



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, November 21, 2023

2:00 PM

INVOCATION

Elder Jerome Peterson, Pastor, Highway 56 Church of Christ

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

RECOGNITION(S)

A. **Congratulations!** 2023 October Years of Service (YOS) 25-50 year.

DELEGATION(S)

B. **Mr. Dave Olson**, President of Savannah River Mission Completion (SRMC) would like to provide the Commission an update on our mission at the Savannah River Site (SRS). SRMC is the new liquid waste contractor at SRS. We began our contract in March 2022, and this is a 10 year contract with a potential for an additional 5 years. We employ approximately 3,700 employees and have partnerships within local communities (academia, chambers, non-profits, etc.)

C. **Ms. Jasmine Ryans** regarding streetlighting improvement proposal for 3313 through 3317 Mike Padgett Highway

D. **Mr. Richard E. Jones** regarding repair work on manways and roads in Augusta.

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

F. **Minister Dante Barley** regarding abandon buildings and licenses.

CONSENT AGENDA

(Items 1-25)

PLANNING

1. **Motion to approve Z-23-46** – A request for concurrence with the Augusta Planning Commission to **approve** with conditions a petition by Southern Civil Solutions, LLC, on behalf of Decorum Medicine, LLC, requesting a rezoning from zone **R-1A (One-family Residential)** to zone **R-1E (One-family Residential)** affecting property containing approximately 5.36 acres located at **2620 Barton Chapel Road**. Tax Map #095-0-020-00-0. **DISTRICT 5**
2. **Motion to approve Z-23-47** – A request for concurrence with the Augusta Planning Commission to **deny** a petition by Mary Ross on behalf of Mary Ross and Richard Makerson requesting a rezoning from zone **A (Agricultural)** and **R-3B (Multiple-family Residential)** to zone **R-3B**

(Multiple-family Residential) affecting properties containing approximately 4.83 acres located at 1015, 1027, 1029 and 1033 Moseley Road. Tax Map #338-0-003-42-0, 338-0-003-41-0, 338-0-003-40-0 and 338-0-003-39-0. **DISTRICT 8**

- 3. Motion to approve Z-23-48** – A request for concurrence with the Augusta Planning Commission to **approve** with conditions a petition by Brandi Wallace on behalf of Sherri Valencia requesting a **rezoning from zone R-1 (One-family Residential) to zone A (Agricultural) affecting property containing approximately 10.1 acres located at 1898 Brown Road. Tax Map #212-4-002-00-0.DISTRICT 8**
- 4. Motion to approve Z-23-50** – A request for concurrence with the Augusta Planning Commission to **approve** with conditions a petition by High Brass Development LLC, on behalf of Glenda Degenhardt and Johnny Anderson, Sr. requesting a **rezoning from zone A (Agricultural) and R-1A (One-family Residential) to zone R-1D (One-family Residential) affecting property containing approximately 10.81 acres located at 2804 Meadowbrook Drive. Tax Map #119-0-006-00-0.DISTRICT 5**
- 5. Motion to approve SE-23-08** – A request for concurrence with the Augusta Planning Commission to **approve** with a condition, a petition by Mary Ross on behalf of Mary Ross and Richard Makerson requesting a **special exception to establish a lodging and boarding house** per Section 17-2(b) of the Comprehensive Zoning Ordinance affecting property containing approximately 4.83 acres located at **1015, 1027, 1029 and 1033 Moseley Road. Zone R-3B (Multiple-family Residential).** Tax Map #338-0-003-42-0, 338-0-003-41-0, 338-0-003-40-0 and 338-0-003-39-0.**DISTRICT 8**

PUBLIC SERVICES

- 6. Motion to approve New Location: A.N. 23-12:** A request Henry Scheer for a consumption on premise **Beer & Wine License** and a retail package **Beer & Wine License** to be used in connection with Mally's Market located at **2860 Washington Rd. District 7. Super District 10. (Approved by Public Services Committee November 14, 2023)**
- 7. Motion to approve** a request by Planning & Development to renew the existing **Alcohol Licenses** in Augusta. There will be **Sunday Sales, Dance, Arcades, Wholesale, Alcohol Catering, and an Adult Bookstore. (Approved by Public Services Committee November 14, 2023)**
- 8. Motion to approve** Resolution designation of **Sunday February 11, 2023**, as the Sunday designated for Bars to be open for Sunday Bowl Sunday. **(Approved by Public Services Committee November 14, 2023)**
- 9. Motion to approve New Location: Massage Operator:** A request by Michael Martin for a **Massage Operator's License** to be used in connection with **The Athletic Standard** located at **211 Hudson Trace. District 7. Super District 10. (Approved by Public Services Committee November 14, 2023)**
- 10. Motion to approve** Aviation Fuel Supplier Contract with Ascent Aviation Group, Inc. Approved by the Augusta Aviation Commission on October 26, 2023. RFP 23-246 Aviation Fuel Supply Agreement terms: (3) three-year agreement with (2) two one-year renewable options. **(Approved by Public Services Committee November 14, 2023)**
- 11. Motion to approve** the Purchase of Three (3) Golf Carts from Mr. Golf Carts in the amount of \$36,870.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-222 **(Approved by Public Services Committee November 14, 2023)**

- 12.** Motion to **approve** the Purchase of One (1) Baggage Tractor from Aero Specialties, Inc. in the amount of \$58,490.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-225 (**Approved by Public Services Committee November 14, 2023**)
- 13.** Motion to Approve the purchase of one (1) Towbarless Aircraft Tug from JBT Lektro, Inc. for the amount of \$136,437.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-202
- 14.** Motion to **approve** increasing the Augusta Regional Airport 2023 budget in the amount of \$1,000,000 for October, November, and December aircraft fuel expense. (**Approved by Public Services Committee November 14, 2023**)
- 15.** Motion to **approve** a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program. (**Approved by Public Services Committee November 14, 2023**)
- 16.** Motion to **approve** the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. (**Approved by Public Services Committee November 14, 2023**)
- 17.** Motion to **approve** the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. (**Approved by Public Services Committee November 14, 2023**)
- 18.** Motion to **approve** the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. (**Approved by Public Services Committee November 14, 2023**)
- 19.** Motion to enter into a memorandum of understanding with the Augusta Conventions and Visitors Bureau, Inc. for the implementation of an outdoor urban zipline adventure center on the 5th Street Bridge along the Augusta Riverwalk. (**Approved by Public Services Committee November 14, 2023**)

ADMINISTRATIVE SERVICES

- 20.** Motion to **approve** proposed priorities for FY25 Federal Congressionally Directed Spending. (**Approved by Administrative Services Committee November 14, 2023**)

ENGINEERING SERVICES

- 21.** Motion to **approve** and **authorize** Environmental Services (Landfill & Waste Collection) Operations Optimization (attached Exhibit A) Implementation to achieve Operations required Productivity & Efficiency; with the funding of three positions now and the funding of the remaining two positions at a later date with the Administrator to move funding from one line item to another. (**Approved by Engineering Services Committee November 14, 2023**)

PUBLIC SAFETY

- 22.** Motion to **approve** the purchase of a Modular building from Modular Technologies Inc. 23-258 (**Approved by Public Safety Committee November 14, 2023**)
- 23.** Motion to **approve** VitalCore Health Strategies LLC amendment to contract for the Richmond County Sheriff's Office Inmate Medical Contract. (**Approved by Public Safety Committee November 14, 2023**)

PETITIONS AND COMMUNICATIONS

- 24.** Motion to **approve** the minutes of the November 7, 2023 regular meeting of the commission and the Special Called Meeting held November 14, 2023.

APPOINTMENT(S)

- 25.** Motion to **approve** the appointment of Mr. Dwight Bonner to the Augusta Port Authority representing District 1.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 26-31)

PUBLIC SERVICES

- 26.** Motion to **approve New Location: Address Change Only:** A request by Zhi Ye for a change of address for **Ye's Massage** from **3435 Wrightsboro Rd** to **1912 Walton Way**. District 1. Super District 9. (**No recommendation from the Public Services Committee November 11, 2023**)

ADMINISTRATIVE SERVICES

- 27.** Request approval for Exceptional Circumstance Salary Increase to designated Central Service employees. (**Requested by Commissioner Alvin Mason**)

FINANCE

- 28.** Presentation of Administrator's recommendation for funding new jail pods.
- 29.** Motion to **cut 2%** of the administrator proposed budget from all city departments including enterprise funds, NGO's, outside agencies, and elected officials budgets. All money will be put in a reserve fund. The governing body will have a 6 month review of all departments. Each department/entity will have to show the need for additional money. The requests for additional funds will be voted and approved by the governing body. (**Requested by Commissioner Sean Frantom**)

ADMINISTRATOR

- 30.** Approve the resolution adopting the FY 2024 budget for Augusta, Georgia.

LEGAL MEETING

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

**Commission Meeting**

November 21, 2023

Years of Service

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! 2023 October Years of Service (YOS) 25-50 year.
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

Item A.

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

November 06, 2023

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 **October 2023**, 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
TAMMIE	JOYNER	PARKS & RECREATION	25
MICHAEL	FALLEN	PARKS & RECREATION	25
BILLY	RUCKER	PARKS & RECREATION	30
ROBBIE	MARTIN	PARKS & RECREATION	35
AMY	JORDAN	UTILITIES	35

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for **Tuesday, November 21, 2023**, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. **All persons to be recognized should be in the Commission Chambers by 1:45 p.m.**

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 826-1376 or via e-mail at tbacote@augustaga.gov, by **Friday, November 17, 2023, 12:00 Noon**. Your support and cooperation are much appreciated.

With regards,
Anita Rookard, HR Director
/tnb

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



Commission Meeting

November 21, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Dave Olson , President of Savannah River Mission Completion (SRMC) would like to provide the Commission an update on our mission at the Savannah River Site (SRS). SRMC is the new liquid waste contractor at SRS. We began our contract in March 2022, and this is a 10 year contract with a potential for an additional 5 years. We employ approximately 3,700 employees and have partnerships within local communities (academia, chambers, non-profits, etc.)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>11/21/23</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Emily Saleeby on behalf of Dave Olson (President of Savannah River Mission Completion)

Address: Savannah River Site, 766-H Rm. 2402, Aiken, SC 29808

Telephone Number: 843-319-9552

Fax Number: _____

E-Mail Address: Emily.Saleeby@srs.gov

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

Dave Olson, President of Savannah River Mission Completion (SRMC) would like to provide the Commission an update on our mission at the Savannah River Site (SRS). SRMC is the new liquid waste contractor at SRS. We began our contract in March 2022, and this is a 10 year contract with a potential for an additional 5 years. We employ approximately 3,700 employees and have partnerships within local communities (academia, chambers, non-profits, etc.) Happy to provide any additional information that is needed.

Please send this request form to the following address:

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

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

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



Commission Meeting

November 21, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Jasmine Ryans regarding streetlighting improvement proposal for 3313 through 3317 Mike Padgett Highway
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>November 21, 2023</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Jasmine Ryans
 Address: 3418 Camak Dr Augusta, GA 30909
 Telephone Number: 706-832-5710
 Fax Number: _____
 E-Mail Address: jasminerryans@gmail.com

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

Street Lighting Improvement Proposal for 3313 through 3317
Mike Padgett Highway

Please send this request form to the following address:

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Clerk of Commission
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Commission Meeting

November 21, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Richard E. Jones regarding repair work on manways and roads in Augusta.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting	21 November 2023
<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 checked="" 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: Richard E Jones
 Address: 2316 Tudor Dr Augusta
 Telephone Number: 762-218-0794 or 706 306 1246
 Fax Number: _____
 E-Mail Address: REJones0204@gmail.com

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

Repair work budget money for Repairs on
Manways on Roads in Augusta

Please send this request form to the following address:

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

Telephone Number: 706-821-1820
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ROADS AND MANWAYS IN NEED OF REPAIR IN
AUGUSTA, GEORGIA (RICHMOND COUNTY AREAS)

1. 4 Manway covers sticking up in right lane on Laney Walker Blvd to Eastboundary from 4th street. Wo# 35510
2. 5 Manways covers on Baker Ave to Central Ave. wo # 35512
3. 3 Manway cover on Tubman Home Rd. from Gordon Hwy to Peach Orchard rd. wo #35515
4. RE surface Heard Ave from Walton way to Central Ave, wo# 505124
- * 5. * STATE RD Peach Orchard Hwy 25 from Lumpkin Rd. to Tubman Home Rd. about 6 humps in the left lane heading north to the city. Wo# 35516 GDOT
- * 6. * Manway cover Olive Rd and Essay Mae McIntire belong to AT&T. Does the city coordinate with AT&T or Georgia Power? Wo# 35508
7. Hole in street Walton Way an Baker Ave. Wo# 51247
8. Manway at Watkins St. an Crawford Ave on the side of Bethel AME church sticks up like a mound Wo# 51363
9. Metal Plate on Olive Rd Wo# 410882



Commission Meeting

November 21, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Natasha Jenkins regarding support for iCandy University Dance Team.
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

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<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
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<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input checked="" 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: Richard E Jones
 Address: 2316 Tudor Dr Augusta
 Telephone Number: 762-218-0794 or 706 306 1246
 Fax Number: _____
 E-Mail Address: REJones0204@gmail.com

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

Repair work budget money for Repairs on
Manways on Roads in Augusta

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AT&T or Georgia Power? Wo# 35508
7. Hole in street Walton Way an Baker Ave. Wo# 51247
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mound Wo# 51363
9. Metal Plate on Olive Rd Wo# 410882



Commission Meeting

November 21, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Minister Dante Barley regarding abandon buildings and licenses.
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.

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<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: Min Dante Bary
 Address: 1814 Fayetteville DR Apt E3
 Telephone Number: 706-305-2551
 Fax Number: _____
 E-Mail Address: barldante351@gmail.com

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

abandon buildings and Licences

Please send this request form to the following address:

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

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

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Commission Meeting

November 21, 2023

Item Name: Z-23-46

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-46</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions a petition by Southern Civil Solutions, LLC, on behalf of Decorum Medicine, LLC, requesting a rezoning from zone R-1A (One-family Residential) to zone R-1E (One-family Residential) affecting property containing approximately 5.36 acres located at 2620 Barton Chapel Road. Tax Map #095-0-020-00-0. DISTRICT 5
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The development of the property shall substantially conform with the conceptual subdivision plan submitted with the application. 2. Development of the property shall not exceed 46 townhome units and have a minimum lot width of twenty-five (25) feet. 3. The townhome units shall feature a minimum of four (4) substantively distinct front façade designs, to be approved by Planning & Development staff. No adjacent units shall use identical façades. The developer shall abstain from the use of vinyl siding along front façades. 4. Approval of the rezoning request shall not constitute approval of the conceptual subdivision plan submitted with the rezoning application. Subdivision Development Plan approval, in compliance with the Land Subdivision Regulations of Augusta-Richmond County, is required prior to commencement of any improvements to the property. 5. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-46

Hearing Date: Monday, November 6, 2023

Applicant: Southern Civil Solutions, LLC

Property Owner: Decorum Medicine, LLC

Address of Property: 2620 Barton Chapel Road, Augusta, Georgia 30906

Tax Parcel #: 095-0-020-00-0

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

Commission District: 5 (B. Williams)

Super District: 9 (F. Scott)

Fort Eisenhower Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning from R-1A (One-family Residential) to R-1E (One-family Residential)	Townhomes	Comprehensive Zoning Ordinance, Section 13

Summary of Request:

This application involves a 5.36-acre property located in central Richmond County, east of Ft. Eisenhower, approximately 610 feet south of Glenn Hills Drive and approximately half a mile north of Deans Bridge Road. According to the applicants Letter of Intent, the purpose of the rezoning request is to construct 46 townhomes with a community garden on the property for fee simple title.

Comprehensive Plan Consistency:

The property is in the South Augusta Character Area. The 2018 Comprehensive Plan's vision for the South Augusta Character Area include 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 with Recommended Development Patterns to include infill residential development at densities compatible with the surrounding area.

Findings:

1. The property has access to public potable water and sanitary sewer systems.
2. The Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, classifies Barton Chapel Road as a minor arterial road.
3. Augusta Public Transit has a route running up and down Barton Chaple Road with a transit stop across the road from the property.

4. According to the FEMA Flood Insurance Rate Maps (FIRM) available on the Augusta-Richmond County GIS Maps, the property is not located within a Special Flood Hazard Area.
5. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
6. The property to the north is zoned B-1 (Neighborhood Business) with a church. The properties to the east are zoned R-1A (One-family Residential) consisting of single family homes on approximately quarter acre lots. The properties to the south are zoned R-1A (One-family Residential) and B-2 (Neighborhood Business). The residentially zoned property is vacant land, and the commercially zoned properties consists of single family homes on lots ranging in size from 0.14 acre to 0.3 acre. The properties to the west across Barton Chapel Road are zoned R-1A (One-family Residential) and B-1 (Neighborhood Business) along Barton Chapel Road with A (Agriculture) zoning in the back of the property with the R-1A (One-family Residential) zoning. The B-1 (Neighborhood Business) zoned property is vacant.
7. The topography of the property slopes from front to back, ranging approximately from 290 to 324 feet above sea level.
8. According to the Richmond County Tax Assessor's website there is a 768 square foot residence built in 1951 located on the property.
9. The proposed development would create a residential density of approximately 8.6 dwelling units per acre.
10. A preliminary traffic impact worksheet was submitted with the application and is currently under review by Traffic Engineering. The worksheet indicates that the current Level of Service (LOS) for Barton Chapel Road is at a Level of Service B. The proposed development would place an additional 268 trips on the road. With the proposed additional trips on Barton Chapel Road the level of service would remain at a Level of Service B. Traffic Engineering has reviewed the traffic impact worksheet and has determined that a detailed traffic analysis is not required.
11. The conceptual subdivision plan submitted with the application indicates that the minimum lot width will be twenty-five (25) feet for the proposed development.
12. The conceptual subdivision plan submitted with the application indicates that there will be ten (10) buildings with four (4) to six (6) residential units within each building.
13. The request for rezoning of the property for the proposed residential development is consistent with the Comprehensive Plan.
14. At the time of completion of this staff report staff did not receive feedback from citizens pertaining to this rezoning request.

Recommendation: The Planning Commission staff recommends Approval of the rezoning request changing the zoning of the property from R-1A to R-1E, with the following conditions:

1. The development of the property shall substantially conform with the conceptual subdivision plan submitted with the application.

2. Development of the property shall not exceed 46 townhome units and have a minimum lot width of twenty-five (25) feet.
3. The townhome units shall feature a minimum of four (4) substantively distinct front façade designs, to be approved by Planning & Development staff. No adjacent units shall use identical façades. The developer shall abstain from the use of vinyl siding along front façades.
4. Approval of the rezoning request shall not constitute approval of the conceptual subdivision plan submitted with the rezoning application. Subdivision Development Plan approval, in compliance with the Land Subdivision Regulations of Augusta-Richmond County, is required prior to commencement of any improvements to the property.
5. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia at the time of development.

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.



Southern Civil Solutions, LLC

Civil Engineering & Planning • Stormwater Monitoring • Erosion Control Inspections

August 24, 2023

City of Augusta - Department of Planning and Development
Planning Division
535 Telfair Street – Suite 300
Augusta, Georgia 30901

SUBJECT: LETTER OF INTENT FOR BARTON CHAPEL TOWNHOME DEVELOPMENT

To whom it may concern,

Decorum Holding, LLC proposes to develop property located at 2620 Barton Chapel Road (parcel number 095-0-020-00-0) into a 46-unit townhome neighborhood. The development would include a public road extended into the property, stormwater management facility, community garden, water and sewer extensions, and fee simple townhomes.

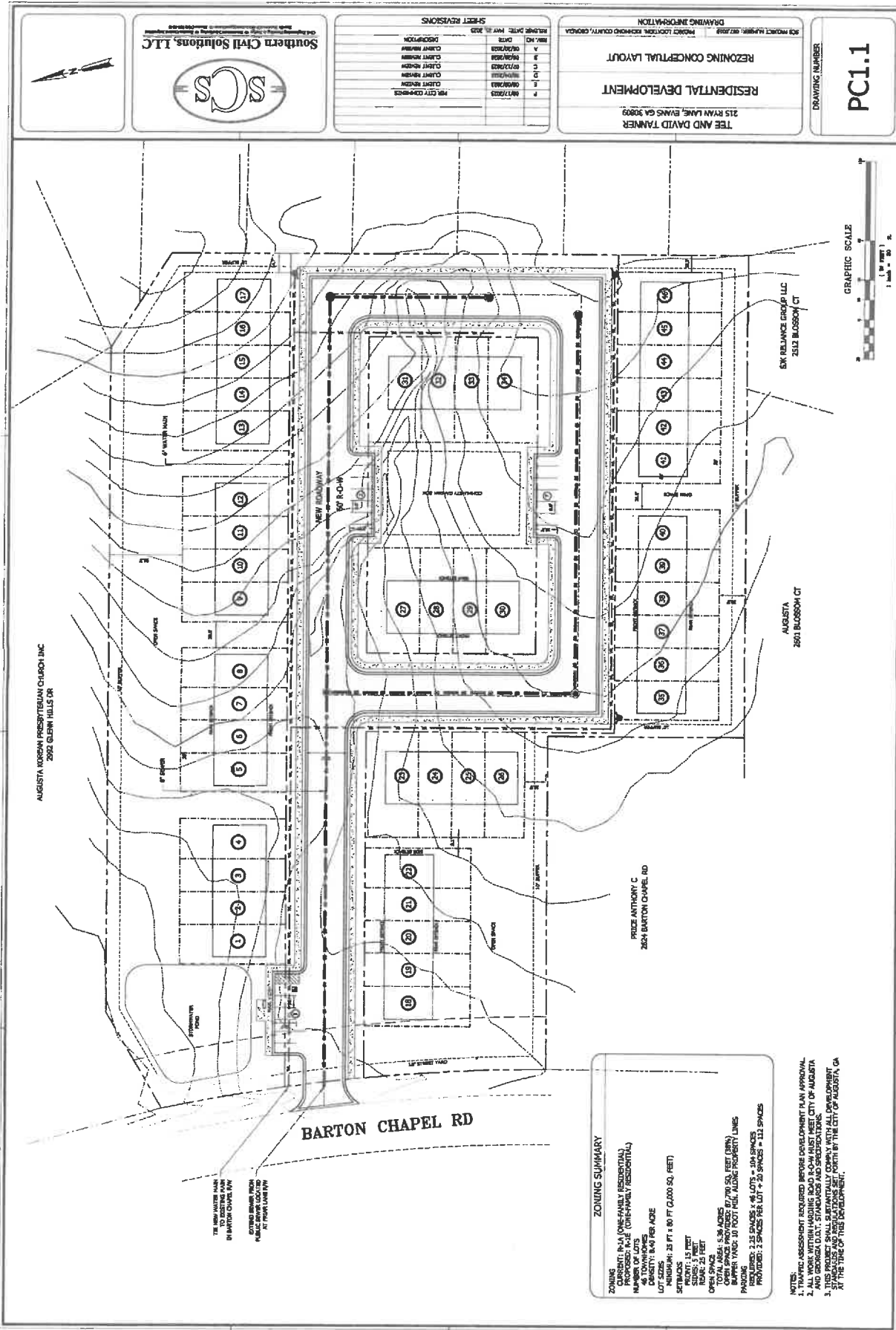
The property is currently zoned R-1A which does not allow townhomes. The Owner requests the property be rezoned to R-1E, which is suitable for this type of development and in conformance with the Comprehensive Land Use Plan. The development will have a 10-foot buffer which will minimize any effects on adjacent or nearby properties. We do not believe the proposed development will negatively impact existing streets, transportation facilities utilities, or schools.

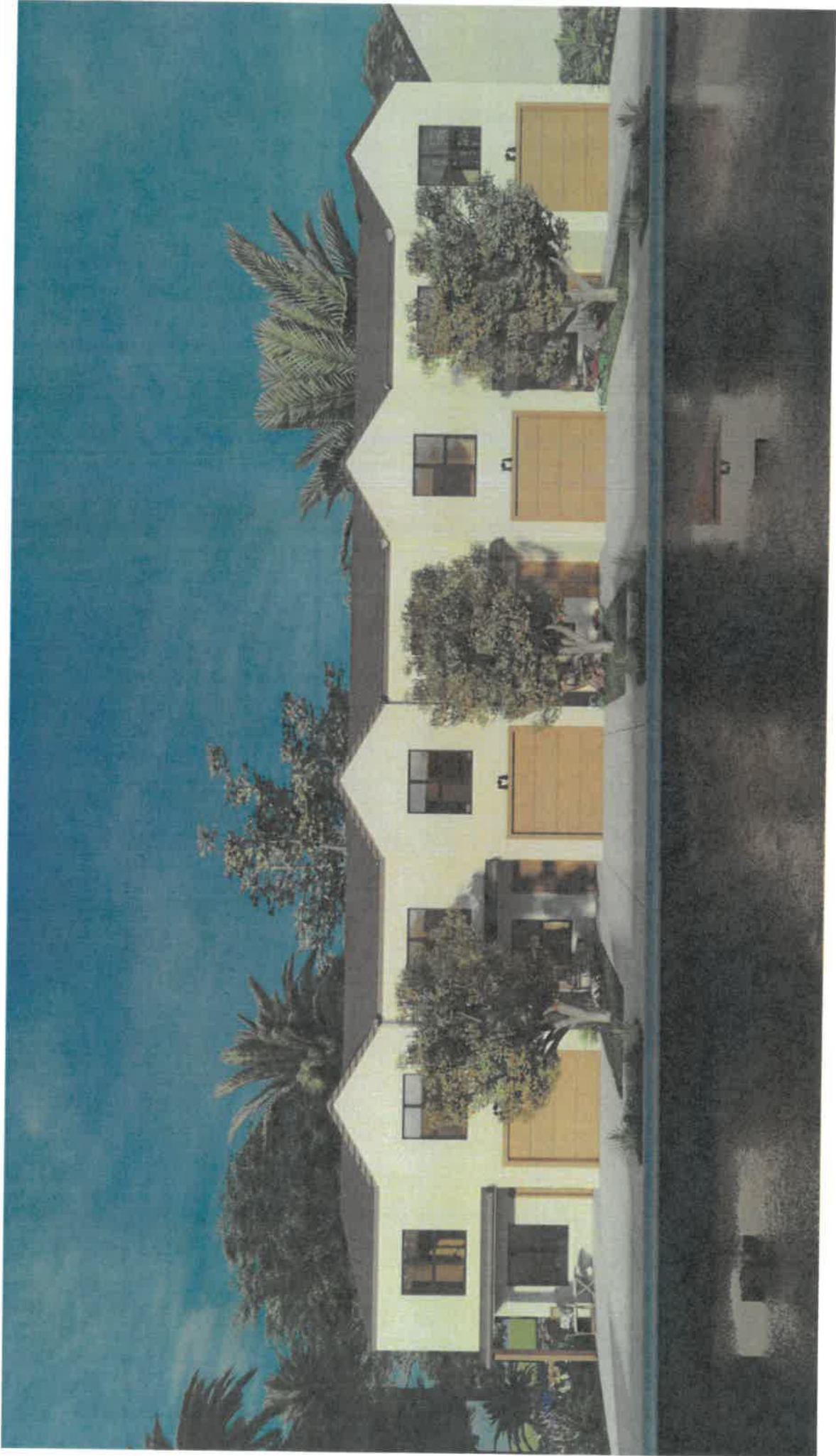
Please feel free to contact us if you have any questions or concerns.

Submitted Respectfully,

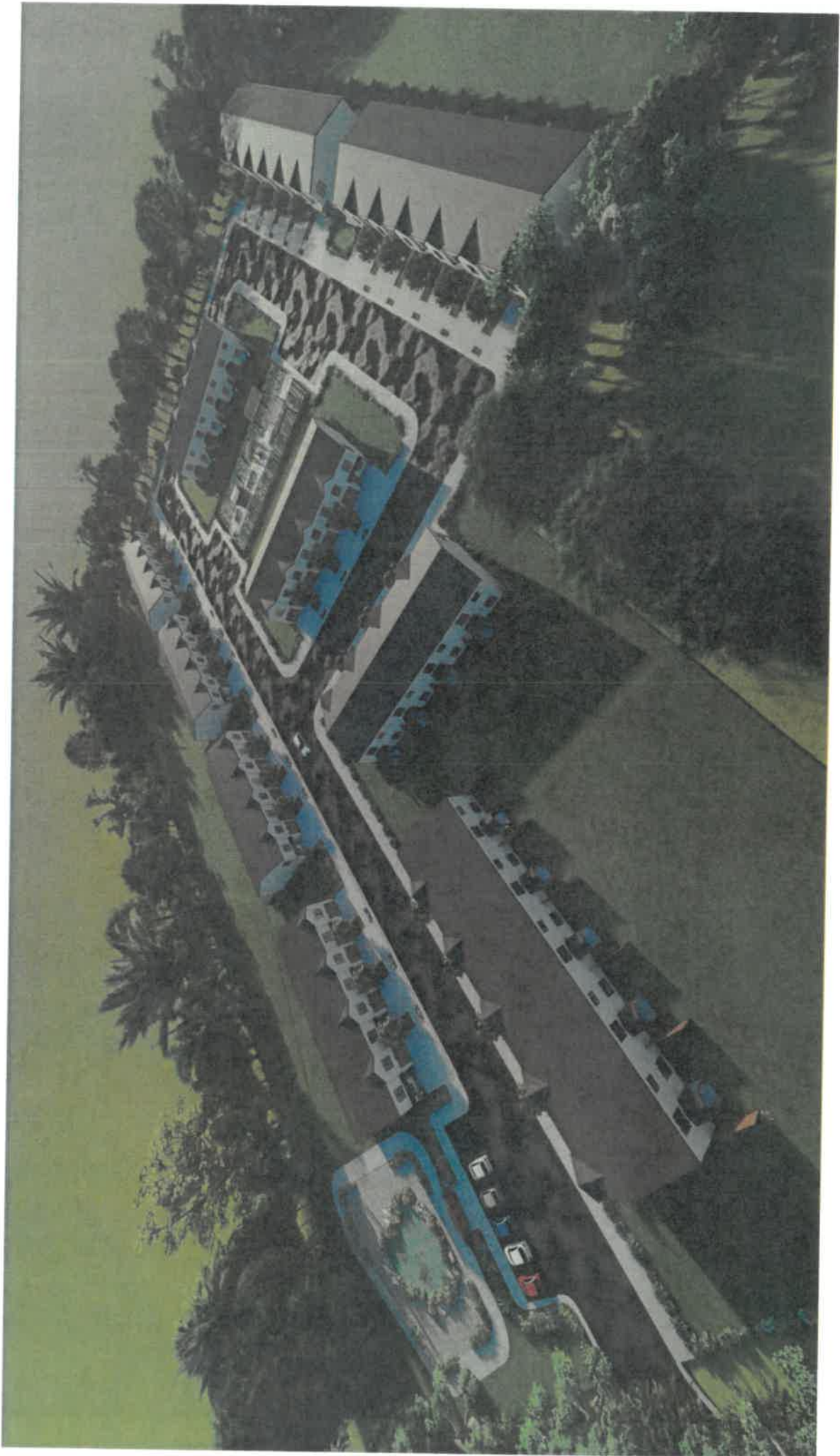
Southern Civil Solutions, LLC

Gary Bennett, PE
President/Owner














Planning Commission
Z-23-46
November 6, 2023

2620 Barton Chapel Road

Aerial

Legend

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
10/17/2023 MH18072

Augusta, GA Disclaimer

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Item 1.



0 400 Feet




Request: A Change of Zoning from Zone R-1A (One-Family Residential) to Zone R-1E (One-Family Residential) affecting property containing approximately 5.36 acres and located at 2620 Barton Chapel Road.
N Southern Civil Solutions LLC, on
b f Decorum Medicine LLC
P 095-0-020-00-0

Planning Commission
Z-23-46
November 6, 2023

2620 Barton Chapel Road

Current Zoning


Legend

 Subject Property

Zoning Classification

 A: Agriculture


 B-1: Neighborhood Business

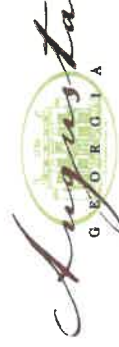
 B-2: General Business

 LI: Light Industry

 R-1A: One Family Residential

 R-1C: One Family Residential

 R-MH: Manufactured Home Residential



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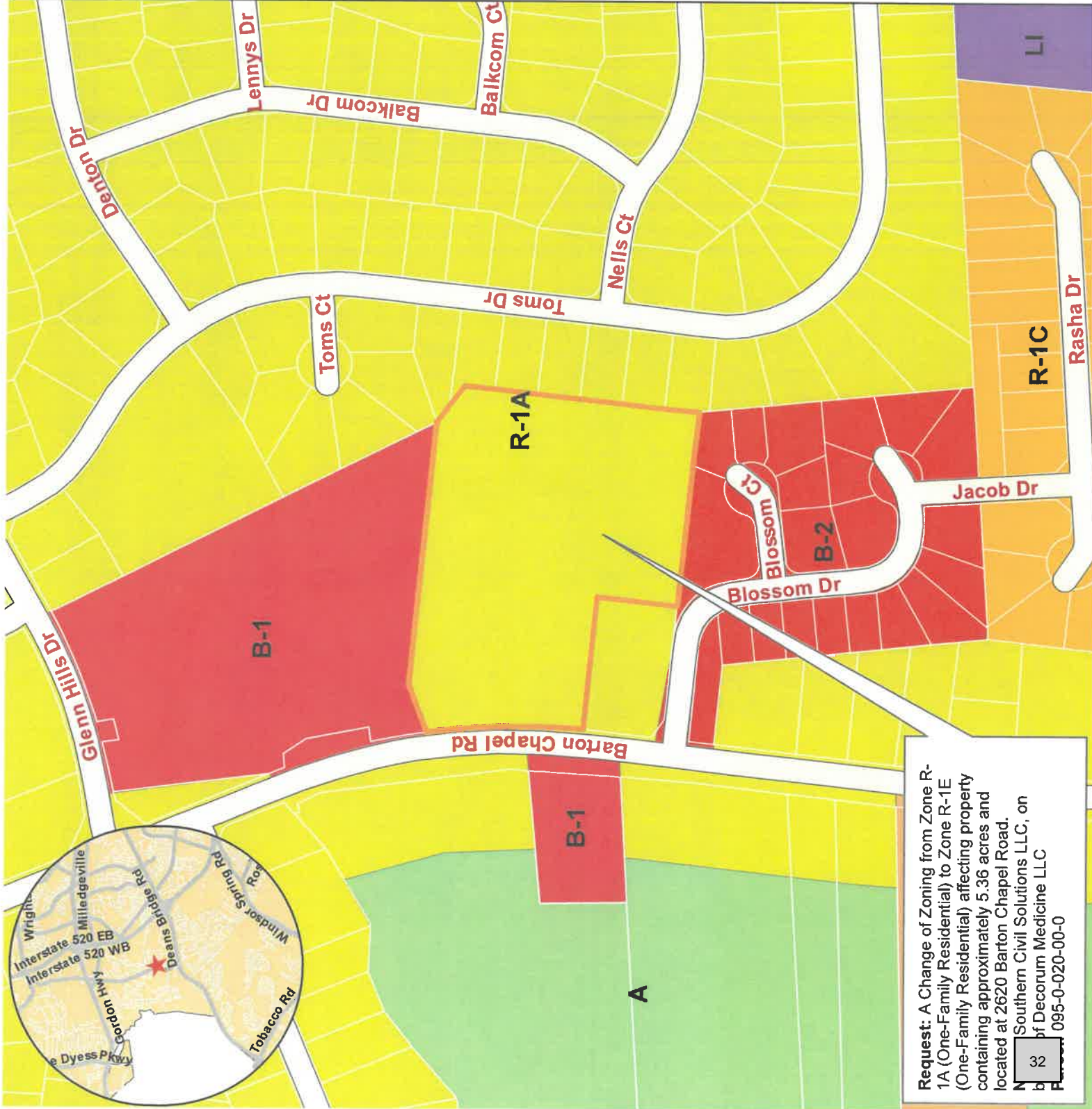
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Item 1.



0 400 Feet




Request: A Change of Zoning from Zone R-1A (One-Family Residential) to Zone R-1C (One-Family Residential) affecting property containing approximately 5.36 acres and located at 2620 Barton Chapel Road.
Southern Civil Solutions LLC, on behalf of Decorum Medicine LLC
095-0-020-00-0

**Planning Commission
Z-23-46
November 6, 2023**

2620 Barton Chapel Road

Future Zoning


Legend

 Subject Property

Zoning Classification

 A: Agriculture


 B-1: Neighborhood Business


 B-2: General Business

 LI: Light Industry

 R-1A: One Family Residential

 R-1C: One Family Residential

 R-MH: Manufactured Home Residential

 R-1E: One Family Residential



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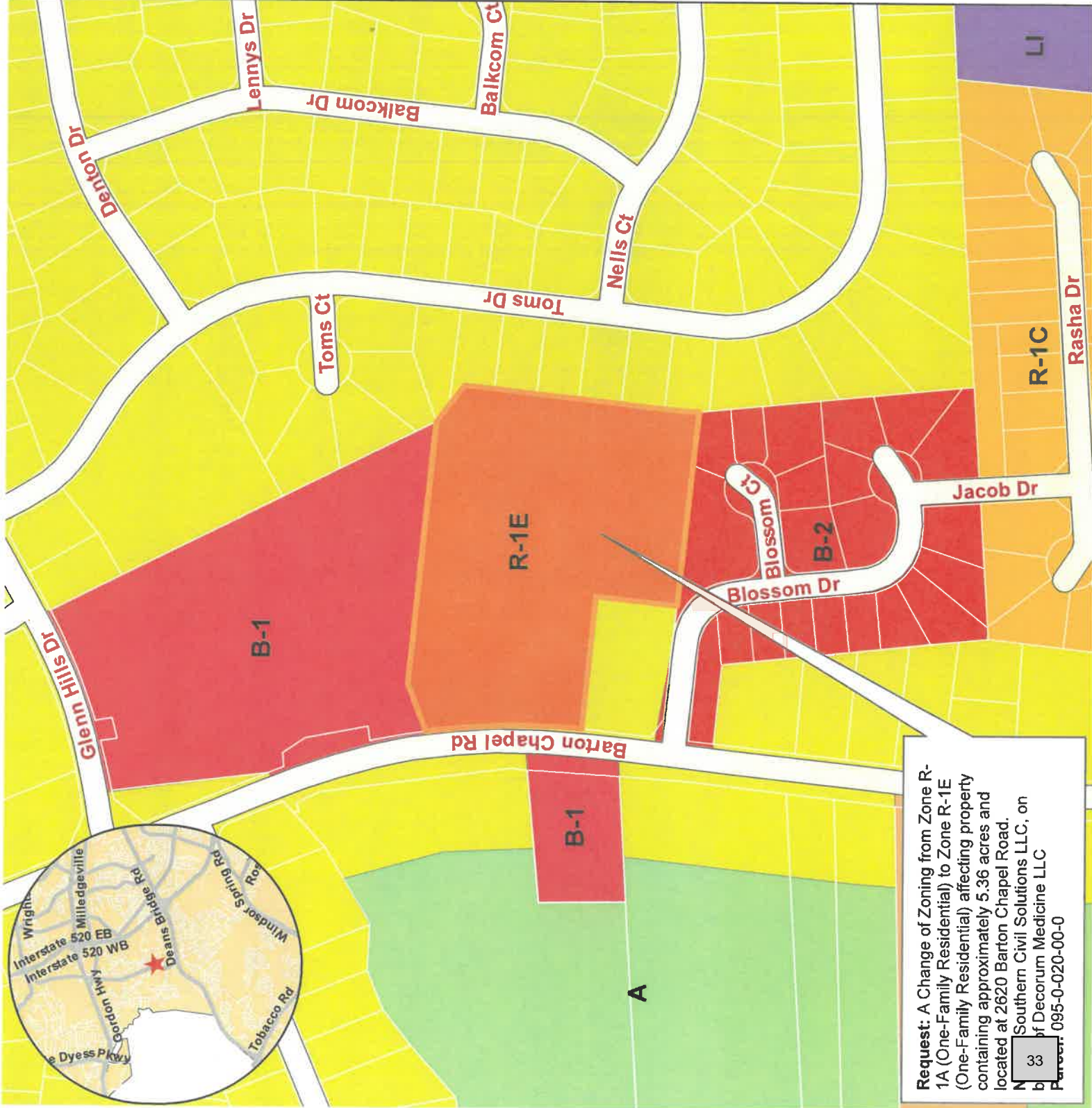
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Item 1.



0 400 Feet



Request: A Change of Zoning from Zone R-1A (One-Family Residential) to Zone R-1E (One-Family Residential) affecting property containing approximately 5.36 acres and located at 2620 Barton Chapel Road.
Southern Civil Solutions LLC, on behalf of Decorum Medicine LLC
Project: 095-0-020-00-0



Commission Meeting

November 21, 2023

Item Name: Z-23-47

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-47</u> – A request for concurrence with the Augusta Planning Commission to DENY a petition by Mary Ross on behalf of Mary Ross and Richard Makerson requesting a rezoning from zone A (Agricultural) and R-3B (Multiple-family Residential) to zone R-3B (Multiple-family Residential) affecting properties containing approximately 4.83 acres located at 1015, 1027, 1029 and 1033 Moseley Road. Tax Map #338-0-003-42-0, 338-0-003-41-0, 338-0-003-40-0 and 338-0-003-39-0. DISTRICT 8
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Denial
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-47

Hearing Date: Monday, November 6, 2023

Applicant: Mary Ross

Property Owner: Mary Ross and Richard Makerson

Address of Property: 1015, 1027, 1029, and 1033 Moseley Road, Augusta, Georgia 30906

Tax Parcel #s: 338-0-003-42-0, 338-0-003-41-0, 338-0-003-40-0 and 338-0-0-00-39-0

Present Zoning: A (Agriculture) and R-3B (Multiple-Family Residential)

Commission District: 8 (B. Garrett)

Super District: 10 (W. Guilfoyle)

Fort Eisenhower Notification Required: N/A

Request	Proposed Use / Activity	Applicable Ordinance Section(s)
Rezoning from A & R-3B and remove conditions from previous approved rezoning to R-3B	Establish a lodging/boarding house for women	Section 17-2, Comprehensive Zoning Ordinance

Summary of Request:

The applicant seeks to rezone the property located at 1033 Moseley Road from A (Agriculture) to R-3B (Multiple-Family Residential) and to remove the approval conditions from previously approved rezoning cases on the other three (3) properties that changed them to R-3B (Multiple-family residential). There are four (4) parcels with a total of 4.83 acres included in this application. The purpose of the rezoning is to establish a Lodging or Boarding House that will house young women between the ages of 18 and 21 who have aged out of the foster care system and/or facing homelessness. The applicants have also filed a companion Special Exception application (SE-23-08) for these properties.

Comprehensive Plan Consistency:

According to the 2018 Comprehensive Plan, the property is located within the South Richmond Character Area. The 2018 Comprehensive Plan's vision for the South Richmond Character Area includes maintaining its predominant rural character of large tracts of forested lands, open space,

and rural residences. Recommended development patterns for the South Richmond Character Area include targeting new low density residential development for the suburban part of the character area. Confine any new neighborhood commercial and professional office development to designated intersections.

Findings:

1. There are several previous zoning cases on file for these properties:
 Z-94-61 – 1015 Moseley Road, a Special Exception for a Family Personal Care Home.
 Z-98-78 – 1027 & 1029 Moseley Road, a rezoning from R-1 to A which would bring existing manufactured homes into zoning conformance. With the condition that no livestock was allowed on the property.
 Z-98-79 – 1015, 1027, and 1029 Moseley Road a rezoning from A to R-3B – Group Personal Care Home. With a reversion condition if the Group Personal Care Home ceased operation.
2. The previous zoning cases were spot zonings in this area as the predominant zoning pattern is Agriculture with some R-1 zoning. There is no other multiple-family residential zoning in the area and the only commercial zoning is located at the Mike Padgett Hwy. and Hephzibah McBean Rd. intersection, approximately a half-mile from the subject parcels.
3. The current Comprehensive Zoning Ordinance does not allow manufactured homes in the R-3B zone. However, the units were in place when the previous rezonings took place so it is the staff's opinion that the units would be considered legal non-conforming.
4. The properties were operated as a Group Personal Care Home, a Family Personal Care Home and a Boarding house prior to 2019. The properties received multiple code enforcement violations over the life of these uses. In 2019 the owner lost the properties to foreclosure and the business licenses were closed.
5. The Special Exception for the Personal Care Home use has expired since it has been more than one year since a valid business license was in place as stated in the Comprehensive Zoning Ordinance in Section 17-8 and 26-2.
6. Adequate zoning was not obtained for the Boarding House use.
7. The letter of intent from the applicant states they will utilize the existing manufactured homes to house young women between the ages of 18 and 21 who have aged out of the foster care system and/or facing homelessness. 1033 Moseley Road is vacant currently.
8. The homes will provide education in life skills and career and education planning. Case management will include assistance with helping the women find counseling services, medical providers, education programs and additional services that may be needed to help the young women become self-sufficient in the community.
9. The proposed development has access to public water but no sanitary sewers. The properties are served by septic systems.
10. The GDOT Functional Classification Map, 2017. Classifies Moseley Road as a local road. There are no public transit services located in this area.
11. According to the FEMA Flood Insurance Rate Maps (FIRM) the properties are not located within any flood zone.
12. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the properties.

13. The Augusta Fire Department and/or Augusta Building Department will need to inspect the properties for compliance with all local codes. Plans may be required to be submitted to address any deficiencies.
14. Traffic impact from the proposed use should be minimal.
15. The request to operate the properties as a Lodging/Boarding home will require a Special Exception and a companion application is part of this agenda (SE-23-08).
- 16.

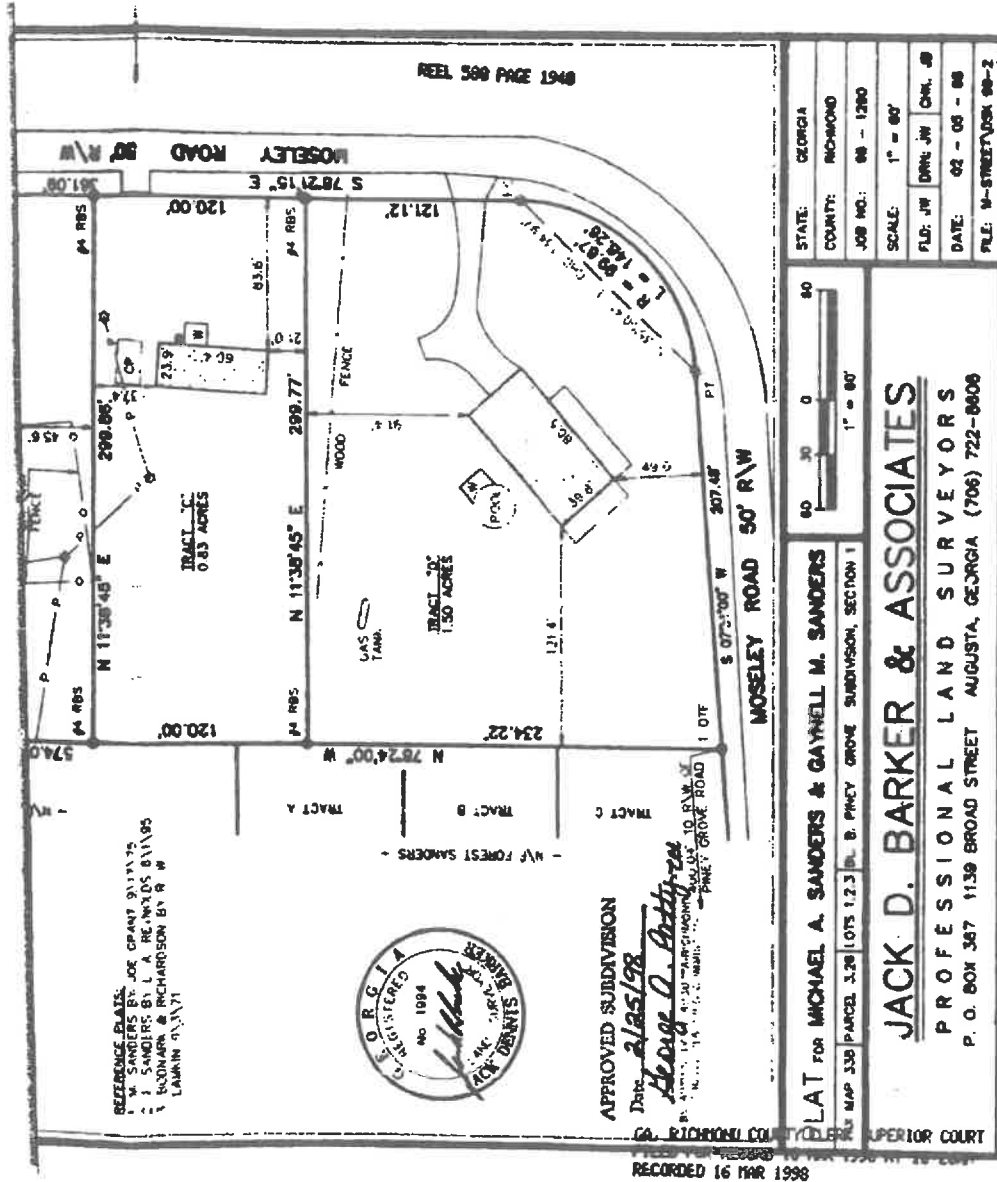
Recommendation: The Multiple-family Residential zoning on three of the four subject properties remains a spot zoning in this area but has been in effect since 1994 and 1998 and will remain in place for those parcels. The existing conditions no longer apply. 1033 Moseley Road is undeveloped, and the request to add the fourth property would be an expansion of the spot zoning. Therefore, Planning Commission staff recommends **Denial** of this petition so the spot zoning in place since the 1990s will not be enlarged.

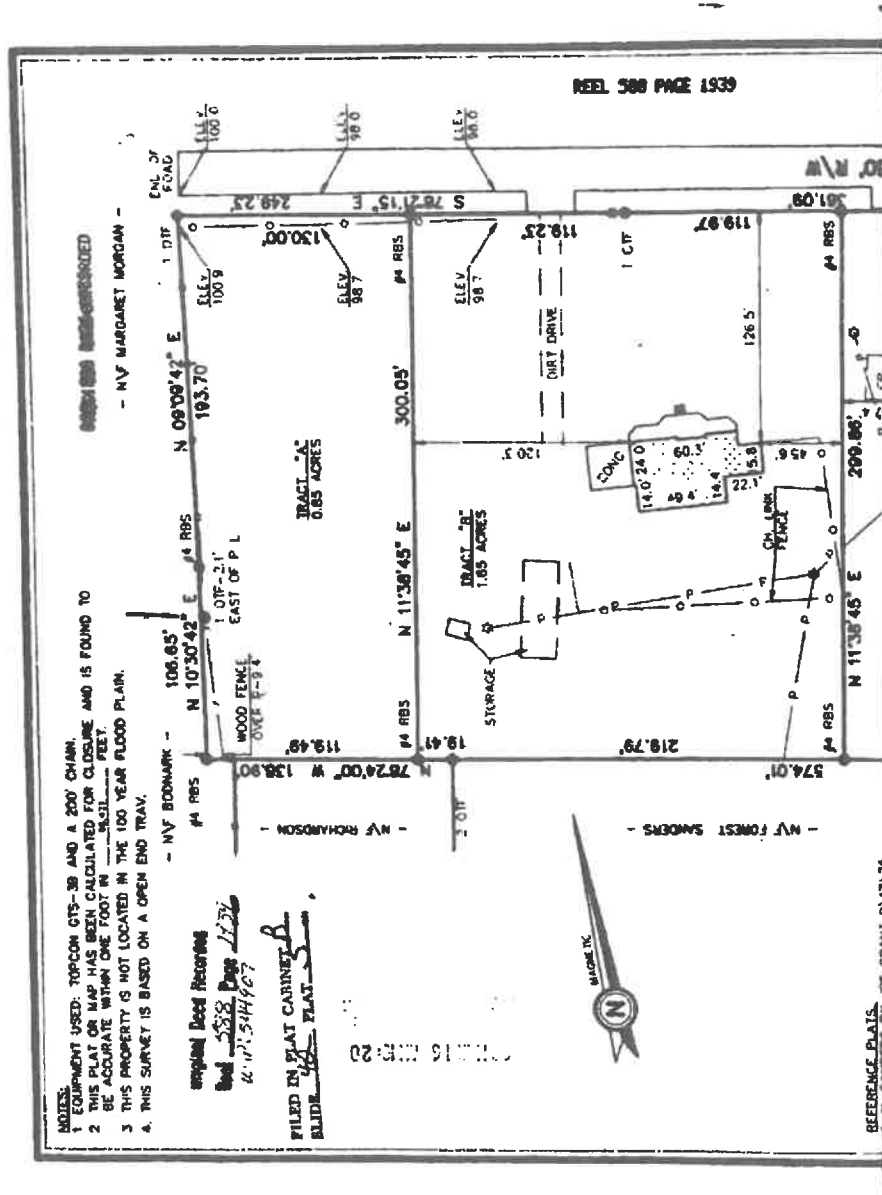
Note: The staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance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

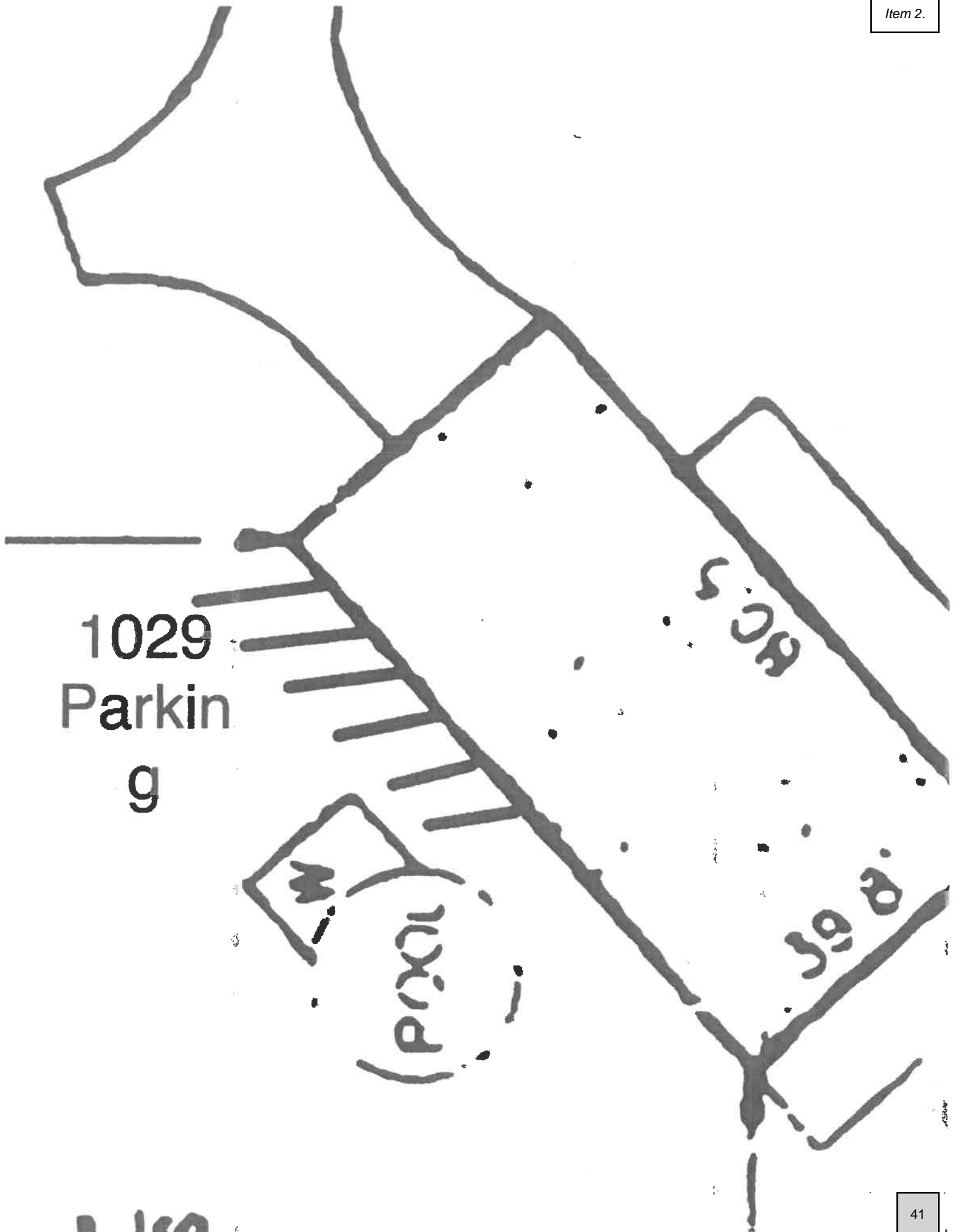
Mary Ross
3406 Grove Landing Circle
Grovetown GA 30813
9044287374

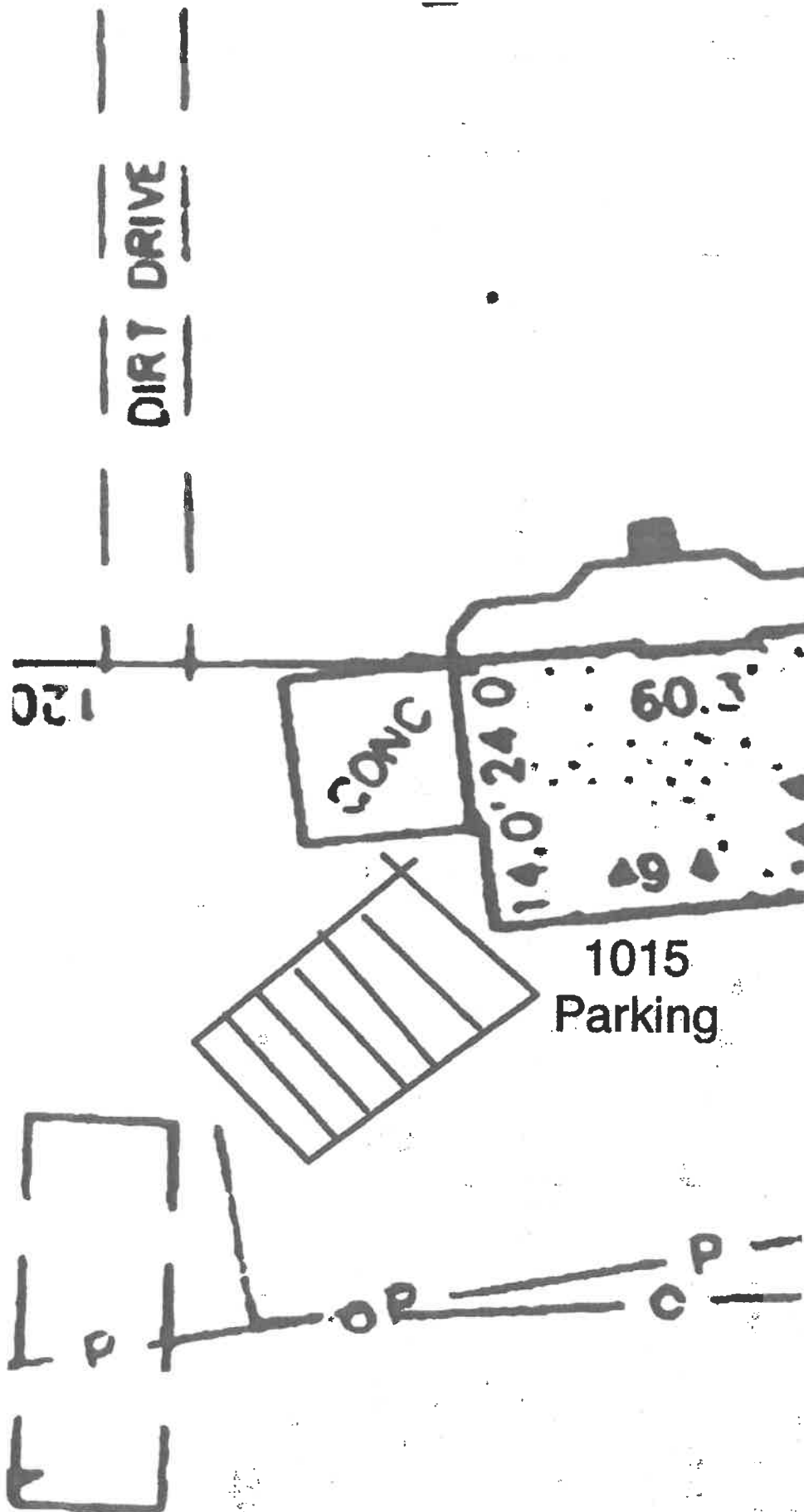
Letter Of Intent

I, Mary Ross would like to rezone 1015,1027,1029 and 1033 Moseley Road to provide housing for young woman ages 18-21. I would like to provide affordable housing to prevent homelessness, rape, and drug trafficking. The duration of stay at the houses would be based on age, allowing the maximum of three years if a client moves in at the age of 18.









1015 Moseley Road



1029 Moseley Road




Planning Commission
Z-23-47
November 6, 2023

Multiple addresses
on Moseley Road

Aerial

Legend

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
10/17/2023 MH18072

Augusta, GA Disclaimer

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Item 2.



0 400 Feet




Request: A Change of Zoning from Zone A (Agricultural) and Zone R-3B (Multiple-Family Residential) to Zone R-3B (Multiple-Family Residential) affecting properties containing approximately 4.83 acres and located at 1015, 1027, 1029 and 1033 Moseley Road.
Name: Mary Ross, on behalf of Mary Ross and Richard Makerson
338-0-003-42-0, 338-0-003-41-0, 338-0-003-39-0

Planning Commission
Z-23-47
November 6, 2023





Multiple addresses
on Moseley Road

Current Zoning

Legend

 Subject Property

Zoning Classification

-  A: Agriculture
-  R-1: One Family Residential
-  R-3B: Multiple-Family Residential
-  R-MH: Manufactured Home Residential



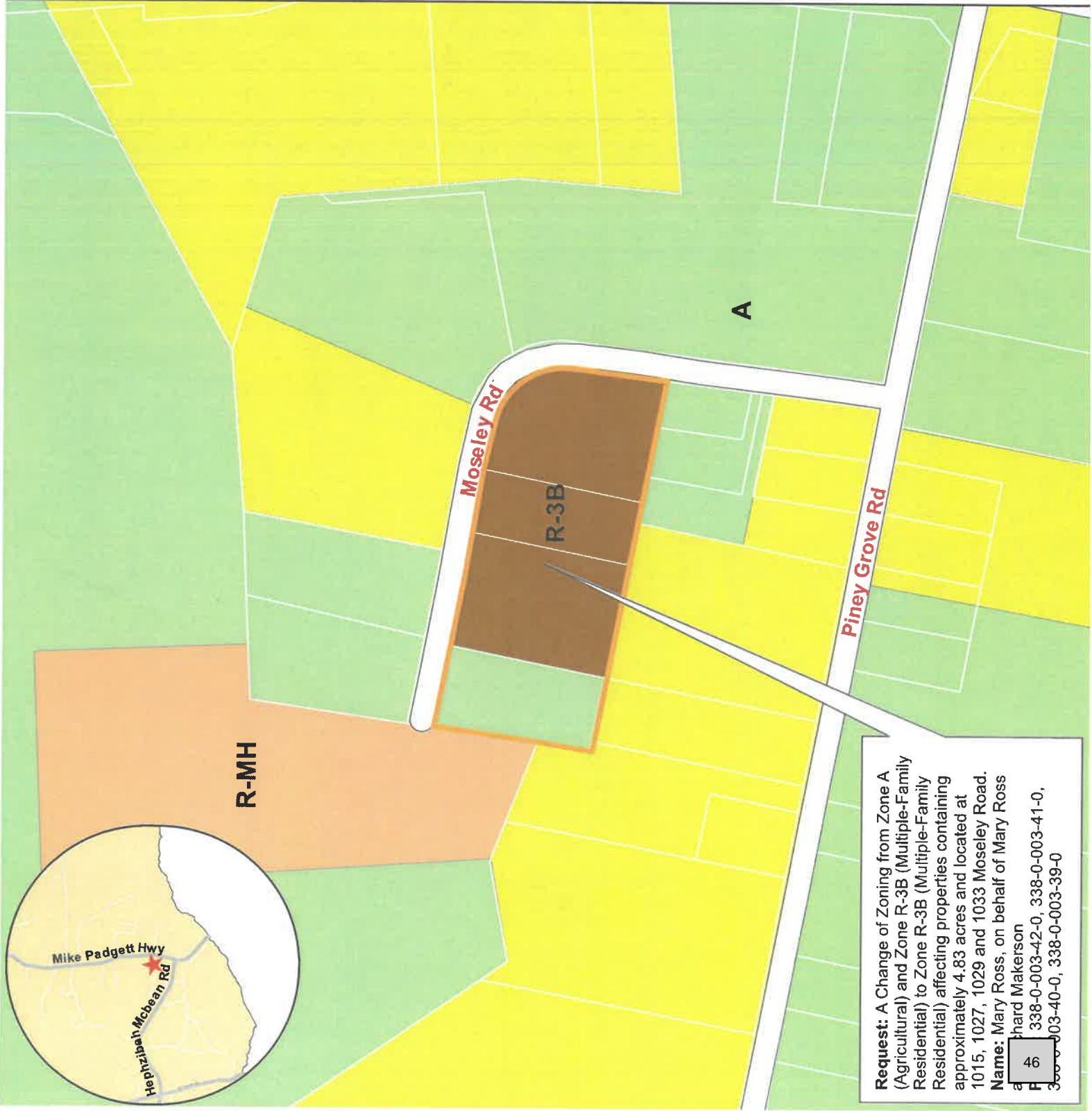
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Request: A Change of Zoning from Zone A (Agricultural) and Zone R-3B (Multiple-Family Residential) to Zone R-3B (Multiple-Family Residential) affecting properties containing approximately 4.83 acres and located at 1015, 1027, 1029 and 1033 Moseley Road.
Name: Mary Ross, on behalf of Mary Ross and Richard Makerson
338-0-003-42-0, 338-0-003-41-0, 338-0-003-40-0, 338-0-003-39-0

**Planning Commission
Z-23-47
November 6, 2023**

**Multiple addresses
on Moseley Road**

Future Zoning

Legend

 Subject Property

Zoning Classification

 A: Agriculture

 R-1: One Family Residential

 R-3B: Multiple-Family Residential

 R-MH: Manufactured Home Residential



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535 Telfair Street Suite 300
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10/17/2023 MH18072

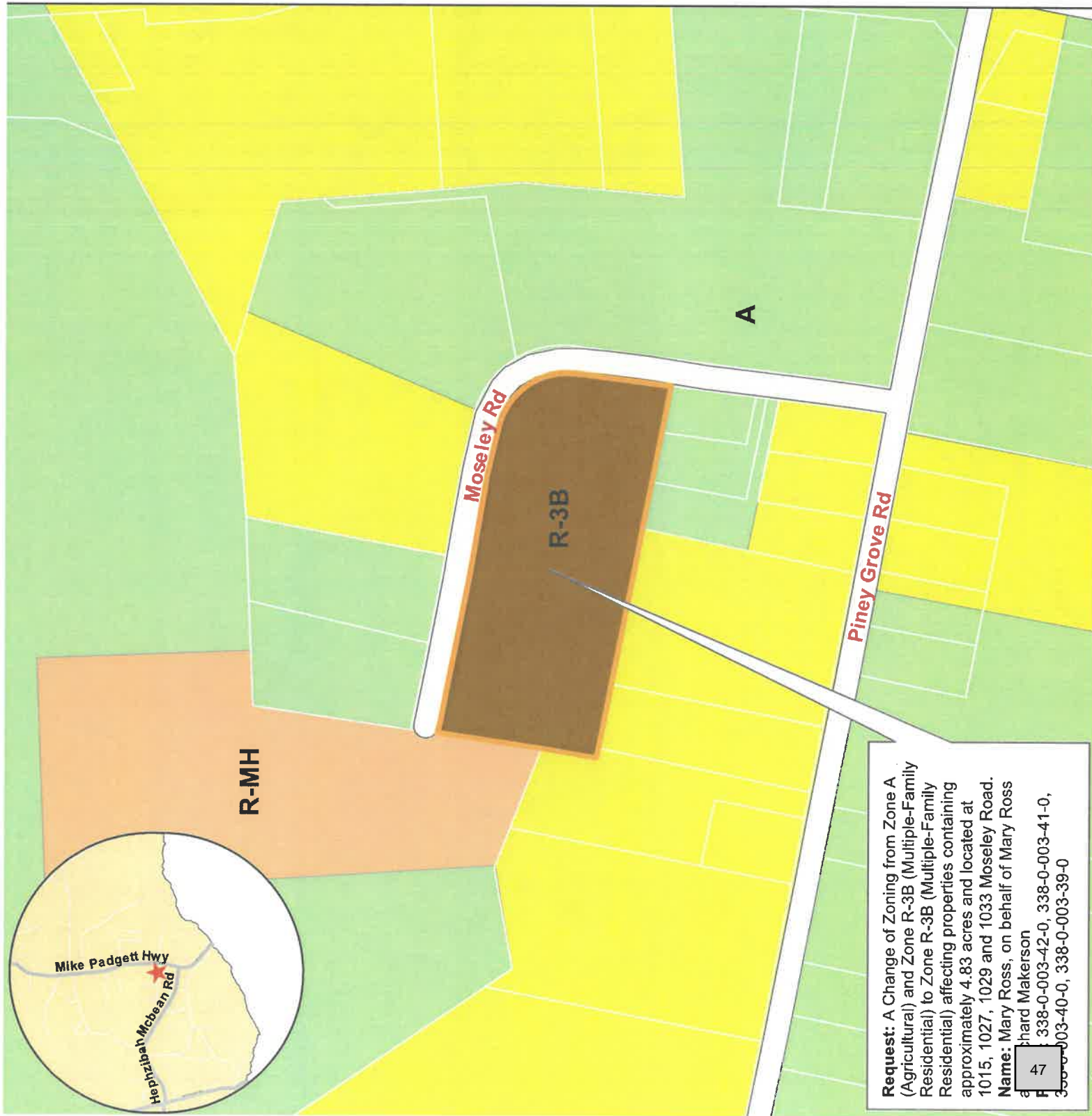
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Item 2.

0 400 Feet



Request: A Change of Zoning from Zone A (Agricultural) and Zone R-3B (Multiple-Family Residential) to Zone R-3B (Multiple-Family Residential) affecting properties containing approximately 4.83 acres and located at 1015, 1027, 1029 and 1033 Moseley Road.
Name: Mary Ross, on behalf of Mary Ross and Richard Makerson
338-0-003-42-0, 338-0-003-41-0, 338-0-003-40-0, 338-0-003-39-0



Commission Meeting

November 21, 2023

Item Name: Z-23-48

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-48</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions a petition by Brandi Wallace on behalf of Sherri Valencia requesting a rezoning from zone R-1 (One-family Residential) to zone A (Agricultural) affecting property containing approximately 10.1 acres located at 1898 Brown Road. Tax Map #212-4-002-00-0. DISTRICT 8
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The applicant acknowledges that the A (Agricultural) zoning does not permit a petting zoo by right. 2. The rezoning shall specifically disallow the addition of any manufactured homes to the property. 3. The applicant shall abide by all rules and regulations of the Richmond County Health Department pertaining to livestock. 4. The property shall comply with all zoning regulations for the A (Agricultural) zoning classification and any 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. 5. A 25-foot buffer shall be established along the frontage of Brown Road. No animals shall be housed or serviced within the buffer
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-48

Hearing Date: Monday, November 6, 2023

Applicant: Brandi Wallace

Property Owner: Sherri Valencia

Address of Property: 1898 Brown Road, Hephzibah, Georgia 30815

Tax Parcel #: 212-4-002-00-0

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

Commission District: 8 (Brandon Garrett) **Super District:** 10 (Wayne Guilfoyle)

Fort Eisenhower (Gordon) Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning from R-1 to A (Agricultural)	Agricultural Uses	Comprehensive Zoning Ordinance, Section 7

Summary of Request:

This request pertains to a 10.1-acre property in southern Richmond County, located on the south end of Brown Road between McElmurray Road and Old Waynesboro Road. The property is zoned R-1 (One-family Residential) and is within the scope of the 1998 blanket rezoning to R-1. Staff have been unable to confirm the previous zoning of the property prior to the blanket rezoning. However, it is likely that the property was zoned A (Agricultural). The applicant has petitioned to rezone the property back to the A (Agricultural) zoning, to conduct agricultural activities on the property. This would entail the raising of livestock and cultivation of crops; per the letter of intent and subsequent discussion with the applicant, such activities would be conducted organically. The property would, then, be used as an educational example of regenerative farming and eco-friendly practices.

Comprehensive Plan Consistency:

According to the 2018 Comprehensive Plan, the property is located within the South Richmond Character Area. The 2018 Comprehensive Plan envisions that South Richmond maintain its predominant rural character of large tracts of forested lands, open space, and rural residences. Recommended development patterns for South Richmond include targeting new low-density residential development for the suburban part of the character area, and confining any new neighborhood commercial and professional office development to designated intersections.

Findings:

1. The property was subject to the blanket rezoning initiated by Augusta-Richmond County in 1998. There are no other prior zoning actions associated with the property.

2. The property appears to have access to municipal water lines, but not to sanitary sewer lines.
3. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, Brown Road is considered a minor arterial route.
4. Augusta Transit does not serve the subject property.
5. According to FEMA Flood Insurance Rate Maps (FIRM) obtained via municipal GIS, the property is not located within a Special Flood Hazard Area.
6. Data from municipal GIS layers also indicate there are no wetlands located on the property.
7. Site topography slopes generally north-to-south from approximately 385 down to 340 feet above sea level.
8. All properties adjoining the subject property have R-1 zoning. The nearest A zoned property is, by straight line distance, approximately 0.8 mile away.
9. The proposed use would be consistent with the 2018 Comprehensive Plan.
10. Code Enforcement opened a code violation case on the property on August 15. The property was being used as a petting zoo, and a sign was placed on the property advertising "Wallace's Farm Petting Zoo", with operating hours of 9:00am to 1:00pm on Sundays and Mondays. Both the use and the sign (in the R-1 zone) were in violation of the Comprehensive Zoning Ordinance, and no business license had been obtained.
11. Staff have received an e-mail in opposition to the request.

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

1. The applicant acknowledges that the A (Agricultural) zoning does not permit a petting zoo by right.
2. The rezoning shall specifically disallow the addition of any manufactured homes to the property.
3. The applicant shall abide by all rules and regulations of the Richmond County Health Department pertaining to livestock.
4. The property shall comply with all zoning regulations for the A (Agricultural) zoning classification and any 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.
5. A 25-foot buffer shall be established along the frontage of Brown Road. No animals shall be housed or serviced within the buffer.

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

Letter of Intent

This land was purchased under the assumption and paperwork that it was zoned agricultural. The paperwork at the closing stated [Bonafide Agricultural Property]. My goal is to raise livestock and grow crops organically to feed the community. The property was also used as an educational example of regenerative farming and eco-friendly practices. The work done at this property has allowed me to tour many schools, businesses, and conferences teaching others about regenerative practices. I would like to keep this land as natural as possible, providing healthy habitats for the native plants and birds.

Brandi Wallace

Planning Commission

Z-23-48

November 6, 2023

1898 Brown Road

Aerial

Legend

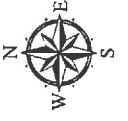
 Subject Property



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
10/17/2023 MH18072

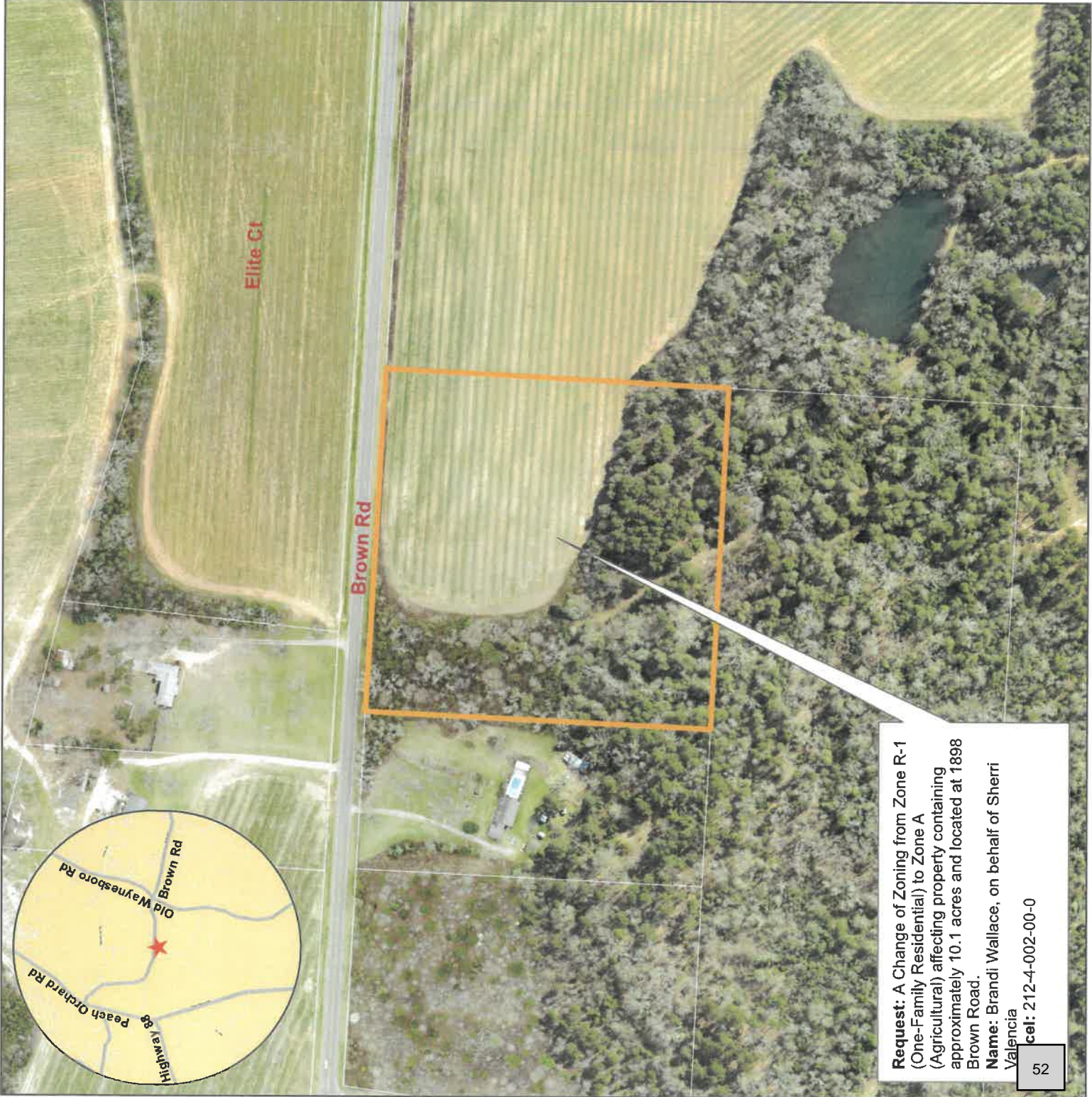
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0 400 Feet

Item 3.



Request: A Change of Zoning from Zone R-1 (One-Family Residential) to Zone A (Agricultural) affecting property containing approximately 10.1 acres and located at 1898 Brown Road.

Name: Brandi Wallace, on behalf of Sherri Valencia

Cell: 212-4-002-00-0

Planning Commission


Z-23-48

November 6, 2023

1898 Brown Road

Current Zoning

Legend

 **Subject Property**

Zoning Classification

 **R-1: One Family Residential**



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
10/17/2023 MH18072

Augusta, GA Disclaimer

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0 400 Feet

Item 3.



Elite Ct

Brown Rd

Request: A Change of Zoning from Zone R-1 (One-Family Residential) to Zone A (Agricultural) affecting property containing approximately 10.1 acres and located at 1898 Brown Road.

Name: Brandi Wallace, on behalf of Sherri Valencia


Cell: 212-4-002-00-0

Planning Commission
Z-23-48
November 6, 2023

1898 Brown Road


Future Zoning

Legend

 Subject Property

Zoning Classification

 R-1: One Family Residential

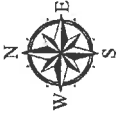
 A: Agricultural



Produced By: City of Augusta
Planning & Development Department
535 Telair Street Suite 300
Augusta, GA 30901
10/17/2023 MH18072

Augusta, GA Disclaimer

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0 400 Feet

Item 3.



Elite Ct

Brown Rd

A

Request: A Change of Zoning from Zone R-1 (One-Family Residential) to Zone A (Agricultural) affecting property containing approximately 10.1 acres and located at 1898 Brown Road.

Name: Brandi Wallace, on behalf of Sherri Valencia

Cell: 212-4-002-00-0



REZONING

PLANNING COMMISSION

R-1 (ONE-FAMILY RESIDENTIAL)
TO **A** (AGRICULTURAL)

1898 Brown Road

PARCEL 212-4-002-00-0

PROPERTY OWNER:
SHERRI VALENCIA

November 6 @ 3:00pm

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

AUGUSTA PLANNING AND DEVELOPMENT DEPT.
535 TELFAIR STREET | AUGUSTA, GA 30902

For More Information Call (706) 821-1796
DO NOT REMOVE UNDER PENALTY OF LAW



Aug 15, 2023 at 9:56:00 AM
1835-1883 Brown Rd
Augusta GA 30815
United States



Commission Meeting

November 21, 2023

Item Name: Z-23-50

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-23-50</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with conditions a petition by High Brass Development LLC, on behalf of Glenda Degenhardt and Johnny Anderson, Sr. requesting a rezoning from zone A (Agricultural) and R-1A (One-family Residential) to zone R-1D (One-family Residential) affecting property containing approximately 10.81 acres located at 2804 Meadowbrook Drive. Tax Map #119-0-006-00-0, DISTRICT 5
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The proposed development shall substantially conform to the subdivision layout submitted with the rezoning application. 2. Architectural features of the homes within the subdivision shall be complementary to surrounding neighborhoods. At a minimum, the front façades of the homes shall be brick and or stack stone. 3. Approval of this rezoning request does not constitute approval of the conceptual subdivision layout submitted with the rezoning application. Subdivision Development Plan approval in compliance with the Land Subdivision Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property. 4. 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 the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

Case Number: Z-23-50

Hearing Date: Monday, November 6, 2023

Applicant: High Brass Development, LLC

Property Owner: Glenda Degenhardt and Johnny Anderson, Sr.

Address of Property: 2804 Meadowbrook Drive, Augusta, GA 30906

Tax Parcel #: 119-0-006-00-0

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

Commission District: 5 (B. Williams)

Super District: 9 (F. Scott)

Fort Eisenhower Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezoning from A (Agricultural) and R-1A (One-family Residential) to R-1D (One-family Residential)	Single-family detached residences	Section 12

Summary of Request:

This request pertains to a 10.81-acre property located at the northwest corner of the intersection of Meadowbrook Drive near Redd Drive. The property, currently undeveloped, is partially zoned R-1A (One-family Residential) at its frontage along Meadowbrook Drive, while most of the property is zoned A (Agricultural). The applicant seeks rezoning of the entire property to R-1D (One-family Residential) to construct a single-family subdivision.

A petition was previously submitted back in May 2023 to rezone the property to R-1C (One-family Residential). The proposal consisted of 29 single-family residences with a density of 2.68 units per acre. The request was approved by the Planning Commission but then withdrawn by the applicant prior to a final vote by the Augusta Commission.

Comprehensive Plan Consistency:

The proposed development is in the South Augusta Character Area. South Augusta is largely characterized by a suburban pattern of development with low-density subdivisions and mostly single-family detached units on uniform lots. The 2018 Comprehensive Plan calls for “infill residential development at densities compatible with the surrounding area”. Site design should

reflect existing neighborhood patterns and architectural styles and features of the surrounding area. The information provided with the application includes sample elevations of homes planned for the subdivision. Developers only intend to include brick as accent features rather than installing brick along the entire front façade which was a point of discussion for the previous zoning action. Many homes in the area were constructed in the 1970s and largely consist of brick facades throughout the building's exterior.

Findings:

1. A petition was recently submitted in May 2023 to rezone the property to R-1C.
2. The conceptual plan submitted with this application features 43 single-family parcels, each measuring 45 feet wide and 112 feet deep, along with a mail kiosk, amenity area, and a stormwater detention pond.
3. A new public street with a sixty (60) foot right-of-way is proposed, and it would connect to Nighthawk Drive and Pawn Drive.
4. Sidewalks are proposed on both sides of the new street.
5. The nearest public school, Meadowbrook Elementary School, is situated immediately west of the subject property.
6. The property has access to municipal water and sewer lines.
7. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, Meadowbrook Drive is considered a minor arterial road.
8. Based on the information provided by the applicant on the Preliminary Traffic Impact Worksheet, the development is expected to generate 412 additional trips per day onto Meadowbrook Drive. The applicant failed to provide additional information on the form to receive a final determination from Traffic Engineering.
9. Augusta Transit service does not serve Meadowbrook Drive.
10. According to the FEMA Flood Insurance Rate Maps (FIRM) the southern portion of the property along Butler Creek is in a Special Flood Hazard Area AE and Shaded X comprising approximately 10 percent of the property. No development is proposed within the Special Flood Hazard Area.
11. Site topography slopes downward from the frontage towards Butler Creek, from 236 to 188 feet above sea level.
12. Southdale subdivision is zoned R-1C, while Deerwood Forest (adjoining the subject property to the southeast) is zoned R-1B. Neighborhoods across Meadowbrook Drive are zoned R-1A and R-1B. The overall composition of the surrounding area is one of single-family subdivisions of medium lot size; the proposed subdivision aligns with this composition.
13. This proposed use aligns with the recommended development pattern; therefore, the rezoning request is compatible with the Comprehensive Plan.
14. At the time of completion of this report staff has not received any inquiries regarding this application.

Recommendation: The Planning Commission recommends **Approval** of rezoning the property to R-1D, with the following conditions:

1. The proposed development shall substantially conform to the subdivision layout submitted with the rezoning application.
2. Architectural features of the homes within the subdivision shall be complementary to surrounding neighborhoods. At a minimum, the front façades of the homes shall be brick and or stack stone.
3. Approval of this rezoning request does not constitute approval of the conceptual subdivision layout submitted with the rezoning application. Subdivision Development Plan approval in compliance with the Land Subdivision Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.
4. 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.

LETTER OF INTENT
2804 Meadowbrook Dr

TO	TO WHOM IT MAY CONCERN
FROM	Bo Knox/High Brass Dev. 104 Bellewood Dr Martinez GA 30907
DATE	September,12 2023

Planned use for this site will be single family detached homes with sidewalks, mail kiosk and gazebo in open area field.

All stormwater will be collected in proposed storm structures and piped to a proposed detention pond. Water quality will be handled in the proposed detention pond with a sand filter underdrain.

Low impact development and green infrastructure will be addressed with landscaping, grassed slopes and maintaining as much existing vegetation and trees as possible.

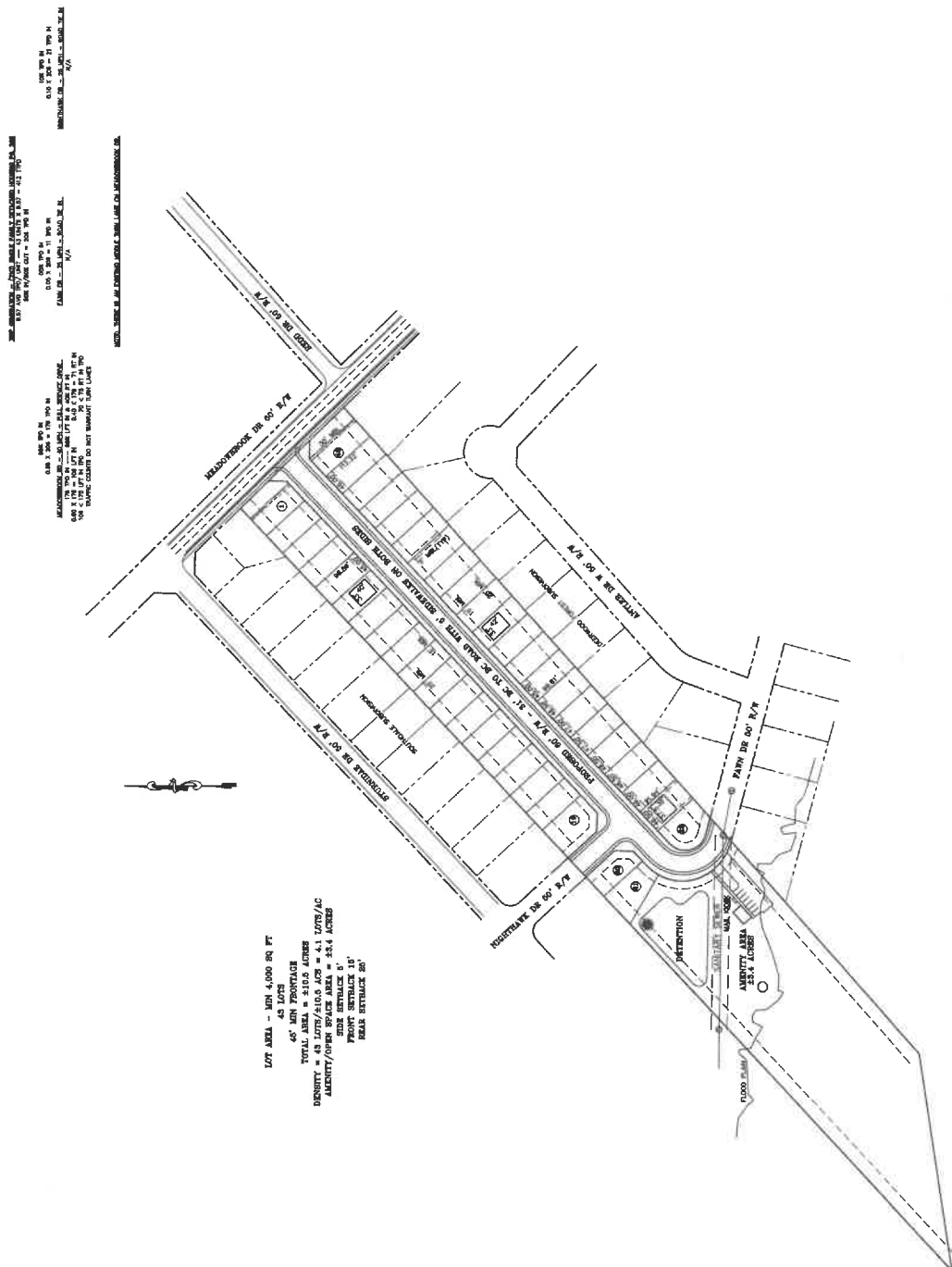
Sediment storage will be provided in the forebay of the proposed detention pond. Soil erosion and sediment control plans will be designed to minimize the disturbance of the site and prevent any silt from leaving the site.

Discharge from the pond will be released at a rate less than the undeveloped runoff. The discharge point will be protected by rip-rap or tied directly into the City's storm system. No known flooding issues exist on the adjacent downstream properties.

This site has access to an existing water main on Meadowbrook Dr and loop to an existing water main on Nighthawk Dr. All back flow devices and meters will be installed per City's details. Sanitary sewer is available at the rear of the property. The existing manhole is at the lower end of this development and should be adequate to service proposed improvements. A water test will be requested from the city at the time of engineering planning.

A tree plan will be submitted to the city showing all retained trees and proposed new plantings.

The proposed development (if approved) will begin the design phase in the Winter of 2023.



**GEORGIA SUBCONTRACTING
PROFESSIONALS, LLC**
LOCATED IN THE STATE OF GEORGIA WITH OFFICE
AUGUSTA - RICHMOND COUNTY, GEORGIA
EST. 1988
1001 N. GAVIN RD. SUITE 100
AUGUSTA, GA 30906
TEL: 706/733-1111
FAX: 706/733-1112
WWW.GSPROFES.COM

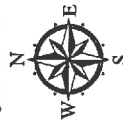
Planning Commission
Z-23-50
November 6, 2023
4804 Meadowbrook Drive
Aerial
Legend
Subject Property

Augusta
GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
10/17/2023 MH18072

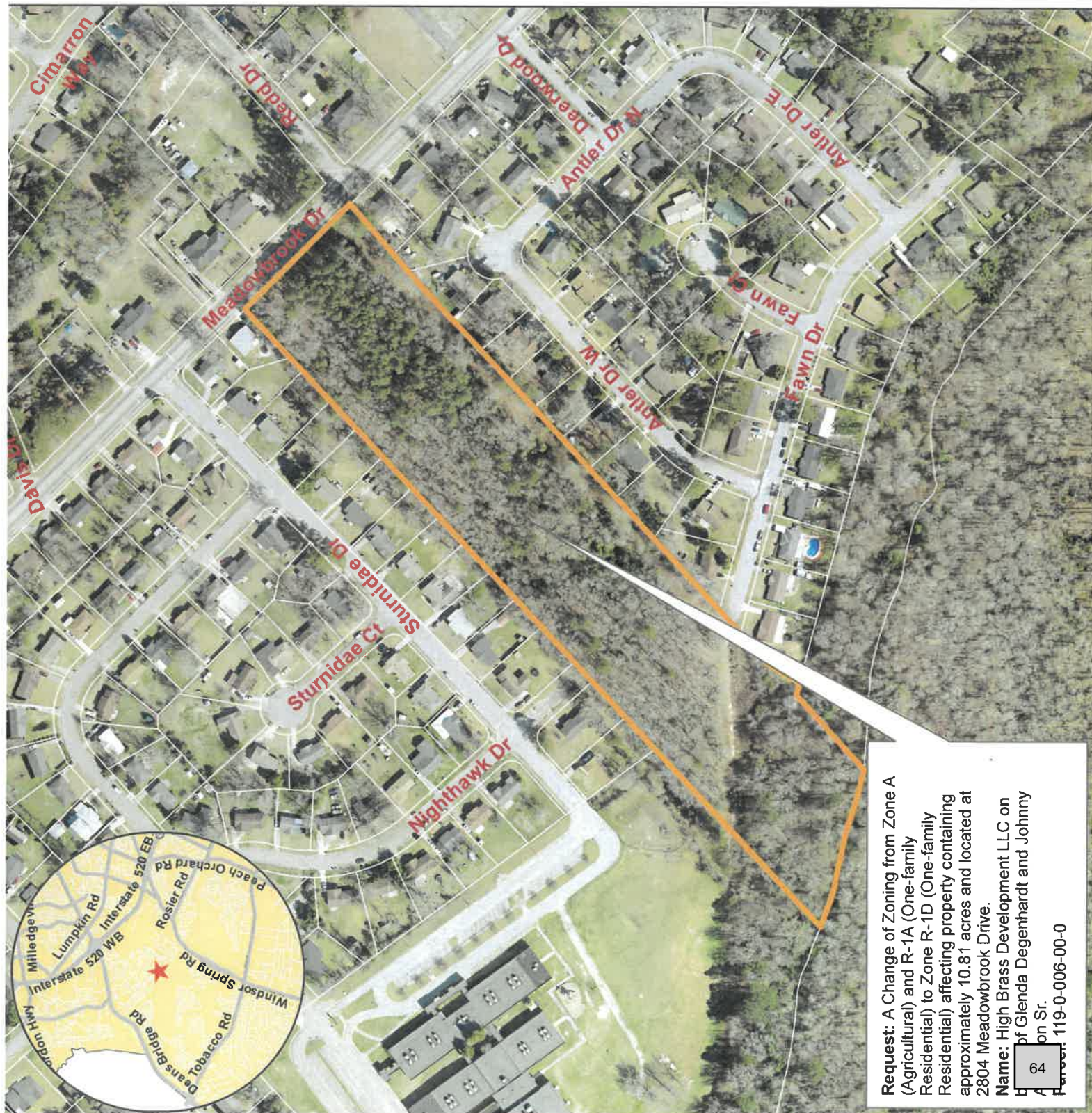
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Item 4.



0 400 Feet



Request: A Change of Zoning from Zone A (Agricultural) and R-1A (One-family Residential) to Zone R-1D (One-family Residential) affecting property containing approximately 10.81 acres and located at 2804 Meadowbrook Drive.

Name: High Brass Development LLC on behalf of Glenda Degenhardt and Johnny

64

Parcel: 119-0-006-00-0





Planning Commission
Z-23-50
November 6, 2023
4804 Meadowbrook Drive

Current Zoning

Legend

 Subject Property

Zoning Classification

-  A: Agriculture
-  R-1A: One Family Residential
-  R-1B: One Family Residential
-  R-1C: One Family Residential



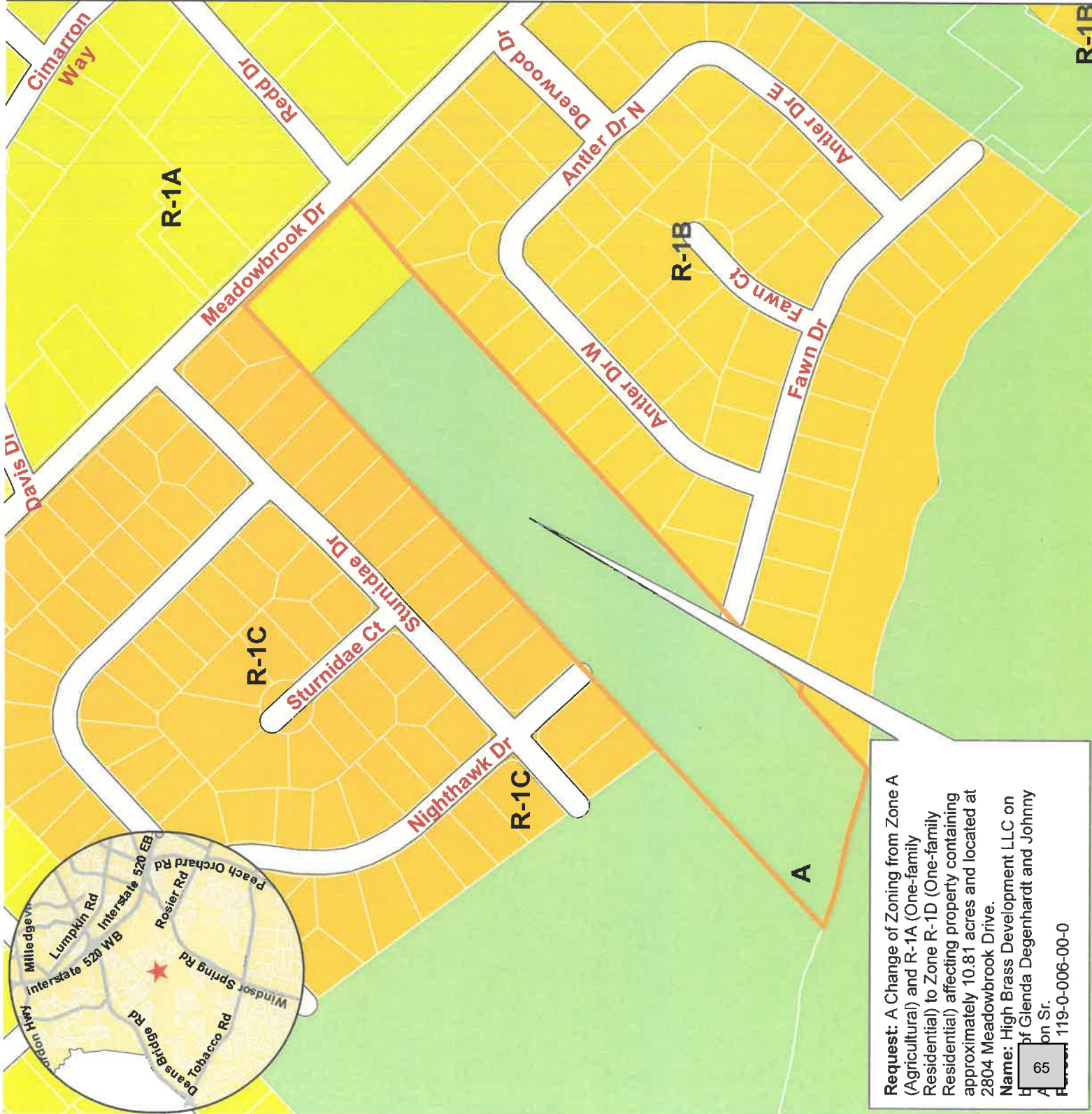
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10/17/2023 MH18072

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0 400 Feet



Request: A Change of Zoning from Zone A (Agricultural) and R-1A (One-family Residential) to Zone R-1D (One-family Residential) affecting property containing approximately 10.81 acres and located at 2804 Meadowbrook Drive.

Name: High Brass Development LLC on behalf of Glenda Degenhardt and Johnny An Sr.
File # 119-0-006-00-0




Item 4.






Planning Commission
Z-23-50
November 6, 2023
4804 Meadowbrook Drive

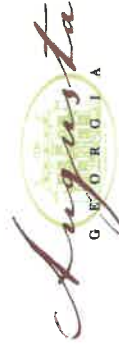
Future Zoning

Legend

 Subject Property

Zoning Classification

-  A: Agriculture
-  R-1A: One Family Residential
-  R-1B: One Family Residential
-  R-1C: One Family Residential
-  R-1D: One Family Residential



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Planning & Development Department
535 Telfair Street Suite 300
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10/17/2023 MH18072

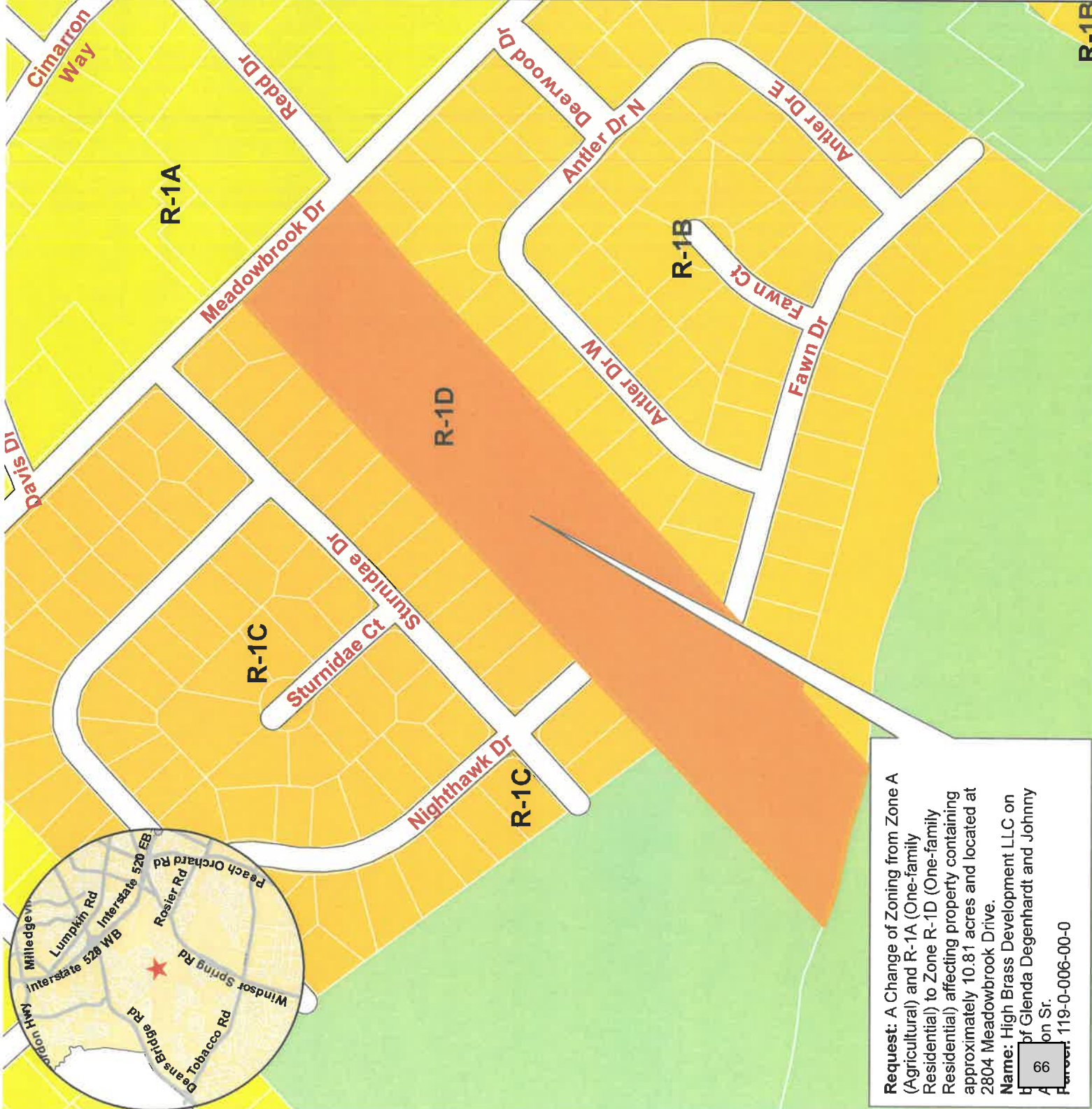
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Item 4.

0 400 Feet



Request: A Change of Zoning from Zone A (Agricultural) and R-1A (One-family Residential) to Zone R-1D (One-family Residential) affecting property containing approximately 10.81 acres and located at 2804 Meadowbrook Drive.

Name: High Brass Development LLC on behalf of Glenda Degenhardt and Johnny A. Degenhardt
Parcel: 119-0-006-00-0





Commission Meeting

November 21, 2023

Item Name: SE-23-08

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>SE-23-08</u> – A request for concurrence with the Augusta Planning Commission to APPROVE with a condition, a petition by Mary Ross on behalf of Mary Ross and Richard Makerson requesting a special exception to establish a lodging and boarding house per Section 17-2(b) of the Comprehensive Zoning Ordinance affecting property containing approximately 4.83 acres located at 1015, 1027, 1029 and 1033 Moseley Road. Zone R-3B (Multiple-family Residential). Tax Map #338-0-003-42-0, 338-0-003-41-0, 338-0-003-40-0 and 338-0-003-39-0. DISTRICT 8
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. Allow for a lodging and boarding home to be located on 1015, 1027, and 1029 Mosely Road only.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION REZONING STAFF REPORT

Case Number: SE-23-08

Hearing Date: Monday, November 6, 2023

Applicant: Mary Ross

Property Owner: Mary Ross and Richard Makerson

Address of Property: 1015, 1027, and 1033 Moseley Road, Augusta, Georgia 30906

Tax Parcel #: 338-0-003-42-0, 338-0-003-41-0, 338-0-003-40-0 and 338-0-0-00-39-0

Present Zoning: A (Agriculture) and R-3B (Multiple-Family Residential)

Commission District: 8 (B. Garrett) **Super District:** 10 (W. Guilfoyle)

Fort Eisenhower Notification Required: N/A

Request	Proposed Use / Activity	Ordinance Section
Special Exception	Establish a lodging/boarding house for women	Section 26-1(u)

Summary of Request:

The applicant seeks to establish a Lodging or Boarding House that will house young women between the ages of 18 and 21 who have aged out of the foster care system and/or facing homelessness. The request includes four (4) parcels with a total of 4.83 acres currently zoned A (Agriculture) and R-3B (Multiple-Family Residential). A rezoning application to rezone all four parcels to R-3B is on this agenda (Z-23-47).

Section 26-1 (u) of the Comprehensive Zoning Ordinance establishes the regulations for a Lodging or Boarding House. It includes, but is not limited to, the house must meet all code requirements for health, safety, and welfare of the occupants. Plans must be submitted for review by the Building Department, Health Department, and Fire Department. The maximum number of residents allowed for the House is dependent upon the specifications in the Home Design Requirements Section below and compliance with Building and Fire Dept. occupancy and safety determination. Only the primary residential structure may be utilized for the purposes of this request. No accessory structure may be constructed or modified to accommodate residents. If the House fails to maintain

compliance with all building, safety, health, and zoning requirements it shall be grounds for termination of the Special Exception and/or business license and the owner/operate shall thereafter be required to discontinue the use of the premises as a Lodging or Boarding House. A complete copy of the regulations is included with this report.

Compatibility:

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

According to the 2018 Comprehensive Plan, the property is located within the South Richmond Character Area. The 2018 Comprehensive Plan's vision for the South Richmond Character Area includes maintaining its predominant rural character of large tracts of forested lands, open space, and rural residences. Recommended development patterns for the South Richmond Character Area include targeting new low density residential development for the suburban part of the character area. Confine any new neighborhood commercial and professional office development to designated intersections.

Findings:

1. There are several previous zoning cases on file for these properties:
 Z-94-61 – 1015 Moseley Road, a Special Exception for a Family Personal Care Home.
 Z-98-78 – 1027 & 1029 Moseley Road, a rezoning from R-1 to A which would bring existing manufactured homes into zoning conformance. With the condition that no livestock was allowed on the property.
 Z-98-79 – 1015, 1027, and 1029 Moseley Road a rezoning from A to R-3B – Group Personal Care Home. With a reversion condition if the Group Personal Care Home ceased operation.
2. The properties were operated as a Group Personal Care Home, a Family Personal Care Home, and a Boarding house prior to 2019. Only the two Personal Care facilities received Special Exceptions.
3. The properties received multiple code enforcement violations over the life of these uses. In 2019 the owner lost the properties to foreclosure and the business licenses were closed.
4. The Special Exception for the Personal Care Homes use has expired since it has been more than one year since a valid business license was in place as stated in the Comprehensive Zoning Ordinance in Section 17-8 and 26-2.
5. The letter of intent from the applicant states they will utilize the existing manufactured homes located on 1029 and 1015 Moseley Road to house young women between the ages of 18 and 21 who have aged out of the foster care system and/or facing homelessness. 1033 and 1027 Moseley Road are currently vacant.
6. The homes will provide education in life skills and career and education planning. Case management will include assistance with helping the women find counseling services,

medical providers, education programs and additional services that may be needed to help the young women become self-sufficient in the community. No drug or alcohol counseling or treatment will be provided.

7. Each existing manufactured home contains a kitchen facility, bedrooms, bathrooms and living area and are independent of each other.
8. The proposed development has access to public water but no sanitary sewers. The properties are served by septic systems.
9. The GDOT Functional Classification Map, 2017. Classifies Moseley Road as a local road.
10. There are no public transit services located in this area.
11. The distance to Augusta Technical College is approximately 16 miles. The distance to other schools and downtown locations for possible counseling and job assistance is farther.
12. According to the FEMA Flood Insurance Rate Maps (FIRM) the properties are not located within any flood zone.
13. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the properties.
14. The Augusta Fire Department, Health Department and/or Augusta Building Department will need to inspect the properties for compliance with all local codes. Plans may be required to be submitted to address any deficiencies.
15. The proposed use is anticipated to generate minimal additional traffic impact.
16. If approved the petitioner must obtain a local business license and maintain it for the duration of the business use at the subject addresses.
17. There are no semi-institutional uses within 1,200 feet of the subject property and no commercial nursing homes nearby.
18. The R-3B zoning is required to support the proposed Lodging or Boarding House use of the property. The request to rezone the properties to R-3B (Multiple-family Residential) is part of the November Planning Commission agenda (Z-23-47).
19. At the time of the completion of this staff report, staff has not received any inquiries concerning this application.

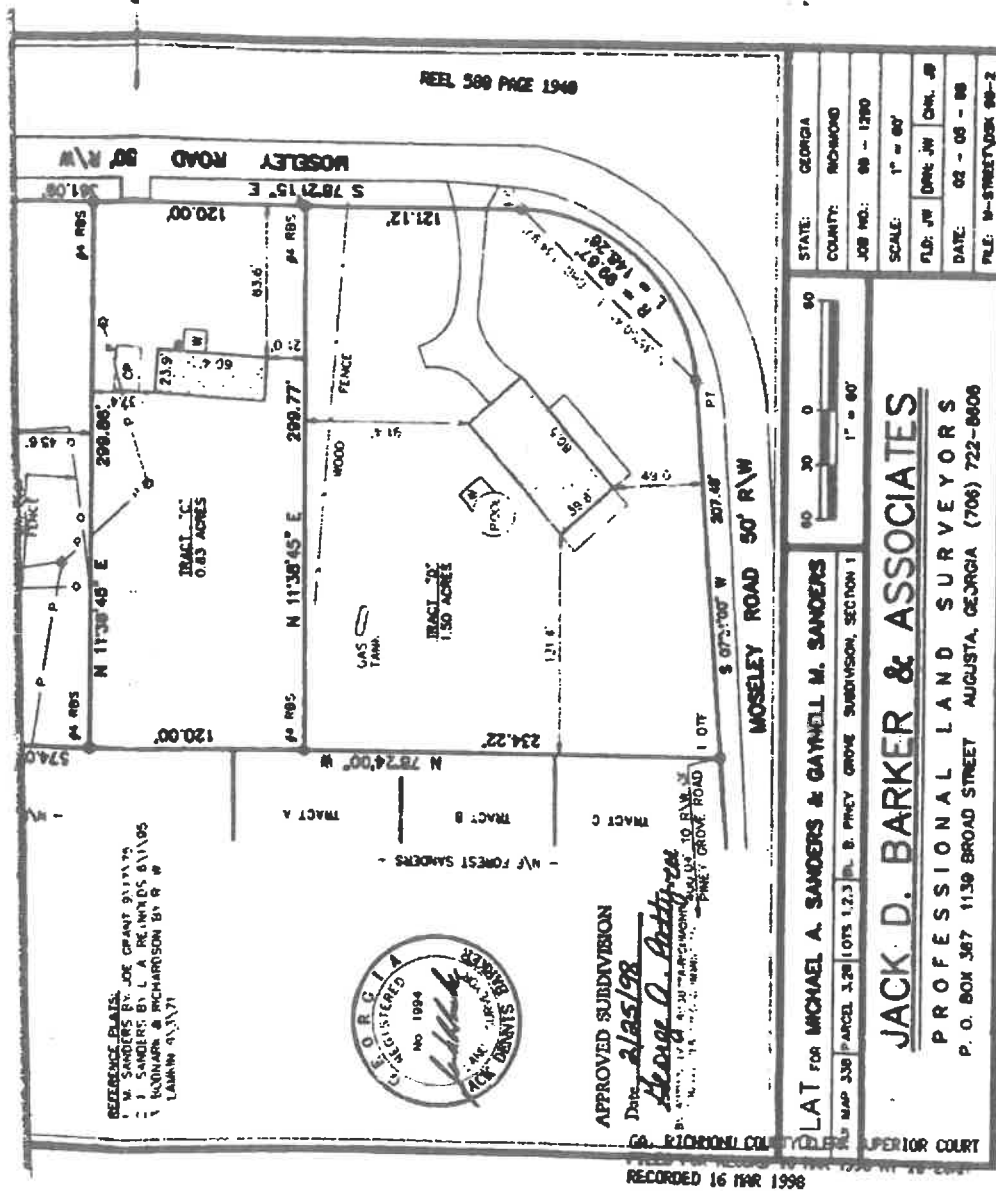
Recommendation: The Planning Commission recommends Approval of this special exception request to allow for a lodging and boarding home to be located on 1015, 1027, and 1029 Mosely Road only.

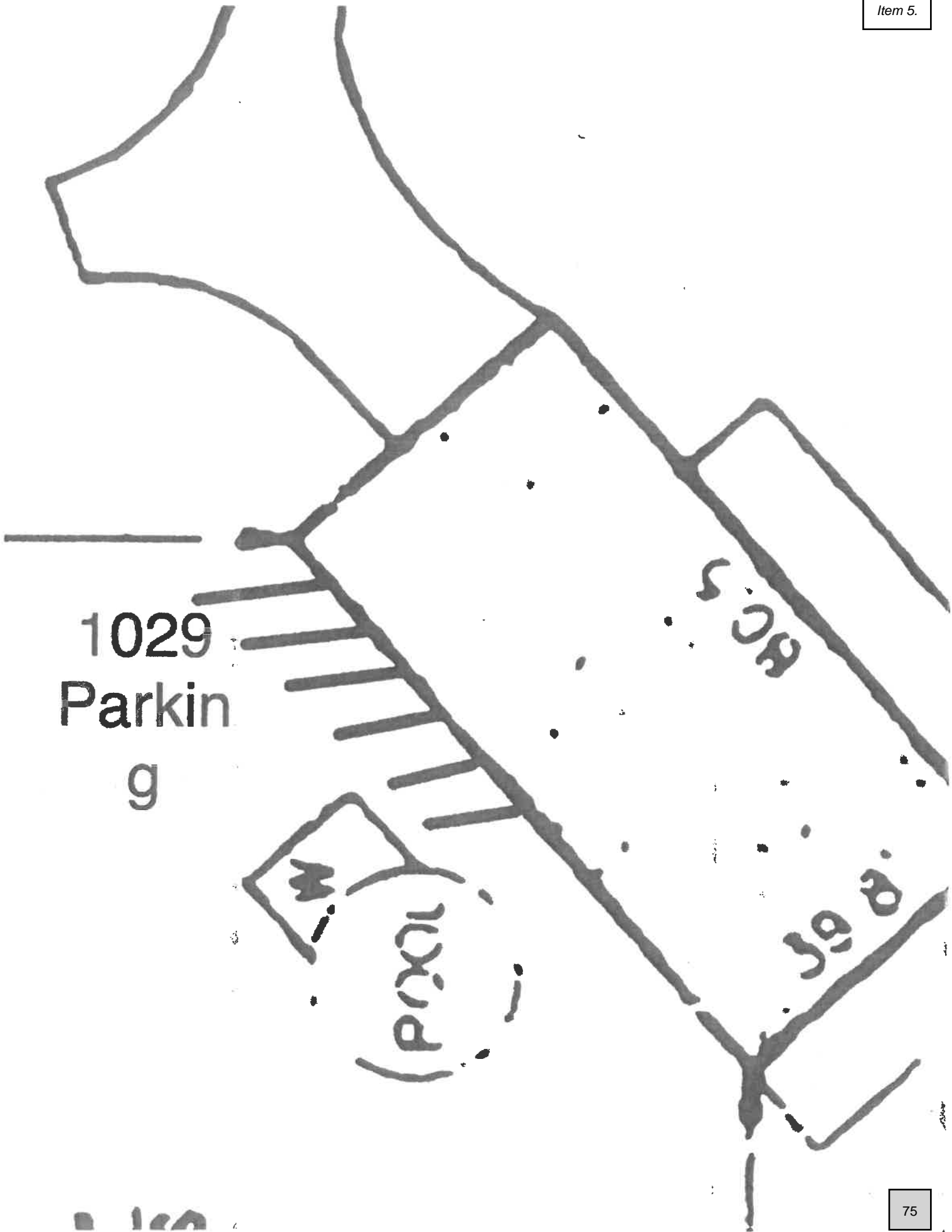
Note: The information included in this staff report represents the best available information at the time it is written, which is generally two weeks prior to the Planning Commission hearing at which the zoning petition is to be heard. It represents an evaluation of the facts presented by the applicant,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

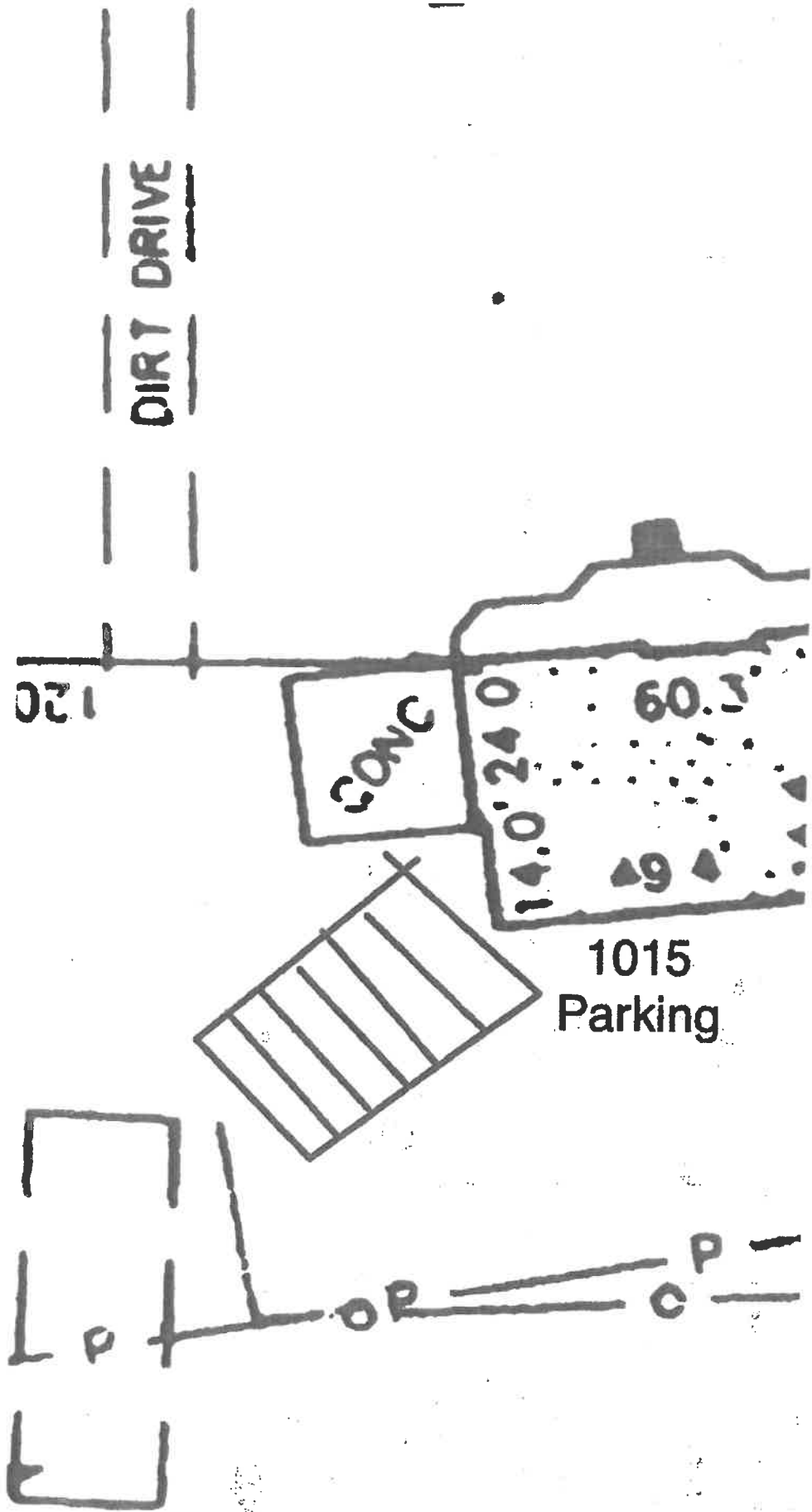
Mary Ross
3406 Grove Landing Circle
Grovetown GA 30813
9044287374

Letter Of Intent

I, Mary Ross would like to rezone 1015,1027,1029 and 1033 Moseley Road to provide housing for young woman ages 18-21. I would like to provide affordable housing to prevent homelessness, rape, and drug trafficking. The duration of stay at the houses would be based on age, allowing the maximum of three years if a client moves in at the age of 18.







1029 Moseley Road



1015 Moseley Road




Planning Commission
SE-23-08
November 6, 2023

Multiple addresses
on Moseley Road

Aerial

Legend

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
10/17/2023 MH18072

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Item 5.

0 400 Feet



Request: A Special Exception to establish a lodging and boarding house affecting property containing approximately 4.83 acres and located at 1015, 1027, 1029 and 1033 Moseley Road.


Name: Mary Ross, on behalf of Mary Ross and Thard Makerson
P 338-0-003-42-0, 338-0-003-41-0, 338-0-003-40-0, 338-0-003-39-0

Planning Commission
SE-23-08
November 6, 2023

Multiple addresses
on Moseley Road

Current Zoning

Legend

 Subject Property

Zoning Classification

 A: Agriculture

 R-1: One Family Residential

 R-3B: Multiple-Family Residential

 R-MH: Manufactured Home Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
10/17/2023 MH18072

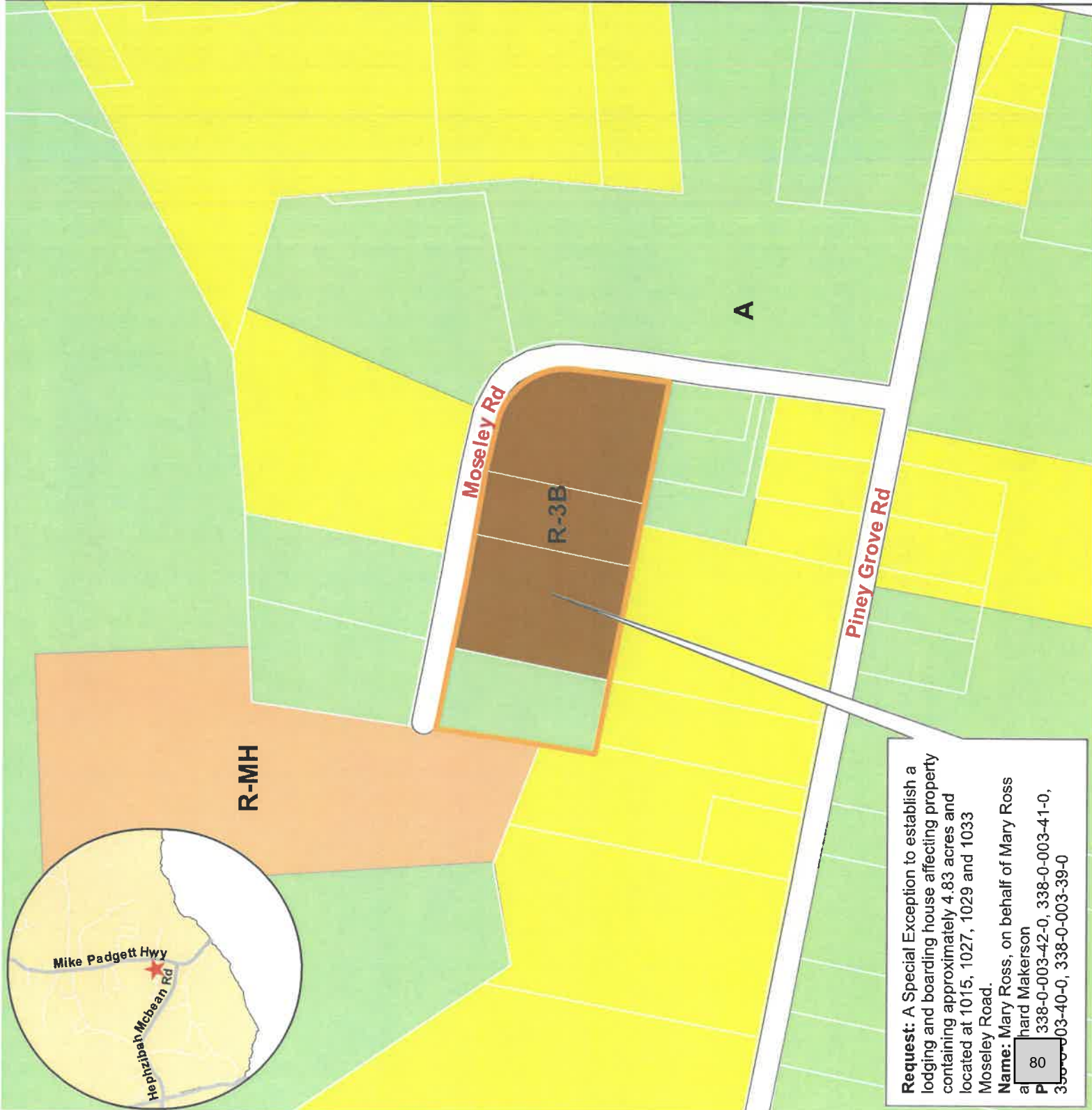
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Item 5.



0 400 Feet



Request: A Special Exception to establish a lodging and boarding house affecting property containing approximately 4.83 acres and located at 1015, 1027, 1029 and 1033 Moseley Road.

Name: Mary Ross, on behalf of Mary Ross and David Makerson
P 338-0-003-42-0, 338-0-003-41-0, 338-0-003-40-0, 338-0-003-39-0



Commission Meeting

November 21, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Motion to approve New Location: A.N. 23-12: A request Henry Scheer for a consumption on premise Beer & Wine License and a retail package Beer & Wine License to be used in connection with Mally's Market located at 2860 Washington Rd. District 7. Super District 10. (Approved by Public Services Committee November 14, 2023)
Background:	This is a New Location. Alcohol was approved at the March 29, 2023 meeting, unable to open due to construction delays. Sec 6-2-73: Cancellations of Licenses
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of \$2,600.00
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's 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. 23-12

Application Type: Consumption on Premise Beer & Wine and Retail Package Beer & Wine

Business Name: Malley's Market

Hearing Date: November 14, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Henry Scheer*

Property Owner: M.J. Properties of Augusta LLC

Address of Property: 2860 Washington RD

Tax Parcel #: 012-0-092-01-0

Commission District: District: 7 Super District: 10

Background: New Location (Unable to open due to construction, within time allowed)
Sec.6-2-73 Cancellation of Licenses

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-1/B-2 (Neighborhood Business-General Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Beer & Wine and Retail Package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation 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 or not he has violated any laws, regulations or ordinance 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 he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order 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.
 - **The proposed is a New Location.**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the 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 him, the manner in which he 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 licenses 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 requirement 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 \$2,600.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. 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 and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

COPY

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business MALLY'S MARKET
2. Business Address 2860 Washington Rd.
3. City AUGUSTA State GA. Zip 30909
4. Business Phone (706) 294-6157 Home Phone (706) 294-6157
5. Applicant Name and Address: Henry Richard Scheer
2710 Downing St.
Augusta GA 30909
6. Applicant Social Security # _____ O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 2860 Washington Rd Zoning _____
9. Location Manager(s) Henry Scheer
Tom Jastram
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 2022
12. Mailing Address:
Name of Business Mally's Market
Attention Tom Jastram
Address 2860 Washington Rd
City/State/Zip Augusta Ga. 30909
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: MALLY'S MARKET + RESTAURANT
List name and other required information for each person having interest in this business.

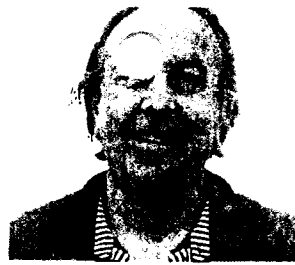
Name	Position	SSNO#	Address	Interest
Henry Scheer	Owner		2710 Downing St.	50
Tom Jastram	Owner		165 Bohannon Rd SE WAY APPL 6 GA	50

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		X	X		
Consumption on Premises		X	X		
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: yes
If so, give year of application and its disposition: 7/6/02 2008
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes () No If so, please initial T.J.



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.
1177 Southgate Dr Charleston SC 29407
Homegrown Hospitality - Charleston SC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Homegrown Hospitality + TMJH
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 alcoholic beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, _____
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.

[Signature]
Applicant Signature

I hereby certify that Henry Scheer 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 20 day of January, in the year 2023.

[Signature]
Notary Public

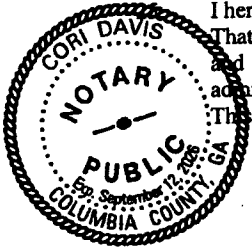
FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date





Commission Meeting

November 21, 2023

Alcohol Renewals 2024

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Motion to approve a request by Planning & Development to renew the existing Alcohol Licenses in Augusta. There will be Sunday Sales, Dance, Arcades, Wholesale, Alcohol Catering, and an Adult Bookstore. (Approved by Public Services Committee November 14, 2023)
Background:	This is the Annual Renewal for the 2024 year.
Analysis:	The applicants meet the requirements for the renewal of their current Alcohol Licenses for the 2024 year.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	APPROVE
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A




PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

MEMORANDUM

TO: Garnett Johnson, Mayor
Brandon Garrett, Mayor Pro Tem
Augusta, Georgia Commissioners
Takyah Douse, Interim Administrator

FROM:  Carla Delaney, Planning & Development Department Director

DATE: November 7, 2023

RE: Renewal of the Alcohol, Sunday Sales, Dance, Arcade, and Wholesalers Licenses for the Year 2024.

Enclosed is a copy of the arcade, dance and alcohol Beverage License Book to be renewed for the year 2024.

CD/PSM

2023

ALCOHOL LICENSES

TO BE RENEWED FOR 2024



Prepared by: Planning and Development Department

Carla Delaney, Director

1803 Marvin Griffin Road

Augusta, GA. 30906



Commission Meeting

November 21, 2023

Super Bowl Sunday

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Motion to approve Resolution designation of Sunday February 11, 2023 , as the Sunday designated for Bars to be open for Sunday Bowl Sunday. (Approved by Public Services Committee November 14, 2023)
Background:	The City of Augusta's Ordinance provides that by resolution that the Commission can designate one Sunday a calendar year that Bars can be open. Section 6-2-77 (3a)
Analysis:	The following dates have been approved in the past: Super Bowl Sunday February 2, 2020, Super Bowl Sunday February 7, 2021, Super Bowl Sunday February 13, 2022, Super Bowl Sunday February 12, 2023.....The proposed date to select is super Bowl Sunday February 11, 2024
Financial Impact:	Each Bar choosing to be open will pay between \$100.00 - \$325.00 for the One Day Sunday License
Alternatives:	Do Not Approve
Recommendation:	Approve
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



**Public Service Committee Meeting
11/14/2023
Bars to Open on Super Bowl Sunday 2024**

Department: Planning & Development Department

Presenter: Julietta H. Walton, Customer Service & Business License Manager

Caption: Approve by resolution the designation of one Sunday during the calendar year 2023 that bars can be open as provided in the Augusta Alcohol Ordinance, Section 6-2-77 (3a).

Background: The Alcohol Ordinance provides that by resolution the Commission can designate one Sunday a calendar year that bars can be open.

Analysis: The following dates have been approved in the past:
Super Bowl Sunday February 2, 2020, Super Bowl Sunday February 7, 2021, Super Bowl Sunday February 13, 2022, Super Bowl Sunday February 12, 2023.....
The proposed date to select is **Super Bowl Sunday February 11, 2024.**

Financial Impact: Each Bar choosing to be open will pay between \$100.00 - 325.00 for the One Day Sunday License.

Alternatives: Do not approve

Recommendation: Approve

**Funds available
In the following
accounts.**

REVIEWED AND APPROVED BY:
Finance.
Law.
Administrator.
Clerk of Commission.

RESOLUTION

RESOLUTION AUTHOIRIZING BARS TO BE OPEN ON ONE SUNDAY IN THE CALENDAR YEAR

WHEREAS, the Augusta, Georgia Commission (the Commission) has determined that in accordance with the Official Code of Georgia Annotated Section 3-3-37, bars will be authorized to sell alcoholic beverages for consumption on the premises on one designated Sunday in the calendar year; and

WHEREAS, the Commission approved amendments to the Augusta Alcohol Ordinance that allows for Sunday Sales Single Event for bars upon resolution by the Commission designated the date; that provides the hours of sale for alcoholic beverages; that provides the hour that premises is to be vacated; and that provides the associated fee; and

WHEREAS, it is necessary and appropriate for a resolution to be adopted by the Augusta Commission designating the calendar date for the year 2023 that bars can be open;

NOW THEREFORE, BE IT RESOLVED BY THE AUGUSTA, GEORGIA COMMISSION.

Sec. 1: The Commission designates February 11th as the Sunday for year 2024 that bars can apply for the Sunday Single Sales Event license.

Duly adopted by the Augusta Commission this _____ day of _____, 2023

Attest:

Lena J. Bonner, Clerk of Commission

Seal:

CERTIFICATION

The undersigned Clerk of Commission, Lena J. Bonner, hereby certifies that the foregoing Resolution was duly adopted by the Augusta, Georgia Commission on _____, 2023 and that such Resolution has not been modified or

rescinded as of the date hereof and the undersigned further certifies that attached hereto is a true copy of the Resolution which was approved and adopted in the foregoing meeting(s).

Lena J. Bonner, Clerk of Commission



Commission Meeting

November 21, 2023

Massage Operator

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Motion to approve New Location: Massage Operator: A request by Michael Martin for a Massage Operator's License to be used in connection with The Athletic Standard located at 211 Hudson Trace . District 7. Super District 10. (Approved by Public Services Committee November 14, 2023)
Background:	This is a New Location
Analysis:	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
Financial Impact:	The applicant will pay a fee of \$120.00, and a fee based on estimated gross revenue.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's 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: Discussion

Application Type: Massage Operators License

Business Name: The Athletic Standard

Hearing Date: November 14, 2023

Report Prepared By: Julietta H. Walton, Customer Service Manager and Business License

Applicant: *Michael Martin*

Property Owner: Wayne Works Marine, LLC

Address of Property: 211 Hudson Trace

Tax Parcel #: 012-1-135-04-0

Commission District: District: 7 Super District: 10

Background: This is New Location

ANALYSIS: Location restrictions:

- **Zoning:** B-1 (Neighborhood Business)

LICENSE REQUIRED:

- Any person desiring to own, operate, conduct, or carry on, in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this chapter is not authorized or licensed to actually perform the massage therapy on customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person, employed or otherwise engaged by a massage therapy business to perform massage therapy on members of the public shall, prior to engaging in such activity, have in such person's possession, a then current massage therapy license issued by the Augusta-Richmond County Commission. A licensee holding a massage therapy is not licensed to own, operate, conduct, or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta, but which sends a massage therapist into Augusta to provide massage therapy on an outcall basis, must possess an operator's license. Any person providing massage on an outcall basis must possess a massage therapy license.

Qualifications for operator's license: § 6-4-3

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to a criminal background
- No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law. Within ten years prior to filing date of application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two years to filing the application for an operator's license.
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears the Augusta Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted

FINANCIAL IMPACT: The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License, administrative fee and a fee based on estimated gross revenue reported.

RECOMMENDATION: The Planning & Development approved the application subject to additional information not contradicting applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. 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 and the Massage Therapy Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



AUGUSTA RICHMOND COUNTY
PERSONNEL STATEMENT
1815 MARVIN GRIFFIN ROAD
AUGUSTA GA 30906

Item 9.

1) Full Name of Applicant: Michael Glenn Martin

2) Home Address: 4063 Briarwood Dr Augusta GA 30907

3) Telephone #: 706 SS#: _____ Date of Birth: _____

High School Diploma: Yes ☒ No _____ or GED: Yes _____ No _____

4) Trade name of Business of which personnel statement is a part of: The Athletic Standard

5) Business Address: 211 Hudson Trace Augusta, GA 30907

6) Business Telephone: 706

7) Position of Applicant in Business: Owner

8) Other names use by applicant: maiden name, names used in former marriages, alias, stagename, and or nicknames _____

9) Place of Birth: Augusta, GA U.S. Citizen ☒ Yes () no

Naturalized: _____ Date, Place and Court: _____

Certification No: _____

10) Martial Status: ☒ Married () Divorced () Separated () Widowed () Single ()

11) If married, divorced, or widowed, complete the information requested below.

Full name of spouse: Brittany Horton Martin SS# _____

12) Applicants: Height: 6'1" Weight: _____ Age: _____

Color Hair: Blonde Color Eyes: Blue

13) Employment Records: (Give most recent experience first. If self-employed, give details.)

From		To		Occupation and Description of Duties Performed	Salaries Received	Employer	State	Reason for Leaving
Month	Year	Month	Year					
2	2021	Current		Corrective Exercise specialist		K2 Motion	GA	N/A
6	2019	5	2020	Pest Control		Mountaineer	SC	Poor Work Environment

COPY

Item 9.



14) List in reverse chronological order all of your residence for the past ten years.

From		Street	City	State
Month	Year			
10	2021	4063 Briarwood Dr	Augusta	GA
2	2012	4246 Deerwood Ln	Evans	GA

15) References: Give three personal references, not relatives, former employers, fellow employees, or school teachers, who are responsible, reputable, adults, business or professional men or women, who have known you well during the past five years. (Name, residence, business, address, and number of years known).

Worrey Hill 4063 211 Hudson Trace Augusta, GA 706 251 5590 8 years
Serry Pickens Culbreath Dr, Evans, GA 706 564 3531 23 years
Wes Adams 706 446 5901 15 years

16) Military service: (Serial numbers, branch of service, period of service, type of discharge)

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county or municipal law, regulation or ordinance? (Do not include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition. 2007 shoplifting, 2008 Disorderly Conduct - Augusta
2011 Misdemeanor possession Augusta

18) Attach two (2) copies of driver's license and or picture I.D. to application.

Note: Before signing this statement, check all answers and explanations to see that you have answered all questions correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith.

VERIFICATION

State of Georgia Richmond County

Michael Martin do solemnly swear, subject to the penalties of false swearing that the statements and answers made by me as the applicant in the foregoing personnel statement are true.

[Signature]
Applicant's signature (Full name in ink)

I hereby certify that Michael Martin (the above signed person) is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statement and answers made therein, and, under oath

This 20th day of June in the year 2023

[Signature]
Notary Public

Sheriff Department Approval _____ Disapproval _____

L G Cosby
NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires
04/05/2026



Commission Meeting

November 21, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Aviation Fuel Supplier Contract with Ascent Aviation Group, Inc. RFP 23-246 Aviation Fuel Supply Agreement terms: (3) three-year agreement with (2) two one-year renewable options.
Presenter:	Herbert Judon
Caption:	Motion to approve Aviation Fuel Supplier Contract with Ascent Aviation Group, Inc. Approved by the Augusta Aviation Commission on October 26, 2023. RFP 23-246 Aviation Fuel Supply Agreement terms: (3) three-year agreement with (2) two one-year renewable options. (Approved by Public Services Committee November 14, 2023)
Background:	For the last 22 years, AvFuel Cooperation has held the aviation fuel supply agreement for the Augusta Regional Airport. This long-term partnership prevented fuel supply disruption, provided refueler support during Masters and large military exercises, and provided strategy and marketing support to increase fuel sales.
Analysis:	An RFP was submitted for the services. On September 14, 2023, an evaluation committee consisting of staff from the Augusta Regional Airport and the Augusta Procurement Department concluded the bid evaluation process for the selection of an Aviation Fuel Supplier. The committee received and evaluated five (5) proposals. The evaluation committee concluded that Ascent Aviation Group, Inc a subsidiary of World Fuel Services, Inc. provided the best overall value by reducing operating cost and offering a massive consortium of compatible aviation fuel related support. Aviation Fuel Supply Agreement terms: (3) three-year agreement with (2) two one-year renewable options.
Financial Impact:	\$100,000-200,000 annual savings due to discounted price below market lease rates.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on October 26, 2023.
Funds are available in the following accounts:	551081106-1134410 (inventory) / 551081106-5315120 (expense)

**REVIEWED AND
APPROVED BY:**

N/A

Item 10.

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this "Agreement") is made and entered into this 1st day of January, 2024 (the "Effective Date") by and between **AUGUSTA, GEORGIA** ("Customer"), a political subdivision of the State of Georgia, acting through the **AUGUSTA AVIATION COMMISSION**, having its principal office located at 539 Telfair Street, Room 605, Augusta, GA 30901 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its affiliates (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the Parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. Scope.

(a) During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer's requirements at Customer fixed-based operation site at Augusta Regional Airport (KAGS), 1501 Aviation Way, Augusta, GA 30906 (the "FBO") for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use.

(b) Seller has a contract fuel program that allows its Flight Operator customers ("World Fuel Customers") to purchase fuel from Seller (or its affiliates) worldwide through a network of FBOs and other suppliers (the "Contract Fuel Program"). During the Term, Customer covenants that all contract fuel sales will be exclusively through Seller's Contract Fuel Program and that it will not use any other resellers' contract fuel program, unless contract fuel is processed through Seller's Contract Fuel Program. Customer shall provide Seller a discounted into-plane fee for fuel based on the volume of fuel sold by Customer to Seller as part of the Contract Fuel Program compared to Customer's posted retail price and other resellers' contract fuel program. Seller issues World Fuel Customers proprietary cards that World Fuel Customers can use to purchase fuel at FBOs ("Cards"). Customer agrees to deliver fuel to World Fuel Customers (a) upon presentment of a Card to Customer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by Seller (each, a "Sales Order", and with Card Transactions, "Customer Transactions") to Customer for fuel. Customer shall obtain electronic or manual authorization from Seller for all Customer Transactions.

(c) During the Initial Term (as defined below), Customer agrees to deliver into-plane at least (i) 3,600,000 gallons of fuel to World Fuel Customers pursuant to the Contract Fuel Program (the "Contract Fuel Gallons") and (ii) 6,000,000 gallons of fuel to air carriers operating under a Part 121 certificate, U.S. based airlines and cargo operators (the "Commercial Fuel Gallons").

(d) Customer shall purchase at least (i) 3,990,000 gallons of combined aviation fuel ("Bulk Fuel") from Seller during the Initial Term (the "Bulk Gallons", and collectively with the Contract Fuel Gallons and the Commercial Fuel Gallons, the "Total Gallons") and (ii) 1,330,000 gallons of Bulk Fuel from Seller during each Option Term (the "Option Term Minimum Gallons").

(e) Customer agrees that Seller shall have the exclusive right (other than Customer) to hold fuel in the Customer's tanks ("Customer Tanks") located at the FBO ("Inventory Fuel"), and that no other Party (other than Customer) shall have the right to hold inventory or have any throughput rights in the Customer Tanks. Customer agrees that it shall only sell Bulk Fuel to end users (*i.e.*, flight operators that burn the fuel in their aircraft) for which Customer issues the invoice to the end user on Customer's direct behalf. Customer also agrees to the following terms and conditions with respect to Inventory Fuel:

- i. Customer shall, from time-to-time, request additional supplies of Inventory Fuel to ensure at all times during the Term there is a sufficient stock of Inventory Fuel to avoid any Inventory Fuel shortages, taking into account the useable capacity of the Inventory Fuel stock.

- ii. The fueling services ("Fueling Services") at the FBO shall be the sole responsibility of Customer and until title to Inventory Fuel passes to World Fuel Customers after Fueling Services are complete, including, without limitation, the responsibilities related to proper documentation, the preservation of the quality of Inventory Fuel stored at the FBO, the monitoring and control of Inventory Fuel stock levels, and the proper delivery of Inventory Fuel into-plane shall be the sole responsibility of Customer.
- iii. Customer shall keep complete and accurate inventory records. Receipts into inventory and disbursements from inventory shall be recorded in U.S. gallons. Inventory measurements of each Customer Tank shall be taken daily and in accordance with this Section and, for each measurement so taken, the volume and the time of day such measurement was made shall be recorded ("Daily Measurement Requirements").
- iv. Using the Daily Measurement Requirements, Customer shall monthly reconcile the physical inventory of the Inventory Fuel to the calculated inventory and present such reconciliation to Seller. Such reconciliation shall explain the receipt and distribution of all Inventory Fuel, including all operating gains or losses.
- v. Customer shall be responsible for all losses of Inventory Fuel that result from its negligence or willful misconduct. Customer shall also be responsible for all losses or disappearances of Inventory Fuel from Customer Tanks that cannot be reconciled as required above, or adequately explained as a normal operating loss reasonably beyond Customer's control. All gains and losses in inventory of Inventory Fuel shall be determined monthly.
- vi. Customer warrants that at all times during the Term that (y) it will perform the Fueling Service in compliance with Airlines for America ATA Specification 103 "Standards for Jet Fuel Quality Control at Airports", and (z) Customer's personnel shall comply with all of the terms and conditions herein relating to the Fueling Services.
- vii. Customer shall be responsible for training its personnel to perform the Fueling Services as set forth herein.

2. Duration and Renewal. This Agreement shall be for an initial term of three (3) years beginning on the Effective Date (the "Initial Term"). Customer shall have the option to renew for two (2) subsequent one (1) year periods (each, an "Option Term", the Initial Term with each Option Term, as applicable, shall be collectively referred to herein as the "Term"). Customer shall purchase the Total Gallons from Seller during the Initial Term. If at the end of the Initial Term, Customer has not purchased the Total Gallons, then the requirement to purchase such remaining Total Gallons (the "Rollover Gallon Requirement") shall automatically rollover to each Option Term (as applicable), until Customer has purchased the Rollover Gallon Requirement and such Option Term Minimum Gallons. Upon the expiration of the last Option Term, this Agreement shall automatically terminate with no further obligations by either Party. In accordance with Georgia law regarding multi-year contracts, the effective date of this Agreement shall continue through December 31 of the date of execution. The Agreement shall: (i) terminate absolutely and without further obligation on the part of Parties each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in this Article; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely, with no further renewals, on December 31, 2028, unless extended by written amendment.

3. Pricing.

(a) Unless otherwise agreed in writing by the Parties, the price per gallon for Avgas 100LL petroleum sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

(b) The price which Customer shall pay Seller for Jet A aviation fuel petroleum products purchased hereunder shall be governed by the previous week (Monday through Friday) average price per U.S. gallon as published in Platt's Oil Gram Gulf Coast Jet 54 Pipeline "mean" plus the price differential of \$0.0616 per gallon. Prices are exclusive of all Taxes (as defined in Section 10), freight charges, surcharges and fees. Seller will provide the same delivered price for Jet A for North Augusta, SC or Doraville, GA terminals. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its price at affected locations. Price changes will take effect as of the date of notification.

(c) Unless otherwise agreed in writing by the Parties, the price per gallon for Sustainable Aviation Fuel sold hereunder shall be as established by Seller from time to time in its discretion, subject to availability. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. Product and Product Standard. Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States or Canada shall meet ASTM D 910, latest revision. Sustainable Aviation Fuel means fuel that was been through ASTM's D4054 Evaluation Process and has been determined by a third party to be equivalent (either neat or as a blend) to conventional jet fuel and has been added to the D7566 Drop-In Fuel Specification. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net thirty (30) days subject to credit approval by Seller. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. Business Development Funds. Following Customer's execution and delivery of this Agreement and any other agreements referred to in subsection 22(b), Seller agrees to advance to Customer business development funds (the "Business Development Funds") as follows:

(a) One Hundred Thousand Dollars (\$100,000.00) annually for the Initial Term of Agreement for a maximum of Three Hundred Thousand Dollars (\$300,000.00) to be used towards facility upgrades and airport community projects.

(b) If this Agreement is terminated for any reason, Customer shall promptly pay back to Seller an amount equal to the number of months left in the current contract year by Customer divided by 12 multiplied by the Business Development Funds distributed by Seller to Customer in such contract year.

(c) If at any time during the Initial Term, Customer purchases the Total Gallons or more of combined aviation fuel (Jet Fuel plus Avgas 100LL), Customer shall be relieved of any obligation or liability to repay to Seller the Business Development Funds.

7. Force Majeure.

(a) Neither Party shall be in breach of nor have any liability for its failure to perform any obligation under this Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such Party ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to: (i) any act of God; (ii) fire, accident or explosion; (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition; (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; (v) any pandemic, epidemic or quarantine restriction; (vi) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected Party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group; (vii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator; (viii) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused; (ix) shortage in raw material, transportation, manufacturing, or Fuel from Seller's contemplated source of supply; (x) any determination that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which the affected Party may be subject.

(b) Upon the mutual agreement of the Parties, if in the event that performance is prevented, hindered, or delayed by such a Force Majeure Event, Seller may reduce deliveries in any manner as it may determine, and shall not be obliged to acquire or purchase additional quantities from other suppliers.

(c) Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Customer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(d) Seller shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount upon the mutual agreement of the Parties.

(e) If due to a Force Majeure Event Seller is unable to supply the total demand for any Fuel and/or is only able to perform part of its contractual obligations, Seller shall have the right, upon the mutual agreement of the Parties hereto to allocate its available Fuel and/or services among its customers, departments and divisions in such manner as it may so determine.

8. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

9. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

10. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving Party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

11. Taxes and Fees. All prices are quoted in U.S. Dollars and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder, and shall be added to the applicable price, to the extent allowable by law. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Customer from liability therefor. Customer will present Seller with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date Seller shall require, to satisfy Seller's concerns in connection with any duty, tax, assessment, fee and/or other charge. Customer's failure to provide Seller with such required documentation will result in the inclusion of all appropriate taxes and fees on applicable invoices and the recovery of any imposed taxes and fees will be the responsibility of Customer. Customer shall indemnify and hold Seller harmless for any damages, claims, liability or expense Seller may incur due to Customer's failure to comply with this requirement. Furthermore, Customer agrees to cooperate and execute any document reasonably requested by Seller to the extent necessary to further the intent of this Section 11 or to recover any amounts improperly paid to any governmental authority or other agency.

12. Independent Contractor. For the duration of this Agreement, each Party shall, at all times, function as an independent contractor and not as a subcontractor, employee, or agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise take any actions on behalf of the other Party. Each Party shall perform under this Agreement in compliance with all applicable laws, ordinances, and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation or other federal, state, and local governmental entities and those relating to the production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement and shall conduct the operation of Customer's business in such a manner as to promote goodwill

toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

13. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employers Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this Section 13 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall be issued by the insurance company already under contract to provide insurance services to Customer. The insurance company shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller shall obtain and maintain, at its sole cost and expense and for the full term of this Agreement, including any extension hereto, a minimum, all of the insurance requirements outlined below:

- i. **Comprehensive Broad Form General Liability** to include Products and Completed Operations Liability coverage program of at least \$50,000,000 per occurrence. Customer shall be added as an additional insured and be given a thirty (30) day notice of any cancellation or policy changes.
- ii. **Comprehensive General (Public) Liability:** Coverage shall have minimum limits of \$3,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability (insuring Indemnity provision within this contract).
- iii. **Business Auto Liability:** Coverage shall have minimum limits of \$5,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired, and Non-Owned Vehicles and Employee Non- Ownership.
- iv. **Workers Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of \$500,000 for each accident.
- v. **Pollution Liability:** Pollution coverage shall be carried in limits of not less than \$5,000,000 per occurrence.
- vi. **Fidelity Bond:** A Fidelity Bond in the amount of \$100,000 to cover any and all losses of Customer while under the custody or control of Seller.

(e) Any proposed changes to the insurance requirements above of Seller and/or Customer must be approved, in writing, by the Augusta, Georgia Commission prior to the effective date of the new requirements.

14. Indemnification; Limitation of Liabilities.

(a) **SELLER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CUSTOMER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF THE CUSTOMER (AS SUCH, THE**

"INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHATSOEVER NATURE WHICH ARE ASSERTED AGAINST OR INCURRED BY CUSTOMER AS A RESULT OF THE BREACH BY SELLER OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR AS A RESULT OF ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SELLER OR OF ANY SELLER'S OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF SELLER. SELLER'S OBLIGATION TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LAPSE OF ALL APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR TIME PERIODS WITHIN WHICH AN ACTION FOR INDEMNITY OR CONTRIBUTION MUST BE BROUGHT.

(b) SELLER SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR (i) ANY DELAY OR (ii) LOSS OF ACTUAL OR ANTICIPATED PROFIT OR (iii) LOSSES CAUSED BY BUSINESS INTERRUPTION OR (iv) LOSS OF GOODWILL OR REPUTATION OR (v) ACTS OR OMISSIONS OF THIRD PARTY VENDORS OR (vi) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF FUEL.

(c) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SELLER PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. Quality Control. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft.

16. Claims. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within twenty-four (24) hours after delivery.

17. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need-to-know Confidential Information. Customer's obligations under this Section 17 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing Party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing Party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing Party's Confidential Information. However, Seller acknowledges that this Agreement is subject to the Georgia Open Records Act (O.C.G.A. § 50-18-72), which requires the disclosure of certain documents related to its performance under this Agreement that is not otherwise excepted or exempted. Should Seller desire to protect its Confidential Information, the Georgia Open Records Act requires that Seller mark such documentation as "confidential" and submit an affidavit with said documentation attesting to the confidential/trade secret/intellectual property rights within the documents.

18. Termination.

(a) Either Party may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving the other Party seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and the breaching Party fails to cure such breach within the applicable notice period: (i) A Party breaches or defaults on any covenant, condition or other provision of this Agreement, the branding agreement, note, security agreement, lease, or any other agreement of the Parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) A Party becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets.

(b) Customer may terminate this Agreement, in whole or in part, for its own convenience by giving Seller seven (7) days' written notice. Customer will continue to pay Seller for any contracted fuel up until the effective date of the termination.

(c) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the Parties may be terminated at will.

(d) In the event this Agreement is terminated, all other agreements and instruments between the Parties shall also terminate, and all amounts owing under any note or other document and all remaining Business Development Funds shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, Parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(e) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, any remaining Business Development Funds, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law.

19. World Fuel Rewards. Customer agrees to participate in Seller's Rewards Program. Participation in the World Fuel Services Rewards program is subject to the World Fuel Program Rules – Participating Locations, which are set forth at <https://worldfuelrewards.com/worldfuel-program-rules-locations/>.

20. Miscellaneous.

(a) Notices. All notices to be given hereunder by either Party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either Party may designate to the other by written notice in the manner provided pursuant to this Section 20(a).

(b) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a Party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other Party, except as shall have been duly obtained and effective as of the date of this Agreement.

(c) Assignment; Waiver. This Agreement may not be assigned by either Party, either voluntarily, involuntarily, or by operation of law, or in the context of the sale of all or substantially all the assets of either Party; any merger, consolidation or acquisition of either Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital equity of either Party in one or more related transactions (each, a "Change in Control") without the prior written consent of the other Party, which consent shall not be unreasonably withheld. The Party assigning this Agreement shall give the other Party at least ninety (90) days' prior written notification of any Change in Control, identifying the entity that would be the successor in interest. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate of Seller" is any corporation, partnership, joint venture or other entity in which World Kinect Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either Party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(d) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Georgia without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Richmond County, Georgia and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a Party's right to bring proceedings against the other Party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(e) Amendments/Modifications. Any amendment or modification of this Agreement must be in writing and approved by both Parties. Seller 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 Customer's Board of Commissioners and approval of the Mayor. Under Georgia law, Seller is deemed to possess knowledge concerning Customer's ability to assume contractual obligations and the consequences of Seller's provision of goods or services to Customer under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Seller may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Seller agrees that if it provides goods or services to Customer under a contract that has not received proper legislative authorization or if the Seller provides goods or services to Customer in excess of the any contractually authorized goods or services, as required by Customer's Charter and Code, Customer may withhold payment for any unauthorized goods or services provided by Seller. Seller assumes all risk of non-payment for the provision of any unauthorized goods or services to Customer, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Customer, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, each Party shall be responsible for its own costs and attorneys' fees.

(g) Open Records Act. This Agreement, and any attached documents that comprise the entire agreement between the Parties, is subject to disclosure under the Georgia Open Records Act. (O.C.G.A. § 50-18-72).

(h) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, Seller's Response to RFP 23-246, and all other related documents of the Parties constitute the entire agreement between the Parties. The Parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both Parties

IN WITNESS WHEREOF, the Parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

By: _____
Christine S. Coombs
Sr. Director, Finance

By: _____
Garnett L. Johnson
Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this “Agreement”) is made and entered into this 1st day of January, 2024 (the “Effective Date”) by and between **AUGUSTA, GEORGIA** (“Customer”), a political subdivision of the State of Georgia, acting through the **AUGUSTA AVIATION COMMISSION**, having its principal office located at 539 Telfair Street, Room 605, Augusta, GA 30901 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its affiliates (collectively “Seller”) located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. Scope.

(a) During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer’s requirements at Customer fixed-based operation site at Augusta Regional Airport (KAGS), 1501 Aviation Way, Augusta, GA 30906 (the “FBO”) for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use.

(b) Seller has a contract fuel program that allows its Flight Operator customers (“World Fuel Customers”) to purchase fuel from Seller (or its affiliates) worldwide through a network of FBOs and other suppliers (the “Contract Fuel Program”). During the Term, Customer covenants that all contract fuel sales will be exclusively through Seller’s Contract Fuel Program and that it will not use any other resellers’ contract fuel program, unless contract fuel is processed through Seller’s Contract Fuel Program. Customer shall provide Seller a discounted into-plane fee for fuel based on the volume of fuel sold by Customer to Seller as part of the Contract Fuel Program compared to Customer’s posted retail price and other resellers’ contract fuel program. Seller issues World Fuel Customers proprietary cards that World Fuel Customers can use to purchase fuel at FBOs (“Cards”). Customer agrees to deliver fuel to World Fuel Customers (a) upon presentment of a Card to Customer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by Seller (each, a “Sales Order”, and with Card Transactions, “Customer Transactions”) to Customer for fuel. Customer shall obtain electronic or manual authorization from Seller for all Customer Transactions.

(c) During the Initial Term (as defined below), Customer agrees to deliver into-plane at least (i) 3,600,000 gallons of fuel to World Fuel Customers pursuant to the Contract Fuel Program (the “Contract Fuel Gallons”) and (ii) 6,000,000 gallons of fuel to air carriers operating under a Part 121 certificate, U.S. based airlines and cargo operators (the “Commercial Fuel Gallons”).

(d) Customer shall purchase at least (i) 3,990,000 gallons of combined aviation fuel (“Bulk Fuel”) from Seller during the Initial Term (the “Bulk Gallons”, and collectively with the Contract Fuel Gallons and the Commercial Fuel Gallons, the “Total Gallons”) and (ii) 1,330,000 gallons of Bulk Fuel from Seller during each Option Term (the “Option Term Minimum Gallons”).

(e) Customer agrees that Seller shall have the exclusive right (other than Customer) to hold fuel in the Customer’s tanks (“Customer Tanks”) located at the FBO (“Inventory Fuel”), and that no other party (other than Customer) shall have the right to hold inventory or have any throughput rights in the Customer Tanks. Customer agrees that it shall only sell Bulk Fuel to end users (*i.e.*, flight operators that burn the fuel in their aircraft) for which Customer issues the invoice to the end user on Customer’s direct behalf. Customer also agrees to the following terms and conditions with respect to Inventory Fuel:

- i. Customer shall, from time-to-time, request additional supplies of Inventory Fuel to ensure at all times during the Term there is a sufficient stock of Inventory Fuel to avoid any Inventory Fuel shortages, taking into account the useable capacity of the Inventory Fuel stock.

- ii. The fueling services ("Fueling Services") at the FBO shall be the sole responsibility of Customer and until title to Inventory Fuel passes to World Fuel Customers after Fueling Services are complete, including, without limitation, the responsibilities related to proper documentation, the preservation of the quality of Inventory Fuel stored at the FBO, the monitoring and control of Inventory Fuel stock levels, and the proper delivery of Inventory Fuel into-plane shall be the sole responsibility of Customer.
- iii. Customer shall keep complete and accurate inventory records. Receipts into inventory and disbursements from inventory shall be recorded in U.S. gallons. Inventory measurements of each Customer Tank shall be taken daily and in accordance with this Section and, for each measurement so taken, the volume and the time of day such measurement was made shall be recorded ("Daily Measurement Requirements").
- iv. Using the Daily Measurement Requirements, Customer shall monthly reconcile the physical inventory of the Inventory Fuel to the calculated inventory and present such reconciliation to Seller. Such reconciliation shall explain the receipt and distribution of all Inventory Fuel, including all operating gains or losses.
- v. Customer shall be responsible for all losses of Inventory Fuel that result from its negligence or willful misconduct. Customer shall also be responsible for all losses or disappearances of Inventory Fuel from Customer Tanks that cannot be reconciled as required above, or adequately explained as a normal operating loss reasonably beyond Customer's control. All gains and losses in inventory of Inventory Fuel shall be determined monthly.
- vi. Customer warrants that at all times during the Term that (y) it will perform the Fueling Service in compliance with Airlines for America ATA Specification 103 "Standards for Jet Fuel Quality Control at Airports", and (z) Customer's personnel shall comply with all of the terms and conditions herein relating to the Fueling Services.
- vii. Customer shall be responsible for training its personnel to perform the Fueling Services as set forth herein.

2. Duration and Renewal. This Agreement shall be for an initial term of three (3) years beginning on the Effective Date (the "Initial Term"). Customer shall have the option to renew for two (2) subsequent one (1) year periods (each, an "Option Term", the Initial Term with each Option Term, as applicable, shall be collectively referred to herein as the "Term"). Customer shall purchase the Total Gallons from Seller during the Initial Term. If at the end of the Initial Term, Customer has not purchased the Total Gallons, then the requirement to purchase such remaining Total Gallons (the "Rollover Gallon Requirement") shall automatically rollover to each Option Term (as applicable), until Customer has purchased the Rollover Gallon Requirement and such Option Term Minimum Gallons. Upon the expiration of the last Option Term, this Agreement shall automatically renew for subsequent annual periods unless cancelled by either party providing ninety (90) days' prior written notice to the other party of its election to terminate.

3. Pricing.

(a) Unless otherwise agreed in writing by the parties, the price per gallon for Avgas 100LL petroleum sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

(b) The price which Customer shall pay Seller for Jet A aviation fuel petroleum products purchased hereunder shall be governed by the previous week (Monday through Friday) average price per U.S. gallon as published in Platt's Oil Gram Gulf Coast Jet 54 Pipeline "mean" plus the price differential of \$0.0616 per gallon. Prices are exclusive of all Taxes (as defined in Section 10), freight charges, surcharges and fees. Seller will provide the same delivered price for Jet A for North Augusta, SC or Doraville, GA terminals. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its price at affected locations. Price changes will take effect as of the date of notification.

(c) Unless otherwise agreed in writing by the parties, the price per gallon for Sustainable Aviation Fuel sold hereunder shall be as established by Seller from time to time in its discretion, subject to availability. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. Product and Product Standard. Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by

a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States or Canada shall meet ASTM D 910, latest revision. Sustainable Aviation Fuel means fuel that was been through ASTM's D4054 Evaluation Process and has been determined by a third party to be equivalent (either neat or as a blend) to conventional jet fuel and has been added to the D7566 Drop-In Fuel Specification. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net thirty (30) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. Business Development Funds. Following Customer's execution and delivery of this Agreement and any other agreements referred to in subsection 22(b), Seller agrees to advance to Customer business development funds (the "Business Development Funds") as follows:

(a) One Hundred Thousand Dollars (\$100,000.00) annually for the Initial Term of Agreement for a maximum of Three Hundred Thousand Dollars (\$300,000.00) to be used towards facility upgrades and airport community projects.

(b) If this Agreement is terminated for any reason, Customer shall promptly pay back to Seller an amount equal to the number of months left in the current contract year by Customer divided by 12 multiplied by the Business Development Funds distributed by Seller to Customer in such contract year.

(c) If at any time during the Initial Term, Customer purchases the Total Gallons or more of combined aviation fuel (Jet Fuel plus Avgas 100LL), Customer shall be relieved of any obligation or liability to repay to Seller the Business Development Funds.

7. Force Majeure.

(a) Neither party shall be in breach of nor have any liability for its failure to perform any obligation under this Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such party ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to: (i) any act of God; (ii) fire, accident or explosion; (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition; (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; (v) any pandemic, epidemic or quarantine restriction; (vi) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group; (vii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator; (viii) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused; (ix) shortage in raw material, transportation, manufacturing, or Fuel from Seller's contemplated source of supply; (x) any determination that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which the affected party may be subject.

(b) In the event that performance is prevented, hindered, or delayed by such a Force Majeure Event, Seller may reduce deliveries in any manner as it may determine in its sole discretion and shall not be obliged to acquire or purchase additional quantities from other suppliers.

(c) Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Customer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(d) Seller shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount at the discretion of Seller.

(e) If due to a Force Majeure Event Seller is unable to supply the total demand for any Fuel and/or is only able to perform part of its contractual obligations, Seller shall have the right in its sole discretion to allocate its available Fuel and/or services among its customers, departments and divisions in such manner as it may so determine.

8. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

9. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

10. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

11. Taxes and Fees. All prices are quoted in U.S. Dollars and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder, and shall be added to the applicable price. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Customer from liability therefor. Customer will present Seller with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date Seller shall require, to satisfy Seller's concerns in connection with any duty, tax, assessment, fee and/or other charge. Customer's failure to provide Seller with such required documentation will result in the inclusion of all appropriate taxes and fees on applicable invoices and the recovery of any imposed taxes and fees will be the responsibility of Customer. Customer shall indemnify and hold Seller harmless for any damages, claims, liability or expense Seller may incur due to Customer's failure to comply with this requirement. Furthermore, Customer agrees to cooperate and execute any document reasonably requested by Seller to the extent necessary to further the intent of this Section 11 or to recover any amounts improperly paid to any governmental authority or other agency.

12. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

13. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employers Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this Section 13 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

14. Indemnification; Limitation of Liabilities.

(a) Customer agrees to indemnify, defend and hold harmless Seller, its affiliates, and their respective equity holders, officers, managers, directors, employees, agents and permitted assigns from and against any and all liabilities, losses, claims, costs, expenses and damages (including reasonable attorneys' fees) of whatever nature incurred by any such indemnitee as a result of any claim brought by any third party in connection with any fuel or services provided hereunder except to the extent such liabilities result directly out of Seller's gross negligence or willful misconduct.

(b) **SELLER SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR (i) ANY DELAY OR (ii) LOSS OF ACTUAL OR ANTICIPATED PROFIT OR (iii) LOSSES CAUSED BY BUSINESS INTERRUPTION OR (iv) LOSS OF GOODWILL OR REPUTATION OR (v) ACTS OR OMISSIONS OF THIRD PARTY VENDORS OR (vi) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF FUEL.**

(c) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SELLER PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

15. Quality Control. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft.

16. Claims. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within twenty-four (24) hours after delivery.

17. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need-to-know Confidential Information. Customer's obligations under this Section 17 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not

subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information.

18. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding agreement, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 18(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document and all remaining Business Development Funds shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, any remaining Business Development Funds, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law.

19. Allowances. So long as Customer is not in breach of this Agreement then for the Initial Term:

(a) Ritz-Carlton On-Site Training Annual Allowance. Seller will provide Ritz-Carlton customer service training in the amount of up to \$20,000.00 annually. Reimbursements will be paid after Customer has provided invoices and / or other documentation reasonably requested by Seller for the costs related to training.

(b) NATA PLST Line Service Training, On-Site Quality Control Training, Fire Safety Training and Equipment Inspections Annual Allowance. Seller will provide up to \$13,000.00 annually for the purposes of NATA PLST line service training costs, on-site quality control training, fire safety training and equipment inspection costs. Reimbursements will be paid after Customer has provided invoices and / or other documentation reasonably requested by Seller for the costs related to training or inspections.

(c) Event Sponsorship. Seller will provide \$10,000.00 annually to be used to support promotional events at the FBO. These funds will be paid at the beginning of each contract year of the Initial Term.

(d) Trade Show Annual Allowance. Seller will provide up to \$15,000.00 annually towards trade show costs. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to trade shows.

(e) Software Annual Allowance. Seller will provide up to \$10,000.00 annually towards the cost of aviation software. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such software expenses.

(f) Air Elite Membership Annual Allowance. Subject to membership approval, Seller will provide up to \$13,000.00 annually towards Air Elite membership fee. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such membership expenses.

(g) Sustainability Project Allowance. Seller will provide up to \$10,000.00 annually for the purposes of sustainability projects and activities at the FBO. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such sustainability projects.

(h) Refueler Maintenance Annual Allowance. Seller will provide up to \$15,000.00 annually for refueler maintenance. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to refueler maintenance.

(i) The Masters Tournament Annual Refueler Allowance. Seller will provide seven (7) additional jet refuelers for the annual Masters Tournament. Seller will provide reasonable cost coverage for inbound and outbound transportation for all seven (7) refuelers. The parties hereby agree to enter into an agreement regarding such refuelers using Seller's standard form of refueler lease agreement.

(j) World Fuel Rewards Allowance. Seller agrees to provide to Customer a One Million (1,000,000) World Fuel Rewards Bonus Bank of Points for year one of Initial Term and will cover annual minimum point purchase requirement for the Initial Term.

20. World Fuel Rewards. Customer agrees to participate in Seller's Rewards Program. Participation in the World Fuel Services Rewards program is subject to the World Fuel Program Rules – Participating Locations, which are set forth at <https://worldfuelrewards.com/worldfuel-program-rules-locations/>.

21. Co-op Advertising. Customer agrees to participate in Seller's co-op program pursuant to which Seller shall accrue \$0.005 cents per gallon of Bulk Fuel purchased hereunder, excluding the Commercial Fuel Gallons. In addition, Seller shall pay \$0.03 per gallon on Contract Fuel Gallons delivered, excluding the Commercial Fuel Gallons. These amounts will be calculated from January – December of each calendar year and Customer shall have the right to purchase qualified co-operative marketing items for the of the FBO; provided that Customer shall forfeit the right to any remaining accrued funds on January 15th of each calendar year.

22. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 22(a).

(b) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, or in the context of the sale of all or substantially all the assets of either party; any merger, consolidation or acquisition of either party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital equity of either party in one or more related transactions (each, a "Change in Control") without the prior written consent of Seller, which consent shall not be unreasonably withheld. Customer shall give Seller at least ninety (90) days' prior written notification of any Change in Control, identifying the entity that would be the successor in interest. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate of Seller" is any corporation, partnership, joint venture or other entity in which World Kinect Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Georgia without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Richmond County, Georgia and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

a political subdivision of the State of Georgia, acting through
the **AUGUSTA AVIATION COMMISSION**

By: _____

By: _____

Christine S. Coombs
Sr. Director, Finance

Printed Name and Title

BRANDING AGREEMENT
(WORLD FUEL BRAND)

THIS BRANDING AGREEMENT (this “Branding Agreement”) is made and entered into this 1st day of January, 2024 (the “Effective Date”) by and between **AUGUSTA, GEORGIA** (“**Customer**”), a political subdivision of the State of Georgia, acting through the **AUGUSTA AVIATION COMMISSION**, having its principal office located at 539 Telfair Street, Room 605, Augusta, GA 30901 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (as defined in the FSA) (collectively “**Seller**”) located at 9800 N.W. 41st Street, Miami, FL 33178

During the term of this Branding Agreement, AUGUSTA, GEORGIA (“Customer”) is authorized to and shall offer Company Products for sale under the Company Marks (as defined below) subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated January 1, 2024 (“FSA”) at the location or locations listed in the FSA (each a “Location”), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively “Company Marks”) as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this Branding Agreement and the FSA are hereafter referred to as the “Company Products.” Each of the following petroleum products shall be continuously stocked and offered for sale at Customer’s Location in such quantities as are necessary to meet the demand therefore: Company’s Aviation Gasoline 100LL and Company’s Jet A Turbine Fuel.
2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, “Branded Materials”) will be obtained by Customer, at Seller’s expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.
3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in material compliance with those standards and procedures established from time to time by Company, which standards and procedures have been made available by Seller to Customer, and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Upon reasonable notice to Customer, Seller may, as it deems appropriate, including through the use of third party contractors, conduct periodic tests or inspections to confirm Customer’s material compliance with its obligations hereunder.
4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to the co-mingling section of the FSA. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company’s products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, material compliance with any guidelines issued by Seller and/or Company to prevent such confusion.
5. Customer shall accept and honor for payment all credit, debit cards and other payment methods designated by Company, which list of approved cards may be modified by Company from time to time in its sole discretion. All transactions shall be processed: (a) on point-of sale devices and web enabled processing solutions or platform that are designated and approved by Company; and (b) by a card processor designated and approved by Company. Customer shall follow all procedures and requirements for card acceptance and transaction processing as may be established by Seller or Company from time to time.

6. Customer may be eligible to enroll in the Company's FBO/Dealers Excess Products Liability Insurance Program (the "Program"). To enroll, Customer shall be required to meet eligibility requirements established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and enrollment in the Program shall be in the sole discretion of Company. The Program does not include coverage for Completed Operations.
7. Upon termination of this Branding Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.
8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Branding Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes. Company shall give Customer reasonable prior notice of any such change or revision.
9. This Branding Agreement shall have the same term as the FSA and shall terminate only when the FSA, expires or is earlier terminated, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Agreement; or (b) if a new Branding Agreement is substituted for this Branding Agreement pursuant to the terms of the FSA. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the FSA.
10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.
11. The term "Company" as used in this Branding Agreement refers World Fuel Services, Inc. in its capacity as owner or custodian of the brands, marks, and other intellectual property which is the subject matter of this Branding Agreement. The term "**Seller**" as used in this Branding Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the FSA) in its capacity as "Seller" under the FSA.
12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

a political subdivision of the State of Georgia, acting through
the **AUGUSTA AVIATION COMMISSION**

By: _____

By: _____

Christine S. Coombs
Sr. Director, Finance

Printed Name and Title

World Fuel Services GENERAL MERCHANT SERVICES**Card Processing Merchant Agreement**

This Card Processing Merchant Agreement made and entered into this 1st day of January 2024 (“Agreement”) between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting through the Augusta Aviation Commission (“Merchant”), and World Fuel Services, Inc., a Texas corporation (“World Fuel”) entitles Merchant to accept and submit credit/debit card transactions and receive payment, on the terms and conditions set forth herein, at the Merchant locations listed in Schedule 1 (“Card Processing Services”) for those credit/debit cards listed in Schedule 2 (hereinafter collectively referred to as the “Cards”, and each individually, a “Card”). Your signature below constitutes acceptance of the terms and conditions of this Agreement as it exists and as it may be amended from time to time in accordance with the terms hereof.

1. Agreement

In performing their respective obligations under this Agreement, the parties agree to comply with all Applicable Law. For the purpose of this Agreement, “Applicable Law” means all federal, state and local statutes, ordinances, regulations and executive, administrative and judicial orders applicable to this Agreement and Payment Security Standards Council’s (“PCI”) requirements.

2. Card Acceptance Procedures

- a. Merchant agrees to follow and comply with any operating procedures, Card regulations or specific policies issued and as amended by the Card issuer or association for each Card listed in Schedule 2 (collectively referred to as “Operating Procedures”). Merchant agrees that it is solely responsible for monitoring and complying with all Operating Procedures.
- b. All invoices submitted for processing must contain only those Card transactions for which a valid authorization from the Card issuer was obtained. Any disputes between the cardholder and the Merchant regarding an invoice remain the sole responsibility of the Merchant to address and resolve, before a final invoice can be submitted to World Fuel for processing.
- c. Any amounts representing purchases not made in strict accordance with these terms or the Operating Procedures will be rejected by World Fuel, and if paid to Merchant and subsequently properly rejected by the cardholder, will be deducted from the next regular (or subsequent) payment due to Merchant or collected in another manner as World Fuel may determine. World Fuel may chargeback any Card transaction to a Merchant where the Merchant fails to provide requested supporting documentation within 3 business days in the United States. If the Card association or issuer (e.g. American Express) determines there are excessive chargebacks at a location, Merchant will be solely responsible for any fees, charges or other amounts assessed by the Card association or issuer.
- d. Merchant shall not receive any payments from cardholders with respect to charges made on Cards, and no cash advance shall be paid by the Merchant to the cardholder for any Card transaction. The Merchant will not submit to World Fuel any Card transactions that represent replacement for uncollected funds from other payment methods or that represent bad debt or potential bad debt with regard to the Merchant’s own receivable.
- e. Merchant is solely responsible for the quality and accuracy of all data provided to World Fuel.
- f. Invoices must include all details needed to define the products and services purchases and must include a signature or authorization by the cardholder as required by the Card issuer.
- g. All invoices must be submitted to World Fuel within thirty (30) days of the Card transaction.

3. Gateway Use, Copyright and Grant of License

- a. World Fuel has built and maintains highly confidential and proprietary point of sale software and web-based XML interfaces (the “Gateways”) and Merchant desires to use the Gateways for Card Processing Services. Merchant and World Fuel will cooperate to facilitate any necessary upgrades or changes to the Gateways, provided that no upgrades or changes to the Gateways may be implemented or made without World Fuel’s consent in its sole discretion.
- b. Subject to Merchant’s compliance with the terms and conditions of this Agreement, World Fuel grants to Merchant a limited, non-exclusive, non-transferable, and non-sublicensable license during the term of this Agreement to use the Gateways and any documentation provided by World Fuel related to processing requirements, system access or authorization (the “Documentation”) exclusively for Card Processing Services with World Fuel. The Gateways and Documentation shall remain the property of World Fuel and no rights, including licenses, are granted with respect thereto other than as expressly set forth in this Section 3.
- c. Merchant hereby acknowledges that World Fuel is the owners of all right, title and interest in the Gateways and Documentation and all intellectual property and proprietary rights therein, regardless of whether a copyright or other notice appears thereon or whether a registration thereof has been obtained with the appropriate government office. Merchant acknowledges the Gateways, Documentation and any other materials or information supplied by World Fuel under or in connection with this Agreement constitute the proprietary information of World Fuel and Merchant shall hold all such information in strict confidence, use such information solely to the extent necessary to perform its obligations under this Agreement, and in no way discuss, disclose or otherwise make available such information to any third parties, including World Fuel’s competitors.

4. IT, Data and Cardholder Information Security

- a. Merchant must have proper security measures in place for the protection of cardholder data (including, without limitation, any personally identifiable information or other data that, alone or in combination with other data, can be used to identify a cardholder) and comply with Applicable Law. Merchant must comply with all applicable PCI requirements including, but not limited to, using a PA DSS certified POS/software, ensuring the secure storage and limited access to all records containing cardholder data. Merchant must not retain or store magnetic strip or PIN data after a transaction has been authorized. Merchant is responsible for demonstrating to World Fuel Merchant’s compliance with PCI programs and other Applicable Law. Merchants are required to notify World Fuel immediately of any incident that could potentially compromise cardholder data.
- b. Merchant agrees to immediately notify World Fuel of any suspected, alleged or confirmed Compromised Data Event. Merchant agrees that upon Merchant’s suspected or actual discovery of a Compromised Data Event, Merchant will not alter or destroy any related records. Merchant will share with World Fuel all information related to any actual or suspected Compromised Data Event, including, but not limited to, forensic reports and system audits; and allow World Fuel access to Merchant and its Merchant’s facilities and records for the purpose of performing any inspection, examination and/or copying of books pertaining to the affected transactions. World Fuel may share such information with others as permitted under Applicable Law. In the event of a suspected Compromised Data Event and/or violation of Applicable Law, Merchant must promptly take appropriate corrective action, subject to World Fuel’s approval. World Fuel shall be entitled to pass on to Merchant, and Merchant shall be solely responsible for paying, any costs, damages, fees and other liabilities related to any actual or potential loss, unauthorized disclosure, theft or compromise of cardholder data or card transaction information (each, a “Compromised Data Event”), including without limitation any costs, damages, fees and other liabilities that the Card associations or issuers or government authorities may assess against World Fuel, and/or the costs World Fuel incurs for its investigation of the Compromised Data Event, including those associated with examinations and inspections, except to the extent caused by World Fuel’s gross negligence or willful misconduct.

5. Payment and Fees

- a. Merchant agrees to the pricing and settlement terms set forth on Schedule 2.
- b. Merchant and World Fuel shall enter into an Electronic Funds Transfer Authorization Agreement (annexed hereto as Exhibit 1), the effectiveness shall coincide with the term of this Agreement and provide, among other things, that Merchant authorizes World Fuel, to initiate debit and/or credit entries with respect to a certain bank account of Merchant.
- c. Merchant agrees to work with World Fuel and Card issuers to assist with marketing Card products to Merchant's customers.
- d. World Fuel will have the right to offset outstanding amounts owed to Merchant on the Merchant's Cards accounts against any sums payable to the Merchant by World Fuel, or any affiliated companies including its or its parent company subsidiaries and parent company, under any contract, agreement or arrangement.
- e. On or prior to the execution of this Agreement, Merchant shall complete and deliver to World Fuel a fully executed W-9 form (Request for Taxpayers Identification Number and Certification).

6. Subrogation: In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from World Fuel, Merchant irrevocably assigns to World Fuel all rights acquired by Merchant, including lien rights, such as mechanics liens, resulting from transactions for fuel, services and aircraft management for which Merchant has received payment or reimbursement, to allow World Fuel to pursue payment from the account holder.

7. Merchandise Responsibility, Warranties, Limitation of Liability

- a. In no event shall World Fuel be liable to Merchant for any claims for loss of profits, loss of use, interruption of business, or indirect, special, incidental or consequential damages of any kind. Neither party shall be liable to the other for failure to perform this Agreement where such failure to perform is due to any natural disaster, fire, flood, storm, strike, terrorist event, act of war, labor unrest, acts of God, equipment or power interruption (when not due to the negligence of the non-performing party, its employees and contractors) interruptions in the telephone or Internet systems, failures in third party computer software or hardware or any cause beyond the non-performing party's reasonable control.
- b. World Fuel makes no warranties or representations with respect to the Card Processing Services provided under this Agreement; however, World Fuel will use reasonable efforts to work with Merchant to resolve any issues that arise in connection herewith.
- c. Merchant acknowledges that the cardholder is the purchaser of all products and services using a Card pursuant to this Agreement and neither World Fuel nor any of its affiliates takes title or risk on any product or service supplied. Any dispute arising under or about such a purchase is a matter between the Merchant and the cardholder.
- d. Without limiting any other warranties made hereunder, Merchant represents warrants and covenants with World Fuel and with the submission of each Card transaction reaffirms that:
 - i. Each Card transaction is genuine and arises from a bona fide transactions, permissible under Applicable Law, by the cardholder directly with the Merchant for respective merchandise or services sold; and
 - ii. With respect to each Card transaction, Merchant has no knowledge or notice of any fact, circumstance or defense which would indicate that such card transaction is fraudulent or not authorized by the related cardholder or which would otherwise impair the validity or collectability of that cardholder's obligation arising from that Card transaction or relieve that cardholder from liability with respect hereto.
- e. MERCHANT AGREES THAT NEITHER World Fuel, IT'S AFFILIATES, NOR ITS AND THEIR DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS AND EMPLOYEES SHALL BE LIABLE TO MERCHANT FOR ANY CLAIMS, LIABILITIES OR EXPENSES RELATING TO THE CARD PROCESSING SERVICES PROVIDED HEREUNDER FOR AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY MERCHANT TO World Fuel FOR SUCH SERVICES DURING THE IMMEDIATELY PRECEDING CONTRACT YEAR.

8. **Term and Termination:** The initial term of this Agreement shall commence on the date hereof and shall be in effect for three (3) years. This Agreement shall automatically renew for successive one (1) year periods unless terminated on sixty (60) days' prior written notice given by either party to the other, provided, that such termination shall not affect any customer transaction entered into prior to termination. In addition, this Agreement may be immediately terminated by World Fuel if Merchant breaches any term of this Agreement and fails to cure such breach within thirty (30) days following written notice by World Fuel. Sections 3c, 4, 7, 8, 9 and 10 shall survive any termination of this Agreement. In addition, this Agreement shall automatically terminate, without any requirement for notice, upon any change in ownership of Merchant or all or substantially all of the Merchant's business.
9. **Indemnification:** Merchant agrees to indemnify and hold harmless World Fuel, its officers, directors, employee, agents and insurers, from and against any and all losses, damages, costs and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements and judgments arising out of (i) the negligence or misconduct of Merchant or its officers, directors, employees or agents, (ii) any breach of Applicable Law or (iii) any breach of or failure to comply with the terms of this Agreement by Merchant or its officers, directors, employees or agents.
10. **Entire Agreement:** This Agreement represents the entire agreement between the parties relating to this subject matter hereof and supersedes any inconsistent terms and conditions contained in any other agreement between the parties. This Agreement may be amended unilaterally from time to time by World Fuel upon notice given to the Merchant at least thirty (30) days prior to the effective date of the amendment, provided however that Merchant shall have the right to reject such amendment by terminating this Agreement, notwithstanding Section 8, prior to the effective date of such amendment. This Agreement may not be assigned by Merchant, by operation of law or otherwise, without the prior written consent of World Fuel. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Each of the parties hereto agrees to the exclusive the exclusive jurisdiction and forum of the federal and/or local courts located in Richmond County, GA.

Executed this ____ day of _____, 2023

Accepted this _____ day of _____, 2023.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

a political subdivision of the State of Georgia, acting through the AUGUSTA AIRPORT COMMISSION

By: _____

By: _____

Christine S. Coombs

Name: _____

Sr. Director, Finance

Title: _____

SCHEDULE 1

Locations

Merchant Name	Airport or Address	ICAO	IATA
AUGUSTA, GEORGIA	1501 Aviation Way		
	Augusta, GA 30906	KAGS	KAGS



SCHEDULE 2

PRICING – IN NETWORK - FEE SCHEDULE

Credit Card Type	Discount Rate	Check all Cards to be accepted
AVCARD	1.65%	
Visa Qualified	2.50%	
Visa Non-Qualified	2.50%	
MasterCard Qualified	2.50%	
MasterCard Non-Qualified	2.50%	
Aircard	4.00%	
American Express	3.25%	
Discover	3.00%	
WFS – Colt Contract Fuel (Alliance)	0.00%	

Any changes to the above fees require 30 days prior written notice from World Fuel Services (WFS) to Merchant.

Visa/MasterCard Qualified Transactions: Qualified transactions are Visa and MasterCard cards (excluding those specifically classified as commercial or purchasing card) swiped through an electronic point of sale system (excluding a self-service unit) and settled before midnight of the same day. All other scenarios are non-qualified Visa/MasterCard transactions.

Settlement by EFT: Sales processed through processing center will be funded to Merchant via EFT (Electronic Funds Transfer) on a daily basis. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

Discount Rate: The discount rate will be multiplied by the gross amount of the transaction and such amount shall be deducted from the gross amount upon payment by WFS to Merchant.

Settlement: All card types will be settled to your account within three (3) U. S. business days after processing (excludes US government and bank holidays).

Rates above are valid for 60 days from the date of presentment of the original proposal. If this agreement is not executed in this time, the rates must be re-quoted.

AUGUSTA, GEORGIA: _____ Initial: _____ Date: _____

SCHEDULE 2

PRICING – IN NETWORK - FEE SCHEDULE

Credit Card Type	Discount Rate	Check all Cards to be accepted
Multiservice Aviation Card – US Bank	3.00%	

Any changes to the above fees require 30 days prior written notice from World Fuel Services (WFS) to Merchant.

Settlement by EFT: Sales processed through processing center will be funded to Merchant via EFT (Electronic Funds Transfer) on a daily basis. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

Discount Rate: The discount rate will be multiplied by the gross amount of the transaction and such amount shall be deducted from the gross amount upon payment by WFS to Merchant.

Settlement: All card types will be settled to your account within three (3) U S business days after processing (excludes US government and bank holidays).

Rates above are valid for 60 days from the date of presentment of the original proposal. If this agreement is not executed in this time, the rates must be re-quoted.

AUGUSTA, GEORGIA: _____ Initial: _____ Date: _____

REFUELER LEASE AGREEMENT

Item 10.

This Refueler Lease Agreement (this “Lease Agreement”) outlines the terms and conditions under which **Ascent Aviation Group, Inc.**, both for itself and its Affiliates (collectively “Lessor”) agrees to lease a refueler (hereinafter the “Refueler”) to **Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Augusta Aviation Commission** (“Lessee”). The terms and conditions shall continue until modified as provided herein by either of the parties hereto.

Lessor: **Ascent Aviation Group, Inc.**
One Mill Street
Parish, NY 13131
800-272-3681

Lessee (Bill To): **Augusta, Georgia**
a political subdivision of the State of Georgia
acting through the Augusta Aviation Commission
539 Telfair Street
Augusta, GA 30901

Refueler: See Attached Exhibit “A”.
Lessee (Ship To): **1501 Aviation Way**
Augusta Regional Airport
Augusta, GA 30906

1. **Term** – This Lease Agreement and all obligations herein shall begin on **January 1st, 2024** and shall continue for a period of at least **three (3) years with (2) one year renewal option at the end of term** or until terminated as provided for herein. After this the initial lease term has expired, this Lease Agreement will renew automatically on a month-to-month basis until terminated by either party giving ninety (90) days advance, written notice to the other. Airport will have the flexibility of changing the size, quantity and type of refuelers during the contract term without penalty.
2. **Payments** – Lessee shall pay Lessor the total sum of, **see Attached Exhibit “A”**, US Dollars per month plus any applicable taxes for the lease of said Refueler. This sum is payable and due on the first of each month, and any such payment not received by the 10th of each month shall be subject to additional late charges.
3. **Delivery and Return of Refueler** – Lessor will be responsible for inbound and outbound freight charges. Delivery of trucks will be at least two weeks prior to the start of the supply contract and in-service training will be provided. At the termination of this Lease Agreement, Lessee shall be responsible for return of said Refueler(s), in the same good order and condition in which it was received by Lessee, reasonable wear and tear accepted. **Lessee is responsible for all costs associated with the application and removal of any customer and/or site-specific decals and imaging.** Upon non-compliance of said Lease by Lessee, Lessor shall have the right to take possession of said Refueler at any time.

Pre-surrender Inspection – At least 30 days prior to surrender of the Refueler, but in no event earlier than 60 days prior to such surrender, an in-depth physical inspection will be conducted by an appropriate service representative on behalf of, and selected by Lessor, and paid for by Lessor. Any part, component, or function found not to be within the manufacturer’s tolerances and operational specifications will be replaced or brought within those tolerances and specifications to the satisfaction of Lessor, at the sole cost and expense of Lessee. The cost of physical damage, both internal and external, will be the responsibility of the Lessee, and there shall be no broken glass. Pumping system will be fully operational with no missing or damaged parts. Tires shall be of matched generic type and tread design and have a minimum of 10/32^{nds} remaining tread. Batteries shall be fully operational, hold a charge, and perform with the manufacturer’s standards, with no dead cells or cracked cases. Brake drums shall not be cracked, and have an average of 50% remaining wear, and brake linings shall have no less than 50% remaining lining. Paint and/or body damage must not exceed \$500.00 per unit including but not limited to, body, fenders, bumpers, grill, fuel tanks, rust damage etc. Interior must be in good condition. Dash panels and interior trim pieces must not be missing and be free of any holes, cracks or breaks. No rips, tears or burn holes in the seats will be accepted. All gauges and knobs must be in working condition and not missing. Interior damage must not exceed \$150.00. There shall be no fluid leaks on the engine, engine components and drivetrain. Leaks are defined as A) normal build up, B) wet accumulation, C) drips. A is acceptable, where B & C are not acceptable and must be repaired/replaced prior to turning back in. Engines must be free of all engine warning and error lights and active codes. All trucks 2008 and newer must have an operational diesel particulate filter capable of regeneration. All emissions components and systems, including but not limited to DPF, EGR, EGR cooler, SCR and DEF systems must be operational and pass industry test and inspection.

Product hoses shall be less than 5 years old, and free from abrasions, cuts, soft spots, carcass separation, worn covers, blisters, exposed reinforcement, cracks, twists and sharp bends that give the appearance of pending failure. Product hose life will be based on available hose life left in hose and costs prorated, with 10year new hoses being 100%, 5 years remaining 50% etc. Hose certificates must be available.

Upon return of refueler at the end of lease, any and all truck and operation manuals are required to be returned with the refueler. Lessee will be charged \$500.00 if manual is not returned with the refueler.

4. **Condition of Refueler** – It is understood and agreed that the Refueler provided hereunder will be well-maintained and when delivered; but Lessor makes no warranties, express or implied, concerning same. Without making itself a party to any warranties, and without becoming liable thereon, Lessor agrees to make available for the benefit of Lessee any warranties, which Lessor has or may obtain from manufacturers, dealers or sellers of said Refueler. Lessee or Lessee's agent will inspect the Refueler at the point of delivery, prior to accepting it, and represents that it is qualified to do so. A Bill of Lading, signed by Lessee or Lessee's agent, shall be proof that Lessee has inspected and accepted the Refueler in satisfactory condition. Item 10.

5. **Maintenance of Refueler** – Lessee is responsible for all maintenance except that Lessor shall provide major repairs and/or replacements, as set forth in Exhibit "B" attached hereto and made a part hereof, for the vehicle drive train (engine, transmission, differential) and product delivery system (pumps, power take-off) which, in Lessor's sole but reasonable judgment, are not necessitated by Lessee's neglect, abuse, accident or failure to perform maintenance as provided in this Lease Agreement for a period of twelve (12) months from original delivery date unless covered by an extended warranty by manufacturer as set forth in Exhibit "C". Lessee shall provide, at Lessor's request, documentation that all Preventive Maintenance and Inspections, as required by the manufacturer of the Refueler and this Lease Agreement, have been completed as set forth in Exhibit "D".

All other repairs and replacements of the Refueler which the Lessor deems necessary or desirable shall be made by and at the expense of the Lessee. Approved changes in maintenance responsibilities will require this Lease Agreement to be modified accordingly by written amendments executed by Lessor and Lessee. If Lessee fails to perform any maintenance or repair for which Lessee is obligated hereunder within ten (10) days after notification and request by the Lessor, the Lessor may (without prejudice to its other rights on account of such breach of this Lease Agreement) perform such maintenance or repair and shall be reimbursed by Lessee on demand for all reasonable, necessary, and documented costs incurred by the Lessor relating to the necessary maintenance or repair. Lessor will provide up to \$15,000 annually for equipment maintenance and inspections.

6. **Refueler Inspections**- Lessee agrees to perform all State, Federal, Provincial and Commercial inspections as required by specific location.

7. **Operation of Refueler** – Refueler shall be used only for dispensing fuel purchased from Lessor unless otherwise agreed to in writing. Lessee shall exercise direct control over all persons who operate the Refueler and shall insure that such persons operate the Refueler safely and in accordance with all laws, ordinances, rules and regulations, which apply to the use of refueler on airports. Lessee agrees to use the Refueler only for the purpose for which it is intended. The Refueler may not be driven on public streets and highways nor used by a third party without the express written consent of Lessor.

8. **Inspection of Refueler** – Upon forty-eight (48) hours' notice, Lessee shall afford Lessor and/or its designated representatives access to the premises where the Refueler is located for the purpose of inspecting the Refueler and all applicable maintenance or other records relating thereto at any reasonable time during normal business hours and at Lessor's sole cost and expense; provided, however, if Lessee defaults as to its obligation hereunder, no prior notice or other limitation shall apply to Lessor's inspection rights and any such inspection shall be at Lessee's expense. Lessee shall, whenever reasonably requested by Lessor, advise Lessor of the exact location of any and all items of the Refueler.

9. **FUEL REQUIREMENTS:** All vehicles require ULSD (Ultra Low Sulfur Diesel) containing 15 ppm sulfur or less. Failure to use ULSD in the equipment may cause damage to the engine and other components, including the Diesel Particulate Filter (DPF). Lessee will be responsible for any and all costs to repair damage to World Fuel Services' equipment caused by failure to use ULSD including, but not limited to, transportation, lost rental and repairs. Repairs will be made by a service provider chosen by Lessor.

10. **Indemnification** – To the fullest extent permitted by applicable law, Lessee shall indemnify, defend and hold harmless Lessor and agents, employees, and successors of any of them or any other entity as required by this Lease Agreement from and against claims, suits, penalties, damages, losses, response costs, administrative order, notice letter, or enforcement action and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Lease Agreement provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of the tangible property including clean up or remediation costs due to threat of release, discharge, escape of hazardous substance or waste, including aviation gasoline, jet fuel, pre-blended jet fuel, motor gasoline, diesel fuel and biodiesel fuel but only to the extent caused by the negligent acts or omissions of Lessee or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

Lessee shall pay or reimburse Lessor, and indemnify, defend and hold Lessor harmless from, on an after-tax basis, all taxes, assessments, fees and other governmental charges paid or required to be paid by Lessor or Lessee in any way arising out of or related to the Refueler or any Lease Agreement before or during the term or after the term in the event Lessee defaults, including but not limited to, foreign, US, state, county and municipal fees, taxes and assessments, and property, value-added, sales, use, gross

receipts, excise, stamp and documentary taxes, and all related penalties, fines, additions to tax and interest charges ("Imposition") excluding only taxes based on or measured by Lessor's net income unless such taxes are in lieu of any Imposition Lessee otherwise be required to pay hereunder. Lessee shall timely pay any Imposition for which Lessee is primarily responsible under law and any other Imposition not payable or not paid by Lessor, but Lessee shall have no obligation to pay any Imposition being contested in good faith and by appropriate legal proceedings, the nonpayment of which does not, in the opinion of Lessor, result in a material risk of adverse effect on the title, property, use, disposition or other rights of Lessor with respect to the Refueler. Upon Lessor's request, Lessee shall furnish proof of its payment of any Imposition.

Item 10.

11. **Insurance** - At all times during this agreement, Lessee at its own expense shall maintain the following insurance coverage:

- a) Aviation General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate as respects Products and Completed Operations Liability. Lessor and its affiliates, subsidiaries, and the directors, officers, agents and employees shall be named as additional insured.
- b) Workers Compensation with statutory limits required by all applicable state and Federal Worker's compensation laws.
- c) Pollution liability insurance with limits at least \$1,000,000 that includes coverage for bodily injury, property and cleanup costs.
- d) Physical damage coverage covering the value of any leased equipment. Lessor shall be named as Loss Payee as its interests appear.
 - i. It is agreed that the coverage maintained by Lessee is primary and must not require nor contemplate contribution by any insurance maintained by the Lessor.
 - ii. All Lessee's insurance policies shall provide to Lessor least 30 days advance notice of cancellation of any of Lessee's policies.
 - iii. All Lessee's insurance shall be underwritten by insurers with an AM Best rating of A- or better.
- e) A Certificate of Insurance as proof of the aforementioned insurance policies shall be provided to:

Ascent Aviation Group
Attn: Equipment Group
Email: equipmentgroup@wfscorp.com
1 Mill Street
Parish, NY 13131

12. **Title to Refueler** – Title to the Refueler remains with Lessor and or third party throughout the term of this Lease Agreement. Lessee shall not encumber the Refueler in any way. Lessee does not have any ownership interest in the Refueler and may not assign the Refueler or this Lease Agreement to anyone without the express written consent of Lessor, which shall not be unreasonably withheld or delayed. During the term of this Lease Agreement, Lessor shall have the option of substituting the Refueler identified above with the Refueler of substantially similar specifications. Substituted Refueler shall be subject to this Lease Agreement. Substitutions will not cause increases in the amount of the payments due under this Lease Agreement.
13. **Default** – If Lessee defaults in any of its obligations of this Lease Agreement, Lessor shall give notice to Lessee concerning the nature of the default. If such default is not corrected within ten (10) days of such notice (other than a payment default for which no cure period is applicable), Lessor shall have the right to terminate this Lease Agreement. Should this Lease Agreement be terminated for this or for any other reason whatsoever, Lessor shall have the right to take immediate possession of the Refueler without demand or legal process and free of all rights of Lessee. Lessee specifically waives any right of action it might otherwise have arising out of such entry and repossession, whereupon all rights of Lessee in the Refueler or its contents shall terminate immediately. In the event of any action, legal or equitable, by either party to enforce this Lease Agreement or any of its provisions, the prevailing party shall be allowed a reasonable attorney's fee to be set by the court and taxed as costs in the action.
14. **Acceleration** - Lessor reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to accelerate and demand payment of all amounts due, if Lessee fails to make any payment or otherwise comply with the terms as herein provided, if Lessee is in breach of any other agreement with Lessor, or if Lessor, in its sole discretion, at any time deems itself insecure with regard to the creditworthiness or financial condition of Lessee.
15. **Notices** – All notices required to be given, shall be in writing and posted or hand delivered to the addresses shown above.
16. **Governing Law; Venue; Waiver of Jury Trial.** This Lease Agreement, including all exhibits attached hereto, is governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party arising from or relating to this Lease Agreement in any forum other than, at Lessor's option, either 1) the courts sitting in Oswego County, New York, or 2) the courts sitting in the county (or its equivalent) where the Refueler are physically located. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL A
PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS
AGREEMENT, INCLUDING ALL EXHIBITS ATTACHED HERETO, OR THE TRANSACTIONS CONTEMPLATED
HEREBY.

Item 10.

17. **Assignment and Waiver**- Lessee shall not assign this Lease Agreement without the written consent of Lessor. The Refueler may be owned by a third party and leased by Lessor, and this Lease Agreement may be subordinate to such Lease. In the event that such third party becomes entitled to possession of the Refueler, Lessee agrees to abide by such Lease or enter into a new lease with such third party. As used herein, an "Affiliate" of Lessor is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.
18. **Entire Agreement** – The terms and conditions of this Lease Agreement constitute the entire agreement among the parties with respect to the Refueler and supersede all previous negotiations, representations, or agreements between the parties, whether written or oral. If any part of this Lease Agreement is deemed to be unenforceable, the remainder of this Lease Agreement shall remain in full force and effect. Only a written instrument executed by Lessor and Lessee may amend this Lease Agreement.
19. **No Conflict** - Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.
20. **Purchase of Refuelers**- Airport will have the ability to purchase units at the end of the contract term. The cost is to be determined.

In Witness Whereof, the parties have hereby agreed to all of the above terms and conditions as of the date last indicated below.

Lessor: **ASCENT AVIATION GROUP, INC.**

Lessee: **AUGUSTA, GEORGIA**
a political subdivision of the State of Georgia,
acting through the Augusta Aviation Commission

By: _____

By: _____

Printed Name and Title

Date: _____

Date: _____

**EXHIBIT "A" ATTACHED TO
REFUELER LEASE AGREEMENT**

Item 10.

Lessor: **Ascent Aviation Group, Inc.**
One Mill Street
Parish, NY 13131
800-272-3681

Lessee (Bill To): **Augusta, Georgia**
a political subdivision of the State of Georgia
acting through the Augusta Aviation Commission
539 Telfair Street
Augusta, GA 30901

Lessee (Ship To): **1501 Aviation Way**
Augusta Regional Airport
Augusta, GA 30906

REFUELER DESCRIPTIONS:

Asset # TBD
5000 Gallon International Jet Refueler
VIN: TBD
Physical Damage Value: TBD
FSA Lease Rate: \$0.00/month
Target Lease Rate: \$0.00/month
Term: 1/1/24-12/31/27

Asset # TBD
5000 Gallon International Jet Refueler
VIN: TBD
Physical Damage Value: TBD
FSA Lease Rate: \$0.00/month
Target Lease Rate: \$0.00/month
Term: 1/1/24-12/31/27

Asset # TBD
5000 Gallon International Jet Refueler
VIN: TBD
Physical Damage Value: TBD
FSA Lease Rate: \$0.00/month
Target Lease Rate: \$0.00/month
Term: 1/1/24-12/31/27

Asset # TBD
2015 or newer 5000 Gallon Jet Defuel Refueler
VIN: TBD
Physical Damage Value: TBD
FSA Lease Rate: \$0.00/month
Target Lease Rate: \$0.00/month
Term: 1/1/24-12/31/27

Asset # TBD
1000 Gallon Isuzu Avgas Refueler
VIN: TBD
Physical Damage Value: TBD
FSA Lease Rate: \$0.00/month
Target Lease Rate: \$0.00/month
Term: 1/1/24-12/31/27

Note: Lessee Insurance Responsibilities begin from date of delivery to Augusta Regional Airport (AGS)

TCS Hub OPTION:

Example of Data Transfer Costs:

TCS Hub Site Software License Fee: \$4500.00

TCS Hub Monthly Fee for Data Transfer: \$300/month per location

Cell Modem Service: \$35.00/month per truck

In Witness Whereof, the parties have hereby agreed to all of the above terms and conditions stated in **Exhibit "A"**, as of the date last indicated below.

Lessor: **ASCENT AVIATION GROUP, INC.**

Lessee: **AUGUSTA, GEORGIA**

**a political subdivision of the State of Georgia,
acting through the Augusta Aviation Commission**

By: _____

By: _____

Printed Name and Title

Date: _____

Date: _____

**EXHIBIT "B" ATTACHED TO
REFUELER LEASE AGREEMENT**

Item 10.

Repairs provided by the Lessor to said Refueler, as stated in Paragraph 5 of this Lease Agreement, are further defined as follows. If any repairs are caused by the Lessee failing to perform maintenance required in Exhibit "D", Lessee shall be responsible for all such repairs.

1. **ENGINE**
 - (a) Block and internal components
 - (b) Cylinder heads, head gaskets and valves
 - (c) Blower or turbo charger assembly
 - (d) Timing chain and gear assembly, gasket and seal
 - (e) Flywheel and ring gear
 - (f) Front and rear crankshaft seal
 - (g) Oil pump and shaft
2. **TRANSMISSION**
 - (a) Housing and internal components
 - (b) Torque converter
 - (c) Input and output shaft bearings and seals
3. **DIFFERENTIAL**
 - (a) Housing and internal components (ring gear and pinion assembly)
 - (b) Pinion bearing and seal
4. **FRAME, AXLES, WHEELS AND SUSPENSION**
 - (a) Chassis frame rails and cross members
 - (b) Springs, load cushions and airbags
 - (c) Walking beams and torsion bars
 - (d) Wheel hubs
 - (e) Axles, king pins and spindles
 - (f) Steering box internal components including bearings and seals
5. **BRAKE SYSTEM**
 - (a) Air compressor internal components
 - (b) Master cylinder and vacuum booster
6. **PRODUCT PUMP, PTO, AND TRANSFER CASE**
 - (a) Housing and internal components
 - (b) Input and output shaft bearings and seals

EXHIBIT “C”
Manufacturer’s Warranty Coverage
ATTACHED TO
REFUELER LEASE AGREEMENT

International Navistar Coverage

Basic Vehicle Coverage	12 months
Engine coverage major	24 months
Drivetrain	24 months
Allison Transmissions	36 months
Batteries	12 months
Towing	90 Days

Isuzu N series Coverage

Basic Vehicle Coverage	36 months
Engine coverage major	36 months
Drivetrain	36 months
Batteries	12 months

Ford F750/650 Diesel Series Coverage

Basic Vehicle Coverage	24 months
Powertrain Coverage	24 months
Diesel Engine	60 months
Transmission	60 months

Ford F750/650 Gas Series Coverage

Basic Vehicle Coverage	24 months
Powertrain Coverage	60 months

Ford F550/450/350 Diesel Series Coverage

Basic Vehicle Coverage	36 months
Powertrain Coverage	60 months
Diesel Engine	60 months

Ford F550/450/350 Gas Series Coverage

Basic Vehicle Coverage	36 months
Powertrain Coverage	60 months

RAM

Basic Vehicle Coverage	36 months
Powertrain Coverage	60 months

EXHIBIT "D"
REFUELER LEASE AGREEMENT
PREVENTATIVE MAINTENANCE SCHEDULE

Item 10.



World Fuel Services PM Checklist

FBO		UNIT #		VIN#	
MILES		DATE		TECHNICIAN:	
HOURS		CUSTOMERS SIGNATURE			

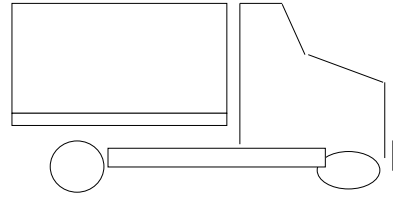
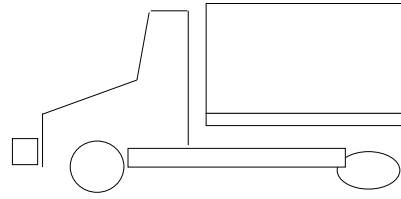
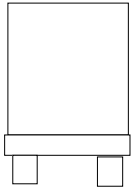
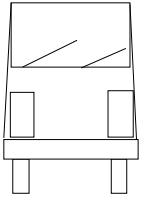
UNDER THE HOOD	Description of Inspection	Repair	OK	Date, Condition or Replacement	Initials
1 AIR FILTER	Record Condition and Change Date - Should be changed at least annually or every 1000 hours				
2 ENGINE OIL	Record Condition and Change Date - Should be changed at least every 6 months or 500 hours				
3 ENGINE OIL SAMPLES	Annually, take an oil sample and send out for analysis				
4 OIL FILTER	Record Condition and Change Date - Should be changed at least every 6 months or 500 hours				
5 AUTOMATIC TRANSMISSION	Record Condition and level - check for burnt smell or discoloration. Fluid and filters should be changed annually with manufacturers recommended fluid				
6 FUEL LINE & FILTERS	Record Condition and Change Date - Filters should be changed at least annually				
7 ANTIFREEZE	Top off as needed, protection should be between -25 and -30				
8 COOLANT SYSTEM	Check for hose and radiator leaks - Confirm overfill bottle in good condition				
9 BELTS	Check for cracking or glazing, replace as necessary				
10 BATTERY TERMINALS & CABLES	Check for loose or corroded terminals, clean and repair as needed				

CAB	monthly	Repair	OK		
1 CLEANLINESS	Is the inside of the cab clean and free of clutter				
2 WINDSHIELD CAB GLASS	Do windows roll up and down, are there any cracks or chips in the windshield ? What is the condition of the mirrors?				
3 WIPER BLADES, ARMS, & HOSES	Repair or replace as needed				
4 STARTING SYSTEM	Does the key turn freely, does the engine turn over slow				
5 ENGINE OPERATION	Start engine to build up air pressure, check all gauges				
5a ENGINE OPERATION	Is there excessive rattling in the engine during operation, does it smoke excessively during start up ?				
5b ENGINE OPERATION	Check low air warning buzzer and light.				
6 ELECTRICAL CHARGING SYSTEM	Record voltage or does the gauge read + / - 12 volts				
7 LIGHTING SYSTEM	Do the dash and dome lights work ?				
8 EXTERIOR LIGHTS	Do all of the exterior lights work properly ?				
9 STEERING - Condition	Does the steering wheel have excessive play when turning ?				
10 PARKING - BRAKE SYSTEM	Does the brake hold the truck when in gear ?				
11 CLUTCH / TRANSMISSION	Check for excessive play in the linkage - should be greased at least once per year				
12 AIR COMPRESSOR	Does the compressor pump up the system in a timely manner ?				

CHASSIS		Semi- Annual	Repair	OK	
1	TANK AND SILLS	Check the tightness of the tank to the chassis & condition of sill boards/monthly for 1st 6 months/then every 6 months			
2	TIRE & WHEELS	Check for loose or missing lugs & slippage on spoke style wheels/record tread depth.			
3	EXHAUST SYSTEM	Check for cracks or holes in pipe & muffler. Check condition of hangers			
4	SUSPENSION	Check over all condition looking for broken or cracked parts			
5	CHASSIS LUBE	Check zirks for evidence of grease, should be done at least every 6 months			
5a	KING PINS	Raise front axle to grease King Pins, turn wheels lock to lock to distribute lube.			
6	TRANSMISSION LUBE	Check and fill as necessary			
7	DIFFERENTIAL LUBE	Check and fill as necessary			
8	UNIVERSAL JOINTS	Check zirks for evidence of grease, should be done at least every 6 months. Does the PTO have safety wire?			
9	AIR RESERVOIR	Check drains and cables			
10	BRAKES - ADJUSTMENT	Drive truck in an open space away from obstructions. Adjust brakes only if you are certified to do so, if not call a contractor			
11	PARKING BRAKE	Check parking brake, check parking brake pop out valve to release at 35 lbs.			
PUMPING SYSTEM		Semi- Annual	Repair	OK	Date, Condition or Replacement
1	PUMP GEAR BOX LUBE	after first 100 hrs of ops then every 500 hrs or semi annual			
2	ELECTRICAL	Check all of the boots on the micro switches, look at LED's on proximity switches			
3	BRAKE INTERLOCK	Test all interlocks and brake over ride switch (Replace seal on over ride switch after checking)			
4	NOZZLES & SCREENS	Check screens for debris, proper gasket / o-ring , broken parts or leaks			
5	PRODUCT HOSE	Extend out completely checking all surfaces			
6	HOSE REEL	Check sprocket for broken teeth & alignment of chain. Remove zirks from swivels, replace with plug			
7	GROUND REEL	Extend out completely checking for cracks or rips, note over all condition and brand, perform continuity test and note results			
8	DISPENSING SYSTEM - LEAKS	General condition of plumbing including pipes and flanges			
9	WATER SUMP VALVES & DRAIN	Ensure they are operating and do not leak, check that Morrison valves closes			
10	AIR CONTROLS	With the engine off listen for escaping air from the system.			
11	METER - SEAL	Does the meter have the proper seal			
12	METER - TOTALIZER	Record totalizer reading			
13	METER	Record date of calibration			
14	PRODUCT FILTER SPECS	Model - Element - Gasket Numbers			
15	PRODUCT FILTER DATE OF CHANGE	If not replaced by you, what was the last date of change			
TANK		Semi- Annual	Repair	OK	Date, Condition or Replacement
1	MAN WAY GASKETS	Look for cracked or missing o-ring			
2	TANK INTERIOR - Condition	Check inside of tank looking for rust and debris. Clean as required.			
3	CATWALK DRAINS CLEAR	Check condition of drain tubes, should free of cracks and not discolored. Check for obstructions that may be blocking drain tubes			
MISCELLANEOUS		Monthly	Repair	OK	Date, Condition or Replacement
1	PRODUCT ID / DECALS	Check for missing decals inside cab & over all condition of exterior			
2	FIRE EXTINGUISHERS	Check for seal or missing pin, note date of inspection, must be B/C units			
3	AIR SYSTEM LEAKS	Inspect for leaks and note locations of leaks			
4	PRIST INJECTOR	Test for proper operation and verify injection rate			

Item 10.

NOTE ANY DAMAGE



NOTES

OFFSET AGREEMENT

For the mutual promises contained in this Offset Agreement (“Agreement”), effective as of January 1, 2024, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting through the **AUGUSTA AVIATION COMMISSION**, (“Customer”) and World Fuel Services, Inc. (“WFS”) enter into this Agreement. For purposes of this Agreement, all references to WFS or Customer shall include each such entity’s subsidiaries and affiliates.

This Agreement is effective from and shall continue in effect so long as the parties continue to purchase and sell fuel with each other and enter into related transactions, including, without limitation, loan transactions, truck leases and accepting and process card transactions, pursuant to one or more agreements entered into on or prior to the date hereof (each such agreement, a “Contract”). It is understood and agreed by the parties hereto that any transactions entered into prior to the effective date of this Agreement are also covered hereby.

The parties agree as follows:

1. WFS may, without limitation of its rights and remedies hereunder or at law or in equity, set off or net any amounts or payables which Customer owes to it against any amounts or payables which it owes to Customer, whether under a Contract or any other agreement between the parties or otherwise. Customer hereby agrees and promises that it will not challenge or repudiate any of WFS’s setoff or netting rights hereunder in any proceeding or in connection with any claim or dispute between Customer and WFS.
2. Except as specifically set forth herein, nothing within this Agreement shall be construed to amend, modify or cancel any part of any Contract presently in effect between the parties. All other terms and conditions of said Contracts shall remain unchanged and in effect. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Contract with respect to the payment, netting, offset or invoicing matters, the terms of this Agreement shall prevail.
3. The Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when the parties hereto have each executed one counterpart.
4. The rights and obligations of the parties to this Agreement are not assignable in whole or in part without the prior express written consent of the other party to this Agreement, which shall not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and be binding on and enforceable against the successors and permitted assigns of the parties.
5. None of the provisions of this Agreement may be modified, amended or waived without the prior express written consent or agreement of the parties. No failure on the part of either party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by a party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. If any of the provisions of this Agreement is found to be illegal or unenforceable, it is deemed to be omitted, but only to the extent of such unenforceability, and the remaining provisions of this Agreement shall remain in full force and effect and may be enforced to protect and reflect the original intent of the parties.
6. Both parties agree that (i) each Contract is a “forward contract” as defined in the U.S. Bankruptcy Code; and (ii) this Agreement constitutes a “master netting agreement” as defined in the U.S. Bankruptcy Code. In addition, each party represents that it is a “forward contract merchant” as that term is defined in the U.S. Bankruptcy Code and an “eligible contract participant” as defined in the U.S. Commodity Exchange Act.

Each of the following shall constitute an “Event of Default”: a party (the “Non-Performing Party”) shall (i) materially default in the payment or performance of any obligations to the other party under this Agreement or any Contract and fail to cure such default within two (2) business days after written notice thereof, (ii) file a petition or otherwise commence or authorize the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or have any such petition filed or proceeding under any bankruptcy or similar law for the protection of creditors or have any such petition filed or proceeding commenced against it or its assets, (iii) otherwise become bankrupt or insolvent, however evidenced, (iv) be unable to pay its debts as they fall due, or (v) fail to give adequate assurance of its ability to perform all of its obligations under any Contract within 48 hours after a reasonable request therefor. In the case of an Event of Default, the other party (the “Performing Party”) shall have the right to immediately and at any time(s) thereafter to liquidate and terminate any or all Contract(s) then outstanding between the parties as of

a designated date ("Early Termination Date"), even if the relevant proceeding, bankruptcy or insolvency giving the event is governed by a system of law which does not contain express provisions enabling close-out in the manner described below to take place after the occurrence of the relevant Event of Default in the absence of automatic liquidation. The foregoing rights and remedies shall be in addition to, and not in lieu of, any rights and remedies (whether or not so specifically defined) that exist in the Contract(s) or otherwise.

7. The Performing Party shall set off (i) all amounts that are due to the Non-Performing Party, plus (at the Performing Party's election) any or all other amounts due to the Non-Performing Party hereunder, against (ii) all such amounts that are due to the Performing Party, plus any performance security (including margin) then held by the Non-Performing Party, so that all such amounts shall be netted to a single liquidated amount payable by one party to the other. The party with the payment obligation shall pay such amount to the other party within one (1) business day after the Early Termination Date.
8. The Performing Party's rights under this Agreement shall be in addition to, and not in limitation or exclusion of, any other rights which the Performing Party may have (whether by agreement, operation of law or otherwise). The Non-Performing Party shall indemnify and hold the Performing Party harmless from all costs and expenses, including reasonable attorney fees, incurred in the exercise of any rights or remedies hereunder.
9. This Agreement shall be construed in accordance with, and governed by the laws of, and the parties consent to the exclusive jurisdiction of, the state and federal courts in the State of New York, without giving effect to their conflicts of laws principles.
10. In no event shall either party be liable hereunder (on the basis of breach of contract, indemnity, warranty or tort or otherwise) for any indirect, special, consequential, exemplary or punitive damages resulting from or arising out of this Agreement, including, without limitation, loss of production, business interruption, loss of profit, loss of revenue, loss of contract or loss of goodwill howsoever caused.

IN WITNESS WHEREOF, the parties have executed this Agreement through each of their authorized representatives, whose signatures are set forth immediately below.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

a political subdivision of the State of Georgia, acting through
the **AUGUSTA AVIATION COMMISSION**

By: _____

By: _____

Christine S. Coombs
Sr. Director, Finance

Printed Name and Title

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this “Agreement”) is made and entered into this 1st day of January, 2024 (the “Effective Date”) by and between **AUGUSTA, GEORGIA** (“Customer”), a political subdivision of the State of Georgia, acting through the **AUGUSTA AVIATION COMMISSION**, having its principal office located at 539 Telfair Street, Room 605, Augusta, GA 30901 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its affiliates (collectively “Seller”) located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. Scope.

(a) During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer’s requirements at Customer fixed-based operation site at Augusta Regional Airport (KAGS), 1501 Aviation Way, Augusta, GA 30906 (the “FBO”) for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use.

(b) Seller has a contract fuel program that allows its Flight Operator customers (“World Fuel Customers”) to purchase fuel from Seller (or its affiliates) worldwide through a network of FBOs and other suppliers (the “Contract Fuel Program”). During the Term, Customer covenants that all contract fuel sales will be exclusively through Seller’s Contract Fuel Program and that it will not use any other resellers’ contract fuel program, unless contract fuel is processed through Seller’s Contract Fuel Program. Customer shall provide Seller a discounted into-plane fee for fuel based on the volume of fuel sold by Customer to Seller as part of the Contract Fuel Program compared to Customer’s posted retail price and other resellers’ contract fuel program. Seller issues World Fuel Customers proprietary cards that World Fuel Customers can use to purchase fuel at FBOs (“Cards”). Customer agrees to deliver fuel to World Fuel Customers (a) upon presentment of a Card to Customer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by Seller (each, a “Sales Order”, and with Card Transactions, “Customer Transactions”) to Customer for fuel. Customer shall obtain electronic or manual authorization from Seller for all Customer Transactions.

(c) During the Initial Term (as defined below), Customer agrees to deliver into-plane at least (i) 3,600,000 gallons of fuel to World Fuel Customers pursuant to the Contract Fuel Program (the “Contract Fuel Gallons”) and (ii) 6,000,000 gallons of fuel to air carriers operating under a Part 121 certificate, U.S. based airlines and cargo operators (the “Commercial Fuel Gallons”).

(d) Customer shall purchase at least (i) 3,990,000 gallons of combined aviation fuel (“Bulk Fuel”) from Seller during the Initial Term (the “Bulk Gallons”, and collectively with the Contract Fuel Gallons and the Commercial Fuel Gallons, the “Total Gallons”) and (ii) 1,330,000 gallons of Bulk Fuel from Seller during each Option Term (the “Option Term Minimum Gallons”).

(e) Customer agrees that Seller shall have the exclusive right (other than Customer) to hold fuel in the Customer’s tanks (“Customer Tanks”) located at the FBO (“Inventory Fuel”), and that no other party (other than Customer) shall have the right to hold inventory or have any throughput rights in the Customer Tanks. Customer agrees that it shall only sell Bulk Fuel to end users (*i.e.*, flight operators that burn the fuel in their aircraft) for which Customer issues the invoice to the end user on Customer’s direct behalf. Customer also agrees to the following terms and conditions with respect to Inventory Fuel:

- i. Customer shall, from time-to-time, request additional supplies of Inventory Fuel to ensure at all times during the Term there is a sufficient stock of Inventory Fuel to avoid any Inventory Fuel shortages, taking into account the useable capacity of the Inventory Fuel stock.

- ii. The fueling services ("Fueling Services") at the FBO shall be the sole responsibility of Customer and until title to Inventory Fuel passes to World Fuel Customers after Fueling Services are complete, including, without limitation, the responsibilities related to proper documentation, the preservation of the quality of Inventory Fuel stored at the FBO, the monitoring and control of Inventory Fuel stock levels, and the proper delivery of Inventory Fuel into-plane shall be the sole responsibility of Customer.
- iii. Customer shall keep complete and accurate inventory records. Receipts into inventory and disbursements from inventory shall be recorded in U.S. gallons. Inventory measurements of each Customer Tank shall be taken daily and in accordance with this Section and, for each measurement so taken, the volume and the time of day such measurement was made shall be recorded ("Daily Measurement Requirements").
- iv. Using the Daily Measurement Requirements, Customer shall monthly reconcile the physical inventory of the Inventory Fuel to the calculated inventory and present such reconciliation to Seller. Such reconciliation shall explain the receipt and distribution of all Inventory Fuel, including all operating gains or losses.
- v. Customer shall be responsible for all losses of Inventory Fuel that result from its negligence or willful misconduct. Customer shall also be responsible for all losses or disappearances of Inventory Fuel from Customer Tanks that cannot be reconciled as required above, or adequately explained as a normal operating loss reasonably beyond Customer's control. All gains and losses in inventory of Inventory Fuel shall be determined monthly.
- vi. Customer warrants that at all times during the Term that (y) it will perform the Fueling Service in compliance with Airlines for America ATA Specification 103 "Standards for Jet Fuel Quality Control at Airports", and (z) Customer's personnel shall comply with all of the terms and conditions herein relating to the Fueling Services.
- vii. Customer shall be responsible for training its personnel to perform the Fueling Services as set forth herein.

2. Duration and Renewal. This Agreement shall be for an initial term of three (3) years beginning on the Effective Date (the "Initial Term"). Customer shall have the option to renew for two (2) subsequent one (1) year periods (each, an "Option Term", the Initial Term with each Option Term, as applicable, shall be collectively referred to herein as the "Term"). Customer shall purchase the Total Gallons from Seller during the Initial Term. If at the end of the Initial Term, Customer has not purchased the Total Gallons, then the requirement to purchase such remaining Total Gallons (the "Rollover Gallon Requirement") shall automatically rollover to each Option Term (as applicable), until Customer has purchased the Rollover Gallon Requirement and such Option Term Minimum Gallons. Upon the expiration of the last Option Term, this Agreement shall automatically renew for subsequent annual periods unless cancelled by either party providing ninety (90) days' prior written notice to the other party of its election to terminate.

3. Pricing.

(a) Unless otherwise agreed in writing by the parties, the price per gallon for Avgas 100LL petroleum sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

(b) The price which Customer shall pay Seller for Jet A aviation fuel petroleum products purchased hereunder shall be governed by the previous week (Monday through Friday) average price per U.S. gallon as published in Platt's Oil Gram Gulf Coast Jet 54 Pipeline "mean" plus the price differential of \$0.0616 per gallon. Prices are exclusive of all Taxes (as defined in Section 10), freight charges, surcharges and fees. Seller will provide the same delivered price for Jet A for North Augusta, SC or Doraville, GA terminals. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its price at affected locations. Price changes will take effect as of the date of notification.

(c) Unless otherwise agreed in writing by the parties, the price per gallon for Sustainable Aviation Fuel sold hereunder shall be as established by Seller from time to time in its discretion, subject to availability. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. Product and Product Standard. Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by

a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States or Canada shall meet ASTM D 910, latest revision. Sustainable Aviation Fuel means fuel that was been through ASTM's D4054 Evaluation Process and has been determined by a third party to be equivalent (either neat or as a blend) to conventional jet fuel and has been added to the D7566 Drop-In Fuel Specification. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net thirty (30) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. Business Development Funds. Following Customer's execution and delivery of this Agreement and any other agreements referred to in subsection 22(b), Seller agrees to advance to Customer business development funds (the "Business Development Funds") as follows:

(a) One Hundred Thousand Dollars (\$100,000.00) annually for the Initial Term of Agreement for a maximum of Three Hundred Thousand Dollars (\$300,000.00) to be used towards facility upgrades and airport ~~community~~ projects.

(b) If this Agreement is terminated for any reason, Customer shall promptly pay back to Seller an amount equal to the number of months left in the current contract year by Customer divided by 12 multiplied by the Business Development Funds distributed by Seller to Customer in such contract year.

(c) If at any time during the Initial Term, Customer purchases the Total Gallons or more of combined aviation fuel (Jet Fuel plus Avgas 100LL), Customer shall be relieved of any obligation or liability to repay to Seller the Business Development Funds.

7. Force Majeure.

(a) Neither party shall be in breach of nor have any liability for its failure to perform any obligation under this Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such party ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to: (i) any act of God; (ii) fire, accident or explosion; (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition; (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; (v) any pandemic, epidemic or quarantine restriction; (vi) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group; (vii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator; (viii) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused; (ix) shortage in raw material, transportation, manufacturing, or Fuel from Seller's contemplated source of supply; (x) any determination that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which the affected party may be subject.

(b) In the event that performance is prevented, hindered, or delayed by such a Force Majeure Event, Seller may reduce deliveries in any manner as it may determine in its sole discretion and shall not be obliged to acquire or purchase additional quantities from other suppliers.

(c) Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Customer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(d) Seller shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount at the discretion of Seller.

(e) If due to a Force Majeure Event Seller is unable to supply the total demand for any Fuel and/or is only able to perform part of its contractual obligations, Seller shall have the right in its sole discretion to allocate its available Fuel and/or services among its customers, departments and divisions in such manner as it may so determine.

8. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

9. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

10. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

11. Taxes and Fees. All prices are quoted in U.S. Dollars and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder, and shall be added to the applicable price. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Customer from liability therefor. Customer will present Seller with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date Seller shall require, to satisfy Seller's concerns in connection with any duty, tax, assessment, fee and/or other charge. Customer's failure to provide Seller with such required documentation will result in the inclusion of all appropriate taxes and fees on applicable invoices and the recovery of any imposed taxes and fees will be the responsibility of Customer. Customer shall indemnify and hold Seller harmless for any damages, claims, liability or expense Seller may incur due to Customer's failure to comply with this requirement. Furthermore, Customer agrees to cooperate and execute any document reasonably requested by Seller to the extent necessary to further the intent of this Section 11 or to recover any amounts improperly paid to any governmental authority or other agency.

12. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

13. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employers Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this Section 13 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

14. Indemnification; Limitation of Liabilities.

(a) Customer agrees to indemnify, defend and hold harmless Seller, its affiliates, and their respective equity holders, officers, managers, directors, employees, agents and permitted assigns from and against any and all liabilities, losses, claims, costs, expenses and damages (including reasonable attorneys' fees) of whatever nature incurred by any such indemnitee as a result of any claim brought by any third party in connection with any fuel or services provided hereunder except to the extent such liabilities result directly out of Seller's gross negligence or willful misconduct.

(b) **SELLER SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR (i) ANY DELAY OR (ii) LOSS OF ACTUAL OR ANTICIPATED PROFIT OR (iii) LOSSES CAUSED BY BUSINESS INTERRUPTION OR (iv) LOSS OF GOODWILL OR REPUTATION OR (v) ACTS OR OMISSIONS OF THIRD PARTY VENDORS OR (vi) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF FUEL.**

(c) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SELLER PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

15. Quality Control. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft.

16. Claims. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within twenty-four (24) hours after delivery.

17. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need-to-know Confidential Information. Customer's obligations under this Section 17 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not

subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information.

18. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding agreement, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 18(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document and all remaining Business Development Funds shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, any remaining Business Development Funds, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law.

19. Allowances. So long as Customer is not in breach of this Agreement then for the Initial Term:

(a) Ritz-Carlton On-Site Training Annual Allowance. Seller will provide Ritz-Carlton customer service training in the amount of up to \$20,000.00 annually. Reimbursements will be paid after Customer has provided invoices and / or other documentation reasonably requested by Seller for the costs related to training.

(b) NATA PLST Line Service Training, On-Site Quality Control Training, Fire Safety Training and Equipment Inspections Annual Allowance. Seller will provide up to \$13,000.00 annually for the purposes of NATA PLST line service training costs, on-site quality control training, fire safety training and equipment inspection costs. Reimbursements will be paid after Customer has provided invoices and / or other documentation reasonably requested by Seller for the costs related to training or inspections.

(c) Event Sponsorship. Seller will provide \$10,000.00 annually to be used to support promotional events at the FBO. These funds will be paid at the beginning of each contract year of the Initial Term.

(d) Trade Show Annual Allowance. Seller will provide up to \$15,000.00 annually towards trade show costs. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to trade shows.

(e) Software Annual Allowance. Seller will provide up to \$10,000.00 annually towards the cost of aviation software. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such software expenses.

(f) Air Elite Membership Annual Allowance. Subject to membership approval, Seller will provide up to \$13,000.00 annually towards Air Elite membership fee. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such membership expenses.

(g) Sustainability Project Allowance. Seller will provide up to \$10,000.00 annually for the purposes of sustainability projects and activities at the FBO. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such sustainability projects.

(h) Refueler Maintenance Annual Allowance. Seller will provide up to \$15,000.00 annually for refueler maintenance. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to refueler maintenance.

(i) The Masters Tournament Annual Refueler Allowance. Seller will provide seven (7) additional jet refuelers for the annual Masters Tournament. Seller will provide reasonable cost coverage for inbound and outbound transportation for all seven (7) refuelers. The parties hereby agree to enter into an agreement regarding such refuelers using Seller's standard form of refueler lease agreement.

(j) World Fuel Rewards Allowance. Seller agrees to provide to Customer a One Million (1,000,000) World Fuel Rewards Bonus Bank of Points for year one of Initial Term and will cover annual minimum point purchase requirement for the Initial Term.

20. World Fuel Rewards. Customer agrees to participate in Seller's Rewards Program. Participation in the World Fuel Services Rewards program is subject to the World Fuel Program Rules – Participating Locations, which are set forth at <https://worldfuelrewards.com/worldfuel-program-rules-locations/>.

21. Co-op Advertising. Customer agrees to participate in Seller's co-op program pursuant to which Seller shall accrue \$0.005 cents per gallon of Bulk Fuel purchased hereunder, excluding the Commercial Fuel Gallons. In addition, Seller shall pay \$0.03 per gallon on Contract Fuel Gallons delivered, excluding the Commercial Fuel Gallons. These amounts will be calculated from January – December of each calendar year and Customer shall have the right to purchase qualified co-operative marketing items for the of the FBO; provided that Customer shall forfeit the right to any remaining accrued funds on January 15th of each calendar year.

22. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 22(a).

(b) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, or in the context of the sale of all or substantially all the assets of either party; any merger, consolidation or acquisition of either party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital equity of either party in one or more related transactions (each, a "Change in Control") without the prior written consent of Seller, which consent shall not be unreasonably withheld. Customer shall give Seller at least ninety (90) days' prior written notification of any Change in Control, identifying the entity that would be the successor in interest. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate of Seller" is any corporation, partnership, joint venture or other entity in which World Kinect Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Georgia without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Richmond County, Georgia and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

a political subdivision of the State of Georgia, acting through
the **AUGUSTA AVIATION COMMISSION**

By: _____

By: _____

Christine S. Coombs
Sr. Director, Finance

Printed Name and Title

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, September 5, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 854 7801 0911; Passcode: 259539** for furnishing

RFP Item # 23-246 Aviation Fuel Supplier for Augusta, GA – Augusta Regional Airport

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, August 18, 2023 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	July 27, 2023 and August 3, 10, 17, 2023
Metro Courier	July 27, 2023


Revised: 3/22/21



**RFP Item # 23-246 Aviation Fuel Supplier
for Augusta, GA – Augusta Regional Airport
RFP Date: Tuesday, September 5, 2023 @ 11:00 a.m. via ZOOM**

Total Number Specifications Mailed Out: 16
Total Number Specifications Download (Demandstar): 82
Total Electronic Notifications (Demandstar): 4
Georgia Procurement Registry: 292
Total packages submitted: 5
Total Noncompliant: 0

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	Copies 7	Fee Proposal
AEG Fuels 701 Waterford Way #490 Miami, FL 33126	Yes	Yes	1756473	Yes	Yes	Yes	Yes
Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. One Mill Street Perish, NY 13131	Yes	Yes	892009	Yes	Yes	Yes	Yes
Avfuel Corporation 47 W Ellsworth Road Ann Arbor, MI 48108	Yes	Yes	417532	Yes	Yes	Yes	Yes
Campbell Oil Company 418 Peanut Road Elizabethtown, NC 28337	Yes	Yes	728184	Yes	Yes	Yes	Yes
Eastern Aviation Fuels, Inc. DBA Titan Aviation Fuels 601 McCarthy Blvd. New Bern, NC 28562	Yes	Yes	1355239	Yes	Yes	Yes	Yes

<div><div>RFP Item # 23-246 Aviation Fuel Supplier for Augusta, GA – Augusta Regional Airport Evaluation Date: Thursday, Septeber 14, 2023 @ 9:00 a.m. via ZOOM</div></div>														
Vendors			AEG Fuels 701 Waterford Way #490 Miami, FL 33126	Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. One Mill Street Perish, NY 13131	Avfuel Corporation 47 W Ellsworth Road Ann Arbor, MI 48108	Campbell Oil Company 418 Peanut Road Elizabethtown, NC 28337	Eastern Aviation Fuels, Inc. DBA Titan Aviation Fuels 601 McCarthy Blvd. New Bern, NC 28562	AEG Fuels 701 Waterford Way #490 Miami, FL 33126	Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. One Mill Street Perish, NY 13131	Avfuel Corporation 47 W Ellsworth Road Ann Arbor, MI 48108	Campbell Oil Company 418 Peanut Road Elizabethtown, NC 28337	Eastern Aviation Fuels, Inc. DBA Titan Aviation Fuels 601 McCarthy Blvd. New Bern, NC 28562		
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)					Weighted Scores						
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)										
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
2. Qualifications & Experience		(0-5)	10	3.0	5.0	4.5	4.5	5.0	30.0	50.0	45.0	45.0	50.0	
3. Organization & Approach		(0-5)	20	2.5	5.0	4.0	4.5	5.0	50.0	100.0	80.0	90.0	100.0	
Scope of Services (40 points) Provide supporting documentation of your ability, capacity, and skills to perform the contract or provide the services required in Section II Scope of Services; a.)Proponent's ability to provide quality goods and services specified in this RFP. b.)The capability of the proponent to perform the contract or provide the service promptly or within the time specified, without delay or interference. c.)The character, integrity, reputation, judgment, experience, and efficiency of the proponent. d.)The quality of performance on previous contracts. e.)The previous and existing compliance by the proponent with law and ordinances relating to the contract or services. f.)The quality, availability, and adaptability of the supplies or services to the particular use required. g.)Additional information, proposal, or incentives for airport consideration.		(0-5)	25	3.0	5.0	4.0	3.5	4.5	75.0	125.0	100.0	87.5	112.5	
5. Financial Stability		(0-5)	5	4.0	4.5	4.5	4.5	4.5	20.0	22.5	22.5	22.5	22.5	
6. References		(0-5)	5	4.5	4.5	4.5	4.5	4.5	22.5	22.5	22.5	22.5	22.5	
10														
Within Richmond County		5	10		5.0				0.0	50.0	0.0	0.0	0.0	
Within CSRA		5	6						0.0	0.0	0.0	0.0	0.0	
Within Georgia		5	4						0.0	0.0	0.0	0.0	0.0	
Within SE United States (includes AL, TN, NC, SC, FL)		5	2	5.0			5.0	5.0	10.0	0.0	0.0	10.0	10.0	
• All Others		5	1		5.0	5.0			0.0	5.0	5.0	0.0	0.0	
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375				22.0	34.0	26.5	26.5	28.5	207.5	375.0	275.0	277.5	317.5	
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
8. Presentation by Team		(0-5)	10						0.0	0.0	0.0	0.0	0.0	
9. Q&A Response to Panel Questions		(0-5)	5						0.0	0.0	0.0	0.0	0.0	
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)								Cost/Fee Proposal Consideration						
Lowest Fees		5	10		5.0				0.0	50.0	0.0	0.0	0.0	
Second		5	6				5.0		0.0	0.0	0.0	30.0	0.0	
Third		5	4					5.0	0.0	0.0	0.0	0.0	20.0	
Forth		5	2			5.0			0.0	0.0	10.0	0.0	0.0	
Fifth		5	1						0.0	0.0	0.0	0.0	0.0	
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				0.0	5.0	5.0	5.0	5.0	0.0	50.0	10.0	30.0	20.0	
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 525)				22.0	39.0	31.5	31.5	33.5	207.5	425.0	285.0	307.5	337.5	
Internal Use Only														
Evaluator: Cumulative Date: 9/14/23														
Procurement DepartmentRepresentative:_____Nancy Williams_____														
Procurement Department Completion Date: 9/14/23														



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

Date: September 18, 2023
To: Geri Sams, Procurement Director
From: Herbert L. Judon, Jr., Executive Director *NLJ*
Re: RFP Item# 23-246 Aviation Fuel Supplier bid award

Dear Mrs. Sams,

A request for proposal was issued on September 5, 2023 for a full-service aviation fuel supplier to support our commercial and general aviation customers. After a thorough and complete review of all five proposals submitted, I agree with the recommendation from the evaluation committee to award World Fuel Services the Aviation Fuel Supplier bid pending contract negotiations. Please provide guidance on the process to initiate contract negotiations.

Please feel free to contact me with any questions or concerns you may have.

WORLD FUEL SERVICES
9800 NW 41ST STREET. SUITE 400
MIAMI, FL 33178

ATTN: WALT ABBOTT
ABBOTT OIL
P. O. BOX 3639
AUGUSTA, GA 30914-3639

AIR BP AVIATION SERVICES
ATTN: THIAGO SIMAO
30 SOUTH WACKER DR.
SUITE 900
CHICAGO, IL 60606

ATTN: DARAN A. WOMACK
WORLD FUEL SERVICE
575 OAK MEADOW LANE
AIKEN, SC 29803

ATTN: WILLIAM HROCH, JR.
WESTERN PETROLEUM COMPANY
1030 PEACHTREE COURT
GREENSBORO, GA 30642

ATTN: TOMMY GIBBS
ALL STATE PETROLEUM
P O BOX 662
AIKEN SC 29802

ATTN: JOEL HIRST
AVFUEL CORPORATION
47 WEST ELLSWORTH RD.
ANN ARBOR, MI 48108

ATTN: DAVE PERRY
PERRY BROTHERS AVIATION
FUELS
125 US HWY 280 WEST
AMERICUS, GA 31719

EPIC AVIATION
3841 FAIRVIEW INDUSTRIAL DR.,
SE
SALEM, OR 97302

EPIC FUELS
222 W LAS COLINAS BLVD.
SUITE 1425N
IRVING, TX 765039

ATTN: WESLEY EARL
THE HILLER GROUP, INC.
5321 MEMORIAL HIGHWAY
TAMPA, FL 33634

PHILLIPS 66 AVIATION
ATTN. MR. ALLEN BRETZ
774 ADAMS BUILDING
BARTLESVILLE, OK 74004

ATTN: ROBERT STALLINGS, III
EASTERN AVIATION FUELS, INC.
601 MCCARTHY BLVD
NEW BERN, NC 28562

PHILLIPS 66
2005 WILEY POST RD.
BARTLESVILLE, OK 74004

WORLD FUEL SERVICES
ATTN: MIKE MILLER
3000 BAYPORT DRIVE SUITE 470
TAMPA FL. 33607

EPIC FUELS
ATTN: DON MOSS
105 N. CARLEILA LAKEWAY
SPARTANBURG, SC 29307

HERBERT JUDON JR.,
AUGUSTA REGIONAL AIRPORT

KENNETH HINKLE
AUGUSTA REGIONAL AIRPORT

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

RFP 23-246
AVIATION FUEL SUPPLIER
FOR AUGUSTA REGIONAL AIRPORT
RFP MAILED OUT 07/27/23

RFP 23-246
AVIATION FUEL SUPPLIER
FOR AUGUSTA REGIONAL AIRPORT
RFP DUE: TUE. 9/05/23 @ 11:00 A.M.

1 of 1

Addendum 1
Mailed: August 22, 2023

BIDDERS LIST

BID ITEM # 23-246 COST \$ _____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Don Moss Regional Account Manager Epic Fuels	105 N. Carleita Lane Spartanburg SC 29307	08/01/23	"	A.S.	A.S.
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

WEX BANK 2023-07-28	stephanie_wood@wrightexpress.com WEX, WEX		
WHITING-TURNER CONTRACTING CO 2023-07-28	crystal.carter@whiting-turner.com Carter, Crystal	N	NOM
WHITING-TURNER CONTRACTING CO 2023-07-28	keith.douglas@whiting-turner.com DOUGLAS, KEITH A		
WHITING-TURNER CONTRACTING CO 2023-07-28	michael.biggs@whiting-turner.com MBIGGS, MBIGGS		
WILLIAMS-PITTS OIL CO INC 2023-07-28	wmspitts@bellsouth.net Pitts, David	N	NOM
WILLIAMS-PITTS OIL CO INC 2023-07-28	wmspitts@bellsouth.net Holt, Margaret		
WILMAC INC 2023-07-28	wilmacinc@bellsouth.net WILMACINC, WILMACINC	Y	AFA
WIPAIRE INC 2023-07-28	bpike@wipaire.com Pike, Bill	N	NOM
WIPAIRE INC 2023-07-28	bpike@wipaire.com WIPAIRE, WIPAIRE		
Wold Fuel Services Inc. 2023-07-28	Nenayet@wfscorp.com Enayet, Naved	N	NOM

ETHNIC GROUP	COUNT
African American	25
Asian American	3
Native American	2
Hispanic/Latino	4
Pacific Island/American	0
Non Minority	108
Not Classified	0
Total Number of Vendors	142
Total Number of Contacts	292

PR_bid_email_list

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (4)

Supplier **Download Date**

Campbell Oil Company

08/31/2023

Dodge Data

07/29/2023

Global Personnel Solutions, Inc.

07/31/2023

Onvia, Inc. - Content Department

07/28/2023

[Add Supplier](#)

Supplier Details

Supplier Name	Campbell Oil Company
Contact Name	Heidi Danilko
Address	418 Peanut Plant Rd , Elizabethtown, NC 28337
Email	bids@campbeloil.net
Phone Number	910-862-8423

Documents

Filename	Type	Action
23-246_RFP	Bid Document / Specifications	View History
23-246_ADD1	Addendum	View History

FYI: Process Regarding Request for Proposals

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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

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

provide the services required;

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

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

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



Commission Meeting

November 21, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Purchase of Golf Carts
Presenter:	Herbert Judon
Caption:	Motion to approve the Purchase of Three (3) Golf Carts from Mr. Golf Carts in the amount of \$36,870.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-222 (Approved by Public Services Committee November 14, 2023)
Background:	Currently the airport has three golf carts that are designated to provide operational support for aircrews and their passengers. As the units age, they become less reliable and more dependent on maintenance repairs. As a result, the Augusta Regional Airport Aviation Services Department is requesting three replacement golf carts to support the operation.
Analysis:	The last golf cart purchase was procured in 2015. Our golf carts serve as a customer service essential and operational necessity for transporting aircrews, passengers, and their luggage. In collaboration with the Procurement Department, Invitation to bid #23-222 for Golf Carts was issued. Three compliant bids were received and Mr. Golf Carts provided the lowest price.
Financial Impact:	The cost of the three (3) golf carts is \$36,870.00. This purchase request was approved in the 2023 budget planning period.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on October 26, 2023.
Funds are available in the following accounts:	551081206-5421110
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, September 22, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **879 1252 1242**; Passcode: **008867** for furnishing:

Bid Item #23-222 Golf Carts for Augusta, GA – Augusta Regional Airport

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, September 8, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 17, 24, 31, 2023 and September 7, 2023
Metro Courier August 17, 2023



**Bid Opening - Bid Item #23-222 Golf Carts
for Augusta Regional Airport
Bid Due: Friday, September 22, 2023 @ 11:00 a.m. via ZOOM**

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 53
Georgia Registry: 232
Total packages submitted: 3
Total Non-Compliant: 0

VENDORS	E-Z-GO 1451 Marvin Griffin Road Augusta, GA 30906	Jerry Pate Turf & Irrigation 5350 Tulane Drive Atlanta, GA 30336	Mr. Golf Carts 310 Mills Road Waynesboro, GA 30830
Attachment B	Yes	Yes	Yes
E-Verify Number	727862	7547	580894
SAVE Form	Yes	Yes	Yes
Bidder Offer			
Year	2024	2023/2024	2024
Make	Cushman	Toro	Cushman
Model	Hauler 1200 Gas	07411EX GTX Extended EFI	Shuttle 2 EFI
Price Per Golf Cart	\$14,146.00	\$23,810.04	\$12,290.00
Total Price (3)	\$42,438.00	\$71,430.12	\$36,870.00
Approximate Delivery Time	Dec-23	12 - 18 months	3 - 4 months APO
Exceptions	Please see Exceptions	Please see Exceptions	Please see Exceptions



Phone: (706) 798-3236 Fax: (706) 798-1551

1501 Aviation Way
Augusta, Georgia • 30906

MEMORANDUM

Date: November 3, 2023
To: Geri Sams, Procurement Director
From: Herbert Judon, Executive Director
Re: Letter of Recommendation – Mr. Golf Carts #23-222 Golf Carts

The Airport recommends the award for bid Item #23-222 Golf Carts to Mr. Golf Carts for \$36,870.00.

Mr. Golf Carts provided the lowest cost proposal that met our specifications.

Please feel free to contact me with any questions or concerns you may have.

A handwritten signature in black ink that reads 'Herbert L. Judon Jr.'.

**EZGO TEXTRON
ATTN: BRITANY BOOZ
1451 MARVIN GRIFFIN RD.
AUGUSTA, GA. 30906**

**AUGUSTA GOLF CARTS
3206 WASHINGTON RD.
AUGUSTA, GA 30907**

**SOUTHERN TRANSPORT VEHICLES
2417 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906**

**J&M GOLF CARTS
690 INDUSTRIAL PARK DRIVE
EVANS, GA 30809**

**TRANSPORTATION SOLUTIONS OF
AUGUSTA
629 COMMERCE CT.
PO BOX 2326
EVANS, GA 30809**

**CLUB CAR, LLC
4125 WASHINGTON ROAD
EVANS, GA 30809**

**AFFORDABLE CARTS
116 COMMERCIAL BLVD.
MARTINEZ, GA 30907**

**AUGUSTA ATV
16 REST MASTER LN., SUITE A
NORTH AUGUSTA, SC 29860**

**RICK'S SPECIALTY VEHICLES
2517 MIKE PADGETT HIGHWAY
AUGUSTA, GA. 30906**

**REVOLUTION GOLF CARS
4499 COLUMBIA ROAD
MARTINEZ, GA 30907**

**SPECIALTY CAMOUFLAGE PROD.
2722 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906**

**BARRON,S GOLF CARTS
158 JOHNSTON HIGHWAY
TRENTON, SC 29847**

**HERBERT JUDON JR.
AUGUSTA REGIONAL AIRPORT**

**KENNETH HINKLE
AUGUSTA REGIONAL AIRPORT**

**PHYLLIS JOHNSON
COMPLIANCE**

**BID ITEM #23-222
GOLF CARTS
FOR AUGUSTA REGIONAL AIRPORT
DUE: FRI., 9/22/23 @ 11:00 A.M.**

**BID ITEM #23-222
GOLF CARTS
FOR AUGUSTA REGIONAL AIRPORT
MAIL: 8/17/23**

1 of 1

2023-08-18			
srp agency 2023-08-18	salimporter@askmilaspartners.com porter, salim	N	NOM

Item 11.

ETHNIC GROUP	COUNT
African American	10
Asian American	3
Native American	3
Hispanic/Latino	2
Pacific Island/American	2
Non Minority	108
Not Classified	0
Total Number of Vendors	128
Total Number of Contacts	232

[PR_bid_email_list](#)

Planholders

Add Supplier

Export To Excel

Supplier (2)

Supplier

Download Date

Dodge Data

08/19/2023

Onvia, Inc. - Content Department

08/18/2023

Add Supplier

Supplier Details

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

Remove

Documents

Filename	Type	Action
23-222_ITB	Bid Document / Specifications	View History



Commission Meeting

November 21, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Purchase of Baggage Tractor
Presenter:	Herbert Judon
Caption:	Motion to approve the Purchase of One (1) Baggage Tractor from Aero Specialties, Inc. in the amount of \$58,490.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-225 (Approved by Public Services Committee November 14, 2023)
Background:	<p>Currently the airport has one operational baggage tractor to move and stage ground support equipment (GSE). For many decades the airport has relied on government surplus ground support equipment. The inexpensive procurement cost was a win for the airport and a great return on investment. However, this government surplus baggage tractor is near obsolescence.</p> <p>As a result, the Augusta Regional Airport Aviation Services Department is requesting a new replacement baggage tractor.</p>
Analysis:	In collaboration with the Augusta Procurement Department, an Invitation to Bid #23-225 was let for a baggage tractor. The solicitation was mailed out to nine companies, but only one compliant bid was received. Aero Specialties, Inc. offered the baggage tug price at \$58,490.00. This purchase request was approved in 2023 budget planning period.
Financial Impact:	The cost of the Baggage Tractor is \$58,490.00. This purchase request was approved in the 2023 budget planning period.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on October 26, 2023.
Funds are available in the following accounts:	551081206-5421110
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, October 13, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: 850 6994 2530; Passcode: 309558 for furnishing:

Bid Item #23-225 Baggage Tractor for Augusta, GA – Augusta Regional Airport

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, September 29, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle September 7, 14, 21, 28, 2023
Metro Courier September 7, 2023



**Bid Opening - Bid Item #23-225 Baggage Tractor
for Augusta, GA – Augusta Regional Airport
Bid Due: Friday, October 13, 2023 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 9
Total Number Specifications Download (Demandstar): 1
Total Electronic Notifications (Demandstar): 27
Georgia Procurement Registry: 60
Total Packages Submitted: 2
Total Non-Compliant: 1**

VENDORS	Aero Specialites, Inc. 11175 W. Emerald Street Boise, Idaho 83713	Technology International, Inc. 1331 South International Parkway Suite 2251 Lake Mary, Florida 32746
Attachment B	Yes	Yes
E-Verify Number	333475	No - Non Compliant
SAVE Form	Yes	Yes
Baggage/Cargo Tow Tractor – TLD JST-25 OR EQUIVALENT		
Year	2023	-
Make	TLD	JBT Aerotech
Model	JST-25D	B80
Total Price	\$58,490.00	\$86,900.00
Approximate Delivery Time	24 weeks	25 weeks



Phone: (706) 798-3236 Fax: (706) 798-1551

1501 Aviation Way
Augusta, Georgia • 30906

MEMORANDUM

Date: November 3, 2023

To: Geri Sams, Procurement Director

From: Herbert Judon, Executive Director

Re: Letter of Recommendation – Aero Specialties, Inc. #23-225 Baggage Tractor

The Airport recommends the award for bid item #23-225 baggage Tractor to Aero Specialties, Inc. for

\$58,490.00 Aero Specialties Inc. which was the only compliant proponent.

Please feel free to contact me with any questions or concerns you may have.

Herbert L. Judon Jr.

CAROLINA GSE
ATTN: THOMAS GRIMES
2408 CHARLES BLVD
GREENVILLE, NC 27858
(RETURNED MAIL)

XCED
ATTN: KELLY CAMBURN
425 N MARTINGALE ROAD
8TH FLOOR
SCHAUMBURG, IL 60173

TEXTRON GSE
41 BUSCH DR., NE SUITE 100
CARTERSVILLE, GA 30121

AES-GSE
ATTN: CHAD YERGEAU
3230 MAGNUM DRIVE
ELKHART, IN 46516

TEXTRON GSE
ATTN: PATRICK DENNISON
4105 ROYAL DR. NW SUITE 600
KENNESAW, GA 30144
(RETURNED MAIL)

EAGLE TUGS
1 AIR CARGO PARKWAY EAST
SWANTON, OH 43558

AERO SPECIALTIES
ATTN: TONY CAL/DEREK ROSE
11175 W. EMERALD ST.
BOISE, ID 83713

SKYBUS LLC/ GLOBAL GSE
2036 STOUT FIELD WEST DRIVE
INDIANAPOLIS, INDIANA 46241

LEGACY GSE, LLC
2013 OLDE REGENT WAY
SUITE 150-110
LELAND NC 28451

HERBERT JUDON
AUGUSTA REGIONAL AIRPORT

KENNETH HINKLE
AUGUSTA REGIONAL AIRPORT

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM #23-225
BAGGAGE TRACTOR
FOR AUGUSTA REGIONAL AIRPORT
MAILED: THURSDAY: 09/07/23

BID ITEM 23-225
BAGGAGE TRACTOR
FOR AUGUSTA REGIONAL AIRPORT
DUE: FRI., 10/13/23 @ 11:00 A.M.

1 of 1

Planholders

Add Supplier

Export To Excel

Supplier (1)

Supplier 

Download Date

Onvia, Inc. - Content Department

09/09/2023



Add Supplier

Supplier Details

Supplier Name	Onvia, Inc. - Content Department
Contact Name	Content Source Management
Address	509 Olive Way, Suite 400 , Seattle, WA 98101
Email	sourcingsupport@deltek.com
Phone Number	206-373-9500

Documents

Filename	Type	Action
23-225_ITB	Bid Document / Specifications	View History



Public Services Committee Meeting

Meeting Date: November 14, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Purchase of Towbarless Aircraft Tug
Presenter:	Herbert Judon
Caption:	Motion to Approve the purchase of one (1) Towbarless Aircraft Tug from JBT Lektro, Inc. for the amount of \$136,437.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-202
Background:	A Towbarless Aircraft Tug provides a safer and more efficient way of moving aircraft. Due to the increase size of the average aircraft from 2011, compared to the present, the need to increase our towing capability has become an operational necessity. The last new unit was purchased in 2011 and had a towing capacity of 55,000 lbs. The current proposed unit will have a towing capacity of 120,000 lbs., which will provide the needed capacity to service almost every type of Business Jet that transitions though the Airport.
Analysis:	In collaboration with the Procurement Department, Invitation to bid #23-202 for a Towbarless Aircraft Tug was issued. One (1) responsive bid from JBT Lektro, Inc. was received.
Financial Impact:	The cost of the Towbarless Aircraft Tug is \$136,437.00. This purchase request was approved in the 2023 budget planning period.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on October 26, 2023.
Funds are available in the following accounts:	551081206-5421110
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, September 1, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **839 5488 7623**; Passcode: **311112** for furnishing:

Bid Item #23-202 Towbarless Aircraft Tug for Augusta, GA – Augusta Regional Airport

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, August 18, 2023@ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	July 27, 2023, and August 3, 10, 17, 2023
Metro Courier	July 27, 2023



**Bid Opening: Bid Item #23-202 Towbarless Aircraft Tug
for Augusta, GA – Augusta Regional Airport
Bid Date: Friday, September 1, 2023 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 6
Total Number Specifications Download (Demandstar): 3
Total Electronic Notifications (Demandstar): 24
Georgia Procurement Registry: 67
Total Packages Submitted: 2
Total Noncompliant: 1**

Vendors	Carolina Ground Services Equipment, Inc. dba Pilot John International 1905 Turnbury Drive Greenville, NC 27858	JBT Lektro, Inc. 1190 SE Flightline Drive Warrenton, OR 97146
Attachment "B"	Yes	Yes
E-Verify Number	No - Non Complaint	1465939
SAVE Form	Yes	Yes
Towbarless Aircraft Tug		
Unit Bid Price	\$125,050.00	\$132,487.00
Freight Charges	\$2,500.00	\$3,950.00
Total Bid Price	\$127,550.00	\$136,437.00
Manufacturer	Eagle	JBT Lektro Inc.
Model	eJP-12	AP 8850sda



Phone: (706) 798-3236 Fax: (706) 798-1551

1501 Aviation Way
Augusta, Georgia • 30906

MEMORANDUM

Date: September 19, 2023

To: Geri Sams, Procurement Director

From: Herbert Judon, Executive Director *HJ*

Re: Letter of Recommendation – JBT Lektro, Inc. #23-202 Towbarless Aircraft Tug

The Airport recommends the award for bid item #23-202 Towbarless Aircraft Tug to JBT Lektro, Inc. for \$136,437.00. JBT Lektro Inc. was the only compliant proponent.

Please feel free to contact me with any questions or concerns you may have.

REYNOLDS-WARREN EQUIPMENT CO INC 2023-07-28	bboire@reynoldswarren.com Boire, Brian	N	NOM
REYNOLDS-WARREN EQUIPMENT CO INC 2023-07-28	brian@reynoldswarren.com MEISSEN, BRIAN		
REYNOLDS-WARREN EQUIPMENT CO INC 2023-07-28	dan@reynoldswarren.com Dwyer, Dan		
RONALD B ADAMS ENT INC 2023-07-28	hondaofstatesboro@hotmail.com HONDAOFSTATESBORO, HONDAOFSTATESBORO	N	NOM
SNEAD AG SUPPLY 2023-07-28	kclark@sneadag.com Clark, Kenneth	N	NOM
STANDARD AERO 2023-07-28	scott.kern@standardaero.com SSPECIALK, SSPECIALK	N	NOM
TECHNICAL LABORATORY ASSOCIATES INC 2023-07-28	rweaver01@bellsouth.net TECHALBS, TECHALBS	N	NOM
TEXTRON INC 2023-07-28	VFERREIRA@TEXTRON.COM VFERREIRA, VFERREIRA	N	NOM
TEXTRON INC 2023-07-28	bbooz@textron.com Booz, Brittney		
THE STANLEY WORKS/STANLEY ACCESS TECHNOL 2023-07-28	joe.wise@sbdinc.com JWISE, JWISE	Y	NAA
TIFCO INDUSTRIES 2023-07-28	miksanders@bellsouth.net Sanders, Mike	N	NOM

ETHNIC GROUP	COUNT
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African American	1
Asian American	0
Native American	1
Hispanic/Latino	0
Pacific Island/American	0
Non Minority	23
Not Classified	0
Total Number of Vendors	25
Total Number of Contacts	67

PR_bid_email_list

JBT/LEKTRO INC.
ATTN: DALE HICKS
1190 S.E. FLIGHTLINE DR.
WARRENTON, OR 97146

PILOT JOHN INTERNATIONAL
ATTN: THOMAS GRIMES
1905 TURNBURY DR.
GREENVILLE, NC 27858

DALE HICKS- K2EQ INC.
PO BOX 72911
MARIETTA, GA 3007

EAGLE TUGS
1 AIR CARGO PARKWAY EAST
SWANTON, OH 43558

TLD GROUP
10773 NW 58TH ST., SUITE 297
DORAL, FL 33178

TEXTRON GSE
41 BUSCH DRIVE NE, SUITE 100
CARTERSVILLE, GA 30121

Herbert Judon
Augusta Regional Airport

Kenneth Hinkle
Augusta Regional Airport

Bid Item #23-202 Towbarless Aircraft Tug
for Augusta, GA – Augusta Regional
Airport
DUE: Friday, September 1, 2023 @ 11:00
a.m.

Bid Item #23-202 Towbarless Aircraft Tug
for Augusta, GA – Augusta Regional Airport
MAIL: Thursday, July 27, 2023

Planholders

Add Supplier

Export To Excel

Supplier (3)

Supplier 

Download Date

A3 Systems Corporation

07/31/2023

Dodge Data

07/29/2023

Onvia, Inc. - Content Department

07/28/2023

Add Supplier

Supplier Details

Supplier Name	A3 Systems Corporation
Contact Name	Aubrey Hinds
Address	2101 Old Bermuda Hundred Road Chester, VA 23836, Chester, VA 23836
Email	aubrey.hinds@a3scorp.com
Phone Number	804-384-9596
Self Declarations	Small Business, Veteran Owned

Documents

Filename	Type	Action
23-202_ITB	Bid Document / Specifications	View History



Commission Meeting

November 21, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Budget Amendment for Aircraft Fuel Expense	
Presenter:	Herbert Judon	
Caption:	Motion to approve increasing the Augusta Regional Airport 2023 budget in the amount of \$1,000,000 for October, November, and December aircraft fuel expense. (Approved by Public Services Committee November 14, 2023)	
Background:	<p>After undergoing challenges amid the COVID-19 pandemic in 2020 and 2021, Augusta Regional Airport (AGS) operating revenues continued increasing during 2023. September 30, 2023 year-to-date total operating revenue was \$19 million, exceeded September 30, 2019 year-to-date total operating revenue by \$6 million or by 41%.</p> <p>The increase is significant, especially in aircraft fuel sales. The sales peaked during the week of the Masters Tournament. In addition, demands from Department of Defense (DoD) customers were higher than anticipated.</p> <p>Increased demand naturally resulted in increased aircraft fuel expense. September 30, 2023 year-to-date expense already totaled \$3 million out of \$3.1 million of the annual budget. AGS has become in need of funding October-December 2023 aircraft fuel expenses without breaching budgetary control.</p>	
Analysis:	<p>The increase is significant, especially in aircraft fuel sales. The sales peaked during the week of the Masters Tournament. In addition, demands from Department of Defense (DoD) customers were higher than anticipated.</p> <p>Increased demand naturally resulted in increased aircraft fuel expense. September 30, 2023 year-to-date expense already totaled \$3 million out of \$3.1 million of the annual budget. AGS has become in need of funding October-December 2023 aircraft fuel expenses without breaching budgetary control.</p>	
Financial Impact:	The projected expense from October through December 2022 is \$1,000,000.	
Alternatives:	To deny.	
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on October 26, 2023.	
Funds are available in the following accounts:	551000000-3492117	\$1,000,000
	551081106-5315120	\$1,000,000
<u>REVIEWED AND APPROVED BY:</u>	N/A	

AUGUSTA, GEORGIA
Budget to Actual Figures

Item 14.

Ledger: GL
Fiscal Year: 2023 As Of: 10/24/2023

Budget: PE

Ke	Title	Director	Select Code:		
551081106	Aircraft Services	JUDON			
Object	Description	Budget	Actual	Encumbrance	Balance
5315120	AvJet Fuel	3,000,000.00	2,870,438.11	0.00	129,561.89
5315121	100LL Fuel	120,000.00	123,314.42	0.00	(3,314.42)
	Total Revenue	0.00	0.00	0.00	0.00
	Total Expense	3,120,000.00	2,993,752.53	0.00	126,247.47
	Grand Total Revenue	0.00	0.00	0.00	0.00
	Grand Total Expense	3,120,000.00	2,993,752.53	0.00	126,247.47
	Grand Totals (Revenue - Expense)	(3,120,000.00)	(2,993,752.53)	0.00	126,247.47



Commission Meeting

November 21, 2023

Item Name: GDOT Transit Trust Fund Grant Program (TTFP)

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: Motion to **approve** a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program. (**Approved by Public Services Committee November 14, 2023**)

Background: The Georgia Department of Transportation Division of Intermodal (GDOT) Transit Trust Fund Program (TTFP) is designed to enhance Georgia's transit network by providing state funding for transit projects. The Transit Trust Fund Program (TTFP) is administered by GDOT and uses a population-based formula, based on 2020 Census data, to distribute state funding to Georgia's counties with existing transit service to further support public transportation across the state. TTFP funding is distributed to the agencies that provide public transportation for these counties. The grant is for a two (2) year period and funds are subject to annual appropriation and not guaranteed every year.

The GDOT Transit Trust Fund Program (TTFP) is funded by the Transit Trust Fund (TTF). During the 2020 legislative session, the Georgia General Assembly passed HB 105 (as codified at O.C.G.A. § 48-13-140) establishing fees on for-hire ground transport service, intended to fund transit projects within the State. During the 2021 legislative session, the Georgia General Assembly passed HB 511 (as codified at O.C.G.A. § 48-13-141) establishing the Georgia TTF as a separate fund in the State Treasury, with annual appropriations of for-hire ground transportation fees. The GDOT Commissioner is the trustee of the Georgia Transit Trust Fund.

Subsequently, in the FY2024 Budget, funds were appropriated to the GDOT TTF, to be dedicated for use by one or more transit providers to fund transit projects. The funds allocated by GDOT to the TTFP represent the balance remaining after GDOT (i) retains matching funds for FTA programs it administers (specifically FTA formula grant programs governed by 49 U.S.C. §§ 5303, 5304, 5307, 5311, and 5339), and for select Intermodal TTF projects, and (ii) coordinates with the Atlanta-region Transit Link Authority (The ATL) regarding directed appropriations.

Analysis: Augusta Transit has been awarded \$277,535 through the GDOT Transit Trust Fund Program for the purchase of capital items. These funds will allow Transit to purchase surveillance/security equipment, storage units, shop equipment, ADP Hardware/Software.

Financial Impact: This grant is 100% funding. Federal \$277,535 State \$0.00 Local \$0.00
Grand Total **\$277,535.00**

Alternatives: Deny request.

Recommendation: Approve submission of the grant application.

Funds are N/A
available in the
following
accounts:

REVIEWED N/A
AND
APPROVED BY:

**GEORGIA DEPARTMENT OF TRANSPORTATION ("GDOT")
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2024 APPLICATION**

TRANSIT AGENCY AFFIDAVIT AND CERTIFICATION

I, Sharon Dottery (Name), the Transit Director (Title),

on behalf of August Transit (Transit Agency), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. The Transit Agency swears and certifies that it has read and understands the Transit Trust Fund Program ("TTFP") General Guidelines and that it has complied with and will comply with the same.

The Transit Agency further swears and certifies that it has read and understands the provisions set forth in 2 CFR 200; Federal Transit Administration (FTA) Circular 5010.1E, Award Management; 9030.1E, Urbanized Area Formula Program; 9040.1G, Formula Grants for Rural Areas; 4220.1F, Third Party Contracting Guidance; the FTA Master Agreement; applicable portions of Federal Acquisition Regulations (FAR), including subpart 31.6; and Official Code of Georgia (O.C.G.A) §§ 32-9-1 through 32-9-3, 32-9-5, 32-9-9 through 32-9-11, 40-2-151.1, and 48-13-140 through 48-13-144.

Eligibility for TTFP funding mirrors FTA requirements. As required by federal financial management principles and outlined in the GDOT Transit Program Financial Management Oversight Manual, maintaining effective control and accountability for all TTFP and federal funds, property, and other assets is required. Each recipient of FTA funds is required to sign and comply with the annual FTA Certifications and Assurances. All TTFP recipients are issued a contract or Memorandum of Agreement (MOA) that includes specific reporting and compliance requirements.

Further, the Transit Agency shall be responsible for any claim, damage, loss, or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work, and other services furnished by or on behalf of the Transit Agency according to this Application ("Loss"). To the extent provided by law, the Transit Agency further agrees to hold harmless and indemnify GDOT and the State of Georgia from all suits or claims that may arise from said Loss.

If the Transit Agency fails to comply with the TTFP General Guidelines or fails to comply with its Application and Certification or fails to cooperate with the auditor(s), or fails to maintain and retain sufficient records, then GDOT may, at its discretion, prohibit the Transit Agency from participating in the TTFP in the future and may pursue any available legal remedy to obtain reimbursement of the TTFP funds. Furthermore, if in the estimation of GDOT, a transit project shows evidence of failure to participate in the specified tasks, equipment and materials described in the project summary included with its Application, then GDOT may pursue any available legal remedy to obtain reimbursement of the allocated TTFP funds or prohibit Transit Agency from participating in the TTFP until corrections are made to address the deficiencies or reimbursement is made. All projects identified on the project list included with Transit Agency's Application, shall be completed in accordance with all relevant Federal, State, and local laws.

Transit Agency: Augusta Transit

Sharon Dottery (Signature)

Sharon Dottery (Print)
Transit Director

September 28, 2023 (Date)

**GEORGIA DEPARTMENT OF TRANSPORTATION
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2024 APPLICATION**

PROPOSED TRANSIT PROJECT DESCRIPTION

Legal Name of Applicant Organization		Augusta, Georgia
Physical Address		535 Telfair Street, Augusta, GA 30901
Mailing Address		Same
Organization Type		<input checked="" type="checkbox"/> County Government <input checked="" type="checkbox"/> City Government <input type="checkbox"/> Regional Commission <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other (Specify) _____
Authorized Submitter (This should also be the person to whom questions about this application are to be directed)	Name	Sharon Dottery
	Title	Transit Director
	Phone #	706-821-1818
	Email	sdottery@augustaga.gov
E-Verify #		46923
Authorized Official who will Execute the Contract	Name	Garnett L. Johnson
	Title	Mayor
	Phone #	706-821-1831
	Email	garnettjohnson@augustaga.gov
Designated Staff Person who will Affix the Government's Seal	Name	Lena Bonner
	Title	Clerk of Commission
	Phone #	706-821-1820
	Email	lbonner@augustaga.gov
Designated Notary who will Notarize the Executing and Attesting Officials' Signatures	Name	Nancy Morawski
	Title	Deputy Clerk of Commission
	Phone #	706-821-1820
	Email	mmorawski@augustaga.gov

Type of proposed TTFP project:	<input type="checkbox"/> Operating <input checked="" type="checkbox"/> Capital
Project Description: <ul style="list-style-type: none"> Describe the proposed TTFP eligible transit project(s). Indicate how the project complies with FTA requirements. Limit project description to two (2) pages. 	Eligible Projects: This application will utilize these funds to purchase Surveillance/Security Equipment, (passenger safety) Storage Facility, (staff safety and efficiency) Shop Equipment (Staff safety when working on vehicles above ground) and ADP Hardware/Software (Staff efficiency, tracking of vehicles. All purchases will be under FTA Cir. 42250.1F guidance and local procurement rules.
Provide details certifying that TTFP funds will be additive and not supplant existing funds:	The Transit Trust Fund Program (TTFP) funds will be additional funding used to purchase/replace a much-needed Utility vehicle that has met its useful life. See attached Award Summary.

PROPOSED PROJECT BUDGET

Provide a detailed project budget in the applicable columns/rows in the table below. TTFP funds must be additive and not supplant existing funds. Please double-click in the table to enter data in highlighted cells.

Proposed Project Budget		Proposed Project Funds by Source			TOTAL
Item	Description	TTFP Funds	Local Funds	FTA Funds	Total Cost
1	Surveillance/Security Equip	\$ 89,535.00	\$ -	\$ -	\$ 89,535.00
2	Storage Facility	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
3	Shop Equipment	\$ 40,000.00		\$ -	\$ 40,000.00
4	ADP Hardware	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00
5	ADP Software	\$ 73,000.00	\$ -	\$ -	\$ 73,000.00
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
Total Proposed Budget		\$ 277,535.00	\$ -	\$ -	\$ 277,535.00

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

PR000463 TRANSIT FY2024 GDOT TRANSIT TRUST FUND PROGRAM GRANT
FY2024 Transit Trust Fund Program Grant (TTFP) between the Georgia Department of Transportation (GDOT) and Augusta, Georgia.
Matching Funding required: No, 100% Funding, EEO Required: No / EEO Dept. Notified: No

Start Date: 01/01/2024 End Date: 12/31/2026
Submit Date: 10/03/2023 Department: 091 Transit Cash Match? N
Total Budgeted Amount: 277,535.00 Total Funding Agency: 277,535.00 Total Cash Match: 0.00

Sponsor: GM0006 GDOT
Sponsor Type: S State
Purpose: 20 Public Transit
Flow Thru ID:

Type	ID	Name	Contacts	Phone
I	GMI015	Dottery, Sharon		(706)821-1818

Approvals

Type	By	Date	Dept. Signature:	Grant Coordinator Signature:
FA	S. DOTTERY	10/03/2023	<i>Sharon Dottery</i>	<i>M. H. C. 10/25/2023</i>

- 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

Donna Williams 10-25-2023
Finance Director Date

- 2.) I have reviewed the Grant application and enclosed materials and:
☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Therese 10/26/23
Administrator Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



Commission Meeting

November 21, 2023

Item Name: 5307 FTA Grant Application

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: Motion to **approve** the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. (**Approved by Public Services Committee November 14, 2023**)

Background: Augusta Transit (AT) has been apportioned \$5,346,144 for capital and operations cost. The following capital items to be purchased; Buy Replacement Van, and Acquisition of Fare Boxes.

Analysis: The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.

Financial Impact: The funding for this application is 80% Federal and 20% Local Capital and 50% Federal and 50% Local Operations. The allocated funding breakdown is:

<u>Funding Source</u>	<u>Total</u>	<u>Split</u>	<u>Federal</u>	<u>Local</u>
FTA Grant GA-2016-2023-2 - Capital	\$ 843,750	80/20	\$ 675,000	\$ 168,750
FTA Grant GA-2016-2023-2 – Operations	\$4,502,394	50/50	\$2,251,197	\$2,251,197
Total Grant	\$5,346,144			

Alternatives: 1). Approve the grant apportionment so that projects for Augusta Transit can move forward.
2). If you do not approve this grant, APT will lose the money.

Recommendation: Approve the submission of this grant application.

Funds are available in the following accounts: Org key 547091232 in 2024 budget.

REVIEWED N/A

AND

APPROVED BY:

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	2016-2023-5
Temporary Application Number	2016-2023-5
Award Name	FY2022 5307 CAPITAL/OPERATING ASSISTANCE GRANT
Application Status	In-Progress
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	3/30/2028
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 TELFAIR ST	AUGUSTA	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

Union Information

Union Name	NONE
Address 1	
Address 2	

City
 State
 Zipcode
 Contact Name NONE
 Telephone
 Fax
 E-mail
 Website

Part 2: Application Information

Title: FY2022 5307 CAPITAL/OPERATING ASSISTANCE GRANT

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-5	In-Progress	Grant	Region 4	9/15/2023	9/15/2023	No

Application Executive Summary

This FY2022 application is to request 5307 funds apportioned to the UZA(s)130000 and 13950 in the amount of \$2,926,197, Nonfederal share is \$168,750 from Local funds. Augusta Transit is requesting to use \$2,251,197 for operating expenses with a 50% Local match of \$2,251,197. This application utilizes funding for capital expenses, i.e., ADA replacement vehicles and fareboxes. The application scope of work includes ADA replacement vehicles, and Fareboxes.

Augusta Transit will ensure that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.

Augusta Transit will check the current listing of Transit Vehicle Manufacturers (TVM) (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>) to ensure each is listed as a certified TVM in compliance with FTA regulations.

Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

Frequency of Milestone Progress Reports (MPR)

No Selection Made

Frequency of Federal Financial Reports (FFR)

No Selection Made

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

No Selection Made

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

The purpose of this grant is to support Transits efforts in improving the ridership experience by replacing vehicles that have met their useful life, updating security equipment, training of staff and maintain tires on the buses and engine rebuilds/rehab to take care of the buses.

Activities to be performed:

Funds will be used to purchase/acquire new equipment, replace old equipment and vans.

Expected outcomes:

These improvements to the vehicles and replacing outdated fareboxes will improve transits ridership experience by making them feel safe, comfortable with their transportation.

Intended beneficiaries:

Transit ridership and future transit riders.

Subrecipient Activities:

N/A

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,926,197
Local			\$2,419,947
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$5,346,144

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-5-P1	111-00 (111-) BUS - ROLLING STOCK	\$250,000.00	\$62,500.00	\$312,500.00	2
2016-2023-5-P1	11.12.15 BUY REPLACEMENT VAN	\$250,000.00	\$62,500.00	\$312,500.00	2
2016-2023-5-P1	114-00 (114-) BUS: SUPPORT EQUIP AND FACILITIES	\$425,000.00	\$106,250.00	\$531,250.00	6
2016-2023-5-P1	11.42.10 ACQUIRE - MOBILE FARE COLL EQUIP	\$425,000.00	\$106,250.00	\$531,250.00	6
2016-2023-5-P1	300-00 (300-) OPERATING ASSISTANCE	\$2,251,197.00	\$2,251,197.00	\$4,502,394.00	0
2016-2023-5-P1	30.09.01 UP TO 50% FEDERAL SHARE	\$2,251,197.00	\$2,251,197.00	\$4,502,394.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: FY2022 5307 Capital/Operating Assistance Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-5-P1	2016-2023-5-P1	9/15/2023	1/1/2023	3/30/2025

Project Description

This project contains three (3)ALIs to aid and assist Augusta Transit in its operations. The funds will be used for capital purchases and expenses such as ADA replacement vehicles, fareboxes, and operating expenses. All purchases will be separate contracts.

Project Benefits

These improvements to the vehicles and replacing outdated fareboxes will improve transit's ridership experience by making them feel safe, comfortable with their transportation.

Additional Information

Augusta Transit strives to enhance its image in the community and provide safe, efficient, and reliable transportation service. By working to improve the correlation between service levels and current

demand, service should increase.

Location Description

Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A & B) designed for all buses maintenance services, operations, and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room, training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay. Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces, 4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

Program Plan Information

STIP/TIP

Date: 5/18/2023

Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,926,197

Local	\$2,419,947
Local/In-Kind	\$0
State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$5,346,144

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-111- 2023-5-00 P1 (111-)	BUS - ROLLING STOCK	\$250,000.00	\$62,500.00	\$312,500.00	2
2016- 2023-5- P1	11.12.15 BUY REPLACEMENT VAN	\$250,000.00	\$62,500.00	\$312,500.00	2
2016-114- 2023-5-00 P1 (114-)	BUS: SUPPORT EQUIP AND FACILITIES	\$425,000.00	\$106,250.00	\$531,250.00	6
2016- 2023-5- P1	11.42.10 ACQUIRE - MOBILE FARE COLL EQUIP	\$425,000.00	\$106,250.00	\$531,250.00	6
2016-300- 2023-5-00 P1 (300-)	OPERATING ASSISTANCE	\$2,251,197.00	\$2,251,197.00	\$4,502,394.00	0
2016- 2023-5- P1	30.09.01 UP TO 50% FEDERAL SHARE	\$2,251,197.00	\$2,251,197.00	\$4,502,394.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description

This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2023 -December 30, 2023.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,251,197
Local			\$2,251,197
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,502,394

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2023	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2023 -December 30, 2023.
End Date	12/31/2023	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2023 -December 30,2023.

Budget Activity Line Item: 11.42.10 - ACQUIRE - MOBILE FARE COLL EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.10	ACQUIRE - MOBILE FARE COLL EQUIP	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	6

Extended Budget Description

Bus fare collection equipment to be used for passengers to purchase bus passes. The new fareboxes will have a useful life of at least 10 years.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$425,000
Local			\$106,250
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0

Total Eligible Cost	\$531,250
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Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	RFP/ITB preparation.
End Date	12/31/2024	Project completion
Contract Complete	3/30/2025	Project closeout.

Budget Activity Line Item: 11.12.15 - BUY REPLACEMENT VAN

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.15	BUY REPLACEMENT VAN	BUY REPLACEMENTS - CAPITAL BUS	2

Extended Budget Description

Purchase two (2) ADA van to replace van 1607 that has met its useful life. The new van will have a useful life of at least five (5) years or an accumulation of at least 150,000 miles.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	22'

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$250,000
Local			\$62,500
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$312,500

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	1/24/2024	Purchase two (2)ADA vehicles replacing vans, 1604 and 1608.
Contract Award Date	2/29/2024	Contract awarded.
Initial Delivery Date	5/17/2024	Initial Expenditure:May 17, 2024, vehicles delivered and inspected.
Final Delivery Date	5/17/2024	Initial Expenditure: May 17, 2024, vehicles delivered and inspected and finalized.

Contract Completion Date	7/31/2024	Project Closeout: July 31, 2024.
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Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.15	BUY REPLACEMENT VAN	2	\$250,000.00	\$312,500.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.10	ACQUIRE - MOBILE FARE COLL EQUIP	6	\$425,000.00	\$531,250.00

Finding: Class II(c) - Categorical Exclusions (C-List)
Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	\$2,251,197.00	\$4,502,394.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

7/18/16: APT has received 3 new 40' Gillig Buses. Numbers 1601, 1602 and 1603.

Five (5) vehicles will be replaced.

12/29/20: AT will be placing an order for 4 new Gillig Buses. Two 30' and two 35" Diesel Engines. Replacing 4 Fixed Route vehicles that have met their useful life.

9/12/23: AT has received 6 new buses. 2301, 2302, 2303, 2304, 2305, 2306.

	Current Value
I. Active Fleet	

	A. Peak Requirement	12
	B. Spares	4
	C. Total (A+B)	16
	D. Spare Ratio (B/A)	33.33%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	1
	C. Total (A+B)	1
III.	Total (I.C and II.C)	17

Fleet Type: Paratransit

Fleet Comments

7/18/16: APT has received 5 new Para-transit vehicles. 1604, 1605, 1606, 1607 and 1608
Replaced: 9001, 9002, 9003, 9006 and 9007

Three (3) Paratransit vehicles will be replaced: 9004, 9005 and 9008.

12/29/20: AT will be placing an order for 3 new cut-a-ways for the ADA Para-transit services. Transit will transition from the Diesel Engines to Gasoline. Replacing 3 cut-a-ways vehicles that have met their useful life.

9/12/23: AT has received 4 new Cutaways. 2309, 2310, 2311, and 2312.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	7
	B. Spares	1
	C. Total (A+B)	8
	D. Spare Ratio (B/A)	14.29%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	8

Part 5: FTA Review Comments

There are no review comments to display at this time.

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

PR000456 TRANSIT FY2022 Capital/Operating Assistance Grant *547091232*
 FY2022 5307 *sect 5307*

REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING:
 REHAB/REBUILD - BUY REPLACEMENT CAPITAL VANS, EDUCATION/TRAINING Local match 20% on Capital project:
 \$168,750.00 Local match 50% on operation: \$4,502,394.00 EEO required (Y/N): Yes. EEO Department Notified: Yes

Start Date: 01/01/2024

End Date: 03/30/2030

Submit Date: 09/18/2023

Department: 091

Transit

Cash Match?

Y

Total Budgeted Amount: 5,346,144.00

Total Funding Agency:

2,926,197.00

Total Cash Match: 2,419,947.00

Sponsor: GM0005

Fed Transit Adm

Sponsor Type: F

Federal

Purpose: 20

Public Transit

Flow Thru ID:

Contacts

Type	ID	Name	Phone
I	GMI015	Dottery, Sharon	(706)821-1818

Approvals

Type	By	Date
FA	S. DOTTERY	09/18/2023

Dept. Signature: *Sharon Dottery*

Grant Coordinator Signature: *WTC 9/19/2023*

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

Deputy *[Signature]*
Finance Director

9/20/2023
Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

[Signature]
Administrator

9/21/23
Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



Meeting Name: Public Services

Meeting Date: October 31, 2023

Item Name: 5339 FTA GRANT APPLICATION

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to approve the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.

Background: Augusta Transit (AT) has been apportioned \$282,886 to purchase the following capital items, Acquire Mobile Surveillance/Security Equipment, and Miscellaneous Equipment.

Analysis: The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.

Financial Impact: The funding for this application is 80% Federal \$226,309 and 20% Local \$56,577. The allocated funding breakdown is:

<u>Funding Source</u>	<u>Total</u>	<u>Split</u>	<u>Federal</u>	<u>Local</u>
FTA Grant 2016-2023-4	\$282,886	80/20	\$226,309	\$56,577

Alternatives: 1). Approve the awarded grant so that projects for Augusta Transit can move forward.
2). If you do not approve this grant application, APT will lose the money.

Recommendation: Approve the submission of this grant application.

Funds are available in the following accounts: Org key 547091231 in 2024 budget.

REVIEWED N/A
AND
APPROVED BY:

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

PR000457 TRANSIT FY2021 5339 CAPTIAL GRANT

547091231

REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING: LEASE ASSOCIATED CAPITAL - TIRES Local match 20% on Capital project: \$56,577.00 EEO required (Y/N): No. EEO Department Notified: No.

Start Date: 01/01/2024

End Date: 03/30/2030

Submit Date: 09/18/2023

Department: 091

Transit

Cash Match?

Y

Total Budgeted Amount: 282,886.00

Total Funding Agency:

226,309.00

Total Cash Match: 56,577.00

Sponsor: GM0005

Fed Transit Adm

Sponsor Type: F

Federal

Purpose: 20

Public Transit

Flow Thru ID:

Contacts

Type	ID	Name	Phone
I	GMI015	Dottery, Sharon	(706)821-1818

Approvals

Type	By	Date
FA	S. DOTTERY	09/18/2023

Dept. Signature:

Grant Coordinator Signature:

Sharon Dottery
MSJ @ 9/19/2023

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

9/20/2023

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

9/21/23

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.

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	2016-2023-4
Temporary Application Number	2016-2023-4
Award Name	FY2021 5339 Bus and Bus Facilities Formula Capital Grant
Application Status	Transmitted / Ready for FTA Review
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	12/31/2027
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 TELFAIR ST	AUGUSTA	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

Union Information

Union Name	NONE
Address 1	
Address 2	

City
 State
 Zipcode
 Contact Name NONE
 Telephone
 Fax
 E-mail
 Website

Part 2: Application Information

Title: FY2021 5339 Bus and Bus Facilities Formula Capital Grant

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-4	Transmitted / Ready for FTA Review	Grant	Region 4	9/14/2023	9/14/2023	No

Application Executive Summary

This FY2021 application is to request 5339 funds apportioned to the UZA(s)130000 and 13950 in the amount of \$226,309, Nonfederal share is 56,577 from Local funds. This application utilizes funding for capital expenses, i.e., tire leasing. The application scope of work includes leasing tires for Fixed Route and ADA including support vehicles.

Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance) and Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

Frequency of Milestone Progress Reports (MPR)

No Selection Made

Frequency of Federal Financial Reports (FFR)

No Selection Made

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

No Selection Made

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

The purpose of this grant is to support Transits efforts in improving the ridership experience by changing,checking, and maintaining tires on the buses.

Activities to be performed:

Funds will be used to lease new tires for Fixed Route, ADA Paratransit and Support Vehicles.

Expected outcomes:

These improvements to the vehicles with the tire lease will improve transits ridership experience by making them feel safe, comfortable with their transportation.

Intended beneficiaries:

Transit ridership and future transit riders.

Subrecipient Activities:

N/A

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818
	gabrielle.gusmerotti@dot.gov	General Engineer		
	nicole.t.finley@dot.gov	Community Planner		

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$226,309
Local			\$56,577
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$282,886

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
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2016-2023-4-P1	111-00 (111-)	BUS - ROLLING STOCK	\$226,309.00	\$56,577.00	\$282,886.00	0
2016-2023-4-P1	11.16.40	LEASE ASSOC CAP MAINT ITEMS	\$226,309.00	\$56,577.00	\$282,886.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

Part 3: Project Information

Project Title: FY2021 5339 Bus and Bus Facilities Formula Capital Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-4-P1	2016-2023-4-P1	9/14/2023	1/1/2024	12/31/2025

Project Description

This project contains one (1)ALI to aid and assist Augusta Transit in its operations. The funds will be used for lease-associated capital maintenance for the Tire lease contract.

Project Benefits

These improvements to vehicle safety will improve transit's ridership experience by making them feel safe, and comfortable with their transportation.

Additional Information

Augusta Transit strives to enhance its image in the community and provide safe, efficient, and reliable transportation service. By working to improve the correlation between service levels and current demand, service should increase.

Location Description

Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A & B) designed for all buses maintenance services, operations, and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room, training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay. Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces, 4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

Program Plan Information

STIP/TIP

Date: 5/18/2023

Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$226,309
Local			\$56,577
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$282,886

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity

2016-2023-4-P1	111-00 (111-)	BUS - ROLLING STOCK	\$226,309.00	\$56,577.00	\$282,886.00	0
2016-2023-4-P1		11.16.40 LEASE ASSOC CAP MAINT ITEMS	\$226,309.00	\$56,577.00	\$282,886.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.16.40 - LEASE ASSOC CAP MAINT ITEMS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.16.40	LEASE ASSOC CAP MAINT ITEMS	LEASE - REPLACEMENT - CAPITAL BUS	0

Extended Budget Description

This line activity will be used to pay for a Tire Leasing Contract.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$226,309
Local			\$56,577
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$282,886

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	1/1/2024	RFP/IFB Issued.
Contract Award Date	3/25/2024	Contract awarded to successful bidder.
Initial Delivery Date	5/27/2024	Initial expenditure: May 27, 2024.
Final Delivery Date	5/31/2025	Final expenditure: May 30, 2025.
Contract Completion Date	12/31/2025	Project closeout: December 31, 2025.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.16.40	LEASE ASSOC CAP MAINT ITEMS	0	\$226,309.00	\$282,886.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

7/18/16: APT has received 3 new 40' Gillig Buses. Numbers 1601, 1602 and 1603.

Five (5) vehicles will be replaced.

12/29/20: AT will be placing an order for 4 new Gillig Buses. Two 30' and two 35" Diesel Engines. Replacing 4 Fixed Route vehicles that have met their useful life.

9/12/23: AT has received 6 new buses. 2301, 2302, 2303, 2304, 2305, 2306.

	Current Value
I. Active Fleet	
A. Peak Requirement	12
B. Spares	4
C. Total (A+B)	16
D. Spare Ratio (B/A)	33.33%

II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	1
	C. Total (A+B)	1
III.	Total (I.C and II.C)	17

Fleet Type: Paratransit

Fleet Comments

7/18/16: APT has received 5 new Para-transit vehicles. 1604, 1605, 1606, 1607 and 1608
Replaced: 9001, 9002, 9003, 9006 and 9007

Three (3) Paratransit vehicles will be replaced: 9004, 9005 and 9008.

12/29/20: AT will be placing an order for 3 new cut-a-ways for the ADA Para-transit services. Transit will transition from the Diesel Engines to Gasoline. Replacing 3 cut-a-ways vehicles that have met their useful life.

9/12/23: AT has received 4 new Cutaways. 2309, 2310, 2311, and 2312.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	7
	B. Spares	1
	C. Total (A+B)	8
	D. Spare Ratio (B/A)	14.29%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	8

Part 5: FTA Review Comments

There are no review comments to display at this time.



Commission Meeting

November 21, 2023

Item Name: 5307 FTA Grant Application

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: Motion to **approve** the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. (**Approved by Public Services Committee November 14, 2023**)

Background: Augusta Transit (AT) has been apportioned \$4,258,904 for capital and operations cost. The following capital items to be purchased; Rehab/Rebuild, Buy Replacement Van, Education/Training.

Analysis: The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.

Financial Impact: The funding for this application is 80% Federal and 20% Local Capital and 50% Federal and 50% Local Operations. The allocated funding breakdown is:

<u>Funding Source</u>	<u>Total</u>	<u>Split</u>	<u>Federal</u>	<u>Local</u>
FTA Grant GA-2016-2023-2 - Capital	\$ 458,904	80/20	\$367,123	\$91,781
FTA Grant GA-2016-2023-2 – Operations	\$3,800,000	50/50	\$1,900,000	\$1,900,000
Total Grant	\$4,258,904			

Alternatives: 1). Approve the grant apportionment so that projects for Augusta Transit can move forward.
2). If you do not approve this grant, APT will lose the money.

Recommendation: Approve the submission of this grant application.

Funds are available in the following accounts: Org key 547091230 in 2024 budget.

REVIEWED N/A

AND

APPROVED BY:

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	2016-2023-2
Temporary Application Number	2016-2023-2
Award Name	FY2021 Capital/Operating Assistance Grant
Application Status	Transmitted / Ready for FTA Review
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	3/30/2030
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 Telfair St	Augusta	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

Union Information

Union Name	NONE
Address 1	
Address 2	

City	
State	
Zipcode	
Contact Name	NONE
Telephone	
Fax	
E-mail	
Website	

Part 2: Application Information

Title: FY2021 Capital/Operating Assistance Grant

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-2	Transmitted / Ready for FTA Review	Grant	Region 4	9/7/2023	9/7/2023	No

Application Executive Summary

This FY2021 application is to request 5307 funds apportioned to the UZA(s) 130000 and 139540 in the amount of \$2,267,123, Nonfederal share is \$367,123 for capital purchases and Augusta Transit is requesting to use \$1,900,000 for operating expenses with a 50% Local match of \$1,900,000 from Local share. This application utilizes funding for Rehab/Rebuild of engines and transmissions, ADA Vehicle, Education and Training and operational expenses.

Augusta Transit will ensure that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.

Augusta Transit will check the current listing of Transit Vehicle Manufacturers (TVM) (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>) to ensure each is listed as a certified TVM in compliance with FTA regulations.

Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

Frequency of Milestone Progress Reports (MPR)

No Selection Made

Frequency of Federal Financial Reports (FFR)

No Selection Made

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

No Selection Made

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

The purpose of this grant is to support Transits efforts in improving the ridership experience by replacing vehicles that have met their useful life, updating security equipment, training of staff and maintain tires on the buses and engine rebuilds/rehab to take care of the buses.

Activities to be performed:

Funds will be used to purchase/acquire new equipment, replace old equipment and van that has met its useful life.

Expected outcomes:

These improvements to the vehicle, security, training, engine repairs and tire leases will improve transits ridership experience by making them feel safe, comfortable with their ride and the staff will receive necessary training to maintain and improve on industry standards as we are broaching on new technologies to operate transit.

Intended beneficiaries:

Transit ridership and future transit riders.

Subrecipient Activities:

N/A

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818
	gabrielle.gusmerotti@dot.gov	General Engineer		
	nicole.t.finley@dot.gov	Community Planner		

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,267,123
Local			\$1,991,781
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,258,904

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-2-P2	111-00 (111-) BUS - ROLLING STOCK	\$325,000.00	\$81,250.00	\$406,250.00	1
2016-2023-2-P2	11.12.15 BUY REPLACEMENT VAN	\$125,000.00	\$31,250.00	\$156,250.00	1
2016-2023-2-P2	11.14.40 REHAB/ REBUILD SPARE PARTS	\$200,000.00	\$50,000.00	\$250,000.00	0
2016-2023-2-P2	117-00 (117-) OTHER CAPITAL ITEMS (BUS)	\$42,123.00	\$10,531.00	\$52,654.00	0
2016-2023-2-P2	11.7D.02 EMPLOYEE EDUCATION/ TRAINING	\$42,123.00	\$10,531.00	\$52,654.00	0

2016-2023-2-P2	300-00 (300-)	OPERATING ASSISTANCE	\$1,900,000.00	\$1,900,000.00	\$3,800,000.00	0
2016-2023-2-P2	30.09.01	UP TO 50% FEDERAL SHARE	\$1,900,000.00	\$1,900,000.00	\$3,800,000.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

Part 3: Project Information

Project Title: FY2021 5307/5339 Capital/Operating Assistance Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-2-P2	2016-2023-2-P2	9/8/2023	1/1/2023	12/31/2025

Project Description

This project contains seven (7) ALIs to aid and assist Augusta Transit in its operations. The funds will be used for capital purchases and expenses such as surveillance and security, lease-associated capital for Tire lease, rehab/rebuild reimbursements of engine and transmission expenses to transit's service provider, operating expenses. All purchases will be separate contracts.

Project Benefits

These improvements to the vehicle, security, training, engine repairs and tire leases will improve transit's ridership experience by making them feel safe, comfortable with their ride and the staff will receive necessary training to maintain and improve on industry standards as we are broaching on new technologies to operate transit.

Additional Information

Augusta Transit strives to enhance its image in the community and provide safe, efficient and reliable transportation service. By working to improve the correlation between service levels and current demand, service should increase.

Location Description

Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A & B) designed for all buses maintenance services, operations, and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room, training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay. Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building

B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces, 4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

Program Plan Information

STIP/TIP

Date: 5/18/2023

Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

UPWP

Date: 6/21/2023

Description: Not Provided

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,267,123
Local			\$1,991,781
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,258,904

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-2-P2	111-00 (111-) BUS - ROLLING STOCK	\$325,000.00	\$81,250.00	\$406,250.00	1
2016-2023-2-P2	11.12.15 BUY REPLACEMENT VAN	\$125,000.00	\$31,250.00	\$156,250.00	1
2016-2023-2-P2	11.14.40 REHAB/ REBUILD SPARE PARTS	\$200,000.00	\$50,000.00	\$250,000.00	0
2016-2023-2-P2	117-00 (117-) OTHER CAPITAL ITEMS (BUS)	\$42,123.00	\$10,531.00	\$52,654.00	0
2016-2023-2-P2	11.7D.02 EMPLOYEE EDUCATION/ TRAINING	\$42,123.00	\$10,531.00	\$52,654.00	0
2016-2023-2-P2	300-00 (300-) OPERATING ASSISTANCE	\$1,900,000.00	\$1,900,000.00	\$3,800,000.00	0
2016-2023-2-P2	30.09.01 UP TO 50% FEDERAL SHARE	\$1,900,000.00	\$1,900,000.00	\$3,800,000.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description

This line activity item will aid in operational cost of Augusta Transit for a period of one year from January 1, 2023 - December 31, 2023.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,900,000

Local	\$1,900,000
Local/In-Kind	\$0
State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$3,800,000

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2023	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2023 - December 31, 2023.
End Date	12/31/2023	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2023 - December 31, 2023.

Budget Activity Line Item: 11.12.15 - BUY REPLACEMENT VAN

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.15	BUY REPLACEMENT VAN	BUY REPLACEMENTS - CAPITAL BUS	1

Extended Budget Description

Purchase one (1) ADA van to replace van 1607 that has met its useful life. The new vans will have a useful life of at least five (5) years or an accumulation of at least 150,000 miles.

Van #1607 Chevy/Bus 6WC GV2994J Year 2016 Vin# 1GB6GUBL3G1317279; 153,480 miles

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	22'

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$125,000
Local			\$31,250
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$156,250

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	1/24/2024	Purchase one (1) ADA vehicles replacing van 1607.
Contract Award Date	2/29/2024	Contract awarded.
Initial Delivery Date	5/17/2024	Initial Expenditure: May 17, 2024, vehicles delivered and inspected.
Final Delivery Date	5/17/2024	Final Expenditure: May 17, 2024, vehicles delivered, inspected and finalized.
Contract Completion Date	7/31/2024	Project Closeout: July 31, 2024.

Budget Activity Line Item: 11.7D.02 - EMPLOYEE EDUCATION/TRAINING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	TRAINING - CAPITAL BUS	0

Extended Budget Description

This is to allow employees of Transit and others who assist Transit to attend conferences and workshops that are Transit related.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$42,123
Local			\$10,531
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$52,654

Milestone Name	Est. Completion Date	Description
----------------	----------------------	-------------

Start Date	1/1/2024	Initial Expenditure: January 1, 2024. This will be used to continue training staff personnel also to attend various meetings and conferences.
End Date	12/31/2025	Final Expenditure: December 31, 2025, this will be used to continue training staff personnel also to attend various meetings and conferences. Project Closeout: December 31, 2025.

Budget Activity Line Item: 11.14.40 - REHAB/REBUILD SPARE PARTS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.14.40	REHAB/REBUILD SPARE PARTS	REHAB/REBUILD - CAPITAL BUS	0

Extended Budget Description

This line activity will be used to rehab/rebuild engines and transmissions. This activity is to fund the purchase of spare parts, engines and transmission rebuilds and rehabs. The service will be performed by a third party. Transit utilizes these funds to reimbursement our Service Provider for the purchase of engines and transmissions based on 80/20 split with the Service Provider paying the 20%.

The vehicles to rehab/rebuild are as follows:

Bus # Make Model Year Mileage Useful

1601 Gillig 40' BTR Plus LF 2016 303,633 5 additional years taken the bus replacement to 2028

1602 Gillig 40' BTR Plus LF 2016 304,915 5 additional years taken the bus replacement to 2028

1603 Gillig 40' BTR Plus LF 2016 310,393 5 additional years taken the bus replacement to 2028

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$200,000
Local			\$50,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$250,000

Milestone Name	Est. Completion Date	Description
----------------	----------------------	-------------

Initial Delivery Date	12/30/2023	Rebuilding engines, transmissions and other major capital expenses. Useful life of 200,000 to 250,000 miles per replacements.
RFP/IFB Issue Date	1/30/2024	Assessment of bus repairs of an older fleet. Rebuilding engines, transmissions and other major capital expenses. Useful life of 200,000 to 250,000 mile per replacements.
Contract Award Date	4/30/2024	Rebuilding engines, transmissions and other major capital expenses. Useful life of 200,000 to 250,000 miles per replacements.
Final Delivery Date	4/30/2025	Rebuilding engines, transmissions and other major capital expenses. Useful life of 200,000 to 250,000 miles per replacements.
Contract Completion Date	8/30/2025	Final Expenditures Contract complete.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.14.40	REHAB/REBUILD SPARE PARTS	0	\$200,000.00	\$250,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project

description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	0	\$42,123.00	\$52,654.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.15	BUY REPLACEMENT VAN	1	\$125,000.00	\$156,250.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an

environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	\$1,900,000.00	\$3,800,000.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

7/18/16: APT has received 3 new 40' Gillig Buses. Numbers 1601, 1602 and 1603.

Five (5) vehicles will be replaced.

12/29/20: AT will be placing an order for 4 new Gillig Buses. Two 30' and two 35" Diesel Engines. Replacing 4 Fixed Route vehicles that have met their useful life.

9/12/23: AT has received 6 new buses. 2301, 2302, 2303, 2304, 2305, 2306.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	12
	B. Spares	4
	C. Total (A+B)	16
	D. Spare Ratio (B/A)	33.33%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	1

	C. Total (A+B)	1
III.	Total (I.C and II.C)	17

Fleet Type: Paratransit

Fleet Comments

7/18/16: APT has received 5 new Para-transit vehicles. 1604, 1605, 1606, 1607 and 1608

Replaced: 9001, 9002, 9003, 9006 and 9007

Three (3) Paratransit vehicles will be replaced: 9004, 9005 and 9008.

12/29/20: AT will be placing an order for 3 new cut-a-ways for the ADA Para-transit services. Transit will transition from the Diesel Engines to Gasoline. Replacing 3 cut-a-ways vehicles that have met their useful life.

9/12/23: AT has received 4 new Cutaways. 2309, 2310, 2311, and 2312.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	7
	B. Spares	1
	C. Total (A+B)	8
	D. Spare Ratio (B/A)	14.29%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	8

Part 5: FTA Review Comments

Application Review Comments

Comment By Nicole Finley

Comment Type Application Details

Date 9/13/2023

1. Attach 5307 Split Letter
 2. This [insert federal fiscal year(s)] application is to request [FTA funding program] funds apportioned to the [insert UZA(s) or STATE NAME] in the amount of [insert amount], Nonfederal share is [insert amount] from [insert source]. This application utilizes funding for [insert brief description of activities, i.e. capital and operating] expenses. The application scope of work includes [provide a list of projects and/or activities].

Additionally, please include:

3. [Recipient NAME] will ensure that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.
4. [Recipient] will check the current listing of Transit Vehicle Manufacturers (TVM) (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>) to ensure each is listed as a certified TVM in compliance with FTA regulations.
5. The Recipient or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).
6. The Recipient or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.
7. In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.
8. 11.42.20
 - Include the extended Budget Description "The agency [Name] does not anticipate the purchase of items over \$5,000 in value at this time. Any items with value over \$5,000 identified during the execution of the activities under this ALI will be included via budget revision (actual value and useful life)."
 - Activities that need a third-party procurement action require a minimum of 3 milestones.
9. 11.32.07
 - Activities that need a third-party procurement action require a minimum of 3 milestones.
10. 11.12.15
 - Recommend rewording as: at least five years or an accumulation of at least 150,000 miles

Application Review Comments

Comment By Nicole Finley

Comment Type Pre-Award Manager Returns Application

Date 9/13/2023

Comment see FTA comments

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

PR000454 TRANSIT FY2021 Capital/Operating Assistance Grant 547091230
 REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING:
 REHAB/REBUILD – BUY REPLACEMENT CAPITAL VANS, EDUCATION/TRAINING Local match 20% on Capital project:
 \$91,781.00 Local match 50% on operation: \$3,800,000.00 EEO required (Y/N): Yes. EEO Department Notified: Yes

Start Date: 01/01/2024

End Date: 03/30/2030

Submit Date: 09/15/2023

Department: 091

Transit

Cash Match?

Y

Total Budgeted Amount: 4,258,904.00

Total Funding Agency:

2,267,123.00

Total Cash Match: 1,991,781.00

Sponsor: GM0005

Fed Transit Adm

Sponsor Type: F

Federal

Purpose: 20

Public Transit

Flow Thru ID:

Contacts

Type	ID	Name	Phone
1	GMI015	Dottery, Sharon	(706)821-1818

Approvals

Type	By	Date
FA	S. DOTTERY	09/15/2023

Dept. Signature: Sharon Dottery

Grant Coordinator Signature: MFC @ 9/19/2023

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

Reputy

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



Commission Meeting

November 21, 2023

MOU

Department:	N/A
Presenter:	N/A
Caption:	Motion to enter into a memorandum of understanding with the Augusta Conventions and Visitors Bureau, Inc. for the implementation of an outdoor urban zipline adventure center on the 5 th Street Bridge along the Augusta Riverwalk. (Approved by Public Services Committee November 14, 2023)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Services Committee Meeting

Meeting Date: November 14, 2023

Motion to enter a memorandum of understanding with the ACVB

Department:	Parks & Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to enter a memorandum of understanding with the Augusta Conventions and Visitors Bureau, Inc. for the implementation of an outdoor urban zipline adventure center on the 5 th Street Bridge along the Augusta Riverwalk.
Background:	Augusta approved \$1,750,000.00 in SPLOST VIII funding for the design and development of an outdoor urban zipline adventure center, a valuable addition to Augusta's engagement in outdoor and tourism activities
Analysis:	The implementation of this project is anticipated to stimulate economic growth in Augusta by promoting benefits of Augusta for tourism, meetings, leisure, and families.
Financial Impact:	The cost for the implementation is budgeted with \$1,750,000. Those funds are available in SPLOST 8 as the 5 th Street Bridge Project.
Alternatives:	<ol style="list-style-type: none"> 1. Move to enter the memorandum. 2. Move to no action
Recommendation:	<ol style="list-style-type: none"> 1. Move to enter the memorandum.
Funds are available in the following accounts:	GL 330-06-1110, 5 th Street Bridge Project
<u>REVIEWED AND APPROVED BY:</u>	N/A

MEMORANDUM OF UNDERSTANDING

BETWEEN

**AUGUSTA, GEORGIA
535 TELFAIR STREET
AUGUSTA, GA 30901
(HEREINAFTER "AUGUSTA")**

AND

**THE AUGUSTA CONVENTION AND VISITORS BUREAU, INC.
1010 BROAD STREET
AUGUSTA, GA 30901
(HEREINAFTER "THE ACVB")**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into effective the ____ day of _____, 2023, by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia ("Augusta") and the AUGUSTA CONVENTION AND VISITORS BUREAU, INC., A Georgia non-profit corporation ("ACVB"), each a "Party" and collectively, the "Parties".

WHEREAS, Augusta desires to stimulate economic growth in Augusta, Georgia and the surrounding area by developing and promoting the benefits and advantages of Augusta, Georgia for conventions, business meetings, trade shows, festivals, film and digital entertainment industry, sporting events, family reunions, large and small gatherings, leisure visitors, and tourism related activities;

WHEREAS, the ACVB is the official destination marketing and management organization for Augusta, tasked with attracting leisure and meeting visitors and fostering visitor product development to enhance the economic growth of the region;

WHEREAS, Augusta approved \$1,750,000.00 in SPLOST VIII funding for the design and development of an outdoor urban zipline adventure center (the "Adventure Center"), a valuable addition to Augusta's engagement in outdoor and tourism activities; and

WHEREAS, Augusta and the ACVB desire to enter into this Memorandum of Understanding in which the Parties will work together to design and develop the Adventure Center.

NOW, THEREFORE, for and in consideration of the mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

the same terms and conditions as the Initial Term, unless positive action is taken by Augusta to terminate this MOU pursuant to the provisions of Section IV(d), hereinbelow.

c. AGGREGATE TERM. The aggregate term of this MOU includes the Initial Term and any Additional Term (the "Term"). The aggregate term of this MOU shall terminate each and every December 31st, unless terminated earlier in accordance with the provisions of Section IV.

IV. SUSPENSION AND/OR TERMINATION.

a. SUSPENSION. To the extent that it does not alter the scope of this MOU, Augusta may unilaterally order a temporary halt of the performance by ACVB under this MOU upon written notice.

b. BUDGETARY TERMINATION. Augusta may unilaterally terminate this MOU, without notice, if, upon the passing of any particular financial year's budget by Augusta, no funds have been specifically allocated to the Adventure Center.

c. TERMINATION WITHOUT CAUSE. Notwithstanding paragraph (a) or (b) of this Section, either party may terminate this MOU at any time without cause by giving at least sixty (60) days prior written notice to the other party.

d. CANCELLATION OF RENEWAL. Either party may elect to cause the contract to be terminated on the last day of its effective date of that particular year with notice to the other party of non-renewal. This non-renewal notice shall require at least ten (10) days' written notice to the other party.

V. MISCELLANEOUS.

a. GOVERNING LAW/VENUE. The laws of the State of Georgia shall govern this MOU with regard to its interpretation and performance, and any other claims related to this MOU. All claims, disputes and other matters in question between Augusta and ACVB arising out of or relating to the MOU, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. ACVB, by executing this MOU, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

b. LEGISLATIVE AUTHORIZATION. ACVB acknowledges that this MOU 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 Augusta-Richmond County Commission and approval of the Mayor. Under Georgia law, ACVB is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of ACVB's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that ACVB may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ACVB agrees that if it provides goods or services to Augusta under a contract that has not received proper

If intended for Augusta:

Office of Mayor
Attn: Garnett L. Johnson
535 Telfair St. Suite 200
Augusta, GA 30901

Copy:

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

Augusta Parks & Recreation Department
Attn: Director Maurice McDowell
2027 Lumpkin Road
Augusta, GA 30906

g. SEVERABILITY. If any term or provision of this MOU is held invalid or unenforceable, the remainder of this MOU will be considered valid and enforceable to the fullest extent permitted by law.

h. NO THIRD PARTY BENEFICIARIES. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than ACVB and Augusta; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, next of kin, employer, prospective employer, or any other third party.

i. INDEPENDENT CONTRACTOR. ACVB is not a political subdivision, agency or instrumentality of Augusta or the State of Georgia, and the relationship of ACVB to Augusta is that of independent contractor for all Services performed pursuant to this MOU. ACVB shall have exclusive control of its operations hereunder, and the persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Neither ACVB nor its employees are considered to be employees of Augusta for any purpose, nor shall ACVB or its employees be entitled to any benefits from Augusta. ACVB shall be solely responsible for all matters relating to the payment of its employees, compliance with withholding taxes, and all other regulations governing such matters. Nothing in this MOU shall be interpreted as a waiver of Augusta, Georgia's sovereign immunity.

j. NO ASSIGNMENT. Except as otherwise provided in this MOU, ACVB may not transfer, sell, or otherwise contract with any other person or organization its obligations or responsibilities in this MOU without prior approval of Augusta.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this MOU as of the date(s) set forth below.

ACVB

Augusta, Georgia

By: _____

By: _____

Name: _____

Name: Garnett L. Johnson

Title: _____

Title: Mayor

Date: _____

Date: _____



Commission Meeting

November 21, 2023

AO FY25 Congressional Legislative Priorities

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve proposed priorities for FY25 Federal Congressionally Directed Spending. (Approved by Administrative Services Committee November 14, 2023)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve proposed priorities for FY25 Federal Congressionally Directed Spending.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A




Office of the Administrator

Takiyah A. Douse
Interim Administrator

Date: October 27, 2023

To: Mayor Garnett Johnson
Mayor Pro Tem Brandon Garrett
Commissioner Jordan Johnson
Commissioner Stacy Pulliam
Commissioner Catherine Smith McKnight
Commissioner Alvin Mason
Commissioner Tony Lewis
Commissioner Sean Frantom
Commissioner Bobby Williams
Commissioner Francine Scott
Commissioner Wayne Guilfoyle

 From: Takiyah A. Douse, Interim Administrator

Subject: FY2025 Congressionally Directed Spending Application Details

Augusta, GA has been successful with recent congressionally directed spending (CDS) applications, receiving funding that totals more than \$12M for FY22 and FY23. Although the federal government has not finalized FY24 appropriations, nor awarded FY24 applications, it is essential that we remain proactive in the pursuit of FY25 CDS funding. To this end, the four water/infrastructure projects previously submitted for FY24, yet not funded, will be submitted for FY25 as we have received positive feedback from both Senators. The four projects listed below along with a brief project description are recommended for approval for the upcoming FY25 application period. All needed letters of support will be included for added viability.

Engineering

1. **Forest Hills (Rae's Creek) Basin #10 Storm and Sanitary Sewer District 3, Super District 10 \$3,653.000**
 - **Project Need and Purpose:** The age and condition of existing pipe systems increases the occurrence of dangerous flooding during intense storm events. Contributing factors include undersized drainage system capacity, inadequate or non-existent collection points.
 - **Notes:** This project was submitted for consideration FY23. Although not funded, a need still exists.

2. Rocky Creek (Wilkinson Gardens) Drainage Basin Improvements
District 2, Super District 9 \$5,472,820

- **Project Need and Purpose:** Area drainage is severely compromised due to no defined stormwater conveyance system. This increases safety risks as runoff encroaches on residential dwellings. Improvements would minimize water quality impact to the Rocky Creek area. Augusta

Engineering Department (AED) completed the project area drainage study and identified needed improvements.

- **Notes:** This project is an extension of and will complement other Rocky Creek Drainage Improvements throughout the area. Funding for this effort will support improvement for Augusta Utilities also.

Water and Sewer Utilities

1. Country Place Sewer Project \$4,500,000
District 8, Super District 10

- **Project Need and Purpose:** The Country Place subdivision is another area that is still served by septic tanks. A sewer trunk is accessible to the south of the neighborhood, however the costs to construct the sewer are \$4.5 million. This project would improve water quality in the Spirit Creek receiving body.

2. Doug Barnard Parkway Water Improvements \$4,500,000
District 1, Super District 9

- **Project Need and Purpose:** This is a potable water interconnect between the southern and northern systems. The northern system currently provides water to the main industrial and medical corridors. This interconnect was planned 20 years ago but was stopped by a potentially polluted site. Newer pipe technology along with an alternate route will eliminate the risk from the site. This will allow a true backup of the potable water system to critical areas of commerce, health, and population.



Commission Meeting

November 21, 2023

Environmental Services Operations Optimization- Follow up Action

File Reference: 23-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve and authorize Environmental Services (Landfill & Waste Collection) Operations Optimization (attached Exhibit A) Implementation to achieve Operations required Productivity & Efficiency; with the funding of three positions now and the funding of the remaining two positions at a later date with the Administrator to move funding from one line item to another. (Approved by Engineering Services Committee November 14, 2023)
Background:	On June 14, 2022, Augusta Commission approved the Environmental Services Department operations efficiency improvements plan and the Department restructuring implementation. Environmental Operations update was presented to Augusta Commission Engineering Services Committee on 11/29/22 and the Director (Director Engineering & Environmental Services) made targeted recommendations for Augusta Commission consideration & approval. On February 7, 2023, Augusta Commission approved those recommendations. Employee management was one of the key recommendations. Workforce optimization is to increase productivity and performance management to optimize workforce performance and ensure they are positioned to perform well at their jobs.
Analysis:	Operations Optimization is the process of ensuring that the department operations are performing as efficiently and effectively as possible. Typically, the goal is to maximize entity operational capabilities that ultimately yields minimizing current operational costs. Submitted Exhibit "A" Employees' placement plan (Plan) is derived from yearlong dynamic adjustments of Environmental Services Operations & onsite daily involvement of lead management staff. The Plan is crucial to succeeding in the current regulatory environment. Implementation of the Plan not only increases operational efficiency & reduces its cost, It will also ensure the Facility (Landfill) satisfactory compliance with its regulatory permits and enhance waste collection services delivery & customer satisfaction.
Financial Impact:	The Plan Initial Impact is \$411,556 & \$39,539 to Landfill & Waste Collection funds respectively. However, this impact will be managed through ES Operations overall cost reduction. Ultimately the Plan will yield cost

saving. The Interim Administrator requests cost reductions be outlined provided to reflect accurately in the FY2024 Operating Budget.

Alternatives:

Not Proposed

Recommendation:

Approve & Authorize Environmental Services (Landfill & Waste Collection) Operations Optimization (attached Exhibit A) Implementation to achieve Operations required Productivity & Efficiency.

Funds are available in the following accounts:

541 - Environmental Services Operational Funds

**REVIEWED AND
APPROVED BY:**

HM/SR



Takiyah A. Douse
Interim Administrator

February 7, 2023

Dr. Hameed Malik, Director
Engineering and Environmental Services Department
452 Walker Street, Suite 110
Augusta, GA 30901

Dear Dr. Malik:

At their meeting held on Tuesday, February 7, 2023, the Augusta, Georgia Commission, acted on the following items:

15. Approved the Supplementing Construction Contract of Landfill Phase 3 Unfinished Liner (Cell 3B2) Construction Services to Morgan Corp. Also, approve supplemental funding for \$2,981,252 for completing Cell 3B2 construction. Requested by Engineering. RFP 21- 183.
16. Approved and authorized implementation of attached Exhibit A listed action items and authorized the Engineering and Environmental Services Director to negotiate terms of a two-year extension of the waste hauler contract with Waste Management which was approved on January 31, 2023.

If you have any questions, please contact me.

In Service,

A handwritten signature in black ink, appearing to read "T. Douse".

Takiyah A. Douse
Interim Administrator

TAD/nd

EXHIBIT A

1. RESIDENTIAL WASTE COLLECTION CONTRACT

Rebid the contract OR Renegotiate

1) 2013 contracted Unit Rate included contractor to pay for certain Capital Cost such Construction of Gestations, Purchase of Waste Carts, Route Management Software, Website cost.

2) 2013 Contract Unit Rate assumptions were weekly 100% pick up of Recyclable waste, yard waste and bulky waste & no mixing. Actual participation is around 30%, homeowner putting such waste roughly once a month and yard & bulky waste is hauled as mixed waste (all in one truck).

2. WASTE COLLECTION RATE & CNG RATE [Effective April 1, 2023 (proposed)]

- 1) Increase commercial rate \$5/ton for all type of waste (will generate additional around \$1.5M/year)
- 2) Cancel Special Discount Rate to WM & Costal (will generate additional around \$0.5M/year)
- 3) Offer standard volume discounts that is offered other to account holders (around \$1.1M to haulers)
- 4) Cancel CNG Rate discount (will generate additional around \$0.5M/year)

3. RESIDENTIAL RATE (PROPERTY OWNER WASTE COLLECTION FEE) [Effective next billing date]

If Hauler contract is extended to 12/31/2025 then increase waste collection annual fee from \$310.50 to \$320.50 (\$10/year increase) to cover contract increase cost over 11 years period (roughly 64000 accounts; roughly \$640K)

4. CAPITAL IMPROVEMENTS & FUNDING

- 1) Phase 3 Active Cell Completion of Unfinished Liner (FY2022/FY2023) - \$3million
\$2.5 million allocated in FY2022 and Balance \$0.5million borrow from landfill unrestricted reserve
- 2) Phase 3 Active Cell Landfill Gas System Expansion - \$1.6million
Funds from Waste Intake Revenue and borrow from unrestricted reserve
- 3) Phase 3 Partial Closure (Closure of Stage 1 & Stage 2 North Slope)
Funds by Phase 3 Closure Reserved Funds
- 4) Phase 3 Stage 2 Next Cell Construction
Funds by Issuing Bond

5. EMPLOYEES MANAGEMENT

Continue RIF Implementation. Conduct workforce skills and ability assessment and do employees placement accordingly

6. FUNDS MANAGEMENT

Implement third party assessment of Funds Utilization for other purposes and its impact on Environmental Services Operations and Landfill compliance

EXHIBIT A

ES OPERATIONS OPTIMIZATION

PHASE 2_ ASSESSMENT & PLACEMENT LANDFILL OPERATIONS

(Augusta Commission Approval February 7, 2023)

REVISION August 21, 2023

	TITLE	PROPOSED GRADE	GRADE BASE SALARY	Proposed Salary	Comment
Solid Waste (Landfill) Funds					
1	LANDFILL MANAGER, SENIOR	29	\$81,677.00	\$85,760.85	NEW Position
2	LANDFILL ASSISTANT MANAGER- OPERATION	26	\$65,453.00	\$65,453.00	NEW Position
3	LANDFILL EQUIPMWNT OPERATOR, LEAD	25	\$62,636.00	\$62,636.00	NEW Position
4	LANDFILL EQUIPMWNT OPERATOR, III	22	\$54,187.00	\$54,187.00	NEW Position
5	LANDFILL EQUIPMWNT OPERATOR, II	20	\$48,544.00	\$48,544.00	NEW Position
				\$316,580.85	
			Total w/Benefits	\$411,555.11	30% benefits
Net Additional Funds (from Solid Waste/Landfill Funds)=				\$411,555.11	
Waste Collection Contract Funds					
1	LANDFILL MANAGER- COMPLIANCE & MECHANICAL OPERATIONS	28	\$75,789.00	\$75,789.00	UPGRADE **
			Total w/Benefits	\$98,525.70	
Upgrade Environmental Compliance Specialist, Jr Position **					\$66,782
Net Additional Funds (from Collection Funds)=				\$31,743.40	
Waste Collection Contract Funds					
Contract Management TEAM					
2	SW COLLECTION CONTRACT CONTROL SPECIALIST	23	\$57,003.00	\$57,003.00	UPGRADE **
Total w/Benefits=				\$74,103.90	
Upgrade Solid Waste Customer Services Specialist Position (G13) **					\$43,789.20
Net Additional Funds=				\$30,314.70	
TOTAL ADDITIONAL FOR THREE POSITIONS				\$90,944.10	
Waste Collection Contract Funds					
Litter Control (Illegal Dumping & Vacant Lots) Team					
3	LITTER, WASTE CONTROL and ENVIRONMENTAL SERVICES CHIEF INSPECTOR	23	\$57,003.00	\$57,003.00	UPGRADE ***
Total w/Benefits=				\$74,103.90	
Upgrade Facility Upkeep Worker Position (G11) ***					\$40,420.90
Net Additional Funds (from Collection Funds)=				\$33,683.00	
4	Reduction in Force (RIF)- Maintenance Manager-Grounds, Bulky Waste, & Similar Function	26	\$65,453.00	\$65,453.00	RIF/ABOLISH
Total w/Benefits=				\$85,088.90	
Net Additional Funds (from Collection Funds)=				-\$85,088.90	
Net Additional Total Funds (from Collection Funds)=				\$39,538.20	



Commission Meeting

November 21, 2023

Motion to approve Modular Building for Bid 23-258

Department:	Richmond County Sheriff's Office
Presenter:	N/A
Caption:	Motion to approve the purchase of a Modular building from Modular Technologies Inc. 23-258 (Approved by Public Safety Committee November 14, 2023)
Background:	The Richmond County Sheriff's Office received Splost 7 funds for Training Range enhancements. The Modular building will serve as an additional training building.
Analysis:	Bid item 23-258 was let through the Procurement Department. Richmond County Sheriff's Office recommends Modular Technologies, Inc. for bid 23-258. Modular Technologies Inc. was the only company that provided the requested information for the bid and the company provided the necessary scope to complete the project.
Financial Impact:	The Bid from Modular Building is \$94,268.00 and funding is available from Splost 7 funds.
Alternatives:	N/A
Recommendation:	The Richmond County Sheriff's Office recommends the Bid 23-258 Modular Technologies for the cost \$94,268.00.
Funds are available in the following accounts:	329-03-1130 54.13120 JL: 219-25-8004
<u>REVIEWED AND APPROVED BY:</u>	N/A

From: [Timothy Schroer](#)
To: [Veronica M. Freeman](#)
Subject: training range
Date: Monday, August 5, 2019 10:50:32 AM

Found you 😊

The accounts for this projects

Training Range Enhancements


Budget - \$2,200,000

GL 329-03-1130

JL 219358004

Let me know if you need any additional information. hope you have a good Monday.

Tim

Timothy E. Schroer, CPA, CGMA 
Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901

✉ tschroer@augustaga.gov | 📞 Office: (706) 821- 1741 | 📠 Fax: (706) 821- 2520

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Invitation to Bid

Sealed bids will be received at this office until **Thursday, June 22, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **833 6756 3516**; Passcode: **034301** for furnishing:

Bid Item #23-258 Training Range Modular Classroom for Augusta, GA – Sheriff's Office

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

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

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

A Pre-Bid Conference will be held on Monday, June 5, 2023 @ 2:00 p.m. via Zoom Meeting ID: **895 3931 7488**; Passcode: **042016**. **Optional Site-Visit, Tuesday, June 6, 2023, at the site location.** Contact Glen Rahn at **(706) 821-1604** for additional information.

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 Wednesday, June 7, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

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


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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle May 11, 18, 25, 2023 and June 1, 2023

Metro Courier May 11, 2023

<div>  <div> <div>Bid Opening Bid Item #23-258 Training Range Modular Classroom Building</div> <div>for Augusta, GA – Sheriff’s Office</div> <div>Bid Date: Thursday, June 22, 2023 @ 11:00 a.m.</div> </div> </div>					
<div> <div>Total Number Specifications Mailed Out: 19</div> <div>Total Number Specifications Download (Demandstar): 9</div> <div>Total Electronic Notifications (Demandstar): 78</div> <div>Georgia Procurement Registry: 508</div> <div>Pre-Proposal Conference Attendees: N/A</div> <div>Total Packages Submitted: 1</div> <div>Total Noncompliant: 0</div> </div>					
Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Base Bid
Modular Technologies, Inc. 101 North Herritage Street, Suite - J Kinston, NC 28501	Yes	Yes	408750	Yes	\$94,268.00



RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree

Law Enforcement Center

400 Walton Way

Augusta, GA 30901

Phone: 706.821.1000 Fax: 706.821.1064

Item 22.

July 24, 2023

Ms. Geri Sams
Procurement Department
Augusta, GA 30901

Dear Ms. Sams,

This letter is to notify you that the Richmond County Sheriff's Office recommends Modular Technologies, Inc. for bid 23-258. Modular Technologies Inc. was the only company that provided the requested information for the bid. Please advise if you need additional information from the Richmond County Sheriff's Office.

Sincerely,

A handwritten signature in blue ink, reading "Veronica Brown", is positioned below the word "Sincerely,".

Veronica F. Brown
RCSO Finance Director

Rainbow Homes
1886 Gordon Highway
Augusta, Georgia 30904

Freedom Homes
1919 Gordon Highway
Augusta, Georgia 30909

Regal Homes LLC of Augusta
2205 Barton Chapel Road
Augusta, GA 30909

Oasis Homes
1939 Gordon Highway
Augusta, Georgia 30909

New Century Homes
3642 Peach Orchard Highway
Augusta, Georgia 30906

Jectar Builders, Inc
55 Kingdom Drive
Jasper, GA 30143

J R Nixx & Associates
3165 Village Glen Trail
Snellville, GA 30039

MFG Modular
1006 Bowens Mill Road
Douglas, GA 31535

Clayton Homes
2130 Gordon Highway
Augusta, GA 30909

Modular Technology
101-J N Herriage St.
Kinston, NC 28501

Vesta Modular
695 Atlanta Hwy. SE
Winder, GA 30680

ISS
307 TROUP COURT
CANTON, GA 30115

Mobile Modular
4301-C Stuart Andrew Blvd
Charlotte NC 28217

Modular Genius
1201 S. Mountain Road
Joppa, MD 21085

Aaron White Construction
118 Dorsett Kenzie Rd
Beach Island, SC 29842

Richard Roundtree
RCSO

Veronica Brown
RCSO

Glen Rahn
RCSO


Bid Item #23-258 Training Range
Modular Classroom for Augusta, GA –
Sheriff's Office
DUE: Thursday, June 22, 2023 @11:00 a.m.

Bid Item #23-258 Training Range
Modular Classroom for Augusta, GA –
Sheriff's Office
MAIL OUT: Thursday, May 11, 2023

Phyllis Johnson
Compliance
Addendum Mailed: June 14, 2023

BIDDERS LIST

BID ITEM # _____ COST \$ _____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	 <p>Aaron White Construction Concrete Finisher</p> <p>762-333-3443</p> <p>Pressure Washing, Home Repairs, Driveway Repairs, Concrete Repairs Anything Concrete, I'm There!</p>					
2						
3						<p>PH</p> <p>675/23</p> <p>N/A</p>
4						
5						
6						
7						
3						

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (9)

Supplier 

Download Date

ConstructConnect	05/29/2023
Direct business worldwide enterprise	06/16/2023
Dodge Data	05/19/2023
M.D. McDonald Construction Co.	05/24/2023
Onvia, Inc. - Content Department	05/18/2023
Quick Buildings Modular, LLC	05/23/2023
Silas Septic Service and Portable Toilets	06/19/2023
The Can Man	05/30/2023
TUCKER CONSTRUCTION	06/05/2023

[Add Supplier](#)

Supplier Details

Supplier Name	ConstructConnect
Contact Name	ConstructConnect Bid Opportunities
Address	3825 Edwards Rd Suite 800, Cincinnati, OH 45209
Email	content@constructconnect.com
Phone Number	877-227-1680

Documents

Filename	Type	Action
23-258_ITB	Bid Document / Specifications	View History

rand construction corporation 2023-05-18	agn...@randcc.com Griffin, Anna	N	NOM
tranish llc 2023-05-18	tranishllc@ymail.com preyer, tracy	N	NOM

ETHNIC GROUP**COUNT**

African American	20
Asian American	0
Native American	1
Hispanic/Latino	2
Pacific Island/American	0
Non Minority	260
Not Classified	0
Total Number of Vendors	283
Total Number of Contacts	508

[PR_bid_email_list](#)



Commission Meeting

November 21, 2023

Motion to approve VitalCore Health Strategies, LLC amendment to contract for Richmond County Sheriff's Office Inmate Medical Contract

Department:	Richmond County Sheriff's Office
Presenter:	Colonel Calvin Chew and Major Charles Mitchell
Caption:	Motion to approve VitalCore Health Strategies LLC amendment to contract for the Richmond County Sheriff's Office Inmate Medical Contract. (Approved by Public Safety Committee November 14, 2023)
Background:	Richmond County Sheriff's Office and VitalCore would like to move forward with the new start date of December 1, 2023 due to changes with the current vendor. The new start date would be more beneficial and reduce the risk of any lapse in medical services.
Analysis:	The annual operating budget for the Richmond County Sheriff's Office includes funding for the inmate medical contract each year.
Financial Impact:	The proposed contract amount for year one is \$6,673,470.96. Funding for Vital Core is available in account 273032511-5317711.
Alternatives:	None
Recommendation:	The Richmond County Sheriff's Office recommends VitalCore Health Strategies for the new inmate medical contract vendor.
Funds are available in the following accounts:	Funding is available in account 273032511-5317711
<u>REVIEWED AND APPROVED BY:</u>	N/A



Takiyah A. Douse
Interim Administrator

September 19, 2023

Richard Roundtree, Sheriff
Richmond County Sheriff's Office
400 Walton Way
Augusta, GA 30901

Dear Sheriff Roundtree,

At their meeting held on Tuesday, September 19, 2023, the Augusta, Georgia Commission, took action on the following items:

23. Approved VitalCore Health Strategies, LLC for the Richmond County Sheriff's Office Inmate Medical Contract pending execution of contract by the Mayor. The requested motion will be for a three (3) year contract with an option to extend for two (2) additional one (1) year terms.

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

Takiyah A. Douse
Interim Administrator

AGREEMENT BETWEEN AUGUSTA, GEORGIA

AND

VITALCORE HEALTH STRATEGIES, LLC

FOR

INMATE MEDICAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") for Inmate Medical Services for the Richmond County Sheriff's Office at Richmond County Jail and Richmond County Correction Institution is made and entered into by and between VitalCore Health Strategies, LLC, hereinafter referred to as "CONTRACTOR," and Augusta, Georgia, hereinafter referred to as "AUGUSTA," a consolidated government and political subdivision of the State of Georgia, by and through its Board of Commissioners, collectively referred to herein as "the Parties."

WHEREAS, AUGUSTA wishes to obtain professional services from qualified individuals and/or firms experienced in the delivery of inmate medical services; and,

WHEREAS, CONTRACTOR is a recognized vendor of these services and desires to provide them to Augusta; and,

WHEREAS, AUGUSTA issued a Request for Proposal for the acquisition of these services; and,

WHEREAS, CONTRACTOR responded to AUGUSTA'S RFP # 23-200 and has represented to Augusta that it is experienced and qualified to provide the services contained therein; and,

WHEREAS, AUGUSTA has relied on such representation and determined that the best interest of the County will be served by awarding the contract to CONTRACTOR.

NOW THEREFORE, in consideration of the foregoing, the provisions contained herein, and the mutual benefits derived therefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONTRACTOR and AUGUSTA agree as follows:

CONTRACT DOCUMENTS

The contract between AUGUSTA and CONTRACTOR consists of-

1. RFP for Inmate Healthcare Services, (Exhibit A) and any amendments and/or addenda thereto. Said Exhibit A is hereby incorporated and made a part of this Agreement; and
2. CONTRACTOR'S entire proposal submitted on or about July 10, 2023, in response to the RFP, and amendments, addenda, modifications and/or clarifications thereto (Exhibit B). Said Exhibit B is hereby incorporated and made a part of this Agreement; and

3. This Agreement.

CONFLICTS AND PRECEDENCE

The Contract Documents are complimentary and what is called for one, is as binding as if called for by all. In the event there are any conflicting provisions, the Contract Documents shall take precedence in the following order:

Agreement (including Attachments/Exhibits)

Amendments to the Agreement

RFP #23-200

CONTRACTOR'S Response to RFP #23-200

TERM

The term of this Agreement shall be three (3) years with the option to extend for two (2) additional one-year (1) terms, and shall begin on January 1, 2024, and shall terminate December 31, 2026. This agreement shall: (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31 at 11:59 pm, as required by O.C.G.A. §36-60-13, as amended, unless sooner terminated in accordance with the termination provisions of this agreement; (ii) automatically renew each January 1 at 12:00 am, unless terminated in accordance with the termination provisions of this agreement; and (iii) terminate absolutely, with no further renewals, five (5) years from the Commencement Date.

If the CONTRACTOR materially breaches this Agreement and/or its incorporated documents and has failed to cure the defect upon thirty (30) days' notice, Augusta may terminate this Agreement upon ninety (90) days' written notice.

If AUGUSTA materially breaches this Agreement and/or its incorporated documents and has failed to cure the defect upon thirty (30) days' notice, CONTRACTOR may terminate this Agreement UPON ninety (90) days' written notice.

The Agreement may be terminated for convenience at any time during its term or any renewal thereof, by providing sixty (60) days written notice to the other party prior to the proposed date of termination.

It is understood and agreed that this Agreement shall be subject to annual appropriations by AUGUSTA. If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, AUGUSTA may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days written notice to CONTRACTOR.

PAYMENT

Payments shall be based on CONTRACTOR's Best and Final Cost Proposal, contained in CONTRACTOR's Proposal (Exhibit B), as follows:

	Richmond County Jail	Richmond County Correction Institution
Year One	\$6,673,470.96	\$419,470.88
Year Two	\$6,562,775.09	\$432,055.01
Year Three	\$6,728,908.34	\$443,935.16
	Optional Years	Optional Years
Year Four	\$6,900,025.59	\$457,253.21
Year Five	\$7,076,276.36	\$470,970.81

Out of Facility Care services for both facilities are subject to an annual aggregate cap of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00). Any costs exceeding the cap are the responsibility of AUGUSTA. If actual costs do not exceed the capped amount in any contract year, CONTRACTOR shall refund the entire amount of any remaining differential in this category to AUGUSTA at the end of each contract year.

Pharmaceutical costs for both facilities are subject to an annual aggregate cap of Five Hundred Fifty Thousand Dollars (\$550,000.00). Any costs exceeding the cap are the responsibility of AUGUSTA. If actual costs do not exceed the capped amount in any contract year, CONTRACTOR shall refund the entire amount of any remaining differential in this category to AUGUSTA at the end of each contract year.

Payments to CONTRACTOR shall be made monthly, pursuant to a billing statement submitted by CONTRACTOR. Monthly invoices from CONTRACTOR shall be submitted to AUGUSTA on or before the fifth day of each month of the subsequent month of service. The County payment terms will be thirty (30) days from receipt of invoice.

The terms of this Agreement supersede all provisions of the Georgia Prompt Pay Act.

DEFENSE and INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless AUGUSTA, its officers, agents, and employees from, and against, all claims, damages, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney fees arising out of or in connection with its operations under this Agreement.

This clause shall survive termination and shall not be subject to the statute of limitations underlying the alleged act or omission if the putative plaintiff is not subject to such statute, although this provision inures only to the parties and their officers, agents, and employees, does

not create a third-party beneficiary Agreement, and may not be asserted by anyone other than the parties.

CERTIFICATION

The CONTRACTOR represents and warrants that all medical professionals used in the performance of this Agreement shall be appropriately credentialed and, if necessary, licensed and in good standing with the State of Georgia.

INSURANCE

CONTRACTOR shall provide AUGUSTA proof of professional liability insurance, to include workers' compensation, general liability and medical malpractice coverage for its health care staff, employees, agents, and subcontractors for the term services provided under this agreement. General liability insurance will be in the amount of \$2 million per occurrence and \$4 million in the aggregate. Medical malpractice insurance limit will be \$3 million per occurrence and \$5 million in the aggregate. Workman's compensation insurance will be limited to \$1 million per accident/employee. CONTRACTOR shall promptly notify AUGUSTA, in writing, of cancellation of any insurance coverage.

GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, notwithstanding any contrary result under the rules governing conflicts of laws. All claims, disputes, and other matters in question between the Parties, arising out of or relating to this Agreement, or breach thereof, shall be decided in the Superior Court of Richmond County, Georgia or the United States District Court for the Southern District of Georgia, Augusta Division. By executing this agreement, CONTRACTOR specifically consents to the jurisdiction and venue as specified and waives any right to contest same.

INDEPENDENT CONTRACTOR STATUS

It is mutually understood and agreed, and it is the intent of the parties hereto that an independent CONTRACTOR relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer--employee relationship, a joint venture relationship, or any other relationship allowing AUGUSTA to exercise control or direction over the manner or methods by which CONTRACTOR, its employees, agents, or subcontractors perform hereunder, or CONTRACTOR to exercise control or direction over the manner or methods by which AUGUSTA, its employees, officers, agents, or subcontractors perform hereunder, other than as provided in this Agreement.

SUBCONTRACTING

In the performance of its duties related to this Agreement, it is understood that CONTRACTOR is not licensed, or otherwise authorized, to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements, CONTRACTOR may hire physicians and other clinicians as employees or engage physicians or other clinicians as independent contractors ("Contract Professionals") rather than employees, to supply the clinical services required under this Agreement. CONTRACTOR shall engage contract employees and professionals that meet the applicable professional licensing requirements, and CONTRACTOR shall exercise administrative supervision over such employees and contract professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract professionals and employees shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CONTRACTOR may subcontract for specialized services such as pharmacy, medical waste, medical supplies, and other services or supplies which it is required to provide under this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance and administration of this Agreement, CONTRACTOR shall comply with all federal and state non-discrimination laws, regulations, and policies. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CONTRACTOR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants and to prospective job applicants.

OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES

The parties acknowledge that CONTRACTOR is neither bound by nor aware of any other existing contracts to which Augusta is a party and which relate to the provision of health care to inmates/detainees at the facility. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

FORCE MAJEURE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State, or Federal governments or because of riots, war, terrorism, explosions, acts of

civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, Acts of God, epidemics, pandemics, or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

NO ASSIGNMENT, NO AMENDMENT, NO WAIVER

This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law, or otherwise, by either Party, without the prior written consent of the other party, and (ii) may not be amended or modified by course of conduct or otherwise, except in writing, duly executed by each party. Any unauthorized assignment, amendment, transfer or modification shall be null and void and of no force or effect.

NOTICES

Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative of the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class, certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt, if sent by facsimile to the fax number of the party listed below:

For CONTRACTOR:

Viola Riffin, CEO
VitalCore Health Strategies, LLC
719 SW Van Buren, Suite 100
Topeka, Kansas 66603
FAX: (785) 408-5617

For AUGUSTA:

Augusta, GA Administrator
Administrator's Office
535 Telfair Street, Suite 910
Augusta, GA 30901
Fax: (706) 821-2819

Such address may be changed from time to time by either party by providing written notice as provided above.

SURVIVAL

The provisions concerning and pertaining to termination, insurance, and indemnification will survive any termination or expiration of the Agreement.

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

TITLES OF PARAGRAPHS

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

SEVERABILITY

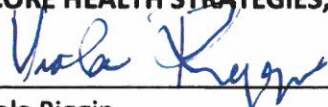
If any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION

This Agreement, along with the contract documents specified above, constitute the entire Agreement of the Parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of both parties.

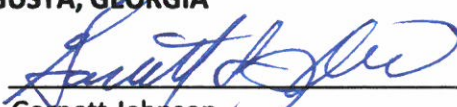
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same,

VITAL CORE HEALTH STRATEGIES, LLC

By: 
Viola Riggin
Chief Executive Officer

Date: 9/18/2023

AUGUSTA, GEORGIA

By: 
Garnett Johnson
as its Mayor

Date: 10/3/2023

Attest:


Lena Bonner
Clerk of Commission

Exhibit A – RFP # 23-200 Inmate Medical Services, Attachments, and Addenda

Exhibit B – VitalCore’s Proposal Response to RFP #23-200, Presentation, and BAFO

FIRST AMENDMENT TO THE AGREEMENT
BETWEEN AUGUSTA, GEORGIA AND VITALCORE HEALTH STRATEGIES, LLC
FOR INMATE MEDICAL SERVICES

THIS FIRST AMENDMENT to the Agreement for Inmate Medical Services for the Richmond County Sheriff's Office ("RCSO") at Richmond County Jail and Richmond County Correction Institute ("RCCI") dated October 3, 2023 ("Agreement") is made and entered into this **day of November 2023**, between Augusta, Georgia ("Augusta"), a political subdivision of the State of Georgia, by and through its Richmond County Sheriff's Office and VitalCore Health Strategies ("VitalCore")

WITNESSETH:

WHEREAS, Augusta and VitalCore entered into a three (3) year Inmate Health Agreement commencing on January 1, 2024 and terminating on December 31, 2026, for VitalCore Health Strategies to provide Inmate Medical Services for RCSO and RCCI;

WHEREAS, on or about September 19, 2023, Augusta received notice from the current provider (Wellpath) of their intent to terminate the current contract December 18, 2023 instead of December 31, 2023;

WHEREAS, Augusta and Wellpath (the current vendor) mutually agreed to terminate the contract effective 11:59 pm on November 30, 2023;

WHEREAS, Augusta and VitalCore desire for the current Agreement to commence at 12:01 am on December 1, 2023.

NOW, THEREFORE, the Parties, upon good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Agreement.
2. The first paragraph of the Section titled "Term" in the Agreement is hereby amended by striking the first paragraph in its entirety and replacing it with the following:

TERM

The term of this Agreement shall be three (3) years with the option to extend for two (2) additional one (1) year terms and shall begin at 12:01 am on December 1, 2023. This Agreement shall (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31st at 11:59 pm, as required by O.C.G.A. § 36-60-13, as amended, unless sooner

terminated in accordance with the termination provisions of this Agreement; (ii) automatically renew each January 1st at 12:00 am, unless terminated in accordance with the termination provisions of this Agreement; and terminate absolutely, with no further renewals at 11:59 pm on December 31, 2028.

3. Full Force; Ratification. Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect. The Parties hereby ratify and confirm the terms and conditions of the Agreement.

4. This Amendment to the Agreement is not effective until fully executed by the Parties.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto deem this Amendment to be executed on the date that this Agreement was entered into as provided herein above.

AUGUSTA:

By: _____
Garnett L. Johnson
Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

VITALCORE HEALTH STRATEGIES

By: _____
Viola Riggin – Chief Executive Office
VitalCore Health Strategies

Approved at the Legal Form:

Rachel N. Mack, Esq.



Procurement Department

Mrs. Geri Sams, Director

November 1, 2023

MAIL/EMAILED (ffletcher@vitalcorehs.com)

VitalCore Health Strategies
Frank Fletcher
719 SW Van Buren, Suite 100,
Topeka, KS 66603

Subject: VitalCore Health Strategies - Amendment to Start Date for Inmate Healthcare Services Agreement

Dear Mr. Fletcher:

Following collaborative discussions between the Sheriff's Office, RCCI Offices, and Augusta Richmond County, an adjustment to the commencement date of our agreement for the provision of inmate healthcare services has been agreed upon. The original contract executed by VitalCore stipulated a start date of 1/1/2024. However, in consideration of our collective discussions, an amendment is being prepared to modify the start date to December 1, 2023.

It is important to note that the current provider of inmate medical services has consented to terminate their contract effective November 30, 2023. Consequently, both the Sheriff and RCCI facilities expect the complete operationalization of medical services by December 1, 2023, in alignment with your team's request.

This modification to the start date is crucial to enable VitalCore to initiate the contract, thereby facilitating a clear understanding for potential employees regarding their long-term employment prospects, encompassing aspects such as remuneration, benefits, leave entitlements, and schedules. We anticipate that this adjustment will expedite the recruitment of external candidates to fill vacant positions earlier than initially projected.

Moreover, this alteration supports the imperative need to ensure adequate staffing to deliver exemplary patient care, as mandated within the contractual obligations.

In acknowledgment of the challenges outlined in your correspondence, Augusta hereby agrees to the revised start date of the contract on 12/1/2023.

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

www.augustaga.gov

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



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

Please do not hesitate to reach out should you have any further concerns or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "G. A. Sams", with a long horizontal flourish extending to the right.

Geri A. Sams, Procurement Director

Cc: Takiyah A. Douse, Interim Administrator
Richard Roundtree, Sheriff
Evan Joseph, Warden RCCI

*Procurement Department**Mrs. Geri Sams, Director*

November 1, 2023

MAIL/EMAILED (KStone@Wellpath.us)

Wellpath, LLC
Katie Stone
3340 Perimeter Hill Drive
Nashville, TN 37211

REF: Revised Expiration of Contract – Inmate Medical Services for Augusta, Georgia – Sheriff's Office

Dear Ms. Stone,

I am writing in reference to the contract concerning the provision of Inmate Medical Services for the Augusta, Georgia Sheriff's Office. Recently, we received a request from Augusta Richmond County to adjust the expiration date of the aforementioned contract. Originally, an expiration date of December 18, 2023, had been proposed, however, Augusta has since formally requested the termination of the contract effective November 30, 2023. On October 26, 2023, an email from your office confirmed Wellpath's acceptance of the requested termination date of November 30, 2023.

This formal communication serves to acknowledge that Augusta Richmond County accepts the termination of the contract as of Thursday, November 30, 2023. Accordingly, the final day of services requested from Wellpath will be on November 30, 2023. We extend our gratitude for the services rendered under the terms of this agreement.

Should there be any queries or further clarifications required, please do not hesitate to contact the Procurement Department at 706-821-2422.

Sincerely,

Geri A. Sams

Procurement Director

Attachment:

cc: Takiyah A. Douse, Interim Administrator
Richard Roundtree, Sheriff
Evan Joseph, Warden RCCI
Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
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Register at www.demandstar.com/supplier for automatic bid notification



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

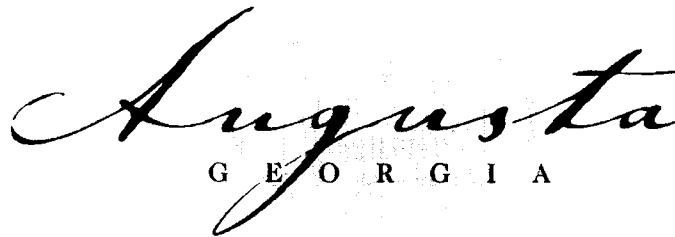


Commission Meeting

November 21, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the November 7, 2023 regular meeting of the commission and the Special Called Meeting held November 14, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



COMMISSION MEETING MINUTES

Commission Chamber

Tuesday, November 07, 2023

2:00 PM

PRESENT

Mayor Garnett Johnson
 Commissioner Brandon Garrett
 Commissioner Jordan Johnson
 Commissioner Bobby Williams
 Commissioner Alvin Mason
 Commissioner Sean Frantom
 Commissioner Francine Scott
 Commissioner Catherine Smith-McKnight
 Commissioner Stacy Pulliam
 Commissioner Tony Lewis
 Commissioner Wayne Guilfoyle

INVOCATION

Reverend Melvin Ivey, Pastor, Greater St. John Baptist Church

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

RECOGNITION(S)

- A. Congratulations!!!** Alleluia Community School Girls Volleyball Team on winning the 2023 Georgia Association of Private and Parochial Schools Class A State Championship. **(Requested by Commissioner Bobby Williams).**

Recognition of the Alleluia Community School Girls Volleyball Team.

DELEGATION(S)

- B. Mr. Moses Todd**, I Love Augusta, Inc. regarding Jail Pod Revenue Bond, Waterpark SPLOST 8 Good and welfare of Augusta Richmond County.

Presentation is made by Mr. Todd.

- C. Ms. Brenda Durant**, Greater Augusta Arts Council presentation of City Arts Grant Awards on behalf of the City of Augusta.

Presentations are made to the City Arts Grant Awards recipients.

CONSENT AGENDA

PUBLIC SERVICES

4. **Motion to approve New Ownership/Existing Location: A.N. 23-49:** A request by Iqbal H. Mohammad for a retail package **Beer & Wine** License to be used in connection with Forest Hills Market located at 3216 Wrightsboro Rd. **District 2. Super District 9. (Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

5. **Motion to approve New Location: A.N. 23-50:** A request by Rakeshkumar Patel for a retail package **Beer & Wine** License to be used in connection with Yogi Convenience Store located at 2319 Milledgeville Rd. **District 2. Super District 9. (Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

6. **Motion to approve New Ownership/Existing Location: A.N. 23-51:** A request by Pawan K. Wanwari for a retail package **Beer & Wine** License to be used in connection with Jones Corner located at 1496 Jones Street. **District 1. Super District 9. (Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

7. **Motion to approve New Location: A.N. 23-52:** A request by Deep Patel for a retail package **Beer & Wine** License to be used in connection with Gas World #17 located at 2062 Gordon Hwy. **District 2. Super District 9. (Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

8. **Motion to approve New Ownership/Existing Location: A.N. 23-53:** A request by Gurpreet Walia for a retail package **Liquor, Beer & Wine** License to be used in connection with Wine and

Shine located at 2065 Walton Way. **District 3. Super District 10. (Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

9. **Motion to approve New Location: A.N. 23-54:** A request by Ryan M. Simms for a consumption on premise **Liquor, Beer & Wine** License to be used in connection with Jim N Nicks BBQ #4052 located at 275 Robert C. Daniel Jr. Pkwy. There will be **Sunday Sales. District 3. Super District 10. (Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

10. **Motion to approve New Location: A.N. 23-55:** A request by Cassandra Parker for a consumption on premise **Liquor, Beer & Wine** License to be used in connection with Lush Lounge Eatery located at 1647 Gordon Hwy. There will be **Dance. District 2. Super District 9 (Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

11. Motion to **approve** Professional Services Contract with Mead & Hunt, Inc. to perform Aviation Planning Services, Feasibility Studies and all related tasks as listed/shown within the professional services RFQ and/or requested by Augusta Regional Airport. Approved by the Augusta Aviation Commission on September 21, 2023. RFQ 23-156 **(Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

12. Motion to **approve** acceptance of FAA AIP Grants No. 3-13-0011-054-2023 (#54), No. 3-13-0011-055-2023 (#55), No. 3-13-0011-056-2023 (#56), and No. 3-13-0011-057-2023 (#57). Approved by the Augusta Aviation Commission on September 21, 2023. **(Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

13. Motion to **approve** the Amendment to CFC Ordinance and waive Second Reading. Approved by the Augusta Aviation Commission on July 27, 2023. **(Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

14. Motion to **approve** Daniel Field Airport Right-Of-Way Land Acquisition. **(Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

15. Motion to **approve** Daniel Field Airport DBE Plan FY24-26 to include Mayor Johnson signing the policy statement. **(Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

16. Motion to **approve** FY 2024 Metropolitan Transportation Planning Services Annual Contract (aka GDOT PL Funds Contract). **(Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

17. Motion to **approve** and execute the FY 2024 Metropolitan Planning Organization (MPO) Annual Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT). **(Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

18. Motion to **approve** and execute the 2055 Metropolitan Transportation Plan (MTP) Update Funding Contract from the Georgia Department of Transportation (GDOT). **(Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

19. Motion to **approve** the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. **(Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

20. Motion to **approve** the modification and installation of bus shelter pad and bus shelter for 3200 Deans Bridge Road at Jay Avenue at Villa Marie Apartments. **(Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

21. Motion to **approve** decaling of Food Trucks and report back in 90 days proposed amendments to the Food Truck Ordinance. **(Approved by Public Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

ADMINISTRATIVE SERVICES

22. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Honnette Habitats, LLC to develop new construction of two (2) single family units identified as 1411 and 1413 Maple Street, within Laney Walker/Bethlehem. **(Approved by Administrative Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

23. Motion to **approve** Housing and Community Development Department's (HCD's) request to transfer budget funds of \$172,875 from Salary/Benefits object 51 codes to object code 5239112 for temporary workforce expenditures. **(Approved by Administrative Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

24. Motion to **approve** the purchase of one Ford Explorer at a total cost of \$39,983 from Allan Vigil Ford for the Richmond County Coroner's Office. **(Approved by Administrative Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

25. Motion to **approve** the purchase of five Dodge Police Chargers and one Dodge Durango at a total cost of \$259,999 from Thomson Motor Center for the Richmond County Sheriff's Office. **(Approved by Administrative Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

26. Motion to **approve** the purchase of one passenger van at a total cost of \$105,814 from Creative Bus Sales for the Augusta Richmond County Juvenile Court program. **(Approved by Administrative Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

27. Motion to **approve** dedication sign concept for Diamond Lakes ball field in honor of Fred Ancil "Andy" Cheek III. **(Approved by Administrative Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

ENGINEERING SERVICES

28. Motion to **approve** additional funds for contract with Blair Construction, Inc. to perform asphalt patch repair, concrete curb and sidewalk replacement for the Utilities Department. 22AUA122(**Approved by Engineering Services Committee October 31, 2023**)

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

29. Motion to **approve and authorize** Third Renewal of the Solid Waste & Recycling Frontload Services Agreement with Coastal Waste and Recycling of Georgia, Inc. (f/k/a Orion Waste f/k/a Inland Waste Solutions, LLC). Requested by Engineering. **Bid 13-196 (Approved by Engineering Services Committee October 31, 2023)**

Motion to approve.

Motion made by Williams, Seconded by Garrett.

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

Motion carries 10-0.

30. Motion to **approve** supplemental funding for additional services by Cavanaugh & Associates, P.A. for the Utilities Department's Water Loss Program. (**Approved by Engineering Services Committee October 31, 2023**)

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

31. Motion **approve** additional fees in the amount of \$250,000 to ISM Engineering for engineering services supporting the fiber, rainfall, and on-call engineering. 19UTI792(**Approved by Engineering Services Committee October 31, 2023**)

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

32. Motion to **approve** additional fees in the amount of \$89,000 to Ardurra Engineering for engineering services to evaluate the JB Messerly Wastewater Treatment Plant.
P433665 (Approved by Engineering Services Committee October 31, 2023)

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

33. Motion to **approve** additional fees in the amount of \$10,000 to Particle Industries to cover additional fees incurred for antennas. 21AUA183. **(Approved by Engineering Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

34. Motion to **approve** AUD and AED have been coordinating on research partially funded by EPD through the Seed Grant program. We have reached the end of a major experiment and are requesting a 6 month time extension to analyze the data collected. EPD has provided a contract amendment reflecting the time extension. There is no cost associated with the extension **(Approved by Engineering Services Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

FINANCE

35. Motion to **approve** a request from Mr. Aaron Matthews of Matthews Motors for a refund of property taxes in the amount of \$8,388.42 for property located at 1365 Gordon Highway. **(Approved by Finance Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

36. Motion to **approve** annual leave buy back program up to the amount of 40 hours. **(Approved by Finance Committee October 31, 2023)**

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

PUBLIC SAFETY

37. Motion to **approve** Proposal from BIS Digital for Grand Jury Room AV System. (**Approved by Public Safety Committee October 31, 2023**)

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

38. Motion to **approve** assigning the honorary name designation of **Bishop C.M. Bailey Way** to a portion of Wrightsboro Road. (**Approved by Public Safety Committee October 31, 2023**)

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

39. Motion to **approve** the sole source procurement of BIS Digital, Progressive Communication equipment, and Alrich Electric services in support of the 2024 ARPA Digital Evidence and Audio Visual Upgrade Project. (**Approved by Public Safety Committee October 31, 2023**)

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

APPOINTMENT(S)

40. Motion to **approve** the appointment of Ms. Julia Means to the Augusta Port Authority representing **District 2**.

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

PETITIONS AND COMMUNICATIONS

41. Motion to **approve** the minutes of the regular minutes of the October 17, 2023 regular meeting and Special Called Meeting held October 31, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

******END CONSENT AGENDA******

AUGUSTA COMMISSION

**AUGUSTA COMMISSION
REGULAR AGENDA**

(Items 39-43)

ADMINISTRATIVE SERVICES

42. Motion to **designate** one voting delegate and one alternate voting delegate for the upcoming 2023 National League of Cities Conference November 15-18, 2023.

Mr. Johnson nominates Ms. Stacy Pulliam as the voting delegate and Mr. Tony Lewis as the alternate voting delegate.

Mr. Mason seconds Mr. Johnson's nominations.

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

Vote carries 10-0.

43. Discuss & approve Augusta Engineering Department (AED) Hiring & Retention Personnel Recommendations (attached Exhibit A). **(Requested by Commissioner Tony Lewis & Engineering)**.

Motion to approve.

Motion made by Garrett, Seconded by Mason.

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

Motion carries 10-0.

FINANCE

44. Consider a request from Mr. Patrick Feistel regarding the refund of taxes for the Garden City Rescue Mission on Fenwick Street. **(No recommendation from Finance Committee October 31, 2023)**

Motion to approve the refund of the taxes.

Motion made by Johnson, Seconded by Williams.

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

Motion carries 10-0.

45. Motion to **have** the Administrator provide a budget that is reduced by 1.5 percent from the proposal; this reduction should not impact the cost-of-living adjustment and/or reduction in benefits to employees. **(Requested by Commissioner Wayne Guilfoyle)**

Motion to approve receiving this item as information.

Motion made by Guilfoyle, Seconded by Williams.

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

Voting Nay: Smith-McKnight

Motion carries 9-1.

Substitute motion to approve requesting the Administrator to provide a budget that is reduced by .75%

Motion made by Smith-McKnight, Seconded by Guilfoyle.

Voting Yea: Smith-McKnight, Frantom, Garrett, Guilfoyle.

Voting Nay: Johnson, Pulliam, Williams, Lewis, Scott.

Voting Present: Mason.

Motion fails 4-5-1.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

CALLED MEETING

COMMISSION CHAMBER
November 14, 2023

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, November 14, 2023, the Honorable Garnett Johnson, Mayor, presiding.

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

Mr. Mayor: Madam Clerk, I call this meeting to order. Attorney Brown.

1. LEGAL MEETING

A. Pending and potential litigation

B. Real estate

C. Personnel

Mr. Brown: Good morning, Mayor and Commissioners. We request a motion to go into executive session for the discussion of real estate, pending and potential litigation.

Ms. McKnight: So move.

Mr. Garrett: Second.

Mr. Mayor: Madam Clerk, I have a motion and a proper second. We're voting.

Mr. Lewis, Mr. Frantom and Ms. Scott out.
Motion carries 7-0.

Mr. Mayor: Thank you, Madam Clerk. We're now in legal.

[EXECUTIVE SESSION]

Mr. Mayor: Madam Clerk, I hereby call this meeting back to order. Attorney Brown.

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

Mr. Brown: Thank you, Mayor Johnson, Commissioners. We would request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Mr. Garrett: Second.

Mr. Mayor: All right, Madam Clerk, I have a motion and a second. We're voting.

Ms. Scott out.
Motion carries 9-0.

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

Mr. Brown: No, sir.

Mr. Mayor: Thank you, Attorney Brown. Seeing that there are no motions, I hereby close out this portion of our meeting and before I turn it over to our committee chairpersons, I want to take a point of privilege to wish a happy birthday to the commissioner from the 1st, Commissioner Jordan Johnson.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on November 14, 2023.

Clerk of Commission



Commission Meeting

November 21, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Mr. Dwight Bonner to the Augusta Port Authority representing District 1.
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



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title

First Name * Dwight

Middle Name * Dee

Last Name * Bonner

Suffix SR.

Date Of Birth * 7/5/1966

Address * Street Address
2793 Willis Foreman road
Address Line 2

City

Hephzibah

Postal / Zip Code

30815

State / Province / Region

GA

Country

Richmond

Home Phone * 706-294-5605

Work Phone

Registered Voter *

<input type="radio"/> District 1	<input type="radio"/> District 2
<input type="radio"/> District 3	<input checked="" type="radio"/> District 4
<input type="radio"/> District 5	<input type="radio"/> District 6
<input type="radio"/> District 7	<input type="radio"/> District 8
<input type="radio"/> None	

Marital Status * Married

Education * Master's Degree

Race * Black

Gender * Male

Occupation * Realtor

Interests Investing, old school cars, and family

Commissions, Authorities, & Boards

Volunteer For * Citizens Small Business Advisory Board
Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes ☒ No

*

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

☐ Yes ☒ No

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

☒ Yes ☐ No

Email

Bgroup05@yahoo.com

Lena Bonner

From: Commissioner Jordan Johnson
Sent: Wednesday, November 8, 2023 3:41 PM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Appointment - Port Authority

Ms. Bonner,

I hope you are doing well. I would like to appoint Dwight Bonner to the Port Authority. He has completed his talent bank form. Please let know If I need to do anything else.

Thank You,

Jordan Johnson
Augusta Commission, District 1
Finance Committee - Chair
Administrative Services Committee - Member
Liasion to the Richmond County School System
706-564-9356
augustaga.gov

*"Speak up for those who cannot speak for themselves, for the rights of all who are destitute.
Speak up and judge fairly; defend the rights of the poor and needy."
- Proverbs 31:8-9*

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



Commission Meeting

November 21, 2023

Massage Operator (Address Change)

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manger
Caption:	Motion to approve New Location: Address Change Only: A request by Zhi Ye for a change of address for Ye's Massage from 3435 Wrightsboro Rd to 1912 Walton Way . District 1. Super District 9. (No recommendation from the Public Services Committee November 11, 2023)
Background:	This is an Existing Location Massage Operator.
Analysis:	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
Financial Impact:	The applicant will pay a fee of \$120.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Item 26.

Case Number: Discussion

Application Type: Massage Operators License

Business Name: Oriental Acupressure dba Ye's Massage

Hearing Date: November 14, 2023

Report Prepared By: Julietta H. Walton, Customer Service Manager and Business License

Applicant: Zhi Ye

Property Owner: Zhi Ye ROS

Address of Property: 1912 Walton Way

Tax Parcel #: 035-3-417-00-0

Commission District: District: 1 Super District: 9

Background: This is New Location (Moving from 3435 Wrightsbor Rd)

ANALYSIS: Location restrictions:

- **Zoning:** B-1 (Neighborhood Business)

LICENSE REQUIRED:

- Any person desiring to own, operate, conduct, or carry on, in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this chapter is not authorized or licensed to actually perform the massage therapy on customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person, employed or otherwise engaged by a massage therapy business to perform massage therapy on members of the public shall, prior to engaging in such activity, have in such person's possession, a then current massage therapy license issued by the Augusta-Richmond County Commission. A licensee holding a massage therapy is not licensed to own, operate, conduct, or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta, but which sends a massage therapist into Augusta to provide massage therapy on an outcall basis, must possess an operator's license. Any person providing massage on an outcall basis must possess a massage therapy license.

Qualifications for operator's license: § 6-4-3

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to a criminal background
- No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law. Within ten years prior to filing date of application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two years to filing the application for an operator's license.
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears the Augusta Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted

FINANCIAL IMPACT: The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License, administrative fee and a fee based on estimated gross revenue reported.

RECOMMENDATION: The Planning & Development approved the application subject to additional information not contradicting applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. 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 and the Massage Therapy Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

PERSONNEL STATEMENT
1803 MARVIN GRIFFIN ROAD
AUGUSTA, GA. 30906

- 1) Full Name of Applicant: Zhi Ye
- 2) Home Address: 208 Windsong Circle, Augusta, GA 30907
- 3) Telephone #: 770 SS# Date of Birth
- High School Diploma: Yes ☒ (MD) No ☐ or GED: Yes ☐ No ☐
- 4) Trade name of Business of which personnel statement is a part of:
Oriental Acupressure LLC- DBA Ye's Massage
- 5) Business: 1912 Walton Way Augusta GA 30909
- 6) Business Telephone: (706)-306-9012
- 7) Position of Applicant in Business: Owner
- 8) Other names used by applicant: maiden name, names used in former marriages, alias, stage name and/or nicknames Yenny
- 9) Place of Birth: P.R. China, Anhui, Lujiang U.S. Citizen (☒ yes () no
- Naturalized: Date, Place and Court:
- Certification No:
- 10) Martial Status: () Married (x) Divorced () Separated () Widowed () Single
- 11) If married, divorced, or widowed, complete the information requested below.
- Full name of spouse: Jianshe Liu SS#
- 12) Applicants: Height: 6ft4inch Weight: Age:
- Color Hair: black Color Eyes: Black

13) Employment Records: (Give most recent experience first. If self-employed, give details)

From		To		Occupation and Description of Duties Performed	Salaries Received	Employees	State	Reason for Leaving
Month	Year	Month	Year					
04	2007	up to now		self-employed	10		GA	not leaving
10	2006	04	2007	unemployment		nth	GA	was layoff
01	2005	09-	2006	SAS Programmer		years	GA	was layoff
04	2004	10	2004	SAS Programmer			PA	end of contract
10	2003	04	2004	unemployment		nth	GA	was layoff
11	1999	10	2003	SAS Programmer		ear	GA	Was Layoff

14) List in reverse chronological order all of your residence for the past ten years.

From		Street	City	State
Month	Year			
04/2017	up to now	208 Windsong Circle	Augusta	GA
05/2000	04/2017	4300 Roswell road NE	Atlanta	GA

15) References: Give three personal references, not relatives, former employers, fellow employees, or school teachers, who are responsible, reputable, adults, business or professional men or women, who have known you well during the past five years. (Name, residence, business, address, and number of years known).

James Hunt 5981 hunt road Harlem, GA 30814. 5 years

Qing Zhong 4144 Stonegate Dr. Evans, GA 30809 30 years

Yuxia Feng 1615 Greenway Dr. Augusta, GA. 30909

16) Military service: (Serial numbers, branch of service, period of service, type of discharge)

No

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county, or municipal law, regulation or ordinance? (Do not include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition. No.

18) Attach two (2) copies of driver's license and or picture I.D. to application.

Note: Before signing this statement, check all answers and explanations to see that you have answered all questions correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herein.

VERIFICATION

State of Georgia Richmond County

Zhi Ye do solemnly swear, subject to the penalties of false swearing that the statements and answers made by me as the applicant in the foregoing person are true.

[Signature]
Applicant's signature (Full name in ink)

I hereby certify that Zhi Ye
(the above signed person) is personally known to me, 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 therein, and, under oath.

This 26 day of October in the year 2023.

[Signature]
Notary Public

Sheriff Department Approval NA

Disapproval NA

JONATHAN E. SHEETS
NOTARY PUBLIC
Columbia County
State of Georgia
My Comm. Expires June 8, 2026



Commission Meeting

November 21, 2023

Salary Increase to designated Central Services employees

Department:	N/A
Presenter:	N/A
Caption:	Request approval for Exceptional Circumstance Salary Increase to designated Central Service employees. (Requested by Commissioner Alvin Mason)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: alvin mason <masonalvin951@gmail.com>
Sent: Thursday, November 16, 2023 7:10 AM
To: Lena Bonner
Subject: [EXTERNAL] Add to Commission Agenda November 21, 2023
Attachments: Agenda Item Information Salary Increases (1).pdf; Phase I Salary Increases.pdf; Phase II Salary Increases.pdf

Good Morning Ms. Bonner,

Please add the attached agenda item and backup documents to the commission agenda for November 21, 2023. Thank you.

V/r

Commissioner Mason

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Meeting Name

Meeting Date: November 7, 2023

Central Services - Exceptional Circumstance Salary Increases

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Request for approval for Exceptional Circumstance Salary Increases to designated Central Services employees.
Background:	<p>Central Services department has abolished three (3) vacant positions to assist in funding the retention of current employees. Despite the increases offered through the retention bonus and retention plans I and II, Central Services has been facing significant turnover rates due to staff transfers to nearby City departments and external companies.</p> <p>Furthermore, numerous Central Services personnel have taken up the responsibilities of other vacancies within the department without additional compensation.</p> <p>Numerous facilities would be impacted significantly if any current Central Services employees were to separate or transfer.</p> <p>Subsequently, HVAC, Electrical and Plumbing related requests would have to be contracted out to a vendor to provide the required services. This would not only have a financial impact to the department and the City's budgets, but the department's response times to service requests.</p>
Analysis:	Central Services recommends these increases to the specified personnel to ensure their retention within their current positions.
Financial Impact:	<p>Phase One:</p> <p>\$32,389.00 – Building Maintenance Technician abolished</p> <p>10% increase for the following positions: Administrative Assistant II, Facilities Maintenance Manager, Building Maintenance Worker, Electrician I, HVAC Technician I, Grounds Maintenance Supervisor, Facilities Maintenance Supervisor, and Deputy Director, Facilities</p> <p>Phase Two: \$28,088.61 – Carpenter and Building Maintenance Worker abolished</p> <p>7% increase for the following positions: Painter, Facilities Maintenance Supervisor, Facilities Maintenance Manager, Custodian (9)</p>

Alternatives: A -Approve increases

B -Do not approve increases

Recommendation: Request for approval for Exceptional Circumstance Salary Increases to designated Central Services employees.

**Funds are available
in the following
accounts:** Building Maintenance Technician - 101016420
Carpenter - 101016420
Building Maintenance Worker - 101016420

**REVIEWED AND
APPROVED BY:**



Central Services Department

Ron Lampkin, Interim Director
2760 Peach Orchard Road Augusta GA 30906
(706) 828-7174 Phone

MEMORANDUM

TO: Anita Rookard, Director, Human Resources

FROM: Ron Lampkin, Interim Director, Central Services Department

DATE: June 30, 2023

SUBJECT: Exceptional Circumstances Adjustments – Retention

As per the City of Augusta's Personnel, Policy & Procedures Manual Section 500.106 - **Exceptional Circumstances Adjustments**, Central Services would like to pursue retention increases to several employees within the Facilities Maintenance division.

Our department has abolished one of our vacant positions to assist in funding the retention of current employees. Despite the increases offered through the retention bonus and retention plans I and II, Central Services has been facing significant turnover rates due to staff transfers to nearby City departments like the Airport, Transit, and Utilities, and external companies.

In addition, for an extended period without receiving additional pay, several Central Services personnel have taken on the duties of various vacant positions within our department.

As an example of an internal transfers during the previous year, two Electricians, one Building Maintenance Worker, one Building Maintenance Technician, one Plumber, and one Groundskeeper have transferred to one of the previously named departments within the City. Along with internal transfers, over the past two years we have experienced external company turnovers of two Building Maintenance Workers, one Building Maintenance Technician, two Grounds Maintenance Supervisors, and one Groundskeeper for a total of 11 employees.

Due to the above-mentioned transfers and separations, our department has been operating under a lean structure. At this moment, if any of our department's current employees were to separate or transfer, it will provoke a critical situation within our department. Potential vacancies would have a direct impact to all facilities that fall under Central Services' responsibility, to include:

- All Parks & Recreation facilities
- Richmond County Sheriff's Office locations
- Board of Elections locations
- Utilities facilities
- Housing & Community Development
- Engineering
- Records Retention facilities
- Mosquito Control
- Planning and Development
- Tag Offices
- Department of Driver's Services
- Municipal Building Campus
- Sheriff's Administration
- 911 Building



Central Services Department

Ron Lampkin, Interim Director
2760 Peach Orchard Road Augusta GA 30906
(706) 828-7174 Phone

Subsequently, HVAC, Electrical, and Plumbing related requests would have to be contracted out to a vendor to provide the required services. This would not only have a financial impact to the department and the City's budgets, but also the department's response times to service requests.

We offer these increases to the listed personnel to ensure their retention within their current positions in Central Services.

Your approval with this request is greatly appreciated.

RL/mcrr

Request for Personnel Action (RPA)

Employee Name: Vacant Position

EMP I.D.: N/A

DEPT #: 4123

Proposed Effective Date: 5/27/2023

PART 1: TYPE OF REQUEST ---►#1: must fill out Part 2-A ONLY ---►#2-12: must fill out Part 2-B & Part 3 ---►#13: must fill out Part 2-C & Part 3 ---►#14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☒ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☐ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change:

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Address:

Employee Signature (required for personal information changes):

Date:

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4123	4123
Job Title	Building Maintenance Technician	Building Maintenance Technician
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	12	12
PCN	FMC29EW002	FMC29EW002
Daily Hours	7.5	7.5
Hourly Rate	\$	\$
Bi-Weekly Salary	\$	\$
Annual Salary	\$	\$
Supplemental Pay	N/A	N/A
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016420	101016420
	Position to be abolished.	Position to be abolished.

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

- ☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired:

Last Day Worked:

Separation Date:

Terminated 3 days ADM Given: ☐ YES ☐ NO

Proper Notice Given: ☐ YES ☐ NO

Eligible for Re-Hire? ☐ YES ☐ NO

If Not Eligible for Re-Hire -- Complete Part 3 and Review Eligibility Guidelines

VAC BAL: COMP BAL:


Employee Replaced (Name & I.D.):

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☐ YES ☒ NO (if no, must give explanation for request)

Vacant position is not needed due to current operational structure and budgeted funds have been reallocated.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 5/5/2023
Department Director Signature: 		Concurrence Date: 5/5/23
Department Director Signature (2):		Concurrence Date:
Administrator Signature (only required for ineligibility for rehire):		Concurrence Date:
General Counsel Signature (only required for ineligibility for rehire):		Concurrence Date:

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): Effective on the PP begin/end date of: Processed By/Date:

EMP MGR/Date:	HR MGR/Date:	HR Comp/Date:
EMP RELATIONS/Date:	HR DIR/Date:	City ADM/Date:



The City of Augusta
Human Resources Department

H
Item 27.

Request for Personnel Action (RPA)

Employee Name: Arlene New

EMP I.D.: 00861

DEPT #: 4123

Proposed Effective Date: 05/27/23

PART 1: TYPE OF REQUEST ---> #1: must fill out Part 2-A ONLY ---> #2-12: must fill out Part 2-B & Part 3 ---> #13: must fill out Part 2-C & Part 3 ---> #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Address: _____

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4123	4123
Job Title	Administrative Assistant II	Administrative Assistant II
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	10	10
PCN	FMC21SF001	FMC21SF001
Daily Hours	7.5	7.5
Hourly Rate	\$17.70	\$19.47
Bi-Weekly Salary	\$1,327.78	\$1,460.56
Annual Salary	\$34,522.29	\$37,974.52
Supplemental Pay	N/A	N/A
Safety Sensitive (Y or N)	N	N
GL Account number:	101016420	101016420

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:	
<input type="checkbox"/>	VQ 01 Resignation
<input type="checkbox"/>	VQ 02 Failure to Report to Work/AWOL
<input type="checkbox"/>	VQ 03 Lay-Off/RFI
<input type="checkbox"/>	VQ 04 Death
<input type="checkbox"/>	VQ 05 Loss of Job Requirements
<input type="checkbox"/>	VQ 06 Termination
<input type="checkbox"/>	VQ 07 Retirement
Date Hired: _____	
Last Day Worked: _____	
Separation Date: _____	
Terminated 3 days ADM Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Proper Notice Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Eligible for Re-Hire? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines	
VAC BAL:	COMP BAL:

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Salary justification memo and funding verification from Finance attached.

PART 4: DEPARTMENT APPROVAL

his Request was Processed By: <u>Katie Cornelius</u>		Contact Phone #: <u>706-312-4152</u>	Date Of Request: <u>4/21/2023</u>
Department Director Signature: <u>[Signature]</u>		Concurrence Date: <u>5/1/23</u>	
Department Director Signature (2): _____		Concurrence Date: _____	
Administrator Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____	
General Counsel Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____	
a transfer between departments, both director signatures required***			

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS ☐ Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date: _____	HR MGR/Date: _____	HR Comp/Date: _____
EMP RELATIONS/Date: _____	HR DIR/Date: _____	City ADM/Date: _____



The City of Augusta
Human Resources Department

HR
Item 27.

Request for Personnel Action (RPA)

Employee Name: Timothy Howard

EMP I.D.: 20911

DEPT #: 4141

Proposed Effective Date: 05/27/2023

PART 1: TYPE OF REQUEST ---►#1: must fill out Part 2-A ONLY ---►#2-12: must fill out Part 2-B & Part 3 ---►#13: must fill out Part 2-C & Part 3 ---►#14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Home Phone #: () -

Cell Phone #: () -

Address: _____ Office Phone #: () -

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4141	4141
Job Title	Facilities Maintenance Manager	Facilities Maintenance Manager
FLSA Status (E or NE)	E	E
Pay Class	200	200
Salary Grade	20	20
PCN	FMM47GX001	FMM47GX001
Daily Hours	7.5	7.5
Hourly Rate	\$27.39	\$30.13
Bi-Weekly Salary	\$2,054.21	\$2,259.63
Annual Salary	\$53,409.40	\$58,750.34
Supplemental Pay	N/A	N/A
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016211	101016211

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

- ☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired: _____

Last Day Worked: _____

Separation Date: _____

Terminated 3 days ADM Given: ☐ YES ☐ NO

Proper Notice Given: ☐ YES ☐ NO

Eligible for Re-Hire? ☐ YES ☐ NO

If Not Eligible for Re-Hire – Complete Part 3 and Review Eligibility Guidelines

VAC BAL: _____ COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (if no, must give explanation for request)

Salary justification memo and funding verification from Finance attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 4/21/2023
Department Director Signature:		Concurrence Date: 5/1/23
Department Director Signature (2):		Concurrence Date:
Administrator Signature (only required for ineligibility for rehire):		Concurrence Date:
General Counsel Signature (only required for ineligibility for rehire):		Concurrence Date:

*a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date:	HR MGR/Date:	HR Comp/Date:
EMP RELATIONS/Date:	HR DIR/Date:	City ADM/Date:



The City of Augusta
Human Resources Department

HR
Item 27.

Request for Personnel Action (RPA)

Employee Name: Roger Kimble

EMP I.D.: 17233

DEPT #: 4141

Proposed Effective Date: 05/27/23

PART 1: TYPE OF REQUEST ---► #1: must fill out Part 2-A ONLY ---► #2-12: must fill out Part 2-B & Part 3 ---► #13: must fill out Part 2-C & Part 3 ---► #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Address: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4141	4141
Job Title	Building Maintenance Worker	Building Maintenance Worker
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	10	10
PCN	FMM29FH001	FMM29FH001
Daily Hours	7.5	7.5
Hourly Rate	\$16.70	\$18.37
Bi-Weekly Salary	\$1,252.62	\$1,377.89
Annual Salary	\$32,568.19	\$35,825.01
Supplemental Pay	N/A	N/A
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016211	101016211

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

- ☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired: _____

Last Day Worked: _____

Separation Date: _____

Terminated 3 days ADM Given: ☐ YES ☐ NO

Proper Notice Given: ☐ YES ☐ NO

Eligible for Re-Hire? ☐ YES ☐ NO

If Not Eligible for Re-Hire -- Complete Part 3 and Review Eligibility Guidelines

VAC BAL: _____ COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Salary increase to aid in retention as well as compensate current employee for his continued contributions to the Department. Funding verification from Finance is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 4/21/2023
Department Director Signature:		Concurrence Date: 5/1/23
Department Director Signature (2):		Concurrence Date:
Administrator Signature (only required for ineligibility for rehire):		Concurrence Date:
General Counsel Signature (only required for ineligibility for rehire):		Concurrence Date:

a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS ☐ Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date:	HR MGR/Date:	HR Comp/Date:
EMP RELATIONS/Date:	HR DIR/Date:	City ADM/Date:



The City of Augusta
Human Resources Department

HR-1 FORM

Item 27.

Request for Personnel Action (RPA)

Employee Name: Robert Coleman

EMP I.D.: 20090

DEPT #: 4123

Proposed Effective Date: 05/27/23

PART 1: TYPE OF REQUEST ---► #1: must fill out Part 2-A ONLY ---► #2-12: must fill out Part 2-B & Part 3 ---► #13: must fill out Part 2-C & Part 3 ---► #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Address: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4123	4123
Job Title	Electrician I	Electrician I
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	13	13
PCN	FMC45IL001	FMC45IL001
Daily Hours	7.5	7.5
Hourly Rate	\$18.33	\$20.16
Bi-Weekly Salary	\$1,374.44	\$1,511.88
Annual Salary	\$35,735.36	\$39,308.90
Supplemental Pay	N/A	N/A
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016420	101016420

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:	
<input type="checkbox"/>	VQ 01 Resignation
<input type="checkbox"/>	VQ 02 Failure to Report to Work/AWOL
<input type="checkbox"/>	VQ 03 Lay-Off/RIF
<input type="checkbox"/>	VQ 04 Death
<input type="checkbox"/>	VQ 05 Loss of Job Requirements
<input type="checkbox"/>	VQ 06 Termination
<input type="checkbox"/>	VQ 07 Retirement
Date Hired: _____	
Last Day Worked: _____	
Separation Date: _____	
Terminated 3 days ADM Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Proper Notice Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Eligible for Re-Hire? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If Not Eligible for Re-Hire – Complete Part 3 and Review Eligibility Guidelines	
VAC BAL:	COMP BAL:

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Salary increase to aid in retention as well as compensate current employee for his continued contributions to the Department. Funding verification from Finance is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 4/21/2023
Department Director Signature:		Concurrence Date: 5/1/23
Department Director Signature (2):		Concurrence Date:
Administrator Signature (only required for ineligibility for rehire):		Concurrence Date:
General Counsel Signature (only required for ineligibility for rehire):		Concurrence Date:

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date:	HR MGR/Date:	HR Comp/Date:
EMP RELATIONS/Date:	HR DIR/Date:	City ADM/Date:

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Request for Personnel Action (RPA)

Employee Name: Cicolias Roberson

EMP I.D.: 20373

DEPT #: 4123

Proposed Effective Date: 05/27/23

PART 1: TYPE OF REQUEST ---► #1: must fill out Part 2-A ONLY ---► #2-12: must fill out Part 2-B & Part 3 ---► #13: must fill out Part 2-C & Part 3 ---► #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Address: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4123	4123
Job Title	Grounds Maintenance Supervisor	Grounds Maintenance Supervisor
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	13	13
PCN	FMC46GX001	FMC46GX001
Daily Hours	7.5	7.5
Hourly Rate	\$18.68	\$20.55
Bi-Weekly Salary	\$1,401.13	\$1,541.24
Annual Salary	\$36,429.25	\$40,072.18
Supplemental Pay	N/A	N/A
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016420	101016420

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

- ☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired: _____

Last Day Worked: _____

Separation Date: _____

Terminated 3 days ADM Given: ☐ YES ☐ NO

Proper Notice Given: ☐ YES ☐ NO

Eligible for Re-Hire? ☐ YES ☐ NO

If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines

VAC BAL: _____


COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (if no, must give explanation for request)

Salary increase to aid in retention as well as compensate current employee for his continued contributions to the Department. Funding verification from Finance is attached.

PART 4: DEPARTMENT APPROVAL

his Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 4/21/2023
Department Director Signature: 		Concurrence Date: 5/1/23
Department Director Signature (2): _____		Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehiring): _____		Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehiring): _____		Concurrence Date: _____

a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date: _____	HR MGR/Date: _____	HR Comp/Date: _____
EMP RELATIONS/Date: _____	HR DIR/Date: _____	City ADM/Date: _____

Request for Personnel Action (RPA)

Employee Name: Albert Livingston

EMP I.D.: 15816

DEPT #: 4141

Proposed Effective Date: 05/27/23

PART 1: TYPE OF REQUEST ---► #1: must fill out Part 2-A ONLY ---► #2-12: must fill out Part 2-B & Part 3 ---► #13: must fill out Part 2-C & Part 3 ---► #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____ Home Phone #: () -
Cell Phone #: () -
Office Phone #: () -
Address: _____
Employee Signature (required for personal information changes): _____ Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4141	4141
Job Title	Facilities Maintenance Supervisor	Facilities Maintenance Supervisor
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	15	15
PCN	FMM471J001	FMM471J001
Daily Hours	7.5	7.5
Hourly Rate	\$20.03	\$22.03
Bi-Weekly Salary	\$1,502.36	\$1,652.60
Annual Salary	\$39,061.41	\$42,967.55
Supplemental Pay	N/A	N/A
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016211	101016211

Employee Replaced (Name & I.D.):

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired: _____
Last Day Worked: _____
Separation Date: _____
Terminated 3 days ADM Given: ☐ YES ☐ NO
Proper Notice Given: ☐ YES ☐ NO
Eligible for Re-Hire? ☐ YES ☐ NO
If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines
VAC BAL: _____ COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Salary increase to aid in retention as well as compensate current employee for his continued contributions to the Department. Funding verification from Finance is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius Contact Phone #: 706-312-4152 Date Of Request: 4/21/2023
Department Director Signature: _____ Concurrence Date: 5/1/23
Department Director Signature (2): _____ Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehire): _____ Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehire): _____ Concurrence Date: _____
a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information
Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____
EMP MGR/Date: _____ HR MGR/Date: _____ HR Comp/Date: _____
EMP RELATIONS/Date: _____ HR DIR/Date: _____ City ADM/Date: _____



The City of Augusta
Human Resources Department

Item 27.

Request for Personnel Action (RPA)

Employee Name: Maria Rivera-Rivera

EMP I.D.: 19487

DEPT #: 4123

Proposed Effective Date: 05/27/23

PART 1: TYPE OF REQUEST ---► #1: must fill out Part 2-A ONLY ---► #2-12: must fill out Part 2-B & Part 3 ---► #13: must fill out Part 2-C & Part 3 ---► #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____ Home Phone #: () -
Cell Phone #: () -
Address: _____ Office Phone #: () -
Employee Signature (required for personal information changes): _____ Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4123	4123
Job Title	Deputy Director, Facilities	Deputy Director, Facilities
FLSA Status (E or NE)	E	E
Pay Class	200	200
Salary Grade	28	28
PCN	FMC41WQ001	FMC41WQ001
Daily Hours	7.5	7.5
Hourly Rate	\$45.36	\$49.89
Bi-Weekly Salary	\$3,401.73	\$3,741.90
Annual Salary	\$88,445.01	\$97,289.51
Supplemental Pay	N/A	N/A
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016420	101016420

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

- ☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired: _____

Last Day Worked: _____

Separation Date: _____

Terminated 3 days ADM Given: ☐ YES ☐ NO

Proper Notice Given: ☐ YES ☐ NO

Eligible for Re-Hire? ☐ YES ☐ NO

If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines

VAC BAL: _____ COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (if no, must give explanation for request)

Salary justification memo and funding verification from Finance attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: <u>Katie Cornelius</u>	Contact Phone #: <u>706-312-4152</u>	Date Of Request: <u>4/28/23</u>
Department Director Signature: <u>[Signature]</u>		Concurrence Date: <u>5/17/23</u>
Department Director Signature (2): _____		Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date: _____	HR MGR/Date: _____	HR Comp/Date: _____
EMP RELATIONS/Date: _____	HR DIR/Date: _____	City ADM/Date: _____

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The City of Augusta
Human Resources Department

HR- Item 27.

Request for Personnel Action (RPA)

Employee Name: Cedric Berry

EMP I.D.: 20834

DEPT #: 4123

Proposed Effective Date: 05/27/23

PART 1: TYPE OF REQUEST ---> #1: must fill out Part 2-A ONLY ---> #2-12: must fill out Part 2-B & Part 3 ---> #13: must fill out Part 2-C & Part 3 ---> #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Address: _____

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4123	4123
Job Title	HVAC Technician I	HVAC Technician I
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	13	13
PCN	FMC52MQ002	FMC52MQ002
Daily Hours	7.5	7.5
Hourly Rate	\$17.27	\$19.00
Bi-Weekly Salary	\$1,295.54	\$1,425.09
Annual Salary	\$33,684.00	\$37,052.40
Supplemental Pay	N/A	N/A
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016420	101016420

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:	
<input type="checkbox"/>	VQ 01 Resignation
<input type="checkbox"/>	VQ 02 Failure to Report to Work/AWOL
<input type="checkbox"/>	VQ 03 Lay-Off/RIF
<input type="checkbox"/>	VQ 04 Death
<input type="checkbox"/>	VQ 05 Loss of Job Requirements
<input type="checkbox"/>	VQ 06 Termination
<input type="checkbox"/>	VQ 07 Retirement
Date Hired: _____	
Last Day Worked: _____	
Separation Date: _____	
Terminated 3 days ADM Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Proper Notice Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Eligible for Re-Hire? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines	
VAC BAL: _____	COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Salary increase to aid in retention as well as compensate current employee for his continued contributions to the Department. Funding verification from Finance is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 4/21/2023
Department Director Signature:		Concurrence Date: 7/17/23
Department Director Signature (2):		Concurrence Date:
Administrator Signature (only required for ineligibility for rehire):		Concurrence Date:
General Counsel Signature (only required for ineligibility for rehire):		Concurrence Date:

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date:	HR MGR/Date:	HR Comp/Date:
EMP RELATIONS/Date:	HR DIR/Date:	City ADM/Date:



Central Services Department

Ron Lampkin, Interim Director
2760 Peach Orchard Road Augusta GA 30906
(706) 828-7174 Phone

MEMORANDUM

TO: Anita Rookard, Director, Human Resources

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

DATE: June 30, 2023

SUBJECT: Exceptional Circumstances Adjustments – Retention

As per the City of Augusta's Personnel, Policy & Procedures Manual Section 500.106 - **Exceptional Circumstances Adjustments**, Central Services would like to pursue retention increases to several employees within the Facilities Maintenance division.

Our department has abolished one of our vacant positions to assist in funding the retention of current employees. Despite the increases offered through the retention bonus and retention plans I and II, Central Services has been facing significant turnover rates due to staff transfers to nearby City departments like the Airport, Transit, and Utilities, and external companies.

In addition, for an extended period without receiving additional pay, several Central Services personnel have taken on the duties of various vacant positions within our department.

As an example of an internal transfers during the previous year, two Electricians, one Building Maintenance Worker, one Building Maintenance Technician, one Plumber, and one Groundskeeper have transferred to one of the previously named departments within the City. Along with internal transfers, over the past two years we have experienced external company turnovers of two Building Maintenance Workers, one Building Maintenance Technician, two Grounds Maintenance Supervisors, and one Groundskeeper for a total of 11 employees.

Due to the above-mentioned transfers and separations, our department has been operating under a lean structure. At this moment, if any of our department's current employees were to separate or transfer, it will provoke a critical situation within our department. Potential vacancies would have a direct impact to all facilities that fall under Central Services' responsibility, to include:

- All Parks & Recreation facilities
- Richmond County Sheriff's Office locations
- Board of Elections locations
- Utilities facilities
- Housing & Community Development
- Engineering
- Records Retention facilities
- Mosquito Control
- Planning and Development
- Tag Offices
- Department of Driver's Services
- Municipal Building Campus
- Sheriff's Administration
- 911 Building



Central Services Department

Ron Lampkin, Interim Director
2760 Peach Orchard Road Augusta GA 30906
(706) 828-7174 Phone

Subsequently, HVAC, Electrical, and Plumbing related requests would have to be contracted out to a vendor to provide the required services. This would not only have a financial impact to the department and the City's budgets, but also the department's response times to service requests.

We offer these increases to the listed personnel to ensure their retention within their current positions in Central Services.

Your approval with this request is greatly appreciated.

RL/mcrr

Department Name:
Department Org Key #:
Payroll #:

Central Services
various
various

2023 Budget - Salary Increase

Abolished Positions		Dept	Salary	FICA	Medicare	Health Ins	Life Ins	GMERS	LTD	Total
Carpenter FMC29ST003	4123		32,389.00	2,008.12	469.64	8,600.00	180.00	2,461.56	76.11	46,184.44
Bldg Maintenance Worker FMC29FH004	4123		29,798.00	1,847.48	432.07	8,600.00	180.00	2,264.65	70.03	43,192.22
Total			62,187.00	3,855.59	901.71	17,200.00	360.00	4,726.21	146.14	89,376.66

Positions		Dept	Salary	7% Salary Increase	New Salary Amt.	Add'l Fica	Add'l MED	Health Ins	Life Ins	Add'l GMERS	Add'l LTD	Total
Allen Smith	move		39,902.50	-	39,902.50	2,473.96	578.59	12,978.00	180.00	3,032.59	93.77	59,239.40
Darrell Walker	4123		36,022.59	2,521.58	38,544.17	156.34	36.56	-	-	191.64	5.93	2,912.05
Eric Bell	4123		41,233.24	2,886.33	44,119.57	178.95	41.85	-	-	219.36	6.78	3,333.27
John Mathis	6700		51,510.94	3,605.77	55,116.71	223.56	52.28	-	-	274.04	8.47	4,164.12
Alvin Beard	6700		24,071.48	1,685.00	25,756.48	104.47	24.43	-	-	128.06	3.96	1,945.93
Jamie Heath	6700		24,071.48	1,685.00	25,756.48	104.47	24.43	-	-	128.06	3.96	1,945.93
Helen Ruffin	4141		25,034.34	1,752.40	26,786.74	108.65	25.41	-	-	133.18	4.12	2,023.76
James Pyron	4141		24,071.48	1,685.00	25,756.48	104.47	24.43	-	-	128.06	3.96	1,945.93
Anglia Smith	4141		24,071.48	1,685.00	25,756.48	104.47	24.43	-	-	128.06	3.96	1,945.93
Odessa Barnes	4143		24,071.48	1,685.00	25,756.48	104.47	24.43	-	-	128.06	3.96	1,945.93
Doris Moore	4144		24,071.48	1,685.00	25,756.48	104.47	24.43	-	-	128.06	3.96	1,945.93
Mona Givens	4144		23,715.74	1,660.10	25,375.84	102.93	24.07	-	-	126.17	3.90	1,917.17
William Middleton	4144		25,515.76	1,786.10	27,301.86	110.74	25.90	-	-	135.74	4.20	2,062.68
Totals			387,363.99	24,322.30	411,686.29	3,981.94	931.26	12,978.00	180.00	4,881.09	150.93	87,328.02

Abolished Positions
New Position
Increases
Balance

89,376.66
(39,239.40)
(28,088.61)
2,048.64



The City of Augusta
Human Resources Department

HR- Item 27.

Request for Personnel Action (RPA)

Employee Name: Vacant Position EMP I.D.: N/A DEPT #: 4123 Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---> #1: must fill out Part 2-A ONLY ---> #2-12: must fill out Part 2-B & Part 3 ---> #13: must fill out Part 2-C & Part 3 ---> #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☒ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☐ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____ Home Phone #: () -
Cell Phone #: () -
Address: _____ Office Phone #: () -
Employee Signature (required for personal information changes): _____ Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO		SEPARATION FROM SERVICE REASON:
Dept #	4123	4123	<input type="checkbox"/>	VQ 01 Resignation
Job Title	Carpenter	Carpenter	<input type="checkbox"/>	VQ 02 Failure to Report to Work/AWOL
FLSA Status (E or NE)	NE	NE	<input type="checkbox"/>	VQ 03 Lay-Off/RIFF
Pay Class	100	100	<input type="checkbox"/>	VQ 04 Death
Salary Grade	12	12	<input type="checkbox"/>	VQ 05 Loss of Job Requirements
PCN	FMC29ST003	FMC29ST003	<input type="checkbox"/>	VQ 06 Termination
Daily Hours	7.5	7.5	<input type="checkbox"/>	VQ 07 Retirement
Hourly Rate	\$16.61	\$16.61		Date Hired:
Bi-Weekly Salary	\$1,245.73	\$1,245.73		Last Day Worked:
Annual Salary	\$32,389.00	\$32,389.00		Separation Date:
Supplemental Pay	N/A	N/A		Terminated 3 days ADM Given: <input type="checkbox"/> YES <input type="checkbox"/> NO
Safety Sensitive (Y or N)	Y	Y		Proper Notice Given: <input type="checkbox"/> YES <input type="checkbox"/> NO
GL Account number:	101016420	101016420		Eligible for Re-Hire? <input type="checkbox"/> YES <input type="checkbox"/> NO
	Position to be abolished.	Position to be abolished.		If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines

Employee Replaced (Name & I.D.):

VAC BAL: COMP BAL:

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (if no, must give explanation for request)

Vacant position is not needed due to current operational structure and will be abolished to support the salary of the position department transfer for PCN: FCA471J001, Facilities Maintenance Supervisor, currently occupied by Mr. Allen Smith, employee ID 18376. Funding verification from Finance attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius Contact Phone #: 706-312-4152 Date Of Request: 09/29/2023
Department Director Signature: [Signature] Concurrence Date: 10/2/23
Department Director Signature (2): Concurrence Date:
Administrator Signature (only required for ineligibility for rehire): Concurrence Date:
General Counsel Signature (only required for ineligibility for rehire): Concurrence Date:

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): Effective on the PP begin/end date of: Processed By/Date:

EMP MGR/Date: HR MGR/Date: HR Comp/Date:
EMP RELATIONS/Date: HR DIR/Date: City ADM/Date:



The City of Augusta
Human Resources Department

HR

Item 27.

Request for Personnel Action (RPA)

Employee Name: Vacant Position

EMP I.D.: N/A

DEPT #: 4123

Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---> #1: must fill out Part 2-A ONLY ---> #2-12: must fill out Part 2-B & Part 3 ---> #13: must fill out Part 2-C & Part 3 ---> #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☒ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☐ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Address: _____

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4123	4123
Job Title	Building Maintenance Worker	Building Maintenance Worker
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	10	10
PCN	FMC29FH004	FMC29FH004
Daily Hours	7.5	7.5
Hourly Rate	\$16.21	\$16.21
Bi-Weekly Salary	\$1,215.58	\$1,215.58
Annual Salary	\$31,605.00	\$31,605.00
Supplemental Pay	N/A	N/A
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016420	101016420
	Position to be abolished.	Position to be abolished.

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:	
<input type="checkbox"/>	VQ 01 Resignation
<input type="checkbox"/>	VQ 02 Failure to Report to Work/AWOL
<input type="checkbox"/>	VQ 03 Lay-Off/RIF
<input type="checkbox"/>	VQ 04 Death
<input type="checkbox"/>	VQ 05 Loss of Job Requirements
<input type="checkbox"/>	VQ 06 Termination
<input type="checkbox"/>	VQ 07 Retirement
Date Hired: _____	
Last Day Worked: _____	
Separation Date: _____	
Terminated 3 days ADM Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Proper Notice Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Eligible for Re-Hire? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines	
VAC BAL:	COMP BAL:

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (if no, must give explanation for request)

Vacant position is not needed due to current operational structure and will be abolished to support the salary of the position department transfer for PCN: FCA471J001, Facilities Maintenance Supervisor, currently occupied by Mr. Allen Smith, employee ID 18376. Remaining funds from position will be utilized to support salary increases for current employees. Funding verification from Finance and justification attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 9/29/2023
Department Director Signature: _____		Concurrence Date: 10/2/23
Department Director Signature (2): _____		Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____

Effective on the PP begin/end date of: _____

Processed By/Date: _____

EMP MGR/Date: _____	HR MGR/Date: _____	HR Comp/Date: _____
EMP RELATIONS/Date: _____	HR DIR/Date: _____	City ADM/Date: _____



The City of Augusta
Human Resources Department

Item 27.

Request for Personnel Action (RPA)

Employee Name: **Darrell Walker**

EMP I.D.: **04338**

DEPT #: **4123**

Proposed Effective Date: **10/14/2023**

PART 1: TYPE OF REQUEST ---► #1: must fill out Part 2-A ONLY ---► #2-12: must fill out Part 2-B & Part 3 ---► #13: must fill out Part 2-C & Part 3 ---► #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Address: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4123	4123
Job Title	Painter	Painter
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	11	11
PCN	FMC59MQ001	FMC59MQ001
Daily Hours	7.5	7.5
Hourly Rate	\$18.47	\$19.76
Bi-Weekly Salary	\$1,385.48	\$1,482.47
Annual Salary	\$36,022.59	\$38,544.17
Supplemental Pay		
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016420	101016420

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:	
<input type="checkbox"/>	VQ 01 Resignation
<input type="checkbox"/>	VQ 02 Failure to Report to Work/AWOL
<input type="checkbox"/>	VQ 03 Lay-Off/RIF
<input type="checkbox"/>	VQ 04 Death
<input type="checkbox"/>	VQ 05 Loss of Job Requirements
<input type="checkbox"/>	VQ 06 Termination
<input type="checkbox"/>	VQ 07 Retirement
Date Hired: _____	
Last Day Worked: _____	
Separation Date: _____	
Terminated 3 days ADM Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Proper Notice Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Eligible for Re-Hire? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines	
VAC BAL:	COMP BAL:

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (if no, must give explanation for request)

Funding verification from Finance and justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 09/27/2023
Department Director Signature:		Concurrence Date: 10/2/23
Department Director Signature (2): _____		Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date: _____	HR MGR/Date: _____	HR Comp/Date: _____
EMP RELATIONS/Date: _____	HR DIR/Date: _____	City ADM/Date: _____



The City of Augusta
Human Resources Department

HR- Item 27.

Request for Personnel Action (RPA)

Employee Name: Eric Bell EMP I.D.: 13981 DEPT #: 4123 Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---► #1: must fill out Part 2-A ONLY ---► #2-12: must fill out Part 2-B & Part 3 ---► #13: must fill out Part 2-C & Part 3 ---► #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Address: _____

Employee Signature (required for personal information changes): _____ Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4123	4123
Job Title	Facilities Maintenance Supervisor	Facilities Maintenance Supervisor
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	15	15
PCN	FMC471J003	FMC471J003
Daily Hours	7.5	7.5
Hourly Rate	\$21.15	\$22.63
Bi-Weekly Salary	\$1,585.89	\$1,696.91
Annual Salary	\$41,233.24	\$44,119.57
Supplemental Pay		
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016420	101016420

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

- ☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired: _____

Last Day Worked: _____

Separation Date: _____

Terminated 3 days ADM Given: ☐ YES ☐ NO

Proper Notice Given: ☐ YES ☐ NO

Eligible for Re-Hire? ☐ YES ☐ NO

If Not Eligible for Re-Hire – Complete Part 3 and Review Eligibility Guidelines

Employee Replaced (Name & I.D.): _____

VAC BAL: _____ COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Funding verification from Finance and justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: <u>Katie Cornelius</u>	Contact Phone #: <u>706-312-4152</u>	Date Of Request: <u>09/27/2023</u>
Department Director Signature: <u>[Signature]</u>		Concurrence Date: <u>10/2/23</u>
Department Director Signature (2): _____		Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date: _____	HR MGR/Date: _____	HR Comp/Date: _____
EMP RELATIONS/Date: _____	HR DIR/Date: _____	City ADM/Date: _____



The City of Augusta
Human Resources Department

HR- Item 27.

Request for Personnel Action (RPA)

Employee Name: John Mathis

EMP I.D.: 00969

DEPT #: 6700

Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---► #1: must fill out Part 2-A ONLY ---► #2-12: must fill out Part 2-B & Part 3 ---► #13: must fill out Part 2-C & Part 3 ---► #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION
Name Change: _____ Home Phone #: () -
Cell Phone #: () -
Address: _____ Office Phone #: () -
Employee Signature (required for personal information changes): _____ Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	6700	6700
Job Title	Facilities Maintenance Manager	Facilities Maintenance Manager
FLSA Status (E or NE)	E	E
Pay Class	200	200
Salary Grade	20	20
PCN	FMR47GX001	FMR47GX001
Daily Hours	7.5	7.5
Hourly Rate	\$26.42	\$28.26
Bi-Weekly Salary	\$1,981.19	\$2,119.87
Annual Salary	\$51,510.94	\$55,116.71
Supplemental Pay		
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016215	101016215

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:
☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement
Date Hired: _____
Last Day Worked: _____
Separation Date: _____
Terminated 3 days ADM Given: ☐ YES ☐ NO
Proper Notice Given: ☐ YES ☐ NO
Eligible for Re-Hire? ☐ YES ☐ NO
If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines
VAC BAL: _____ COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Funding verification from Finance and justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius Contact Phone #: 706-312-4152 Date Of Request: 09/27/2023
Department Director Signature: _____ Concurrence Date: 10/2/23
Department Director Signature (2): _____ Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehire): _____ Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehire): _____ Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date: _____ HR MGR/Date: _____ HR Comp/Date: _____
EMP RELATIONS/Date: _____ HR DIR/Date: _____ City ADM/Date: _____



The City of Augusta
Human Resources Department

HR- Item 27.

Request for Personnel Action (RPA)

Employee Name: Alvin Beard EMP I.D.: 06169 DEPT #: 6700 Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---> #1: must fill out Part 2-A ONLY ---> #2-12: must fill out Part 2-B & Part 3 ---> #13: must fill out Part 2-C & Part 3 ---> #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____ Home Phone #: () -
Cell Phone #: () -
Address: _____ Office Phone #: () -
Employee Signature (required for personal information changes): _____ Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	6700	6700
Job Title	Custodian	Custodian
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	4	4
PCN	FMR38LP002	FMR38LP002
Daily Hours	7.5	7.5
Hourly Rate	\$12.34	\$13.20
Bi-Weekly Salary	\$925.83	\$990.63
Annual Salary	\$24,071.48	\$25,756.48
Supplemental Pay	\$3.37 hourly supplement	\$3.37 hourly supplement
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016215	101016215

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired: _____
Last Day Worked: _____
Separation Date: _____
Terminated 3 days ADM Given: ☐ YES ☐ NO
Proper Notice Given: ☐ YES ☐ NO
Eligible for Re-Hire? ☐ YES ☐ NO
If Not Eligible for Re-Hire – Complete Part 3 and Review Eligibility Guidelines
VAC BAL: _____ COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (if no, must give explanation for request)

Funding verification from Finance and Justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius Contact Phone #: 706-312-4152 Date Of Request: 09/27/2023
Department Director Signature: _____ Concurrence Date: 10/2/23
Department Director Signature (2): _____ Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehire): _____ Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehire): _____ Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date:	HR MGR/Date:	HR Comp/Date:
EMP RELATIONS/Date:	HR DIR/Date:	City ADM/Date:



The City of Augusta
Human Resources Department

HR Item 27.

Request for Personnel Action (RPA)

Employee Name: Janie Heath

EMP I.D.: 14324

DEPT #: 6700

Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---►#1: must fill out Part 2-A ONLY ---►#2-12: must fill out Part 2-B & Part 3 ---►#13: must fill out Part 2-C & Part 3 ---►#14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____ Home Phone #: () -
Cell Phone #: () -
Office Phone #: () -

Address: _____

Employee Signature (required for personal information changes): _____ Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	6700	6700
Job Title	Custodian	Custodian
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	4	4
PCN	FMR38LP001	FMR38LP001
Daily Hours	7.5	7.5
Hourly Rate	\$12.34	\$13.20
Bi-Weekly Salary	\$925.83	\$990.63
Annual Salary	\$24,071.48	\$25,756.48
Supplemental Pay	\$3.37 hourly supplement	\$3.37 hourly supplement
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016215	101016215

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired: _____
Last Day Worked: _____
Separation Date: _____
Terminated 3 days ADM Given: ☐ YES ☐ NO
Proper Notice Given: ☐ YES ☐ NO
Eligible for Re-Hire? ☐ YES ☐ NO
If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines
VAC BAL: _____ COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (if no, must give explanation for request)

Funding verification from Finance and justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius Contact Phone #: 706-312-4152 Date Of Request: 09/27/2023

Department Director Signature: _____ Concurrence Date: 10/2/23

Department Director Signature (2): _____ Concurrence Date: _____

Administrator Signature (only required for ineligibility for rehire): _____ Concurrence Date: _____

General Counsel Signature (only required for ineligibility for rehire): _____ Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date: _____ HR MGR/Date: _____ HR Comp/Date: _____
EMP RELATIONS/Date: _____ HR DIR/Date: _____ City ADM/Date: _____



The City of Augusta
Human Resources Department

HR Item 27.

Request for Personnel Action (RPA)

Employee Name: Helen Ruffin

EMP I.D.: 09288

DEPT #: 4141

Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---> #1: must fill out Part 2-A ONLY ---> #2-12: must fill out Part 2-B & Part 3 ---> #13: must fill out Part 2-C & Part 3 ---> #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Address: _____

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4141	4141
Job Title	Custodian	Custodian
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	4	4
PCN	FMM38LP001	FMM38LP001
Daily Hours	7.5	7.5
Hourly Rate	\$12.84	\$13.74
Bi-Weekly Salary	\$962.86	\$1,030.26
Annual Salary	\$25,034.34	\$26,786.74
Supplemental Pay	\$2.90 hourly supplement	\$2.90 hourly supplement
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016211	101016211

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:	
<input type="checkbox"/>	VQ 01 Resignation
<input type="checkbox"/>	VQ 02 Failure to Report to Work/AWOL
<input type="checkbox"/>	VQ 03 Lay-Off/RIF
<input type="checkbox"/>	VQ 04 Death
<input type="checkbox"/>	VQ 05 Loss of Job Requirements
<input type="checkbox"/>	VQ 06 Termination
<input type="checkbox"/>	VQ 07 Retirement
Date Hired: _____	
Last Day Worked: _____	
Separation Date: _____	
Terminated 3 days ADM Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Proper Notice Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Eligible for Re-Hire? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If Not Eligible for Re-Hire -- Complete Part 3 and Review Eligibility Guidelines	
VAC BAL: _____	COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Funding verification from Finance and justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius

Contact Phone #: 706-312-4152

Date Of Request: 09/27/2023

Department Director Signature: _____

Concurrence Date: _____

Department Director Signature (2): _____

Concurrence Date: _____

Administrator Signature (only required for ineligibility for rehire): _____

Concurrence Date: _____

General Counsel Signature (only required for ineligibility for rehire): _____

Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____

Effective on the PP begin/end date of: _____

Processed By/Date: _____

EMP MGR/Date: _____

HR MGR/Date: _____

HR Comp/Date: _____

EMP RELATIONS/Date: _____

HR DIR/Date: _____

City ADM/Date: _____



The City of Augusta
Human Resources Department

HR Item 27.

Request for Personnel Action (RPA)

Employee Name: James Pylon

EMP I.D.: 16707

DEPT #: 4141

Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---> #1: must fill out Part 2-A ONLY ---> #2-12: must fill out Part 2-B & Part 3 ---> #13: must fill out Part 2-C & Part 3 ---> #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Address: _____

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4141	4141
Job Title	Custodian	Custodian
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	4	4
PCN	FMM38LP002	FMM38LP002
Daily Hours	7.5	7.5
Hourly Rate	\$12.34	\$13.20
Bi-Weekly Salary	\$925.83	\$990.63
Annual Salary	\$24,071.48	\$25,756.48
Supplemental Pay	\$3.37 hourly supplement	\$3.37 hourly supplement
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016211	101016211

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

- ☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired: _____

Last Day Worked: _____

Separation Date: _____

Terminated 3 days ADM Given: ☐ YES ☐ NO

Proper Notice Given: ☐ YES ☐ NO

Eligible for Re-Hire? ☐ YES ☐ NO

If Not Eligible for Re-Hire -- Complete Part 3 and Review Eligibility Guidelines

VAC BAL: _____ COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Funding verification from Finance and justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 09/27/2023
Department Director Signature:		Concurrence Date: 01/31/23
Department Director Signature (2): _____		Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date: _____	HR MGR/Date: _____	HR Comp/Date: _____
EMP RELATIONS/Date: _____	HR DIR/Date: _____	City ADM/Date: _____



The City of Augusta
Human Resources Department

HR Item 27.

Request for Personnel Action (RPA)

Employee Name: Anglia Smith

EMP I.D.: 17845

DEPT #: 4141

Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---►#1: must fill out Part 2-A ONLY ---►#2-12: must fill out Part 2-B & Part 3 ---►#13: must fill out Part 2-C & Part 3 ---►#14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change:

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Address:

Employee Signature (required for personal information changes):

Date:

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4141	4141
Job Title	Custodian	Custodian
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	4	4
PCN	FMM38LP003	FMM38LP003
Daily Hours	7.5	7.5
Hourly Rate	\$12.34	\$13.20
Bi-Weekly Salary	\$925.83	\$990.63
Annual Salary	\$24,071.48	\$25,756.48
Supplemental Pay	\$3.37 hourly supplement	\$3.37 hourly supplement
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016211	101016211

Employee Replaced (Name & I.D.):

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:	
<input type="checkbox"/>	VQ 01 Resignation
<input type="checkbox"/>	VQ 02 Failure to Report to Work/AWOL
<input type="checkbox"/>	VQ 03 Lay-Off/RIF
<input type="checkbox"/>	VQ 04 Death
<input type="checkbox"/>	VQ 05 Loss of Job Requirements
<input type="checkbox"/>	VQ 06 Termination
<input type="checkbox"/>	VQ 07 Retirement
Date Hired:	
Last Day Worked:	
Separation Date:	
Terminated 3 days ADM Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Proper Notice Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Eligible for Re-Hire? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines	
VAC BAL:	COMP BAL:

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Funding verification from Finance and justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 09/27/2023
Department Director Signature:		Concurrence Date: 10/2/2023
Department Director Signature (2):		Concurrence Date:
Administrator Signature (only required for ineligibility for rehire):		Concurrence Date:
General Counsel Signature (only required for ineligibility for rehire):		Concurrence Date:

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): Effective on the PP begin/end date of: Processed By/Date:

EMP MGR/Date:	HR MGR/Date:	HR Comp/Date:
EMP RELATIONS/Date:	HR DIR/Date:	City ADM/Date:



The City of Augusta
Human Resources Department

HR Item 27.

Request for Personnel Action (RPA)

Employee Name: Odessa Barnes

EMP I.D.: 17768

DEPT #: 4143

Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---► #1: must fill out Part 2-A ONLY ---► #2-12: must fill out Part 2-B & Part 3 ---► #13: must fill out Part 2-C & Part 3 ---► #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Address: _____

Employee Signature (required for personal information changes): _____ Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4143	4143
Job Title	Custodian	Custodian
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	4	4
PCN	FPD38LP001	FPD38LP001
Daily Hours	7.5	7.5
Hourly Rate	\$12.34	\$13.20
Bi-Weekly Salary	\$925.83	\$990.63
Annual Salary	\$24,071.48	\$25,756.48
Supplemental Pay	\$3.36 hourly supplement	\$3.36 hourly supplement
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016218	101016218

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

<input type="checkbox"/>	VQ 01 Resignation
<input type="checkbox"/>	VQ 02 Failure to Report to Work/AWOL
<input type="checkbox"/>	VQ 03 Lay-Off/RIF
<input type="checkbox"/>	VQ 04 Death
<input type="checkbox"/>	VQ 05 Loss of Job Requirements
<input type="checkbox"/>	VQ 06 Termination
<input type="checkbox"/>	VQ 07 Retirement
Date Hired: _____	
Last Day Worked: _____	
Separation Date: _____	
Terminated 3 days ADM Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Proper Notice Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Eligible for Re-Hire? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If Not Eligible for Re-Hire – Complete Part 3 and Review Eligibility Guidelines	
VAC BAL: _____	COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Funding verification from Finance and justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 09/27/2023
Department Director Signature: _____		Concurrence Date: 10/2/23
Department Director Signature (2): _____		Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date: _____	HR MGR/Date: _____	HR Comp/Date: _____
EMP RELATIONS/Date: _____	HR DIR/Date: _____	City ADM/Date: _____



The City of Augusta
Human Resources Department

HR- Item 27.

Request for Personnel Action (RPA)

Employee Name: Doris Moore EMP I.D.: 00931 DEPT #: 4144 Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---> #1: must fill out Part 2-A ONLY ---> #2-12: must fill out Part 2-B & Part 3 ---> #13: must fill out Part 2-C & Part 3 ---> #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____ Home Phone #: () -
Cell Phone #: () -
Office Phone #: () -

Address: _____

Employee Signature (required for personal information changes): _____ Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4144	4144
Job Title	Custodian	Custodian
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	4	4
PCN	FMS38LP001	FMS38LP001
Daily Hours	7.5	7.5
Hourly Rate	\$12.34	\$13.20
Bi-Weekly Salary	\$925.83	\$990.63
Annual Salary	\$24,071.48	\$25,756.48
Supplemental Pay	\$3.37 hourly supplement	\$3.37 hourly supplement
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016216	101016216

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired: _____
Last Day Worked: _____
Separation Date: _____
Terminated 3 days ADM Given: ☐ YES ☐ NO
Proper Notice Given: ☐ YES ☐ NO
Eligible for Re-Hire? ☐ YES ☐ NO
If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines
VAC BAL: _____ COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Funding verification from Finance and justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius Contact Phone #: 706-312-4152 Date Of Request: 09/27/2023

Department Director Signature: _____ Concurrence Date: 10/2/23

Department Director Signature (2): _____ Concurrence Date: _____

Administrator Signature (only required for ineligibility for rehire): _____ Concurrence Date: _____

General Counsel Signature (only required for ineligibility for rehire): _____ Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date:	HR MGR/Date:	HR Comp/Date:
EMP RELATIONS/Date:	HR DIR/Date:	City ADM/Date:



The City of Augusta
Human Resources Department

HR Item 27.

Request for Personnel Action (RPA)

Employee Name: Mona Givens EMP I.D.: 19248 DEPT #: 4144 Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---► #1: must fill out Part 2-A ONLY ---► #2-12: must fill out Part 2-B & Part 3 ---► #13: must fill out Part 2-C & Part 3 ---► #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Address: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4144	4144
Job Title	Custodian	Custodian
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	4	4
PCN	FMS38LP003	FMS38LP003
Daily Hours	7.5	7.5
Hourly Rate	\$12.16	\$13.01
Bi-Weekly Salary	\$912.14	\$975.99
Annual Salary	\$23,715.74	\$25,375.84
Supplemental Pay	\$3.54 hourly supplement	\$3.54 hourly supplement
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016216	101016216

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:	
<input type="checkbox"/>	VQ 01 Resignation
<input type="checkbox"/>	VQ 02 Failure to Report to Work/AWOL
<input type="checkbox"/>	VQ 03 Lay-Off/RIF
<input type="checkbox"/>	VQ 04 Death
<input type="checkbox"/>	VQ 05 Loss of Job Requirements
<input type="checkbox"/>	VQ 06 Termination
<input type="checkbox"/>	VQ 07 Retirement
Date Hired: _____	
Last Day Worked: _____	
Separation Date: _____	
Terminated 3 days ADM Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Proper Notice Given: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Eligible for Re-Hire? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If Not Eligible for Re-Hire – Complete Part 3 and Review Eligibility Guidelines	
VAC BAL:	COMP BAL:

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (if no, must give explanation for request)

Funding verification from Finance and justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: <u>Katie Cornelius</u>	Contact Phone #: <u>706-312-4152</u>	Date Of Request: <u>09/27/2023</u>
Department Director Signature: <u>[Signature]</u>		Concurrence Date: <u>10/2/23</u>
Department Director Signature (2): _____		Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date: _____	HR MGR/Date: _____	HR Comp/Date: _____
EMP RELATIONS/Date: _____	HR DIR/Date: _____	City ADM/Date: _____



The City of Augusta
Human Resources Department

HR Item 27.

Request for Personnel Action (RPA)

Employee Name: William Middleton

EMP I.D.: 00925

DEPT #: 4144

Proposed Effective Date: 10/14/2023

PART 1: TYPE OF REQUEST ---> #1: must fill out Part 2-A ONLY ---> #2-12: must fill out Part 2-B & Part 3 ---> #13: must fill out Part 2-C & Part 3 ---> #14: fill out Part 2 & 3

1. ☐ Name/Phone/Add 2. ☐ Reclassification 3. ☐ Position Abolishment 4. ☐ Transfer 5. ☐ Promotion 6. ☐ Demotion 7. ☐ Interim Appointment
8. ☐ Suspension 9. ☐ New Position 10. ☐ Work Hours 11. ☒ Rate of Pay 12. ☐ Budget # 13. ☐ Separation 14. ☐ Other:

PART 2: PREPARATION FOR PERSONNEL ACTION

A. PERSONAL INFORMATION

Name Change: _____

Home Phone #: () -

Cell Phone #: () -

Office Phone #: () -

Address: _____

Employee Signature (required for personal information changes): _____

Date: _____

B. POSITION INFORMATION

	CHANGE FROM	CHANGE TO
Dept #	4144	4144
Job Title	Custodian	Custodian
FLSA Status (E or NE)	NE	NE
Pay Class	100	100
Salary Grade	4	4
PCN	FMS38LP002	FMS38LP002
Daily Hours	7.5	7.5
Hourly Rate	\$13.09	\$14.00
Bi-Weekly Salary	\$981.38	\$1,050.07
Annual Salary	\$25,515.76	\$27,301.86
Supplemental Pay	\$2.67 hourly supplement	\$2.67 hourly supplement
Safety Sensitive (Y or N)	Y	Y
GL Account number:	101016216	101016216

Employee Replaced (Name & I.D.): _____

C. SEPARATION INFORMATION

SEPARATION FROM SERVICE REASON:

- ☐ VQ 01 Resignation
☐ VQ 02 Failure to Report to Work/AWOL
☐ VQ 03 Lay-Off/RIF
☐ VQ 04 Death
☐ VQ 05 Loss of Job Requirements
☐ VQ 06 Termination
☐ VQ 07 Retirement

Date Hired: _____

Last Day Worked: _____

Separation Date: _____

Terminated 3 days ADM Given: ☐ YES ☐ NO

Proper Notice Given: ☐ YES ☐ NO

Eligible for Re-Hire? ☐ YES ☐ NO

If Not Eligible for Re-Hire - Complete Part 3 and Review Eligibility Guidelines

VAC BAL: _____ COMP BAL: _____

PART 3: EXPLANATION FOR REQUEST

See Attached Documentation? ☒ YES ☐ NO (If no, must give explanation for request)

Funding verification from Finance and Justification memorandum is attached.

PART 4: DEPARTMENT APPROVAL

This Request was Processed By: Katie Cornelius	Contact Phone #: 706-312-4152	Date Of Request: 09/27/2023
Department Director Signature:		Concurrence Date: 10/2/20
Department Director Signature (2): _____		Concurrence Date: _____
Administrator Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____
General Counsel Signature (only required for ineligibility for rehire): _____		Concurrence Date: _____

If a transfer between departments, both director signatures required***

BELOW IS FOR HUMAN RESOURCES ONLY

Distributed necessary copies to: ☐ PAYROLL ☐ BENEFITS Verified: ☐ Employee Information ☐ Position Information ☐ Separation Information

Received on (date): _____ Effective on the PP begin/end date of: _____ Processed By/Date: _____

EMP MGR/Date: _____	HR MGR/Date: _____	HR Comp/Date: _____
EMP RELATIONS/Date: _____	HR DIR/Date: _____	City ADM/Date: _____



Commission Meeting

November 21, 2023

AO Jail Funding

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Presentation of Administrator's recommendation for funding new jail pods.
Background:	On September 5 th the Commission approved funding in the amount of \$310,000.00, from Contingency Fund, as an emergency procurement for the replacement of locks and hinges at the Jail and to defer to the Administrator to come back with a recommendation on funding for the new Jail pod.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Presentation of Administrator's recommendation for funding new jail pods.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Finance Department

Donna B. Williams, CGFM
Director

Timothy E. Schroer, CPA, CGMA
Deputy Director

Memo

To: Takiyah A. Douse, Interim Administrator
Donna B. Williams, CGFM, Finance Director

From: Timothy Schroer, CPA, Deputy Finance Director

Date: October 6, 2023

Re: Funding Jail Pods

As directed by the commission below is an analysis of the options available to fund the construction of new jail pod(s) and repairs to the current pods.

- Issue General Obligation (GO) bonds:** This option would require the question to be place on a ballot for voter approval. There are three election dates in 2024 available. If approved an additional millage would be added to the property tax bills to provide funding for debt service.
- Use the Urban Redevelopment Agency (URA) to issue revenue bonds backed by an intergovernmental agreement (IGA) with Augusta:** The source of funding would be SPLOST 9. The estimated beginning date of SPLOST 9 collections is January 1, 2027. If the bonds are issued in 2024 to minimize the impact on the General Fund the bonds issued would include 24 months of capitalized interest. Capitalized interest would add approximately \$4 million to the project cost for one pod and \$8 million if two pods were constructed. There would be up to an 18-month gap were interest only payments would need to be funded by the General Fund. Depending on the amount borrowed the amount needed would be:

Interest Only Payments		
	\$37.5 Million 1 pod	\$75 million 2 Pods
2026	\$ 989,000	\$1,967,000
2027	1,978,000	3,934,000
Total	<u>\$2,967,000</u>	<u>\$5,901,000</u>

The following actions would be required for this option:

- a) Approval of a “move forward” resolution directing the Administrator and/or the finance team to prepare the necessary resolution that the Commission finds that the jail is located in a pocket of blight; prepare a redevelopment plan; schedule and conduct a public hearing on the plan; draft any necessary documents and deeds in order for Augusta to enter into an intergovernmental agreement with the Urban Redevelopment Agency to implement the plan; designate the scope of the project (renovation, construction of one or two pods); develop funding structure (i.e. use of capitalized interest and interest only payments to eliminate or minimize expense to General Fund until SPLOST 9 is approved); and to take such other steps as necessary to fund the project.
 - b) Commission adopts resolution finding that a pocket of blight exists.
 - c) Public hearing on redevelopment plan (typically held prior to Commission meeting).
 - d) Commission adopts resolution approving redevelopment plan (typically the same day as the public hearing).
 - e) URA approves parameters resolution and IGA to implement the plan.
 - f) Commission approves IGA and required transfers following URA approval.
 - g) Issuance of bonds by URA.
 - h) Pricing (typically on Commission meeting date so Administrator can advise of details of sale).
 - i) Closing.
- 3. SPLOST Phase 9:** A SPLOST election can be held any time prior to the end of a current SPLOST phase. Collections for SPLOST 8 are projected to end December 31, 2026. There are election dates available in 2024 however based on history it would be almost impossible to develop a project list before 2025. The available dates are:

2024, 2025, and 2026 Elections	
Races	Election dates
Presidential Primary	March 12, 2024
General Primary / Nonpartisan Election	May 21, 2024
General Election - President	November 5, 2024
Special Election to fill a vacancy & Propose a Question	March 18, 2025
Special Election to fill a vacancy & Propose a Question	November 4, 2025
Governor Primary	March 17, 2026
General Primary / Nonpartisan Election	May 19, 2026
General Election - Governor	November 3, 2026

The cost for a standalone election is approximately \$200,000. After voter approval, bonds could be issued prior to the start of collections for Phase 9. Some of the same issues relating capitalized interest would be faced in this option. It would be imperative to start developing a list of projects as soon as possible if this chosen path forward.



Commission Meeting

November 21, 2023

2% budget cut from all city departments

Department:	N/A
Presenter:	N/A
Caption:	Motion to cut 2% of the administrator proposed budget from all city departments including enterprise funds, NGO's, outside agencies, and elected officials budgets. All money will be put in a reserve fund. The governing body will have a 6 month review of all departments. Each department/entity will have to show the need for additional money. The requests for additional funds will be voted and approved by the governing body. (Requested by Commissioner Sean Frantom)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Sean Frantom
Sent: Wednesday, November 15, 2023 10:17 PM
To: Lena Bonner
Cc: Donna Williams; Timothy Schroer; Takiyah A. Douse
Subject: Agenda item for Tuesday

Ms. Bonner,

Please add the following agenda item to the Commission agenda-

Motion to cut 2% of the administrator proposed budget from all city departments including enterprise funds, NGO's, outside agencies, and elected officials budgets.

All money will be put in a reserve fund. The governing body will have a 6 month review of all departments. Each department/entity will have to show the need for additional money. The requests for additional funds will be voted and approved by the governing body.

Thank you,

Sean

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AED:104.1



Commission

Meeting Date: November 21, 2023

AO Approve Fiscal Year 2024 Budget

Department: Administrator's Office

Presenter: Takiyah A. Douse, Interim Administrator

Caption: Approve the resolution adopting the FY 2024 budget for Augusta, Georgia

Background: Per Augusta-Richmond County Code, § 2-3-6 Adoption of budget by Commission, the budget shall be finally adopted by the Commission at or before the adjournment of the regularly called meeting on the third Tuesday of the month in November, which meeting shall be a public meeting.

Analysis:

Financial Impact:

Alternatives:

Recommendation: Approve the resolution adopting the FY 2024 budget for Augusta, Georgia

Funds are available in the following accounts:

REVIEWED AND
APPROVED BY:

AUGUSTA, GEORGIA BUDGET
RESOLUTION FOR FISCAL YEAR 2024

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2024 FOR EACH FUND OF AUGUSTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, AND ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES FOR 2024.

WHEREAS, A proposed Budget for each of the various Funds of Augusta, Georgia has been presented to the Augusta, Georgia Commission and,

WHEREAS, appropriate advertised public hearings have been held on the 2024 Proposed Budget as required by State and Local Laws and Regulations; and,

WHEREAS, the Augusta, Georgia Commission has reviewed the Proposed Budget and has made certain amendments to Funding Sources and Appropriations; and,

WHEREAS, the budget for each Fund includes Appropriations for Fiscal Year 2024 incorporates certain levels, assessments, fees and charges to finance these expenditures and lists the Anticipated Funding Sources; and,

WHEREAS, each of the Funds has a balanced budget, such that Anticipated Funding Sources equal Proposed Expenditures;

NOW, THEREFORE, BE IT RESOLVED that this Budget is hereby adopted specifying the Anticipated Funding Sources for each Fund and making Appropriations for Proposed expenditures to the Departments or Organizational Units named in each Fund as is more specifically shown and designated on Attachment "A" which is incorporated herein by reference and made a part of this Resolution.

BE IT FURTHER RESOLVED that the Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows, such amendments shall be reorganized as approved changes to this resolution in accordance with O.C.G.A. § 36-81-3(d):

- (1) Nothing contained in this Code section shall preclude a local government from amending its budget so as to adapt to changing governmental needs during the budget period. Amendments shall be made as follows, unless otherwise provided by charter or local law:
- (2) Any increase in Appropriations at the legal level of control of the local government, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the governing authority. Such amendments shall be adopted by ordinance or resolution.

Adopted this _____ day of _____, 2023

Garnett L. Johson
As its Mayor

Attest:

Lena J. Bonner, Clerk of Commission
Seal:



Commission Meeting

November 21, 2023

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A