoying fixed maintenance costs and reduced risk for downtime. You can be assured, that when you choose a Complete GuardianPlan your equipment will remain in optimal condition while optimizing availability.

Start Date: 04/25/25

Quote Number: 68080536

Customer #: 604233

Machine	Serial Number	Service Type	Hours/Year	Visits/Year	Duration/Years	Annual Price
QGD 50 100-150 psig - Yearly Visit Schedule: ABABABAD 5 Year Visit Schedule: ABABABADAB	API059565	Complete Guardian	8000	2.00	5	\$ 16157.68
QGD 50 100-150 psig - Yearly Visit Schedule: ABABABAD 5 Year Visit Schedule: ABABABADAB	API059566	Complete Guardian	8000	2.00	5	\$ 16157.68
QOCS 636 Yearly Visit Schedule: A 5 Year Visit Schedule: AAAAA	101182	Complete Guardian	4000	1.00	5	\$ 2961.16
QCMD 265 Yearly Visit Schedule: ABACABACABACAD 5 Year Visit Schedule: ABACABACAB	API151978	Complete Guardian	8000	2.00	5	\$ 14656.53
QGD 30 FF - Yearly Visit Schedule: AB 5 Year Visit Schedule: ABABA	ITJ909206	Protective Guardian	4000	1.00	5	\$ 3127.52
QPNC 184 Yearly Visit Schedule: BBBBBB 5 Year Visit Schedule: BBBBBB	ITJ881030	Protective Guardian	2000	1.00	5	\$ 998.15
QCS 450 Yearly Visit Schedule: A 5 Year Visit Schedule: AAAAA		Complete Guardian	4000	1.00	5	\$ 2173.99
Total Annual Price:						\$ 56232.70

Please see page 6 for explanation of (A/B/C/D/I) maintenance intervals.



Performance you demand. Reliability you trust.™

Quote Number: 68080536

Additional conditions and information about your Guardian Plan

- Freight on PM Parts and Oil is included throughout the duration of the service plan.
- All pricing is held firm for the duration of the PO for Quincy equipment only.
- Agreements can only be for the length of PO validity- All PO renewals constitute the end of the agreement. New agreements will need to be quoted and approved.
- In a CompleteGuardian labor, parts, and travel for breakdown of components within the scope of the machine are covered while the agreement is valid.
- Customer must make the compressor available for an overhaul and other proactive repair when needed, in case of a breakdown due to lack availability for proactive maintenance, the customer assumes responsibility for the repair costs.
- Agreements may be cancelled by either party with a 60-day written notice.
- After an overhaul is performed, the agreement can only be cancelled by paying the full amount for the overhaul maintenance.
- Alternative air supply is not covered unless specified.
- Breakdowns and repairs caused by negligence, abuse, operation outside specified parameters and due to maintenance due over 60 days are not covered under this agreement.
- Local taxes may apply.
- Payment term NET 30 days.
- Billing options can be fulfilled Monthly, Quarterly, Semi-Annually, or in full. Invoicing will happen independently of the service performance date.
- Hardcopy PO must accompany this completed quote, before job can be opened.
- Invoicing will happen independently of the service performance date.

Invoice Frequency

<input type="checkbox"/> Annually	<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly
\$ 56232.70	\$ 28116.35	\$ 14058.18	\$ 4686.06

Agreement Duration

<input type="checkbox"/> 1yr	<input type="checkbox"/> 3yr	<input type="checkbox"/> 5yr
------------------------------	------------------------------	------------------------------

By signing the agreement below, you are consenting to all the terms and conditions, scope of work, and permitting services to be rendered.

Signature_____
Customer P.O. Number_____
Date



Performance you demand. Reliability you trust.™

Quote Number: 68080536

Customer Savings



Estimated yearly increase

4.5%

Yearly Plan Price

\$ 56232.70

	PO or Agreement Duration		
	1 yr.	3 yrs.	5 yrs.
1st year	\$ 56232.70	\$ 56232.70	\$ 56232.70
2nd year	\$ 58763.17	\$ 56232.70	\$ 56232.70
3rd year	\$ 61407.51	\$ 56232.70	\$ 56232.70
4th year	\$ 64170.85	\$ 64170.85	\$ 56232.70
5th year	\$ 67058.56	\$ 64170.85	\$ 56232.70
Totals for the period	\$ 307632.79	\$ 297039.79	\$ 281163.50
Savings over 5 years		\$ 10593.00	\$ 26469.29
		3%	9%



Performance you demand. Reliability you trust.™

Service Plan Options

Quote Number: 68080536

Benefits of Counting on Quincy	Parts Guardian	Preventive Guardian	Complete Guardian
Machine Inspection		X	X
Detailed Visit Reports with Recommendations		X	X
All Parts and Lubricants Required for Preventive Maintenance	X	X	X
Labor for Preventive Maintenance		X	X
Travel & Mileage Included		X	X
Automatic Visit Scheduling	X	X	X
Automated Parts Ordering with Shipping Included	X	X	X
Reliability Related Product Updates	X	X	X
Priority Service	High	Higher	Highest
Remote Monitoring (ICONS)	Optional	Optional	X
Overhaul Cost Included		Optional	X
Additional Service Warranty		X	X
Guaranteed Factory Warranty Compliance	X	X	X
Bumper-2-Bumper Coverage			X
Breakdown Parts & Lubricant Included			X
Breakdown Labor Included			X
Breakdown Travel & Mileage Included			X
Active Monitoring & Performance Follow Up			X
Fixed Yearly Price for Agreement Duration	X	X	X

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION**

ENGINEERING & ENVIRONMENTAL SERVICES

53-11110

541 04 4210

R & M - LF Gas Plant

UPWARD

DEPARTMENT NAME

ORG. KEY & OBJECT CODE

OBJECT CODE DESCRIPTION

REQUESTOR/SIGNATURE

DIRECTOR/DENIGATE - SIGNATURE

QUINCY

QUINCY

QUINCY

VENDOR #2

VENDOR #3

REQUISITION NO

REQUISITION DATE

PURCHASE ORDER NO

PURCHASE ORDER DATE

05-09-2025

SOLE SOURCE

CONTACT

QUINCY

UNIT PRICE

UNIT PRICE

ITEM NO

DESCRIPTION

ITEM NO.

QUANTITY

UNIT PRICE

TOTAL PRICE

UNIT PRICE

TOTAL PRICE

1 COMPRESSOR #QGD 50 100-150, COMPLETE GUARDIAN SERVICE

2 COMPRESSOR QGD 50 100-150, COMPLETE GUARDIAN SERVICE

3 COMPRESSOR #QKCS 636, COMPLETE GUARDIAN SERVICE

4 COMPRESSOR #QCMD 265, COMPLETE GUARDIAN SERVICE

5 COMPRESSOR #QGD 30 FF, PROTECTIVE GUARDIAN

6 COMPRESSOR #QPC 184, PROTECTIVE GUARDIAN

7 COMPRESSOR QCS 450, COMPLETE GUARDIAN

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12 QUOTE #68080536

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26

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28

29

BID WITHOUT SHIPPING

SHIPPING CHARGES

TOTAL BID WITH SHIPPING

\$ 56,232.71

\$ -

\$ 56,232.71

\$ -

\$ -

\$ -

\$ -

\$ -

Work Order #

Asset #

Description

PURPOSE OF REQUISITION

SERVICE AGREEMENT ON ALL COMPRESSORS HERE AT THE LANDFILL



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Hurricane Helene Debris Removal Monitoring Services-

Supplement Funding – Supplement 6

RFP: 24-916

File Reference: 25-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplement funding (supplement 6) in amount not to exceed \$350,000.00 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916
Background:	Hurricane Helene passed through Augusta-Richmond (ARC) the last week in (September 26-27, 2024). The entire ARC service area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Emergency response was initiated immediately utilizing inhouse forces and contract services that are extension of Augusta Engineering Infrastructure Maintenance program. Given disaster magnitude, Augusta mobilized CERES and GMC under emergency contract for removal & monitoring of debris from roadways and removal monitoring, simultaneous as required by FEMA for federal reimbursement of such expenses. In addition, Augusta, Georgia initiated request for proposals (RFP) to select disaster debris removal and monitoring contractors for continuity of services beyond the emergency contract period and similar services future needs. GMC was the selected firm based on RFP evaluation & selection criteria. On January 7, 2025, Augusta Commission awarded disaster debris monitoring services contract to GMC. GMC ongoing services under emergency contract transitioned to this new contract effective January 1, 2025.
Analysis:	FEMA requires disaster debris removal shall be monitored and removed volume documented by a specialized monitoring firm. GMC is providing such monitoring services soon after Hurricane passed through ARC. GMC presently providing services under RFP 25-916. To cover cost of such services, current not to authorized amount is \$8,728,000.00. Debris removal is still ongoing and additions funds are needed for continuity of uninterrupted monitoring services. This supplement (supplement 6) addition brings not to exceed total amount \$9,078,000.00.

Financial Impact: Funds – General Fund fund-balance. Reimbursement breakdown is. 75% FEMA, 12.5% State, and balance 12.5% Augusta, GA has to cover.

Alternatives: N/A

Recommendation: Approve supplement funding (supplement 6) in amount not to exceed \$350,000.00 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916

Funds are available in the following accounts: ((\$350,000) General Fund Balance – 220-041252-52.21113/814000003-52.121113

REVIEWED AND APPROVED BY: HM/sr



Engineering Services Committee Meeting

Meeting Date: 7/08/2025

Drinking Water State Revolving Fund (DWSRF) loan award for Inventory and Service Line Replacement of the Drinking Water System and Resolution of Governing Body

Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	Motion to approve a Drinking Water State Revolving Fund (DWSRF) loan award between the Georgia Environmental Finance Authority (GEFA) and Augusta, Georgia for inventory and replacement of water service lines throughout the drinking water system and the Resolution of the Governing Body.
Background:	The Drinking Water State Revolving Fund (DWSRF) loan will be used in conjunction with other department resources to refine the inventory and implement replacement of the Augusta Drinking Water System's service lines to comply with the Environmental Protection Agency (EPA) Revised Lead and Copper Rule for water service line materials.
Analysis:	Augusta Utilities Department has been awarded a \$11,250,000.00 loan through the Drinking Water State Revolving Fund (DWSRF) to refine and compile a Drinking Water System Service Line Inventory and make the necessary service line replacements to the water system. These funds will allow Augusta Utilities to field investigate, provide public outreach & education, deploy resources and assets for modeling, and the installation of the water service lines identified for replacement.
Financial Impact:	This loan is in the amount of \$11,250,000.00 with principal forgiveness funding in the amount of \$5,625,000.00.
Alternatives:	Deny the loan agreement.
Recommendation:	Approve submission of the loan application
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



GEFA ACH AUTHORIZATION FORM

INVOICE/LOAN NUMBER (Enter "ALL" for all accounts with GEFA, if desired)

LSLR2022069

Vendor Legal Name

AUGUSTA-RICHMOND COUNTY

Doing Business As (DBA)

FEI #

DUNS #

SAM UEI #

SAM CAGE Code

E-Verify #

E-Verify Date

DISADVANTAGED
ENTERPRISES
DBE
Yes ☐
No ☐

VENDOR INFORMATION

Mailing address street
number or post office box
number, include suite
number if applicable

City

State

Zip Code

Phone #

Primary Contact Name

Contact 1 Email

Secondary Contact Name

Contact 2 Email

BANKING DETAILS

All vendors are required to receive payment via Automated Clearing House (ACH). Loan recipients are required to repay loans via ACH debit when construction projects are complete.

ABA/Routing #

Bank Account #

Bank Name

Bank Phone #

Use same information above for loan repayment ACH debit?

Yes ☐

No ☐

If no, complete loan repayment ACH
debit bank account info below.

Complete this section only if you are using a different bank account for loan repayment ACH debits.

ABA/Routing #

Bank Account #

Bank Name

Bank Phone #

Advice Email 1

Advice Email 2

We are limited to two email addresses for (re)payment
advice notifications and encourage use of distribution email
accounts, if additional contacts are required.

Authorized Signature
(electronic signature is allowed)

Print Name

Date Signed

INSTRUCTIONS FOR COMPLETING THIS FORM ARE AVAILABLE ON OUR WEBSITE AT GEFA.GEORGIA.GOV. PLEASE EMAIL THIS FORM ALONG
WITH A COMPLETED CURRENT YEAR W9 TO FINANCE@GEFA.GA.GOV.

LETTER TO BE PREPARED BY YOUR ACCOUNTANT**SAMPLE ACCOUNTANT'S LETTER****Date**

Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Dear Sirs:

We have examined the financial statements of the funds and account groups of (Name of Jurisdiction), Georgia, as of (Date of last audit) and the related statements of revenues and expenditures and changes in fund balances or retained earnings for the (Name of Jurisdiction).

In connection with the abovementioned financial statements:

1. We are independent certified public accountants with respect to (Name of Jurisdiction), Georgia, within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants.
2. We have not examined any financial statements for (Name of Jurisdiction) for any period subsequent to (Date of last audit).
3. For purposes of this letter, we have read the minutes of the meetings of the (Name of Jurisdiction) since (Beginning date of new fiscal year); officials of the (city/county) have informed us that the minutes of all meetings through the date of this letter were set forth therein and have performed other procedures as follows:
 - (a) Read the unaudited interim operating statements prepared by the (Name of Jurisdiction); and
 - (b) Made inquiries of (Name of Jurisdiction) officials who have responsibility for financial and accounting matters.

The foregoing procedures do not constitute an examination made in accordance with generally accepted auditing standards. Also, they would not necessarily reveal matters of significance with respect to the comments in the following paragraph.

Accordingly, we make no representation regarding the sufficiency of the foregoing procedures for your purposes.

4. Nothing came to our attention as a result of the foregoing procedures that caused us to believe that:
 - (a) As of the date of this letter there were any significant changes in the fund balances/net position of the (Name of funds) fund(s) as compared with the fund balances/net position as of (Date of last audit); or
 - (b) For the period from (Date of last audit) to the date of this letter there was any significant decrease in the total revenues of the (Name of Jurisdiction) compared with the corresponding period in the preceding year, except for changes in recurring or non-recurring federal or state grants or other programs over which the (Name of Jurisdiction) has no control.
5. This letter is solely for the information of, and assistance to, the Georgia Environmental Finance Authority (GEFA) in conducting and documenting their investigation of the affairs of (Name of Jurisdiction) in connection with the Georgia Environmental Finance Loan Application and is not to be used, circulated, quoted or otherwise referred to within or without the Georgia Environmental Finance Authority for any other purpose except that reference may be made to it in the Georgia Environmental Finance Authority financing contract or in any list of closing documents pertaining to the offering of an environmental facility loan to (Name of Jurisdiction).

Very truly yours,

Signature

Printed Name

Date

Instructions for Form 8038-G

(Rev. October 2021)



Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to [IRS.gov/Form8038G](https://www.irs.gov/Form8038G).

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
\$100,000 or more	a separate Form 8038-G for each issue.
less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to [IRS.gov/PDS](https://www.irs.gov/PDS) for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to [IRS.gov/PDSstreetAddresses](https://www.irs.gov/PDSstreetAddresses).



PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase

agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property), **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and **(b)** exceeds the lesser of 5% of the proceeds or \$5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding

sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of the available construction proceeds of the issue that do not meet certain spending requirements as of the close of each 6-month period after the date the bonds were issued. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you

are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at [IRS.gov/EIN](https://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. **Do not** check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in

exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for

example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5)(iv) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. Subject to certain exceptions under Regulations section 1.150-2(f), an issuer must adopt an official intent, as described in Regulations section 1.150-2(e), to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure.

Enter the date the official intent was adopted.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who

prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating

to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on the individual circumstances. The estimated burden for tax-exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [IRS.gov/FormComments](https://www.irs.gov/FormComments).

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.

**AUTHORIZED SIGNATURE CARD
FOR DRAWDOWN OF PROCEEDS
UNDER GEFA PROGRAMS**

Name of Recipient:

AUGUSTA-RICHMOND CO

GEFA Project Number

LSLR2022069

SIGNATURES OF OFFICIALS AUTHORIZED TO DRAW ON THE CITED PROJECT

☐ ONLY ONE SIGNATURE REQUIRED ON PAYMENT VOUCHERS

OR

☐ ANY TWO SIGNATURES REQUIRED TO SIGN OR COUNTERSIGN

Typed Name and Signature

Typed Name and Signature

Typed Name and Signature

Typed Name and Signature

I certify that the signatures above are of the individuals authorized to request payment under the project cited above.
(The attesting official below cannot be one of the officials that is named above as authorized to sign draw requests)

SIGNATURE OF ATTESTING OFFICIAL (Recipient)

DATE



**Sign
Here**

ATTESTING
OFFICIAL *
CANNOT BE
ONE OF ABOVE
SIGNATURES

March 21, 2024

Mr. Sean Barr
Director of Engineering
Augusta Utilities Department
452 Walker St, Suite 200
Augusta, GA 30901

Re: Augusta Utilities Department – Loan No. LSLR2022069

Dear Mr. Barr:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund loan in the amount of \$11,250,000 on March 21, 2024. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

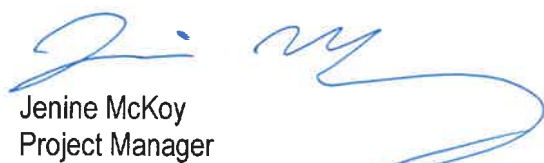
Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Principal Forgiveness Funding. If you have received principal forgiveness funding from GEFA, you should take note of the following unique aspects of your documents:
 - a. GEFA may award your project principal forgiveness in the amount of \$5,625,000, if all loan funds are drawn.
 - b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.
 - c. The 8038-G and Tax Certificate specify only the "unforgiven" portion (full amount minus principal forgiveness) of the loan, assuming the full value of the loan is disbursed.
2. Origination Fee. The origination fee is payable in one payment of \$168,750 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.

3. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.
4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$30,275.09 per month throughout the life of repayment.
7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement.

If you have any questions, please contact me at 404-584-1055 or jmckoy@gefa.ga.gov.

Sincerely,



Jenine McKoy
Project Manager

Recipient Execution ChecklistBorrower Name: AUGUSTA-RICHMOND COUNTYLoan Number: LSLR2022069

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents by **July 31, 2025**, the contract execution expiration date as outlined in item (13)(d) of the loan agreement.

(2) Loan Agreements

- ☐
- Both loan agreements are signed and marked with the borrower's seal

Exhibit E: Opinion of Borrower's Counsel

- ☐
- Signed, dated, and on the attorney's letterhead

Exhibit F: Resolution of Governing Body

- ☐
- Signed, dated, and marked with the borrower's seal.
- This resolution authorizes the signer and attester. The same people must sign all the documents.**

Promissory Note

- ☐
- Signed, dated, and marked with the borrower's seal

IRS 8038-G Form

- ☐
- Sections #3a, #3b, #10a, and #10b are completed
-
- ☐
- Signed and dated by the mayor, chairman, sole commissioner, or director

Tax Certificate

- ☐
- Signed, dated, and marked with the borrower's seal

Signature Card

- ☐
- Completed, box checked, attested (not one of the signers), and dated

Vendor Authorization for ACH Electronic Funds Transfer

- ☐
- Completed, signed, and dated with a voided check/deposit ticket attached

Letter from Borrower's Auditor

- ☐
- GEFA project manager will provide a template.

Project Performance Worksheet

- ☐
- <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>

AUGUSTA-RICHMOND COUNTY
Loan/Project No. LSLR2022069
PROMISSORY NOTE

\$11,250,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$11,250,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **TWO AND 67/100 PERCENT (2.67%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **MAY 1, 2030**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission

by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

AUGUSTA-RICHMOND COUNTY

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

SEAL

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name AUGUSTA-RICHMOND COUNTY		2 Issuer's employer identification number (EIN) 58-2204274	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 452 WALKER STREET, SUITE 200	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code AUGUSTA, GA 30901		7 Date of issue	
8 Name of issue Loan Agreement w/Georgia Environmental Finance Authority (GEFA)		9 CUSIP number LSLR2022069	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	5,625,000
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	3/1/2050	\$ 5,625,000	\$ 5,625,000	10.93 years	2.67 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	5,625,000
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	5,625,000

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check ☐ if self-employed PTIN _____

Firm's name ► _____ Firm's EIN ► _____

Firm's address ► _____ Phone no. _____

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: LSLR2022069

TAX CERTIFICATE

Certain terms that are used herein and that are defined or used in the Internal Revenue Code of 1986, as amended (the "Code"), or in the Treasury Regulations issued thereunder are explained in general terms in Exhibit I attached to this Certificate and made a part hereof. These terms have been marked with an asterisk.

The undersigned officials of **AUGUSTA-RICHMOND COUNTY** (the "Borrower") hereby certify that we are the duly appointed, qualified, and acting officials of the Borrower set forth under our respective signatures, and that we have all authority necessary to execute this Certificate on behalf of the Borrower, and we hereby certify for and on behalf of the Borrower that:

1. In General

1.1. We are familiar with the loan in the authorized principal amount not to exceed **\$5,625,000** the "Loan"), being made by the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to the Borrower pursuant to the terms of a Loan Agreement, dated the date hereof, between the Lender and the Borrower, for the purpose of providing funds that will be used to permanently finance the costs of certain replacements, additions, extensions, and improvements to the Borrower's environmental facilities (the "System"). The Loan is a draw-down loan, in which the Lender will advance loan amounts to the Borrower to pay for eligible costs only after such costs have been incurred by the Borrower. Proceeds of the Loan will not be invested before they are used to pay eligible costs. The Borrower reasonably expects to draw the full amount of the Loan to pay eligible costs within the 3-year period beginning on the "issue date."*

2. Private Activity Bond Test

2.1. Either (a) no more than ten percent of the proceeds of the Loan are to be used for any "private business use"; or

(b) the payment of the principal of, or the interest on, no more than ten percent of the proceeds of the Loan is (under the terms of the Loan or any underlying arrangement) directly or indirectly (1) secured by any interest in (A) property used or to be used for a "private business use,"* or (B) payments in respect of such property, or (2) to be derived from payments (whether or not to the Borrower) in respect of property, or borrowed money, used or to be used for a "private business use."*

2.2. No proceeds of the Loan are to be used for any "private business use,"* which use is not related to any "government use"* of such proceeds.

2.3. The proceeds of the Loan that are to be used for any "private business use"* will not exceed the proceeds of the Loan that are to be used for the "government use"* to which such "private business use"* relates.

2.4. The amount of the proceeds of the Loan that are to be used (directly or indirectly) to make or finance loans to persons other than "qualified users"* will not exceed the lesser of five percent of such proceeds or \$281,250.

2.5. Without limiting the general nature of the certifications set forth above, the Borrower certifies as follows:

(i) The Borrower will own and operate the System.

(ii) The System will be available for general public use.

(iii) Use of the System by any person other than a "qualified user"* will be on the same basis as use by other members of the general public. No portion of the services, facilities, and commodities provided by the System will be made available to any one customer (other than a "qualified user"*), or limited group of customers (other than "qualified users"*), on a basis other than the same basis as such services, facilities, and commodities are made available to the general public. The Borrower may, however, grant volume discounts to reasonable classifications of "private users,"* if other "private users"* in the same classifications are entitled to the same volume discounts.

(iv) The Borrower knows of no facts or circumstances surrounding the capital improvements to be financed by the Loan that would indicate that the primary purpose of the capital improvements to be financed by the Loan is to benefit one "private user"* or a limited number of "private users."*

3. Contracts and Other Arrangements

3.1. The Borrower has not entered into and will not enter into any output or take or take-or-pay contracts or other preferred arrangements with any entity other than a "qualified user"* with respect to the services, facilities, and commodities provided by the System.

3.2. The Borrower has not entered into and will not enter into any lease or other contract providing for use of the System with any entity other than a "qualified user."*

3.3. The Borrower has not entered into and will not enter into a "management contract"* involving the System with any entity other than a "qualified user,"* unless it is a "qualified management contract."*

3.4. The Borrower has not entered into and will not enter into any other arrangements with any entity other than a "qualified user"* that convey special legal entitlements to the services, facilities, and commodities provided by the System.

4. Section 149 Matters

4.1. The Loan is not and will not be "federally guaranteed."*

4.2. The Borrower reasonably expects that at least 85 percent of the spendable proceeds of the Loan will be used to carry out the governmental purposes of the Loan within the 3-year period beginning on the "issue date."* Not more than 50 percent of the proceeds of the Loan will be invested in nonpurpose investments having a substantially guaranteed yield for 4 years or more.

To the best of our knowledge, information, and belief, there are no other facts, estimates, or circumstances that would materially change any of the foregoing certifications. The representations contained in this Certificate are made for the benefit of the Lender and may be relied upon by the Lender in determining whether or not the interest on the Loan is subject to income taxation by the United States under existing statutes, regulations, and decisions.

Dated: _____

AUGUSTA-RICHMOND COUNTY

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

EXHIBIT I**DEFINITIONS**

The following definitions are furnished only as general guidelines. For complete definitions, competent tax counsel should be consulted.

"Eligible Expense Reimbursement Arrangement"

"Eligible expense reimbursement arrangement" means a "management contract"* under which the only compensation consists of reimbursements of actual and direct expenses paid by the "service provider"* to "unrelated parties"* and reasonable related administrative overhead expenses of the "service provider."*

"Federally Guaranteed"

(1) An obligation will be considered to be "federally guaranteed" if:

(a) the payment of principal or interest with respect to such obligation is guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof);

(b) such obligation is issued as part of an issue and 5% or more of the proceeds of such issue are to be -

(i) used in making loans the payment of principal or interest with respect to which are to be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), or

(ii) invested (directly or indirectly) in federally insured deposits or accounts; or

(c) the payment of principal or interest on such obligation is otherwise indirectly guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof).

(2) A federally insured deposit or account means any deposit or account in a financial institution to the extent such deposit or account is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally chartered corporation.

(3) An obligation will not be treated as federally guaranteed if the obligation is guaranteed by:

(a) the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Government National Mortgage Association; or

(b) the Student Loan Marketing Association.

(4) The provisions prohibiting an obligation from being federally guaranteed are inapplicable to:

(a) proceeds of an issue invested for an initial temporary period until such proceeds are needed for the purpose for which such issue was issued,

(b) investments of a bona fide debt service fund,

(c) investments of a reserve that meets the requirements of Section 148(d) of the Code,

(d) investments in bonds issued by the United States Treasury, or

(e) other investments permitted under regulations.

"Government Use"

"Government use" means any use other than a "private business use."*

"Issue Date"

"Issue date" means the first date on which the aggregate draws under the Loan exceed the lesser of \$281,250 or 5 percent of **\$5,625,000**.

"Managed Property"

"Managed property" means the portion of facilities or capital projects, including land, buildings, equipment, or other property, financed in whole or in part with proceeds of the Loan, with respect to which a "service provider"* provides services.

"Management Contract"

"Management contract" means a management, service, or incentive payment contract between the Borrower and a "service provider"* under which the "service provider"* provides services for a "managed property."* A "management contract"* does not include a contract or portion of a contract for the provision of services before a managed property is placed in service (for example, pre-operating services for construction design or construction management).

"Private Business Use"

"Private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a "qualified user."* For purposes of the preceding sentence, use as a member of the general public is not taken into account, and any activity carried on by a person other than a natural person is treated as a trade or business.

"Private User"

"Private user" means a person other than a "qualified user."*

"Qualified Management Contract"

"Qualified management contract" means a "management contract"* that (1) is an "eligible expense reimbursement arrangement"* or (2) meets all of the applicable requirements set forth in (a), (b), (c), (d), (e), and (f) below.

(a) General Financial Requirements.

(1) In general. The payments to the "service provider"* under the contract must be reasonable compensation for services rendered during the term of the contract. Compensation includes payments to reimburse actual and direct expenses paid by the "service provider"* and related administrative overhead expenses of the "service provider."*

(2) No net profit arrangements. The contract must not provide to the "service provider"* a share of net profits from the operation of the "managed property."* Compensation to the "service provider"* will not be treated as providing a share of net profits if no element of the compensation takes into account, or is contingent upon, either the "managed property's"* net profits or both the "managed property's"* revenues and expenses for any fiscal period. For this purpose, the elements of the compensation are the eligibility for, the amount of, and the timing of the payment of the compensation. Further, solely for purposes of determining whether the amount of the compensation meets the requirements of this paragraph (2), any reimbursements of actual and direct expenses paid by the "service provider"* to "unrelated parties"* are disregarded as compensation. Incentive compensation will not be treated as proving a share of net profits if the eligibility for the incentive compensation is determined by the "service provider's"* performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and the timing of the payment of the compensation meet the requirements of this paragraph (2).

(3) No bearing of net losses of the "managed property". The contract must not, in substance, impose upon the "service provider"* the burden of bearing any share of net losses from the operation of the "managed property."* An arrangement will not be treated as requiring the "service provider"* to bear a share of net losses if: (i) the determination of the amount of the "service provider's"* compensation and the amount of any expenses to be paid by the "service provider"* (and not reimbursed), separately and collectively, do not take into account either the "managed property's"* net losses or both the "managed property's"* revenues and expenses for any fiscal period; and (ii) the timing of the payment of

compensation is not contingent upon the “managed property’s” net losses. For example, a “service provider” whose compensation is reduced by a stated dollar amount (or one of multiple stated dollar amounts) for failure to keep the “managed property’s” expenses below a specified target (or one of multiple specified targets) will not be treated as bearing a share of net losses as a result of this reduction.

(b) Term of the Contract and Revisions. The term of the contract, including all “renewal options,” is no greater than the lesser of 30 years or 80 percent of the weighted average “reasonably expected economic life” of the “managed property.” A contract that is materially modified with respect to any matters relevant to this definition is retested under this definition as a new contract as of the date of the material modification.

(c) Control Over Use of the “Managed Property.” The Borrower must exercise a significant degree of control over the use of the “managed property.” This control requirement is met if the contract requires the Borrower to approve the annual budget of the “managed property,” capital expenditures with respect to the “managed property,” each disposition of property that is part of the “managed property,” rates charged for the use of the “managed property,” and the general nature and type of use of the “managed property” (for example, the type of services). For this purpose, for example, the Borrower may show approval of capital expenditures for the “managed property” by approving an annual budget for capital expenditures described by functional purpose and specific maximum amounts, and the Borrower may show approval of dispositions of property that is part of the “managed property” in a similar manner. Further, the Borrower may show approval of rates charged for use of the “managed property” by either expressly approving such rates (or the methodology for setting such rates) or by including in the contract a requirement that the “service provider” charge rates that are reasonable and customary as specifically determined by an independent third party.

(d) Risk of Loss of the “Managed Property.” The Borrower must bear the risk of loss upon damage or destruction of the “managed property” (for example, upon force majeure). The Borrower does not fail to meet this risk of loss requirement as a result of insuring against risk of loss through a third party or imposing upon the “service provider” a penalty for failure to operate the “managed property” in accordance with the standards set forth in the “management contract.”

(e) No Inconsistent Tax Position. The “service provider” must agree that it is not entitled to and will not take any tax position that is inconsistent with being a “service provider” to the Borrower with respect to the “managed property.” For example, the “service provider” must agree not to take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the “managed property.”

(f) No Circumstances Substantially Limiting Exercise of Rights. The “service provider”* must not have any role or relationship with the Borrower that, in effect, substantially limits the Borrower’s ability to exercise its rights under the contract, based on all the facts and circumstances. This requirement is satisfied if:

(1) no more than 20 percent of the voting power of the governing body of the Borrower in the aggregate is vested in the directors, officers, shareholders, partners, members, and employees of the “service provider”*;

(2) the governing body of the Borrower does not include the chief executive officer of the “service provider”* or the chairperson (or equivalent executive) of the “service provider’s”* governing body; and

(3) the chief executive officer of the “service provider”* is not the chief executive officer of the Borrower or any of the Borrower’s related parties (as defined in Treasury Regulation Section 1.150-1(b)). For purposes of the above, the phrase “service provider”* includes related parties (as defined in Treasury Regulation Section 1.150-1(b)) and the phrase “chief executive officer” includes a person with equivalent management responsibility.

“Qualified User”

“Qualified user” means a state or political subdivision of a state or any instrumentality thereof.

“Reasonably Expected Economic Life”

The average “reasonably expected economic life” of the “managed property”* shall be determined:

(i) by taking into account the respective costs of such “managed property”* and

(ii) as of the date on which the “managed property”* is “placed in service”* (or is expected to be “placed in service”*).

Land is not taken into account. The economic life of assets is to be determined on a case by case basis (although Revenue Procedure 62-21 and the ADR system where applicable may be used to establish the economic lives of structures and other assets, respectively).

“Renewal Option”

“Renewal option” means a provision under which either party has a legally enforceable right to renew the contract. Thus, for example, a provision under which a

contract is automatically renewed for 1-year periods absent cancellation by either party is not a renewal option (even if it is expected to be renewed).

“Service Provider”

“Service provider” means any person other than a “qualified user”^{*} that provides services to or for the benefit of the Borrower under a “management contract.”^{*}

“Unrelated Parties”

“Unrelated parties” means persons other than a related party (as defined in Treasury Regulation Section 1.150-1(b)) or a “service provider’s”^{*} employee.

**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

AUGUSTA-RICHMOND COUNTY

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this “**Agreement**”) dated _____, 20____, by and between **AUGUSTA-RICHMOND COUNTY**, a Georgia public body corporate and politic (the “**Borrower**”), whose address for purposes of this Agreement shall be **452 WALKER STREET, SUITE 200, AUGUSTA, GA 30901** and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the “**Lender**”), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334.

1. **Background** - The Lender desires to loan to the Borrower of **ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$11,250,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “**Fund**”) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the “**Project**”). The Environmental Protection Division (“**EPD**”) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the “**Plans and Specifications**”) for the Project prepared or to be prepared by the Borrower’s engineer (the “**Engineer**”), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the “**Loan**”) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **MAY 1, 2030**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$11,250,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender’s loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender’s commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower’s obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. **Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of zero and 0/100 percent (1.50%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. **Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any

person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an "**Advance**"), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the "**Credit Documents**") shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and

stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall

be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely

affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse

change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at

such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition,

construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or

hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the

performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **SEPTEMBER 21, 2024**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

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

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

Approved as to form:

By: _____
Borrower's Attorney

AUGUSTA-RICHMOND COUNTY

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**DRINKING WATER STATE REVOLVING
FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Hunter Hill
Executive Director

(SEAL)

**EXHIBIT A
PAGE 1 OF 3****DESCRIPTION OF THE PROJECT****SCOPE OF WORK**

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: LSLR2022069

Augusta-Richmond County seeks to conduct an inventory to identify existing lead service lines in its drinking water system through investigation activities, such as employee interviews, acquisition of tax records or engineering site plans, predictive and statistical modeling, field investigations, and/or potholing. During this process of identification, the county will begin to replace the existing lead service lines found within their distribution system.

EXHIBIT A
PAGE 2 OF 3

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: LSLR2022069

ITEM	TOTAL	DWSRF	OTHER CONTRIBUTIONS
Engineering & Administration	\$	\$	\$450,000
Service Line Investigation & Potholing	-	-	-
Devices & Equipment	-	-	-
Communication & Outreach Plan	-	-	-
LSL Replacement Plan	-	-	-
Sampling & Filters	-	-	-
Contingency	-	-	-
Other	-	-	-
TOTAL	\$11,700,000	\$11,250,000	\$450,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval with the exception of Devices & Equipment (which require Lender approval). In no event shall the Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

**EXHIBIT A
PAGE 3 OF 3****DESCRIPTION OF THE PROJECT****PROJECT SCHEDULE****Recipient: AUGUSTA-RICHMOND COUNTY****Loan Number: LSLR2022069**

ACTION	DATE
Plans & Specs Submitted to EPD	AUGUST 2025
Bid Opening	NOVEMBER 2025
Notice to Proceed	JANUARY 2026
Completion of Construction	JANUARY 2030

EXHIBIT B
PAGE 1 OF 3
AUGUSTA-RICHMOND COUNTY
LSLR2022069

SPECIMEN PROMISSORY NOTE

\$11,250,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$11,250,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **TWO AND 67/100 PERCENT (2.67%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **MAY 1, 2030**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

EXHIBIT B
PAGE 2 OF 3

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

EXHIBIT B
PAGE 3 OF 3

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, ____.

(SEAL)

AUGUSTA-RICHMOND COUNTY

By: SPECIMEN

Name:

Title:

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

By: SPECIMEN

Name:

Title:

**EXHIBIT C
PAGE 1 OF 2****BIDDING AND PRECONSTRUCTION REQUIREMENTS****Recipient: AUGUSTA-RICHMOND COUNTY****Loan Number: LSLR2022069**

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

EXHIBIT C
PAGE 2 OF 2

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

EXHIBIT D
PAGE 1 OF 6

STATE REQUIREMENTS

Recipient: **AUGUSTA-RICHMOND COUNTY**

Loan Number: **LSLR2022069**

None.

**EXHIBIT D
PAGE 2 OF 6****FEDERAL REQUIREMENTS****Recipient: AUGUSTA-RICHMOND COUNTY****Loan Number: LSLR2022069**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

EXHIBIT D
PAGE 3 OF 6

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

EXHIBIT D
PAGE 4 OF 6

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Forgiveness of Debt Service. In accordance with the Appropriations language, the Lender agrees to forgive **\$5,625,000** of this Loan, if all funds are drawn.

Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender's agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. Reserved.
12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

EXHIBIT D
PAGE 5 OF 6

financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

15. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
16. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

EXHIBIT D
PAGE 6 OF 6

FINANCIAL COVENANTS

Recipient: **AUGUSTA-RICHMOND COUNTY**

Loan Number: **LSLR2022069**

None.

EXHIBIT E
PAGE 1 OF 2**OPINION OF BORROWER'S COUNSEL**

(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the **AUGUSTA-RICHMOND COUNTY** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **LSLR2022069**, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.

3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.

4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

EXHIBIT E
PAGE 2 OF 2

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

EXHIBIT F

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: **AUGUSTA-RICHMOND COUNTY**

Loan Number: **LSLR2022069**

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$11,250,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.



(Signature of Person to Execute Documents) (Print Title)



(Signature of Person to Attest Documents) (Print Title)

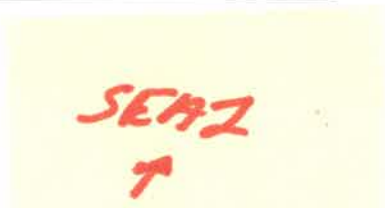
The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

(SEAL)

Secretary/Clerk





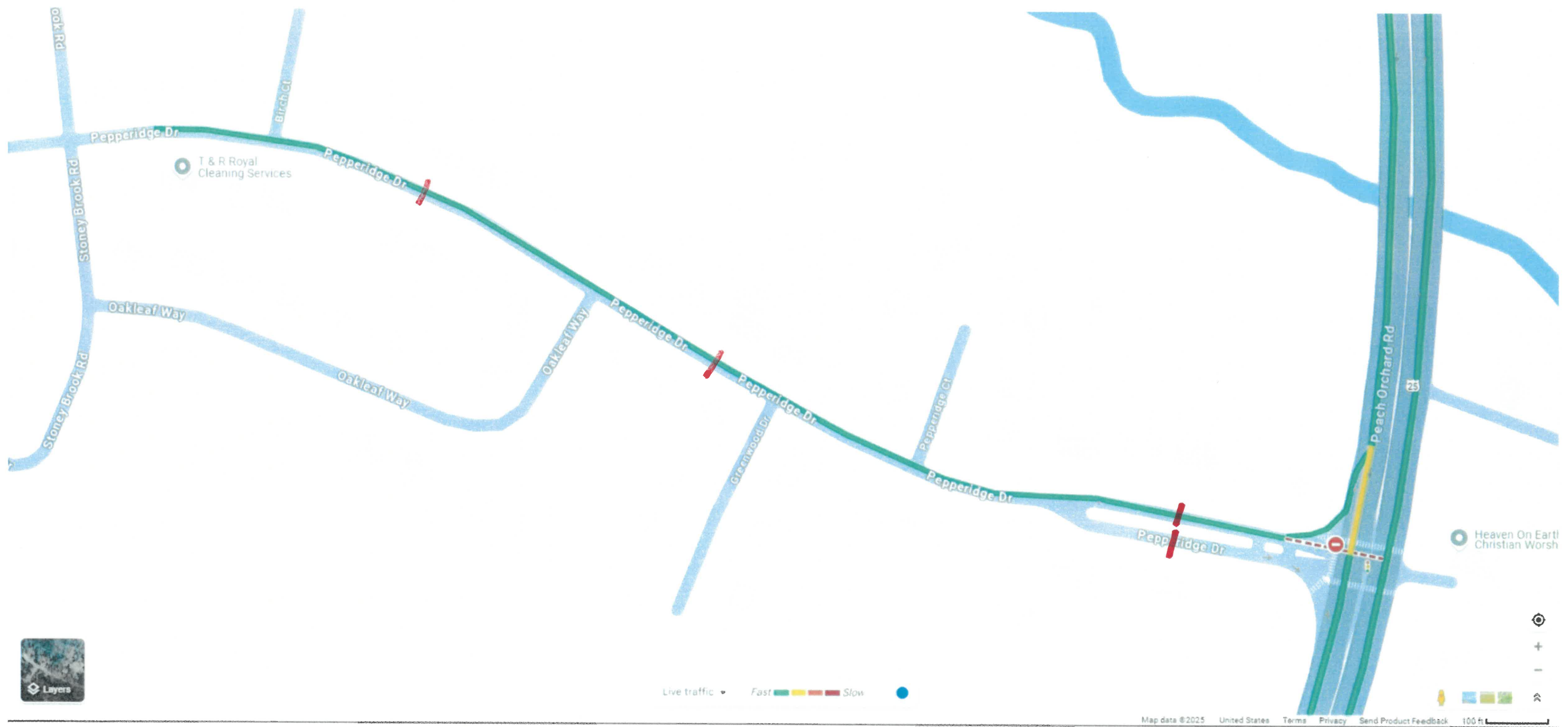


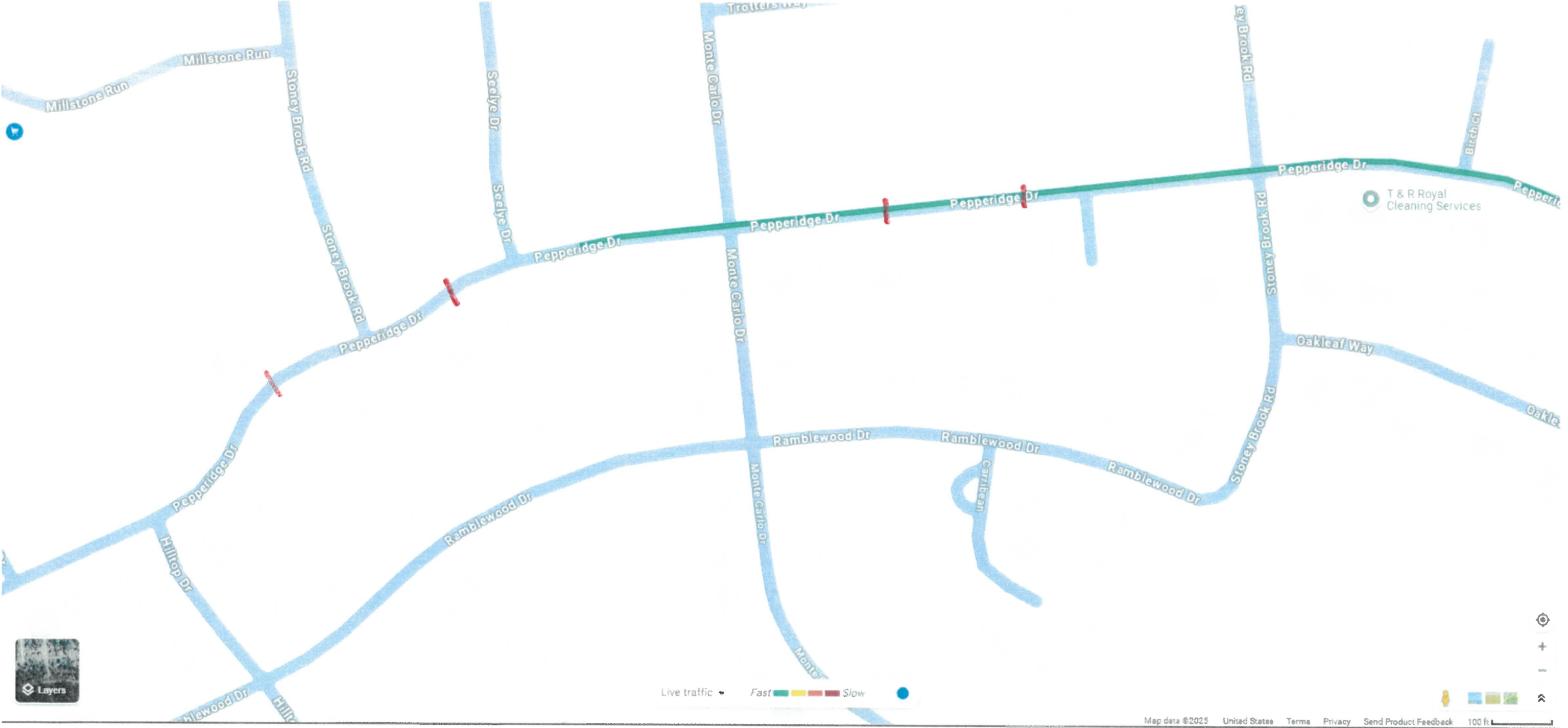
Engineering Services Committee Meeting

Meeting Date: July 8, 2025

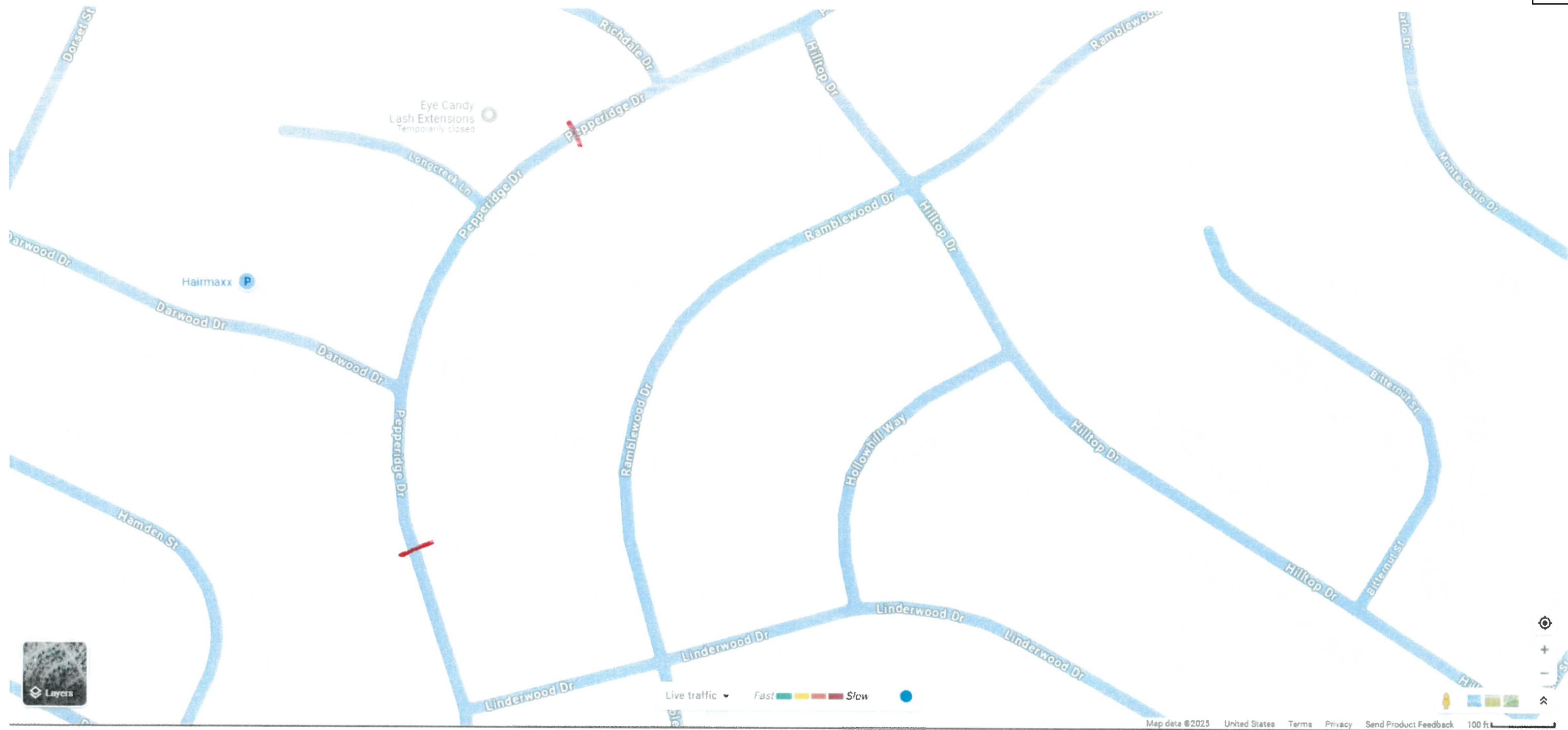
Speed Hump Request for Pepperidge Drive

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the installation of thirteen (13) speed humps along Pepperidge Drive between Peach Orchard Road and Lyonia Lane per adopted Augusta speed hump policy. Approve construction funds in the amount of \$65,000. /AE
Background:	The residents of this area requested to go through the speed hump process. The speed survey showed that the majority of the vehicles traveling along this street section were going 10 mph over the posted speed limit. Approximately 51% of the property owners adjacent to Pepperidge Drive signed the required petition. AE&ESD will install up to 13 speed humps per Augusta policy.
Analysis:	Based on current cost of materials and labor, the price to install one standard speed hump is approximately \$5,000. Per the adopted policy, thirteen (13) speed humps will be installed to calm traffic and reduce overall vehicle speeds. This total number of required speed humps exceeds the original understanding that each Commissioner would receive approximately four (4) each year. However, this is the only street that has made it through the process and been approved for speed hump installation this year. Funds from other Commission District will be utilized to complete this construction.
Financial Impact:	Adequate funds are available, and expenditures of this amount will leave enough funding for other traffic calming projects throughout the remainder of this fiscal year.
Alternatives:	Do not approve installation of speed humps along Pepperidge Drive.
Recommendation:	Approve the installation of thirteen (13) speed humps along Pepperidge Drive between Peach Orchard Road and Lyonia Lane at a cost of approximately \$65,000.
Funds are available in the following accounts:	(\$65,000) 101041710-5319160
<u>REVIEWED AND APPROVED BY:</u>	HM/sr

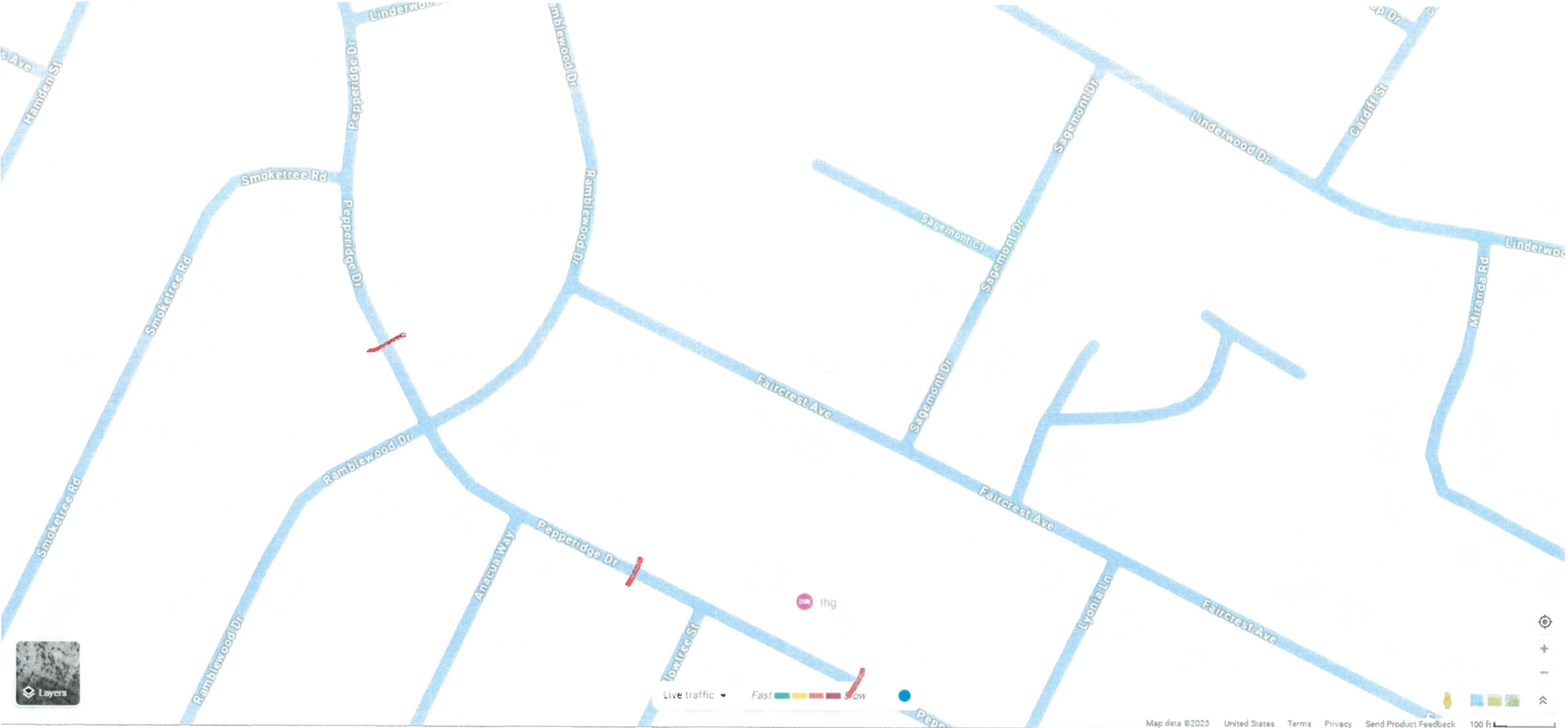




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Public Safety Committee Meeting

Meeting Date: July 8, 2025

FY26 CJCC JUVENILE JUSTICE INCENTIVE GRANT AWARD

Department:	Juvenile Court
Presenter:	Paige Ford
Caption:	Motion to accept the FY26 CJCC Juvenile Justice Incentive grant award in the amount of \$700,000.
Background:	Award provides funding for evidence base curriculum and education services for juveniles in Juvenile Court.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	220022664
<u>REVIEWED AND APPROVED BY:</u>	N/A

Victoria Ford

From: Stephanie Mikkelsen <SMikkelsen@cjcc.ga.gov>
Sent: Friday, June 27, 2025 4:17 PM
To: Victoria Ford
Cc: Laura Oropeza
Subject: [EXTERNAL] FY26 JJIG Award Notification

Good Afternoon,
Congratulations. It's my pleasure to inform you that the Criminal Justice Coordinating Council has awarded Richmond County a total of \$700,000 as part of the FY26 Juvenile Justice Incentive Grant Program.

Please login into the IGX System. You will see a request for an updated budget. We recommend you resubmit a budget as soon as possible – this does not have to be the final budget. This can be a place holder. After a new budget is submitted, we can make the activate the award in the system. At that time, you will have 45 to accept the award packet (more directions to follow).

Thank you for your dedication to helping our youth and we look forward to continue working with you all!

Respectfully,
Stephanie

Stephanie Mikkelsen

Juvenile Justice Program Director

[Criminal Justice Coordinating Council](#)

104 Marietta St. NW, Suite 440, Atlanta, GA 30303

M: 404.275.6511 | VRI: 404.902.8826



[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.]

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

PR000576 JUVENILE FY26 JUVENILE JUSTICE INCENTIVE GRANT

In keeping with Georgia's goal of increasing public safety through a more effective juvenile system, CJCC offers this request for proposals seeking local juvenile justice projects that aim to reduce the number of youth served out of home. The Juvenile Justice Incentive Grant Program funding aims to develop programs that address the needs of youth who are typically committed to the Georgia Department of Juvenile Justice (DJJ). EBP - Thinking For A Change (T4C), Aggression Replacement Training (ART), MultiSystemic Therapy (MST), Trauma Focused Cognitive Behavioral Therapy (TF-CBT) and Seven Challenges (7C). NO LOCAL MATCH REQUIRED. NO EEO DEPT. REQUIRED.

Start Date: 07/01/2025

End Date: 06/30/2026

Submit Date: 05/02/2025

Department: 022

Juvenile Court

Cash Match?

N

Total Budgeted Amount: 713,184.40

Total Funding Agency:

713,184.40

Total Cash Match:

0.00

Sponsor: GM0012

Criminal Justice Coord Co

Sponsor Type: S

State

Purpose: 2

Serve Comm Juvenile Cts

Flow Thru ID: GM0012 Criminal Justice Coord Co

Contacts

Type	ID	Name	Phone
I	GMI028	Victoria Ford	(706)823-4424

Approvals

Type	By	Date
FA	J. FLYTHE	05/02/2025

Dept. Signature:

Grant Coordinator Signature:

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

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

☐ Deny the request

Finance Director

Date

5/2/2025

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

☐ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

5/8/25

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.



Public Safety Committee Meeting

Meeting Date: July 8, 2025

Tetra Tech Services for Hazard Mitigation Grant Program Assistance

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve Task Order for Hazard Mitigation Grant Program Support with a not-to-exceed amount of \$205,025.00 through Tetra Tech and allocate General Fund contingency for the project. RFP 24-917
Background:	<p>At its December 3, 2024 meeting, the Augusta Commission approved award of RFP 24-917 for Comprehensive Disaster Recovery and Cost Recovery Professional Services to Tetra Tech. The contract stipulates that task orders with specific not-to-exceed amounts will be issued for each engagement under the contract.</p> <p>The Hazard Mitigation Grant Program (HMGP) is a federal grant program to support projects that help mitigate against future disaster losses. HMGP funds are allocated through the Georgia Emergency Management Agency (GEMA) and will be awarded to subrecipients on a competitive basis.</p>
Analysis:	<p>After pre-application review by GEMA, Augusta plans to submit up to 14 HMGP project applications for Hurricane Helene. These potential projects are focused on increasing Augusta's resiliency in future disasters. They include flood prevention, stabilization, and redundancy projects for Augusta Utilities; emergency generators; hardening retrofits for fire and utility facilities; and redundant communications systems. The total cost for all potential projects is approximately \$109 million.</p> <p>HMGP applications are highly technical and complex. Staff propose to use Tetra Tech's mitigation grant team to assist with application development and review.</p>
Financial Impact:	<p>The proposed not-to-exceed cost of \$205,025.00 represents estimated time for application development. Application costs will be fully reimbursable for any awarded grants. Augusta will be billed for actual hours used.</p> <p>For awarded projects, the expected cost share is 75% Federal, 10% State, and 15% local. Depending on the project, Augusta's cost share would be funded through existing SPLOST projects, Fire Protection funds, or water & sewer capital funding.</p>
Alternatives:	Do not approve Tetra Tech services and attempt to develop applications with in-house resources; do not apply for HMGP funding.

Recommendation: To approve Task Order for Hazard Mitigation Grant Program Support with a not-to-exceed amount of \$205,025.00 through Tetra Tech and allocate General Fund contingency for the project. RFP 24-917

Funds are available in the following accounts: General Fund contingency

REVIEWED AND
APPROVED BY:

Mattie Sue Stevens, MPA
Assistant Administrator
535 Telfair Street, Suite 910
Augusta, GA 30901
Phone: (706)842-2806
E-Mail: mstevens@Augustaga.gov

July 1st, 2025

Hazard Mitigation Assistance (HMA) Quote for HMGP Assistance

Dear Ms. Stevens,

Tetra Tech is pleased to respond to the Augusta Richmond County's request for assistance with subapplication development assistance under FEMA's Hazard Mitigation Grant Program (HMGP). Please accept this letter quotation as our response and proposed Scope of Work (SOW).

This letter quote outlines Tetra Tech's proposed technical approach to completing this scope of work by phase. Should you have any questions or wish to discuss this matter further, please get in touch with the project manager, Gary O'Neal. He can be reached at 225.788.4434 or gary.oneal@tetrattech.com.

Technical Representative:

Gary O'Neal
2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: 225.788.4434
Gary.ONeal@TetraTech.com

Contractual Representative:

Ms. Betty Kamara
2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: 321-441-8511 | Fax: 321-441-8501
EMRR.contracts@tetrattech.com

Sincerely,

Tetra Tech, Inc.

Jonathan Burgiel
Business Unit President | Tetra Tech Disaster Recovery

Understanding

Tetra Tech understands that the Augusta Richmond County is seeking contractor support for the implementation of Hazard Mitigation Grant Program (HMGP) subapplication development for the recently declared Presidential Disaster in Georgia (FEMA DR- 4830-GA). **Tetra Tech recognizes the importance of these efforts in enhancing resilience initiatives in Kansas at the local level and is committed to providing the necessary expertise and services to implement these activities successfully.**

To meet the objectives outlined, Augusta requires a contractor who will pull from real-world experience to develop quality, fully documented subapplications, benefit cost analyses (BCAs) with all methodology narratives and supporting documentation included, proven processes for the resolution of Requests for Information (RFIs), and demonstrated experience and expertise in post-award grant management and closeout phases of approved HMGP Projects.

The following timelines and objectives outline the approach Tetra Tech intends to use to ensure the smooth, efficient implementation of Hazard Mitigation Grant Program funds for Augusta.

Timeline

The estimated period of performance (POP) for this quote shall end December 31st, 2025. The period of performance may be extended upon approval by both parties. To the extent the period of performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.

Project Approach

The following Tasks form the basis of the approach Tetra Tech proposes to support Augusta in these efforts:

- Task 1: Kickoff
- Task 2: Preparation of the Application(s)
- Task 3: Benefit Cost Analysis (BCA)
- Task 4: GIS Support and Analysis
- Task 5: Requests for Information (RFI)
- Task 6: Project Reviews

Task 1: Project Kickoff

Project Kickoff Meeting

Tetra Tech will organize and schedule an internal meeting with Augusta and the Tetra Tech project team. In the kickoff meeting with Augusta, we will introduce the team, discuss general project-management logistics and familiarize the Tetra Tech Team with the high-level elements of the Scope of Work (SOW) for each project.

Tetra Tech will then subsequently organize follow-up calls and meetings between the County stakeholders and Tetra Tech to collect data regarding SOW, Schedule, and Cost, along with clarifying questions on each. Timeframes and deadlines will be established along with main points of contact for the County and Tetra Tech, respectively. Regular meetings between stakeholders will then be organized subsequent to these initial kickoffs.

Table 1: Task 1 Deliverables

Task/Deliverable	Description
Internal Project Kickoff Meeting	One-hour virtual meeting to discuss the project scope, set the project schedule, and review/establish next steps between Tetra Tech & the County.
External Project Kickoff Meeting	One-hour virtual meeting to discuss scope, schedule and process between Tetra Tech and Augusta Richmond County as the subapplicant.
Project Kickoff Notes	Notes from the meeting, including action items and next steps for the project.

Task 2: Prepare the Application

Application Development

Tetra Tech will prepare the application by working with Augusta Richmond through its municipal departments, local stakeholders, along with applicable State and Federal agencies to gather information required and analyze the provided data. This information will be included in the subapplication. The documentation list below includes information that may be required for subapplication:

- Community information
- Hazard Mitigation Plan
- Scopes of work and budget estimates (to be provided by the subapplicants)
- Additional funding source information (if applicable)
- Required community executed documents (maintenance agreements, statement of assurances, declaration, and release)
- Project schedule scope and project implementation narrative
- Property specific documentation (such as property owner information, tax information, structure information and prior flood history)
- National Environmental Policy Act (NEPA) requirements (environmental/historical impacts and alternatives)
- Digital photographs
- Flood Insurance Rate Map (FIRM) information

Table 2: Task 2 Deliverables

Task/Deliverable	Description
Completed Subapplication(s)	Fully documented project subapplication(s) which adhere to programmatic requirements for DR-specific applicable HMA Guidance.

Task 3: Benefit Cost Analyses (BCA)

Benefit Cost Analysis (BCA) Development

Tetra Tech will utilize data provided by Augusta along with stakeholders to generate a Benefit Cost Analysis in the FEMA BCA ToolKit v6.0. Specific outputs from this Task will include:

- Creation of Benefit Cost Analysis (BCA) in FEMA BCA ToolKit v6.0
- Creation of BCA Memorandum (describing approach and methodology)
- If necessary, creation of BCA Cost Benefit Narrative in compliance with DR-applicable HMA Guidance
- Coordination with subapplicant and applicant during Task 2 for QA/QC purposes
- Perform edits/changes based on analysis (if required)

Table 3: Task 3 Deliverables

Task/Deliverable	Description
Benefit Cost Analyses (BCAs)	Fully documented Benefit Cost Analysis (BCA) with supporting documentation including BCA Memorandum which adheres to DR-specific applicable HMA Guidance (to be provided in .xls and .pdf formats).

Task 4: GIS Support and Analysis

GIS Support and Analysis

As a part of the overall Application Development for each project subapplication, required area/vicinity, flood and risk-reduction related maps will be required. Tetra Tech will review and analyze each subapplication to determine GIS needs and then generate GIS data necessary to generate fully supported subapplications and benefit cost analyses (BCA's).

Table 4: Task 4 Deliverables

Task/Deliverable	Description
Assess subapplications for GIS needs	Create list of all GIS needs for each project subapplication and corresponding Benefit Cost Analysis (BCA)
Map-Making and kmz file creation	Completed, fully supported subapplications and BCA's via kmz, shape files and GIS-generated maps in compliance with programmatic requirements for HMGP.

Task 5: RFI Process

Requests For Information (RFI) Process

As Requests for Information (RFIs) are received by Augusta for each subject subapplication from GEMA and FEMA Project Officers, Tetra Tech will review and analyze each RFI (programmatic, Environmental and Historical or EHP, and Benefit Cost Analysis or BCA), organize and schedule internal (virtual) meetings with Augusta and Tetra Tech to review. Tetra Tech will then work to promptly resolve RFI's by working with Augusta and city or county stakeholders alike.

Table 5: Task 5 Deliverables

Task/Deliverable	Description
Request For Information (RFI) Analysis	Feedback to Augusta based on review of each individual Request For Information (RFI).
RFI Response	Completed, fully supported RFI responses.
RFI Report	Monthly Reporting and tracking on all RFI's (nature of, efficiency of resolution, etc.).

Task 6: Subapplication Reviews

Review of County Subapplications

For nine (9) projects developed by Augusta County individually, Tetra Tech will review and analyze each programmatically, for Environmental and Historical or EHP concerns, and Benefit Cost Analysis (or BCA) perspective. These reviews will provide feedback on potential improvements to strengthen the submittals before being sent to GEMA.

Table 5: Task 5 Deliverables

Task/Deliverable	Description
Review of Project	Feedback to Augusta based on review of each individual project based on programmatic analysis, potential EHP concerns (if any) and Benefit Cost Analysis.
Feedback	Application Review Tool (ART) with feedback included
Review Tracker	Weekly updates to Review Tracker to translate progress and status for each reviewed project

Cost Summary

Table 6: Estimated Summary of All Task Cost Breakdown by Labor Category

Position (<i>Contract Title</i>)	Rate ^[1]	Number of Positions	Estimated Hours ^[2]	Total
TASK 1: KICKOFF				
Senior Subject Matter Expert	\$225.00	1	12.0	\$2,260.00
Senior Preparedness/Response/Recovery Consultants	\$170.00	3	16.0	\$2,720.00
Preparedness/Response/Recovery Consultants	\$140.00	2	8.0	\$1,120.00
Financial Analyst	\$105.00	1	5.0	\$315.00
SUBTOTAL				\$5,055.00
TASK 2: APPLICATION DEVELOPMENT				
Senior Subject Matter Expert	\$225.00	2	40.0	\$9,000.00
Senior Preparedness/Response/Recovery Consultants	\$170.00	2	160.0	\$14,200
Preparedness/Response/Recovery Consultants	\$140.00	2	260.0	\$36,400.00
FEMA Cost Recovery Specialist	\$125.00	1	80.0	\$10,000.00
Financial Analyst	\$105.00	1	3.0	\$315.00
Travel				\$4,265.00
SUBTOTAL				\$87,180.00
TASK 3: BCA DEVELOPMENT				

Position (Contract Title)	Rate ^[1]	Number of Positions	Estimated Hours ^[2]	Total
Senior Preparendess/Response/Recovery Consultants	\$170.00	1	120.0	\$20,400.00
Preparendess/Response/Recovery Consultants	\$140.00	2	80.0	\$11,200.00
Financial Analyst	\$105.00	1	3.5	\$315.00
SUBTOTAL				\$31,915.00
TASK 4: GIS SUPPORT AND ANALYSIS				
Preparendess/Response/Recovery Consultants	\$140.00	2	48.0	\$6,720.00
Financial Analyst	\$105.00	1	3.5	\$315.00
SUBTOTAL				\$7,035.00
TASK 5: REQUESTS FOR INFORMATION				
Senior Preparendess/Response/Recovery Consultants	\$170.00	3	38.0	\$6,460.00
Preparendess/Response/Recovery Consultants	\$140.00	2	70.0	\$9,800.00
FEMA Cost Recovery Specialist	\$125.00	1	16.0	\$2,000.00
Financial Analyst	\$105.00	1	3.5.0	\$315.00
Travel				\$4,265.00
SUBTOTAL				\$22,840.00
TASK 6: PROJECT REVIEWS				
Senior Preparendess/Response/Recovery Consultants	\$170.00	3	300.0	\$51,000.00
SUBTOTAL				\$51,000.00
TOTAL				\$205,025.00

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates.

[2] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the total Task Order Not-to-Exceed Amount: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one task and more hours within another task as necessary.

Total Task Order Not-to-Exceed Amount:

The total, not-to-exceed (NTE) of all tasks within this Task Order is \$205,025.00. The NTE is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the services contained in this Task Order and may be subject to change upon mutual agreement between Augusta and Tetra Tech. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates. Once Tetra Tech is within 90% of the total NTE, Augusta and Tetra Tech will discuss final tasks for completion and final assignment of work under this Task Order.

Assumptions:

The scope of services and cost are based on the following key assumptions and constraints. Deviations that arise during the project will be managed through a standard change control process.

- **Project Sponsor.** Augusta will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Key Personnel.** Availability of key personnel is critical to obtaining the information required for the success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Other Assistance Needed.** Should the Project Sponsor request additional services that are not able to be completed within the scope or budget of this proposal, a proposal for additional services can be submitted as needed.
- **Remote Application Development.** It is anticipated that the majority of the application development will be conducted remotely. This will require some assistance from the City and State when it is necessary to obtain or remit hard copies of grant documentation.
- **Project Costs.** The costs identified in this proposal are based upon Tetra Tech's estimate on the Level of Effort (LOE) for each task. Invoiced costs will be based on actual work performed.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within 5 business days of the request from Tetra Tech.
- **Federal Requests.** Tetra Tech does not anticipate requests from FEMA Region or HQ relating to this Scope of Work
- **Ineligible Work.** Tetra Tech cannot make eligibility determinations. FEMA Project Officers make these decisions.
- **Access to Key Personnel.** Availability of key city and state personnel is critical to obtaining the information required for the success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Invoicing/ Payment.** The client will be invoiced directly in accordance with the Contract. Payment terms are in accordance with the Contract.
- **Proposal.** This proposal is based on our current understanding of the project and revisions are subject to mutual agreement on the final work scope / schedule and other technical / management requirements desired by the Augusta Richmond County.

Potential Augusta Hazard Mitigation Grant Project Proposals

Note: Project list and scopes subject to change during application development and GEMA review.

Project	Description	Estimated Cost
13th St Gate Floor Replacement	Replace the gate floor of the 13th Street Gate of the Augusta Canal with modern, flood-resistant materials.	\$1,265,625
Augusta Canal Embankment Stabilization	Enhance long-term resilience of the Augusta Canal with structural mitigations to help prevent future erosion, embankment failure, and flood-related service interruptions.	\$10,000,000
Augusta Diversion Dam Retrofit/Structural Hardening	Mitigate risk of failure of the Augusta Diversion Dam, including wall stabilization/reinforcement, bulkhead retrofit, and hardening of stoplog structures.	\$13,500,000
Augusta Raw Water Pumping Station Backup Power System Hardening and Capacity Upgrade	Upgrade and enhance the backup power system for the RWPS, a critical component of the City's drinking water supply infrastructure, including new diesel pump engines and fuel cooling systems.	\$5,000,000
Augusta Redundant Communications Project	Strengthen emergency communication capabilities by integrating redundant radio networks, cellular radio systems, and satellite communications, including expanded satellite phone availability.	\$4,000,000
Bulkhead Gate Installation	Upgrade the 20 flood gates at the Bulkhead Gate Structure of the Augusta Canal to help prevent flooding throughout the low-lying urban area.	\$2,500,000
Critical Facility Generators	Install permanent generators to provide backup power at facilities used as shelters/for service delivery during disasters (May Park, Warren Road, and Diamond Lakes Community Centers; Marshal's Substation; Dept of Family and Children's Services).	\$1,100,000
Fire Station Generators	Install permanent generators to provide backup power at 11 fire stations to help ensure uninterrupted operations.	\$6,000,000
Fire Station Retrofit	Install structural reinforcements, impact-resistant materials and other mitigation at 19 fire stations to enhance resilience during severe weather events.	\$10,000,000

Potential Augusta Hazard Mitigation Grant Project Proposals

Note: Project list and scopes subject to change during application development and GEMA review.

Project	Description	Estimated Cost
Flood Gate Automation Project	Replace 38 manually operated flood gates with motor-driven systems with remote monitoring capabilities.	\$5,062,500
Fort Gordon Redundant Groundwater Treatment Plant	Construct a new groundwater treatment plant on Fort Gordon to enhance the resilience of the potable water supply system.	\$8,000,000
Tin House Gate Bank Stabilization	Stabilize banks and implement erosion mitigation measures around the Tin House Gate of the Augusta Canal.	\$506,250
Utilities Generators	Install 41 permanent generators to provide backup power to critical locations/components throughout the water and wastewater system.	\$41,000,000
Weigle's Gate Dam and Flood Gate Mitigation Project	Reconstruct the core of the Weigle's Gate Dam of the Augusta Canal to ensure continued operation and flood risk reduction.	\$975,000
Total Estimated Costs		\$108,909,375



Commission Meeting

July 15, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Mr. Perry Robinson to the Augusta Transit Citizens Advisory Committee representing District 5.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Donald Clark
Sent: Wednesday, July 2, 2025 12:25 PM
To: Lena Bonner; Natasha L. McFarley
Cc: Oliver Page; Sharon Dottery
Subject: Re: Perry Robinson for TCAC Membership

Good morning,

I want to update my appointment with the Transit Authority Commission. Please replace Mrs. Ruby Johnson with Mr. Perry Robinson. Mr. Robinson has completed the Talent Bank form and is ready to begin serving on the committee. The Transit Authority leadership is tracking and ready to onboard Mr. Robinson as well.

Please let me know if any additional information is needed from me to complete this change. Thank you in advance!

Respectfully,

Commissioner Don Clark

From: Oliver Page <OPage@augustaga.gov>
Sent: Wednesday, July 2, 2025 10:15 AM
To: Commissioner Donald Clark <DClark@augustaga.gov>
Cc: Perry Robinson <perryrob1@yahoo.com>
Subject: Perry Robinson for TCAC Membership

Commission Clark,

When will the nomination of Mr. Perry Robinson be put on the Commission agenda for consideration? His nomination is crucial for board membership to meet quorum. If there are any questions, please let me know.



Oliver Page, Ph.D.
 Deputy Director, Transit
 Augusta Transit
 2844 Regency Blvd
 Augusta, GA 30904
 706.823.4400 Direct
 706.821.1752 Fax
augustatransit.com
facebook.com/augustatransit



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Mr.
First Name * Perry
Middle Name * W
Last Name * Robinson
Suffix
Date Of Birth * 12/10/1965
Address * Street Address
 3017 Breeze Hill Dr
 Address Line 2
 City State / Province / Region
 Augusta GA
 Postal / Zip Code Country
 30906 United States
Home Phone * 7062888882
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 * Some College
Race * Black
Gender * Male
Occupation * Retired Military (USMC)
Interests Community Involvement

Commissions, Authorities, & Boards

Volunteer For * Augusta-Richmond County Transit Citizens
 Advisory Committee
 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



Commission Meeting

July 22, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the June 26, 2025 Augusta Commission Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



COMMISSION MEETING MINUTES

Commission Chamber
Thursday, June 26, 2025
2:00 PM

INVOCATION

Pastor Matthew Judd, Lead Pastor, Good News Church

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

DELEGATION(S)

- A. Mr. Moses Todd**, I Love Augusta- discuss City owned cemeteries priorities and SPLOST 9 funding. Legality of using SPLOST funding for Federal/State Governments restricted use Veterans Cemetery. Note that I'm a Vietnam Combat Veteran.

Presentation made by Mr. Todd.

- B. Ms. Althea Collins, LPC** regarding Proposal for Community Based Mental Health Initiative for Public Safety and Wellness.

Presentation made by Ms. Collins.

CONSENT AGENDA

(Items 1-2)

PUBLIC SAFETY

1. Motion to **approve** recommended changes to the Animal Ordinance with any corrections of grammatical and spelling errors, as needed and approved by the Interim General Counsel. **(Approved by the Augusta Commission June 17, 2025) (Second Reading)**

PETITIONS AND COMMUNICATIONS

2. Motion to **approve** the minutes of Commission Meeting held June 17, 2025.

Motion to approve

Motion made by Garrett and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, J. Johnson Rice.

Motion carried 9-0

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 3-12)

PUBLIC SERVICES

- 3. A.N. 25-30 – Existing Location, New Ownership: Retail Package Beer and Wine.** Sarita Gammage applicant for **2078 Old Savannah Inc. d/b/a Sarita Food Mart**, located at **2078 Old Savannah Road**. District 2, Super District 9

Motion to approve

Motion made by Guilfoyle and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pullia, J. Johnson, Rice.

Motion carried 9-0

- 4. Discussion: A request by Margo Pick for a Fortune Teller license to be used in connection with Ka of Life, LLC located at 229 Fury's Ferry Road #115, Augusta GA 30907. District 7, Super District 10.**

Motion to approve.

Motion made by Guilfoyle and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pullia, J. Johnson, Rice.

Motion carried 8-1 Garrett voting not

- 5. Augusta Regional Airport (AGS) - Motion to approve for the Airport Operations Department to purchase a 2025 Ford Explorer in the amount of \$44,960 from Allan Vigil Ford, who holds the state contract for Ford Explorers. This item was approved by the Augusta Aviation Commission on June 16, 2025.**

Motion to approve

Motion made by Garrett and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pullia, J. Johnson, Rice.

Motion carried 9-0

6. Augusta Regional Airport (AGS) - Motion to **approve 2nd Amendment to the Standard Aero Lease Agreement**. This item was approved by the Augusta Aviation Commission on June 16, 2025.

Motion to approve

Motion made by Garrett and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, J. Johnson, Rice.

Motion carried 9-0

ENGINEERING SERVICES

7. Weatherstone Townhomes Water and Sanitary Sewer Dedication Documents

Motion to approve

Motion made by Garrett and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, J. Johnson, Rice.

Motion carried 9-0

8. Update- April 29, 2025 Augusta Commission discussed TIA Broad Street Improvements Project and requested exploring the project construction schedule acceleration by implementing two-shifts (day & night) construction schedule for business corridor segment./ AE

Motion to defer to next Engineering Services Committee Meeting.

Motion made by J. Johnson and seconded by Garrett

Voting Yes Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, Rice J. Johnson

Motion carried 9-0

9. Approve supplement funding in amount not to exceed \$10,000,000.00 for Hurricane Helene Waterways Debris Removal Services with CERES Environmental Services (CERES). Also approve use of General Fund fund-balance to fund these services. Services expenses are reimbursable by NRCS. AE/ 24-915

Motion to approve

Motion made by Garrett and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, J. Johnson, Rice.

Motion carried 9-0

- 10.** Approve supplement funding in amount not to exceed \$600,000.00 for Hurricane Helene Waterways Debris Removal Construction Plans & Monitoring Services with Goodwyn, Mills & Cawood, Inc. (GMC). Also approve use of General Fund fund-balance to fund these services. Services expenses are reimbursable by NRCS. AE/ 24-916

Motion to approve

Motion made by Garrett and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, J. Johnson, Rice.

Motion carried 9-0

PUBLIC SAFETY

- 11.** Motion to accept the FY2024 Emergency Management Performance Grant (EMPG) in the amount of \$50,000 and authorize the mayor to sign all appropriate documentation.

Motion to approve

Motion made by Garrett and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, J. Johnson, Rice.

Motion carried 9-0

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Motion to approve

Motion made by Garrett and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, Rice.

Motion carried 8-0

J. Johnson out

- 13.** Motion to hire Aaron Pennick as Procurement Director at a salary of \$125,000 with a moving allowance not to exceed \$10,000 and such other benefits as commensurate with such a position.

Motion made by Guilfoyle and second by Garrett

Voting Yes: **Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, Rice.**

Motion carried 8-0

J. Johnson out

14. Motion to extend contract dated August 8, 2025, as previously amended with James T. Plunkett and Plunkett, Hamilton, Manton and Graves, LLP to serve as Interim General Counsel until December 31, 2025. And amend the compensation provisions to provide the services provided by James Plunkett and John Manton will be at an invoiced flat amount of \$232,500.00 for the period of July 1 to December 31, 2025, with other attorneys in the firm paid on an hourly basis.

Motion made by Rice and seconded by Guilfoyle

Voting Yes: **Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, Rice.**

Motion carried 8-0

J. Johnson out

ADDENDUM AGENDA

June 26, 2025

PUBLIC SERVICES:

1. **Mr. Bob Duke, Redwood regarding their Plan of Action relative to Apartment Complexes they owned in Augusta. (Requested by the Commission- June 17, 2025)**

Motion to approve conducting a public hearing at a date designated by the Clerk of Commission not to exceed 30 days from today's date regarding the Richmond Summit and the Bon Air Apartments.

Motion made by Rice and seconded by Slendak

Voting Yes **Mayor Johnson, Rice, Slendak, J. Johnson, Pulliam, Lewis, Garrett, Guilfoyle, Scott**

Motion carried 9-0

PUBLIC SAFETY:

2. **Motion to approve a change order in the amount of \$185,504.88 that will increase the net amount of 25AFA060 to \$754,041.60 for Bid Item #16-198 Professional Services for Architectural & Design Services – New Fire Station #3, awarded to Johnson Laschober and Associates. (Requested by Administration and Fire Department)**

Motion to approve

Motion made by Guilfoyle and seconded by Scott

Voting Yes Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, J. Johnson, Rice.

Motion carried 9-0

FINANCE:

- 3. Motion to approve funding of operating, capital & encumbrance carryovers. (Requested by Administration and Finance Department)**

Motion to approve

Motion made by Garrett and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, J. Johnson, Rice.

Motion carried 9-0

ENGINEERING SERVICES:

- 4. Motion to approve Emergency repair of 2 generator radiators from American Radworx.**

Motion to approve

Motion made by Garrett and seconded by Rice

Voting Yes: Mayor Johnson, Guilfoyle, Lewis, Scott, Slendak, Garrett, Pulliam, J. Johnson, Rice.

Motion carried 9-0



Commission Meeting

July 22, 2025

Ratify the Commission's rescheduled meeting

Department:	N/A
Presenter:	N/A
Caption:	Motion to ratify the Commission's rescheduling of the July 15, 2025 regular meeting to Tuesday July 22, 2025.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

July 22, 2025

Transit Service Provider Extension

Department:	Augusta Transit
Presenter:	Sharon Dottery
Caption:	A motion to approve the extension of the service contract with RATP Dev.
Background:	RATP-DEV has been an Augusta-Richmond County contractor providing Fixed Route, ADA Paratransit and Rural (Richmond Transit) services in the City of Augusta since 2013 and the current contract has three (3) two (2) year renewals remaining. However, Augusta Transit has submitted an RFP for additional scopes of services not listed in the current contract.
Analysis:	Due to the additional scopes being added to the new contract, Augusta Transit is requesting an extension of the service contract that is due to expire on July 31, 2025, while Transit completes the review process for the new RFP. The extension would be from August 1, 2025, to December 31, 2025. RATP Dev has agreed to the extension with a request for a 3% increase.
Financial Impact:	The extension will be funded through Augusta Transit's current 2025 budget. The total cost of the extension is \$81,131.63 for a five-month period. This will give Augusta Transit enough time to complete the RFP process and put the contract on a calendar year with the budget beginning January 1, 2026.
Alternatives:	Deny request.
Recommendation:	Approve extension so that Augusta Transit can move forward with the RFP process.
Funds are available in the following accounts:	54609-1111-52-11120
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

July 22, 2025

The naming of the new arena

Department:	N/A
Presenter:	N/A
Caption:	Mr. Cedric Johnson, Chairman of Augusta Coliseum Authority regarding the naming of the new arena.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Jasmine Sims
Sent: Friday, June 27, 2025 11:06 AM
To: Johnson, Cedric
Cc: Lena Bonner; Natasha L. McFarley
Subject: JBA Letter of Support
Attachments: JBA Support Letter.pdf

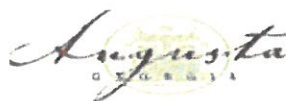
Good Morning Chairman Johnson,

Please find attached the Letter of Support from the Augusta Commission regarding the naming of the new arena. This correspondence is transmitted by the Mayor's Office on behalf of the full Commission, pursuant to an approved Commission action on June 17, 2025. We respectfully request that this letter be entered into the official record of the Coliseum Authority and that appropriate consideration be given to the Commission's expressed position.

Should you have any questions, please feel free to reach out.

Best Regards,

Jasmine Chavous Sims, MBA, EdS
Chief of Staff | Office of the Mayor
Augusta-Richmond County, Georgia
535 Telfair Street, Suite 200 • Augusta, GA 30901
Office • 706-821-1834 | Mobile • 706-993-7358
jasminesims@augustaga.gov | www.augustaga.gov



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AED:104.1



June 20, 2025

Mr. Cedric Johnson
Chair, Augusta Coliseum Authority
601 7th Street
Augusta, Georgia 30901

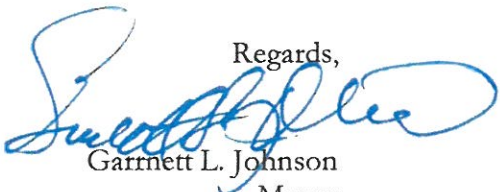
RE: New James Brown Arena

Dear Cedric:

The news of the possibility of the Coliseum Authority discontinuing the use of the name "James Brown Arena" for the centerpiece of the Augusta Entertainment Complex is a great concern to the Augusta Commission. The Commission and the Authority have long worked hand-in-hand to have the necessary legislation passed at the state level for the C-SPLOST and to provide the voters the necessary information to make an informed decision regarding the replacement of the James Brown Arena. The frequent use of "the New James Brown Arena" in describing the facility and "James Brown Arena" in the artist renderings reasonably led the Commission, but more importantly, the voters, to conclude that the name of honoring one of Augusta's favored citizens would not change.

With the history of the Authority providing the Commission frequent updates on the progress of the design and funding for the project, I would think the Commission would be briefed on an issue of this magnitude. While I appreciate the need to generate funding, it was represented to the voters that the C-SPLOST would be sufficient to cover the cost of the arena and efficiencies due the arena being "state of the art" would reduce operating costs. Coupling this with the increase of the hotel/motel tax, is funding from the sale of naming rights a need to complete the project or simply a want?

I request that representatives from the Coliseum Authority appear at an upcoming Commission meeting to explain to the citizens of Augusta and the Commission the plans for the naming of the arena and how James Brown will be honored. I will have my chief of staff reach out to you to schedule a date for your presentation.

Regards,

Garnett L. Johnson
Mayor

cc: Clerk of Commission



Office of the Administrator

Tameka Allen
Administrator

June 17, 2025

Jim Plunkett
Law Department
535 Telfair Street
Building 3000
Augusta, GA 30901

Dear Mr. Plunkett,

At the regular meeting held on Tuesday, June 17, 2025, the Augusta, Georgia Commission, acted on the following items:

18. Approved a meeting with the Administrator, Interim Finance Director and General Counsel and Dr. Akers' team to determine if there is an alternate way to move forward with the proposed development of a pickleball and tennis complex with an associated hotel.

20. Approved to submit to the Coliseum Authority the "Letter of Support" from the Augusta Commission maintaining the name of James Brown on the new arena; and requesting the presence of the Coliseum Authority in the chambers.

27. Approved motion to authorize condemnation to acquire a portion of property for permanent drainage easement and temporary construction easement (Parcel 061-3-135-00-0) 1322 Solomon Place (East Augusta Drainage and Improvements Phase IV Project).

28. Approved motion to authorize condemnation to acquire a portion of property for right of way and temporary construction easement (Parcel 043-4-001-00-0) 2631 Wrightsboro Road (Wrightsboro Road Improvements Project).

29. Approved motion to authorize condemnation to acquire a portion of property for temporary construction easement and driveway easement (Parcel 042-3-029-00-0) 1700 Valley Park Court (Wrightsboro Road Improvements Project).

30. Approved motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-035-00-0) 1320 Bruce Street (East Augusta Drainage and Improvements Phase IV Project).

34. Approved recommended changes to Animal Ordinance with any corrections to the grammar and spelling, as needed and approved by the Interim General Counsel.

Addendum 1.

Approved to host a code enforcement walk through immediately, to include all agencies deemed necessary, to invite Redwood to appear in front of the Commission immediately, and for General Counsel to bring back recommendations on what actions the governing body can take.

If you have any questions, please contact me.

In Service,



Tameka Allen, Administrator

TA/nd

Augusta-Richmond County Coliseum Authority
601 7th Street
Augusta, Georgia 30901

June 30, 2025

The Honorable Garnett L. Johnson
Mayor of Augusta
Augusta-Richmond County Municipal Building
Augusta, GA 30901

RE: Arena Project and Commission Briefing Request

Dear Mayor Johnson,

Thank you for your letter dated June 27, 2025 regarding the new Augusta Arena. While we appreciate the public interest and enthusiasm surrounding this historic and transformational project in our community, your correspondence reflects a troubling degree of misinformation — some of which has been echoed in public forums and media — that warrants immediate clarification.

First, the Arena referendum branded as the “New James Brown Arena” was decisively rejected by voters in 2021. The successful 2023 C-SPLOST referendum — which passed overwhelmingly — supported construction of a *new Augusta Arena*. These are two entirely separate campaigns. The 2023 campaign deliberately avoided use of James Brown’s name for both legal and practical reasons. Any renderings or descriptions referencing James Brown are from the 2021 effort — not the

stakeholder events, and regular Hard Hat Tours. Notably, a tour held in May 2025 was scheduled specifically for you and the Commission. Finally, while my contact information is readily available and our meetings are open to both the public and media, this letter is the first direct communication I've received from you or your office regarding this matter. Given the amount of inaccurate speculation circulating and the importance of ensuring our citizens have the full picture, I respectfully request the opportunity to address the Commission at its meeting on Tuesday, July 15.

Thank you in advance for your consideration and service.

Sincerely,

Cedric Johnson
Chairman, Augusta Coliseum Authority



Administrative Services Committee

July 8, 2025

Criminal Histories

Department:	N/A
Presenter:	N/A
Caption:	Mr. Lawrence A. Brannen relative to persons with criminal histories to section 1:40 of Article 5, Chapter 1 of Charter and Laws of local application under Augusta-Richmond Code.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input type="checkbox"/> Commission	Date of Meeting _____
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input checked="" type="checkbox"/> Administrative Services Committee	Date of Meeting 06/29/2025 07/08/2025
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Lawrence Brannen
 Address: 445 Fenwick Street, Augusta, GA 30901
 Telephone Number: (278) 383-0846
 Fax Number: _____
 E-Mail Address: _____

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

Renew request to add "Persons with criminal histories..." to
Sec. 1:40 of Article 5, Chapter 1 of Charter and Laws of
Local application under Augusta-Richmond Code

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: lbanner@augustaga.gov
nmcfarley@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.

REQUEST

Add the following language:

- “persons with criminal histories (not to include persons convicted of violent felonies as defined by Georgia Law) who have completed all court-imposed sentences and have been free from criminal involvement within three years of applying for employment”

to Sec. 1:40 of Article 5, Chapter 1 of Charter and Laws of local application under Augusta-Richmond Code.

07/29/2025



The Office of The Justice-Impacted Reformation Society Inc.

Lawrence A. Brannen

Founder/Director

Mayor Garnett Johnson

2/9/2025

District 1 Commissioner Jordan Johnson

District 2 Commissioner Stacey Pulliam

District 3 Commissioner Catherine Smith-Rice

District 4 Commissioner Alvin Mason

District 5 Commissioner Don Clark

District 6 Commissioner Tony Lewis

District 7 Commissioner Tina Slendak

District 8 Commissioner Brandon Garrett

District 9 Commissioner Francine Scott

District 10 Commissioner Wayne Guilfoyle

Clerk of Commission

535 Telfair Street

2nd Floor

Augusta, GA 30901

Dear Mayor and Commissioners,

At the outset I would like to state that The Justice-Impacted Reformation Society Inc. (JIRSI) is an apolitical, pro-government (not to include malicious politics or politicians), and pro-law enforcement (not to include "bad apple" policing) 501(c)(3) non-profit grassroots advocacy organization. Our optimism regarding our capability to accomplish all that we have set out to do stems from the fact that our endeavors do not require mass funding, and so we are well within our right to advocate as long as we pay our yearly tax, which is not much.

Our support comes from several local attorneys and a few judges around the state of Georgia who we will keep anonymous unless told otherwise. We also enjoy extended support from both Republicans and Democrats alike. Our support network is experiencing growth due to our advocacy work. There are a growing number of citizens of reasonable mind who think that the measures we advocate for are clear-cut commonsense measures that any reasonable mind can and should believe would not face any opposition at the local level. Yet they do.

Case in point: last October, we introduced a “Hiring Amendment” proposal to the Administrative Services committee. On its face alone, the approval of the proposal we introduced would have immediately opened more living-wage employment opportunities for persons with criminal histories—a measure that is direly needed in today’s society where the cost of living is constantly on the rise. As of today we have not received a final answer on approval or denial. Why our proposal has yet to receive a simple “approve” or “deny” vote has us confused. To the mayor’s credit, we appreciate the collaborative work that the Office of the Mayor was able to perform with the Biden-Harris Administration in 2023 and 2024 that cleared pathways to sustainable employment.

That said, we fully support any steps the Moving Augusta Forward initiative takes. We just want to encourage this body to keep “persons with criminal histories” in mind when taking those steps. More opportunities equals less crime; less crime equals low recidivism rates; low recidivism rates equal more two parent households; more two parent households equal positive community growth. And the best part about it all is that there is an action that this body can take to get Augusta to the “positive community growth” outcome without costing taxpayers any money.

As a side note we want to remind this body that persons with criminal histories also pay taxes. For example, just a couple of days ago I paid \$809 in state taxes for the 2024 year. Therefore, when we talk about taxpayer dollars, my voice is just as good as the wealthiest business owner in the state of Georgia. The same concept applies to local taxes. I pay, so I as well shall have an opportunity to play.

And play I will. Included with this letter is Exhibit A, Parts I, II, & III. Parts II & III of the exhibit display Sections 1-40 and 1-41 of Article 5 of Chapter 1 under the Charter and Laws of Local Application which govern “Equal Opportunity” and “Amendments” under the Augusta-Richmond Code. The sections provide as follows:

- **Sec. 1-40. Equal Opportunity.**
 - (a) The government of Augusta-Richmond County shall encourage the meaningful involvement in its operations of all citizens of Augusta-Richmond County, particularly those who are members of minority or other traditionally disadvantaged groups, as appointees, employees, and independent contractors. The Commission shall afford equal opportunities for employment and promotion to all persons regardless of race, sex, religion, gender, creed, color, or national origin.
- **Sec. 1-41. Amendments.**

- The Commission shall have the authority upon the affirmative votes of two-thirds of those elected to the Commission, excluding the Mayor,¹ to change the provisions of this Act which conflict with existing or future state or federal laws....

As it pertains to Sec. 1-40, we argue that “persons with criminal histories” are in fact a “traditionally disadvantaged” group and therefore deserve Sec. 1-40 protection.² To refute what we all know to be a fact is a moral bankruptcy; to refuse to recognize “persons with criminal histories” as a “traditionally disadvantaged” group is a refusal to acknowledge the validity of decades of studies conducted by respectable and reputable social scientists and the institutions they represent; finally, based upon the language of Sec. 1-40, to refuse to protect “persons with criminal histories” from employment discrimination creates a conflict between our local governing body and the code it is expected to uphold.

Therefore, at the next Administrative Services Committee meeting we will be requesting that this governing body in accordance with Sec. 1-41 vote to approve that Sec. 1-41 be amended to add the following words:

- Persons with criminal histories (not to include persons convicted of violent felonies as defined by the laws of the state of Georgia) who have completed all court-imposed sentences and have been free from criminal involvement within three years of applying for employment

We understand that there has been an expression of trepidation when the topic of granting “persons with criminal histories” protections. Some opponents of the idea have followed a widely-circulated myth that working alongside a person with a criminal history, particularly a convicted felon, poses a more dangerous risk than a non-offender. Allow me to present a few real-life events in opposition to such blatantly asinine theory:

- **Charles Richard Wilson:** In 2024, Charles Wilson, a North Augusta High School teacher and longtime pastor was arrested on 5 counts of sexual exploitation of a minor (child pornography).³
- **Hartwell Cooper Cliatt:** Last month, Hartwell Cliatt, a Lincoln County Commissioner, was arrested on two counts of child molestation.⁴

¹ With the majority of Augusta-Richmond County voters recently voting in favor of the mayor having a vote, I am not sure “excluding the Mayor” is still a relevant part of this section.

² <https://www.americanprogress.org/article/criminal-records-create-cycles-multigenerational-poverty/> “Criminal Records Create Cycles of Multigenerational Poverty” –explaining how collateral consequences of a criminal conviction has traditionally led to multigenerational poverty due to permanent barriers that have proven insurmountable for many persons with criminal histories.

³ <https://www.wrdw.com/2024/05/23/north-augusta-high-school-teacher-arrested-5-child-porn-counts/> “North Augusta High School Teacher on 5 Child Porn Counts”

⁴ <https://www.wrdw.com/2025/01/29/lincoln-county-commissioner-arrested-molestation-counts/> “Lincoln County Commissioner Arrested on Child Molestation Counts”

- **Douglas Williams:** On July 8, 2003, Douglas Williams shot 14 of his Lockheed Martin co-workers, killing six of them. His motive: anti-Black racism.⁵
- **Mark Orrin Barton:** On July 29, 1999, Mark Barton, believed to be motivated by large financial losses over the course of two months, went on a shooting spree at two Atlanta-area day trading firms. Nine people were killed, 13 others were injured. Later it was found out that Barton had also killed his second wife and two of his children from a previous marriage prior to going on the shooting spree.⁶

None of the individuals listed above were convicted felons at the time they committed those heinous offenses. The point is for every one violent workplace incident committed by a person with a criminal history—felons in particular—being cited in support of opposing our request we only need to conduct a simple google search and find several other violent workplace incidents committed by persons not convicted of crimes, felonies in particular. We also can find incidents that are automatic disqualifiers—such as child molestation and being in possession of child pornography—allegedly being committed by so-called upstanding commissioners, pastors and high school teachers. Therefore, we strongly caution against using the “dangerous risk” reasoning as a basis for rejecting our proposal, because one could easily argue that based on the numbers alone that it is safer to hire a person with a criminal history rather than a person without one (I know several non-violent felony drug offenders that have never thought of touching a child or possessing child pornography). Another point is simply this: a person’s future production or actions cannot adequately be measured by past indiscretions.

Lastly, there seems to be a floating narrative that the only reason JIRSI is bringing these issues is because I am disgruntled about not receiving an employment opportunity with the City of Augusta. That could not be further from the truth. My hourly wage at my current employer is more than I would have received had I been hired and taken the job I applied for with the City of Augusta. Also, where I was only being offered a part-time position with the City of Augusta, I work full-time at my current employer. I ask each of you: what does logic dictate I do in that situation?

I have also been accused of seeking self-gain from the advocacy work JIRSI is doing. That is indeed true. As the founder and director of JIRSI, I am fulfilling a life purpose and inspiring others who face similar background challenges to consider doing the same. I founded JIRSI under its previous name Ex-Offenders For Reform and Advancement Inc. while living in Gwinnett County, long before moving back to Augusta. Personally, other than a purpose for living, I have gained nothing nor do I seek to gain anything personally through the advocacy work of JIRSI.

Please understand this: I am a pre-law honor student at Georgia Southern University. This year I will be applying to law schools that I have already pre-qualified for. In Fall 2026, barring divine intervention, I will be a first-year law student. Please further understand that JIRSI has never come to this body or anyone else requesting funding for JIRSI because we do not need it. Every t-shirt bought for participants in our monthly cleanups were paid for with money out of my employment paycheck. JIRSI has now set-up a writing competition for disadvantaged T.W Josey High School seniors who have applied

⁵ https://en.wikipedia.org/wiki/Lockheed_Martin_shooting

⁶ https://en.wikipedia.org/wiki/1999_Atlanta_day_trading_firm_shootings

and been accepted into a college or university. The scholarship will split \$200 between the first, second, and third place winners. The funding for those payouts are coming directly from my employment paycheck. Not to mention I make less than \$30,000/year with overtime while taking care of a household and sending funds to children outside of my household.

Now, ask yourself: are those actions characteristic of someone seeking personal popularity gain? Believe it or not, I actually care—and that pathos has trickled down to JIRSI.

When I first moved back to Augusta, suggestions were made that I get involved with the Manhood Tour, a well-respected—as it should be—mentoring program here in Augusta. I declined because I knew that reform advocacy work was my true calling, and that reform advocacy is unpopular. So I kept a distance from those great men of the Manhood Tour out of respect for not bringing an unpopular vibe to their initiative. Just yesterday evening, however, a judge in the Atlanta area contacted me and made a request that I sit down with him for lunch. He asked if I wanted to become a part of his mentoring program. This opportunity I will accept because the judge knows my criminal history, is aware of JIRSI's advocacy work, and has no qualms bringing me on board.

So, let us not miss the bigger picture here. JIRSI respects every commissioner on the board, as well the Mayor. We are not enemies of the government. Nor am I, as the founder, director and spokesman for JIRSI, seeking personal popularity gain. We seek positive reforms that open pathways to quality of life improvements for “persons with criminal histories.” Any advocate (lawyer or non-lawyer) on the face of this earth will tell you that advocating is a natural phenomenon that inculcates within the hearts of some people. Our natural tendency is to open, argue, and close—albeit in a professional manner.

With that, I wish you all a nice day.

Respectfully,

Lawrence A. Brannen

Founder/Director

The Justice-Impacted Reformation Society Inc. (JIRSI)

CHAPTER 1 ADMINISTRATION

Article 1. Home Rule

- Sec. 1-1. Scope of county legislative power.
- Sec. 1-2. Salary of county employees; how fixed.
- Sec. 1-3. Filing and publication of amendment or revision of local act.
- Sec. 1-4. Supplementary powers.
- Sec. 1-5. Planning and zoning.
- Sec. 1-6. Eminent domain.
- Sec. 1-7. Special districts.
- Sec. 1-8. Community redevelopment.
- Sec. 1-9. Limitation on the taxing power and contributions of counties, municipalities and political subdivisions.
- Sec. 1-10. Immunity of counties, municipalities and school districts.

Article 2. Taxation Power

- Sec. 1-11. Power of taxation.
- Sec. 1-12. Power of expenditure.
- Sec. 1-13. Purposes of taxation; allocation of taxes.

Article 3. Intergovernmental Relations

- Sec. 1-14. Intergovernmental contracts.

Article 4. County Officers and Employees—Generally

- Sec. 1-15. Election; term; compensation.
- Sec. 1-16. Civil service systems.
- Sec. 1-17. Reserved.
- Sec. 1-18. Bribery.
- Sec. 1-19. Violation of oath by public officer.
- Sec. 1-20. Receiving funds for enforcement of penal laws or regulations.
- Sec. 1-21. Improperly influencing legislative action.
- Sec. 1-22. Officer or employee improperly influencing another officer or employee.
- Sec. 1-23. Officer or employee selling to political subdivision.
- Sec. 1-24. Conspiracy to defraud state or political subdivision.
- Sec. 1-25. Conspiracy in restraint of free and open competition.
- Sec. 1-26. Malpractice in office.

Article 5. Charter

- Sec. 1-27. Augusta-Richmond County Commission; creation; powers.
- Sec. 1-28. Commission districts.
- Sec. 1-29. Election of commission.
- Sec. 1-30. Powers of mayor; mayor pro-tem; committees.
- Sec. 1-31. Vacancies.
- Sec. 1-32. Quorum.
- Sec. 1-33. Bonded indebtedness.
- Sec. 1-34. Service districts.
- Sec. 1-35. Ordinances, continuation.
- Sec. 1-36. Budget; taxes; water rates.
- Sec. 1-37. Special services tax districts.
- Sec. 1-38. Pension plan; employees.
- Sec. 1-39. Sheriff; fire protection; boards and authorities; municipal court.
- Sec. 1-40. Equal opportunity.

[section 1-44], the City of Hephzibah shall be abolished 90 days after the members of the Commission take office under this Act. Such departments may be reestablished, reorganized, or consolidated; new job descriptions shall be established as appropriate; and a director or administrative head shall be appointed for each department by the Commission. Any person who formerly occupied such position and any other person shall have the right to apply for any position thus created. The provisions of this subsection shall not result in the automatic termination from employment with the reorganized government of any such person and the provisions of Section 12 of this Act [section 1-38] shall be applicable to any such person. On or after January 1, 1996, no person shall be eligible for appointment to any position as the director or administrative head of any department or agency of the reorganized government unless such person meets such qualifications as may be established by the Commission.

(g) The Municipal Court of the City of Augusta shall act as the Municipal Court of Augusta-Richmond County and shall have jurisdiction throughout Richmond County until such court is abolished by an Act of the General Assembly.

(h) No elected official of such government nor any member of the General Assembly of Georgia whose district lies totally or partially within Richmond County shall be eligible to do business with or receive any contract from such government except through competitive bids. Said persons shall not receive personal services from county vendors, attorneys, or others.

(1995 Ga. Laws, p. 3648; 1996 Ga. Laws, p. 3607; 1997 Ga. Laws, p. 4024; 1997 Ga. Laws, p. 4690)

Sec. 1-40. Equal opportunity.

(a) The government of Augusta-Richmond County shall encourage the meaningful involvement in its operations of all citizens of Augusta-Richmond County, particularly those who are members of minority or other traditionally disadvantaged groups, as appointees, employees, and independent contractors. The Commission shall

afford equal opportunities for employment and promotion to all persons regardless of race, sex, religion, gender, creed, color, or national origin.

(b) It is the policy of the Augusta-Richmond County government to ensure the equitable participation of all minorities, including African Americans, women, and small businesses in providing goods and services to the city-county government. The goal of this section is to increase the use of such minorities and small businesses to a level comparable with their availability. This participation goal shall be used as a guideline to the Commission and shall not be construed as a ceiling or quota.

(c) In furtherance of the policies stated in subsections (a) and (b) of this section, the Commission shall employ a person to serve as equal employment opportunity director and as director of minority and small business opportunities. The director shall develop and, subject to the approval of the Commission, implement such policies, procedures, and guidelines as the director deems necessary or appropriate to ensure equal employment opportunities for all citizens. The director, subject to the approval of the Commission, shall propose and implement such policies, procedures, and guidelines as are necessary and appropriate to ensure equal opportunities for all businesses and citizens in contracting with the Commission and all departments, agencies, authorities, and other entities of local government and to encourage the development of minority and small businesses within Richmond County. In addition, said director shall have such other powers and duties as may from time to time be afforded by action of the Commission.

(d) The Commission shall establish a citizens advisory council for minority employment and small business opportunities to advise the Commission and director of matters pertaining to this section, and to meet with minorities and small businesses to review the problems of minority and small business opportunities.

(1995 Ga. Laws, p. 3648; 1996 Ga. Laws, p. 3607; 1997 Ga. Laws, p. 4024; 1997 Ga. Laws, p. 4690)

Sec. 1-41. Amendments.

The Commission shall have the authority upon the affirmative votes of two-thirds of those elected

CHARTER

§ 1-43

to the Commission, excluding the Mayor, to change the provisions of this Act which conflict with existing or future state or federal laws; provided, however, that no provisions shall be made which diminish or change the principle of representation of citizens by district on the Commission or any other entity.

Sec. 1-42. Town of Blythe.

Nothing contained in this Act shall be construed so as to amend, modify, or repeal an Act incorporating the Town of Blythe, Georgia, approved August 3, 1920.

(1995 Ga. Laws, p. 3648; 1996 Ga. Laws, p. 3607; 1997 Ga. Laws, p. 4024; 1997 Ga. Laws, p. 4690)

Sec. 1-43. Transition task force.

(a) Effective July 1, 1995, there is created a transition task force for the purpose of planning and preparing for the assumption of governmental powers by the Commission on January 1, 1996. The transition task force shall be composed of members as follows:

- (1) The board of commissioners of Richmond County shall appoint four members. One of such members shall be the chairperson of the board of commissioners, who shall serve as a member of the transition task force until January 1, 1996. The commissioners appointed to the task force shall be apportioned so that at least two of the commissioners are representatives of existing county commission districts three, six, seven, and eight and two commissioners are representatives of existing county commission districts one, two, four, and five;
- (2) The city council of the City of Augusta shall appoint four members. One of such members shall be the mayor of the City of Augusta, who shall serve as the chief executive officer of the transition task force. The city council representatives who are appointed shall be apportioned so that at least two of such members are representatives of former Wards 1, 2, 3, 4, 9, 12,

and 13 and two of such members are representatives of former Wards 5, 6, 7, 8, 10, and 11;

- (3) The members of the General Assembly of Georgia whose districts include all or any portion of Richmond County shall appoint four members; and
- (4) The board of commissioners of the City of Hephzibah shall appoint one member, provided that, if the voters of the City of Hephzibah do not approve an Act enacted by the General Assembly of Georgia at its regular session in 1995 amending the charter of the City of Hephzibah providing for a reorganized government in Richmond County and providing for the repeal of said charter, the membership of such member on the transition task force shall be abolished on the date the results of such referendum are certified.

Any vacancy on the transition task force shall be filled by the appointing authority which originally appointed the member to such vacant position. The transition task force shall meet upon the call of the chief executive officer of the transition task force for the purpose of planning and scheduling the initial organization of the government in accordance with the applicable provisions of this Act. Any transition task force in existence on January 1, 1996, is abolished.

(b) The transition task force shall be authorized to make such recommendations as it deems appropriate for the assumption of governmental powers by the Commission on January 1, 1996. The transition task force is specifically charged with the responsibility of developing proposed ordinances, including ordinances relating to the creation of special services tax districts, which should be considered for adoption by the Commission at its first regular meeting held following January 1, 1996, or at a regular meeting of the Commission held as soon thereafter as practicable.

(c) All officers, officials, including elected officials, and employees of Richmond County, the City of Augusta, and the City of Hephzibah shall cooperate with and assist the transition task force. The transition task force shall be entitled to

Lena Bonner

From: The Justice-Impacted Reformation Society Inc. <exoffendersforreform@gmail.com>
Sent: Monday, June 30, 2025 8:18 PM
To: Lena Bonner
Subject: [EXTERNAL] Re: 2025-30-06 Request to appear before the Commission

Greetings Madam Clerk:

No ma'am. I have not met with the Charter Review Committee. Unfortunately, the times that they meet do not align with my schedule.

Perhaps the ASC can just approve my request and be done with the matter once and for all.

Lawrence A. Brannen
Founder/Director
The Justice-Impacted Reformation Society Inc.
Brannengroup@gmail.com
(678) 383-0846

On Mon, Jun 30, 2025 at 15:26 Lena Bonner <lbonner@augustaga.gov> wrote:

Good afternoon Mr. Brannen,

As you may recall, on February 25, 2025 the **Administrative Services Committee** recommended that you meet with the Charter Review Committee regarding the matter of **"Persons with criminal histories to section 1:40 of Article 5, Chapter 1 of Charter and Laws of local application under Augusta-Richmond Code."**

Please advise if you have had the opportunity to meet with Charter Review Committee so that the ASC can be advised accordingly.

Respectfully,

Lena J. Bonner

Clerk of Commission

Office of the Clerk of Commission

535 Telfair Street

Augusta, GA 30901

(706) 821-1820 - Office

(706) 821-1838 - Office Fax

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AED:104.1

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Administrative Services Committee

July 8, 2025

Clean-up Schedules

Department:	N/A
Presenter:	N/A
Caption:	Request Administrator's Office provide the Sheriff and Judge McIntyre give the cleanup schedules for the groups that were created. (Requested by Commissioner Stacy Pulliam)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Administrative Services Committee

July 8, 2025

2025 Charter Review Committee

Department:	N/A
Presenter:	N/A
Caption:	Commissioner Tony Lewis regarding 2025 Augusta Charter Review Committee.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

July 15, 2025

GICH update

Department:	N/A
Presenter:	N/A
Caption:	Receive an update from the GICH team on July 15th. (Requested by Commissioner Stacy Pulliam)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

July 15, 2025

NV5 PACT Project

Department:	N/A
Presenter:	N/A
Caption:	Update NV5 PACT Project.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting	07/15/2025
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	
<input type="checkbox"/>	Public Services Committee	Date of Meeting	
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	
<input type="checkbox"/>	Finance Committee	Date of Meeting	

Contact Information for Individual/Presenter Making the Request:

Name: Ruth Gay
Address: PO Box 74008680 Chicago, IL 60674-8680
Telephone Number: 860-480-9918
Fax Number: _____
E-Mail Address: Ruth.Gay@nv5.com

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

NV5 PACT Project Update

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building

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

535 Telfair Street
Augusta, GA 30901

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

July 15, 2025

Nominations District 4 Vacancy

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve begin the process of accepting nominations to fill the Augusta Commission District 4 vacancy. (Requested by Commissioner Don Clark)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

July 22, 2025

Commission vacancy

Department:	N/A
Presenter:	N/A
Caption:	Request the Board of Elections Director, Travis Doss, to clarify the process the ARC Commission follows to fill a Commission vacancy. (Requested by Commissioner Don Clark)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



ADDENDUM AGENDA
ADMINISTRATIVE SERVICES COMMITTEE
LEE N. BEARD COMMISSION CHAMBER
July 8, 2025
1:20 P.M.

ADDITION(S) TO THE AGENDA:

1. Request the Board of Elections Director, Travis Doss, to clarify the process the ARC Commission follows to fill a Commission vacancy.
(Requested by Commissioner Don Clark)



Commission Meeting

July 22, 2025

TIA Broad Street Improvements Project

Department:	N/A
Presenter:	N/A
Caption:	Update- April 29, 2025, Augusta Commission discussed TIA Broad Street Improvements Project and requested exploring the project construction schedule acceleration by implementing two-shifts (day & night) construction schedule for business corridor segment. / AE(Deferred from the Commission June 26, 2025. (No recommendation from Engineering Services Committee July 8, 2025))
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

July 15, 2025

Augusta Beautification Program Agreement

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve an additional \$11,925 for the Augusta Beautification Program Agreement with Palmetto Storey, LLC for work completed in the Wheeler Road Corridor.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



FINANCE MEETING

Meeting Date: July 8, 2025

Request for funding Board of Elections

Department:	Board of Elections
Presenter:	W. Travis Doss, Jr. Executive Director
Caption:	Motion to approve \$90,000 funding for the July 14, 2025 Special Primary runoff
Background:	Runoffs are not part of the Y2025 budget. On June 17, 2025 there was a Special Primary for Public Service Commission. No candidate received 50% of the vote so therefore a runoff must be held.
Analysis:	Since runoffs are not in the Y2025 budget, money must be taken from contingency.
Financial Impact:	\$90,000 from contingency
Alternatives:	No alternatives. This is a statewide runoff
Recommendation:	Approve funding from contingency
Funds are available in the following accounts:	No funds were budgeted for a runoff, but a contingency budget was submitted
<u>REVIEWED AND APPROVED BY:</u>	W. Travis Doss, Jr., Executive Director, Board of Elections



Commission Meeting

Meeting Date: July 15, 2025

AO Approve SPLOST 9 Project List

Department:	Administrator's Office
Presenter:	Tameka Allen, Administrator
Caption:	Approve the final SPLOST 9 project list.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve the final SPLOST 9 project list.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

July 22, 2025

Richmond County Hospital Authority appointments

Department:	N/A
Presenter:	N/A
Caption:	Consider request for appointment from the attached list from Mr. Sanford Lloyd, Chairman of the Richmond County Hospital Authority.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

RICHMOND COUNTY HOSPITAL AUTHORITY
1350 Walton Way
Augusta, GA 30901

Ms. Lena J. Bonner
Clerk of Commission
Augusta Richmond County Commission
535 Telfair Street
Augusta, GA 30901

RE: Nominations for Service on the Richmond County Hospital Authority

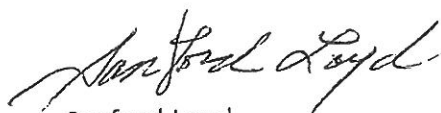
Dear Ms. Bonner:

This cover letter is to submit nominations for service on the Richmond County Hospital Authority for four vacant positions. The recommended citizens, as required by the by-laws of the Authority, are residents of Richmond County. Each has been "consulted with by the Authority and has agreed to serve in the event of appointment." They also represent the broad makeup of the community by geographic location, sex, race, and religion.

The list of nominees is enclosed. The recommended nominees (Joan Steinberg, Dr. Miriam Atkins, Virginia Patterson, and Dr. Don Loeb) have filed talent bank applications online.

If you have any questions or need additional information, please contact me at 706-722-6105.

Sincerely,



Sanford Loyd
Richmond County Hospital Authority Chairman

2025 RCHA Member Nominees

<u>Vacant Spot 1</u>	<u>Vacant Spot 2</u>	<u>Vacant Spot 3</u>	<u>Vacant Spot 4</u>
Joan Steinberg	Dr. Miriam Atkins	Virginia Patterson	Dr. Don Loeb
David Hogg	John Cates	James O'Neal	Jay Murray
Les Perry	Duncan Johnson	Rachael Ray	Kim Wilder

THE RICHMOND COUNTY HOSPITAL AUTHORITY BYLAWS
[DRAFT REVISED MARCH 21, 2024]

Article I

Name and Principal Office of the Authority

Section 1. This public body corporate was created by a resolution of the Board of Commissioners of Roads and Revenues of Richmond County (now Board of Commissioners of Augusta-Richmond County), Georgia on September 25, 1959, under the authority granted to said county by Georgia Law 1941, as amended, known as the “Hospital Authorities Law.” The name of the organization is the Richmond County Hospital Authority.

Section 2. The principal office and place of business of the Authority is 1350 Walton Way in the City of Augusta, Richmond County, Georgia.

Article II

Power of the Authority

The Authority shall have such powers as are granted to it under the “Hospital Authorities Law” and the other applicable laws of the State of Georgia, and the resolution of the Board of Commissioners of Augusta-Richmond County, Georgia creating the Authority.

Article III

Duties, and Responsibilities, of the Hospital Authority

The purposes of the Richmond County Hospital Authority are to serve the public healthcare needs and welfare of the citizens of Richmond County through:

Section 1. The exercise of all powers, rights, responsibilities, and duties granted, imposed or reasonably implied by law upon a body, corporate and politic, by the laws of the State of Georgia, specifically including, but not limited to, the Georgia Hospital Authorities Law (OCGA Sec. 31-7-70 et. seq.) and as such laws may be subsequently amended.

Section 2. The exercise of all powers, rights, responsibilities, and duties granted, imposed or reasonably implied by law upon any County Authority as set forth in the laws of the State of Georgia, as such laws may be subsequently amended, except to the extent expressly limited by the Georgia Hospital Authorities Law.

Section 3. Except to the extent limited by the Hospital Authorities law, to exercise any and all powers now or hereafter possessed by non-profit corporations performing similar functions.

Section 4. To exercise any and all rights and fulfill the duties and responsibilities set forth in the Affiliation Agreement between University Health, Inc., University Health Service, Inc, and Piedmont Healthcare, Inc., dated as of January 31, 2022, as that agreement might be subsequently amended; and/or any other similar successive agreement.

Section 5. The exercise of all powers, rights, responsibilities and duties reasonably implied from the foregoing, or reasonably necessary to carry out the foregoing purposes.

Article IV

Statement of Mission

The Mission of the Richmond County Hospital Authority is to fulfill its obligations under the Hospital Authorities Act with particular emphasis on planning and promoting efforts to meet the healthcare needs and promote the health and well-being of the citizens of Richmond County.

Article V

Membership

Membership in the Richmond County Hospital Authority shall be established as set forth in the 1959 Resolution of the Board of Commissioners, as modified by Ga. Law 1985, p. 3892, and any subsequent legislation as follows:

Section 1. The Authority shall consist of nine members who shall be residents of Richmond County, Georgia. The members of the Authority shall represent the broad interests of the community.

Section 2. To the extent that they are consistent with any statutory requirements, the following desired (but not mandatory) characteristics shall be utilized in selecting board members:

- a. Representation of all geographic areas of Richmond County.
- b. Evidence of a business or professional background including a knowledge of finance, healthcare, leadership, corporate governance and/or personnel matters.
- c. Commitment to spending the time necessary to be a properly oriented, educated, and participating board member.
- d. Recognition of all sexes and racial or ethnic population.
- e. Inclusion of health care professional(s).

- f. Exclusion of elected officials and county employees except Board of Education employees.

Section 3. The term of office for each member shall be four years, although members may be reappointed for a successive term. Generally, a member may not serve more than two consecutive full terms of office and shall not be eligible for reappointment unless the member has been out of office for one full year. However, members who are elected as Officers may continue to serve an additional term if appropriate to fulfill their term as Officers. A member shall serve until his term expires and until a successor has been appointed. Reasonable efforts should be made to attempt to “stagger” the terms of office to enhance continuity and stability of the Authority.

Section 4. Should any member of the Authority die, resign, or become disqualified to act before the expiration of the member’s term, then the Augusta-Richmond County Commission shall appoint a successor or successors for the unexpired term or terms in the manner in which is prescribed in Section 5.

Section 5.

- a. One member of the Authority shall be appointed by the Augusta-Richmond County Commission from among the members of the Commission, who shall have full voting rights as a member of the Authority.
- b. Appointment of each of the other members of the Authority shall be made by the Augusta-Richmond County Commission from the names of three eligible persons submitted by the Authority to said Commission.
- c. To encourage participation of members of the Active Medical Staff, the Authority shall select at least three names from members of the Active Medical Staff and at least one of the appointments shall then be made from this list pursuant to the procedure for the appointment of the other members.

Section 6. A member of the Authority shall attend 75 percent of regular quarterly meetings and regularly scheduled committee meetings during a calendar year unless excused by the Authority for illness, absence from the area, or other acceptable reasons. Failure to attend the required number of meetings may be considered a tender of resignation and such member may be removed by the Authority at any regular or special meeting of the Authority after written notice to the subject member.

Section 7. The President of Piedmont Augusta Hospital shall serve as an advisor to the Authority; but shall not be a member of the Authority and shall have no voting power in matters handled by the Authority.

Section 8. Members shall comply with all applicable laws and regulations regarding conflict of interest and the Ethical Requirements of serving on a Hospital Authority. Members may be required to complete an annual Conflict of Interest disclosure statement as a condition of service on the Authority.

Section 9. Members shall be sworn in as soon as possible after having been first appointed to the Authority. It shall not be necessary for members to be sworn in for subsequent terms. New members shall participate in an orientation process within a reasonable time after their selection to the Board. All members shall participate in periodic continuing board education/development programs, Including, but not limited to, periodic review of the Hospital Authorities Law, these Bylaws and the Georgia Open Meetings and Open Records Statutes.

Article VI

Meetings of the Authority

Section 1. All meetings of the Authority shall be conducted in substantial compliance with the Georgia Hospital Authorities Act and the Georgia Open Meetings Act.

Section 2. Absent extenuating circumstances, regular meetings of the Authority shall be held quarterly at such time and place as may be designated by a resolution of the Authority.

Section 3. Special meetings of the Authority shall be called by the Secretary when directed by the Chairman or upon the written request of at least four (4) members.

Section 4. A majority of the members of the Authority shall constitute a quorum for the transaction of business.

Section 5. An advance copy of the meeting agenda shall, to the extent practical, be sent to the board members with the notice of meeting and no item shall be placed on the agenda in advance without the concurrence of the Chair. If any board member brings up any matter for consideration which is not on the published agenda, any other member (including the Chair) may call for a vote as to whether or not such matter shall be conducted at the meeting.

Section 6. The following order of business shall prevail at regular meetings except that members present at any one meeting may agree to vary from the order for special purposes:

1. Call to order, ascertain quorum, excuse absences, and verify proper posting of the Notice of the Meeting outside the Administrative Suite of the hospital;
2. Motion to Modify or Amend Agendas (if required);
3. Approval of Minutes of Previous Board Meetings;
4. Review of Authority financial matters, if appropriate;
5. Motion to Adjourn into Executive Session in accordance with the Open Meetings Act(to consider any of the following matters):
 - a. Any applicable medical staff matters;
 - b. Quality assurance matters;
 - c. Legal matters;

- d. Exempt personnel matters;
 - e. Exempt property transactions;
 - f. Potentially commercially valuable plans, proposals, or strategies;
 - g. Strategic planning updates; and
 - h. Any other matters appropriate for executive Session.
- 6. Ratify any actions taken in Executive Session (in accordance with the provisions of the Georgia Open Meeting Act);
 - 7. Reports from Committees (if any);
 - 8. Unfinished business (other than items raised in committee reports);
 - 9. New business (other than items raised in committee reports);
 - 10. Administration reports (to the extent not covered in Executive Session);
 - 11. Reports and/or comments from visitors; and
 - 12. Adjournment.

Section 7. Except to the extent otherwise provided by law, or by these bylaws, meetings of the Board and all committees thereof shall be conducted according to Roberts Rules of Order.

Article VII

Officers

Section 1. The officers of the Authority shall be a Chair, a Vice-Chair/Chair-Elect, and a Secretary/Treasurer, all of whom shall be elected or appointed by the Authority from its own membership, and shall hold office for a period of two (2) years or until their successors shall have been duly elected and qualified. Vacancies in any of the aforementioned offices may be filled by the Authority at any regular meeting or at any special meeting called for this purpose.

Section 2. The Chair shall, when present, preside at all meetings of the Authority and shall be (ex-officio) a member of all committees.

Section 3. The Vice-Chair/Chair-Elect shall perform the duties of the Chair in the absence or disability of the Chair. It is anticipated that the Vice-Chair/Chair-Elect shall be elected Chair at the end of the current Chair's term.

Section 4. The Secretary shall cause the minutes of the proceedings of the Authority to be maintained in an appropriate manner. The Secretary shall cause all documents pertaining to the business of the Authority to be preserved and maintained and shall perform such duties as the

Authority may, from time to time, direct. Any member of the Authority may, at all reasonable times, have access to the minutes and other records of the Authority. The Authority may designate an Assistant Secretary who need not be a member of the Authority to assist with the administrative duties of the Office of the Secretary.

Article VIII

Liaison with Piedmont Augusta Hospital

Section 1. The President of Piedmont Augusta Hospital serve as a liaison with the Authority.

Section 2. The authority and responsibility of the liaison shall include:

- a. Serving as the primary channel of communications between the Authority and Piedmont Augusta Hospital, Piedmont Healthcare and their affiliated and subsidiary corporations.
- b. Attending all meetings of the Authority and serving on Authority committees thereof, as requested.
- c. Providing administrative and budgetary support for the Authority.
- d. Assisting the Authority in accomplishing any specific objectives that it should adopt.
- e. Representing the Authority as requested in its relationships with other governmental and professional entities.

Article IX

Committees

Section 1. Appointment of Committees

Committees shall consist of three types: 1) Executive Committee; 2) Standing; and 3) Ad Hoc. The Executive Committee shall be a Standing Committee and shall be chosen as provided herein.

Except for the Executive Committee, the Chair shall appoint the members of all remaining committees.

Section 2. Executive Committee.

The Executive Committee shall consist of three voting members: Chair of the Authority as Chair of the Executive Committee, the Vice-Chair/Chair-Elect, and the immediate Past-Chair. The CEO of Piedmont Augusta Hospital, the Secretary of the Authority and General Counsel

shall serve as ex-officio members of the Executive Committee without a vote. In the event that any matter should arise requiring immediate Board action, the Executive Committee shall have power to transact business for the Authority, provided no actions shall conflict with the policies and expressed wishes of the Authority, and that such actions shall be reported to the Authority at its next regularly scheduled meeting. The Chair of the Authority as Chair of the Executive Committee shall have a vote on said committee at all times. Other committees may not act on behalf of the Board except to the extent they have been expressly authorized to do so from time to time for specific purposes.

SECTION 3. Standing Committee.

Standing Committees shall have the responsibility to study issues, review facts, and submit recommendations to the Board for action. Unless specifically and expressly authorized for specific purposes from time to time by the entire Board, Standing Committees shall not be authorized to act for the entire Board.

SECTION 4. Ad Hoc Committees.

Ad Hoc Committees may be appointed by the Chair for such special tasks as circumstances warrant. Such special committees shall limit their activities to the accomplishment of the task for which created. Upon completion of the assigned task, the committee will automatically be dissolved.

Article X

Indemnification

Section 1. The Authority shall indemnify its members, past members, officers, employees, and agents to the extent and under the circumstances allowed by law.

Section 2. To the extent permitted by Georgia law, the Authority may purchase and maintain insurance on behalf of any person who is or was a Trustee, Director, Officer or in a senior administrative or managerial position of the Authority, or is or was serving as a Trustee, Director, Officer or in a senior administrative or managerial position insuring such person against any liability asserted against him or incurred by him arising out of such capacity whether or not the Authority would have the power to indemnify him against such liability under the laws of the State of Georgia.

Article XI
Amendment and Review

Section 1. Amendment.

These Bylaws may be amended by affirmative vote of a majority of all of the members of the Authority (not just the majority of members present at any regular meeting of the Authority), provided the amendment shall have been proposed at a previous regular meeting.

Section 2. Regular Review.

These Bylaws shall be reviewed at least every two years by the entire Authority, and/or in conjunction with the orientation of any new member to the Authority, and/or in conjunction with the continuing education process of existing members.



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Mrs.
First Name * Joan
Middle Name * Harris
Last Name * Steinberg
Suffix
Date Of Birth * 3/27/1954
Address * Street Address
 9 Bristlecone Way
 Address Line 2
 City State / Province / Region
 Augusta GA
 Postal / Zip Code Country
 30909 United States
Home Phone * 7069515700
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 * Female
Occupation * Realtor
Interests Tennis, Movies, Real Estate, Walking, watching sports

Commissions, Authorities, & Boards

Volunteer For * Richmond County Hospital Authority
 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

jsteinberg@blanchardandcalhoun.com



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Dr.
First Name * Miriam
Middle Name * J.
Last Name * Atkins
Suffix
Date Of Birth * 5/11/2025
Address * Street Address
 1 7th St
 Address Line 2
 Suite 1803
 City State / Province / Region
 Augusta GA
 Postal / Zip Code Country
 30901 United States
Home Phone * 7064149968
Work Phone
Registered Voter *
☒ District 1
 ☐ District 2
☐ District 3
 ☐ District 4
☐ District 5
 ☐ District 6
☐ District 7
 ☐ District 8
☐ None
Marital Status * Divorced
Education * Doctorate Degree
Race * Black
Gender * Female
Occupation * Physician
Interests Reading, Traveling, Ballroom Dancing, Fine Dining

Commissions, Authorities, & Boards

Volunteer For * Richmond County Hospital Authority
 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**

miratkins@aol.com



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mrs.		
First Name *	Virginia		
Middle Name *	Magnolia		
Last Name *	Patterson		
Suffix			
Date Of Birth *	7/5/1969		
Address *	Street Address 2748 Spirit Creek Road Address Line 2 City Hephzibah Postal / Zip Code 30815		
	State / Province / Region		GA
	Country		United States
Home Phone *	7065643196		
Work Phone	7067989363		
Registered Voter *	<input type="radio"/> District 1 <input type="radio"/> District 3 <input type="radio"/> District 5 <input type="radio"/> District 7 <input type="radio"/> None		
	<input type="radio"/> District 2 <input checked="" type="radio"/> District 4 <input type="radio"/> District 6 <input type="radio"/> District 8		
Marital Status *	Married		
Education *	College Degree		
Race *	Black		
Gender *	Female		
Occupation *	Retired Teacher		
Interests	Societal - Community/Economic Development, Homelessness, Housing, Pedestrian /Non-Motor Vehiclist Safety		

Commissions, Authorities, & Boards

Volunteer For * Richmond County Hospital Authority
 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

virginia.patterson705@gmail.com



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Dr.		
First Name *	Donald		
Middle Name *	Hulbert		
Last Name *	Loebl		
Suffix	Jr.		
Date Of Birth *	6/17/1976		
Address *	Street Address 1114 GLENN AVENUE Address Line 2 City AUGUSTA Postal / Zip Code 30904		
			State / Province / Region GA Country United States
Home Phone *	7062848849		
Work Phone			
Registered Voter *	<div style="display: flex; justify-content: space-between;"> <div> <input type="radio"/> District 1 <input checked="" type="radio"/> District 3 <input type="radio"/> District 5 <input type="radio"/> District 7 <input type="radio"/> None </div> <div> <input type="radio"/> District 2 <input type="radio"/> District 4 <input type="radio"/> District 6 <input type="radio"/> District 8 </div> </div>		
Marital Status *	Married		
Education *	Doctorate Degree		
Race *	White		
Gender *	Male		
Occupation *	Pulmonary and Critical Care Physician		
Interests	Reading, yard work, golf		

Commissions, Authorities, & Boards

Volunteer For * Richmond County Hospital Authority
 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

DLOEBLJR@GMAIL.COM

TALENT BANK INFORMATION QUESTIONNAIRE

To be completed by persons desiring to volunteer their services on the Planning and Zoning Authority, Board or Commission for Augusta-Richmond County.

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

Date 1/19/2017

1. Name: JAMES O'NEAL
2. Home Phone: 678 770 5281 Business Phone: 706 790 4600
3. Address: 2959 Foxhall Cir Richmond GA 30907
Street County State Zip
4. Date of Birth: 12/19/1971 Sex: Male ☒ Female ☐
5. Registered Voter: Yes ☒ No ☐
6. Voting District: 7
7. Marital Status: Single ☐ Married ☐ Separated ☐
Engaged ☐ Divorced ☒
8. Education: High School AR Johnson Magnet
College MOREHOUSE COLLEGE, ATLANTA
9. Relatives working for the City/County: NONE
10. Occupation: Insurance Agent
11. Race: White ☐ African American ☒ Asian American ☐
Spanish Surnamed ☐ American Indian ☐ Other ☐
12. List Boards you presently serve on: Leadership Augusta, Augusta Chamber of Commerce,
13. List any area in which you have a particular interest or expertise:
Real Estate Remodeling/Renovations LAND USAGE
WATER AND POWER DISTRIBUTION



Commission Meeting

July 22, 2025

Affidavit

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