



## COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, June 17, 2025

2:00 PM

### INVOCATION

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

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

### RECOGNITION(S)

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

### DELEGATION(S)

B. **Ms. Patricia A. Geter**, West Augusta Six/Geter Foundation.

### CONSENT AGENDA

*(Items 1-23)*

### PLANNING

1. A request to **AMEND** Ordinance No. 7971 that was approved April 15, 2025, by the Augusta Commission for Planning & Development zoning case Z-25-15. The street name for this petition was misspelled only in the Ordinance. P&D staff corrected the change from Woodward Avenue to Woodard Avenue.
2. **Final Plat – S-1002 – Haynes Station Sec 16A** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Cranston, LLC on behalf of Coel Development Co Inc. and Stephen Beazley Builders Inc., requesting final plat approval for Haynes Station Section 16A containing 53 lots, located at 1004 Goodale Drive. Tax Map #064-0-008-00-0. *Reviewing agency approval 05/02/2025*
3. **SE-25-08** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by SOAR Academy, LLC on behalf of The HALE Foundation Inc. requesting a special exception per Section 26-1(b) of the Comprehensive Zoning Ordinance to establish a private school affecting property containing approximately 20.65 acres located at 3042 Eagle Drive. Tax Map #109-0-001-00-0. Zoned R-1A (One-Family Residential).
4. **Z-25-21** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Danny Newman on behalf of 1443 Anthony Road, LLC requesting a rezoning from zone R-1C (One-Family Residential) to zone P-1 (Professional/Office) for existing office utilization affecting property containing approximately 0.24 acres located at 1443 Anthony Road. Tax Map #044-3-111-00-0.

## **PUBLIC SERVICES**

- 5.** Motion to **approve Recommendation of Award** to Reeves Construction Company in the amount of \$5,285,229.60 for the Drainage Ditch Enclosure – Phase II project. **(Approved by Public Services Committee June 10, 2025)**
- 6.** Motion to **approve** Design Concept Plan for Blythe Community Center and Park, and continue with Preliminary and Final Design/Construction Plans. **(Approved by Public Services Committee June 10, 2025)**
- 7.** Motion to **approve** Design Concept Plan for Fleming Tennis Center, and complete Preliminary and Final Design Construction Plans. **(Approved by Public Services Committee June 10, 2025)**
- 8.** Approve Design Concept Plan for McBean Park, and continue with Preliminary and Final Design/Construction Plans.
- 9.** Motion to **approve** and supplement POND and Company contract to complete Preliminary and Final Construction Plans for Dyess Park. (RFP 17-278 - 18REC419) **(Approved by Public Services Committee June 10, 2025)**
- 10.** Motion to **approve** Design Concept Plan for Newman Tennis Center, and complete Phase I - Preliminary and Final Design Construction Plans. **(Approved by Public Services Committee June 10, 2025)**
- 11.** Motion to **approve A.N. 25-28 – New Location: Retail Package Beer and Wine.** SnehalKumar A. Patel applicant for **1714 Short Stop, LLC d/b/a Short Stop**, located at **1714 Fifteenth Street**. District 2, Super District 9. **(Approved by Public Services Committee June 10, 2025)**
- 12.** Motion to **approve A.N. 25-27 – New Location: Retail Package Beer and Wine.** Cathy Aquinde applicant for **Lovies Mercantile LLC**, located at **2803 Wrightsboro Road Suite 4 & 5**. District 3, Super District 10. **(Approved by Public Services Committee June 10, 2025)**
- 13.** Motion to **approve A.N. 25-29 – New Location: Consumption on Premise Liquor, Beer, Wine and Dance.** Joseph Tankersley applicant for **Jamkrew LLC d/b/a Wine & Dine**, located at **879 Broad Street** District 1, Super District 9. **(Approved by Public Services Committee June 10, 2025)**
- 14.** Motion to proceed with improvements to Diamond Lakes Regional Park with the exception of the cameras. **(Approved by Public Services Committee June 10, 2025)**

## **ADMINISTRATIVE SERVICES**

- 15.** Motion to **approve** the purchase of one skid steer loader, at a total cost of \$80,820 from Bobcat of Augusta for the Augusta Utilities Department. (ITB 25-164). **(Approved by Administrative Services Committee June 10, 2025)**
- 16.** Motion to approve the purchase of one (1) Kardex Remstar Megamat Office Vertical Carousel in an amount not to exceed \$60,000.00 for the Augusta Procurement Department. **(Approved by Administrative Services Committee June 10, 2025)**
- 17.** Motion to **approve** conversion of grant-funded Case Manager Aide position to County-funded Case Manager position for State Court Accountability and Treatment Courts and approve the transfer of associated funds. **(Approved by Administrative Services Committee June 10, 2025)**



- 18.** Motion to **approve** a meeting with the Administrator, Interim Finance Director and General Counsel and Dr. Akers team regarding the unsolicited proposal for the proposed development of a pickleball and tennis complex with an associated hotel (25-000). (**Approved by Administrative Services Committee June 10, 2025**)
- 19.** Motion to **approve** allowing the Administrator and Human Resources to proceed with identifying annually quarterly training opportunities for employees. (**Approved by Administrative Services Committee June 10, 2025**)
- 20.** Motion to **move** to the full commission to receive update from Interim General Counsel on the matter of "**Letter of Support**" from the Augusta Commission maintaining the name of James Brown on the new arena; and any legal means available to the City of Augusta relative to the naming in association with the collected sales tax money. (**Approved by Administrative Services Committee June 10, 2025**)

### **ENGINEERING SERVICES**

- 21.** Motion to **direct** the Engineering Department to initiate the road improvement project for the **Railroad Street Area**, and begin an analysis of property owners in the area to distribute notices of blight ordinance or chronic nuisance ordinance violation(s) (**Approved Engineering Services Committee June 10, 2025**)

### **FINANCE**

- 22.** Approve MOU with UGA creating a Contract Labor Employee for the Extension Service

### **PETITIONS AND COMMUNICATIONS**

- 23.** Motion to **approve** the minutes of Commission Meeting held June 3, 2025.

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

### **AUGUSTA COMMISSION REGULAR AGENDA**

(Items 24-38)

### **PUBLIC SERVICES**

- 24.** Motion to approve **Recommendation of Award** to Trinity Electrical Services, LLC in the amount of \$771,265.00 for the Approach Improvements to Runway 17-35. (Bid 25-161)

### **ENGINEERING SERVICES**

- 25.** Approve Sole Source for Xylem Analytics.
- 26.** Acceptance of a Fee Simple Parcel and Easement on Conner Court
- 27.** Motion to authorize condemnation to acquire a portion of property for permanent drainage easement and temporary construction easement (Parcel 061-3-135-00-0) 1322 Solomon Place (East Augusta Drainage and Improvements Phase IV Project).

- 28. Motion to authorize condemnation to acquire a portion of property for right of way and temporary construction easement (Parcel 043-4-001-00-0) 2631 Wrightsboro Road (Wrightsboro Road Improvements Project).
- 29. Motion to authorize condemnation to acquire a portion of property for temporary construction easement and driveway easement (Parcel 042-3-029-00-0) 1700 Valley Park Court (Wrightsboro Road Improvements Project).
- 30. Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-035-00-0) 1320 Bruce Street (East Augusta Drainage and Improvements Phase IV Project).

## **PUBLIC SAFETY**

- 31. Approve Agreement with BIS Digital for Probate Court A/V System as a sole source procurement.
- 32. To inform the Commission about a new partnership between the Augusta Fire Department and Augusta Technical College to launch the Fire & Emergency Services Occupation Associate of Applied Science Degree Program.
- 33. To inform the Governing Body about the implementation of the “After the Fire” Booklet Program.
- 34. Recommend motion to approve recommended changes to Animal Ordinance (**No recommendation from Public Safety Committee May 27, 2025; deferred back to committee with redlined version by the Commission in June 3, 2025 meeting**)
- 35. Motion to approve the Augusta-Richmond County (FY26) Capacity Agreement for State Inmates to be housed at the Richmond County Correctional Institution (RCCI)
- 36. Discuss Operations of the Augusta-Richmond County Correctional Institution (RCCI)

## **APPOINTMENT(S)**

- 37. Motion to discuss and/or approve nominated appointments to the Richmond County Hospital Authority Board; deferred from the June 3, 2025 Commission Meeting.. (**Requested by Mayor Garnett Johnson**)

## **LEGAL MEETING**

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

**HUMAN RESOURCES DEPARTMENT**

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

June 2, 2025

Department Directors & Elected Officials,

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

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

FIRST	LAST	DEPARTMENT	YOS
STACY	SIMPKINS	SHERIFF'S OFFICE	25
JULIA	LEE	RECREATION & PARKS	35
TROY	MILAN	FIRE DEPARTMENT	35
DANIEL	ROGERS	SHERIFF'S OFFICE	40

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for **Tuesday, JUNE 17, 2025**, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. **All the persons to be recognized should be in the Commission Chambers by 1:45 p.m.**

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 432-5348 or via e-mail at [gdaniel@augustaga.gov](mailto:gdaniel@augustaga.gov), by **Friday, June 13, 2025, 12:00 Noon**. Your support and cooperation are much appreciated.

With regards,

Anita Rookard, HR Director

/gd

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



## Commission Meeting

June 17, 2025

Years of Service

---

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



## Commission Meeting

June 17, 2025

Delegation

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Ms. Patricia A. Geter</b> , West Augusta Six/Geter Foundation.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## AGENDA ITEM REQUEST FORM

**Commission meetings:** First and third Tuesdays of each month - 5:00 p.m.

**Committee meetings:** Second and last Mondays of each month - 12:45 to 2:15 p.m.

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

<u>  x  </u>	Commission	Date of Meeting	<u>June 17, 2025</u>
<u>      </u>	Public Safety Committee	Date of Meeting	<u>                    </u>
<u>      </u>	Public Services Committee	Date of Meeting	<u>                    </u>
<u>      </u>	Administrative Services Committee	Date of Meeting	<u>                    </u>
<u>      </u>	Engineering Services Committee	Date of Meeting	<u>                    </u>
<u>      </u>	Finance Committee	Date of Meeting	<u>                    </u>

**Contact Information for Individual/Presenter Making the Request:**

Name: Patricia A Geter, West Augusta Six/Geter Foundation  
 Address: 4102 Elders Drive  
 Telephone Number: 7063999092  
 Fax Number:                                       
 E-Mail Address: Pattyg713@bellsouth.net

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

Requesting a community center be built & funded with splost 9 funds for the  
fastest growing area in West Augusta. The center would be constructed with activity rooms,  
Basketball, racquet ball and pickle ball courts, indoor  
And outdoor walking court, outdoor bike and walking lane, pool, sauna/steam room, activity rooms  
Kitchen, game rooms, outdoor shelters, community rooms to host events, and active military,  
veterans, senior and children programs to include after school programs for children.

**Please send this request form to the following address:**

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

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



## Commission Meeting

June 17, 2025

Item Name: **Amend Ordinance No. 7971 (Z-25-15)**

---

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Chyvatee Vassar, Interim Director
<b>Caption:</b>	A request to <b>AMEND</b> Ordinance No. 7971 that was approved April 15, 2025, by the Augusta Commission for Planning & Development zoning case Z-25-15. The street name for this petition was misspelled only in the Ordinance. P&D staff corrected the change from Woodward Avenue to Woodard Avenue.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

ORDINANCE NO. 7971

An Ordinance to amend the Comprehensive Zoning Ordinance adopted by the Augusta, Georgia Commission effective September 16, 1997 (Ordinance No. 5960) together with all amendments which have been approved by either the Augusta Commission as authorized under the Home Rule Provisions of the Comprehensive Zoning Map from the Constitution of the State of Georgia" by changing the Comprehensive Zoning map by rezoning from Zone R-MH (Manufactured Home Residential) to Zone B-2 (General Business) affecting property located on the west road right-of-way line of Woodward Avenue approximately 300 feet north of the intersection of Travis Road with Woodward Avenue; and for the repeal of ordinances in conflict herewith and for other purposes:

THE AUGUSTA, GEORGIA COMMISSION HEREBY ORDAINS:

SECTION I. The Comprehensive Zoning Ordinance adopted by the Board of Commissioners of Richmond County on the 15th day of November 1983, the caption of which is set out above, changing the Comprehensive Zoning Map by changing the zoning from R-MH (Manufactured Home Residential) to Zone B-2 (General Business) on property as follows:

Commence at the intersection of the west road right-of-way line of Woodward Avenue with the North road right-of-way line of Travis Road; thence North along said west road right-of-way line of Woodward Avenue a distance of 300 feet to the Point of Beginning; thence North 83°02'47" West 150.00 feet; thence North 82°53'39" West 199.81 feet; thence North 82°54'30" West 399.37 feet; thence North 06°29'19" East 299.65 feet; thence North 07°33'04" East 300.63 feet; thence South 82°52'18" 749.74 feet to said west road right-of-way line of Woodward Avenue; thence South 07°04'30" West along said west road right-of-way line of Woodward Avenue a distance of 599.10 feet to the Point of Beginning. Containing 10.34 acres, more or less. Located at 4149 and 4159 Woodward. Tax Map #'s 154-0-0152-00-0 and 154-0-016-00-0.

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

1. The development must substantially conform to the concept plan and elevations submitted with this rezoning application.
2. The applicant must comply with all related aspects of the Augusta Tree Ordinance.
3. Any proposed lighting fixtures must be directed downward and not toward buildings.
4. Maintain a 50-foot undisturbed buffer along the Southwest property line.
5. Installation of a 6-foot privacy fence along the Southwest property line is required.
6. Driveway access should be a minimum of 40 feet and paved if required by Augusta Engineering Dept.

7. Stormwater management plan will be necessary at the time of Site Plan submission.
8. Installation of a gravel parking lot will need to meet standards and regulations set forth by the City of Augusta-Richmond County Engineering Department at the time of development.
9. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
10. 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.

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

Done in Open Meeting under the Common Seal thereof this 15<sup>th</sup> day of April, 2025.

ATTEST:

  
Lena J. Bonner, Clerk of Commission





Mayor Garnett L. Johnson

This petition was published in the Augusta Chronicle, Thursday, March 13, 2025, by the Planning Commission for public hearing on April 2, 2025.

One Reading \_\_\_\_\_

Z-25-15



## Commission Meeting

June 17, 2025

Item Name: **Final Plat – S-1002-Haynes Station Sec 16A**

---

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Chyvatee Vassar, Interim Director
<b>Caption:</b>	<b><u>Final Plat – S-1002 – Haynes Station Sec 16A</u></b> – A request for concurrence with the Augusta Planning Commission to <b>APPROVE</b> a petition by Cranston, LLC on behalf of Coel Development Co Inc. and Stephen Beazley Builders Inc., requesting final plat approval for Haynes Station Section 16A containing 53 lots, located at 1004 Goodale Drive. Tax Map #064-0-008-00-0. <i>Reviewing agency approval 05/02/2025</i>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	APPROVE
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



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

**Case Number:** Final Plat – Haynes Station Section 16A – S-1002

**Hearing Date:** Monday, June 2, 2025

---

**Applicant:** Cranston, LLC

---

**Property Owner:** Coel Development Co Inc. & Stephen Beazley Builders Inc.

**Property Address:** 1004 Goodale Drive

**Tax Parcel #:** 064-0-008-00-0

**Present Zoning:** R-1A

**Neighborhood or Subdivision:** Haynes Station

**Commission District:** 3 (Catherine Smith-Rice)

**Super District:** 10 (Wayne Guilfoyle)



PLAT

DATE: 11/11/2015  
PAGE: 1

CURVE NO	LENGTH	RADIUS	BEARING	CHORD
C01	11.45'	130.00'	N35°54'40"W	11.46
C02	90.00'	130.00'	N61°54'41"W	96.47
C10	80.00'	130.00'	S70°30'31"W	81.87
C11	60.00'	130.00'	S77°30'31"W	66.47
C12	10.45'	130.00'	S60°30'31"W	10.40

COLLISTER COURT  
160' PUBLIC R/W)  
31' BC-BC)

~ M/F ~  
COIL DEVELOPMENT CO.  
RMC BOX INT  
AND  
STEPHEN BEAZLEY  
BUILDERS, INC 10% INT  
TRIP # 064-0-008-00-0

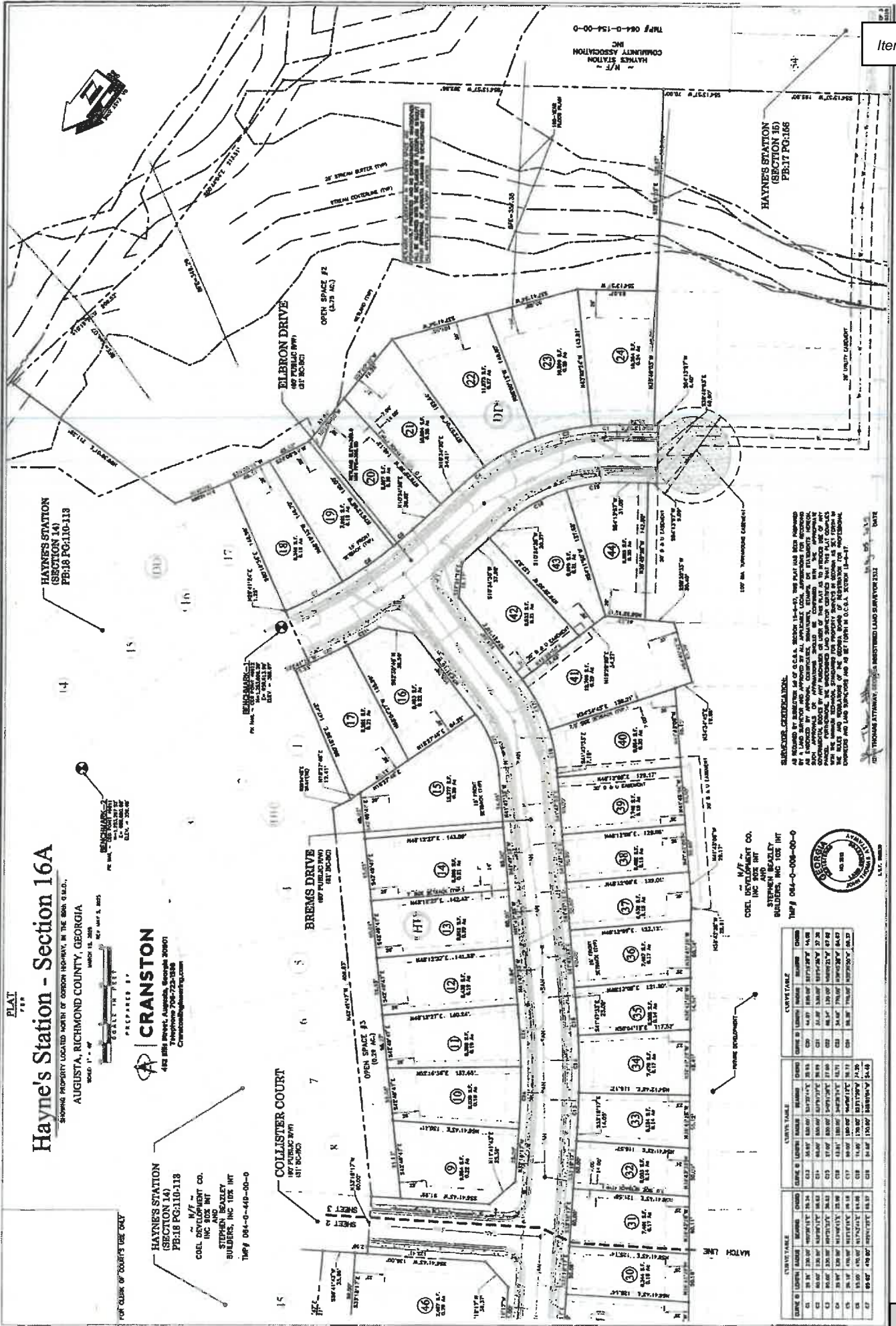
## HOWEVER CERTIFICATION

[illegible]

Q. T. Thompson  
FBI  
MAY 05 1976  
DATE







# PLAT 16A Hayne's Station - Section 16A

SHOWING PROPERTY LOCATED NORTH OF GORDON HIGHWAY, IN THE EAST 1/2 OF SECTION 16A, AUGUSTA, RICHMOND COUNTY, GEORGIA.

SCALE 1" = 40'

PREPARED BY

**CRANSTON**

482 S.W. 8th Street, Augusta, Georgia 30601  
Telephone 706-722-1000  
CranstonSurveying.com

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

COLLISTER COURT  
INT. PUBLIC R/W  
RT. 100

BREMS DRIVE  
INT. PUBLIC R/W  
RT. 100

OPEN SPACE #3  
(0.25 AC.)

OPEN SPACE #2  
(0.25 AC.)

ELBERTON DRIVE  
INT. PUBLIC R/W  
RT. 100

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

FOR CLERK OF COURT'S USE ONLY

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

HAYNE'S STATION  
(SECTION 16A)  
PB:18 PG:110-113

COEL DEVELOPMENT CO.  
INC. AND  
STEPHEN BEASLEY  
SURVEYOR, INC. 105 INT  
TWP# 084-0-448-00-0

Item 2.



## Commission Meeting

June 17, 2025

Item Name: **SE-25-08**

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Chyvatee Vassar, Interim Director
<b>Caption:</b>	<b><u>SE-25-08</u></b> – A request for concurrence with the Augusta Planning Commission to <b>APPROVE</b> a petition by SOAR Academy, LLC on behalf of The HALE Foundation Inc. requesting a special exception per Section 26-1(b) of the Comprehensive Zoning Ordinance to establish a private school affecting property containing approximately 20.65 acres located at 3042 Eagle Drive. Tax Map #109-0-001-00-0. Zoned R-1A (One-Family Residential).
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. The school shall conform to the Site Plan submitted with the application. Any expansion from this Site Plan will require approval from the Planning Commission.</li> <li>2. A minimum six (6) foot fence must be installed around the enclosure of the property, along with gated entrances.</li> <li>3. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.</li> <li>4. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**Hearing Date:** June 2, 2025  
**Case Number:** SE-25-08  
**Applicant:** Soar Academy, LLC  
**Property Owner:** The Hale Foundation Inc.  
**Property Address:** 3042 Eagle Drive  
**Tax Parcel No(s):** 109-0-001-00-0  
**Current Zoning:** R-1A (One-Family Residential)  
**Fort Eisenhower Notification Required:** N/A  
**Commission District 5:** Don Clark  
**Super District 9:** Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Private School	26-1(b)

#### SUMMARY OF REQUEST:

This special exception involves a 20.65 acre-tract situated in the R-1A zone, located along Interstate 520 and at the edge of the Green Meadows Estates subdivision. Currently, the site features multiple buildings that were built in the early 1970s to mid-1990s. The request for a special exception is to establish a private school for diverse learners, including those with ADHD, autism, dyslexia, and other learning differences under the current zoning.

#### COMPREHENSIVE PLAN CONSISTENCY:

The subject property is located within the South Augusta Character Area. South Augusta will reflect a mix of housing types, preserving suburban-style, single-family neighborhoods, while medium density residential developments are added in a targeted manner to diversify housing options as utility and transportation infrastructure improves. Underserved neighborhoods are revitalized through infrastructure improvements and public-private-partnerships in new and rehabilitated housing. Mixed-use and planned unit developments are encouraged at infill sites and at abandoned commercial properties, enhancing walkability, and reducing car dependency. Established activity centers are the focus for enhanced recreation and education activities, retail investment and job opportunities. Infill will be instrumental in the future development of South Augusta.

#### FINDINGS:

1. Private schools are not allowed by-right in the R-1A (One-family Residential) zone but may be granted with the approval of a special exception.
2. The property has previous zoning history. On Tuesday, July 10, 2017, the Augusta Commission approved a special exception to establish a monastery on the property. The conditions were as follows:

- The use of the property shall be limited to a monastery with no community outreach programs conducted on site.
- The property shall be inspected for a *Certificate of Occupancy* as to a transfer of use and to ensure compliance with all necessary building and fire codes.
- Emergency access shall be provided for public safety agencies.

The Commission considered two requests for special exceptions to establish an Inpatient Drug/Alcohol Treatment Center in March 2019 and August 2020.

3. Per Section 26-1(b) of the Comprehensive Zoning Ordinance, private schools are permitted by Special Exception in the R-1A (One-Family Residential) zone if they generally conform to the following criteria:

- A tract upon which a private school is to be established shall have at least one hundred (100) feet of frontage on a collector street or an arterial street.
  - A circular drive or similar layout that discourages backing and encourages through movement of traffic shall be provided for off-street loading and unloading, and the parking layout shall conform to Section 4 of the Ordinance.
  - A private school shall be screened from contiguous residentially zoned or developed properties by a wall, solid fence, or vegetative buffer at least six (6) feet in height.
  - Signage shall comply with the SCA requirements for institutional uses.
  - A plan illustrating compliance with the above requirements shall be submitted to the Staff of the Augusta Planning and Development Department before the proposal is placed on the agenda. The Planning Commission shall determine that all of the foregoing requirements have been satisfied, and further, that the benefits of the proposed school are greater than any possible depreciating effects and damages to the neighboring properties.
4. As shown on the concept plan, 31 car parking spaces and 5 bus parking spaces are proposed.
5. Adjacent zoning: South and West: R-1A (One-Family Residential) | North and East: R-1A (One-Family Residential) and B-2 (General Business)
6. According to the Preliminary Traffic Impact Worksheet, Traffic Engineering has determined that a traffic study is not necessary for the proposed development.
7. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
8. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
9. Public water and sewer are present.
10. Public transit is available near Augusta Technical College and along Lumpkin Road.
11. According to the Georgia Department of Transportation State Functional Classification Map, 2017, Eagle Drive is classified as a local road.
12. This special exception is consistent with the 2023 Comprehensive Plan.
13. At the time of completion of this report, staff has received a few inquiries regarding the petition as advertised.

#### ENGINEERING/UTILITIES COMMENTS:

##### Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- "There is a 6" water line and an 8" sewer line on Eagle Drive that is available for their use."

**RECOMMENDATION:** The Planning Commission recommends Approval of the Special Exception to establish a private school with the following conditions:

1. The school shall conform to the Site Plan submitted with the application. Any expansion from this Site Plan will require approval from the Planning Commission.
2. A minimum six (6) foot fence must be installed around the enclosure of the property, along with gated entrances.
3. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
4. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

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

## **Rezoning Narrative for Soar Academy at 3042 Eagle Drive, Augusta, GA**

### **Overview**

Soar Academy respectfully requests the rezoning of the property at 3042 Eagle Drive, Augusta, GA, to permit its use as a private educational institution serving students in grades 1 through 12. This rezoning will enable Soar Academy to expand its mission of providing inclusive, project-based education tailored to diverse learners, including those with ADHD, autism, dyslexia, and other learning differences.

### **About Soar Academy**

Soar Academy is a non-traditional private school dedicated to serving a diverse student body. Our approach integrates project-based learning with individualized support, addressing the unique needs of each student. We focus on students who may not thrive in conventional educational settings, offering specialized programs for those with learning disabilities and providing services such as speech therapy and dyslexia support.

### **Community Benefits**

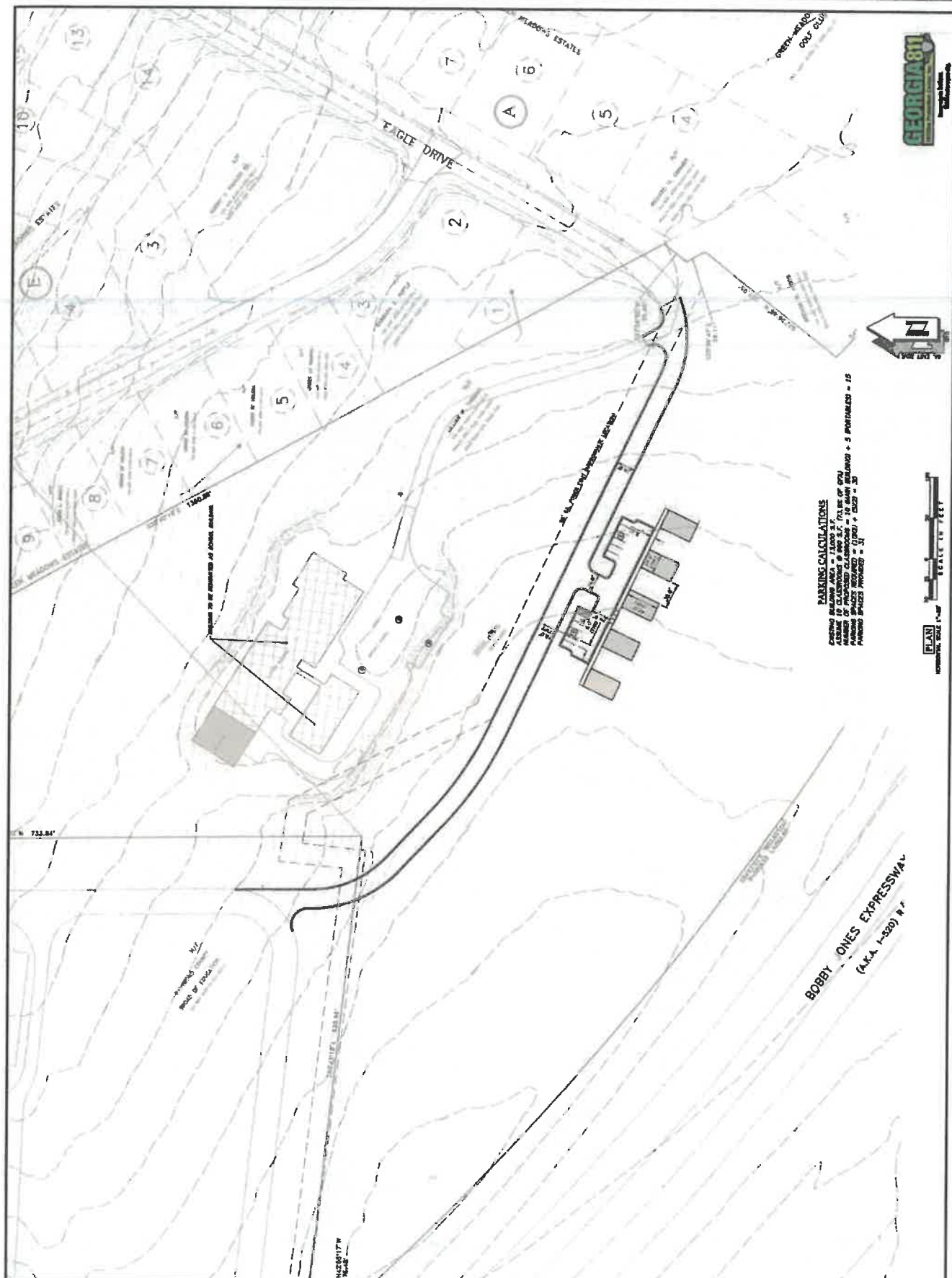
- **Educational Access:** By rezoning this property, we aim to increase access to specialized education for families in Augusta and the surrounding areas.
- **Support Services:** The school will offer after-school programs, tutoring services, and transportation options, benefiting both students and working families.
- **Economic Impact:** The operation of the school will create employment opportunities for educators and support staff, contributing to the local economy.

### **Site Suitability**

The location at 3042 Eagle Drive is well-suited for an educational facility, offering ample space for classrooms, outdoor learning environments, and safe drop-off and pick-up areas. The site's accessibility and proximity to residential neighborhoods make it an ideal location for a community-centered school.

### **Conclusion**

Rezoning 3042 Eagle Drive to accommodate Soar Academy will fulfill a critical need for specialized education in the Augusta community. We are committed to working collaboratively with local authorities and residents to ensure that the school's presence enhances the neighborhood and provides valuable resources to families.







## ENGINEERING DEPARTMENT

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

### PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 3042 Eagle Drive

Tax Parcel Number: 109-0-001-00-00

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

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

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

Existing streets adjacent to property: 1) Eagle Drive 3) \_\_\_\_\_  
2) Hummingbird Lane 4) \_\_\_\_\_

Volume on each existing street (AADT): 1) NA 3) \_\_\_\_\_  
2) NA 4) \_\_\_\_\_

Level of Service (LOS) on each street: 1) NA 3) \_\_\_\_\_  
2) NA 4) \_\_\_\_\_

Land Use Type / Code (ITE Trip Generation): School-536

Basis for Calculation (sq ft, # units, etc.): Number of Students = 60

Trips Generated by Proposed Development: 149 (Weekday Trip)

Adjusted street volumes based on trips generated:

1) \_\_\_\_\_ 3) \_\_\_\_\_  
2) \_\_\_\_\_ 4) \_\_\_\_\_

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

1) \_\_\_\_\_ 3) \_\_\_\_\_  
2) \_\_\_\_\_ 4) \_\_\_\_\_

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

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

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

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

### Official Use Only

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

Date of Review: 5-14-25

Signature of Traffic Engineer or Designee: John Ussery

Print Name: John Ussery

Title: Assistant Director



Planning Commission  
SE-25-08  
June 2, 2025

3042 Eagle Drive

Aerial

Subject Property



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
5/12/2025 PE22633

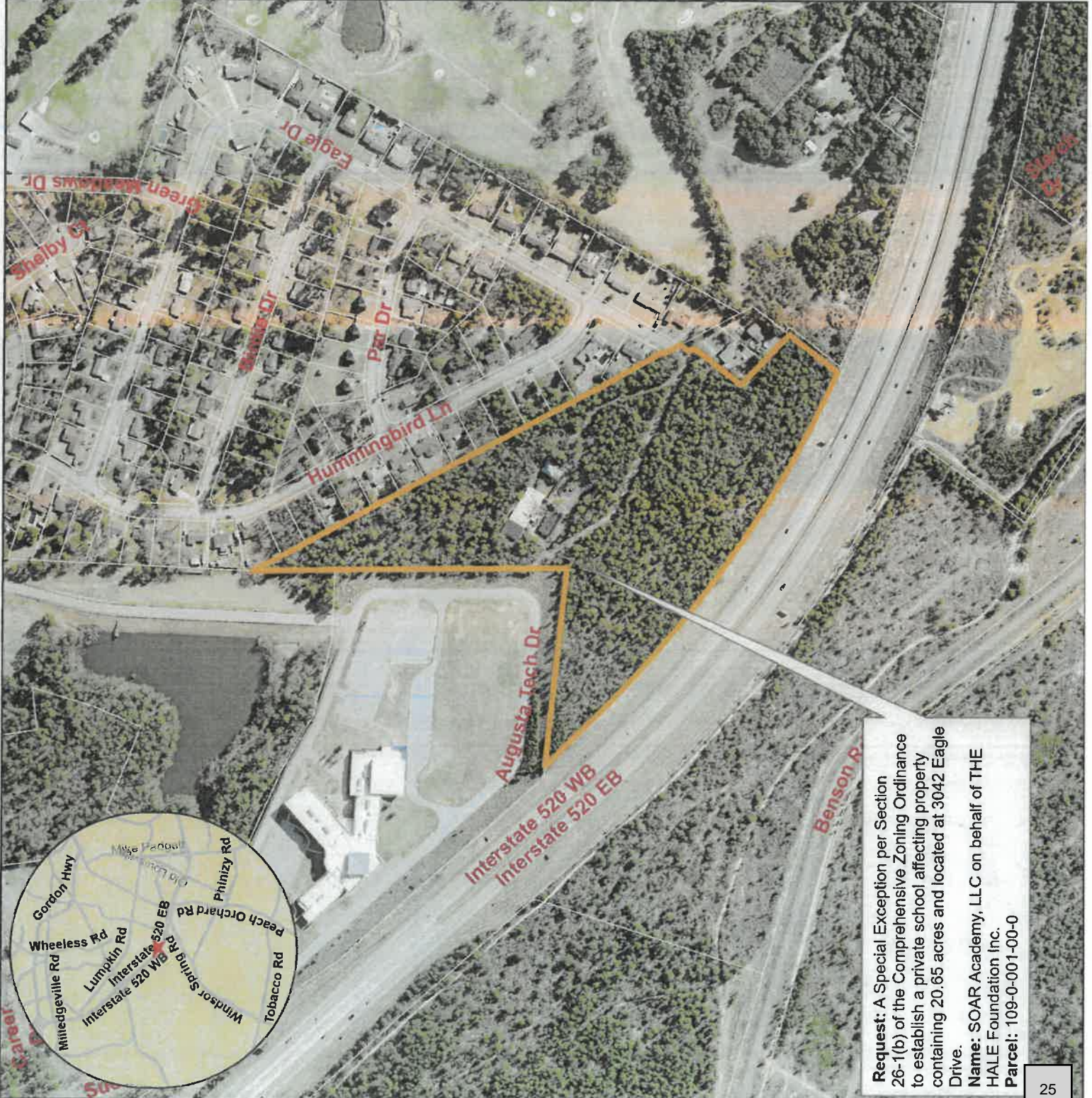
Augusta, GA Disclaimer

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



0 500 Feet

Item 3.



**Request:** A Special Exception per Section 26-1(b) of the Comprehensive Zoning Ordinance to establish a private school affecting property containing 20.65 acres and located at 3042 Eagle Drive.







**Name:** SOAR Academy, LLC on behalf of THE HALE Foundation Inc.  
**Parcel:** 109-0-001-00-0



Planning Commission  
SE-25-08  
June 2, 2025

3042 Eagle Drive

Current Zoning

-  Subject Property
- Zoning Classification**
-  B-2: General Business
  -  HI: Heavy Industry
  -  LI: Light Industry
  -  R-1A: One Family Residential
  -  R-1E: One Family Residential



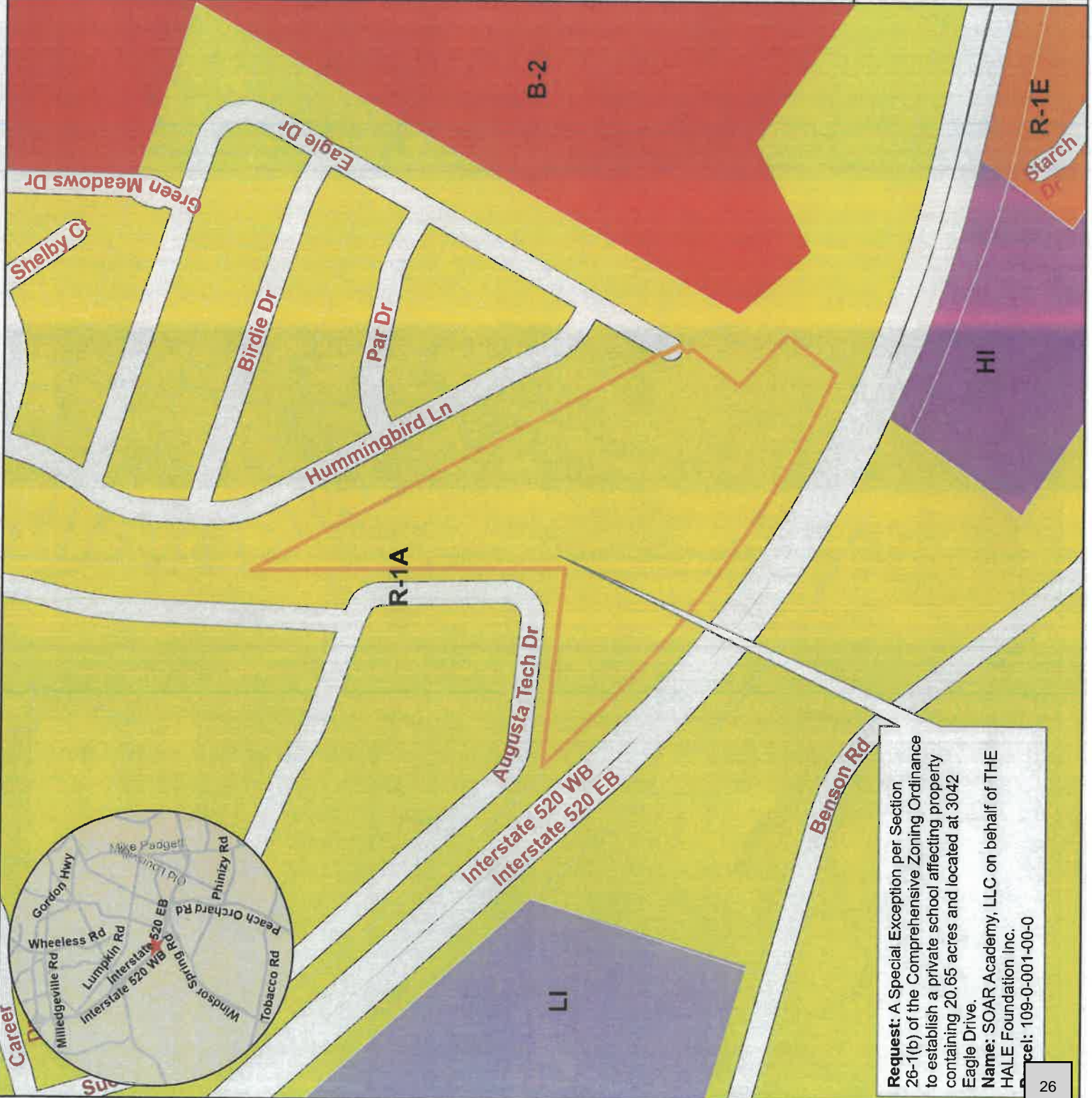
Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
5/12/2025 PE22633

Augusta, GA Disclaimer:  
The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information contained on this map. It is strictly intended to be used for reference only and not for any reason without the written consent of the Augusta-Richmond County Commission.

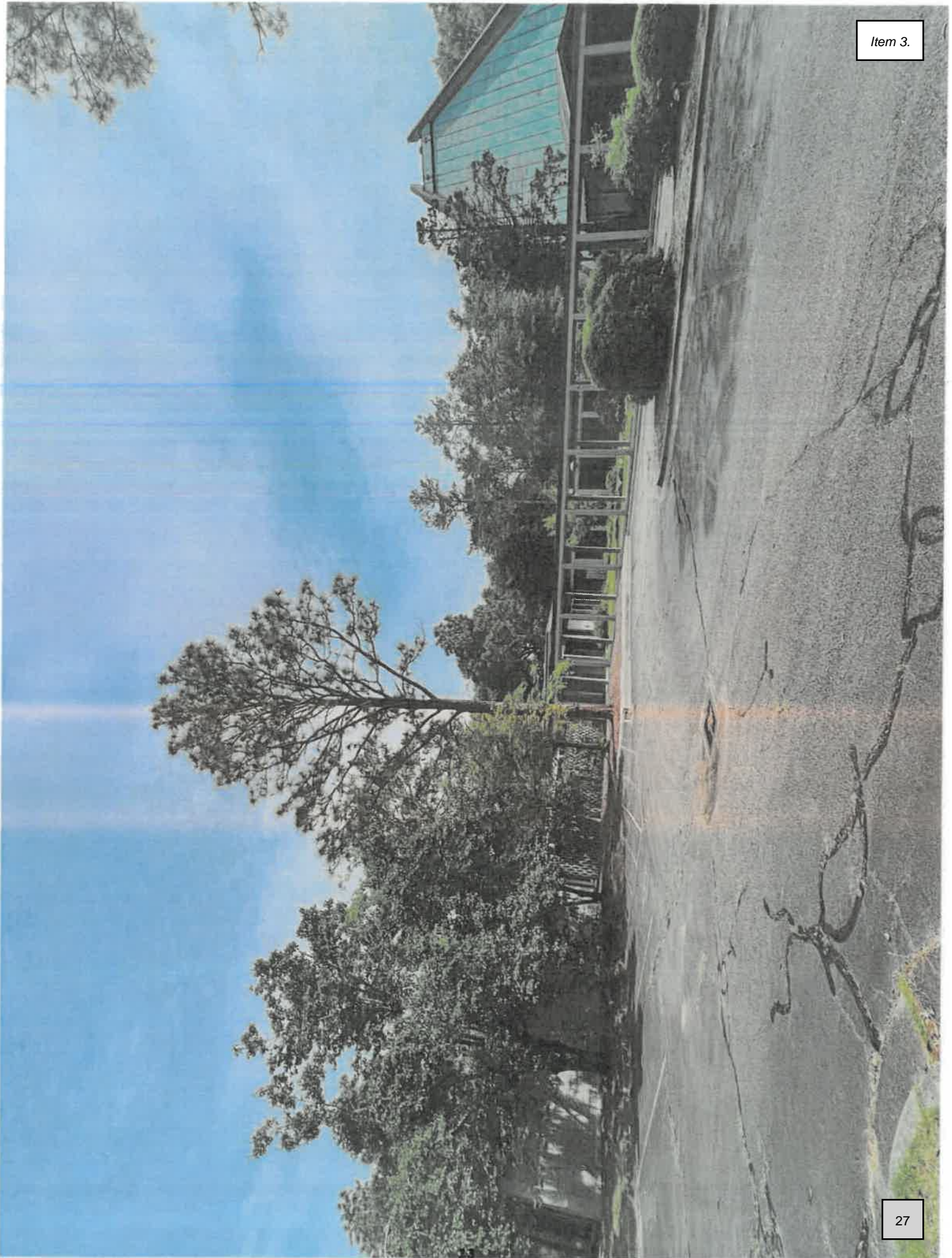


0 500 Feet

Item 3.









## Commission Meeting

June 17, 2025

Item Name: **Z-25-21**

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Chyvatee Vassar, Director
<b>Caption:</b>	<b><u>Z-25-21</u></b> – A request for concurrence with the Augusta Planning Commission to <b>APPROVE</b> a petition by Danny Newman on behalf of 1443 Anthony Road, LLC requesting a rezoning from zone R-1C (One-Family Residential) to zone P-1 (Professional/Office) for existing office utilization affecting property containing approximately 0.24 acres located at 1443 Anthony Road. Tax Map #044-3-111-00-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. Any proposed lighting fixtures must be directed downward and not toward buildings.</li> <li>2. Any exterior improvements, new addition, or construction must receive a Certificate of Appropriateness and/or approval from the Historic Preservation Commission.</li> <li>3. Approval of this rezoning request does not constitute approval of the concept site plan, which must be compliant with all Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.</li> <li>4. 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.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Hearing Date:** June 2, 2025  
**Case Number:** Z-25-21  
**Applicant:** Danny Newman  
**Property Owner:** 1443 Anthony Road LLC  
**Property Address:** 1443 Anthony Road  
**Tax Parcel No(s):** 044-3-111-00-0  
**Current Zoning:** R-1C (One-Family Residential)  
**Fort Eisenhower Notification Required:** N/A  
**Commission District 1:** Jordan Johnson  
**Super District 9:** Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-1C (One-Family Residential) to P-1 (Professional/Office)	Office	Section 20-1

#### SUMMARY OF REQUEST:

This petition seeks to rezone a 0.24-acre parcel at 1443 Anthony Road from R-1C (One-Family Residential) to P-1 (Professional/Office) for office use. The building is currently being used as a medical office and has been since it was converted from a residence in 1974. The building measures 2,392 square feet and was constructed in 1923.

#### COMPREHENSIVE PLAN CONSISTENCY:

The subject property is located within the Old Augusta Character Area. The vision for Old Augusta is to maintain and enhance its historic character and unique mix of land uses while maintaining stability in established neighborhoods. Underutilized parcels should be redeveloped with respect for existing development patterns and the historic architecture in the area. The rezoning to P-1 (Professional/Office) is consistent with the 2023 Comprehensive Plan.

#### FINDINGS:

1. The 0.24-acre tract is located on Anthony Road near the intersection of Wrightsboro Road. The property is situated in the Historic Summerville District.
2. There are no immediate plans to improve the exterior of the site.
3. According to business license records, a medical business has been operating from this location since 1974. New owners intend to utilize the property for office use.
4. The Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, classifies Anthony Road as a local road.



5. Public transit routes run along Wrightsboro Road, and a bus stop is located approximately 450 feet from the property.
6. Public water and sewer are present in the immediate area.
7. Adjacent zoning: West, East, and North: R-1C (One-Family Residential | South: P-1 (Professional Office)
8. According to the FEMA Flood Insurance Rate Maps (FIRM), the property is not located in a Special Flood Hazard Area.
9. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
10. At the time of completion of this report, staff received a few notifications of opposition regarding this application.

**ENGINEERING/UTILITIES COMMENTS:**

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- There is a 6" water line and an 8" sewer line on Anthony Road that is available for their use.

Fire Comments:

- None received at this time

**RECOMMENDATION:** The Planning Commission recommends Approval of the rezoning request to P-1 (Professional Office) with the following conditions:

1. Any proposed lighting fixtures must be directed downward and not toward buildings.
2. Any exterior improvements, new addition or construction must receive a Certificate of Appropriateness and/or approval from the Historic Preservation Commission.
3. Approval of this rezoning request does not constitute approval of the concept site plan, which must be compliant with all Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
4. 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.*

## 2. Zoning and Current Use

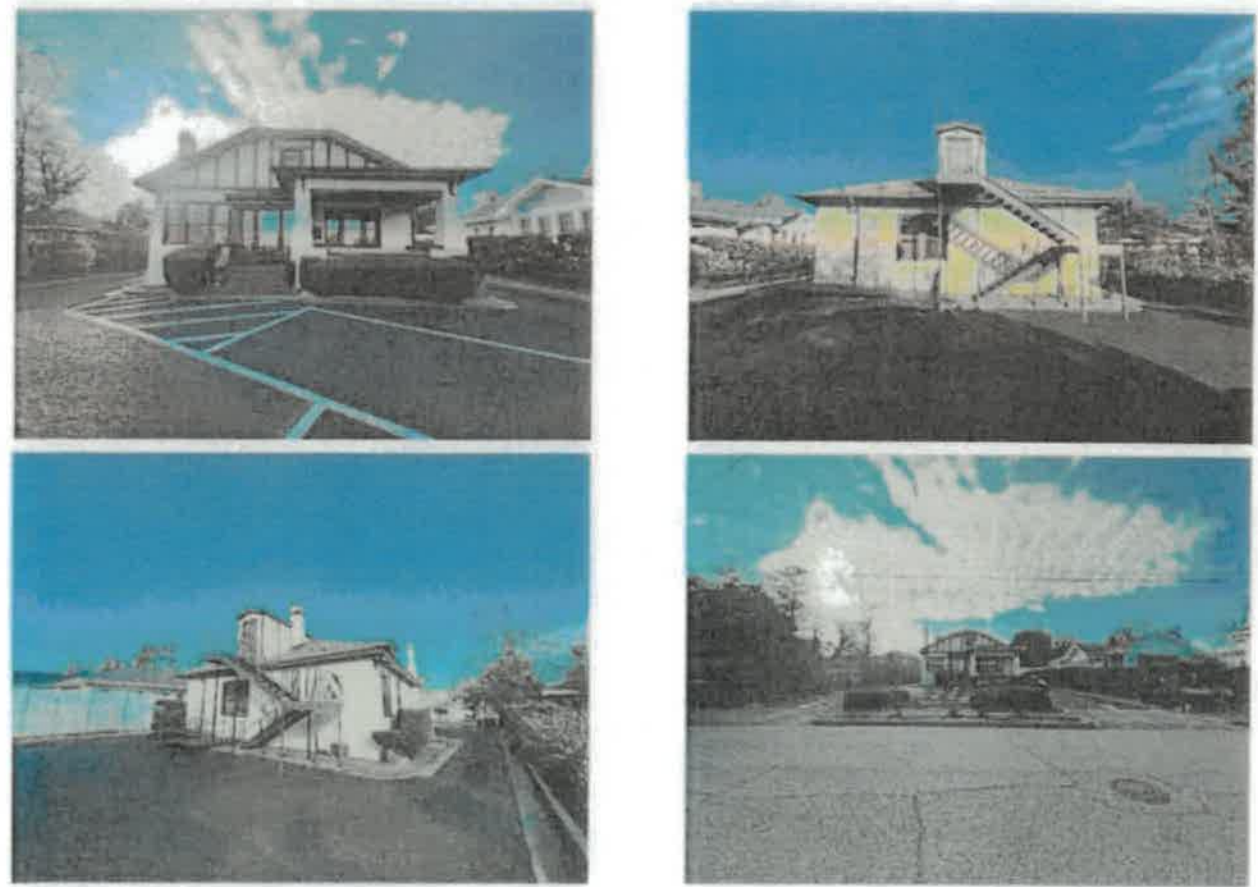
The surrounding area comprises a mix of *R-1C Residential* and *P-1 Professional* zoning. The subject property has operated as a medical office since 1974 and is currently zoned *R-1C Residential*. Under the existing zoning designation, the property's use is considered non-conforming. The building's interior is currently configured as a medical office, featuring a reception area, patient waiting room, multiple examination rooms, private offices, and additional office-related spaces. Converting the property for residential use would require a significant investment, making it costly for a residential buyer. A map illustrating the current zoning of the subject property and the surrounding area is provided below.



**3. Proposed Zoning**

The applicant seeks to rezone the property from its current *R-1C Residential* designation to *P-1 Professional* for General Office Use to align with its longstanding use as a medical office. Rezoning to *P-1 Professional* will not only bring the property into compliance with its existing use but also provide greater flexibility for future office-related purposes. Given the surrounding area's mix of *R-1C Residential* and *P-1 Professional* zoning, this request is consistent with the area's development pattern. In addition, this request aims to align the zoning designation with the property's current use, ensuring compliance with regulatory standards. The property is currently under contract with an office user, whose operations are expected to have a reduced impact on parking and traffic compared to the current use.

**4. Current Property Photos**



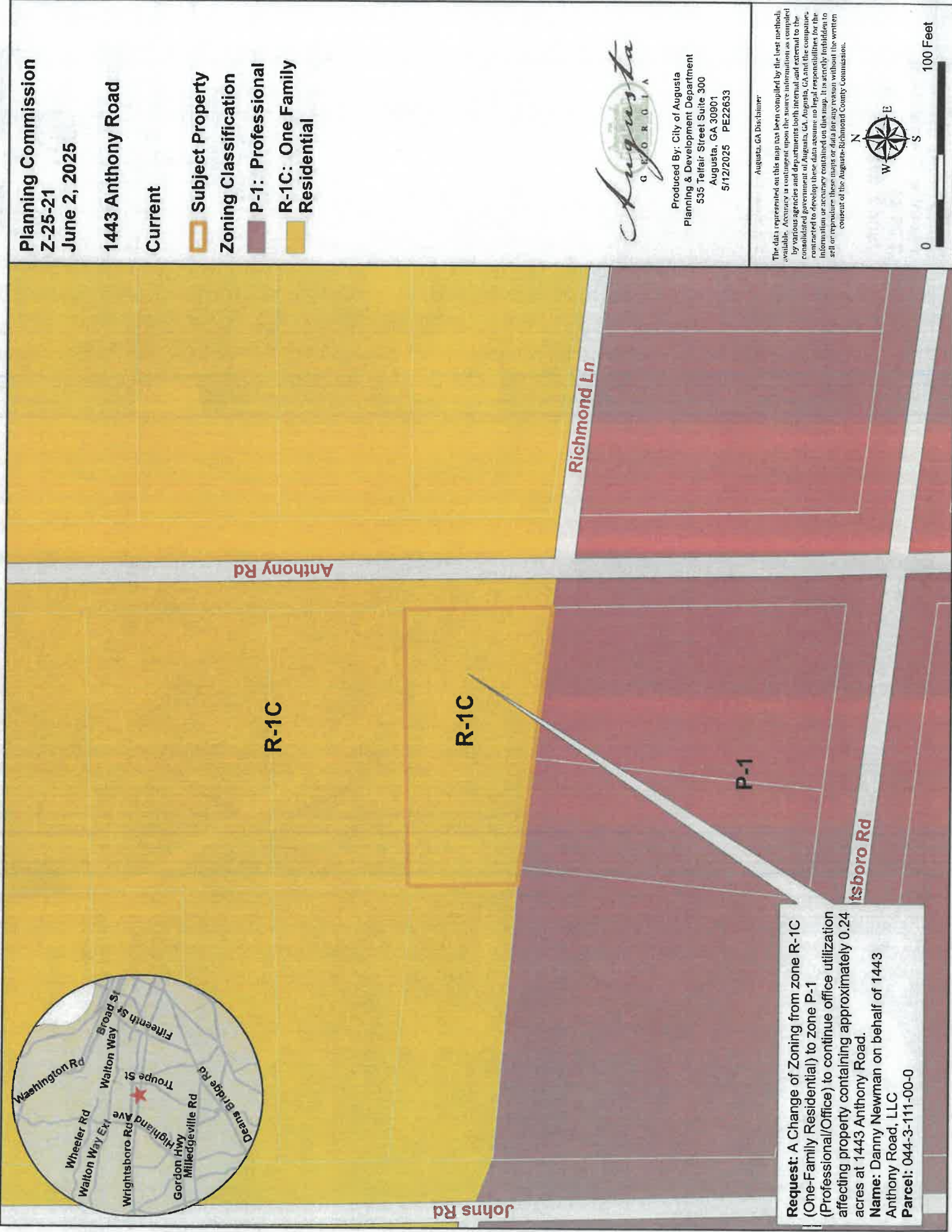




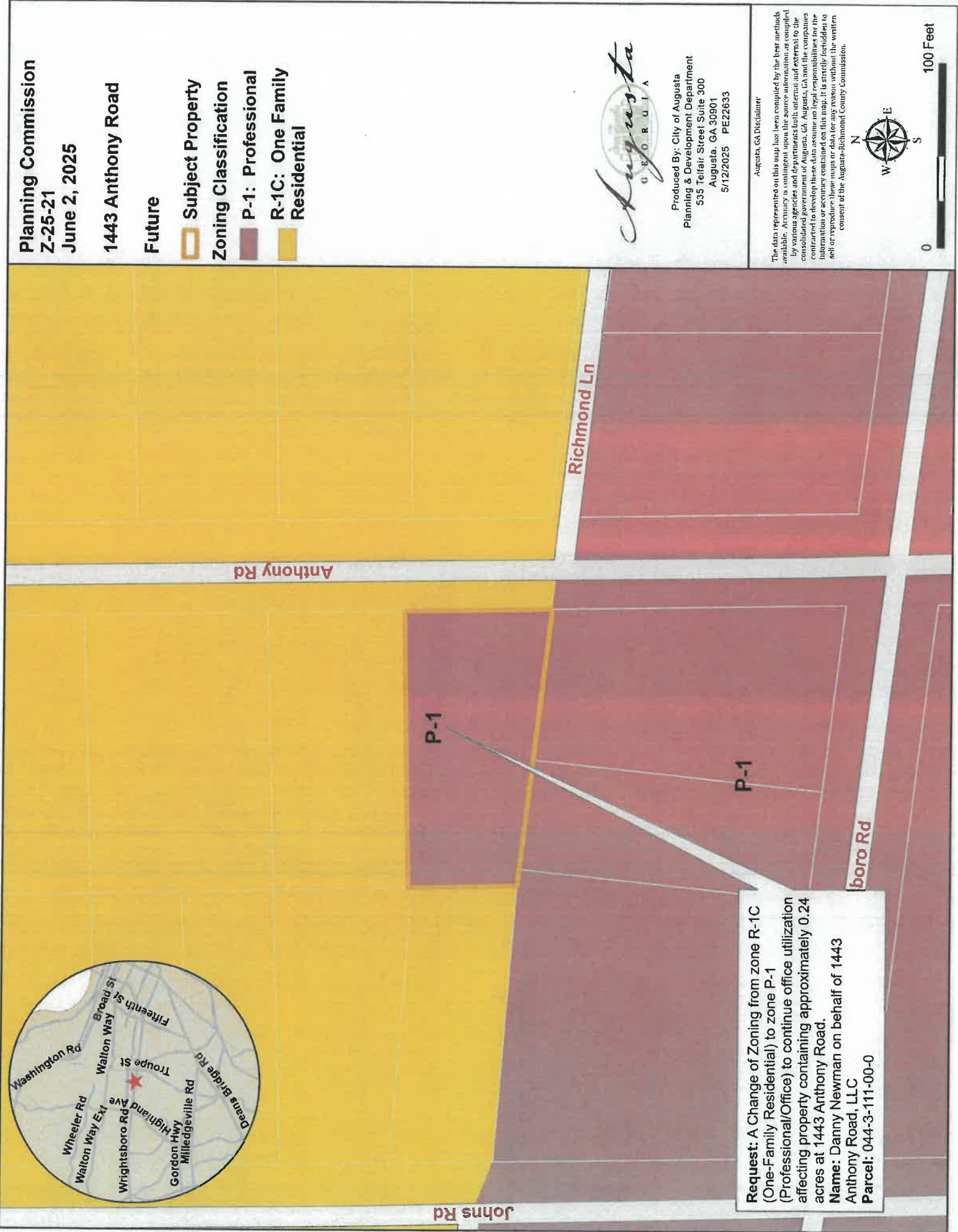


















## Public.Service.Committee.Meeting

Meeting Date: 06/10/25

### Airport Drainage Ditch Enclosure – Phase II – Recommendation of Award

<b>Department:</b>	Augusta Regional Airport
<b>Presenter:</b>	Herbert L. Judon, Jr., Airport Executive Director
<b>Caption:</b>	Motion to approve <b>Recommendation of Award</b> to Reeves Construction Company in the amount of \$5,285,229.60 for the Drainage Ditch Enclosure – Phase II project.
<b>Background:</b>	<p>Bids were opened and read publicly on March 19, 2025, at 3:00 pm, local time at the Augusta Procurement Department. Bids were received from Piedmont Mining, LLC headquartered in Wrens, GA and Reeves Construction Company headquartered in Augusta, GA.</p> <p>Based on Mead &amp; Hunt's review, we recommend awarding the base bid and additive alternate to Reeves Construction Company in the amount of \$5,285,229.60 (See attached Bid Tabulation). After reviewing and evaluating the unit prices associated with the various construction line items, the costs associated seem to fall within the current market averages seen across the region and country in similar projects, with multiple being at or below the engineer's estimate. Based upon our review and the City's Procurement Department's review, we believe Reeves has submitted a responsive bid and is a responsible, experienced airport contractor.</p>
<b>Analysis:</b>	<p>Mead &amp; Hunt's construction estimate for this project was <b>\$2,807,308.63</b>. Reeves' bid for the same bid package came in at <b>\$5,285,229.60</b>. Because the low bid and corresponding line items are in line with the overall current costs in the region and Reeves' bid was compliant, Mead and Hunt recommends award.</p> <p>Mead and Hunt have reviewed the response to the advertisement for bids (IFB #25-150) for the Drainage Ditch Enclosure – Phase II project and recommends awarding the project to Reeves Electrical in the amount of <b>\$5,285,229.60</b>.</p> <p>This Recommendation of Award has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.</p>

**Financial Impact:** This contract is proposed to be funded through a Georgia Department of Transportation (GDOT) Aviation Grant in the amount of \$2,477,925.33 in FY 2024 and \$2,807,309.33 in FY 2025. GDOT plans to participate via their standard match of 75% resulting in AGS providing the remaining 25%.

**Alternatives:** N/A

**Recommendation:** Approve **Recommendation of Award** to Reeves Construction Company in the amount of \$5,285,229.60 for the Drainage Ditch Enclosure – Phase II project.

**Funds are available in the following accounts:** 551081305-5412110

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



### Invitation to Bid

Sealed bids will be received at this office until **Wednesday, March 19, 2025 @ 3:00 p.m.** via ZOOM Meeting ID: **815 3402 4374**; Passcode: **25150** for furnishing:

**Bid Item #25-150 Southeast Drainage Ditch Enclosure Ph. II for Augusta, GA – Augusta Regional Airport**

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

Darrell White, Interim Procurement 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)**. **The fees for the plans and specifications which are non-refundable are \$200.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blueprint (706 722-6488) beginning Thursday, February 6, 2025. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

A Pre-Bid Conference will be held on Monday, March 3, 2025 @ 10:00 a.m. via Zoom Meeting ID: 826 4977 3019; Passcode: 25150. Optional Site Visit will be held on Tuesday, March 4, 2025; please contact Elizabeth Giles at (706) 796-4010 in advance.

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

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

**Invitation for bids and specifications.** An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not 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: Darrell White, Interim Procurement Director  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle February 6, 13, 20, 27, 2025  
Metro Courier February 6, 2025





**Bid Opening: Bid Item #25-150**  
**Southeast Drainage Ditch Enclosure**  
**for Augusta, GA - Augusta Regional Airport**  
**Bid Due: Wednesday, March 19, 2025 @ 3:00 p.m.**

**Total Number Specifications Mailed Out: 24**  
**Total Number Specifications Download (Demandstar): 3**  
**Total Electronic Notifications (Demandstar): 373**  
**Georgia Procurement Registry: 1266**  
**Pre-Bid Conference Attendees: 10**  
**Total packages submitted: 2**  
**Total Noncompliant: 1**

VENDORS	Attachment "B"	Addendum 1	E-Verify	SAVE Form	Bid Bond	Base Bid	Alternate 1	Total	Compliance Goal
Piedmont Mining, LLC 815 N. Main Street Wrens, GA 30833	YES	YES	924422	YES	YES	\$3,322,822.04	\$2,169,439.58	\$5,492,261.62	YES
Reeves Construction Company 1 APAC Industrial Way Augusta, GA 30907	YES	YES	667047	YES	YES	\$3,479,237.00	\$1,805,997.00	\$5,285,234.00	YES
JHC Corporation	LATE SUBMITTAL/ Non-Compliant								

**BID TABULATION SUMMARY**

Location: Augusta Regional Airport      By:  
 Project Name: Ditch Enclosure Ph II      Date: April 7, 2025  
 AIP NO.:      Revision#: N/A  
 M&H Project No.: 011970-210463.01

**Base Bid - Drainage Ditch Enclosure Ph II**

Schedule	Base Bid	% Change Eng. Est.
Engineer's Estimate	\$ 1,480,951.83	
Reeves	\$ 3,479,232.60	135%
Piedmont Mining	\$ 3,319,823.89	124%
Average Bid	\$ 3,399,528.24	130%

**Additive Alternate - Drainage Ditch Enclosure Ph II**

Schedule	Bid Alt 1	% Change Eng. Est.
Engineer's Estimate	\$ 1,326,356.80	
Reeves	\$ 1,805,997.00	36%
Piedmont Mining	\$ 2,169,439.58	64%
Average Bid	\$ 1,987,718.29	50%

**Taxiway F Combined Options**

Schedule	Conc./Conc.	% Change Eng. Est.
Engineer's Estimate	\$ 2,807,308.63	
Reeves	\$ 5,285,229.60	
Piedmont Mining	\$ 5,489,263.47	96%
Average Bid	\$ 4,527,267.23	61%

Mobilization	Max 10% Mob
\$ 128,778.42	
\$ 250,519.37	\$ 347,923.26
\$ 345,000.00	\$ 331,982.39

Augusta Regional Airport  
SE Dranage Ditch Ph II

AIP:

April 3, 2025

Bid Tabulation

MH #: 0119700-210463.01

Base Bid Enclosure and Improvements of East-West Drainage Ditch East of Runway 35 Protection Zone to General Perry Parkway

Item 5.

Item	Spec Ref.	Description	Unit	Quantity	ENGINEER'S ESTIMATE		Reeves		Piedmont	
					Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	C-100.1	Contractor Quality Control Program	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 170,000.00	\$ 170,000.00	\$ 48,594.00	\$ 48,594.00
2	C-102.1a	Installation, Maintenance, and Removal of Silt Fence	LF	1650	\$ 7.50	\$ 12,375.00	\$ 5.50	\$ 9,075.00	\$ 4.88	\$ 8,052.00
3	C-102.1b	Construct, Maintain, and Remove Inlet Sediment Trap	EA	2	\$ 500.00	\$ 1,000.00	\$ 350.00	\$ 700.00	\$ 458.99	\$ 917.98
4	C-102.1c	Construct, Maintain, and Remove Construction Exit	EA	2	\$ 11,500.00	\$ 23,000.00	\$ 3,300.00	\$ 6,600.00	\$ 4,993.36	\$ 9,986.72
5	C-102.1e	Construct, Maintain, and Remove Rock Dam	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 4,100.00	\$ 4,100.00	\$ 3,012.96	\$ 3,012.96
6	C-102.1f	Water Quality Monitoring and Sampling	EA	8	\$ 500.00	\$ 4,000.00	\$ 400.00	\$ 3,200.00	\$ 9,534.00	\$ 76,272.00
7	C-102.1g	Water Quality Inspections	EA	3	\$ 1,700.00	\$ 5,100.00	\$ 400.00	\$ 1,200.00	\$ 2,787.75	\$ 8,363.25
8	C-102.1h	Erosion Control Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 45,000.00	\$ 45,000.00	\$ 1,178.19	\$ 1,178.19
9	C-102.1i	Emergency Erosion Control Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,590.33	\$ 4,590.33
10	C-102.1j	Rip Rap, Type 1 18" Depth	SY	80	\$ 150.00	\$ 12,000.00	\$ 125.00	\$ 10,000.00	\$ 145.69	\$ 11,655.20
11	C-105.1	Mobilization, Cleanup, and Demobilization	LS	1	\$ 128,778.42	\$ 128,778.42	\$ 345,000.00	\$ 345,000.00	\$ 250,519.37	\$ 250,519.37
12	C-105.2	Airfield Safety and Traffic Control	LS	1	\$ 64,389.21	\$ 64,389.21	\$ 301,900.00	\$ 301,900.00	\$ 146,894.37	\$ 146,894.37
13	P-101.1	Remove Existing 30-72" Storm Sewer Pipe	LF	570	\$ 30.00	\$ 17,100.00	\$ 41.00	\$ 23,370.00	\$ 43.38	\$ 24,726.60
14	P-101.2	Remove Existing Concrete Headwall	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 3,300.00	\$ 6,600.00	\$ 1,667.93	\$ 3,335.86
15	P-151.1	Tree Clearing and Grubbing	AC	2	\$ 10,000.00	\$ 20,000.00	\$ 13,500.00	\$ 27,000.00	\$ 9,451.30	\$ 18,902.60
16	P-152.1	Unclassified Excavation, Select Fill from Off-Site Material	CY	1810	\$ 50.00	\$ 90,500.00	\$ 25.00	\$ 45,250.00	\$ 27.39	\$ 49,575.90
17	P-152.2	Borrow Excavation, Select Fill from On-Site Material	CY	7250	\$ 20.00	\$ 145,000.00	\$ 15.00	\$ 108,750.00	\$ 16.15	\$ 117,087.50
18	P-152.3	Unsuitable/Over excavation	CY	1000	\$ 30.00	\$ 30,000.00	\$ 123.00	\$ 123,000.00	\$ 48.99	\$ 48,990.00
19	D-701.1	Concrete Sewer Pipe, 30-inch, Class V	LF	160	\$ 150.00	\$ 24,000.00	\$ 304.00	\$ 48,640.00	\$ 297.34	\$ 47,574.40
20	D-701.2	Concrete Sewer Pipe, 72-inch, Class V	LF	700	\$ 240.00	\$ 168,000.00	\$ 965.00	\$ 675,500.00	\$ 971.39	\$ 679,973.00
21	D-701.3	Concrete Sewer Pipe, 84-inch, Class V	LF	940	\$ 315.00	\$ 296,100.00	\$ 1,165.00	\$ 1,095,100.00	\$ 1,334.94	\$ 1,254,843.60
22	D-751.1	Airfield Inlet with Aircraft Rated Grate	EA	2	\$ 16,000.00	\$ 32,000.00	\$ 51,000.00	\$ 102,000.00	\$ 47,916.57	\$ 95,833.14
23	D-751.2	Airfield Manhole with Aircraft Rated Lid	EA	2	\$ 16,000.00	\$ 32,000.00	\$ 67,000.00	\$ 134,000.00	\$ 73,976.54	\$ 147,953.08
24	D-751.3	Connect New Storm Sewer Pipe to Existing Storm Pipe	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 5,900.00	\$ 11,800.00	\$ 10,862.45	\$ 21,724.90
25	D-752.1	Concrete Storm Headwall	EA	2	\$ 12,000.00	\$ 24,000.00	\$ 35,000.00	\$ 70,000.00	\$ 11,920.93	\$ 23,841.86
26	T-901.1	Temporary Seeding	AC	5	\$ 2,850.00	\$ 14,250.00	\$ 3,700.00	\$ 18,500.00	\$ 2,375.94	\$ 11,879.70
27	T-901.2	Permanent Seeding	AC	5	\$ 5,200.00	\$ 26,000.00	\$ 4,100.00	\$ 20,500.00	\$ 3,912.74	\$ 19,563.70
28	T-901.3	Seeding, Staging Area	AC	1	\$ 4,150.00	\$ 4,150.00	\$ 4,100.00	\$ 4,100.00	\$ 3,912.74	\$ 3,912.74
29	T-904.1	Sodding	SY	165	\$ 14.00	\$ 2,307.20	\$ 22.00	\$ 3,625.60	\$ 13.26	\$ 2,185.25
30	T-905.1	Topsoiling (Obtain on Site or Removed from Stockpile)	CY	6900	\$ 21.00	\$ 144,900.00	\$ 6.00	\$ 41,400.00	\$ 13.41	\$ 92,529.00
31	T-905.2	Topsoiling, Staging Area	CY	2762	\$ 21.00	\$ 58,002.00	\$ 6.00	\$ 16,572.00	\$ 29.17	\$ 80,567.54
32	T-908.1	Mulching	AC	5	\$ 3,800.00	\$ 19,000.00	\$ 350.00	\$ 1,750.00	\$ 957.43	\$ 4,787.15
					SubTotal	\$ 1,480,951.83	SubTotal	\$ 3,479,232.60	SubTotal	\$ 3,319,823.89

Augusta Regional Airport  
SE Drainage Ditch Ph II

AIP:

April 3, 2025

Bid Tabulation

MH #: 0119700-210463.01

Bid Opt 1A Enclosure and Improvements of East-West Drainage Ditch East of Runway 35 Protection Zone to General Perry Parkway

Item 5.

					ENGINEER'S ESTIMATE		Reeves		Piedmont	
Item	Spec Ref.	Description	Unit	Quantity	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	C-100.1	Contractor Quality Control Program	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 64,230.00	\$ 64,230.00	\$ 23,619.75	\$ 23,619.75
2	C-102.1a	Installation, Maintenance, and Removal of Silt Fence	LF	720	\$ 7.50	\$ 5,400.00	\$ 5.50	\$ 3,960.00	\$ 4.89	\$ 3,520.80
3	C-102.1b	Construct, Maintain, and Remove Inlet Sediment Trap	EA	1	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 483.03	\$ 483.03
4	C-102.1c	Construct, Maintain, and Remove Construction Exit	EA	1	\$ 11,500.00	\$ 11,500.00	\$ 3,300.00	\$ 3,300.00	\$ 4,993.36	\$ 4,993.36
5	C-102.1d	Construct, Maintain, and Remove Check Dam	EA	2	\$ 800.00	\$ 1,600.00	\$ 4,100.00	\$ 8,200.00	\$ 2,004.04	\$ 4,008.08
6	C-102.1e	Construct, Maintain, and Remove Rock Dam	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 4,100.00	\$ 8,200.00	\$ 3,012.96	\$ 6,025.92
7	C-102.1f	Water Quality Monitoring and Sampling	EA	6	\$ 500.00	\$ 3,000.00	\$ 400.00	\$ 2,400.00	\$ 7,150.50	\$ 42,903.00
8	C-102.1g	Water Quality Inspections	EA	2	\$ 1,700.00	\$ 3,400.00	\$ 400.00	\$ 800.00	\$ 1,858.50	\$ 3,717.00
9	C-102.1h	Erosion Control Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 24,500.00	\$ 24,500.00	\$ 1,178.19	\$ 1,178.19
10	C-102.1i	Emergency Erosion Control Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,590.33	\$ 4,590.33
11	C-102.1j	Rip Rap, Type 1 18" Depth	SY	930	\$ 150.00	\$ 139,500.00	\$ 90.00	\$ 83,700.00	\$ 140.55	\$ 130,711.50
12	C-102.1k	Erosion Control Blanket/Matting	SY	300	\$ 2.55	\$ 765.00	\$ 2.00	\$ 600.00	\$ 7.20	\$ 2,160.00
13	C-105.1	Mobilization, Cleanup, and Demobilization	LS	1	\$ 115,338.70	\$ 115,338.70	\$ 30,000.00	\$ 30,000.00	\$ 135,739.03	\$ 135,739.03
14	C-105.2	Airfield Safety and Traffic Control	LS	1	\$ 57,631.10	\$ 57,631.10	\$ 10,000.00	\$ 10,000.00	\$ 81,749.01	\$ 81,749.01
15	P-101.1	Remove Existing 30-72" Storm Sewer Pipe	LF	75	\$ 30.00	\$ 2,250.00	\$ 41.00	\$ 3,075.00	\$ 181.69	\$ 13,626.75
16	P-101.2	Remove Existing Concrete Headwall	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 3,300.00	\$ 3,300.00	\$ 1,667.93	\$ 1,667.93
17	P-152.1	Unclassified Excavation, Select Fill from Off-Site Material	CY	2430	\$ 50.00	\$ 121,500.00	\$ 25.00	\$ 60,750.00	\$ 25.70	\$ 62,451.00
18	P-152.2	Unclassified Excavation, Select Fill from On-Site Material	CY	9720	\$ 20.00	\$ 194,400.00	\$ 15.00	\$ 145,800.00	\$ 11.14	\$ 108,280.80
19	P-152.3	Unsuitable/Over excavation	CY	1000	\$ 30.00	\$ 30,000.00	\$ 123.00	\$ 123,000.00	\$ 48.99	\$ 48,990.00
20	D-701.2	Concrete Sewer Pipe, 72-inch, Class V	LF	200	\$ 240.00	\$ 48,000.00	\$ 1,000.00	\$ 200,000.00	\$ 1,010.53	\$ 202,106.00
21	D-701.3	Concrete Sewer Pipe, 84-inch, Class V	LF	700	\$ 315.00	\$ 220,500.00	\$ 1,165.00	\$ 815,500.00	\$ 1,311.63	\$ 918,141.00
22	D-751.2	Airfield Manhole with Aircraft Rated Lid	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 67,000.00	\$ 67,000.00	\$ 124,392.98	\$ 124,392.98
23	D-751.4	Connect Storm Sewer Pipe to Existing Storm Structure	EA	1	\$ 19,500.00	\$ 19,500.00	\$ 5,900.00	\$ 5,900.00	\$ 14,324.26	\$ 14,324.26
24	D-752.1	Concrete Storm Headwall	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 39,000.00	\$ 39,000.00	\$ 23,008.89	\$ 23,008.89
25	T-901.1	Temporary Seeding	AC	4	\$ 2,850.00	\$ 11,400.00	\$ 3,700.00	\$ 14,800.00	\$ 2,375.04	\$ 9,500.16
26	T-901.2	Permanent Seeding	AC	4	\$ 5,200.00	\$ 20,800.00	\$ 4,100.00	\$ 16,400.00	\$ 3,912.75	\$ 15,651.00
27	T-901.3	Seeding, Staging Area	AC	1	\$ 4,150.00	\$ 4,150.00	\$ 4,100.00	\$ 4,100.00	\$ 3,912.75	\$ 3,912.75
28	T-904.1	Sodding	SY	80	\$ 14.00	\$ 1,120.00	\$ 22.00	\$ 1,760.00	\$ 13.26	\$ 1,060.80
29	T-905.1	Topsoiling (Obtain on Site or Removed from Stockpile)	CY	6900	\$ 21.00	\$ 144,900.00	\$ 6.00	\$ 41,400.00	\$ 13.41	\$ 92,529.00
30	T-905.2	Topsoiling, Staging Area	CY	2762	\$ 21.00	\$ 58,002.00	\$ 6.00	\$ 16,572.00	\$ 29.17	\$ 80,567.54
31	T-908.1	Mulching	AC	4	\$ 3,800.00	\$ 15,200.00	\$ 350.00	\$ 1,400.00	\$ 957.43	\$ 3,829.72
					SubTotal	\$ 1,326,356.80	SubTotal	\$ 1,805,997.00	SubTotal	\$ 2,169,439.58



5955 Core Road, Suite 515  
North Charleston, South Carolina 29406  
803-520-2986  
meadhunt.com

May 29, 2025

Mr. Herbert L. Judon, Jr. A.A.E., IAP  
Executive Director  
Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

Subject: Drainage Ditch Enclosure – Phase II

Dear Mr. Judon:

The Augusta Procurement Department has publicly Bid the Plans and Specifications for the Drainage Ditch Enclosure – Phase II project (IFB #25-150) which includes but is not limited to the enclosure of the existing east-west ditch south of Runway 17-35, grading improvements, and the installation of new storm pipe (see attached exhibit).

Mead and Hunt, Inc. has reviewed the response to the advertisement for bids (IFB #25-150) for the Project. Bids were opened and read publicly on March 19, 2025, at 3:00 pm, local time at the Augusta Procurement Department. Bids were received from Piedmont Mining, LLC headquartered in Wrens, GA and Reeves Construction Company headquartered in Augusta, GA.

Based on Mead & Hunt's review, we recommend awarding the base bid and additive alternate to Reeves Construction Company in the amount of \$5,285,229.60 (See attached Bid Tabulation). After reviewing and evaluating the unit prices associated with the various construction line items, the costs associated seem to fall within the current market averages seen across the region and country in similar projects, with multiple being at or below the engineer's estimate. Based upon our review and the City's Procurement Department's review, we believe Reeves has submitted a responsive bid and is a responsible, experienced airport contractor.

Should you have any questions, please feel free to contact us.



Sincerely,

MEAD & HUNT, INC.

A handwritten signature in black ink, appearing to read 'Edwin J. Scott, Jr.', written in a cursive style.

Edwin J Scott, Jr., P.E.  
Project Manager

cc:

Darrell White, City of Augusta Procurement  
Nancy Williams, City of Augusta Procurement  
Elizabeth Giles, Augusta Regional Airport  
Herbert Judon, Augusta Regional Airport



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

May 22, 2025

Darrell White  
Augusta, Georgia Procurement Department  
535 Telfair Street, Suite 605  
Augusta, Georgia 30901

**RE: BID #25-150 Drainage Ditch Enclosure Phase II**

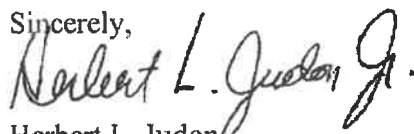
Dear Mr. White,

Please accept this attached justification letter from Mead & Hunt on behalf of Augusta Regional Airport regarding the Drainage Ditch Enclosure Phase II IFB# 25-150. After rebid, the qualifying low bid has come in over budget. The qualifying low bid submitted by Reeves Construction Company totaling \$5,285,229.60 including the base bid and additive alternative (Base Bid = \$3,479,323.60, Bid Alt = \$1,805,997.00) and comparing to the Engineer's estimate totaling \$2,807,308.63.

This project will be funded by a Georgia Department of Transportation (GDOT) Grant. The GDOT grant will cover 75% with a 25% local cost share. GDOT has committed to raising the amount of the grant due to market conditions resulting in cost escalations. Following GDOT's review, a draft Exhibit A was provided to Augusta Regional Airport which detailed GDOT's plan to award the entirety of the project (Base Bid and Additive Alt) in the amount of \$2,477,925.33 in FY 2024 and \$2,807,309.33 in FY 2025.

The Augusta Regional Airport would like to move forward with awarding this bid. I respectfully request approval of this justification.

If you have any additional questions, please contact me at 706-796-4040 or via email at [hjudon@augustaga.gov](mailto:hjudon@augustaga.gov)

Sincerely,  


Herbert L. Judon  
Executive Director



5955 Core Road, Suite 515  
North Charleston, South Carolina 29406  
803-520-2986  
meadhunt.com

May 19, 2025

Mr. Herbert L. Judon, Jr. A.A.E., IAP  
Executive Director  
Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

Subject: Drainage Ditch Enclosure – Phase II

Dear Mr. Judon:

The Augusta Procurement Department has publicly Bid the Plans and Specifications for the Drainage Ditch Enclosure – Phase II project (IFB #25-150). Bids were opened and read publicly on March 19, 2025, at 3:00 pm, local time at the Augusta Procurement Department.

Mead and Hunt, Inc. has reviewed the response to the advertisement for bids for the project. Bids were received from Piedmont Mining, LLC headquartered in Wrens, GA and Reeves Construction Company headquartered in Augusta, GA.

All bids received must be reviewed as a whole by the Augusta Procurement Department and compared to the Engineer's estimate. In the event that the apparent responsive and responsible low bid contractor is compliant yet exceeds the allowed 20% overage between the bid and estimate, justification must be provided by the Consultant (Mead & Hunt) to the Augusta Regional Airport and the Augusta Procurement Department prior to recommending award to the apparent low-bid contractor.

Based upon our review of the bid submitted by Reeves Construction Company totaling \$5,285,229.60 including the base bid and additive alternative (Base Bid = \$3,479,323.60, Bid Alt = \$1,805,997.00) and comparing to the Engineer's estimate totaling \$2,807,308.63, Mead & Hunt determined that the bid received was approximately 88% higher (or approximately \$2,480,000.00 more) than the estimate while also exceeding the original programmed amount. The difference between these costs can be mainly attributed to a handful of items.

Within the Engineer's estimate, the cost of materials and labor included within the custom aircraft rated manholes/inlets as well as the class V concrete sewer pipe were based upon similar work scope completed several years ago. These items were escalated to account for inflation and labor increase, but with the volatility in the market, it is hard to account for concrete and steel prices and what they are anticipated to be at the time of bidding.

# Augusta Blueprint & Microfilm, Inc.

#25-150 Southeast Drainage Ditch Enclosure Ph II for Augusta, GA-Augusta Regional Airport

## Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	Reeves Construction			X	1 APAC Industrial Way Augusta, GA 30907 ghamilton@reevescc.com	478-972-4646	
2	Piedmont Mining			X	815 N Main Street Wrens, GA 30833 wmcdaniel@piedmontllc.com	706-825-7707	
3	Lagniappe Development			X	1190 W. Shadburn Avenue Buford, GA 30518	770-634-8088	
4	Construct Connect			X	3825 Edwards Road Suite 800 Cincinnati, OH 45209	513-458-8545	
5	Precision 2000, Inc.			X	2215 Lawson Way Atlanta, GA 30341 jsalcido@precision2k.com	470-568-4405	
6	JHC Corporation			X	15 Fresh Bru Dr Newman, GA 30263 melissa@jhccorporation.com	770-487-3258	770-487-4254
7							
8							
9							
10							
11							

**E.R.SNELL CONTRACTOR, INC.**  
**1785 OAK ROAD**  
**SNELLVILLE, GA 30078**

**ASTRA GROUP, LLC**  
**300 CHURCHILL ROAD**  
**WOODSTOCK, GA 30188**

**REEVES CONSTRUCTION**  
**1 APAC INDUSTRIAL WAY**  
**AUGUSTA, GA 30907**

**KIEWIT**  
**450 DIVIDEND DRIVE**  
**PEACHTREE CITY, GA 30269**

**PITTMAN CONSTRUCTION**  
**1487 FARMER ROAD NW**  
**CONYERS, GA 30012**

**CMS**  
**105 PARK 42 DRIVE, SUITE A**  
**LOCUST GROVE, GA 30248**

**MCCARTHY IMPROVEMENT CO**  
**1451 DONALDSON RD**  
**GREENVILLE, SC 29605**

**THE LANE CONSTRUCTION COMPANY**  
**6125 TYVOLA CENTRE DRIVE**  
**CHARLOTTE, NC 28217**

**TRIANGLE GRADING PAVING**  
**1521 HUFFMANVILLE ROAD**  
**BURLINGTON, NC 27215**

**BEAM'S CONTRACTING**  
**15030 ATOMIC ROAD**  
**BEECH ISLAND, SC 29842**

**SUMMERS CONCRETE**  
**5538 COPPAGE ROAD**  
**HAHIRA, GA 31632**

**GLF CONSTRUCTION**  
**31 COLLEGE PLACE**  
**BUILDING D, SUITE 304**  
**ASHEVILLE, NC 28801**

**COOPER BARNETTE PAGE**  
**ENVIRONMENTAL**  
**1928 EXECUTIVE PARK DR., SUITE A**  
**STATHAM, GA 30666**

**PITTMAN CONSTRUCTION**  
**1487 FARMER ROAD NW**  
**CONYERS, GA 30012**

**C. A. MURREN & SONS**  
**2275 LOGANVILLE HWY.**  
**GRAYSON, GA 30017**

**GEARIG BROTHERS CIVILWORKS**  
**322 GRIMAUDE BLVD**  
**GROVETOWN, GA 30813**

**GARNTO SOUTHERN CONSTRUCTION**  
**4811 CLARK DRIVE**  
**EVANS, GA 30809**

**PEED BROTHERS**  
**42 INDUSTRIAL ROAD**  
**BUTLER, GA 31006**

**STRACK, INC.**  
**125 LASER INDUSTRIAL COURT**  
**FAIRBURN, GA 30213**

**RICHARDSON CONSTRUCTION CO**  
**6806 MONTICELLO RD.**  
**COLUMBIA, SC 29203**

**BLAIR CONSTRUCTION**  
**PO BOX 770**  
**EVANS, GA 30809**

**MEAD & HUNT, INC.**  
**2011 COMMERCE DR, STE D103**  
**PEACHTREE CITY, GA 30269**

**PAUL JOHNSON DRAINAGE &**  
**ESCAVATING**  
**2621 GLENN HILLS DR**  
**AUGUSTA, GA 30906**

**D SHEPHERD CONSTRUCTION &**  
**UTILITIES**  
**2428 PEACH ORCHARD RD**  
**AUGUSTA, GA 30906**

**Herbert Judon**  
**Augusta Regional Airport**

**Elizabeth Giles**  
**Augusta Regional Airport**

**Phyllis Johnson**  
**Compliance**

**BID ITEM #25-150**  
**SOUTHEAST DRAINAGE DITCH**  
**ENCLOSURE for Augusta, GA-**  
**AUGUSTA REGIONAL AIRPORT**  
**BID DUE: Wed, 03/19/25 @ 3:00 P.M.**

**BID ITEM #25-150**  
**SOUTHEAST DRAINAGE DITCH**  
**ENCLOSURE for Augusta, GA-**  
**AUGUSTA REGIONAL AIRPORT**  
**Mail Date: 2/6/2025**

**Tywanna Scott**

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Friday, February 7, 2025 11:32 AM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000103

Dear Tywanna Scott,  
 tscott@augustaga.gov

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

**Event Number: PE-72155-NONST-2025-000000103**

**Event Title: 25-150**

**Event Type: Non-State Agency**

Process Log
2025/02/07 11:23:07 : Log starts for - 23315361 - EVENT_RELEASE_TO_SUPL
2025/02/07 11:23:11 : Email Process Log for the Event#: PE-72155-NONST-2025-000000103
2025/02/07 11:23:11 : Email Batch# 2502078088
2025/02/07 11:23:11 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/02/07 11:24:27 : Bad Email not sent to tworiversrc&d@hotmail.com of TWO RIVERS RESOURCE CONSERVATION &
2025/02/07 11:24:46 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2025/02/07 11:24:46 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2025/02/07 11:28:49 : Bad Email not sent to 678/244-6739 of HAZEN AND SAWYER
2025/02/07 11:29:11 : Bad Email not sent to dtaylorcon@gmail.coDavid Taylorm of DAVID TAYLOR CONSTRUCTION INC
2025/02/07 11:31:45 : Total No of Contacts found for sending Email: 1266
2025/02/07 11:31:45 : No of Email(s) not sent due to Bad Email Address: 5

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000103&sourceSystemType=gpr20>

02/07/2025 11:31:45 AM

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



## BIDDERS LIST

 BID (✓) RFP ( ) RFQ ( ) ITEM # 25-150

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	<sup>informed</sup> <del>MAILED</del> BY
2/13/25	Lagniappe Development Co, Inc. Kristina Layton	1190 W. Shadburn Ave. Buford, GA 30518 Mailing: 115 E Main Street Ste. A1B-1033 Buford, GA 30518-5727		Om



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

## **Augusta Aviation Commission Meeting Minutes**

**May 29, 2025**

**10:00 a.m.**

**Orwen Aviation Commission Chambers  
2nd Floor - Terminal Building**

**Committee Members:** Commissioner Dan Troutman; Commissioner James Germany;  
Commissioner Charles Larke; Commissioner Randy Sasser;  
Commissioner William Fennoy; Commissioner Larry Harris;  
Commissioner Wilbert Barrett; Commissioner Kay Roland;  
Commissioner Marshall McKnight

**Staff:** Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles;  
Ms. Risa Bingham; Mr. Bruce Keller;  
Ms. Diane Johnston; Mr. Korey Anderson; Mr. Ken Hinkle;  
Mr. Tyler Good; Ms. Jennifer Humphrey;  
Mr. Edwin Scott; Mr. Robert Kerr- Staff Attorney

**Others:** Ms. Dana Lynn McIntyre – Augusta Business Daily;  
Mr. Christopher Epps – AGS Marshall Department;  
Mr. Robert Moore

**CALL TO ORDER** – Mr. Robert Kerr – Staff Attorney, called the meeting to order at 10:01am.

*Motion by Commissioner Sasser 2nd by Commissioner Roland to appoint temporary Chair from Commission body. Unanimous Ayes; Motion carries. Motion by Commissioner Sasser 2nd by Commissioner Germany to appoint Commissioner Troutman as temporary Chair for May 29, 2025, Augusta Aviation Commission meeting. Unanimous Ayes; Motion carries.*

**PRAYER** – Prayer by Commissioner Barrett

May 29, 2025

Page 2 of 2

**I. AGENDA, MINUTES, STATISTICS, & CONSENT – Temporary Chair Commissioner Troutman**

- A. May 29, 2025, Meeting Agenda
- B. April 24, 2025, Commission Meeting Minutes
- C. April Statistics
- D. Consent Items
  - a. March Financials
  - b. Director Action Requests A-E (Approved in Construction Committee Meeting)
  - c. Director Action Requests F-K (Approved in Marketing Committee Meeting)

*Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Consent Items A-D;  
No Discussion; Unanimous Ayes; Motion carries*

**II. COMMITTEE REPORTS:**

- A. Construction/Special Projects Committee Report – Commissioner Dan Troutman
- B. Marketing Committee Report – Lauren Smith

**III. FINANCE REPORT– Risa Bingham**

- A. April Financials

**IV. DIRECTOR ACTION REQUESTS:**

- A. Augusta Regional Airport (AGS) – Cargo Road / Rental Car Access Road Improvement Project – Work Authorization #14 CA/CO – Elizabeth Giles
- B. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure Phase II – Work Authorization #16 CA/CO – Elizabeth Giles
- C. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure – Phase II – Recommendation of Award – Elizabeth Giles
- D. Augusta Regional Airport (AGS) – Terminal Checkpoint Modernization/Work Authorization #11 CA/CO – Elizabeth Giles
- E. Augusta Regional Airport (AGS) – Runway 17-35 Approach Improvements CAT II – Elizabeth Giles
- F. Augusta Regional Airport (AGS) – Sponsorship Request Evaluation – Phinizy Center for Water Sciences / *Swamp Soiree* – Lauren Smith
- G. Augusta Regional Airport (AGS) – Sponsorship Request Evaluation – Beyond Sickle Cell Disease Foundation Inc. / *Sickle Sneaker Ball* – Lauren Smith
- H. Augusta Regional Airport (AGS) – Sponsorship Request Evaluation – Child Enrichment / *Cooking for Kids* – Lauren Smith

- I. Augusta Regional Airport (AGS) – The Augusta Technical College Foundation, Inc. / *Den of Distinction Alumni Recognition Event* – Lauren Smith
- J. Augusta Regional Airport (AGS) – Greater Augusta HBCU Alumni Alliance / *11<sup>th</sup> Annual Augusta HBCU 5K Run/Walk and Health Fair* – Lauren Smith
- K. Augusta Regional Airport (AGS) – Aiken Steeplechase Association / *Aiken Fall Steeplechase* – Lauren Smith

#### V. INFORMATION ITEMS

- A. Augusta Regional Airport (AGS) – Terminal Checkpoint Expansion & Modernization FAA ATP Grant and AIG Grant Acceptance – Herbert L. Judon, Jr.
- B. Augusta Regional Airport (AGS) – GDOT FY 2025 Grant Acceptance - Herbert L. Judon, Jr.  
*Motion by Commissioner Larke 2nd by Commissioner Fennoy to receive as information items A and B. Unanimous Ayes; Motion Carries*
- C. Communications Report – Lauren Smith
- D. Masters Briefing – Ken Hinkle

#### VI. COMMISSION COMMENTS/ACTION REQUESTS:

#### ADJOURN MEETING

**Motion to adjourn by Commissioner Harris 2<sup>nd</sup> by vacating seats.**  
**No Discussion; Unanimous Ayes; Motion carries**

**Meeting adjourned at 10:50**

\_\_\_\_\_  
 Ronic West, Chairwoman  
 Augusta Aviation Commission

\_\_\_\_\_  
 Date



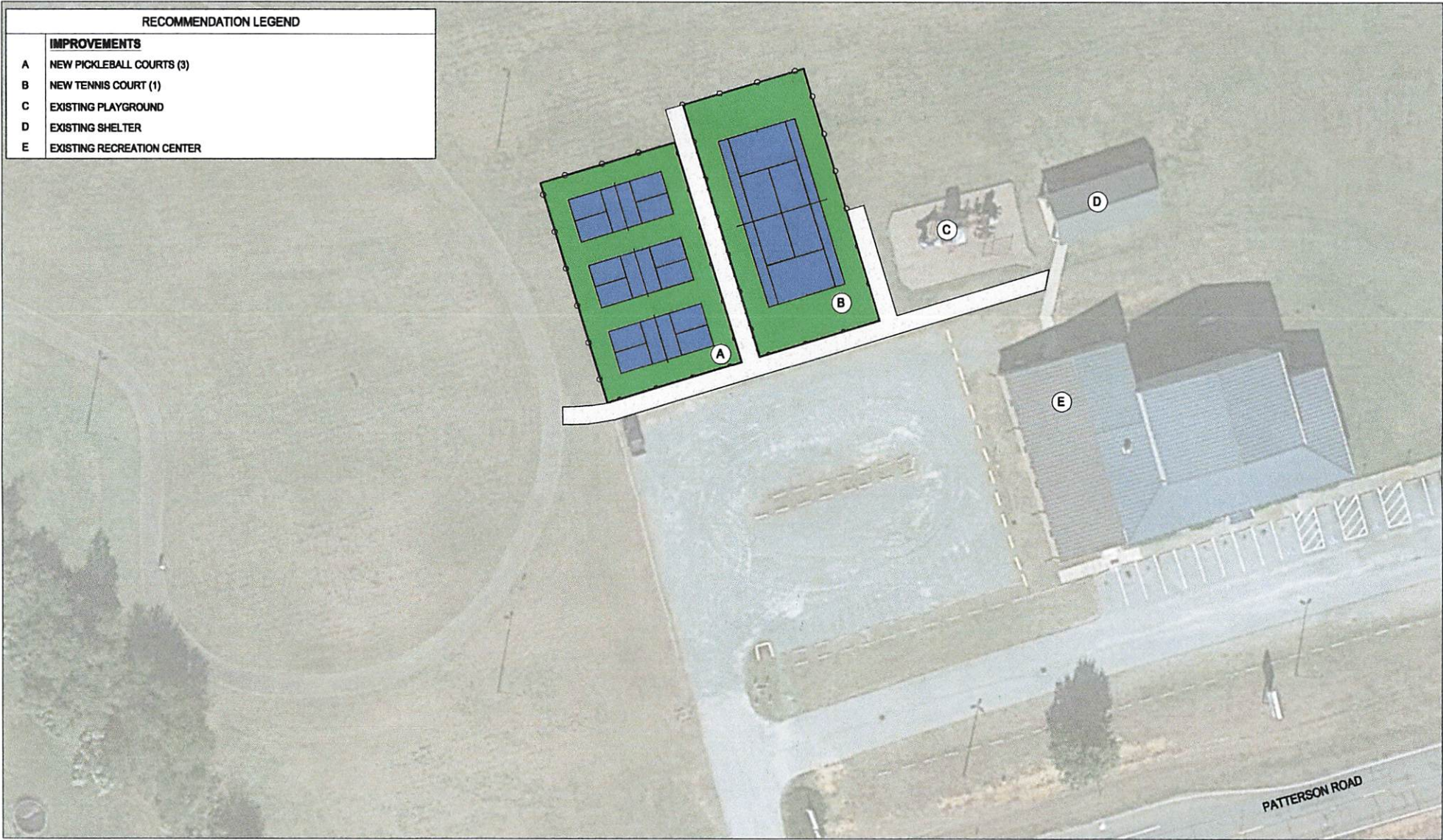


## Public Services Committee

Meeting Date: June 10, 2025

### Design Concept Plan for Blythe Community Center and Park

<b>Department:</b>	Recreation and Parks Department
<b>Presenter:</b>	Tameka D. Williams
<b>Caption:</b>	Approve Design Concept Plan for Blythe Community Center and Park, and continue with Preliminary and Final Design/Construction Plans.
<b>Background:</b>	Blythe Community and Park is an approved SPLOST 6 Improvements Project. This project will consist of one (1) new tennis court and three (3) new pickleball court. Lighting is also included in the proposed design. Proposed improvements are based on feedback from a public meeting that was held at Blythe Community Center and Park on September 19, 2024.
<b>Analysis:</b>	On February 19, 2009, Augusta Commission adopted and approved SPLOST 6 projects, and Blythe Community and Park was a part of that list. Final Construction Plans are scheduled to be completed December 2025, and Construction is scheduled to be completed in the 2nd quarter of 2026, if the concept plan is approved.
<b>Financial Impact:</b>	Funds are available in SPLOST 6 for design and construction.
<b>Alternatives:</b>	Do not approve the Design Concept Plan for Blythe Community Center and Park, and risk delaying proposed construction schedule for 2026.
<b>Recommendation:</b>	Approve Design Concept Plan for Blythe Community Center and Park, and continue with Preliminary and Final Design/Construction Plans.
<b>Funds are available in the following accounts:</b>	SPLOST 6
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Augusta Park Improvements

Blythe Recreation Center - Conceptual Site Plan - Option B

Blythe, GA  
January 2025



Augusta  
RECREATION CENTER







**Augusta Park Improvements**  
Blythe Recreation Center - Conceptual Site Plan - Option A

Blythe, GA  
January 2025

0 20' 40' 80'



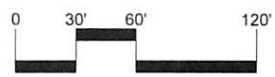


## Augusta Parks

McBean Park - Concept B

Hephzibah, GA

January 2025



Augusta  
Municipal Authority





## Augusta Parks

McBean Park - Concept 1

Hephzibah, GA

January 2025



Augusta  
Parks



## Public Services Committee

Meeting Date: June 10, 2025

### Design Concept Plan for Fleming Tennis Center

---

<b>Department:</b>	Recreation and Parks Department
<b>Presenter:</b>	Tameka D. Williams
<b>Caption:</b>	Approve Design Concept Plan for Fleming Tennis Center, and complete Preliminary and Final Design Construction Plans.
<b>Background:</b>	Fleming Tennis Center is an approved SPLOST 8 Improvements Project. Improvements include cleaning, repairing minor cracking, and resurfacing of thirteen (13), seal cost and re-stripe the existing parking lot, remove the existing bathroom building, a new picnic pavilion with ADA restrooms, pressure wash and clean existing fencing, repaint the Pro Shop building, and replace restroom fixtures.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Fleming Tennis Center was a part of that list. A portion of Fleming Tennis Center was also funded through SPLOST 7. Construction is scheduled to commence the 2nd quarter of 2026, if the concept plan is approved. The timeline for construction is 8 to 10 months.
<b>Financial Impact:</b>	Adequate funds have been budgeted and available through SPLOST 7 and SPLOST 8 for design and construction.
<b>Alternatives:</b>	Do not approve the Design Concept Plan for Fleming Tennis Center, and risk delaying proposed construction schedule for 2025-26.
<b>Recommendation:</b>	Approve Design Concept Plan for Fleming Tennis Center, and complete Preliminary and Final Design Construction Plans.
<b>Funds are available in the following accounts:</b>	SPLOST 7 and SPLOST 8
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





IMPROVEMENTS PLAN

Item 7.

- A Clean, repair minor cracking, and resurface (5) tennis courts
- B Evaluate options to cover existing bank of 3 or bank of 5 tennis courts with new shade structure
- C Perform ground run topographic survey of all existing courts and walks to evaluate cross-slope and accessibility
- D Repaint Pro Shop building and replace restroom fixtures
- E Clean, repair minor cracking, and resurface (8) tennis courts
- F Sealcoat and re-stripe parking lot
- G Repaint hitting wall (both sides)
- H Remove existing bathroom building
- I Pressure wash and clean existing fencing along tree line
- J New picnic pavilion with ADA accessible restrooms





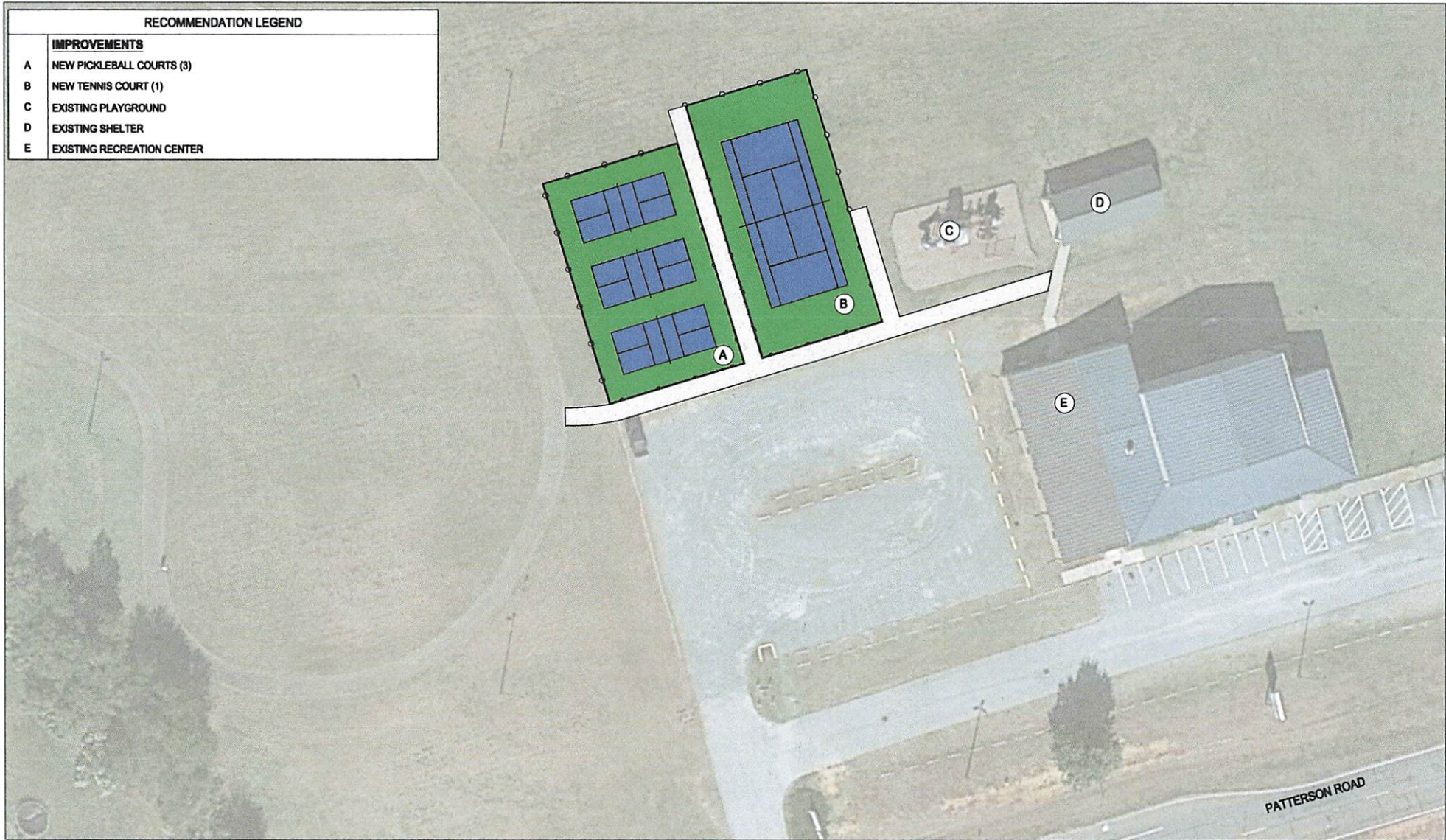
## Public Services Committee

Meeting Date: June 10, 2025

### Design Concept Plan for McBean Park

---

<b>Department:</b>	Recreation and Parks Department
<b>Presenter:</b>	Tameka D. Williams
<b>Caption:</b>	Approve Design Concept Plan for McBean Park, and continue with Preliminary and Final Design/Construction Plans.
<b>Background:</b>	McBean Park is an approved SPLOST 8 Improvements Project. This project will consist of one (1) new tennis court, three (3) new pickleball court, expansion of the existing parking lot by 21 stalls, and a new 9-hole disc golf course. Lighting is also included in the proposed design. Improvements are based on feedback from a public meeting that was held at McBean Park on September 16, 2024.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and McBean Park was a part of that list. Final Construction Plans are scheduled to be completed January 23, 2026, and Construction is scheduled to be completed in the 4th quarter of 2026, if the concept plan is approved.
<b>Financial Impact:</b>	Adequate funds have been budgeted and available through SPLOST 8 for design and construction.
<b>Alternatives:</b>	Do not approve the Design Concept Plan for McBean Park, and risk delaying proposed construction schedule of 2026.
<b>Recommendation:</b>	Approve Design Concept Plan for McBean Park, and continue with Preliminary and Final Design/Construction Plans.
<b>Funds are available in the following accounts:</b>	SPLOST 8
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Augusta Park Improvements

Blythe Recreation Center - Conceptual Site Plan - Option B

Blythe, GA  
January 2025



Augusta  
GA 30601






**Augusta Park Improvements**  
Blythe Recreation Center - Conceptual Site Plan - Option A

Blythe, GA  
January 2025

0 20' 40' 80'

 *Augusta*  
GEORGIA





## Augusta Parks

McBean Park - Concept B

Hephzibah, GA

January 2025



Augusta  
PARKS





**Augusta Parks**

McBean Park - Concept 1

Hephzibah, GA

January 2025



*Augusta*  
PARKS





## Public Services Committee

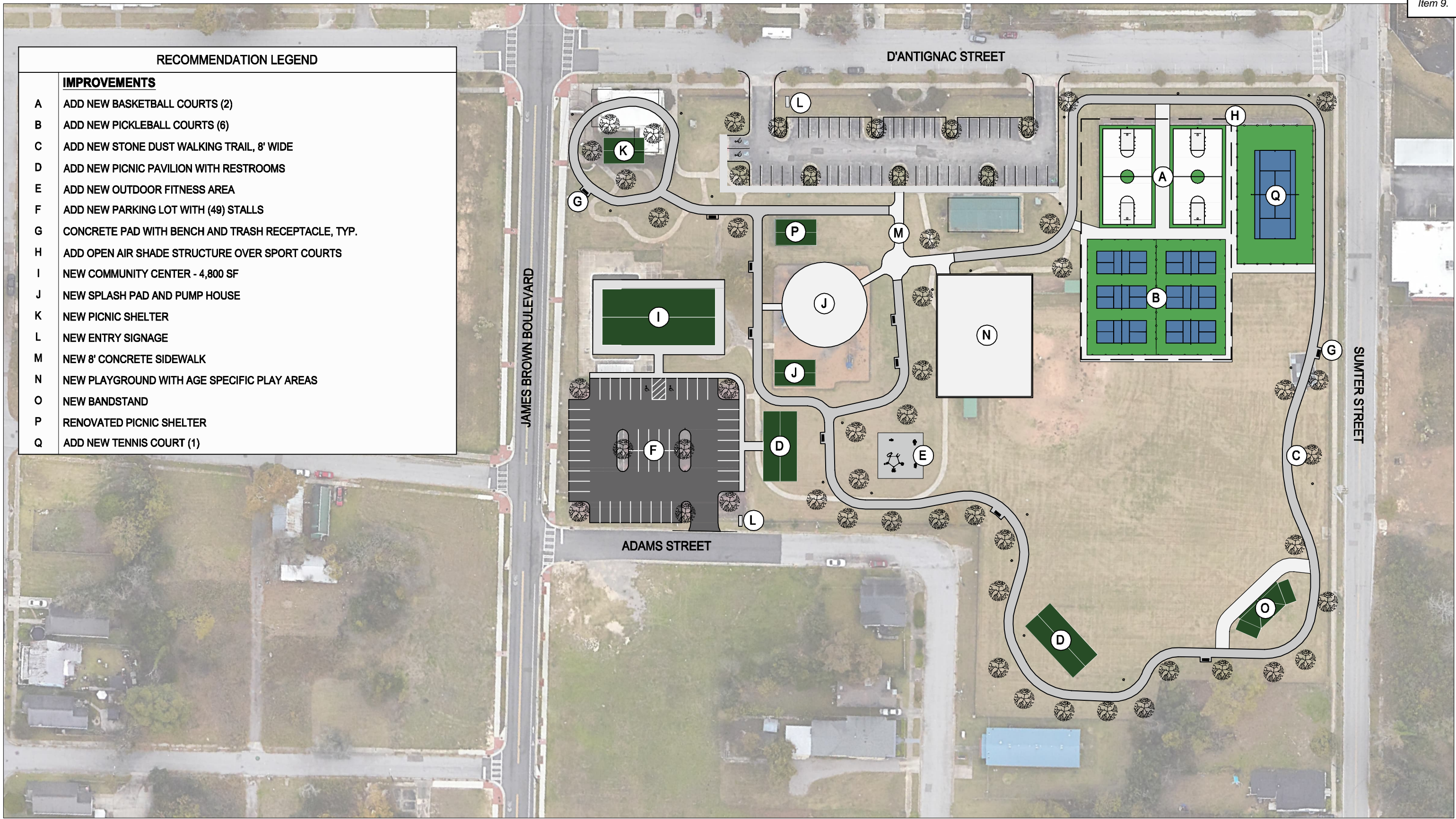
Meeting Date: June 10, 2025

Motion to approve and supplement POND and Company contract for Dyess Park  
(RFP 17-278 - 18REC419)

---

<b>Department:</b>	Recreation and Parks Department
<b>Presenter:</b>	Tameka D. Williams
<b>Caption:</b>	Motion to approve and supplement POND and Company contract to complete Preliminary and Final Construction Plans for Dyess Park. (RFP 17-278 - 18REC419)
<b>Background:</b>	Dyess Park is an approved SPLOST 8 Improvements Project. Proposed improvements include two (2) basketball courts, six (6) pickleball courts, a stone walking trail, a picnic pavilion with restrooms, an outdoor fitness area, a new community center, new benches, a splash pad, a picnic shelter, a new playground, sidewalks, a tennis court, and a bandstand.
<b>Analysis:</b>	<p>POND and Company was initially contracted to perform the fire station analysis and Dyess Park Improvements project. This approval is a continuation to complete the design of the project.</p> <p>On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Dyess Park was a part of this list. Construction is scheduled to commence the first quarter of 2026, if this motion is approved. The timeline for construction is 12 to 14 months.</p>
<b>Financial Impact:</b>	Adequate funds have been budgeted and available through SPLOST 8 for design and construction.
<b>Alternatives:</b>	Do not approve Dyess Park Concept plan, and risk delaying proposed construction schedule for 2026.
<b>Recommendation:</b>	Motion to approve and supplement POND and Company contract to complete Preliminary and Final Construction Plans for Dyess Park.
<b>Funds are available in the following accounts:</b>	SPLOST 7 and SPLOST 8
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A















April 11, 2025

Augusta Parks and Recreation  
535 Telfair Street  
Augusta, GA 30901

**Re: Dyess Park**

August Parks and Recreation,

Pond & Company (Consultant) is pleased to provide Augusta Parks and Recreation (Client) with a proposal for design and engineering services for the renovation of Dyess Park located in Augusta, Georgia. The work outlined in this proposal will proceed with the planning, design, and engineering of the elements shown in the provided conceptual site plan previously developed by CHA - see Exhibit 1 in this proposal. We understand that we will be working in tandem with Infrastructure Systems Management, LLC [ISM] throughout this project.

**POINT OF CONTACT:**

Emily Blackwell Hsiao will serve as Contract Manager, supported by Andrew Kohr [Principal-in- Charge], Lisa Roberts as Project Manager and main point of contact, and Gene Bell and Jeremy Puzycki will lead our architecture team. Once we receive a notice to proceed, we will develop a detailed schedule based on the timeline provided by ISM.

**SCOPE OF SERVICES:**

**TASK 1 – ANALYSIS & SCHEMATIC DESIGN**

A. Analysis:

- a. The Consultant understands that the following park elements will be added to the park:
  - i. (2) Basketball courts
  - ii. (8) Pickleball courts
  - iii. (1) Tennis court:
    1. Sports lighting to be provided for the tennis court
  - iv. (1) Community Center Building
    1. Approx. 4800 square feet
    2. Prep kitchen with refrigerator, electric stove and associated overhead vent, microwave, ice machine, 3 bay sink
    3. Storage room for tables, chairs, and event supplies
    4. Square footage of the building will be determined during the design process
    5. Meeting room shall accommodate 200-250 occupants
    6. Enclosed brick, stucco, aluminum clad windows. Steel framed building. Exterior pergola/shade structure. Stand-alone HVAC system, power, lighting, telecom, security.
    7. Consultant has assumed the interior space to include a meeting room, restrooms, and offices.
  - v. (3) Picnic Pavilion with Restrooms
    1. Two new pavilions are shown in Exhibit 1; one new pavilion will replace the existing restroom/shelter building next to the parking lot off D'Antignac Street
    2. Approx. 30x60, 1800 square feet

3. Steel framed structure, CMU walls at restrooms, unconditioned, ventilated, overhead fans in pavilion, power, lighting, security.
4. Maintenance equipment storage room to be added to one of these pavilions
- vi. Splash Pad
  1. Consultant has assumed water will be filtered and recirculated.
- vii. (1) Pump House for splashpad
  1. Approx. 36' x 22' 800 square feet
  2. CMU and steel truss framed, unconditioned, ventilated, power, lighting
- viii. (1) Picnic Shelter
  1. Approx. 36 x 24, 870 square feet
  2. Steel Framed Structure, unconditioned, overhead fans, power, lighting, security.
- ix. (1) Bandstand
  1. Approx. 20' x 65', 1300 square feet
  2. Bandstand-shaped structure, steel framed, metal roof, open to park for performances. Floor raised 2-3 feet above grade, large overhead fan for air movement, power, data. Special power requirements for performances need to be provided.
  3. The Consultant as has assumed a storage room, electrical room, and utility closet to be included at the back of the stage
  4. No permanent speakers will be designed or provided
  5. Design team will research and provide precedents regarding electrical needs of similar facilities
  6. No screen to be built into the building; the Client may consider hooks or a way to mount screens or event backdrops
- x. Playground:
  1. New playground equipment will be limited to features for younger children (age 2-5) and colors/style should match the existing Miracle equipment
- xi. Outdoor fitness area:
  1. Fitness equipment is already owned by the City and is currently stored in a warehouse; design team will obtain information on this equipment and plan for its location and installation in the park design
- xii. Entry signage
- xiii. Parking lot, approximately 49 parking spaces
- xiv. 8-foot-wide sidewalks, concrete
- xv. 8-foot-wide walking trails, stone dust
- xvi. Site Furnishings:
- xvii. The City does not have any standards for site furnishings (benches, trashcans, picnic tables, etc); the design team will provide affordable and durable options for the City to consider during the design process. Site Electrical:
  1. Electrical connections for security cameras to be added to the design scope; cameras to be provided and installed by ADS in direct coordination with the City and not under the design scope
  2. Design to accommodate food trucks, approximately 10, with electrical hookups and parking spots for event days.
- b. The Consultant understands that the following park elements are existing in the park and will be renovated:
  - i. Playground:

1. Existing playground equipment to remain and be refreshed, such as new swings, paint/coating touch ups, rust removal on zipline, cleaning or replacement of ropes, any other replacements or repairs found by Miracle's playground rep's inspection
2. Consultant will work with the Client and Miracle Playgrounds to coordinate renovations.
- ii. Parking lot off D'Antignac Street:
  1. It is assumed that the existing parking lot will be impacted by the development of the new park features.
  2. The plans will include resurfacing, repair, and restriping of the existing parking lot to be completed during the park construction.
- c. Design Alternates:
  - i. (1) Airnasium, Open Air Shade Structure over Sport Courts
    1. Approx. 135' x 215', 29,000 square foot structure
    2. Pre-engineered metal structure, painted. Power, lighting, security, large overhead fans for air circulation.
    3. The Consultant understands this structure is to be included in the construction documents and will be constructed if this bid alternate is accepted by the Client.
  - ii. Irrigation
    1. Landscape irrigation will be an add alternate during the bidding process.
    2. Consultant to provide performance specifications only, no irrigation design plans.
- d. The Consultant will review the previous conceptual site plan with the Owner to understand the intended elements. (See Kickoff Meeting agenda under Task 1 – E.a. below)
- e. The Consultant understands that all existing park buildings, facilities, sport courts, utilities, and components of the park are to be demolished unless otherwise described in this scope as remaining or to be renovated.
- B. Schematic Design Process
  - a. Design Validation & initial Schematic Design:
    - i. The Consultant will develop schematic site plans based on the Owner's program, the elements listed in this scope of work and the previous conceptual site plan, including required stormwater management facilities.
    - ii. The Consultant will develop schematic building plans for the Community Center, Pavilion with restrooms, Picnic Shelter, Bandstand, and Airnasium Structure over the courts.
    - iii. The Consultant will review these plans with the Owner team for team to discuss options, challenges, and opportunities.
  - b. Final Schematic Plan
    - i. The Consultant will use the feedback from the conceptual plan to refine the layout and design of the site and buildings to create final schematic plans.
    - ii. The Consultant will provide a color site plan exhibit of the final schematic site plan.
    - iii. The Consultant's cost estimator will provide a preliminary opinion of probable cost to reflect the costs to be expected for the Final Schematic Plan.
- C. Survey:
  - a. TerraMark Survey will provide a full site survey of existing conditions, topography, and utilities to be used as the base information for all design purposes.
  - b. This work can be conducted prior to Design Validation (Task 1 – B) or concurrently with this task to compress the project schedule. If the survey is performed concurrently, the site plans will utilize available GIS data as a site base.
- D. Geotechnical Study



- a. Upon completion of the Schematic Design Plans, the Consultant’s geotechnical subconsultant will provide borings and soil analysis for the location under all structures and loadbearing amenities on the site. A total of 12 borings are anticipated:
  - i. 10 borings to 15’ for the various structures
  - ii. 1 boring to 10’ in the planned parking area
  - iii. 1 Remi test for seismic site class
- b. Preliminary boring layout:



- c. The Consultant will utilize this data to make any site modifications in Task 2 and provide proper structural specifications for these elements and buildings.

- E. Cost Estimate:
  - a. Based on the design development plans, material selections, and narratives, the Consultant will work with the cost estimator to develop an opinion of probable cost for the project at the Schematic Design level.
- F. The Consultant will provide the following meetings during this task of the project:
  - a. (1) Kickoff meeting & Site Visit, In Person
    - i. This meeting will include the following topics: a review of the project scope, a discussion of the Owner’s intended programming for the park, and a review of the previous concept plan, timeline, goals, desired outcomes of the project, and project budgets.
    - ii. We will visit the site to understand the existing conditions and document potential impacts to the proposed concept and to validate the completed survey.
  - b. (1) Schematic Review Meeting, Virtual
    - i. The Consultant will present the Schematic Plans to the Client and review their feedback to prepare for next steps.
    - ii. This meeting will also be used to determine the exact schedule of project phases.
  - c. Upon approval of the Schematic Plans, the Consultant will proceed with cost estimate to the Client for approval.
  - d. (2) Virtual coordination meetings with ISM and/or City project staff
  - e. (1) Survey Verification Site Visit, In Person

- i. The Pond team will visit the site after the survey is received to verify the documentation prior to proceeding with the Design Development task.

## **TASK 2 – DESIGN DEVELOPMENT**

Based on the approved Final Schematic Plans, the Consultant will take the plans for site and buildings and progress them to approximately 50% design completion.

- A. The following are the anticipated tasks for this phase:
  - a. Based on the site programs developed in the master plan, the Consultant will prepare preliminary documents in the following format:
    - i. Cover Page
    - ii. Notes Page
    - iii. Existing Conditions Plan
    - iv. Site Plan
    - v. Conceptual Grading and Drainage Plan
    - vi. Site Utility Plan
    - vii. Landscape Plan
    - viii. Community Center building plans
    - ix. Picnic Pavilion with Restrooms plans
    - x. Shelter plans
    - xi. Bandstand plans
    - xii. Airnasium Structure plans
    - xiii. Preliminary Mechanical/Electrical/Plumbing Plans
    - xiv. Preliminary Structural Plans
    - xv. Outline of specifications
    - xvi. Memo identifying expected required permits
    - xvii. Materials palette
    - xviii. Outline/Table of contents for applicable technical specifications
- B. The Consultant will prepare a preliminary stormwater management analysis for sizing and massing of the stormwater management facilities such as detention and water quality devices and measures.
- C. The Consultant will analyze overall earthwork and elevation changes that affect the layout and utility infrastructure connections. Reasonable attempts will be made to design the project so that the earthwork balances on site, but this is not guaranteed.
- D. The plans will include a conceptual horizontal layout of stormwater conveyance systems, stormwater treatment facilities, and domestic water piping.
- E. The Consultant team will coordinate with the Client's selected playground and sprayground vendor(s) during this phase to determine initial themes, layouts, materials, products, and costs.
- F. A pre-design meeting with City permitting officials will be arranged to verify utility capacity information and availability and other applicable requirements. Should there be any issues expected with utility capacity or with local regulations, the Consultant will advise the Client of the issues before moving forward.
- G. Cost Estimate:
  - a. Based on the design development plans, material selections, and narratives, the Consultant will develop a work with the cost estimator to revise the opinion of probable cost for the project at the Design Development level.
- H. The design development design package will be provided to the Client in electronic and/or hard copy format for review and discussion. The Consultant will then meet with the Client to discuss the proposed design and any questions or comments.

- I. The Consultant will provide the following meetings during this task of the project:
  - a. (2) Virtual coordination meetings with ISM and/or City project staff
  - b. (1) Review Design Development Plan review meeting, In person
  - c. (1) Pre-design meeting with City permitting [Virtual or in person as needed]

### **TASK 3 – CONSTRUCTION DOCUMENTS**

The Consultant will incorporate feedback on the construction document plans and specifications to finalize the design. This task also includes permitting of the design plans. The following are the anticipated tasks for this phase:

- A. Using the Client approved plan and feedback, Pond will prepare final construction documents in the following format:
  - a. Cover Sheet
  - b. General Notes
  - c. Existing Conditions Plan
  - d. Site Demolition Plans
  - e. Site Layout Plans
  - f. Grading and Drainage plans with storm profiles
  - g. Three-Phase Erosion, Sediment, and Pollution Control Plans and Details, in conformance with State Erosion and Control Permit procedures for entire site.
  - h. Site Utility Plan
  - i. Site Electrical Plans
  - j. Landscape Plans
  - k. Community Center building plans
  - l. Picnic Pavilion with Restrooms plans
  - m. Shelter plans
  - n. Bandstand plans
  - o. Airnasium Structure plans
  - p. Mechanical/Electrical/Plumbing Plans
  - q. Structural Plans
  - r. Construction Details
  - s. Technical Specifications
- B. The Consultant will prepare a final stormwater management analysis and report to meet the City requirements, as applicable.
- C. The Consultant will prepare written technical specifications and a project manual applicable to the scope of work for the project; these will be provided to the Client for procurement. It is assumed that the Client will handle front-end specification material.
- D. Using the final design plans, the Consultant will engage the cost estimator to prepare an updated opinion of probable construction cost.
- E. The Consultant team will coordinate with the Owner's selected playground and sprayground vendor(s) during this phase to determine final themes, layouts, materials, products, and costs.
- F. Cost Estimate:
  - a. Based on the design development plans, material selections, and narratives, the Consultant will develop a work with the cost estimator to revise the opinion of probable cost for the project at the 90% Construction document level.
- G. The Consultant will address any minor comments on the drawings from the Client (within the scope of this proposal) to prepare final design documents. The Consultant assumes one round of comments.



- H. With the final documents, the Consultant will coordinate with ISM for their teams to submit the construction documents to the City of Augusta for permitting.
- I. Revisions to the plans and stormwater management report will be made per City review comments that fit within the scope of this project as described in this proposal. Major comments or comments with a design impact will be discussed with the Client project manager before they are addressed.
- J. Upon completion of permitting, The Consultant will prepare a 100% final, signed and sealed set of plans and specifications for the Client's use in bidding the project.
- K. The final design package will be provided to the Client in electronic and hardcopy format for review and discussion. It is anticipated that any comments received at this stage will be minor in nature and will not require redesign. Pond will then meet with the Client to discuss the design and any questions or comments.
- L. The Consultant will provide the following meetings during this task of the project:
  - a. (3) Virtual coordination meetings with ISM and/or City project staff
  - b. (1) Review Design Development Plan review meeting, In Person
  - c. (1) Pre-submittal meeting with City permitting [Virtual or in person as needed]

#### **TASK 4 – PERMITTING**

The Consultant will coordinate with the Client regarding the timing to submit the plans for permitting required for the park development. ISM will review and issue plans to the permitting agencies on behalf of the Client and Consultant.

The following are the anticipated tasks for this phase:

- A. The expected permits needed:
  - a. Site Permit with City of Augusta including assistance with NOI and NOT filing.
  - b. Building Permits from City of Augusta for the following:
    - i. Community Center
    - ii. (3) Picnic Pavilions with Restrooms
    - iii. (1) Shelter
    - iv. (1) Bandstand
    - v. (1) Airnasium Structure
- B. The consultant team expects the following submittals:
  - a. First Submittal
  - b. Second Submittal for revisions
  - c. Third Submittal for final approval
- C. The Consultant will provide the following meetings during this task of the project:
  - a. (2) Virtual coordination meetings with ISM and/or City project staff

#### **TASK 5 – BIDDING & CONSTRUCTION ADMINISTRATION**

The Consultant will assist the Client with the construction phases of the project for bidding and construction administration.

The following are the anticipated tasks for this phase:

- D. Bidding:
  - a. Project Manager's attendance at the Pre-Bid Meeting
  - b. Assistance with RFI responses in coordination with the Client
- E. Construction Administration
  - a. Development of Pre-Construction Meeting agenda
  - b. Project Manager & Civil Engineer's attendance at Pre-Construction Meeting
  - c. (16) Monthly Site visits with Owner and Contractor
  - d. (1) 7-Day Erosion Control Inspection:
    - i. During construction, Pond will perform an on-site 7-day inspection of the initial BMPs as required by GAEPD. Pond will send an inspection report to the owner or contractor with site observations

to be corrected. The contractor will be responsible for providing photo documentation that the site has been corrected. Once the site is within compliance, Pond will provide a letter for the contractor's records.

- e. Response to Design Submittals, RFIs, Change Orders
- f. Review of Pay Applications submitted by the Contractor
- g. Punch list site walk and close out report

#### **ALTERNATE TASK A – PUBLIC MEETING**

The Consultant will provide the following services for a public meeting, if requested by the Client. If this task is not requested, these actions will not be taken, and this task will not be billed to the Client.

- A. The Consultant team understands that the Owner plans to present the park plans to the community via a public meeting.
- B. The Consultant will work with the Client to plan and determine the right meeting style for the intended input process. The timing and location of this meeting will be coordinated with the Client.
- C. The documentation presented at the public meeting will consist of the documentation and exhibits created during the existing tasks of the project completed at that time or created through Alternate Task B, upon request of the Client.
- D. The Consultant team will attend and assist with facilitating the public meeting at the selected location.

#### **ALTERNATE TASK B – 3-D Rendering**

The Consultant will provide the following services for an illustrative three-dimensional rendering of the park, if requested by the Client. If this task is not requested, these actions will not be taken, and this task will not be billed to the Client.

- A. Using agreed upon Design Development level plans, Pond will create a rendered plan, two Lumion perspective views, and a supporting images/graphics. Pond will also develop a single-reference point 360 movie that can illustrate the space. This will be useful for future public meetings and communicating the design to stakeholders.

#### **COMPLETE LIST OF PROJECT DELIVERABLES:**

- (1) Schematic Design Plans – PDF & Hardcopy (22" x 34" sheet size)
- (1) Final Schematic Design Plans – PDF Format (22" x 34" sheet size)
- (1) Final Schematic Cost Estimate – PDF Format (8.5" x 11")
- (1) Design Development Plan Set – PDF Format (22" x 34" sheet size)
- (1) Design Development Cost Estimate – PDF Format (8.5" x 11")
- (1) 90% CD Set – PDF Format (22" x 34" sheet size)
- (1) 90% Cost Estimate – PDF Format (8.5" x 11")
- (1) Final/ Bid CDs Set – PDF Format (22" x 34" sheet size)
- (1) Technical Specifications (City shall provide front-end specifications, contract template, or other documentations. Pond will only provide technical specifications related to the design and engineered elements of the park for inclusion in the client's project manual.)

**SCOPE ASSUMPTIONS/EXCLUSIONS:**

- Client will appoint a Project Manager to serve as a single point of contact.
- Client will provide site access and provide the Consultant with information regarding planned and existing site features.
- Client will review the deliverables in an agreed to and timely manner and provide appropriate feedback.
- Once work has commenced, then changes in the design or alternatives may constitute a change order.
- Re-design because of value engineering or unknown conditions will constitute a change order.
- Services not specifically included in the proposal are deemed to be excluded and considered additional / out of scope services, which will require a change order prior to commencement of any additional work.
- The following services are excluded under this Agreement:
  - Construction Documents beyond what is scoped in this proposal
  - Additional surveying services, including ALTA/NSPS Land Title Survey; Title Search; Topographic Surveys for off-site utility extensions that are not mentioned above; Wetland Delineation; Underground Utility Survey (Outside Limits); Tree Survey other than shown above; Easement Acquisition Support Services; Subdivision Platting, Recording Fees; Construction Staking
  - Environmental permitting; species-specific surveys for protected species; Phase 1 or 2 cultural resources surveys; ground penetrating radar surveys; MOA/MOU with SHPO; more than *de minimus* impacts to 4(f) resources.
  - Public or community meetings beyond those included in this proposal, and not without client approval of Alternate Task A
  - Presentations to commissions or review boards
  - Hydrological studies or evaluation
  - Arborist reports or hazard assessments
  - Additional design or field efforts due to a change in, or expansion of the project area
  - Gas piping is not included in the basic design.
  - Security and fire protection monitoring design
  - Fire Protection Engineering
  - Solar PV array design
  - Photometric studies
  - Radon system (passive or active)
  - Specialty lighting and sports field lighting design, that would require the services of a lighting designer
  - Low-voltage electrical drawings
  - Record/ As-Built drawing production
  - Value engineering
  - NGBS or Sustainable Design/LEED Certification
  - Stormwater Detention vault
  - Site walls
  - Front end specifications; Consultant to provide only technical specifications



**FEE STRUCTURE:**

The following costs represent our lump sum fees to complete the scope of work outlined above. The fees include all labor and project related expenses including travel, printing, and per diem. The Consultant will bill monthly on a percentage complete basis.

<b>TASK 1 – ANALYSIS &amp; DESIGN VALIDATION</b>	\$ 133,256
<b>TASK 2 – DESIGN DEVELOPMENT</b>	\$ 161,805
<b>TASK 3 – CONSTRUCTION DOCUMENTS</b>	\$ 220,952
<b>TASK 4 – PERMITTING</b>	\$ 29,358
<b>TASK 5 – BIDDING &amp; CONSTRUCTION ADMINISTRATION</b>	\$ 158,980
<b>TOTAL BASE SERVICES</b>	<b>\$ 704,351</b>
<b>DESIGN CONTINGENCY – 10%</b>	\$ 70,435
<b>TOTAL BASE SERVICES + CONTINGENCY</b>	<b>\$ 774,786</b>
<b>ALTERNATE TASK A – PUBLIC MEETING</b>	<b>\$ 9,608</b>
<b>ALTERNATE TASK B – 3-D RENDERING</b>	<b>\$13,125</b>

Should you find this proposal acceptable, please provide us with a contract with proposal attached to initiate work. This will be our notice to proceed. Please let me know if you have any questions and thank you again for your trust in our firm.

Sincerely,

**Pond & Company**



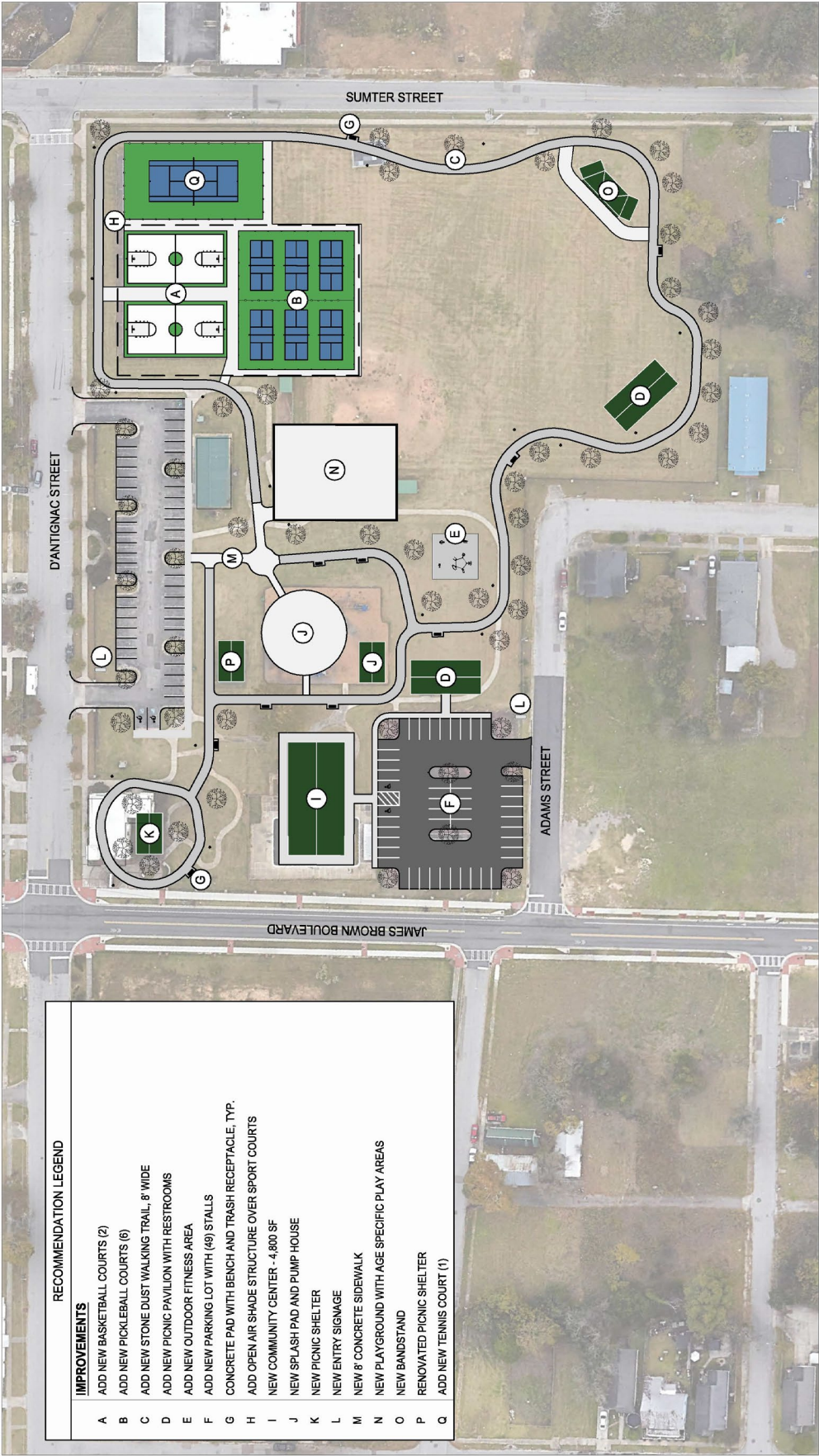
Emily Blackwell Hsiao, PLA, ASLA, CLARB  
Charlotte Lead | Associate  
919.971.4651  
[emily.hsiao@pondco.com](mailto:emily.hsiao@pondco.com)



Melissa Phillips  
Principal | Local Government Market Director  
912.667.5185  
[phillipsm@pondco.com](mailto:phillipsm@pondco.com)

EXHIBIT 1

Conceptual Site Plan





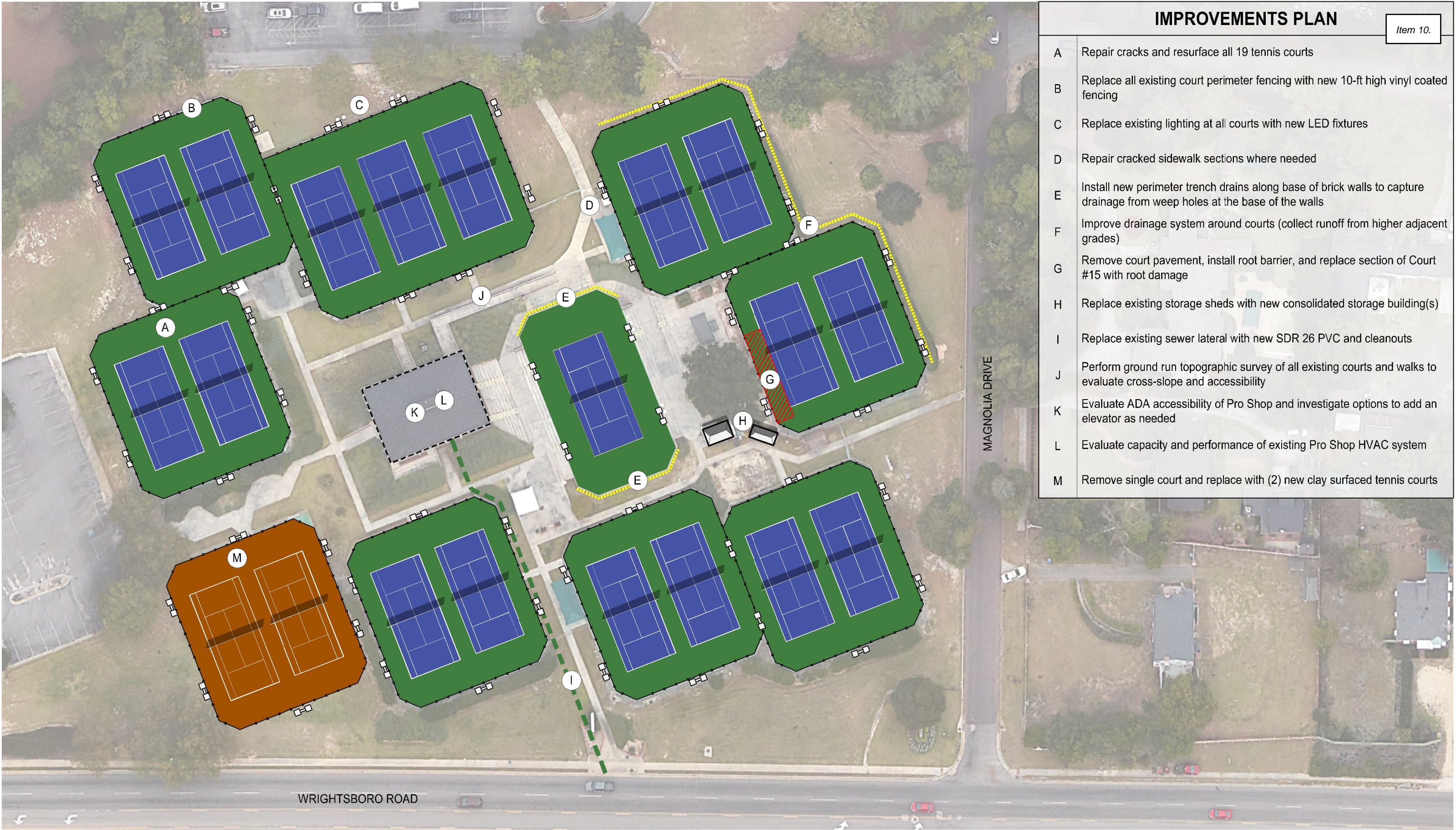
## Public Services Committee

Meeting Date: June 10, 2025

### Design Concept Plan for Newman Tennis Center

<b>Department:</b>	Recreation and Parks Department
<b>Presenter:</b>	Tameka D. Williams
<b>Caption:</b>	Approve Design Concept Plan for Newman Tennis Center, and complete Phase I - Preliminary and Final Design Construction Plans.
<b>Background:</b>	Newman Tennis Center is an approved SPLOST 8 Improvements Project. Phase I of this project will consist of repairing and resurfacing eighteen (18) existing tennis courts, replacing all perimeter all perimeter fencing with new 10-foot high vinyl coated fencing, repair sidewalks, replace lighting with LED fixtures, improve existing stormwater drainage system, and repair court due to root damages. Phase II will consist of replacement of existing storage sheds with a new consolidated storage building, improve sanitary sewer lateral(s), improve court cross-slopes, ADA accessibility for the Pro Shop and investigate options to add an elevator, and evaluate capacity and performance of existing Pro Shop HVAC system.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Newman Tennis Center was a part of that list. Construction is scheduled to commence the second quarter of 2026, if the concept plan is approved. The timeline for construction is 6 to 9 months.
<b>Financial Impact:</b>	Adequate funds have been budgeted and available through SPLOST 8 for design and construction.
<b>Alternatives:</b>	Do not approve the Design Concept Plan for Newman Tennis Center, and risk delaying proposed construction schedule for 2026.
<b>Recommendation:</b>	Approve Design Concept Plan for Newman Tennis Center, and complete Phase I - Preliminary and Final Design Construction Plans
<b>Funds are available in the following accounts:</b>	SPLOST 8
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





IMPROVEMENTS PLAN

Item 10.

A	Repair cracks and resurface all 19 tennis courts
B	Replace all existing court perimeter fencing with new 10-ft high vinyl coated fencing
C	Replace existing lighting at all courts with new LED fixtures
D	Repair cracked sidewalk sections where needed
E	Install new perimeter trench drains along base of brick walls to capture drainage from weep holes at the base of the walls
F	Improve drainage system around courts (collect runoff from higher adjacent grades)
G	Remove court pavement, install root barrier, and replace section of Court #15 with root damage
H	Replace existing storage sheds with new consolidated storage building(s)
I	Replace existing sewer lateral with new SDR 26 PVC and cleanouts
J	Perform ground run topographic survey of all existing courts and walks to evaluate cross-slope and accessibility
K	Evaluate ADA accessibility of Pro Shop and investigate options to add an elevator as needed
L	Evaluate capacity and performance of existing Pro Shop HVAC system
M	Remove single court and replace with (2) new clay surfaced tennis courts





## Public Services Committee Meeting

June 10, 2025

Alcohol License

---

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Cecilia Woodruff, Planning Services Branch Manager
<b>Caption:</b>	<b>A.N. 25-28 – New Location: Retail Package Beer and Wine.</b> SnehalKumar A. Patel applicant for <b>1714 Short Stop, LLC d/b/a Short Stop</b> , located at <b>1714 Fifteenth Street</b> . District 2, Super District 9
<b>Background:</b>	Existing location, new ownership
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant to pay a fee of \$1,330.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.  Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



Augusta-Richmond County  
Planning & Development Department  
Alcohol License Staff Report

**Case Number:** A.N. 25-28

**Application Type:** Retail Package Beer & Wine – New Ownership  
(Convenient Store)

**Business Name:** 1714 Short Stop LLC d/b/a Short Stop

**Hearing Date:** June 10, 2025

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

**Applicant:** Snehalkumar A. Patel

**Property Owner:** Mahalaxmi 2023 LLC

**Address of Property:** 1714 Fifteenth Street

**Tax Parcel #:** 058-4-460-00-0

**Commission Districts:** District 2,  
Super District 9



#### ANALYSIS:

##### Location Restrictions:

- **Zoning:** General Business, B-1
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

#### ADDITIONAL CONSIDERATIONS:

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



- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

**Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.

- **Previous Revocation of License** – If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

**FINANCIAL IMPACT:** The applicant will pay a fee of \$1,330.00

**RECOMMENDATION:**

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

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

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

ORIGINAL

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

RECEIVED  
4-28-25

Item 11.

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number 2025-816

1. Name of Business 1714 Shortstop, LLC d/b/a  
Short Stop  
2. Business Address 1714 15th St.  
3. City Augusta State GA Zip 30901  
4. Business Phone (770) 846-3736 Home Phone ( )  
5. Applicant Name and Address: Snehal Kumar A. Patel  
4065 Maple Crest Ct.  
Winston, GA 30187  
Email address Sgarn-patel@yahoo.com  
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_  
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_

8. Business Location: Map & Parcel 058-4-4100-00-0 Zoning B1  
9. Location Manager(s) \_\_\_\_\_  
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(☒) Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 03/03/2025  
12. Mailing Address:  
Name of Business Short Stop  
Attention Snehal Kumar A. Patel  
Address 1714 15th St.  
City/State/Zip Augusta, GA 30901  
13. Ownership Type: (☒) Corporation ( ) Partnership ( ) Individual  
14. Corporate Name: 1714 Shortstop, LLC  
List name and other required information for each person having interest in this business.

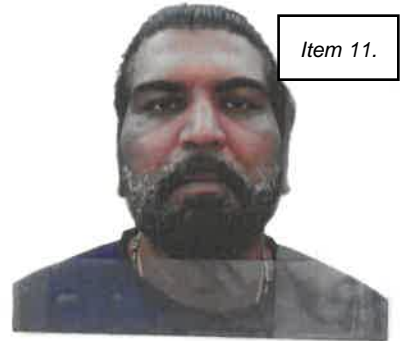
Name	Position	SSNO#	Address	Interest
Snehal Kumar A. Patel	Member		4065 Maple Crest Ct. Winston, GA 30187	100

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Consumption on Premises					
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: 2024, Approved. ST Food Store  
Gate Two Stop N Shop  
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of  
alcoholic beverages? (☒) Yes ( ) No If so, please initial SAP



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. None

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

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

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.

S. Patel  
Applicant Signature

25. I hereby certify that Snehalkumar A. Patel 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 11<sup>th</sup> day of April, in the year 2025.

[Signature]  
Notary Public

#### FOR OFFICE USE ONLY

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

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date





## Public Services Committee Meeting

June 10, 2025

Alcohol License

---

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Cecilia Woodruff, Planning Services Branch Manager
<b>Caption:</b>	<b>A.N. 25-27 – New Location: Retail Package Beer and Wine.</b> Cathy Aquinde applicant for <b>Lovies Mercantile LLC</b> , located at <b>2803 Wrightsboro Road Suite 4 &amp; 5</b> . District 3, Super District 10
<b>Background:</b>	New Location
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant to pay a fee of \$1,330.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.  Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

ORIGINAL

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

## ALCOHOL BEVERAGE APPLICATION

RECEIVED  
4-28-2025  
SA

Alcohol Number \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Entity: Lovies Mercantile LLC  
 2. Business Address: 2803 Wrightsboro Rd Ste 4-5  
 3. City: Augusta State: GA Zip: 30904  
 4. Business Phone: (706) 840-5116 Home Phone: \_\_\_\_\_  
 5. Applicant Name and Address: Cathy Aquino  
Augusta GA 30904  
 Email Address: caquino@comcast.net  
 6. Applicant Social Security #: \_\_\_\_\_ D.O.B.: \_\_\_\_\_  
 7. If Application is a transfer, list previous Applicant: \_\_\_\_\_

- NO  
 8. Business Location: Map & Parcel \_\_\_\_\_ Zoning \_\_\_\_\_  
 9. Location Manager(s): Cathy Aquino  
BriHany Johnston  
 10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
☒ Yes ( ) No

## OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 11/13/2024  
 12. Mailing Address:  
 Name of Business: Lovies Mercantile LLC  
 Attention: \_\_\_\_\_  
 Address: 2803 Wrightsboro Rd Ste 4-5  
 City/State/Zip: Augusta GA 30909  
 13. Ownership Type: ☒ Corporation ( ) Partnership ( ) Individual  
 14. Corporate Name: Lovies Mercantile, LLC  
 List name and other required information for each person having interest in this business.

Name	Position	SSN/O#	Address	Interest
BriHany Johnston	owner		Augusta GA 30909	50%

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Consumption on Premises					
Wholesale					

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

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



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 (X) 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 (X) 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.

BCR Daniel LLC

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

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

A) Church \_\_\_\_\_ C) School \_\_\_\_\_  
B) Library \_\_\_\_\_ D) Public Recreation \_\_\_\_\_

24. State of Georgia, Augusta-Richmond County, I, Cathy Aquino  
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.

Applicant Signature

25. I hereby certify that Cathy Aquino 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 17 day of December, in the year 2024.

BRENDA MCGRATH  
NOTARY PUBLIC  
Columbia County County  
State of Georgia  
My Comm. Expires November 27, 2026

Notary Public

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	<u>Cugler</u>		
Sheriff	<u>8/15</u>		
Fire Inspector			

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

Administrator

Date





Augusta-Richmond County  
Planning & Development Department  
Alcohol License Staff Report

**Case Number:** A.N. 25-27

**Application Type:** Retail Package Beer & Wine – New Location  
(Retail shop selling gift baskets with beer and wine)

**Business Name:** Lovies Mercantile LLC

**Hearing Date:** June 10, 2025

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

**Applicant:** Cathy Aquinde

**Property Owner:** BCR Daniel LLC

**Address of Property:** 2803 Wrightsboro  
Road Ste 4 &  
5

**Tax Parcel #:** 043-2-152-02-0

**Commission Districts:** District 3,  
Super District  
10



#### ANALYSIS:

##### Location Restrictions:

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

##### ADDITIONAL CONSIDERATIONS:

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

- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

**Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.

- **Previous Revocation of License** – If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

**FINANCIAL IMPACT:** The applicant will pay a fee of \$1,330.00

**RECOMMENDATION:**

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

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

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



## Public Services Committee Meeting

June 10, 2025

Alcohol License

---

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Cecilia Woodruff, Planning Services Branch Manager
<b>Caption:</b>	<b>A.N. 25-29 – New Location: Consumption on Premise Liquor, Beer, Wine and Dance.</b> Joseph Tankersley applicant for Jamkrew LLC d/b/a <b>Wine &amp; Dine</b> , located at <b>879 Broad Street</b> District 1, Super District 9
<b>Background:</b>	New Location
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant to pay a fee of \$4,520.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.  Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



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 JAMKREW LLC ODA Wine + Dine
2. Business Address 879 Broad St Augusta GA 30901
3. City Augusta State GA Zip 30901
4. Business Phone (770) 757-9427 Home Phone ( )
5. Applicant Name and Address: Joseph Kyle Tankersley  
692 Riverfront Dr.  
Augusta, GA 30901  
Email address readyplayeroneaua@gmail.com  
D.O.B. \_\_\_\_\_
6. Applicant Social Security # \_\_\_\_\_
7. If Application is a transfer, list previous Applicant:  
NA
8. Business Location: Map & Parcel 037-3-092-00-0 Zoning B2
9. Location Manager(s) Joseph Kyle Tankersley
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
☒ Yes ( ) No

## OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: NA
12. Mailing Address:  
Name of Business JAMKREW LLC  
Attention Joseph Kyle Tankersley  
Address 692 Riverfront Dr  
City/State/Zip Augusta GA 30901
13. Ownership Type: ( ) Corporation ( ) Partnership ☒ Individual
14. Corporate Name: JAMKREW LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Joseph Kyle Tankersley	Owner		692 Riverfront Dr Augusta GA 30901	100%
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA

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

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

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: 2025 - Tankersley LLC + Jamkrew LLC
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes ( ) No If so, please initial JK



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 (X) No  
If yes, give full details: NA

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 (X) No  
If yes, give reason charged or held, date and place where charged and its disposition. NA

21. List owner or owners of building and property.

AB Capital Investments, LLC

22. List the name and other required information for each person, firm or corporation having any interest in the business.

Joseph Kyle Tankersley - 100% owner

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

A) Church NA

C) School NA

B) Library NA

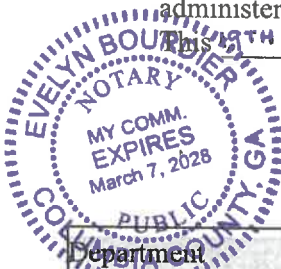
D) Public Recreation NA

24. State of Georgia, Augusta-Richmond County, I, Joseph Kyle Tankersley  
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

25. I hereby certify that JOSEPH KYLE TANKERSLEY 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 12 day of FEBRUARY, in the year 2025.



[Signature]  
Notary Public

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date



Augusta-Richmond County  
Planning & Development Department  
Alcohol License Staff Report

**Case Number:** A.N. 25-29

**Application Type:** Consumption on Premise- Liquor, Beer, Wine & Dance, New Location  
(Restaurant/ Wine Bar)

**Business Name:** 879 Broad Street

**Hearing Date:** June 10, 2025

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

**Applicant:** Joseph Tankersley

**Property Owner** RB Capital  
Investments  
LLC

**Address of Property:** 879 Broad Street

**Tax Parcel #:** 037-3-092-00-0

**Commission Districts:** District 1,  
Super District 9



#### ANALYSIS:

##### Location Restrictions:

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

##### ADDITIONAL CONSIDERATIONS:

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



especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.

- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

**Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.

- **Previous Revocation of License** – If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

**FINANCIAL IMPACT:** The applicant will pay a fee of \$4,520.00

#### **RECOMMENDATION:**

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

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

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



## Public Services Committee Meeting

Meeting Date: June 10, 2025

Diamond Lakes Petition Update

<b>Department:</b>	Recreation and Parks
<b>Presenter:</b>	Ms. Tameka Williams, Director
<b>Caption:</b>	Receive an update on the petition for improvements to Diamond Lakes Regional Park.
<b>Background:</b>	At the May 13, 2025, Administrative Services Committee, residents presented a petition for various improvements to Diamond Lakes Regional Park. The Recreation and Parks Department, in collaboration with Central Services and Engineering, has conducted an assessment and provided a response. The summary of findings and recommendations is attached.
<b>Analysis:</b>	Several of the items identified have already been resolved or can be implemented at a moderate cost. The most costly requested items are additional sidewalk installation near the park entrance and expansion of security cameras across the park.
<b>Financial Impact:</b>	The total roughly estimated costs for all improvements is \$691,000. Currently, \$500,000 is set aside for Diamond Lakes improvements in SPLOST 8. With Commission direction, Recreation and Parks and Central Services can prioritize requests for completion within these funds.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Receive an update on the petition for improvements to Diamond Lakes Regional Park.
<b>Funds are available in the following accounts:</b>	GL 330-06-1110

**REVIEWED AND**  
**APPROVED BY:**

## MEMORANDUM

TO: Tameka Allen, Administrator

FROM: Tameka D. Williams, CPRP, CYSA, Director-Recreation & Parks

DATE: May 23, 2025

RE: Addressing Petition for Improvements to Diamond Lakes Regional Park

---

The Recreation and Parks Department, in collaboration with Central Services & Engineering, has conducted an assessment and provided input in response to the petition for improvements at Diamond Lakes Regional Park. Below is a summary of findings and recommendations:

1. **Park Hours**

The park currently operates from 7:00 AM to 9:00 PM. It is recommended these hours remain unchanged, as they are consistent with the operational hours of other parks in the system.

2. **Sidewalk Access**

The distance from Manchester Subdivision to Willis Foreman Road is approximately 1.5 miles. To enhance accessibility, it is estimated that 20 ADA-compliant handicap ramps will be needed at various intersections. Due to existing streetlights, the sidewalk should be placed approximately 2 feet from the back of the curb.

3. **Lighting**

All park lights are operational. Repairs were completed last month (April) by Hammett Electric.

4. **Streetlights**

Streetlights within the area are owned and maintained by Jefferson Energy. Since the meeting, all identified issues have been resolved with no cost incurred by the City.

5. **Benches**

For safety reasons, it is not recommended to place benches along busy park roadways. Instead, we suggest installing 8–10 benches strategically around the walking track area.

6. **Shelters**

The estimated cost of installing a 750–800 sq. ft. shelter with electric and water service reflects current material and inflation costs. While shelter additions are not immediately planned, they are recommended for inclusion in future SPLOST funding considerations.



**7. Security Cameras**

Security cameras are currently located at the community center, library, tennis center, and two towers. The estimated cost for expanding surveillance across the park includes equipment, installation, and ongoing monitoring.

**8. Traffic Calming**

Two speed humps currently exist on the main park roadway. The estimated cost to install three additional speed humps is included below. While effective for speed reduction, additional humps may slow emergency response times.

**9. Parking Lot Islands**

Adding islands to the parking area near the shelters would reduce the number of available parking spaces—approximately two per island. Given the regional use of the park and the frequency of activities/events, maintaining the current parking capacity is recommended.

**Estimate Costs:**

Description	Estimated Cost
Concrete Sidewalks	\$440,000
10 Benches (\$700 each)	\$7,000
3 Shelters (\$10,000 each)	\$30,000
Site Cameras	\$200,000
3 Speed Humps (\$4,000 each)	\$12,000
1 Island	\$2,000
<b>Total</b>	<b>\$691,000</b>

Please let me know if additional information or clarification is needed. Thank you.



## Administrative Services

May 13, 2025

### The Phalanda Yvette Howard Project

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	The Phalonda Yvette Howard Project and petition for improvement to the Diamond Lake Park.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## AGENDA ITEM REQUEST FORM

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

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

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

<input type="checkbox"/> Commission	Date of Meeting _____
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input checked="" type="checkbox"/> Public Services Committee	Date of Meeting <u>MAY 13, 2025</u>
<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: FRANK G. HOWARD  
 Address: 4401 T.J. KELLY DRIVE HEPHIZBAH GA 30815  
 Telephone Number: 706-267-9158 OR 706-414-7779  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: ehoward127@yahoo.com

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

PHALONDA YVETTE HOWARD PROJECT  
PETITION FOR IMPROVEMENT TO DIAMOND LAKE PARK  
1700+ SIGN PETITIONS

Please send this request form to the following address:

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

Telephone Number: 706-821-1820  
 Fax Number: 706-821-1838  
 E-Mail Address: [lbonner@augustaga.gov](mailto:lbonner@augustaga.gov)  
[nmcfarley@augustaga.gov](mailto:nmcfarley@augustaga.gov)

535 Telfair Street  
 Augusta, GA 30901

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



## **PETITION FOR IMPROVEMENTS TO DIAMOND LAKE REGIONAL PARK**

By signing this petition, we, respectfully request the following actions, only to support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

**PARK GATES TO BE OPEN AT 4:30AM MONDAY-FRIDAY**

**CONCRETE SIDEWALKS ON BOTH SIDES OF DIAMOND LAKE WAY, INSIDE THE PARK FROM THE ENTRANCE OF MANCHESTER SUBDIVISION TO WILLIS FOREMAN ROAD**

**MORE LIGHTS FOR (FIELD #4) DURING YOUTH RECREATION FOOTBALL GAMES**

**MORE STREET LIGHTS FROM GATE TO GATE FOR SAFETY DURING MORNING AND NIGHT EVENTS**

**ADD BENCHES NEXT TO THE SIDEWALK FOR THE (CONVALESCENCE) SENIORS OR ANYONE WHO IS EXERCISING OR RECOVERING FROM ANY HEALTH CONDITIONS TO SIT AND REST DURING THEIR WALK IN THE PARK.**

**ADD THREE MORE COVER AREAS FOR COMMUNITY (FAMILY) EVENTS**

**ON-SITE CAMERAS**

**SPEED BUMPS STRATEGICALLY PLACED THOUGHOUT THE PARK**

**INSTALLING MIDDLE ISLANDS IN ONE PARKING AREA TO STOP VEHICLES FROM DOING "BURN OUTS" IN THE PARK**

# **PHALONDA YVETTE HOWARD PROJECT**

## **BECAUSE WE CARE**

**PHALONDA WAS A 1990 GRADUATED OF BUTLER HIGH SCHOOL.**

**PHALONDA WAS RICHMOND COUNTY 17 HOMICIDE VICTIM OF 1992.**

**WHILE WORKING AT GURLEY SUPERMARKET ON LANEY WALKER. PHALONDA WOULD PROVIDE FOOD FOR CHILDREN AND THEIR FAMILIES THAT DID NOT HAVE.**

**PHALONDA DID THIS BECAUSE SHE CARED.**

**FRANK G. HOWARD  
706-414-7779  
frankg1@hotmail.com**

By signing this petition, we, respectfully request the following actions, only to support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) <u>Frank G. Howard III</u>	<u>[Signature]</u>	<u>30815</u>
2) <u>FRANK G. HOWARD</u>	<u>[Signature]</u>	<u>30815</u>
3) <u>Daarcel Smith</u>	<u>[Signature]</u>	<u>30909</u>
4) <u>Bro Joe LADABOW JR</u>	<u>[Signature]</u>	<u>30815</u>
5) <u>KELOWE THOMAS</u>	<u>[Signature]</u>	<u>30815</u>
6) <u>HL Williams</u>	<u>[Signature]</u>	<u>30815</u>
7) <u>Crystal Underwood</u>	<u>[Signature]</u>	<u>30906</u>
8) <u>Ed. Tiggs</u>	<u>[Signature]</u>	<u>30906</u>
9) <u>James Turmon</u>	<u>[Signature]</u>	<u>30811</u>
10) <u>Mashanda Battle</u>	<u>[Signature]</u>	<u>30824</u>
11) <u>Takera Cox</u>	<u>[Signature]</u>	<u>30909</u>
12) <u>KAYIA MURRAY</u>	<u>[Signature]</u>	<u>30906</u>
13) <u>John Ellis</u>	<u>[Signature]</u>	<u>30904</u>
14) <u>Bennett</u>	<u>[Signature]</u>	<u>30815</u>
15) <u>Khalil Butler</u>	<u>[Signature]</u>	<u>30909</u>
16) <u>Brandi Thomas</u>	<u>[Signature]</u>	<u>30812</u>
17) <u>Connie Frazier</u>	<u>[Signature]</u>	<u>30907</u>
18) <u>Notassia Peart</u>	<u>[Signature]</u>	<u>30907</u>
19) <u>HALCE PEART</u>	<u>[Signature]</u>	<u>30909</u>
20) <u>Melinda Smith</u>	<u>[Signature]</u>	<u>30909</u>
21) <u>Dev Green</u>	<u>[Signature]</u>	<u>30309</u>
22) <u>ASHARDEA BIVINS-JOHNSON</u>	<u>[Signature]</u>	<u>30815</u>
23) <u>Greg Bolwaire</u>	<u>[Signature]</u>	<u>30907</u>
24) <u>Stanley Dumas</u>	<u>[Signature]</u>	<u>30815</u>
25) <u>Deshana Love</u>	<u>[Signature]</u>	<u>30815</u>
26) <u>Rashawn Poindester</u>	<u>[Signature]</u>	<u>30815</u>
27) <u>Lelana Jefferys</u>	<u>[Signature]</u>	<u>30815</u>
28) <u>Omisha Ruff</u>	<u>[Signature]</u>	<u>30813</u>
29) <u>Toi Byrdell</u>	<u>[Signature]</u>	<u>30813</u>
30) <u>Paul White</u>	<u>[Signature]</u>	<u>30813</u>
31) <u>Khayla Smalls</u>	<u>[Signature]</u>	<u>30813</u>



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

Item 14.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) <u>Alma</u>	<u>[Signature]</u>	<u>30906</u>
2) <u>Solomon</u>	<u>[Signature]</u>	<u>30906</u>
3) <u>Darin Davis</u>	<u>[Signature]</u>	<u>30815</u>
4) <u>Alvin Dyer</u>	<u>[Signature]</u>	<u>30815</u>
5) <u>Kelvin Fennell</u>	<u>[Signature]</u>	<u>30815</u>
6) <u>Joseph Smith</u>	<u>[Signature]</u>	<u>30815</u>
7) <u>Sanora William</u>	<u>[Signature]</u>	<u>30815</u>
8) <u>Samillah Williams</u>	<u>[Signature]</u>	<u>30815</u>
9) <u>Kerren Brown</u>	<u>[Signature]</u>	<u>30815</u>
10) <u>William Andrews</u>	<u>[Signature]</u>	<u>30906</u>
11) <u>Selina Roney</u>	<u>[Signature]</u>	<u>30815</u>
12) <u>Glenn Moody</u>	<u>[Signature]</u>	<u>30906</u>
13) <u>CHURCH THOMAS</u>	<u>[Signature]</u>	<u>30815</u>
14) <u>[Signature]</u>	<u>[Signature]</u>	<u>30815</u>
15) <u>Barbara B. [Signature]</u>	<u>[Signature]</u>	<u>30906</u>
16) <u>Carolyn Smith</u>	<u>[Signature]</u>	<u>30906</u>
17) <u>James Fitts</u>	<u>[Signature]</u>	<u>30906</u>
18) <u>Bonda Watson</u>	<u>[Signature]</u>	<u>30815</u>
19) <u>[Signature]</u>	<u>[Signature]</u>	<u>30815</u>
20) <u>[Signature]</u>	<u>[Signature]</u>	<u>30906</u>
21) <u>John Bickertall</u>	<u>[Signature]</u>	<u>30909</u>
22) <u>GIO R. A. LEE</u>	<u>[Signature]</u>	<u>30815</u>
23) <u>LA N. YAH BOWEN</u>	<u>[Signature]</u>	<u>30909</u>
24) <u>[Signature]</u>	<u>[Signature]</u>	<u>30815</u>
25) <u>[Signature]</u>	<u>[Signature]</u>	<u>30909</u>
26) <u>[Signature]</u>	<u>[Signature]</u>	<u>30909</u>
27) <u>Margan McKie</u>	<u>[Signature]</u>	<u>30909</u>
28) <u>[Signature]</u>	<u>[Signature]</u>	<u>30815</u>
29) <u>TORRENCE WILLIAMS</u>	<u>[Signature]</u>	<u>30909</u>
30) <u>Frances Thigledolph</u>	<u>[Signature]</u>	<u>30909</u>
31) <u>Anna S. Hieke</u>	<u>[Signature]</u>	<u>30815</u>
32) <u>Carolyn S. Jeter</u>	<u>[Signature]</u>	<u>30815</u>
33) <u>Lisa Hieke</u>	<u>[Signature]</u>	<u>30906</u>



By signing this petition, we, only support the improvements for Diamond Lake Regional to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

Item 14.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Personya Knappce	[Signature]	30815
2) Leroy Knappce	[Signature]	30815
3) [Signature]	[Signature]	30815
4) Rodney Gantt	[Signature]	30815
5) Gloria Ellis	[Signature]	30815
6) Ashley Larrison <sup>Ashley</sup> Larrison	[Signature]	30467
7) Sarah Larrison	[Signature]	30467
8) Lily Peach	[Signature]	30815
9) Henrietta Burnett	[Signature]	30815
10) Shirley Williams	[Signature]	30815
11) Judith Clark	[Signature]	30815
12) Maxine Smith	[Signature]	30815
13) Thomas Brady		
14) Stephen Boerstler	[Signature]	30906
15) Jennifer Howard	[Signature]	30815
16) Chidrafi Chon	[Signature]	30815
17) Christine Hight	[Signature]	30815
18) Chris Madden	[Signature]	30815
19) Cameron Hicks	[Signature]	30815
20) Joseph Hicks	[Signature]	30815
21) Jessica	[Signature]	30805
22) Mary Lee	[Signature]	30906
23) Henry Free	[Signature]	30815
24) Jennifer Freeman	[Signature]	30906
25) Wilbert Dine	[Signature]	30906
26) Owen Winger	[Signature]	30906
27) Malcolm Chisholm	[Signature]	30904
28) Garrett Stallion	[Signature]	30815
29) Angela Pinar	[Signature]	30909
30) Corvyn Jensen	[Signature]	30900
31) [Signature]	[Signature]	30815
32) Fred Paff	[Signature]	30815
33) James Moody	[Signature]	30906



By signing this petition, we, only support the improvements for Diamond Lake Regional to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIP CODE:
1) Cassandra S.		30815
2) Shannon Sanchez		30906
3) Sheri Methvin		30906
4) BARRETT Jackson		30815
5) LaShundra Fields		30815
6) Glenn Cain		30805
7) Sarah Cain		30805
8) Marsha Bush		30815
9) Kenneth George		30815
10) Paul Jackson		30815
11) Natalia Harrington		30815
12) Anthony Mew		30815
13) Willie Hent		20906
14) Terry Griffith		30906
15) Ajani Johnson		30815
16) Deborah Carr		30815
17) Beverly Butler		30815
18) LINDA DAWKINS		30185
19) ROBERT HUITT		30815
20) Tyesha Lockhart		30815
21) Marquis Adams		30906
22) Thomas REED		30815
23) Tracy Darnell		30815
24) Mindy Darnell		30815
25) Lashawne Powell		30815
26) Terrence Doggett		30815
27) Sherise Whitaker		30815
28) DARRON ALSTON		30815
29) Nurbishi Welch		30907
30) Sherita Brantley		30815
31) Justin Thompson		30815
32) Barry Goff Jr		30815
33) Roberto Lynn		30815



By signing this petition, we, only support the improvements for Diamond Lake Regional to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

Item 14.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) <u>Bradford Washington</u>	<u>Bradford Washington</u>	<u>30815</u>
2) <u>Alayna Herrington</u>	<u>Alayna Herrington</u>	<u>30815</u>
3) <u>Geoffrey Hughes</u>	<u>Geoffrey Hughes</u>	<u>30815</u>
4) <u>Nicole Sears</u>	<u>Nicole Sears</u>	<u>30815</u>
5) <u>Haylie Hunter</u>	<u>Haylie Hunter</u>	<u>30815</u>
6) <u>Robert Gilroy</u>	<u>Robert Gilroy</u>	<u>30815</u>
7) <u>Roselynth King</u>	<u>Roselynth King</u>	<u>30906</u>
8) <u>Eugene Lyall</u>	<u>Eugene Lyall</u>	<u>30815</u>
9) <u>Jordan Green</u>	<u>Jordan Green</u>	<u>30906</u>
10) <u>Olivia Parnell</u>	<u>Olivia Parnell</u>	<u>30815</u>
11) <u>Christy Johnson</u>	<u>Christy Johnson</u>	<u>30815</u>
12) <u>Khamoni Carpenter</u>	<u>Khamoni Carpenter</u>	<u>30815</u>
13) <u>Sara Smith</u>	<u>Sara Smith</u>	<u>30906</u>
14) <u>Mary Harris</u>	<u>Mary Harris</u>	<u>30815</u>
15) <u>Regina Daskoff</u>	<u>Regina Daskoff</u>	<u>30815</u>
16) <u>Heather</u>	<u>Heather</u>	<u>30815</u>
17) <u>James Salaco</u>	<u>James Salaco</u>	<u>30830</u>
18) <u>Vernona Wadley</u>	<u>Vernona Wadley</u>	<u>30906</u>
19) <u>Brenda Murray</u>	<u>Brenda Murray</u>	<u>30906</u>
20) <u>Verlondria Wadley</u>	<u>Verlondria Wadley</u>	<u>30901</u>
21) <u>Dale White</u>	<u>Dale White</u>	<u>30830</u>
22) <u>Barbara Leacock</u>	<u>Barbara Leacock</u>	<u>30815</u>
23) <u>Rashad Glover</u>	<u>Rashad Glover</u>	<u>30904</u>
24) <u>Bonnie Barker</u>	<u>Bonnie Barker</u>	<u>30815</u>
25) <u>Bonnie Barker</u>	<u>Bonnie Barker</u>	<u>30815</u>
26) <u>John Moss</u>	<u>John Moss</u>	<u>30901</u>
27) <u>Ronnie C. Hall</u>	<u>Ronnie C. Hall</u>	<u>30815</u>
28) <u>Tierra McGaskey</u>	<u>Tierra McGaskey</u>	<u>30815</u>
29) <u>Cedric Johnson</u>	<u>Cedric Johnson</u>	<u>30815</u>
30) <u>Chervon Goodwin</u>	<u>Chervon Goodwin</u>	<u>30815</u>
31) <u>Daniel Smith SR.</u>	<u>Daniel Smith</u>	<u>30815</u>
32) <u>De'Shun Smith</u>	<u>De'Shun Smith</u>	<u>30815</u>
33) <u>Jermaine Smith</u>	<u>Jermaine Smith</u>	<u>30815</u>



By signing this petition, we, only support the improvements for Diamond Lake Regional to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

Item 14.

PRINT NAME:

SIGNATURE:

ZIPCODE:

1) Felicia Clarke	Felicia Clar	30815
2) Sharon Paschal	Sharon Paschal	30815
3) Tyrone Gaines	Tyrone Gaines	30906
4) DeAndre Tyson	DeAndre Tyson	30906
5) Shorona Melany	Shorona Melany	30815
6) Stephanie Robards	Stephanie Robards	30906
7) Nathan Roberts	Nathan Roberts	30906
8) Chantelle Steurs	Chantelle Steurs	30906
9) Kimora Robards	Kimora Robards	30906
10) Antoinette Kim	Antoinette Kim	30815
11) Vernon Green	Vernon Green	30815
12) Brittany Holt	Brittany Holt	30815
13) William W	William W	30815
14) Larry Brown Sr	Larry Brown Sr	30906
15) SAUNDRA HOOD	Saundra Hood	30815
16) Marc Williams	Marc Williams	30815
17) Sandhaunia Bryant	Sandhaunia Bryant	30906
18) Micheale Jenkins	Micheale Jenkins	30906
19) Ted Melendez	Ted Melendez	30815
20) Tamilla Lott	Tamilla Lott	30815
21) Devon Pierce	Devon Pierce	30815
22) Derron Pierce	Derron Pierce	30815
23) Roosevelt Johnson	Roosevelt Johnson	30815
24) Maryella Stov	MARYELLA STOV	30815
25) Liam Buddhanon	Liam Buddhanon	30805
26) Paul Luck	Paul Luck	30815
27) Vera Johnson	Vera Johnson	30909
28) Vanessa Y. Hornsby	Vanessa Y. Hornsby	30906
29) Billy McClinton	Billy McClinton	30815
30) Sheldon Mafarr	Sheldon Mafarr	30815
31) Gwen Utley	Gwen Utley	30815
32) Gwen Utley	Gwen Utley	30815
33) Greg Utley	Greg Utley	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIP CODE:
1) Feleandra Kirby	[Signature]	309000
2) Derictae Butler	[Signature]	30815
3) Shaker Goss	[Signature]	30909
4) Mandrell Talbot	[Signature]	30815
5) Chonda Jenkins	[Signature]	30815
6) David Cripps	[Signature]	30906
7) Treveion Jones	[Signature]	30906
8) Haven Jones	[Signature]	30906
9) Kent Ellis	[Signature]	30909
10) Leon Cooper	[Signature]	30815
11) Paula Sullivan	[Signature]	30909
12) Galin Hall	[Signature]	30815
13) Thucilla Germany	[Signature]	30906
14) Elaine Ward	[Signature]	30906
15) Nikita Coleman	[Signature]	30815
16) Nakisha Dunn	[Signature]	30904
17) Jordan Winn	[Signature]	30824
18) Qing Winn	[Signature]	30824
19) Candice Pugh	[Signature]	30833
20) Kevin Davis	[Signature]	30805
21) FARR FORD	[Signature]	30815
22) Lillie Perkins	[Signature]	30815
23) Colleen Mynnie	[Signature]	30815
24) Tiffany Johnson	[Signature]	30907
25) Shay Kirkland	[Signature]	30906
26) Leah Tanner	[Signature]	30477
27) Brandi Prescott	[Signature]	30833
28) S. Grant	[Signature]	30909
29) Julie He Johnson	[Signature]	30815
30) Courtney Henshaw	[Signature]	30805
31) Angie Henshaw	[Signature]	30805
32) Cliff Graham	[Signature]	30904



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Tyisha Saxon	Tyisha Saxon	30906
2) Katie Bowen	Katie Bowen	30906
3) Diane Powell	Diane Powell	30906
4) Tommy Chance	Tommy Chance	30906
5) Grand Van	Grand Van	30906
6) Anthony Scott	Anthony Scott	30815
7) Donald Williams	Donald Williams	30815
8) Kenna Garard	Kenna Garard	30906
9) Barry Wade	Barry Wade	30906
10) MELVIN KANESHIRO	Melvin Kaneshiro	30906
11) Tara S. Holliday	Tara S. Holliday	30815
12) Charlie Rogers	Charlie Rogers	30906
13) Hattie Mells	Hattie Mells	30815
14) Frank Thomas	Frank Thomas	30906
15) Angelene Williams	Angelene Williams	30906
16) Heyward Johnson	Heyward Johnson	30815
17) Larry Lyke	Larry Lyke	30906
18) Allen Dunbar	Allen Dunbar	30906
19) Peter Moore	Peter Moore	30815
20) William C. Bush	William C. Bush	30815
21) Jaalen Davis	Jaalen Davis	30815
22) DEIRDRE HICKEE	Deirdre Hickey	30815
23) Theodore Davis	Theodore Davis	30815
24) Valeriyenia Kelly	Valeriyenia Kelly	30906
25) Vanessa Lim	Vanessa Lim	30906
26) Jennife Perkins	Jennife Perkins	49287
27) Emily Perkins	Emily Perkins	30815
28) Brant Lowe	Brant Lowe	30906
29) Terry Lacey	Terry Lacey	30909
30) Rose Arthur	Rose Arthur	30815
31) Valeria Cannon	Valeria Cannon	30815
32) Kinyahna Jackson	Kinyahna Jackson	30906



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) Dianne Holmes	Dianne Holmes	30906
2) Madeline Screven	Madeline Screven	30815
3) Eric Ellertson	Eric Ellertson	30815
4) Ricky Owens	Ricky Owens	30909
5) Ken Stokes	Ken Stokes	30909
6) Mike Austin	Mike Austin	30808
7) CLEO GRAY	Cleo Gray	30907
8) Ron THOMAS	Ron Thomas	30809
9) Barbara Fittle	Barbara Fittle	30906
10) LARRY FARR	Larry Farr	30986
11) Demetrist Grayson	Demetrist Grayson	30813
12) Joan M. Howard	Joan M. Howard	30815
13) Willie J. French	Willie J. French	30805
14) John Thornton	John Thornton	30815
15) Rodney Starlings	Rodney Starlings	30906
16) John Bayard	John Bayard	
17) THOMAS LAW	Thomas Law	30815
18) Nadir Burt	Nadir Burt	30813
19) Antoine Natus	Antoine Natus	30813
20) Christopher Cousins	Christopher Cousins	30815
21) ROBERT LLOYD	Robert Lloyd	30815
22) Henry Free	Henry Free	30456
23) Arthur Wilks	Arthur Wilks	30815
24) Steven L. Frailes	Steven L. Frailes	30904
25) Richard L. Brogsdale	Richard L. Brogsdale	30815
26) LORETTA CONLEY	Loretta Conley	30904
27) Shana Brown	Shana Brown	30909
28) JEROME BROWN	Jerome Brown	30909
29) William K. Johnson	William K. Johnson	30815
30) Kenneth Nickels	Kenneth Nickels	30815
31) Chiquita Owens	Chiquita Owens	30815 C.O.
32) EARL WILSON	Earl Wilson	30814



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Tamara Worthy	<i>Tamara Worthy</i>	30815
2) Jennifer Bespert	<i>Jennifer Bespert</i>	30815
3) Edric White	<i>Edric White</i>	30815
4) Gwika White	<i>Gwika White</i>	30815
5) Jennifer Broadwell	<i>Jennifer Broadwell</i>	30815
6) Emily Broadwell	<i>Emily Broadwell</i>	30815
7) Angel Baron	<i>A. Baron</i>	30906
8) Ron Savas E	<i>Ron Savas E</i>	30815
9) Robert Bryant	<i>Robert Bryant</i>	30815
10) Shantay Palmer	<i>Shantay Palmer</i>	30809
11) Haley Palmer	<i>Haley Palmer</i>	30815
12) Pamela M. Sanchez	<i>Pamela M. Sanchez</i>	30815
13) Rhonda Holloway	<i>Rhonda Holloway</i>	30906
14) Keiba Savare	<i>Keiba Savare</i>	30815
15) Eddie Burley	<i>Eddie Burley</i>	30906
16) Shawn Burley	<i>Shawn Burley</i>	30906
17) Christopher Fox	<i>Christopher Fox</i>	30906
18) Yolanda Terry	<i>Yolanda Terry</i>	30815
19) Joseph Terry	<i>Joseph Terry</i>	30815
20) Lanny Bush	<i>Lanny Bush</i>	30815
21) Lard Bury	<i>Lard Bury</i>	30815
22) Wanda Lee	<i>Wanda Lee</i>	30907
23) Joanne Jones	<i>Joanne Jones</i>	30815
24) John H. Smith	<i>John H. Smith</i>	30906
25) Lucia Bury	<i>Lucia Bury</i>	30906
26) Regina Jackson	<i>Regina Jackson</i>	30906
27) Gloria S. Hearn	<i>Gloria S. Hearn</i>	30906
28) Aline Hawkes	<i>Aline Hawkes</i>	30906
29) Alice Foke	<i>Alice Foke</i>	30815
30) Cherry Whitaker	<i>Cherry Whitaker</i>	30815
31) Anna Pappas	<i>Anna Pappas</i>	30906
32) Ronald L. Hearn	<i>Ronald L. Hearn</i>	30906



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIP CODE:
1) Yolanda Harris	[Signature]	30815
2) <del>John Knight</del>	<del>John Knight</del>	<del>30815</del>
3) Josie Shefton	Josie Shefton	30901
4) Shirelah Dunbar	Shirelah Dunbar	30906
5) Cameron Couley	Cameron Couley	30815
6) Jacqueline Parks	[Signature]	30813
7) MARTIN SSSUN	[Signature]	30805
8) Annette Midcalf	Annette P. Midcalf	30815
9) Ingrid Barker	[Signature]	30906
10) Will Guy	[Signature]	30815
11) Alex Spencer	[Signature]	30809
12) Mallisa Langford	[Signature]	30904
13) Shiloe Brady	Shiloe Brady	30813
14) Sonya [unclear]	[Signature]	30906
15) Sherine Hightower	Sherine Hightower	30904
16) Jeremiah Cautley	Jeremiah Cautley	30815
17) RONALD JONES	Ronald Jones	30815
18) Virginia Patterson	Virginia Patterson	30815
19) Octavia Dowe	Octavia Dowe	30815
20) Mignon Lottima	[Signature]	30815
21) Shelia Session	Shelia Session	30809
22) Theresa Tugman	Theresa Tugman	27520
23) Tracy Egan	Tracy Egan	30815
24) Gloria Slaughter	Gloria Slaughter	30815
25) Rodney Morgan	Rodney Morgan	30815
26) Booklenn Russell	Booklenn Russell	30815
27) Ed M'Quar	Ed M'Quar	30815
28) Jada Glenn	Jada Glenn	30815
29) MARION REED	Marion Reed	30815
30) Rogers Lockhart	Rogers Lockhart	30906
31) Tabitha Lockhart	Tabitha Lockhart	30907
32) Megan Tran	[Signature]	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIPCODE:

1) James Bishop	[Signature]	30906
2) Kim Watkins	[Signature]	30904
3) Lonnie Wimberly	[Signature]	30815
4) Octavia H. Collins	[Signature]	30815
5) Collier H. H. H. H.	[Signature]	30901
6) [Signature]	[Signature]	30815
7) Leroy Dixon	[Signature]	30906
8) Daisy Williams	[Signature]	30906
9) Katie Griffin	[Signature]	30906
10) Linda Gary	[Signature]	30815
11) Wilma C. [Signature]	[Signature]	30809
12) Shawn Patterson	[Signature]	30815
13) Sylvester Harris Jr	[Signature]	30830
14) Larry D Walker	[Signature]	30815
15) Kasha Witheron	[Signature]	30909
16) Ruthie Scott	[Signature]	30906
17) Nellie Scott	[Signature]	30901
18) Sally M. McNeil	[Signature]	30815
19) Doris Stewart	[Signature]	30815
20) Rose Brockington	[Signature]	30909
21) Tenisha Walton	[Signature]	30906
22) DENISE Gibson	[Signature]	30906
23) Beverly Parks	[Signature]	30906
24) Alex Young	[Signature]	30909
25) Connie Sanders	[Signature]	29841
26) William ALBRITTON	[Signature]	30906
27) SHORN ALBRITTON	[Signature]	30906
28) Dennis Harvey	[Signature]	30901
29) Betty Guest	[Signature]	30906
30) Thomas M. T. T. T.	[Signature]	30906
31) ETHAN ZIMMERMAN	[Signature]	30906
32) Andrea Zimmerman	[Signature]	30809

[Signature] 30815



Lester Wells Jr  
2643 Castletown Dr.  
Hephzibah, GA 30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) <u>Melvin Tyler</u>	<u>Melvin Tyler</u>	<u>30815</u>
2) <u>Rhonda Clark</u>	<u>Rhonda Clark</u>	<u>30815</u>
3) <u>Jasmine Mack</u>	<u>Jasmine Mack</u>	<u>30815</u>
4) <u>Destiny Fanning</u>	<u>Destiny Fanning</u>	<u>30909</u>
5) <u>JOHN STEVENS</u>	<u>JOHN STEVENS</u>	<u>30815</u>
6) <u>Carrisa Sten</u>	<u>Carrisa Sten</u>	<u>30815</u>
7) <u>Rhonda Baker</u>	<u>Rhonda Baker</u>	<u>30815</u>
8) <u>Norris, Kevin</u>	<u>Norris, Kevin</u>	<u>30815</u>
9) <u>Lisa Dean</u>	<u>Lisa Dean</u>	<u>30906</u>
10) <u>Mary Smith</u>	<u>Mary Smith</u>	<u>30815</u>
11) <u>Albert Park</u>	<u>Albert Park</u>	<u>70815</u>
12) <u>Louise Malone</u>	<u>Louise Malone</u>	<u>30815</u>
13) <u>Charlene Gardner</u>	<u>Charlene Gardner</u>	<u>30906</u>
14) <u>IRA McFANN</u>	<u>IRA McFANN</u>	<u>30815</u>
15) <u>Gabriel A. Thomas</u>	<u>Gabriel A. Thomas</u>	<u>30815</u>
16) <u>Maxine Smith</u>	<u>Maxine Smith</u>	<u>30815</u>
17) <u>Jesse Padgett</u>	<u>Jesse Padgett</u>	<u>30815</u>
18) <u>Jessie Padgett</u>	<u>Jessie Padgett</u>	<u>30815</u>
19) <u>Nora B. Broder</u>	<u>Nora B. Broder</u>	<u>30815</u>
20) <u>LaDestiny Evans</u>	<u>LaDestiny Evans</u>	<u>30815</u>
21) <u>Jasmine Scott</u>	<u>Jasmine Scott</u>	<u>30815</u>
22) <u>Byron L Smith</u>	<u>Byron L Smith</u>	<u>30815</u>
23) <u>MARY Beth Lopez Smith</u>	<u>MARY Beth Lopez Smith</u>	<u>30815</u>
24) <u>Joe Waters</u>	<u>Joe Waters</u>	<u>30815</u>
25) <u>William R. Hall</u>	<u>William R. Hall</u>	<u>30904</u>
26) <u>Shirley H. Hall</u>	<u>Shirley H. Hall</u>	<u>30909</u>
27) <u>Bernie Moore</u>	<u>Bernie Moore</u>	<u>30815</u>
28) <u>Courtney Covin</u>	<u>Courtney Covin</u>	<u>30815</u>
29) <u>Jemaine Henderson</u>	<u>Jemaine Henderson</u>	<u>30815</u>
30) <u>Lil A. Carter</u>	<u>Lil A. Carter</u>	<u>30815</u>
31) <u>ANDREA Wilson</u>	<u>ANDREA Wilson</u>	<u>30815</u>
32) <u>Shalee Lewis</u>	<u>Shalee Lewis</u>	<u>30815</u>



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIP CODE:
1) Juanice Williams	[Signature]	30815
2) Albert Gilyard	[Signature]	30815
3) Evelyn Harris	Evelyn Harris	30906
4) DeKelia Harris	DeKelia Harris	30906
5) Melva Evans	Melva Evans	30815
6) SAMUEL CHENEY	Samuel Cheney	30815
7) HARMON FULLER	Harmon Fuller	30815
8) Vivian Shields	V. Shields	30815
9) Robert Elliott	Robert Elliott	30815
10) Tony Wright	[Signature]	30815
11) ROBERT WILLIAMS	[Signature]	30815
12) ROBERT F. JOHNSON	[Signature]	30906
13) Sarah Goodwill	[Signature]	30805
14) Lois Bastie	[Signature]	30909
15) Bernice G. Ruffin	Bernice G. Ruffin	30906
16) Stephanie Moore	[Signature]	30906
17) Alisa Benson	[Signature]	30906
18) Faye Pete	Faye Pete	30815
19) Dana Fulcher	Dana Fulcher	30815
20) Gary O'Bryen	[Signature]	30815
21) Valerie Eavin	Valerie Eavin	30816
22) Anna Smith	[Signature]	30815
23) Brianna Holt	[Signature]	30815
24) William Crain	[Signature]	30815
25) KATHY	Kathy Crain	30815
26) Ashley Harrison	Ashley Harrison	30815
27) LATASHA POLLARD	L. Pollard	30815
28) Eugene	EUGENE	31645
29) Moses D. Anderson	Moses D. Anderson	30815
30) Denise Anderson	Denise Anderson	30815
31) Brian C. Johnson	Brian C. Johnson	30815
32) Erick L. Rayton	Erick L. Rayton	30882



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIP CODE:
1) Earnest Harvey	[Signature]	30815
2) LARRY HOWARD	[Signature]	30815
3) Princess Cunningham	[Signature]	30815
4) Lillaudia Smith	[Signature]	30815
5) Linda Prophet	[Signature]	30906
6) Diana Davis	[Signature]	30906
7) Christian Scott	[Signature]	30406
8) Cookie Williams	[Signature]	30815
9) RUKUS ALLEN	[Signature]	30906
10) Candace Cammy	[Signature]	30810
11) BRANNON LIGAN	[Signature]	30815
12) Robert Walker	[Signature]	30815
13) Gary Nixon	[Signature]	30815
14) Miguel Grosvenor	[Signature]	30906
15) Philip Garrett	[Signature]	30906
16) CHARLES L. McLUKAS	[Signature]	30815
17) Billy W.	[Signature]	30815
18) Robert Lee Bell	[Signature]	<del>30815</del> 30815
19) Anne M. Turner	[Signature]	30815
20) Sharon D. Forrest	[Signature]	30906
21) LA Tonya Forrest	[Signature]	30906
22) Demetris Forrest	[Signature]	30906
23) Samantha Wilcox	[Signature]	30815
24) Sherrelle Jones	[Signature]	30815
25) Joel Anderson	[Signature]	30815
26) TIM MOORE	[Signature]	30815
27) ERIC WALKER	[Signature]	30815
28) Ida Williams	[Signature]	30815
29) Walter Williams	[Signature]	30815
30) Teresa Williams	[Signature]	30906
31) Brian Kelly	[Signature]	30906
32) Ashley Holmes	[Signature]	30815

By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) <u>Alberta Patterson</u>	<u>Alberta Patterson</u>	<u>33815</u>
2) <u>Michael E. Young</u>	<u>Michael E. Young</u>	<u>30813</u>
3) <u>Joshua Kitchens</u>	<u>Joshua Kitchens</u>	<u>29860</u>
4) <u>Tera Reed</u>	<u>Tera Reed</u>	<u>30813</u>
5) <u>Will Reed</u>	<u>Will Reed</u>	<u>30813</u>
6) <u>Lyndara Davis</u>	<u>Lyndara Davis</u>	<u>35909</u>
7) <u>MARY ROSS</u>	<u>Mary Ross</u>	<u>30906</u>
8) <u>DAVID ERSKINE</u>	<u>DAVID ERSKINE</u>	<u>30909</u>
9) <u>Lynette Griffin</u>	<u>Lynette Griffin</u>	<u>30815</u>
10) <u>Bethinda Long</u>	<u>Bethinda Long</u>	<u>30900</u>
11) <u>DAVID HARRIS</u>	<u>DAVID HARRIS</u>	<u>30809</u>
12) <u>LAURA THOMPSON</u>	<u>LAURA THOMPSON</u>	<u>30809</u>
13) <u>SAMUEL Neal</u>	<u>SAMUEL Neal</u>	<u>30815</u>
14) <u>Sammy Neal</u>	<u>Sammy Neal</u>	<u>30815</u>
15) <u>Sheila Collier</u>	<u>Sheila Collier</u>	<u>30815</u>
16) <u>Deborah Thomson</u>	<u>Deborah Thomson</u>	<u>30815</u>
17) <u>Bryan Curry</u>	<u>Bryan Curry</u>	<u>30815</u>
18) <u>Sheila Marie Brown</u>	<u>Sheila Marie Brown</u>	<u>30906</u>
19) <u>Eliza Albary</u>	<u>Eliza Albary</u>	<u>30906</u>
20) <u>Brennan Shell</u>	<u>Brennan Shell</u>	<u>30906</u>
21) <u>Alonso Coleman</u>	<u>Alonso Coleman</u>	<u>30906</u>
22) <u>Josh Harris</u>	<u>Josh Harris</u>	<u>30815</u>
23) <u>Shana Wallace</u>	<u>Shana Wallace</u>	<u>30815</u>
24) <u>Timothy Stetson</u>	<u>Timothy Stetson</u>	<u>30815</u>
25) <u>Fredric Dunn</u>	<u>Fredric Dunn</u>	<u>30900</u>
26) <u>Joseph E. Hill</u>	<u>Joseph E. Hill</u>	<u>30906</u>
27) <u>America Goggins-Rhodes</u>	<u>America Goggins-Rhodes</u>	<u>30904</u>
28) <u>Kris Zar</u>	<u>Kris Zar</u>	<u>30906</u>
29) <u>Janice Turner</u>	<u>Janice Turner</u>	<u>30907</u>
30) <u>Deborah Wiggins</u>	<u>Deborah Wiggins</u>	<u>30813</u>
31) <u>Maupie Bryan</u>	<u>Maupie Bryan</u>	<u>30906</u>
32) <u>James Shaw</u>	<u>James Shaw</u>	<u>30813</u>



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIP CODE:
1) Lisa Coleman		30815
2) Tiffany Lewis		30909
3) Jazmen Dhan		30813
4) Jackiez Brown		30815
5) Anthony Holt		30904
6) James Alar		29841
7) Gloria Barner		30815
8) Deborah Collier		30815
9) Harmonie Green		30909
10) Harmonie		30809
11) <del>Debra L. C.</del>		30907
12) Felisha Williams		30815
13) Janet Evans		30906
14) Amanda Darian		30815
15) Faith Noelle		30815
16) Tyron Collins		30815
17) Jacy Phillips		30815
18) Kyle Caffey		30815
19) Ricky Winters		30815
20) Sandra Spohn		30815
21) Joni Akiti		30907
22) KECIA BAKER		30815
23) Vanessa Tillman		30815
24) KECHELLE Tillman		30815
25) Sabrina Motin		30906
26) Doretha Durant		30817
27) Carolyn Thompson		30815
28) Gabrielle Jackson		30815
29) Lachara Greene		30813
30) Hannah Nino		30815
31) <del>ANDREW LEITCH</del>		30906
32) Reginald Ford		30815

By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) Tammie Connor	Tammie Connor	30815
2) A. Peggy Smith-Mower	A. Peggy Smith-Mower	29841
3) Frank LaHorne	Frank LaHorne	30946
4) Chris Jones	Chris Jones	30946
5) Jewel Shelby	Jewel Shelby	29805
6) BERNARD RICHARDSON	Bernard Richardson	30909
7) Anthony Faison	Anthony Faison	30813
8) Marilyn Steadman	Marilyn Steadman	30815
9) HELEN STEADMAN	Helen Steadman	30815
10) Cynthia Peacock	Cynthia Peacock	30815
11) Joseph McAdams	Joseph McAdams	30906
12) Freda Williams Jr.	Freda Williams Jr.	30815
13) Anne Thomas	Anne Thomas	30824
14) Destiny McNeill	Destiny McNeill	30813
15) Antonio Merriweather	Antonio Merriweather	30815
16) Antonio Gray	Antonio Gray	30909
17) Janeshia Mason	Janeshia Mason	30815
18) Rashana Mckens	Rashana Mckens	30817
19) Wilmarie Ingram	Wilmarie Ingram	30906
20) Stang Culbreth	Stang Culbreth	29860
21) Ronda Cheneil	Ronda Cheneil	30904
22) Barbara Moss	Barbara Moss	30815
23) Latasha R. Martin	Latasha R. Martin	30906
24) Melissa Bain	Melissa Bain	30906
25) Susan Buggy	Susan Buggy	30909
26) Deborah Cobb	Deborah Cobb	30815
27) Elaine Wilson	Elaine Wilson	30906
28) John Wray	John Wray	30809
29) Joseph Davis	Joseph Davis	30815
30) Shaver L. Alexander	Shaver L. Alexander	30809
31) Marsha Williams	Marsha Williams	20815
32) Sharon Hill	Sharon Hill	30906



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIP CODE:
1) Patsy Singletary Siso	Patsy Siso	30907
2) James J. Stone	James Stone	30907
3) Lawrence Johnson	Lawrence Johnson	30909
4) Keith Gable	Keith Gable	30815
5) Frances McFadden	Frances McFadden	30815
6) Cheryl Price	Cheryl Price	30809
7) Denise Cook	Denise Cook	30815
8) Kailyn Cook	Kailyn Cook	30815
9) Christian Jones	Christian Jones	30815
10) Chad Bryant	Chad Bryant	30907
11) Marjada Myers	Marjada Myers	30813
12) Marcus Smiley	Marcus Smiley	30815
13) Larina Thomas	Larina Thomas	30906
14) Crystal Hillman	Crystal Hillman	30815
15) Shante Middleton	Shante Middleton	30906
16) Timothy Black	Timothy Black	30813
17) Emily Velic	Emily Velic	30907
18) Evan Cerni	Evan Cerni	30907
19) Darlene Lesure	Darlene Lesure	30815
20) Georgia Engram Perry	GEORGIA E. PERRY	30815
21) Delia Harris	Delia Harris	30815
22) Sheila Calkins	Sheila Calkins	30907
23) Jonathan Walker	Jonathan Walker	30805
24) Wendy L. Jones	Wendy L. Jones	30815
25) Frank E. Dean	Frank E. Dean	30815
26) Frankie Dean	Frankie Dean	30906
27) Malcolm	Malcolm	30909
28) Bruce Malt	Bruce Malt	30815
29) Veronica Baxter	Veronica Baxter	30906
30) Janice Freeman	Janice Freeman	30906
31) Gregory Tripp	Gregory Tripp	30815
32) Mattie Adams	Mattie Adams	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) <u>Shelbyna Rumphe</u>	<u>[Signature]</u>	<u>32900</u>
2) <u>Ezra Lefavor</u>	<u>[Signature]</u>	<u>30909</u>
3) <u>Samuel Williams</u>	<u>[Signature]</u>	<u>30813</u>
4) <u>Sharleen Williams</u>	<u>[Signature]</u>	<u>30813</u>
5) <u>Shardolynn Williams</u>	<u>[Signature]</u>	<u>30907</u>
6) <u>Chloe Christie</u>	<u>[Signature]</u>	<u>70815</u>
7) <u>Jack Palmer</u>	<u>[Signature]</u>	<u>30905</u>
8) <u>Janne Williams</u>	<u>[Signature]</u>	<u>30906</u>
9) <u>Conthia Brown</u>	<u>[Signature]</u>	<u>30906</u>
10) <u>Robert McCoy</u>	<u>[Signature]</u>	<u>70809</u>
11) <u>Margaret Duncan</u>	<u>[Signature]</u>	<u>30815</u>
12) <u>Open Line</u>	<u>[Signature]</u>	<u>30906</u>
13) <u>Debbie Zollwoffler</u>	<u>[Signature]</u>	<u>30815</u>
14) <u>Marta Hawkins</u>	<u>[Signature]</u>	<u>31910</u>
15) <u>Shaunetta Murray</u>	<u>[Signature]</u>	<u>30813</u>
16) <u>John G. Wilcox</u>	<u>[Signature]</u>	<u>30906</u>
17) <u>Sam Benson Jr</u>	<u>[Signature]</u>	<u>30906</u>
18) <u>Janet King</u>	<u>[Signature]</u>	<u>30813</u>
19) <u>Chris Ellis</u>	<u>[Signature]</u>	<u>30813</u>
20) <u>Maria Negrot</u>	<u>[Signature]</u>	<u>30815</u>
21) <u>Millie Nelson</u>	<u>[Signature]</u>	<u>30815</u>
22) <u>VINA DAVIS</u>	<u>[Signature]</u>	<u>30815</u>
23) <u>Cynthia Anthony</u>	<u>[Signature]</u>	<u>30907</u>
24) <u>Barbara Vega</u>	<u>[Signature]</u>	<u>30909</u>
25) <u>Annabelle D.</u>	<u>[Signature]</u>	<u>30909</u>
26) <u>Mosue Quienche</u>	<u>[Signature]</u>	<u>30909</u>
27) <u>Chondra Shelby</u>	<u>[Signature]</u>	<u>29801</u>
28) <u>Dorothy T. Taylor</u>	<u>[Signature]</u>	<u>30815</u>
29) <u>Stephen Waters</u>	<u>[Signature]</u>	<u>30909</u>
30) <u>Sanya McCaul</u>	<u>[Signature]</u>	<u>30809</u>
31) <u>Joshua McCaul Jr</u>	<u>[Signature]</u>	<u>30809</u>
32) <u>Rev Dr. Cynthia Fishley</u>	<u>[Signature]</u>	<u>30909</u>

By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Mrs. Beck Wright	Mrs Beck M Wright	30815
2) GIBERT Counts	[Signature]	30815
3) Chris Wills	Chiller Wills	30815
4) Anita Smith	Anita Smith	30815
5) Dominique Williams	Dominique Williams	30901
6) Deanda Westbrook	Deanda Westbrook	30815
7) Loretha Bell	Loretha Bell	30815
8) Derrick Wright Jr.	D Wright Jr	30815
9) Kwindarius Wright	Kwinderus Wright	30815
10) MERISA [Signature]	[Signature]	30815
11) Dikens Jones	[Signature]	30815
12) Nicky Parker	[Signature]	30815
13) <del>Sherrise</del> Sherise Whitaker	Sherise Whitaker	30815
14) LATRESD Jones	[Signature]	30906
15) DENNIS ABBOTT	Dennis E. ABBOTT	30906
16) LARRY D. RUSSELL	Larry D Russell	30906
17) Dearl Peery	[Signature]	30905
18) Gerard Clark	[Signature]	30906
19) Debra Black	Debra Black	30815
20) Keith Dorsey	Keith Dorsey	30815
21) DALLIE M. ROSE	[Signature]	30815
22) WILLIE LAYHAM	[Signature]	30815
23) Mary Sherrod	Mary Sherrod	30815
24) Regina Brooks	Regina Brooks	30815
25) PERNO Young	[Signature]	30906
26) LaCristita Smith	LaCristita Smith	30816
27) Daniel Latham	[Signature]	30815
28) Johnny Rivers	Johnny PURDIS	30815
29) Easter Curtis	Easter Curtis	30815
30) Wanda Ellison	Wanda Ellison	30815
31) Sabrina Taylor	[Signature]	30815
32) CAROLYN HARVEY	Carolyn Harvey	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Eunice Johnson	[Signature]	30815
2) Dyanita Hall	[Signature]	30904
3) [Signature]	[Signature]	30815
4) [Signature]	[Signature]	30815
5) [Signature]	[Signature]	30815
6) Robert [Signature]	[Signature]	30906
7) AL BLAND	[Signature]	30904
8) Anthony Myrick	[Signature]	30906
9) Mechelle Griffin	[Signature]	30906
10) Ashley Roundtree	[Signature]	30906
11) [Signature]	Douglas Jackson	30815
12) Jerry Johnson Jr.	[Signature]	30906
13) Eric Ables	[Signature]	30815
14) Darnisha Evans	[Signature]	30815
15) Darnell Dent	[Signature]	30815
16) Denise Finney	[Signature]	30815
17) Cesar Camacho	[Signature]	30815
18) Tasha Nunez	[Signature]	30815
19) BOBBY BARRY	[Signature]	30815
20) JAMES R. Mabry	[Signature]	30815
21) LAKANDA VITTOX	[Signature]	30815
22) KENNETH R JACKSON	[Signature]	30815
23) Michelle Hawkins	[Signature]	30815
24) Timothy Merrinweather	[Signature]	30815
25) [Signature]	DK Dawson	30906
26) [Signature]	[Signature]	30906
27) Melissa Rodriguez	[Signature]	30815
28) [Signature]	[Signature]	30904
29) [Signature]	[Signature]	30906
30) Charlene Bright	[Signature]	30909
31) Tracy Jones	[Signature]	30906
32) [Signature]	[Signature]	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIP CODE:
1) <u>Russell Burnett</u>	<u>Russell L. Burnett</u>	<u>30814</u>
2) <u>Tony L Morgan</u>	<u>Tony L Morgan</u>	<u>30904</u>
3) <u>Charles Morgan</u>	<u>Charles Morgan</u>	<u>30906</u>
4) <u>Marston</u>	<u>Marston</u>	<u>30813</u>
5) <u>Shanna Briscoe</u>	<u>Shanna Briscoe</u>	<u>30906</u>
6) <u>Lawrence E. Johnson</u>	<u>Lawrence E. Johnson</u>	<u>30909</u>
7) <u>Glenn E. Korman</u>	<u>Glenn E. Korman</u>	<u>30906</u>
8) <u>Debra Hannah</u>	<u>Debra Hannah</u>	<u>30815</u>
9) <u>Sharon Gittens</u>	<u>Sharon Gittens</u>	<u>30815</u>
10) <u>Stephanie Turner</u>	<u>Stephanie Turner</u>	<u>30815</u>
11) <u>STEPHEN J. JONES</u>	<u>Stephen J. Jones</u>	<u>30906</u>
12) <u>Donnell Devince</u>	<u>Donnell Devince</u>	<u>30906</u>
13) <u>Andie Stewart</u>	<u>Andie Stewart</u>	<u>30906</u>
14) <u>Kendrea N. Freshin</u>	<u>Kendrea N. Freshin</u>	<u>30905</u>
15) <u>Phyllis Holme</u>	<u>Phyllis Holme</u>	<u>30815</u>
16) <u>Bruce Harvill</u>	<u>Bruce Harvill</u>	<u>30815</u>
17) <u>Angela Thomas</u>	<u>Angela Thomas</u>	<u>30815</u>
18) <u>Brittany Brown</u>	<u>Brittany Brown</u>	<u>30905</u>
19) <u>Felicia Perez</u>	<u>Felicia Perez</u>	<u>30906</u>
20) <u>Alma Thompson-Counts</u>	<u>Alma Thompson-Counts</u>	<u>30815</u>
21) <u>Sharon Ray</u>	<u>Sharon Ray</u>	<u>30815</u>
22) <u>Angela Barnes</u>	<u>Angela Barnes</u>	<u>30815</u>
23) <u>Stacy Lampkin</u>	<u>Stacy Lampkin</u>	<u>30815</u>
24) <u>Glenda Lampkin</u>	<u>Glenda Lampkin</u>	<u>30815</u>
25) <u>Michelle Morgan</u>	<u>Michelle Morgan</u>	<u>30906</u>
26) <u>Lee Morgan</u>	<u>Lee Morgan</u>	<u>30906</u>
27) <u>Beverly Thomas</u>	<u>Beverly Thomas</u>	<u>30815</u>
28) <u>Stacy W. Williams</u>	<u>Stacy W. Williams</u>	<u>30906</u>
29) <u>Miriam Lyons</u>	<u>Miriam Lyons</u>	<u>30909</u>
30) <u>Antonio Carter</u>	<u>Antonio Carter</u>	<u>30815</u>
31) <u>Makayla Dixon</u>	<u>Makayla Dixon</u>	<u>30815</u>
32) <u>Basil J. JARRETT</u>	<u>Basil J. JARRETT</u>	<u>30906</u>



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) Angel Belcher	<i>Angel Belcher</i>	30815
2) Willie Bryant	<i>Willie Bryant</i>	30815
3) Johnny Cheatham	<i>Johnny Cheatham</i>	20815
4) Frankie Daniels	<i>Frankie Daniels</i>	30815
5) Melody Elder	<i>Melody Elder</i>	30815
6) Tracy Allred	<i>Tracy Allred</i>	30805
7) Kevin Jackson	<i>Kevin Jackson</i>	30815
8) Bernard Smith	<i>Bernard Smith</i>	3513
9) John H. Young	<i>John H. Young</i>	30815
10) Anthony D. Good	<i>Anthony D. Good</i>	30815
11) M. J. G. G. G.	<i>M. J. G. G. G.</i>	30815
12) David Weeks	<i>David Weeks</i>	30815
13) June Weeks	<i>June Weeks</i>	30815
14) Buddy Ruffalo	<i>Buddy Ruffalo</i>	30815
15) Ray Wilbanks	<i>Ray Wilbanks</i>	30815
16) Margaretta Wilbanks	<i>Margaretta Wilbanks</i>	30815
17) Danny Wilson	<i>Danny Wilson</i>	30815
18) Susan W. Wilson	<i>Susan W. Wilson</i>	30815
19) Felicia Zelman	<i>Felicia Zelman</i>	30815
20) Wykean Carter	<i>Wykean Carter</i>	30506
21) Derrick White	<i>Derrick White</i>	30806
22) Winfred Reese	<i>Winfred Reese</i>	30815
23) Alting Menefee	<i>Alting Menefee</i>	30815
24) Brandon Baker	<i>Brandon Baker</i>	30856
25) Amanda Baker	<i>Amanda Baker</i>	30856
26) Harry Casella	<i>Harry Casella</i>	70815
27) Gavin Harris	<i>Gavin Harris</i>	30813
28) Linda G. G.	<i>Linda G. G.</i>	30815
29) Nancy Thompson	<i>Nancy Thompson</i>	30906
30) Theonious McKnight	<i>Theonious McKnight</i>	30815
31) Vianka Ivori	<i>Vianka Ivori</i>	30815
32) Jo Anne Evans	<i>Jo Anne Evans</i>	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) <u>Christini Owens</u>	<u>Christini Owens</u>	<u>30815</u>
2) <u>Eugene Owens</u>	<u>Eugene Owens</u>	<u>30815</u>
3) <u>Wynester Toni Owens</u>	<u>Wynester W. Owens</u>	<u>30906</u>
4) <u>Eugene K. Owens</u>	<u>Eugene K. Owens</u>	<u>30815</u>
5) <u>Carl Butler</u>	<u>Carl Butler</u>	<u>30815</u>
6) <u>Barbara Sapp</u>	<u>Barbara Sapp</u>	<u>30815</u>
7) <u>Cameron Butler</u>	<u>Cameron Butler</u>	<u>30815</u>
8) <u>Benjamin</u>	<u>Benjamin</u>	<u>30815</u>
9) <u>Willie Rogers</u>	<u>Willie Rogers</u>	<u>30815</u>
10) <u>MAK Thomas</u>	<u>MAK Thomas</u>	<u>30904</u>
11) <u>Alyce Williams</u>	<u>Alyce Williams</u>	<u>30815</u>
12) <u>Mary Johnson</u>	<u>Mary Johnson</u>	<u>30815</u>
13) <u>Arthur L. Mitchell</u>	<u>Arthur L. Mitchell</u>	<u>30909</u>
14) <u>BERNARD SIMMONS</u>	<u>Bernard Simmons</u>	<u>30906</u>
15) <u>Marlow McEntyre</u>	<u>Marlow McEntyre</u>	<u>30909</u>
16) <u>Leonard Hark</u>	<u>Leonard Hark</u>	<u>30815</u>
17) <u>Scotty L. Netten</u>	<u>Scotty L. Netten</u>	<u>30906</u>
18) <u>Veronica W. Settles</u>	<u>Veronica W. Settles</u>	<u>29847</u>
19) <u>Jaqueline Johnson</u>	<u>Jaqueline Johnson</u>	<u>29847</u>
20) <u>Daniel Johnson</u>	<u>Daniel Johnson</u>	<u>29847</u>
21) <u>George Hatcher</u>	<u>George Hatcher</u>	<u>30909</u>
22) <u>Robert Hatcher</u>	<u>Robert Hatcher</u>	<u>30909</u>
23) <u>Iony Howard</u>	<u>Iony Howard</u>	<u>30909</u>
24) <u>Zontia Gresham</u>	<u>Zontia Gresham</u>	<u>30815</u>
25) <u>Danny Brown</u>	<u>Danny Brown</u>	<u>30815</u>
26) <u>Grady Minor</u>	<u>Grady Minor</u>	<u>30815</u>
27) <u>Deadra Allura</u>	<u>Deadra Allura</u>	<u>30815</u>
28) <u>Bashad Gilyard</u>	<u>Bashad Gilyard</u>	<u>30815</u>
29) <u>Taritia McGhee</u>	<u>Taritia McGhee</u>	<u>30815</u>
30) <u>Dexter A. Ingram</u>	<u>Dexter A. Ingram</u>	<u>30906</u>
31) <u>Linda Williams</u>	<u>Linda Williams</u>	<u>30906</u>
32) <u>Joseph Wilcox</u>	<u>Joseph Wilcox</u>	<u>30906</u>



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

Item 14.

PRINT NAME:	SIGNATURE:	ZIP CODE:
1) Joyce Dunn	Joyce Dunn	30813
2) Cicely Signal	Cicely Signal	30906
3) Ann Tate	Ann Tate	30815
4) Ella Bringham	Ella Bringham	30815
5) Sandra George	Sandra George	30815
6) Valerie Jenkins	Valerie Jenkins	30815
7) Christine Pearson	Christine Pearson	30815
8) Jeremy Griffin	Jeremy Griffin	30815
9) Ruth Young	Ruth Young	30815
10) Tabatha Helms	Tabatha Helms	30815
11) Janice McMillian	Janice McMillian	30815
12) DelQuina Simmon	DelQuina Simmon	30815
13) Andy Garvey	Andy Garvey	30906
14) Livingston Hester	Livingston Hester	30906
15) Renee Nail	Renee Nail	30906
16) Jamie Shields	Jamie Shields	30909
17) Nahomy Ruiz	Nahomy Ruiz	30815
18) Ernest Harden	Ernest Harden	30815
19) Nicolas LO	Nicolas LO	30909
20) Jovanny Behman	Jovanny Behman	30906
21) Robert Parks	Robert Parks	30815
22) Lillie Walker	Lillie Walker	30815
23) Sherin Roberts	Sherin Roberts	30906
24) Betty Golden	Betty Golden	30906
25) Lizzie Simmons	Lizzie Simmons	30906
26) Ayleana Fisher	Ayleana Fisher	30906
27) Stephanie N. Golden	Stephanie N. Golden	30815
28) Delcyck Timmon	Delcyck Timmon	30815
29) Sherman Smith	Sherman Smith	30815
30) Darlene Myers	Darlene Myers	30815
31) Zachary Young	Zachary Young	30815
32) Vanessa A Schubert	Vanessa A Schubert	30906
33) Mariah Gibson	Mariah Gibson	30906





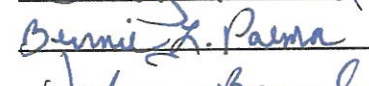
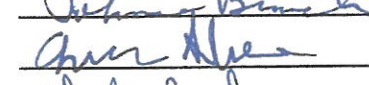
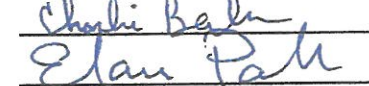
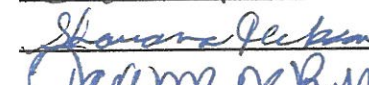
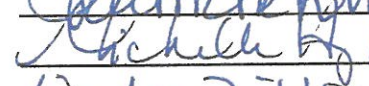
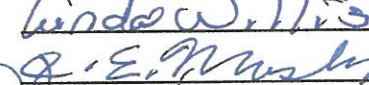

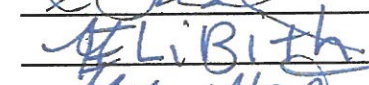

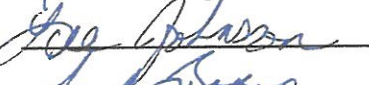
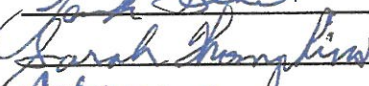

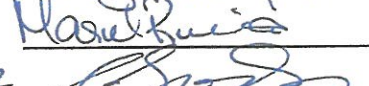
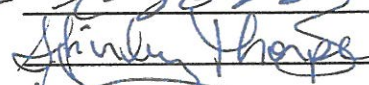

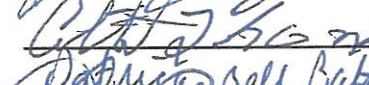
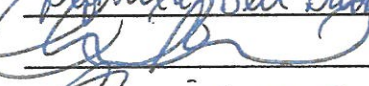



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

Item 14.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Kacee Batts		30815
2) Brigitte Holmes		30815
3) Stanley Russell		30815
4) Dennis Palmer		30815
5) Johnnie Branch		30815
6) Chris Sherfield		30815
7) Charlie Belton		30906
8) Elan Palm		30815
9) Shawana Jackson		30906
10) Jasmine Reeves		30815
11) Michelle Hughes		30815
12) Linda Willis		30815
13) Jeff Masley		30815
14) Christine Dixon		30815
15) Dena Larka		30706
16) <del>Jeff Masley</del>		30916
17) <del>Jeff Masley</del>		30916
18) Kawahga McFadden		30815
19) E.E. Johnson		30815
20) Franca Brown		30815
21) Sarah Thompson		30815
22) Crystal Ellison		30815
23) Dethene Henry		30906
24) Daniel Rivera		30815
25) Cameron Rodriguez		30815
26) Shirley Thorpe		30815
27) Helma Hanks		30906
28) Sammie Lewis		30906
29) <del>Johnnie Branch</del>		30906
30) Patricia Bell Battle		30815
31) Chandra Rowe		30815
32) Cordy Daniel		30815
33) <del>Johnnie Branch</del>		30906



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Faneem Blair	[Signature]	30815
2) Cienna Blair	[Signature]	30815
3) EDDIE C. CLEAVES	[Signature]	30815
4) MAURICE STEWART	[Signature]	30815
5) Lettie Jackson	[Signature]	30815
6) Terri Hawkins	[Signature]	30906
7) Patricia Jarvis	[Signature]	30906
8) Mich J Koss	[Signature]	30815
9) Sabrina Hugter	[Signature]	30815
10) Richard H. K	[Signature]	30815
11) ANTONIO LAMBERT	[Signature]	30906
12) BARRY JORDAN	[Signature]	30815
13) Veronica Jackson	[Signature]	30815
14) Shanta V. Davis	[Signature]	30815
15) Blana Kell	[Signature]	30815
16) Margaret Walker	[Signature]	30906
17) Carl Haecker	[Signature]	30904
18) Sonya Holmes	[Signature]	30904
19) Bernard Williams	[Signature]	30815
20) M. L. Hycle	[Signature]	30815
21) Tonya Turner	[Signature]	30815
22) Helen Palmer	[Signature]	30815
23) Alexis Richardson	[Signature]	30815
24) John Thompson	[Signature]	30815
25) KERRIE THOMAS	[Signature]	30815
26) Kai Williams	[Signature]	30906
27) Regina Mabry	[Signature]	30815
28) Everett Huggins	[Signature]	30815
29) Joseph R. Conner	[Signature]	30815
30) Charles Neal	[Signature]	30815
31) Paulette Turner	[Signature]	30815
32) Clem B. Brown	[Signature]	30815
33) Eric R. Drayton	[Signature]	30815




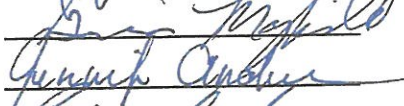
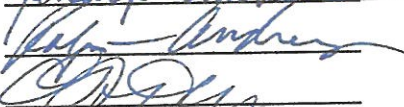
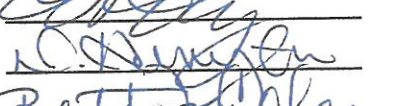
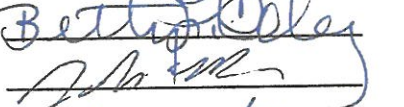
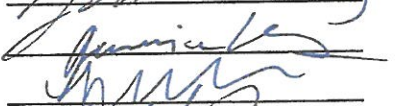
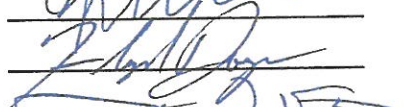
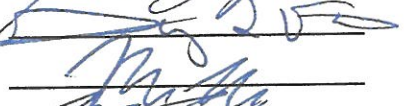
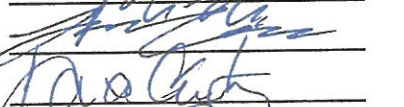


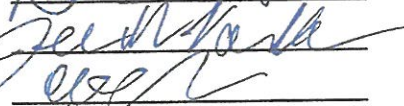
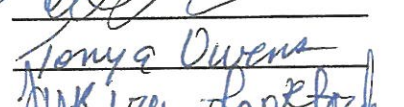
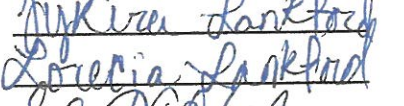
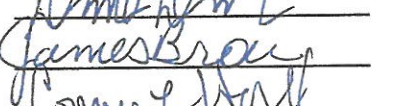
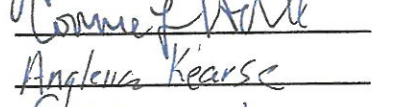
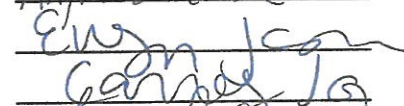
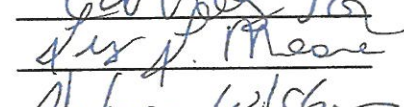
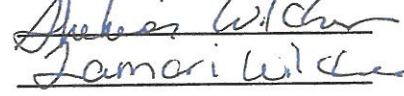


By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

Item 14.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Jeanne Pausch		30802
2) Gracie Mayfield		30815
3) Jennifer Andrews		30906
4) Robert Andrews		30906
5) Carolyn Story		30906
6) Joy Herrington		30906
7) Betty S. Coley		30815
8) Darzaya Lee		30815
9) Ramaria Lee		30815
10) Yasmine Hemphill		30815
11) Floyd Ponesan		30815
12) GAREN L. Oak		30815
13) Romie Mitchell		30906
14) LINDA B. GOS		30815
15) Tara Aubry		30815
16) Quindelyn Person		30815
17) Rashard Jones		30909
18) Dendres Darden		30815
19) Jennifer VanVlerah		30815
20) William Thompson		30815
21) Tonya Owens		30815
22) Lykera Lankford		30904
23) Loretia Lankford		30815
24) Jan Jackson		30901
25) JEFFREY DUNBAR		30815
26) James Brown		30815
27) Connie L. Hall		30906
28) Angela Kears		30815
29) Evelyn Jean		30815
30) Carrell Jones		30815
31) Terry T. Moore		30815
32) Shekela Wilcher		30815
33) Jamari Wilcher		30815



By signing this petition, we, only support the improvements for Diamond Lake Regional to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) Tometra Saunders		30906
2) Denise Saunders		30906
3) Wilbert Barrett		30815
4) Earnest McGee		30906
5) Lizzie McGee		30906
6) Jan Scott		30906
7) Alan Ballard		30906
8) Carmar Harris		30906
9) M. Chae Tanor		30906
10) Marion Pugh		30906
11) R. M. C. C. Ray		30906
12) Latonya Johnson		30815
13) Sonia Dixon		30906
14) Ronald Holmes		30906
15) AL Thomas		30815
16) Bobby Griffin		30905
17) Sherry Griffin-Thomas		30815
18) ANTONIA JOHNSON		30815
19) Yarnell Johnson		30815
20) Chad Blakston		29860
21) Angel Cannon		30906
22) James Tanner		29860
23) Patsy F. Tanner		29860
24) Hal Hae		29860
25) Brian Johnson		30909
26) Jessica Dant		30814
27) Michael Wynn		30809
28) Josh Boykin		29860
29) James Adams		29860
30) Sheryl Hawkins		29860
31) For E. E. E. E.		30107
32) Anna G. G.		30802
33) Pennie Williford		30907



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

Item 14.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Jacqueline Bostic	Jacqueline Bostic	30906
2) <del>James Bonds</del>	<del>James Bonds</del>	30909
3) Wayne Scott	Wayne Scott	30907
4) Jamal Gordon	Jamal Gordon	30906
5) Aisha Morgan	Aisha Morgan	30900
6) Tamarcus Normad	Tamarcus Normad	30909
7) Michelle Williams	Michelle Williams	30815
8) Tylin Vaughn	Tylin Vaughn	30830
9) Linda Dukes	Linda Dukes	30830
10) Jeff Womack	Jeff Womack	30904
11) Mary Robinson	Mary Robinson	30815
12) Andrew Robinson	Andrew Robinson	30815
13) Wilien Slount	Wilien Slount	30815
14) Guy A Weaver	Guy A Weaver	30906
15) Clayton Burke	Clayton Burke	30815
16) Rufus Jennings	Rufus Jennings	30815
17) William Allen	William Allen	30815
18) Berden Balem	Berden Balem	30813
19) Barbara May	Barbara May	30906
20) Pat Johnson	Pat Johnson	30904
21) Stevie Berry	Stevie Berry	30906
22) Terry Loo	Terry Loo	30906
23) Douglas Holloway	Douglas Holloway	30815
24) Robert Mason	Robert Mason	30906
25) Miriam Mason	Miriam Mason	30906
26) Samuel Bower	Samuel Bower	30906
27) Ruthie Mae	Ruthie Mae	30906
28) Donna Jones	Donna Jones	30815
29) Tim R Allen	Tim Allen	30901
30) Freddie Williams	Freddie Williams	30906
31) Jani Howell	Jani Howell	30906
32) Robert Bran	Robert Bran	30815
33) Terry Wilkerson	Terry Wilkerson	30906



By signing this petition, we, only support the improvements for Diamond Lake Regional to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) Bob Finnegan	Robert Finnegan	30906
2) Kevin Finnegan	K Finnegan	30906
3) Rafael Gaudy	Rafael Gaudy	30815
4) Roger Walker	Roger Walker	30815
5) Alvin Darrisew	Alvin Darrisew	30815
6) Ashley Rudolph	Ashley Rudolph	30906
7) Jimmy L. Terkins	Jimmy L. Terkins	30815
8) Ann E. Mims	Ann E. Mims	30906
9) Arnetra Gandy	Arnetra Gandy	30906/30815
10) Fastina Gainer	Fastina Gainer	30815
11) Wan H. M. Williams	Wan H. M. Williams	30907
12) James O. Johnson	James O. Johnson	30815
13) Jerry Washington	Jerry Washington	30815
14) Morgan McCoy	Morgan McCoy	30815
15) Robert Roundtree	Robert Roundtree	29831
16) Jessica Turner	Jessica Turner	30907
17) David L. Pugh	David L. Pugh	30906
18) Ernest L. English	Ernest L. English	30906
19) Robert James	Robert James	30815
20) Charlie Howard	Charlie Howard	30906
21) Amber Morris	Amber Morris	30909
22) Marie Marsh	Marie Marsh	30907
23) Janet D. Cook	Janet D. Cook	30909
24) Kassem Hashan	Kassem Hashan	30906
25) Edward Simpson	Edward Simpson	30906
26) Rodrick Howard	Rodrick Howard	30815
27) Michael Smith	Michael Smith	30906
28) Logan Stalton	Logan Stalton	30906
29) Lisa Wilson	Lisa Wilson	30815
30) James Tenton	James Tenton	30815
31) LADonna Willian	LADonna Willian	30906
32) Robert Strigales	Robert Strigales	30909
33) Willie H. Holt Sr	Willie H. Holt Sr	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIPCODE:

1) Kevin McElveen	[Signature]	30815
✓ 2) Kahlita Brown	[Signature]	30906
✓ 3) Annie Sutton	[Signature]	30906
✓ 4) Sarah Givens	[Signature]	30815
5) Billy Jones	[Signature]	30906
6) Ben Sutton	[Signature]	30906
7) Robert Overbar	[Signature]	30815
8) Melissa Ower	[Signature]	30815
9) Richard E Jones	[Signature]	30906
10) David Willis	[Signature]	30906
11) Timothy Runch	[Signature]	30815
12) Jailyn Moore	[Signature]	30906
13) Paula Dory	[Signature]	30805
14) Terry Best	[Signature]	30805
15) Hawatha Dumas	[Signature]	30906
16) Eric Vance	[Signature]	30830
17) Tyree Evans	[Signature]	30906
18) CREED JACKSON	[Signature]	30909
19) Tom Dentler	[Signature]	30815
20) Jameson Pressley	[Signature]	30906
21) Zachery King	[Signature]	30906
22) Carla Walker	[Signature]	30906
23) CARL ANDREWS	[Signature]	30909
24) Terence Brown	[Signature]	30906
25) MARGARET POWELL	[Signature]	30901
26) NORMAN MILLER	[Signature]	30906
27) Wayne Osborn	[Signature]	30906
28) John Brown	[Signature]	30815
29) Milagros Brown	[Signature]	30815
30) Hanni Caleb	[Signature]	30815
31) Deborah Lewis	[Signature]	30906
32) Michael Lewis	[Signature]	30815
33) Clarissa Nails	[Signature]	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) Steven Whighams		30815
2) Tavianus Benson		30906
3) Shelby Herpin		30906
4) Donald Mickens		30815
5) Beverly Mickens		30815
6) Lellie B. Collier		30815
7) Darnell Smothers		30815
8) David Reddick		30906
9) James Williams		30815
10) James E. Richardson		30815
11) Destiny Jackson		30906
12) Wakia McCladdie		30824
13) Mary Larkins		30815
14) Vilma D. Martinez		30815
15) Denise Washington		30815
16) Michelle Smith		30815
17) McKenzie, Shabazz		30815
18) W. V. Adams		30906
19) Christopher Hynes		30815
20) Lakesha Williams		30815
21) Willie B. Carter		30815
22) ERNEST HER		30815
23) Terlene McKie		30815
24) Doree Wilkin		30815
25) Jarheim Kendrick		30814
26) Precious Logan		30815
27) Jamal Logan		30815
28) Wanda Larmore		30815
29) Jermell Chester		30906
30) Maryn Chester		30906
31) Patricia Scott		30906
32) Leon E. Scott		30815
33) Douglas Shams		30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Suzanne Harrow	Suzanne Harrow	30906
2) Gladys Dean	Gladys Dean	30815
3) Deana Shade-Thomas	Deana Shade-Thomas	30815
4) Fredricha Walker	Fredricha Walker	30906
5) Charles Molder	Charles Molder	30815
6) Vernell Molder	Vernell Molder	30815
7) Antonio Lambert	Antonio Lambert	30906
8) Betty Washington	Betty Washington	30805
9) James Cox	James Cox	30815
10) Michael C. Pratt	Michael C. Pratt	30818
11) Robert Davis	Robert Davis	30906
12) Maria Carter	Maria Carter	30909
13) Wayne Garrett	Wayne Garrett	30815
14) David Swanson	David Swanson	30906
15) Mitchell Keith	Mitchell Keith	30815
16) Dennis Adams	Dennis Adams	30815
17) Darnice Jones	Darnice Jones	30815
18) Shana Morton	Shana Morton	30815
19) Shirley Dailey	Shirley Dailey	30906
20) Betty Thompson	Betty Thompson	30815
21) Lillie L. Williams	Lillie L. Williams	30815
22) Smith Leroy	Smith Leroy	30815
23) Smith Lisa	Lisa Smith	30815
24) Michael Williams	Michael Williams	30815
25) Janey Cobb	Janey Cobb	30815
26) George E. Cofer	George E. Cofer	30906
27) Correll Coleman	Correll Coleman	30905
28) Angela Jordan	Angela Jordan	30815
29) Larcha Sparr	Larcha Sparr	30906
30) Shalomaine Brown	Shalomaine Brown	30906
31) Alanzo Coleman	Alanzo Coleman	30906
32) Eliza Albury	Eliza Albury	30906
33) Brentten Shell	Brentten Shell	30906



By signing this petition, we, only support the improvements for Diamond Lake Regional to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) Mack Lovett	Mack Lovett	30815
2) Deborah Barge	Deborah Barge	30815
3) Keith McQuikert	Keith McQuikert	30906
4) Pamela Clark	Pamela Clark	30907
5) Brandon Clark	Brandon Clark	30815
6) Rachel Elmore	Rachel Elmore	30815
7) Mr. A. T. Henderson	A. T. Henderson	30815
8) Patrice Canty	Patrice Canty	30906
9) Crystal Kempf	Crystal Kempf	30904
10) Larry E. Gordon	Larry E. Gordon	30815
11) Carl Vancey	Carl Vancey	30906
12) Charles Loudmilk	Charles Loudmilk	30815
13) Kenneth Wright	Kenneth Wright	30815
14) Louis Pryor	Louis Pryor	30815
15) Latisha White	Latisha White	30815
16) Shemika Golphin	Shemika Golphin	30815
17) Tammie Weldon	Tammie Weldon	30815
18) Fletcher Weldon	Fletcher Weldon	30815
19) Brickia Benjamin	Brickia Benjamin	30815
20) Shanayse Smith	Shanayse Smith	30815
21) Nykatoria Smith	Nykatoria Smith	30815
22) Willie Jones	Willie Jones	30815
23) Julian Reddy	Julian Reddy	30906
24) Ella Matthias	Ella Matthias	30815
25) William O'Bryen	William O'Bryen	30815
26) Tavanisha Simpkins	Tavanisha Simpkins	30815
27) Curtis Taran	Curtis Taran	30906
28) Zakiriyah Murray	Zakiriyah Murray	30906
29) Christian Jones	Christian Jones	30901
30) Laisha Jackson	Laisha Jackson	30815
31) Wanda Weldon	Wanda Weldon	30906
32) Mark Winger	Mark Winger	30906
33) Johnson	Volita Stinson	30906



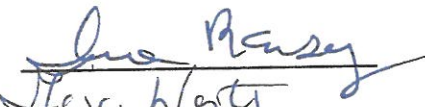
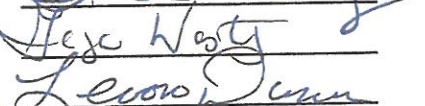
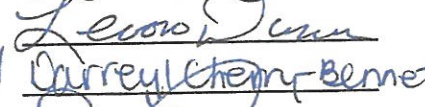
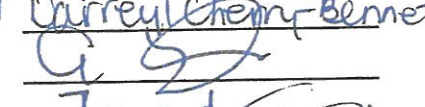
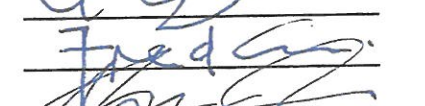
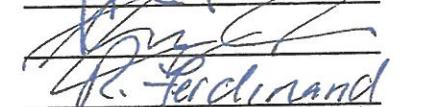
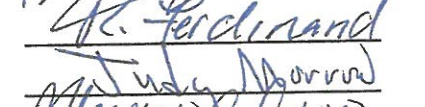
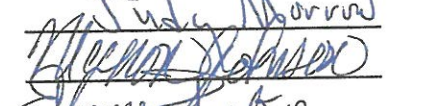
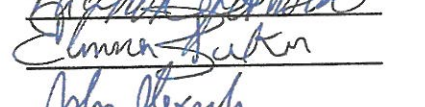
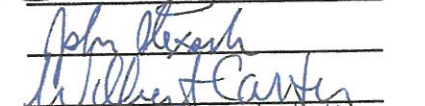
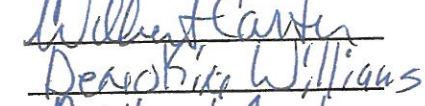
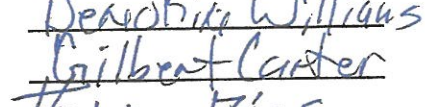
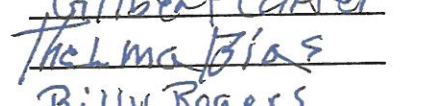
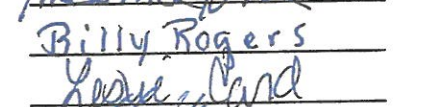
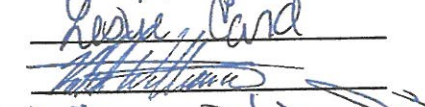
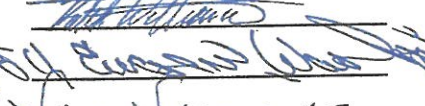
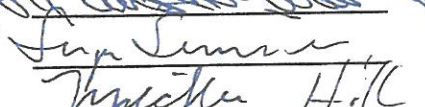
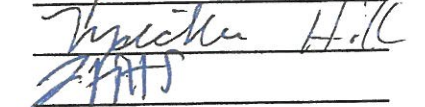
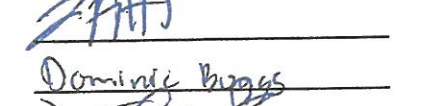
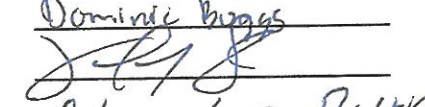
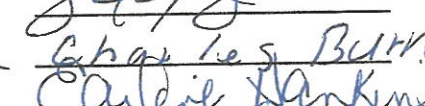
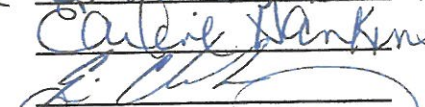
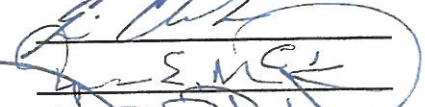

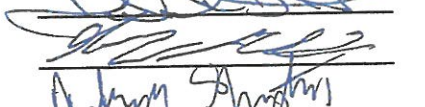
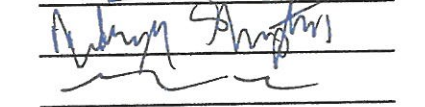




By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

Item 14.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) I've Ramsey		30815
2) George Westly		30906
3) Levon Dunn		30815
4) Warren Cherry-Bennett		30815
5) Carla Taylor		30906
6) Fred R. H.		30606
7) Joseph Smith		30606
8) Roddie Ferdinand		30815
9) Judy Menon		30815
10) Myron Johnson		30805
11) Emma Baker		30815
12) John Alexander		30906
13) Wilbert Carter		30906
14) Deborah Williams		30906
15) Gilbert Carter		30907
16) Thelma Bias		30815
17) Billy Rogers		30906
18) Leslie Card		30815
19) Keek Williams		30815
20) Eugene Washington		30906
21) Sonya Simmons		30906
22) Michele Hill		30906
23) Taniah Thompson		30906
24) Dominic Buggs		30906
25) Valerie Hughes		30815
26) Charles Beck		30906
27) Earline Hankins		30815
28) Eric Clark		30815
29) Harper McKinn		30815
30) Deborah Howard		30906
31) Anthony Shipton		30815
32) Rodrigue Shipton		30815
33) Tequila Ryan		30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIPCODE:

1) Cameron Christian	[Signature]	30815
2) Juan Vinas	[Signature]	30906
3) Diana Lawrence	[Signature]	30815
4) [Signature]	[Signature]	30815
5) Larry Brinson	[Signature]	30815
6) Betty Williams	[Signature]	30815
7) Rosa Brinson	[Signature]	30815
8) Kevin Galamb	[Signature]	30906
9) EARL SEALS	[Signature]	30906
10) Sharn Lee	[Signature]	30906
11) Chanell Jackson	[Signature]	30815
12) Janell McKinney	[Signature]	30815
13) Calhoun [Signature]	[Signature]	30907
14) [Signature]	[Signature]	30906
15) Margie Garner	[Signature]	30803
16) John Jackson	[Signature]	30815
17) Yvette Podack	[Signature]	30815
18) Charles March	[Signature]	30815
19) Keri Smith	[Signature]	30906
20) Crystal Palmer	[Signature]	30815
21) Hissie Bryson	[Signature]	30815
22) Mary O'Bryen	[Signature]	30815
23) Edward O'Bryen	[Signature]	30815
24) Dominatrice Stokes	[Signature]	30906
25) Keith Jamison	[Signature]	28405
26) Francesca McKnight	[Signature]	30815
27) Wendell L. Wyche	[Signature]	30906
28) [Signature]	[Signature]	30815
29) Alesia Garnett Brinson	[Signature]	30815
30) Anthony Glasco	[Signature]	30815
31) Nina Armstrong	[Signature]	30909
32) Tyrone E. Brin	[Signature]	30907



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIPCODE:

1) Larry Mann	Larry Mann	30815
2) Geraldine Kirk	Geraldine Kirk	30815
3) Eldon Byrnes	Eldon Byrnes	30901
4) Bessie Williams	Bessie Williams	30815
5) Willie Grace	Willie Grace	30
6) Vickie M. Hannah	Vickie Hannah	30477
7) Kenneth Butler	Kenneth Butler	30909
8) Jackie Bell	Jackie Bell	30815
9) Clarence Stidons Jr.	Clarence Stidons Jr.	30815
10) Cheray Lueker	Cheray Lueker	30815
11) Conrad Spence	Conrad Spence	30815
12) Joseph Green, Jr	Joseph Green	30815
13) Robert Ward	Robert Ward	30815
14) Randy Byrd	Randy Byrd	30815
15) Jay Wright	Jay Wright	30815
16) Earnest Turner	Earnest Turner	30815
17) Mary Parker	Mary Parker	30815
18) Laverne Betty	Laverne Betty	30906
19) Clara Berry	Clara Berry	30904
20) Kaitlyn Mikla	Kaitlyn Mikla	30815
21) Jamie Martin	Jamie Martin	30815
22) Janice Ruth	Janice Ruth	30815
23) Dorothy Wildes	Dorothy Wildes	30815
24) Wanda Stewart	Wanda Stewart	30815
25) Chanice Clark	Chanice Clark	29841
26) Keallie McGarvey	Keallie McGarvey	30815
27) Jamal Assalam	Jamal Assalam	30815
28) FRANK T FOWKES	Frank Fowkes	30906
29) Ashlee Letterer	Ashlee Letterer	30900
30) Terrence Wright	Terrence Wright	30904
31) Thomas McKinney	Thomas McKinney	30815
32) Valerie	Valerie	30906



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) Nyrah Sandholt		30906
2) Felicia Tuff		30815
3) Tony Howard		30815
4) Betty Howard		30815
5) Sam Fisher		30815
6) Tracy Crawford		30904
7) Gary Hayner		30906
8) Erica Washington		30815
9) Jallen Simpkins		30815
10) Sheshia Stanley		30815
11) Vincent Ruiz		30815
12) Jeff Ramsey		30815
13) Sylvia Ramsey		30815
14) Johnny D'Antigao		30815
15) WAYNE Taylor		32209
16) Shirley Moore		30904
17) Jordan Banner		30815
18) Demetrius Knight		30815
19) Gilberto Rivera		30904
20) Duan Mathieu		30906
21) Latasha Steed		30815
22) Foster Sanders		30805
23) Kadrice Blalock		30815
24) Anita Watkins		30815
25) Curtis Colman		30815
26) Tequila Mack		30906
27) Gerald Dawkins		30815
28) Carmen Battle		30815
29) Joan Leakes		30815
30) Johnny Houston		30815
31) Cara Brooks		30815
32) Dany Brown		30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

	PRINT NAME:	SIGNATURE:	ZIPCODE:
1)	Stander Soes	[Signature]	30815
2)	Jannie Johnson	[Signature]	30909
3)	Ridley Powell	[Signature]	30815
4)	Amanda Powell	[Signature]	30815
5)	James Bing	[Signature]	30815
6)	[Signature]	[Signature]	30815
7)	Jay Jackson	[Signature]	30815
8)	Jackson Johnny	[Signature]	30815
9)	Bernard Woods	[Signature]	30815
10)	Bobby D. Mayberry	[Signature]	30815
11)	Jennifer Snowbridge	[Signature]	30815
12)	Toshua Tchana	[Signature]	30906
13)	John Perez	[Signature]	30815
14)	Eric Jones	[Signature]	30815
15)	Antonio Devine	[Signature]	30906
16)	James Thomas	[Signature]	30815
17)	Vicki Lyons	[Signature]	30815
18)	Sylvia Durham	[Signature]	30815
19)	James Caldwell	[Signature]	30815
20)	Ashley Gibbs	[Signature]	30815
21)	Wynne Clark	[Signature]	30815
22)	Harold Allen	[Signature]	30815
23)	Matilda Martin	[Signature]	30815
24)	Guyon Graham	[Signature]	30815
25)	Beverly Mitchell	[Signature]	30815
26)	Calandra Bennett	[Signature]	30815
27)	JENNIFER COPELAND	[Signature]	30906
28)	Juan Valdez	[Signature]	30906
29)	Kimlee Gathers	[Signature]	30815
30)	Carly BS PP	[Signature]	30815
31)	Calvin Givens	[Signature]	30815
32)	Danice Hollen	[Signature]	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Christina McClain		30805
2) Larrence McClain		30805
3) Paul P. Thompson		30815
4) Chevonds Benge		27860
5) Brian Bush		30815
6) Margaret W. Arthor		30815
7) Heather E. Arthor		30815
8) Evelyn Thompson		30815
9) Tony Williams		30815
10) Kenneth Jones		30815
11) Catherine Harden		30904
12) Vern Shipper		30815
13) Allen Shipper Sr.		30815
14) Alberto Negreros		30815
15) Aki Shabazz		30906
16) Septhasha Fieldings		30815
17) Anthony Brown		30815
18) Kiondra Duhart		30815
19) Aurelie Cervier		30904
20) Paula Carpenter		30815
21) Daniel Ceum		30906
22) Eric Mason		30815
23) Michele O. Warr		30815
24) CARLOS MITCHELL		30901
25) Joyce Lovett		30815
26) Barbara Lovett		30412
27) Roberto Jones		30906
28) Gerald Hollins		30815
29) Sharon Williams		30815
30) Jaelin Smith		30815
31) JOHN CLANTON		30801



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Marcia Young	Marcia Young	30815
2) Kevin Foster	Kevin Foster	30906
3) Tasheta Magee	Tasheta Magee	30815
4) Nancy Mays	Nancy Mays	30815
5) Nathaniel Moore	Nathaniel Moore	30815
6) Michael Booker	Michael Booker	30815
7) Andrew Walker	Andrew Walker	30906
8) Danielle Waters	Danielle Waters	30906
9) Laverne McCook	Laverne McCook	30909
10) Cheryl Gray	Cheryl Gray	30907
11) William Pollock	William Pollock	30815
12) Carlos Hall	Carlos Hall	30815
13) Terry Johnson	Terry Johnson	30907
14) [Signature]	[Signature]	30906
15) Lupe Rivera	Lupe Rivera	30906
16) Cornelius Postell	Cornelius Postell	30815
17) Fortel A. Norman	Fortel A. Norman	30815
18) [Signature]	[Signature]	30815
19) [Signature]	[Signature]	30815
20) [Signature]	[Signature]	30906
21) Michael Winn	Michael Winn	30906
22) Clarence Little	Clarence Little	30815
23) Kadella Dawson	Kadella Dawson	30815
24) Ruth May	Ruth May	30815
25) Kate Watkins	Kate Watkins	30815
26) Joyce Howard	Joyce Howard	30815
27) Quinn Germany	Quinn Germany	30906
28) HARRIS, BRIAN	Brian Harris	30815
29) [Signature]	[Signature]	30815
30) Monica Terry	Monica Terry	30815
31) Sandra Graham	Sandra Graham	30815
32) Chloe Byrd	Chloe Byrd	30906



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) <u>Moses Todd</u>	<u>Moses Todd</u>	<u>30906</u>
2) <u>Earl B. Culver</u>	<u>Earl B. Culver</u>	<u>30815</u>
3) <u>Charles N. Utley</u>	<u>Charles N. Utley</u>	<u>30906</u>
4) <u>Sylvia S. Sims</u>	<u>Sylvia S. Sims</u>	<u>30815</u>
5) <u>Betty Jones</u>	<u>Betty Jones</u>	<u>30909</u>
6) <u>Michael Arthur</u>	<u>Michael Arthur</u>	<u>30815</u>
7) <u>Diane Jefferson</u>	<u>Diane Jeff</u>	<u>30906</u>
8) <u>Norman Ishman</u>	<u>Norman Ishman</u>	<u>30906</u>
9) <u>Tithiana Bautista</u>	<u>Tithiana Bautista</u>	<u>30909</u>
10) <u>Lorice Oakes Griffin</u>	<u>Lorice Oakes Griffin</u>	<u>30909</u>
11) <u>Bob G. Grayson</u>	<u>Bob G. Grayson</u>	<u>30813</u>
12) <u>Juliet Hampton</u>	<u>Juliet Hampton</u>	<u>30815</u>
13) <u>Lisa Williams</u>	<u>Lisa Williams</u>	<u>30901</u>
14) <u>Deborah Williams</u>	<u>Deborah Williams</u>	<u>30901</u>
15) <u>Dinah Williams</u>	<u>Dinah Williams</u>	<u>30901</u>
16) <u>Dinah Williams</u>	<u>Dinah Williams</u>	<u>30901</u>
17) <u>Marcella Fisher</u>	<u>Marcella Fisher</u>	<u>30809</u>
18) <u>Annie Stokes</u>	<u>Annie Stokes</u>	<u>29841</u>
19) <u>Ozell Woods</u>	<u>Ozell S. Woods</u>	<u>30815</u>
20) <u>Napoleon Jackson</u>	<u>Napoleon Jackson</u>	<u>30815</u>
21) <u>BARBARA CRAWFORD</u>	<u>Barbara Crawford</u>	<u>39339</u>
22) <u>Simmons, Ricky</u>	<u>Ricky Simmons</u>	<u>30906</u>
23) <u>Pamela Simmons</u>	<u>Pamela Simmons</u>	<u>30906</u>
24) <u>Aleeta Vinson</u>	<u>Aleeta Vinson</u>	<u>30344</u>
25) <u>Patricia Adams</u>	<u>Patricia Adams</u>	<u>30815</u>
26) <u>Walter Eberhardt Jr.</u>	<u>Walter Eberhardt Jr.</u>	<u>30815</u>
27) <u>Bryant Smith</u>	<u>Bryant Smith</u>	<u>30815</u>
28) <u>Kendra Jones</u>	<u>Kendra Jones</u>	<u>30915</u>
29) <u>Jack Bond Jr.</u>	<u>Jack Bond Jr.</u>	<u>30815</u>
30) <u>Bruce King</u>	<u>Bruce King</u>	<u>30815</u>
31) <u>Mandy Montgomery</u>	<u>Mandy Montgomery</u>	<u>30906</u>
32) <u>CONSTANCE BENJAMIN</u>	<u>Constance Benjamin</u>	<u>30815</u>



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) Shari Dixon	Shari Dixon	30906
2) David Seguin Jr.	David Seguin	30815
3) Jalica Sharpton	Jalica Sharpton	30906
4) Teddy Moon	Teddy Moon	30815
5) ANDREA M. LEE	Andrea M. Lee	30815
6) <del>Chadwick</del>	<del>Chadwick</del>	<del>30815</del>
7) BRYAN D FALLAW	Bryan D Fallaw	30906
8) Alice Fallaw	Alice Fallaw	30906
9) Kamesha Bradhe	Kamesha Bradhe	30815
10) Robert McClain	Robert McClain	30815
11) Jason Young	Jason Young	30906
12) Cherry Young	Cherry Young	30906
13) Kedar Bodie	Kedar Bodie	30815
14) Gary Bodie	Gary Bodie	30815
15) Stephanie Hackett	Stephanie Hackett	30906
16) Odessa Hammond	Odessa Hammond	30815
17) Darryl Hammond	Darryl Hammond	30815
18) Diana Pettie	Diana Pettie	30906
19) Cedric "	Cedric "	30906
20) DARRICK D. FRICK	DARRICK D. FRICK	30906
21) Yolanda Vinson	Yolanda Vinson	30906
22) Evelyn Burdick	Evelyn Burdick	30815
23) Jerry FAISOUBA	Jerry FAISOUBA	30815
24) Linda Duke	Linda Duke	30815
25) Cynthia & Mike Beard	Cynthia & Mike Beard	30815
26) Bonnie Celestey	Bonnie Celestey	30815
27) MICHAEL WILLIAMS	MICHAEL WILLIAMS	30815
28) Eugene Lowery	Eugene Lowery	30906
29) Minnie Bethel	Minnie Bethel	30815
30) Kathy Charous	Kathy Charous	30815
31) Richard E. Phillips	Richard E. Phillips	30815
32) Marian T. Brown	Marian T. Brown	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Roddey fair

2) ~~Simon~~ Simon murray

3) Antonette Kelly

4) Jally Lee

5) KENNETH R. Scott

6) Solomon, Jr. James M

7) James Rowell

8) MUTC, Johnny

9) Johnny Hampton

10) Harold M. Simons

11) Woodard James

12) Thomas Jones

13) Henry Clark

14) Tyrone Hodges

15) Michael S. Clark

16) Julia Brown

17) Bobby Brown

18) Cicerio Luke

19) JEFFREY T. HAMMONDS

20) Richard Hill J.

21) Johnny Chivers Jr

287H 22) GEORGE L WATSON

23) Thelma Howard

24) AARON Stewart

25) Mashell Y. Fashion

26) Oscar Williams

27) Marvin Hardx

28) Calvin Stevenson

29) Carl Lewis

30) Angela Lewis

31) Willie WILKIE GIVENS

32) Louise Wainwright

[Signature]

Simon murray

Antonette Kelly

[Signature]

Kenneth R. Scott

James M. Solomon

James Rowell

Johnny A. Mutch

Johnny Hampton

Harold M. Simons

James Woodard

[Signature]

Henry Clark

Tyrone Hodges

Michael S. Clark

Julia Brown

Bobby Brown

Cicerio Luke

Jeffrey T. Hammonds

Richard Hill J.

Johnny Chivers Jr

George L. Watson

Thelma Howard

Aaron Stewart

Mashell Y. Fashion

Oscar Williams

Marvin Hardx

Calvin Stevenson

Carl Lewis

Angela Lewis

Willie Wilkie Givens

Louise Wainwright

29803

30859

29860

30815

30815

30815

30815

30456

30815

30815

30815

30908

30907

30815

29803

29841

29841

30906

30907

30903

30815

30815

30907

30815

30815

706-306-8050

30815

30815

30815

30815

30815

30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Alisha Graham

A.C. [Signature]

30904

2) [Signature]

[Signature]

30815

3) Robert J. [Signature]

Robert J. [Signature]

30815

4) [Signature]

[Signature]

30812

5) [Signature]

[Signature]

30906

6) [Signature]

[Signature]

30906

7) Lloyd [Signature]

[Signature]

30815

8) Willie C. [Signature]

[Signature]

30815

9) ERNEST JAMES

[Signature]

30901

10) Charles J. [Signature]

[Signature]

30906

11) Lagane [Signature]

[Signature]

30904

12) [Signature]

[Signature]

30901

13) [Signature]

[Signature]

30901

14) DARYL GIBSON

[Signature]

30906

15) Herbert L. Coleman

[Signature]

30906

16) Valerie Coleman

[Signature]

30905

17) [Signature]

[Signature]

30901

18) Robert Key

[Signature]

30901

19) Willie J. Hamlin

[Signature]

30905

20) Willie C. Chagett

[Signature]

30816

21) Willie Mitchell

[Signature]

30815

22) Lee Menning, Sr.

[Signature]

30907

23) [Signature]

[Signature]

30909

24) BEN WALKER

[Signature]

30906

25) [Signature]

[Signature]

30909

26) Terrell W. Bailey

[Signature]

29842

27) Donald F. Francis

[Signature]

30813

28) [Signature]

[Signature]

30906

29) Eddie THOMAS

[Signature]

30909

30) James E. Buchanan

[Signature]

30909

31) James John

[Signature]

30909

32) [Signature]

[Signature]

29803



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Evelyn Brady Howard	Evelyn Brady Howard	30815
2) Donald S. Malwood	Donald S. Malwood	30815
3) Lee Abraham	Lee Abraham	30815
4) Rosa M. Rosier	Rosa L. Rosier	30815
5) Jonathan Ward	Jonathan Ward	30906
6) Tony Quinn	Tony Quinn	30501
7) Felix Wynn	Felix Wynn	30815
8) Just M. Meade	Just M. Meade	30815
9) Donald W. Gals	Donald W. Gals	30815
10) Travis Sampson	Travis Sampson	30815
11) Key De By	Key De By	30813
12) Terrie Hake	Terrie Hake	30909
13) Wanda Connor	Wanda Connor	30815
14) April Johnson	April Johnson	30815
15) Erin Tadlock	Erin Tadlock	30815
16) Charles Arthur	Charles Arthur	30815
17) Dyne' Cook	Dyne' Cook	30909
18) John W. Lamm	John W. Lamm	30815
19) Ronni Wells	Ronni Wells	30815
20) R. B. Lewis	R. B. Lewis	30906
21) Walter Cannon Sr.	Walter Cannon Sr.	30815
22) Marie Belknap	Marie Belknap	30815
23) Ann C. Smith	Ann C. Smith	30815
24) Virginia Ransom	Virginia Ransom	30906
25) Keith Beasley	Keith Beasley	30906
26) Audrey Wright	Audrey Wright	30906
27) Bobby Williams Jr.	Bobby Williams Jr.	30815
28) Walter E. Harker	Walter E. Harker	30815
29) Annie James	Annie James	30815
30) KASHAD DALL	KASHAD DALL	30815
31) LaKrisha Terrell	LaKrisha Terrell	30904
32) Ambrosia O. Smith	Ambrosia O. Smith	30906


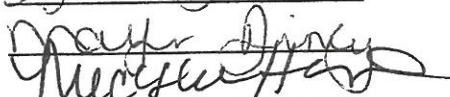
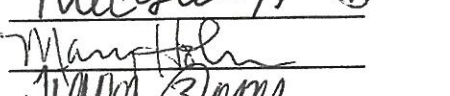
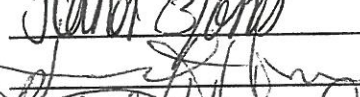

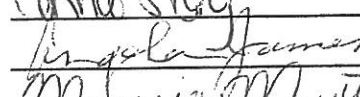
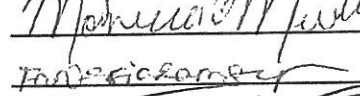
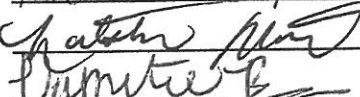
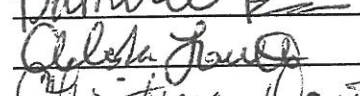
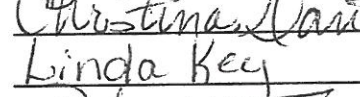
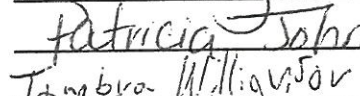
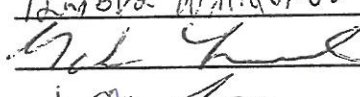
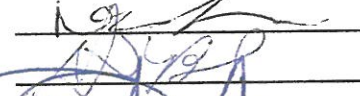
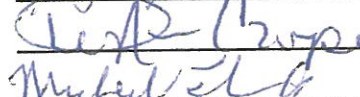
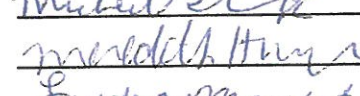
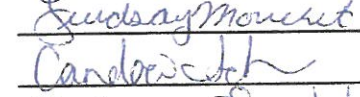
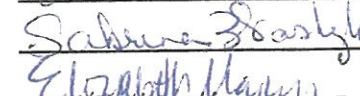
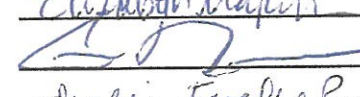
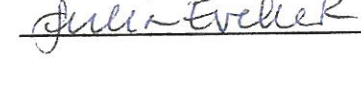




By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Shemika Rhodes		30909
2) Maura Jimenez		30909
3) NUCOSIA HAGMS		30904
4) Mary Holmes		30906
5) Tiana Jones		30906
6) Jennifer Howard		30815
7) Selinda Howard		30803
8) Carrie Stony		30901
9) Angela James		30906
10) Modestia Merritt		30904
11) Fantasia Ramsey		30906
12) Natasha Morman		29841
13) Darnette Brown		30901
14) Alesha Lorette		30909
15) Christina Daniels		30815
16) Linda Key		30815
17) Patricia Johnson		30906
18) Tamara Williamson		30906
19) Nate Lambert		30908
20) De'Jone Figueroa		30815
21) Dante Brisbane		30904
22) DeMarcus Cooper		30907
23) Michael Thomas		30809
24) Meredith Hawick		29841
25) Lindsay Mouchet		30815
26) Candace Schumann		30901
27) Sabrina Bashlyk		30809
28) Elizabeth Mayhew		30809
29) Karleen Daise		
30) Julia Evoker		

By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) Montresca Johnson	Montresca Johnson	30815
2) Sharon Franklin	Sharon Franklin	30909
3) Tamara Campbell	Tamara Campbell	30909
4) Kaitlyn Davidson	Kaitlyn Davidson	30809
5) Jiona Ricot	Jiona Ricot	30815
6) Olandia Lambert	Olandia Lambert	30906
7) Katherine Braxton	Katherine Braxton	30907
8) Andrew Blount	Andrew Blount	30906
9) Cheryl Owens	Cheryl Owens	30906
10) Nancy Ford	Nancy Ford	30906
11) LaQuana Davis	LaQuana Davis	30906
12) Yulonda Rouse	Yulonda Rouse	30906
13) Jacobische Pung	Jacobische Pung	30906
14) Jonathan Richardson	Jonathan Richardson	30909
15) Seabron Colbert	Seabron Colbert	30904
16) Darnell Moore	Darnell Moore	30906
17) Dianne Blount	Dianne Blount	30906
18) Richard Blount	Richard Blount	30909
19) Alison Hix	Alison Hix	30909
20) Shannon Rhodes	Shannon Rhodes	30909
21) Alicia Alvarezado	Alicia Alvarezado	30906
22) Stephanie Wight	Stephanie Wight	30909
23) Miranda Crocker	Miranda Crocker	30401
24) Carl Neely	Carl Neely	30815
25) Aundria Culchrest	Aundria Culchrest	30815
26) Mark Brinkman	Mark Brinkman	30813
27) Latasha Davis	Latasha Davis	30906
28) Alicia Wright	Alicia Wright	30909
29) Debra Fields	Debra Fields	30909
30) Pamela Parker	Pamela Parker	30909



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIPCODE:
1) Mary Williams		30815
2) Dawn Wile		30809
3) Cody Wingrave		30809
4) Walter Hawkins		30909
5) Brandon Perry		30909
6) Brianna Shew		30813
7) Ellis Shaw		29871
8) David Montgomery	David Montgomery	29841
9) Tamean Wilkerson	Tamean Wilkerson	30819
10) Sterr Barajas		30809
11) Jennifer Hughes	Jennifer Hughes	30427
12) Brittany Anderson	Brittany Anderson	30427
13) Kyle Anderson	Kyle Anderson	30427
14) Justin Floyd		30815
15) Jason Large		30815
16) Candy Large	Candy Large	30815
17) Tony Boney		30815
18) Donald Harman	Donald Harman	30815
19) Leterica Hall	Leterica Hall	30815
20) Hershe Pryor	Hershe Pryor	30815
21) Omar Calderon		30906
22) EDDIE HENRY		30815
23) MS Polnitz		30815
24) Aneka K. H. R.		30815
25) Alexis Hickory	Alexis Hickory	30815
26) Brilynn Antley	Brilynn Antley	30815
27) John Norton		30815
28) Tim Ryan		30815
29) JARVIS HOWE	Jarvis Howe	30815
30) Consuelo Garcia		30909
31) Caddy Carter	Caddy Carter	30815
32) Janet Ivey	Janet Ivey	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:	SIGNATURE:	ZIP CODE:
1) Carolyn Harris	Carolyn Harris	30909
2) Shirley Hill	Shirley Hill	30906
3) Chequasha Taylor	Chequasha Taylor	30906
4) Dora Williams	Dora Williams	30909
5) Everett Clark	Everett Clark	30815
6) Janice Taylor	Janice Taylor	30815
7) Johnny Hagms II	Johnny Hagms II	30904
8) Nigenercker	Nigenercker	30904
9) Rita Little	Rita Little	30904
10) Shalene Hickman	Shalene Hickman	30906
11) Janeshia Martin	Janeshia Martin	30815
12) Lavonne Williams	Lavonne Williams	30901
13) Arreanna Griffin	Arreanna Griffin	30900
14) Turneka Porter	Turneka Porter	30815
15) Elois M. Porter	Elois M. Porter	30906
16) Bessie Smallwood	Bessie Smallwood	30904
17) Cassandra Burgin	Cassandra Burgin	30906
18) Ivory Beard	Ivory Beard	30904
19) Brittney Andrews	Brittney Andrews	30904
20) Linda Reynolds	Linda Reynolds	30906
21) Linda Harris	Linda Harris	30906
22) Loretta Smith	Loretta Smith	30907
23) Doree Reed	Doree Reed	30907
24) Linda Williams	Linda Williams	30904
25) Lillie James	Lillie James	30813
26) Katrina Alberry	Katrina Alberry	30901
27) Doree Shaw	Doree Shaw	30906
28) Lucy Washington	Lucy Washington	30901
29) Althea Alberry	Althea Alberry	30901
30) Althea Howard	Althea Howard	30909
31) Kayla Edwards	Kayla Edwards	30907
32) Kayla Edwards	Kayla Edwards	30904



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Gilbert Howard	<i>Gilbert Howard</i>	30815
2) KENA H. TREVINS	<i>Kena H. Trevins</i>	30906
3) Ashley Thomas	<i>Ashley Thomas</i>	30909
4) James Smith	<i>James Smith</i>	30815
5) Bob Marshall	<i>Bob Marshall</i>	30906
6) Reyna Smith	<i>Reyna Smith</i>	30906
7) Constantine Jones	<i>Constantine Jones</i>	30906
8) Terrence Dye	<i>Terrence Dye</i>	30815
9) Timothy Lark	<i>Timothy Lark</i>	29831
10) GERMANE BOLTON	<i>GERMANE BOLTON</i>	30904
11) Owen Hill	<i>Owen Hill</i>	30815
12) Thomas Johnson	<i>Thomas Johnson</i>	30906
13) Ewendyn Moss	<i>Ewendyn Moss</i>	30901
14) Carolyn Swint	<i>Carolyn Swint</i>	31089
15) Lorie Wright	<i>Lorie Wright</i>	30906
16) Brynne Lovett	<i>Brynne Lovett</i>	30815
17) David Williams	<i>David Williams</i>	30815
18) Mich X. Ferguson	<i>Mich X. Ferguson</i>	30815
19) Mike Diaz	<i>Mike Diaz</i>	30815
20) Jordan Fields-Thomas	<i>Jordan Fields-Thomas</i>	30813
21) Tiffany Jenkins	<i>Tiffany Jenkins</i>	30815
22) Ragura Cummings	<i>Ragura Cummings</i>	30904
23) Monique Williams	<i>Monique Williams</i>	30901
24) Shaun Martin	<i>Shaun Martin</i>	30809
25) Jessica Castro-Almazan	<i>Jessica Castro-Almazan</i>	30815
26) Neshanda Kidd	<i>Neshanda Kidd</i>	30909
27) Jessica Carleton	<i>Jessica Carleton</i>	30901
28) Dian Smith	<i>Dian Smith</i>	30813
29) Linda Carter	<i>Linda Carter</i>	30815
30) Latasha Elam	<i>Latasha Elam</i>	30906
31) Kandice Clements	<i>Kandice Clements</i>	30904
32) Antoinette Walker	<i>Antoinette Walker</i>	30904



By signing this petition, we, only support the improvements for Diamond Lake Regional Park to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Jacqueline Washington	Jacqueline Washington	30909
2) Leake A. Jones	Leake A. Jones	30815
3) Dave Jackson	Dave Jackson	30809
4) Charles Holloway	Charles Holloway	30815
5) Nicole Holloway	Nicole Holloway	30901
6) Kaitel Brooks	Kaitel Brooks	30901
7) Kiana Brooks	Kiana Brooks	30909
8) Anna Williams	Anna Williams	30815
9) Marshayne Winfield	Marshayne Winfield	30909
10) George Davis	George Davis	30909
11) Jalen Davis	Jalen Davis	30813
12) Cynthia Watson	Cynthia Watson	30815
13) Joyce Niles	Joyce Niles	30815
14) Shaquana Heard	Shaquana Heard	30815
15) Charles Wigg &	Charles Wigg &	30815
16) Thompson Wigg	Thompson Wigg	30906
17) Caroline Wingham	Caroline Wingham	30909
18) Mary M. Johnson	Mary M. Johnson	30904
19) Bessie H. Young	Bessie H. Young	30909
20) M. O. Howard	M. O. Howard	30909
21) Adie Grubbs Williams	Adie Grubbs Williams	30909
22) Jerry Lee	Jerry Lee	30815
23) Esther Jackson	Esther Jackson	30815
24) Forward Young	Forward Young	30906
25) William McFarlin	William McFarlin	30906
26) Carol McFarlin	Carol McFarlin	30815
27) Shawn Parks	Shawn Parks	30815
28) Delois Palmer	Delois Palmer	30815
29) John Bennett	John Bennett	30815
30) Brian Bray	Brian Bray	30815
31) Harold L. Morrow	Harold L. Morrow	30815
32) Rachel Cowan	RACHEL COWAN	30815



By signing this petition, we, only support the improvements for Diamond Lake Regional to become a State-of-the-Art Park for the safety and well-being of our neighborhood.

Item 14.

PRINT NAME:

SIGNATURE:

ZIP CODE:

1) Shelia W. Paschal	Shelia W Paschal	30901
2) Delia Marshall	Delia Marshall	30909
3) Shelia Thompson	Shelia Thompson	30906
4) Eugene Dunbar	Eugene Dunbar	30906
5) David Tall	David Tall	30904
6) E. Smith	Heather Smith	30815
7) Sheila Soikau	Sheila Soikau	30815
8) Whitney Jones	Whitney Jones	30909
9) Teresa Brinson	Teresa Brinson	30907
10) Thomas Vandiver	Thomas Vandiver	30815
11) Jack Townsend	Jack Townsend	30809
12) Gloria Townsend	Gloria Townsend	30809
13) Pat Spaulding	Pat Spaulding	30909
14) Michelle Williams	Michelle Williams	30815
15) Vivian Morgan	Vivian Morgan	30815
16) Sam Carpenter	Sam Carpenter	30815
17) Bonnetta Warren	Bonnetta Warren	30815
18) Latasha Cauley	L. Cauley	30815
19) Eugene Cauley	E. Cauley	30815
20) Kathy Phillips	Kathy Phillips	30909
21) Roy Brantley	Roy Brantley	30815
22) Yvonne Spriggs	Yvonne Spriggs	30813
23) Joyce Washington	Joyce Washington	30815
24) Bradford Washington	Bradford Washington	30815
25) Hilda Anderson	Hilda Anderson	30815
26) Latoya Anderson	Latoya Anderson	30815
27) Stephen Waters	Stephen Waters	30909
28) Keith Vandiver	Keith Vandiver	30906
29) Valerie McZeal	Valerie McZeal	30906
30) Marylin Cunningham	Marylin Cunningham	30815
31) Daron Cunningham	Daron Cunningham	30815
Jonika Walker	Jonika Walker	30815



## Administrative Services Committee Meeting

Meeting Date:

2025 – Utilities-Construction – Bid #25-164

<b>Department:</b>	Central Services – Fleet Management
<b>Presenter:</b>	Ron Lampkin; Interim Central Services Director
<b>Caption:</b>	Motion to approve the purchase of one skid steer loader, at a total cost of \$80,820 from Bobcat of Augusta for the Augusta Utilities Department. (ITB 25-164)
<b>Background:</b>	The Augusta Utilities Department is requesting the purchase of a skid steer loader. The equipment is used to support removal of debris and trees, road grading and material handling for various construction projects.
<b>Analysis:</b>	The item was bid per the requirements of the August Procurement Code for a Skid Steer. Invitations to bid were sent to 16 vendors with 3 compliant bids received. Bobcat of Augusta's bid offer is the lowest compliant bid that meets all the requirements of the specifications.
<b>Financial Impact:</b>	Funding in the amount of \$80,820 is available in the following accounts: <ul style="list-style-type: none"> <li>• 506-04-3410/54-22510</li> </ul>
<b>Alternatives:</b>	(1) Approve (2) Do not approve
<b>Recommendation:</b>	Motion to approve the purchase of one skid steer loader, at a total cost of \$80,820 from Bobcat of Augusta for the Augusta Utilities Department.
<b>Funds are available in the following accounts:</b>	506-04-3410/54-22510
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



### Invitation to Bid

Sealed bids will be received at this office until **Monday, April 21, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: 822 6972 2071; Passcode: **25164** for furnishing:

**Bid Item #25-164 2025/2026 Skid Steer for Augusta, GA – Central Service Department – Fleet Management Division**

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

Darrell White, Interim Procurement 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](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Friday, April 4, 2025 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No 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: Darrell White, Interim Procurement Director  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

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

DARRELL WHITE, INTERIM Procurement Director

Publish:

Augusta Chronicle	March 13, 20, 27, 2025 and April 3, 2025
Metro Courier	March 13, 2025



Bid Opening: Bid Item #25-164  
 Skid Steer for Augusta, GA-  
 Central Services – Fleet Management  
 Bid Due: Monday, April 21, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 16

Total Number Specifications Download (Demandstar): 3

Total Electronic Notifications (Demandstar): 43

GA Procurement Registry: 893

Total packages submitted: 5

Total Non-Compliant: 2

VENDORS	J & B Tractor Co, Inc. 3585 Mike Padgett Hwy Augusta, GA 30906	Bobcat of Augusta 2803 Wylds Road Augusta, GA 30909	Yancey Bros. 4165 Mike Padgett Hwy Augusta, GA 30906	Siak Enterprise LLC 901 Hampton Hill Court Lawrenceville, GA 30044	Wade Tractor & Equipment, Inc. 1218 Enterprise Way Griffin, GA 30224
Attachment B	INCOMPLETE NON-COMPLIANT	YES	YES	YES	YES
E-Verify Number	515905	705362	1463813	2516665	NO NON-COMPLIANT
SAVE Form	YES	YES	YES	YES	YES
Exceptions	NO	YES	NO	NO	NO
14.00 Optional Attachments					
14.01 Scrap Grapple Bucket, 81"	\$4,700.00	\$4,950.00	\$5,825.00	\$6,919.69	\$5,715.00
BIDDER OFFER					
Year:	2025	2025	2025	2025	\$2,025.00
Make:	KUBOTA	BOBCAT	CATERPILLAR	KUBOTA	New Holland
Model:	SVL97-3	T770	27SXE	SVL97-2	91804873
Total Bid Price	\$74,000.00	\$75,870.00	\$112,523.00	\$76,502.53	\$73,279.52
Approximate Delivery Time:	60-90 DAYS	WITHIN 60 DAYS OF PO	THREE MONTHS OR SOONER	7 DAYS	Not Given





## Procurement Department

Mr. Darrell White, Interim Director

May 1, 2025

Mailed & Emailed ([chuck.abney@borderequipment.com](mailto:chuck.abney@borderequipment.com))

Bobcat of Augusta  
 Chuck Abney, Governmental Sales Manager  
 2803 Wylds Rd.  
 Augusta, GA 30909

REF: BID Item #25-164 2025/2026 Skid Steer  
 for Augusta, Georgia – Central Services Department-Fleet Management  
 BID Due: Friday, April 18, 2025 @ 11:00 a.m. via ZOOM

Dear Mr. Abney:

Thank you for your BID response in reference to BID Item #25-164. The department has reviewed the compliant submittals and has recommended your company as the vendor of choice for the award of BID Item #25-164 2025/2026 Skid Steer. Per the requirements in the specifications, please return the following requested forms to our office.

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. Homeland Security's E-Verify Memorandum of Understanding (MOU)
4. Copy of Your State/Local Business License for your Company

Please find enclosed a copy of the first two forms that you are required to complete. The MOU is obtainable from your E-verify account. We are requesting that you return the forms **no later than 5:00 p.m. on Thursday, May 8, 2025**. Please submit the required forms in a sealed envelope entitled "Required Forms for BID Item #25-164 2025/2026 Skid Steer." Your envelope should be addressed to the attention of:

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

Should you have any questions concerning this request, please do not hesitate to contact me at 706-821-2422.

Sincerely,

Darrell White  
 Interim Procurement Director

DW/jm

Attachment

cc: Ron Lampkin, Central Services Department

Suite 605 - 535 Telfair Street, Augusta Georgia 30901  
 (706) 821-2422 - Fax (706) 821-2811

[www.augustaga.gov](http://www.augustaga.gov)

Register at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for automatic bid notification



Scan this QR code with your  
 smartphone or camera equipped  
 tablet to visit the Augusta, Georgia



## NOTICE TO ALL VENDORS

**ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS**

### PLEASE READ CAREFULLY:

**Attachment B** is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

**Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.**

**Business License Requirement:** Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

**Acknowledgement of Addenda:** You Must acknowledge all Addenda. See Page 1 of Attachment B.

**E-Verify \* User Identification Number (Company I.D.)** The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

**Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)**

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: 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.

### **WARNING:**

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

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

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.





**GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT:** **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. For additional information or to enroll your company, visit the State of Georgia website: <https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf)

CONTRACTOR'S NAME:	
SUBCONTRACTOR'S (YOUR) NAME	
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	

### **SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ( name of contractor) on behalf of AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**Federal Work Authorization User Identification Number:** E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

\*\*\*\* (Provide E-Verify Number Here) \*\*\*\*

Date of Authorization

(NOTE: Registered date can be found on MOU)

Name of Subcontractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent of Contractor)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**Notary Public**

**My Commission Expires:**

**NOTARY SEAL**

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

**Note:** The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.



In accordance with the Laws of Georgia, the following affidavit is required by all vendors

### NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, \_\_\_\_\_ certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Notary Public: \_\_\_\_\_ (Print Name)

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ **NOTARY SEAL**

***NOTE: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.***



**J & B Tractor**  
**3585 Mike Padgett Hwy, Augusta,**  
**GA 30906**

**AG-Pro**  
**1377 Dogwood Drive SW**  
**Conyers, GA 30012**

**Reliable Equipment Rental**  
**4001 Washington Rd**  
**Augusta, GA 30907**

**Blanchard Equipment Co.**  
**4266 Belair Frontage Rd.**  
**Augusta, GA 30909**

**United Rentals**  
**4316 Belair Frontage Road**  
**Augusta GA 30906**

**Low Country JCB**  
**1008 Highway 80E**  
**Pooler, GA 31322**

**Jenkins Tractor Company**  
**3585 Mike Padgett Highway**  
**Augusta, GA 30906**

**Stith Tractor & Equip Co.**  
**3809 Old Savannah Road**  
**Augusta, GA 30809**

**Rhinehart Equipment Co.**  
**3556 Martha Berry Hwy**  
**Rome, GA 30165**

**Hills Machinery**  
**1014 Atlas Way**  
**Columbia, SC 29209**

**Bobcat of Augusta**  
**2803 Wylds Road**  
**Augusta, GA 30909-4449**

**Flint Equipment Company**  
**1900 William Few Parkway**  
**Grovetown, GA 30813**

**Hills Machinery**  
**1014 Atlas Way**  
**Columbia, SC 29209**

**Yancey Brothers Company**  
**4165 Mike Padgett Highway**  
**Augusta, GA 30906**

**Vermeer Southeast**  
**1320 Gresham Road**  
**Marietta, GA 30062**

**Ditch Witch of Georgia**  
**5430 GA Highway 85**  
**Forest Park, GA 30297**

**Ron Lampkin**  
**Central Services**

**Kaycee Braswell**  
**Fleet Management**

**Phyllis Johnson**  
**Compliance**

**BID ITEM #25-164 SKID STEER for**  
**AUGUSTA, GA – CENTRAL SERVICES**  
**DEPARTMENT /FLEET MANAGEMENT**  
**DUE: FRIDAY, APRIL 18, 2025 @ 11:00**  
**A.M.**

**BID ITEM 25-164 SKID STEER for**  
**AUGUSTA, GA – CENTRAL SERVICES**  
**DEPARTMENT /FLEET MANAGEMENT**  
**MAIL DATE: 3/13/25**

**Tywanna Scott**

---

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Thursday, March 13, 2025 1:20 PM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000110

Dear Tywanna Scott,  
 tscott@augustaga.gov

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

**Event Number: PE-72155-NONST-2025-000000110**

**Event Title: 25-164 Skid Steer**

**Event Type: Non-State Agency**

**Process Log**

2025/03/13 13:13:12 : Log starts for - 25064063 - EVENT\_RELEASE\_TO\_SUPL  
 2025/03/13 13:13:17 : Email Process Log for the Event#: PE-72155-NONST-2025-000000110  
 2025/03/13 13:13:17 : Email Batch# 2503139427  
 2025/03/13 13:13:17 : Notification Type: EVENT\_RELEASE\_TO\_SUPL  
 2025/03/13 13:14:30 : Bad Email not sent to smaddox@deltalandscape.com or smaddx@yahoo.com of DELTA LANDSCAPE SUPPLY OF GA INC  
 2025/03/13 13:15:45 : Bad Email not sent to jm baker2019@gmail.com of BAKER, MARK  
 2025/03/13 13:16:13 : Bad Email not sent to AMARSHALL@AIMTRACCO.COM of PROGRESSIVE SOLUTIONS HOLDINGS INC  
 2025/03/13 13:19:01 : Total No of Contacts found for sending Email: 893  
 2025/03/13 13:19:01 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000110&sourceSystemType=gpr20>

03/13/2025 01:19:01 PM

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



## Planholders

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

### Supplier (3)

**Supplier** **Download Date**

Dodge Data

03/13/2025

H &amp; H Concrete Finishing

03/19/2025

Onvia, Inc. - Content Department

03/14/2025

[Add Supplier](#)

### Supplier Details

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

### Documents

Filename	Type	Action
25-164_ITB	Bid Document / Specifications	<a href="#">View</a> <a href="#">History</a>



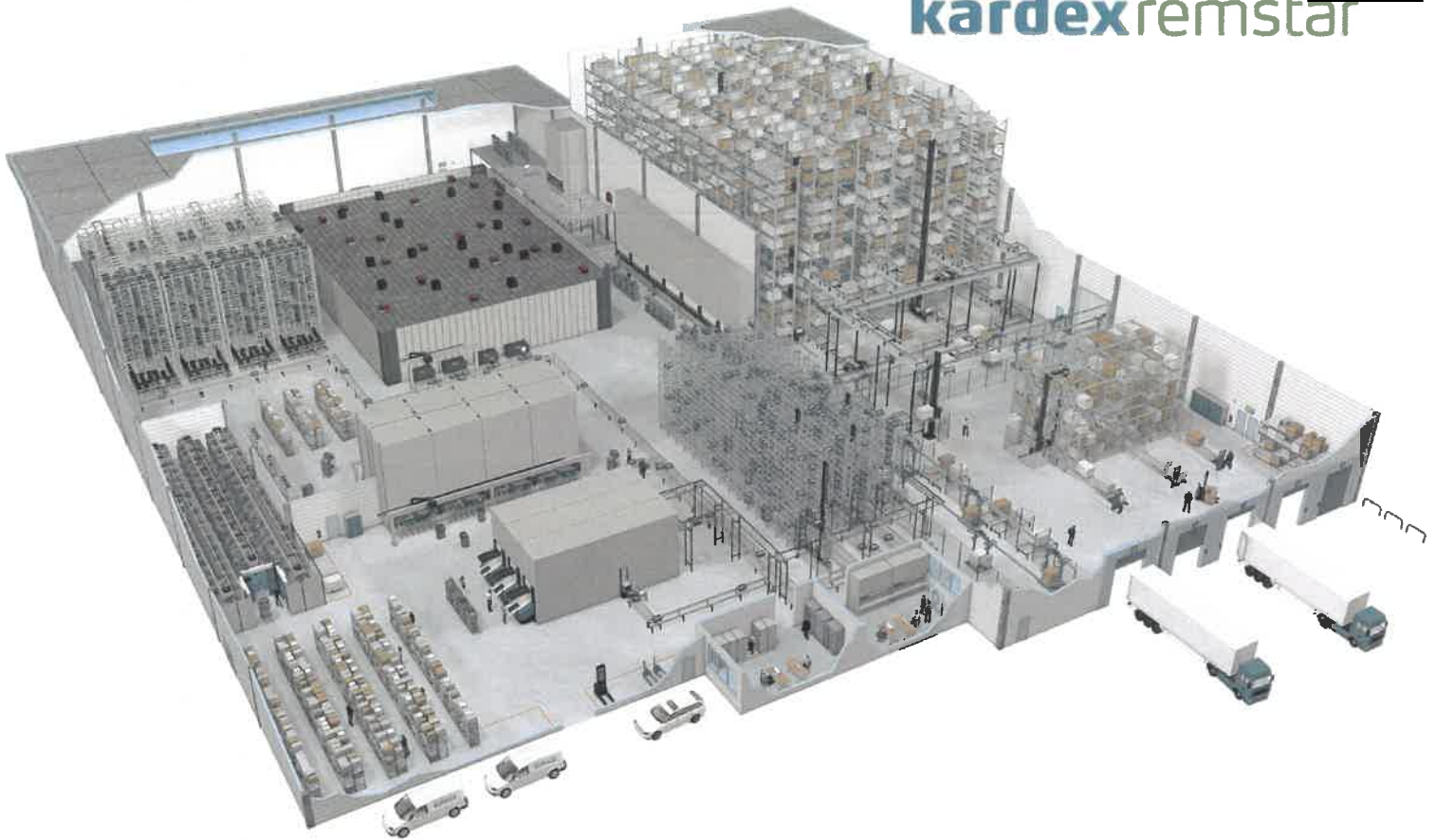
### Administrative Services Committee Meeting

Meeting Date: May 13, 2025

Augusta Procurement Department

<b>Department:</b>	Augusta Procurement Department – Purchase of Kardex Remstar Megamat Office Vertical Carousel
<b>Presenter:</b>	Darrell White, Interim Director
<b>Caption:</b>	Motion to approve the purchase of one (1) Kardex Remstar Megamat Office Vertical Carousel in an amount not to exceed \$60,000.00 for the Augusta Procurement Department.
<b>Background:</b>	<p>The purpose of this project is to replace the Kardex Office Vertical Carousel machine currently in use by the Procurement Department.</p> <p>The current machine is over 20 years old and parts for the machine are no longer available. The machine is frequently inoperable due to its age, and it cannot be repaired. The machine is a necessity for the Procurement Department due to the large number of files that the department must keep on hand to carry out its day-to-day operations.</p> <p>Other Richmond County Departments have expressed a need for the same type of machine, as their machines are also 15-20 years old and frequently in need of repairs which can no longer be made due to the unavailability of the necessary parts.</p>
<b>Analysis:</b>	We have received a proposal from Kardex Remstar to replace our current machine. The price quoted is \$50,896.55 which includes installation, freight, and tariffs. The Vertical Carousel will be purchased through Sourcewell under Augusta-Richmond County's account.
<b>Financial Impact:</b>	The funds for the Vertical Carousel will be taken from the Augusta-Richmond County capital expenditures account.
<b>Alternatives:</b>	To deny.
<b>Recommendation:</b>	Recommend Approval.
<b>Funds are available in the following accounts:</b>	272016410-5423210
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## Megamat Office Vertical Carousel Proposal for: City of Augusta

Procurement Department Filing Carousel

Date Prepared: 04 / 15 / 2025

**Created by:**

Robert Horton  
Kardex Remstar, LLC  
robert.horton@kardex.com  
8644340049

**Prepared for:**

Darrell White  
City of Augusta

649531 Augusta Procurement

City of Augusta  
Attn: Darrell White  
535 Telfair Street, Suite 605  
Augusta, GA 30901

**Subject: Procurement Department Filing Carousel**

Thank you for your interest in our products and services. We are pleased to present a proposal for replacing the existing Lektriever vertical filing carousel. Below is a summary of the proposed Vertical Carousel (VC), along with detailed specifications and pricing included further in this proposal.

This revision addresses potential tariff charges that may apply to your purchase. As this is a variable situation, if a tariff surcharge does apply, we will only charge you for the actual costs incurred. We are working to source as many components as possible from within the U.S. to help mitigate the impact of tariffs; however, much of the carousel still needs to be sourced from our factory in Bellheim, Germany. Additionally, we have changed the freight terms to a "Not to Exceed" (NTE) amount of \$3,800.00, as shown on the pricing page. We feel confident in this NTE pricing based on the shipping costs our logistics department is currently observing. If the actual freight cost is less than the amount stated, we will invoice you for the actual amount.

We have removed the features pages from this proposal for brevity. The features are displayed in the previous version and remain the same with this offer.

This proposal is based on the Sourcewell contract we discussed. Please note that our marketing team has changed the name of the machine from Lektriever to Megamat. Rest assured, it is still the same machine, just under a new name.

Megamat Vertical Carousel, Model 125-1411S

Qty. 1

Overall Unit Size: 103.54" W x 47.32" D x 95.48" H

14 Legal lateral carriers for side tab folders

Carrier dimension: 89.37" W x 15.19" D x 10.23" H Clear, 242 lbs. per Carrier

Total of 1,246 LFI Provided

Two-year parts & labor warranty

In addition to the carousel above, we are offering the option to remove the existing Lektriever, along with pricing for additional years of warranty, which can be extended to a total of five years.

This quotation is valid for three months from the date above. The Sourcewell and our standard payment and delivery terms apply, which you will find included in the proposal to follow. Your Sourcewell member number is 38869, assigned to Augusta Richmond County Consolidated Government.

We hope that our quotation meets your expectations. If you have any questions, please do not hesitate to contact our team at any time.

Regards,



Robert Horton  
Area Sales Manager  
Kardex Remstar, LLC



# Table Of Contents

## Scope & Supply

### Pricing

### Project Timeline

### System Drawings / Layouts

### Division of Project Responsibilities

## Warranty Program

## Terms & Conditions

## TERMS & CONDITIONS

This document contains information that is proprietary to Kardex Remstar, and the customer identified herein. Reproduction and distribution of this document is restricted for exclusive use by the above named entitled. The information contained herein is subject to change without notice, and shall supersede information in similar documents produced for the above named entity. Warranties governing the suitability and contents, whether expressed or implied, are limited to use of this document in the manner in which it is intended, as described herein. Kardex Remstar makes no warranties for consequential or incidental damages connected with the furnishing and use of this material.

# Scope & Supply Pricing

Quote/Proposal ID #: 649531 Augusta Procurement

Name	Price	QTY	Discount	Subtotal
<b>Lektirever Vertical Carousel Model: 125-1411S</b> <ul style="list-style-type: none"> <li>Overall Unit Size: 103.54" W x 47.32" D (+11.82"D for stainless steel work counter) x 95.48" H</li> <li>14 Legal lateral carriers for side-tab folders</li> <li>Carrier dimension: 89.37" W x 15.19" D x 10.23" H Clear, 242 lbs. per Carrier</li> <li>T0 Controller Located in Work Counter</li> <li>Access Opening Light-LED</li> <li>Manual Handcrank for emergency access during power outage</li> <li>Mechanically Adjustable Work Counter with Light Gray Top</li> <li>110V @ 16A Single Phase Power</li> <li>1,246 LFI Provided Per Unit</li> <li>Two-year parts &amp; labor warranty</li> </ul>	\$54,847.00	1	-\$21,527.45	\$33,319.55
<b>Mechanical Equipment Installation</b> <ul style="list-style-type: none"> <li>Includes all equipment and labor to unload, stage, and install the above carousel</li> <li>Three (3) Preventative Maintenance visits on six month intervals included</li> </ul>	\$13,777.00	1	\$0.00	\$13,777.00

\$47,096.55

## Optional Items (Not Included In Pricing Unless Box is Checked)

<input type="checkbox"/> <b>Tear out and removal of existing Lektirever Carousel</b> <ul style="list-style-type: none"> <li>Removal of carousel from building</li> <li>The removal is to be performed at the same time as the installation of a new VC</li> <li>Does not include the unloading, storage, or loading of materials within the carousel</li> </ul>	\$5,907.00	1	\$0.00	\$5,907.00
<input type="checkbox"/> <b>Additional Year of Warranty</b> <ul style="list-style-type: none"> <li>Must be ordered with machine</li> <li>Includes two (2) preventative maintenance visits per year</li> <li>Priced per year; Three year extension of standard warranty limit</li> </ul>	\$3,998.00	1	\$0.00	\$3,998.00

\$0.00

Subtotal \$47,096.55

Freight (Not to exceed) \$3,800.00

**Total \$50,896.55**



## Exceptions/Limitations/Disclaimers/Clarifications

- Mechanical and electrical installation to be non-union unless otherwise specified.
- Delay of work due to site obstructions, lack of electrical power, etc. could result in additional charges.

### Delivery Schedule

All equipment will be scheduled to ship 16-19 weeks after receipt of purchase order.

### Invoicing, Freight & Payment Terms

All freight is F.O.B. Factory (Westbrook, ME US) Pre-Pay & Add Actual Costs

Standard terms: Net 30 day payment terms

All above pricing is good for 90 days.

Prices and terms are not subject to verbal changes unless approved in writing by the seller.

Should the buyer cancel before completion, he will assume responsibility for all work performed prior to receipt of written cancellation.

Terms inconsistent with those stated therein which may appear on the purchaser's formal order will not be binding to the seller.

Please see our full terms and conditions in the Appendix section for more details.

### TAXES

The prices given do not include any Federal, State, or local taxes based upon or measured by sales or use. Taxes in effect at the time of shipment will be billed separately and will be due and payable within thirty (30) days of shipment.

### GOVERNMENT IMPOSED TARIFF'S

On April 3, 2025, the US Government implemented tariffs that will increase the landed cost of Kardex Remstar products. The newly imposed tariffs will impact all products manufactured in Germany. These tariffs are collected upon entry into the United States.

The following tariffs are being monitored:

Effective April 5th, 2025 a government-imposed baseline tariff of 10% on finished goods.

Effective April 9th, 2025 a government-imposed reciprocal tariff of 20% (total) on finished goods.

**\*NOTE: The reciprocal tariff is currently paused for 90 days from April 9th, 2025 by the US Government but is subject to change again without notice.**

However difficult, these unprecedented government-imposed tariffs constitute circumstances beyond our control and necessitate an additional fee for the tariff cost in order to maintain our quality standards and service levels. Due to these circumstances beyond our control, Kardex Remstar will be adding a tariff adjustment to any final invoices for new equipment and spare parts.

We will continue to monitor developments regarding these tariffs, and should the situation change, Kardex Remstar will make the appropriate adjustments as needed. If a tariff is not charged on your goods by the US Government a tariff adjustment **WILL NOT** be made on any invoicing.

We value your continued partnership and appreciate your understanding as we navigate the evolving economic landscape.

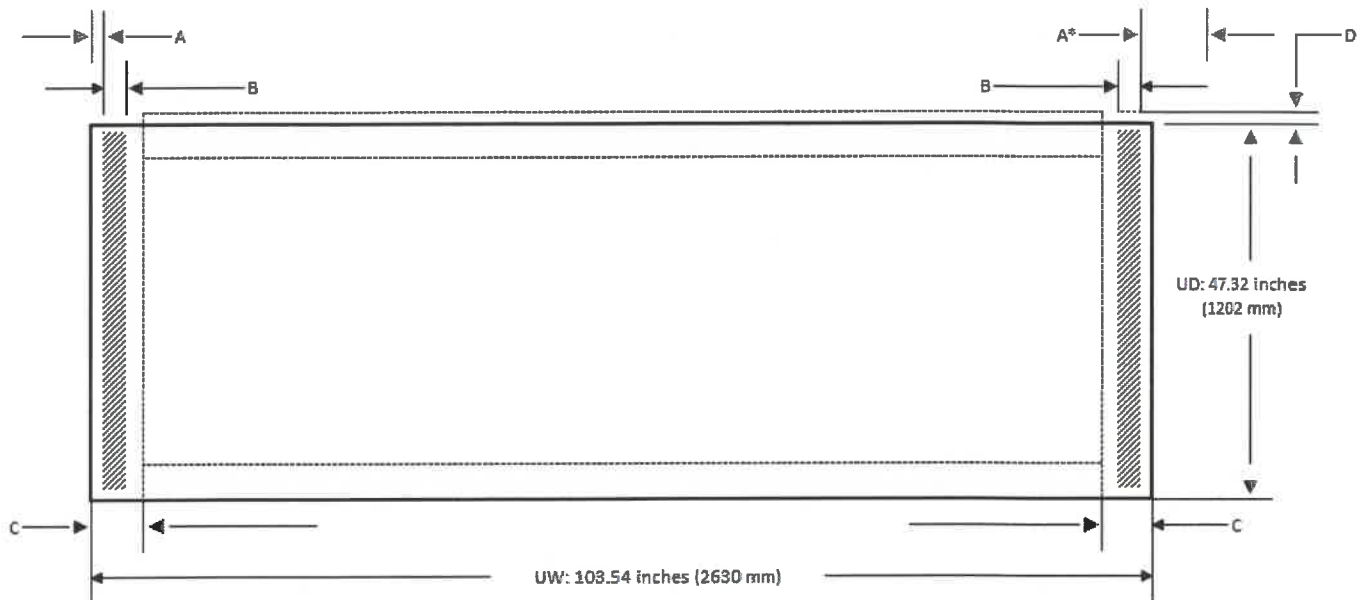
## Project Timeline

Milestone	Approximate Time To Complete
Product Delivery (After Receipt of Order)	16-19 Weeks
Equipment Installation Per Unit	1 Week
Operator Training	W/Installation
Estimated Total Weeks Until Project Completion	17-20 Weeks

kardexremstar		AUGUSTA PROCUREMENT								
Kardex Megamat 125 VCM		Equipment Specifications								
Overall Unit Specifications:										
Base Unit includes lockable bi-parting door (unless automatic door has been chosen), dust cover/top, all safety circuits, safety light curtain, emergency stop left & right side, touch bars (upper and lower), motor, manual handcrank, electronics and TUV label.										
Quantity of Carousels	:	1								
Model Number	:	125-14115								
Overall Unit Width	:	103.54 inches (2630 mm)								
Overall Unit Depth (without posting board)	:	47.32 inches (1202 mm)								
Work Counter (posting board) Depth	:	11.02 in. (280 mm)								
Overall Unit Height	:	95.48 inches (2425 mm)	Minimum Ceiling Height: 96.27 inches (2445 mm)							
Unit Weight Empty (includes carrier weight)	:	2461 lbs.								
Unit Weight - Fully Loaded	:	5863 lbs.	*Important Note: Unit may fit in an 8'H room with a dropped ceiling and/or dust cover not installed. With shimming and/or a hard ceiling, unit will be too tall.							
Max. Total Load (including carrier dead weight)	:	4070 kg (8,973 lb)								
Top Tolerance at Balanced Load	:	+/- 15mm (.059")								
*Units can be placed side by side, or back to back. When a unit is to be installed through a ceiling or in a niche, free space of approximately 1.2" (30 mm) is required all around the unit.										
Average Floor Load (based on Unit weight-fully loaded)	:	1.2 lbs./in² (172.32 lbs./ft² )								
Supporting contact surface	:	130.5 in² /842 cm²								
Dynamic Unit Weight (Newtons)	:	35,220								
Dynamic Floor Load Bearing Capacity	:	1.62 lbs./in² (233.28 lbs./ft² )								
Maximum Imbalance Load	:	300 kg (660 lbs)								
Cycle Speed	:	7.0 inches / second								
Average Access Time (1/4 carousel revolution)	:	5.5 seconds								
Color Selection (Endframes)	:	Standard-Light Gray								
Color Selection (Panels)	:	Standard - Silver Fir Blue								
Noise Level	:	< 60 db(A)								
Access Opening Information:										
Work Counter Type & Height	:	Mechanically Adjustable Between 30.31 in. and 39.37 in. (770mm and 1000mm)								
Work Counter Finish	:	Standard Light Gray Finish								
Door Type	:	Standard Manual Bi-parting Door w/Keylock								
Opening Clear Height	:	Maximum of 29.25 in. (743mm) or Minimum of 19.41 in. (493mm)								
Access Lighting	:	Full Width Light Above Access Opening								
Power & Controls:										
Power Supply	:	110 Volt /1-60 Hz								
Drive, Gear Motor	:	AC - Gear Motor - 1.5 kva								
AMP Draw	:	16 AMP	Breaker Size: 20*							
Average Power Consumption	:	2.0 KVA	*Cannot be wired to a breaker or outlet that uses a GFI circuit.							
Control	:	T0 Control								
Controller Location	:	Work Counter/Table								
E-Stop	:	Included Left & Right Side of Access Opening								
Emergency Service Switch	:	Included								
Computer Interface	:	No								
Imbalance Detection	:	Imbalance Detection Module Included								
Standard Safety Features										
Expanded Error Indicator	:	Upper and Lower Mechanical Safety Bars (Doors)								
Safety Light Curtain	:	Safety Switches for Lower Front Access Panel and Hand Crank Opening								
E-Stop Left & Right Side	:	Emergency Service Switch								
Standard Features Included in Base unit										
Electronics Located in the Bottom Access Panel	:	Top Dust Cover								
Hand Crank for Installation of Carriers and Service	:	Access for Service from Front								
Additional Features and Options										
Plastic Carrier Dividers, (2) Packs of 35										
Carrier Specifications:										
Carousels's Carrier Configuration		Qty	Clear Height	Clear Width	Clear Depth	Max. Capacity	*Avg. Capacity	LFI Per Carrier	Total LFI Per Carrier Style	
Letter Lateral Carrier w/4 fixed dividers & BRF		:								
Legal Lateral Carrier w/4 fixed dividers		:	14	10.23	89.37	15.19	242 lbs.	242 lbs.	89	1246
Letter Tray Carrier w/4 fixed dividers- Top Tab Trays		:								
Special Letter Hanging Tray Carrier w/4 fixed dividers		:								
Legal Tray Carrier w/4 fixed dividers- Top Tab Trays		:								
Legal Tray Carrier w/4 fixed dividers- Hanging Trays		:								
Carrier with 60 deg.Lip		:								
		:								
		:								
		:								
Letter File Drawer Carrier (3+4 Configuration)		:								
Legal File Drawer Carrier (3+2 Configuration)		:								
Letter Hanging Frame Carrier (3+3 Configuration)		:								
Legal Hanging Frame Carrier (2+3 Configuration)		:								
Total Linear Filing Inches (LFI) for 1 unit(s)		:	1246	Multimedia Carriers/Drawers are not included in Total LFI calculation						
(Does not include carriers with additional shelves or drawers)		:		*Avg. capacity is based on a unit configured with one carrier type.						



## System Drawings / Layouts

**kardex**remstar*Kardex Megamat 115/120/125 VCM Layout*

MODEL	Supporting Unit surface (Weight Loading)**			UNIT DEPTH	A	A*	B	C	(Rear Panel Offset)
	cm <sup>2</sup>	inches <sup>2</sup>							D
115	647	100.28	mm	925	4.5	51.5	35	120	n/a
			inch	36.42	0.18	2.03	1.38	4.72	n/a
120	808	125.24	mm	1155	4.5	51.5	35	120	20
			inch	45.47	0.18	2.03	1.38	4.72	0.79
125	842	130.5	mm	1202	4.5	51.5	35	120	n/a
			inch	47.52	0.18	2.03	1.38	4.72	n/a

Configured Model: 125-14115

Dynamic Unit weight (Newtons) = unit mass x 9.81 x dynamic coefficient (1.35)

Unit mass (kg.) = (Unit Weight empty) + No. of carriers x (carrier load + carrier dead weight)

Unit mass (kg.) : 2659

Newtons = 35,220

\*\* Only when weight loading surface is completely in contact with floor (a plain surface).

Reactions of the support: If dynamic forces (brakes) have to be taken into account, please consult factory.

**kardex**remstar

## Division of Project Responsibilities

Responsibility	Kardex Remstar	Customer
Provide a designated project manager, with authority to authorize changes or system modifications	X	X
Provide facility drawings for system engineering purposes		X
Prepare system layouts for customer approval prior to commencing manufacturing	X	
Prepare Installation drawings for Customer approval	X	
Coordinate equipment and software installation and testing	X	X
Provide electrical specifications to customer's electrician	X	
Provide power drops to base of units to specifications		X
Provide adequate power outlets for installation and general use		X
Provide internet access and voice telephone line for installation and continuing support services (if applicable)		X
Provide clear equipment staging area(s)		X
Provide fork lift (of suitable size) and other equipment required for installation	X	
Unload equipment from trucks and stage near installation area	X	
Provide dumpster for installation materials		X
Uncrate materials for installation, dispose of packaging materials & broom clean installation area daily and at completion of installation activity	X	
Mechanical and Electrical installation of equipment	X	
Perform sub-system testing to ensure all equipment runs according to product specifications	X	
Perform software testing to ensure it meets specifications	X	
Perform detailed acceptance testing of the entire system	X	X
Train personnel in electromechanical operations and general maintenance	X	
Train personnel in software operations and troubleshooting	X	
Provide a materials (parts) list for data import (if applicable)		X
Host Integration Services and data mapping between two systems (if applicable)	X	X
Provide documentation including online help and user's manuals	X	
Database Maintenance and Daily Backups (if applicable)		X
Provide IT hardware including Networks, Switches, Servers, PCs, Printers, Scanners, Wireless Devices, etc. (if applicable)		X



# Warranty Program

## Megamat 115/120/125 Lateral File Vertical Carousel

### Warranty Statement

Kardex Remstar warrants all new Megamat 115/120/125 to be free from defects caused by substandard material or inferior workmanship. This liability is limited to the obligation to repair, or at Kardex Remstar's discretion, replace without charge any part found to be defective under normal wear and tear within two (2) years from the commencement of this warranty. The warranty period begins upon completion of installation, or within four (4) weeks of the originally scheduled delivery date of equipment, whichever date is first.

For an additional cost, Kardex Remstar offers an optional Extended Warranty on its vertical carousels. Megamat 115/120/125's are eligible for up to five (5) total years of warranty (the standard two years plus three additional years of coverage). The extended warranty period is subject to the same terms covering inclusions, exclusions, invalidations, payment policies, and geographical scope that exist for the standard warranty period.

Kardex Remstar warranty coverage, both standard and extended, is contingent upon the complete performance of scheduled maintenance on the equipment. Scheduled maintenance must be performed at minimum biannually, including during the first two years, by Kardex Remstar Certified Technicians, and performance of that scheduled maintenance must be reported to Kardex Remstar promptly via your local Kardex Remstar dealer. For more information on extended warranty coverage, including the associated costs, please contact your Kardex Remstar dealer.

### Lifetime Motor Warranty

Under the terms of the warranty, Kardex Remstar will replace free of charge any vertical carousel drive motor that fails while using standard maintenance and operating conditions for the life of the carousel providing scheduled maintenance is completed biannually. To confirm that your machine meets these requirements, contact Kardex Remstar's Warranty Administrator.

### Extent of Coverage

This warranty pertains to all Kardex Remstar Megamat 115/120/125's. This warranty is limited to the original purchaser of equipment and is not transferable.

### Invalidation

This warranty will be invalidated if any of the following occur:

1. The Kardex Remstar unit is operated outside the recommended parameters as specified in the operations manual and on the machine data plate.
2. The unit is modified in any way which is not authorized in writing by Kardex Remstar prior to the modification.
3. Scheduled maintenance is not carried out at least biannually (or as recommended by Kardex Remstar for individual application) by Kardex Remstar Certified Technicians.
4. Any installation, service, relocation or other work is performed by anyone other than Kardex Remstar Certified Technicians.\*
5. Scheduled Maintenance Checklist is not reported to Kardex Remstar within thirty (30) days of performance of scheduled maintenance.
6. The conveyor chains of the vertical carousel are not re-tightened within five (5) days of machine loading.

### Exclusions

The following are not covered under the scope of the warranty:

1. The replacement of fuses.
2. The replacement of fluorescent or LED bulbs.
3. Ancillary equipment supplied by others, or damage caused by such equipment.
4. The replacement of lost, damaged, or broken keys.
5. Routine adjustments (e.g., photocells, microswitches, reinitialization of controls, belt/chain tensioning).
6. Damage or intermittent failure caused by connection to incorrect power supplies.
7. Damage caused by improper storage of materials within equipment.
8. Removal of obstructions internal or external to the unit (e.g., conveyors, dropped ceilings, computer floors).
9. Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power supply surges, riots, war, or acts of God.
10. Consequential damages.\*\*

### Geographical Scope

This warranty covers all 48 contiguous states, and Washington, D.C., and Canada. In Alaska, Hawaii, Puerto Rico and other worldwide locations, the warranty is the same, except that the warrantee is responsible for payment of the service technician's time and travel expenses to and from the nearest Kardex Remstar authorized service center, the cost of parts shipment and handling, and associated duties and customs fees.

The warranty is expressly in lieu of all other warranties, expressed or implied (including but not limited to the implied warranties of merchantability or fitness) and constitutes all of Kardex Remstar's liability in respect to its equipment.

\* While Kardex Remstar maintenance training classes are available to its customers for a fee, scheduled maintenance, if performed by Customer technicians for the purpose of maintaining the standard or extended warranty, must be done under the direct supervision of a Kardex Remstar Certified Dealer Technician. Timely filing of the scheduled maintenance online form to Kardex Remstar is in this case the responsibility of the supervising Dealer, not the Customer. The supervising Dealer is responsible for costs associated with any repairs that result from improper, incomplete, or untimely scheduled maintenance, for the balance of the warranty period.

\*\* Some states do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to the warranty. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. To know what your legal rights are in your state, consult your statutes.

# Terms & Conditions

Contract#: 110923-KRS  
 Category: Storage  
 Description: Storage and Retrieval Products  
 Contract Date: 12/29/2023 - 12/29/2027

Please make orders out to:  
 Kardex Remstar, LLC  
 Attn: Sourcewell Order Entry  
 41 Eisenhower Drive  
 Westbrook, ME 04092  
 Phone: 662-582-7295  
 Fax: 740-236-1525

\*Please reference contract #110923-KRS on all PO's.



## CUSTOMER INFORMATION FOR ORDERING ACTIVITIES:

1. Minimum Order: \$50.00 Net

2. Discounts from List Price (Discounts are applied to the product list price (before freight or any applicable taxes are added):

Product Type – Automated Equipment:  
 Lektriever, Megamat Vertical Carousel, Shuttle XP Vertical Lift

Applicable Discount - 39.25% Discount

Product Type – Inventory Software:  
 Power Pick System Inventory Tracking Software

Applicable Discount - 10% Discount

Product Type – TC Storage Products (Non-Automated):  
 Office Products, L & T Shelving and Drawers, Warehouse Shelving, Logic  
 Shelving, Workbench and Shop Equipment, Technical Workstations, &  
 Metal Lockers

Applicable Discount:  
 Order Value \$0 - \$50,000- 36% Discount  
 Order Value \$50,001 and up - 40% Discount

Product Type – FM Locker Products (Non-Automated):  
 Phenolic Lockers

Product Type – ASP Storage Products (Non-Automated):  
 Mobile, QUIK-LOK®, Side to Side, Wood-Tek™, Times 2, & Wire Shelving

Applicable Discount:  
 Order Value \$0 - \$50,000- 28% Discount  
 Order Value \$50,001 - \$100,00 - 32% Discount  
 Order Value \$100,001 and up - 34% Discount

3. Payment Terms: Net 30 days,

a. Prompt Payment Discount Of 1% -10 days (Discount Not Applicable On CC Orders)

4. Credit Card accepted: 2.75% handling fee per transaction will be assessed.

5. Time of Delivery:

a. Storage Products: 30-45 days after receipt of order unless otherwise noted

b. Automated Equipment: 90-120 days after receipt of order unless otherwise noted

6. Freight Not Included. Please contact for a freight quote.

a. Storage Products FOB: Dickson, TN, Chicago, IL, or Murrieta, CA depending on product

b. Automated Equipment FOB: Westbrook, ME or Columbia, SC depending on product

7. Payment Address: Kardex Remstar, LLC, TD Banknorth, N.A., P.O. Box 9540, Portland, ME 04112

8. Maintenance and Repair: Contact For Pricing.

9. Installation:

a. Automated equipment will require installation by a factory certified technician, please contact us for an installation quote for your area.

b. Most non-automated storage products within this catalog can be assembled by the end user. If professional assembly is required as denoted by product (High Density Mobile Product) please contact us for an installation quote by an authorized installer in your area.

10. Repair Parts: Contact For Pricing.

11. Service and Distribution Points: Contact Kardex Remstar LLC, at 800-639-5805 for authorized sales and service agent closest to you.

12. Participating Agents (Dealers): Contact Kardex Remstar LLC, at 800-639-5805 for authorized sales and service agent closest to you.

13. Reconfiguration and Relocations: Contact For Pricing.



## Ordering instructions

**FSC Group 36  
CAGE #69785  
DUNS 00-255-5654  
Federal ID #27-384-6558  
NAICS #s 33721 & 333922**

**Automated Storage & Retrieval Systems  
Lektriever ELF's; Vertical Carousels & VLMs**

All orders against Kardex Remstar, LLC Sourcewell Contract are to be made out to Kardex Remstar, LLC as shown below:

Kardex Remstar, LLC  
Attn: Sourcewell Order Entry  
41 Eisenhower Drive  
Westbrook, ME 04092

\*Please reference contract #110923-KRS on all PO's.

# TERMS & CONDITIONS

These Terms and Conditions ("T&C") are structured as follows:

- **Part A (general provisions)** applies to all transactions, except where a provision of the applicable parts B and C contains deviating regulation (other than merely adding further details), which then takes precedence;
- **Parts B and C** contain the applicable specific provisions for supply of products and software programming services with or without installation (Part B), and individual service orders and service contracts (Part C);

These T&C are provided in English. Translations of these T&C into other languages are solely for convenience and are not legally binding.

## A. General Provisions

### 1. Scope of the T&C

1.1. These T&C apply to all transactions between Kardex Remstar, LLC ("KARDEX") and City of Augusta ("Buyer") named in the attached Proposal (ID #649531 Augusta Procurement) ("Proposal"), and individual service orders and service contracts (if applicable), the special letter/standard acceptance form, the Estimated Delivery Confirmation, and the Invoice (collectively, the "contract"), unless expressly otherwise agreed in writing. In the event of any conflict between the terms of this T&C and any other agreement or document executed by the parties, the terms of this T&C shall control.

1.2. On acceptance of the Proposal by the Buyer, these T&C are deemed to be acknowledged and agreed, and will also apply for future transactions with the Buyer.

1.3. Any deviating, contradictory or supplemental terms and conditions of the Buyer apply only if expressly accepted by KARDEX in writing.

1.4. Any amendments of and additions to the contract must be made in writing. All agreements and legally binding declarations of the parties require written confirmation by KARDEX.

1.5. The version of the T&C current at the time of the Proposal applies. In the case of continuing contractual relationships, the draft of the amended T&C will be sent to the Buyer in writing no later than one month before the proposed date of their entry into force. The Buyer is deemed to have given its consent to the amendments if it has not rejected them by the planned date for entry into force. The amended T&C will then apply to any further transactions between the parties.

1.6. The general provisions of these T&C (Part A) apply to all transactions and legal relations between the parties unless otherwise stated in the specific provisions (Parts B and C) or agreed in writing.

1.7. The term "Product(s)" used in Part A is individually defined for each of Parts B and C. The meaning

of this term in Part A shall therefore have the meaning as defined in the applicable Part B and C.

1.8. The phrase "KARDEX Related Parties" means KARDEX, its directors, officers, shareholders, managers, members, owners, attorneys, employees, affiliates, licensors, agents, vendors, suppliers, subcontractors, subsidiaries, partners, successors and/or assigns.

1.9. Any prevention, delay, impediment or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain (or delays in obtaining) services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, supply chain issues, viruses, illness, pandemics, epidemics, adverse weather, emergencies and other

4.3. In the event of Buyer default, KARDEX is entitled to withdraw from the contract and claim back any Products already supplied and/or enter the site

causes beyond the reasonable control of the party obligated to perform, (collectively, "Force Majeure"), shall excuse the performance of such party for a period equal to any such prevention, delay, impediment or stoppage; provided, however, that the foregoing provisions do not apply to the payment obligations of Buyer.

1.10. This contract constitutes the full and complete integrated agreement between the parties, thereby superseding all previous discussions, communications, agreements or commitments between the parties, whether oral or written, concerning the subject matter of this contract. The parties further agree that no verbal or other statements, discussions, representations or impressions have been made or relied upon by either party, and that no waiver, alteration or modification of any of the provisions of this contract or cancellation or replacement of this contract shall be valid and binding unless in writing and signed by both parties and made a part of this contract. Further, the parties agree that the invalidity or unenforceability of any provision(s) hereof shall in no way affect the validity or enforceability of any other provision(s). KARDEX shall be entitled to recover all attorneys' fees and expenses incurred by it in the enforcement of this contract. The terms of this contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

### 2. Offers from KARDEX

2.1. Unless expressly otherwise agreed, offers from KARDEX are non-binding; otherwise, the offers are valid for 60 days. A statement by the Buyer is deemed to be an acceptance only if it is fully consistent with the KARDEX offer.

2.2. A contract is only validly concluded if KARDEX (i) confirms the order in writing or (ii) starts to perform the contract by delivering the Products or by rendering the service.

2.3. Under no circumstances shall silence by KARDEX with respect to a counter-offer from the Buyer be construed as a declaration of acceptance.

2.4. The documents relating to offers and order confirmations, such as illustrations, drawings, and weight and measurement details, are binding only if this has been expressly agreed in writing. Unless otherwise agreed in writing, brochures and catalogues are not binding.

### 3. Provided Documents

Each party retains all rights to plans and technical documents that it has provided to the other party. The receiving party acknowledges these rights, and shall not make such documents available, in full or in part, to any third party without the prior written consent of the other party, or use them outside of the scope of the purpose for which they were provided for. This also applies after termination of the business relationship as well as in the event that no contract is concluded between the parties.

### 4. Prices and Payment Conditions

4.1. Unless otherwise agreed in writing or specified in the subsequent specific provisions, invoices from KARDEX are payable within 30 days net from the invoice date, without any deduction. Advance and prepayments are payable within 10 days from the invoice date without any deduction.

4.2. A Buyer failing to pay by the due date is in default without a reminder, and KARDEX is entitled to charge monthly default interest in the amount of 1%, except where a different default interest rate has been specified in the contract or in the offer.

claims from product liability under product liability laws to the extent these laws are mandatory to the legal relationship between the parties.



and render Products unusable. In addition, KARDEX is also entitled to claim direct damages and/or provide outstanding deliveries or services only against advance payment or the provision of collateral, or suspend the provision of services under other orders or service agreements for which payment has already been made.

4.4. If KARDEX becomes aware of circumstances casting doubt on the solvency of the Buyer, KARDEX shall have the right to demand full payment in advance or the provision of collateral.

#### 5. Set-off and Assignment

5.1. Buyer is not permitted to make a claim for any set-offs except as provided in this T&C.

5.2. Claims of the Buyer against KARDEX may be assigned only with consent from KARDEX.

5.3. The transfer of any rights and obligations under or in connection with a contract between the parties is permitted only with the other contracting party's written consent.

#### 6. Limitation of Liability

6.1. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL KARDEX OR KARDEX RELATED PARTIES BE LIABLE, WHATEVER THE LEGAL BASIS FOR THE CLAIM, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES OR FOR ANY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF CAPACITY AND DATA INCLUDING THEIR CONSEQUENCES, LOSS OF USE, LOSS OF ORDERS, DAMAGE TO REPUTATION, LOSS OF REVENUE OR PROFITS, LOSS ARISING FROM DELAYS, LOSS OF DATA AND OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, ARISING OUT OF, BASED ON, OR RESULTING FROM THESE T&C OR THE USE OF, MISUSE OF, OR INABILITY TO USE THE PRODUCTS, EVEN IF KARDEX OR KARDEX RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2. IN NO EVENT SHALL KARDEX'S OR KARDEX RELATED PARTIES' AGGREGATE LIABILITY UNDER THESE T&C OR OTHERWISE WITH RESPECT TO THE SPECIFIC PRODUCTS AND SERVICES PURCHASED HEREUNDER EXCEED THE AMOUNTS PAID TO KARDEX BY BUYER, FOR THE PRODUCTS OR SERVICES GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE CAUSE OR FAULT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

6.3. IF KARDEX OR KARDEX RELATED PARTIES UNLAWFULLY AND CULPABLY DAMAGE PROPERTY OWNED BY THE BUYER, KARDEX'S AND KARDEX RELATED PARTIES' LIABILITY FOR DAMAGES TO PROPERTY SHALL BE LIMITED TO \$500,000.00.

6.4. The contractual and non-contractual liability of KARDEX and KARDEX Related Parties is also excluded for damages which are due to (i) incorrect information about operational and technical conditions or about the chemical and physical conditions for the use of the products provided by the Buyer, auxiliary persons and/or advisors of Buyer, or (ii) other actions or omissions of the Buyer, its auxiliary persons, advisors or third parties or other circumstances within the responsibility of the Buyer.

6.5. The above limitations and exclusions of liability do not apply (i) in cases of injury to life, body or health, (ii) in cases of willful misconduct or gross negligence on the part of KARDEX or KARDEX Related Parties, and (iii) for

6.6. If third parties are injured by the Buyer's actions or omissions or if objects of third parties are damaged or third parties are otherwise damaged and KARDEX is held liable for the same, KARDEX has a right of recourse against the Buyer, and such claims are covered by the indemnification provisions of section A.15 hereof.

#### 7. Intellectual Property

7.1. The Buyer may not use the intellectual property of KARDEX (in particular technical protective rights, brands and other signs, designs, know-how, copyright to software and other works) for any purposes other than those expressly agreed between the parties.

7.2. Without the express permission of KARDEX, the Buyer may not transfer or otherwise provide KARDEX Products to third parties without the attached brands.

7.3. Where KARDEX supplies software to the Buyer, the Buyer only acquires a simple, non-exclusive and non-transferrable right of use. The Buyer is not granted any right to edit the software.

#### 8. Data Protection

8.1. The protection of personal data is an important priority for KARDEX. KARDEX and the Buyer undertake to comply at all times with the applicable legal provisions on data protection. In particular, the Buyer assures that KARDEX is permitted to use personal data provided to them by the Buyer in accordance with this section A.8. and indemnifies and holds KARDEX fully harmless from any claims by the persons affected.

8.2. KARDEX collects, processes and uses the Buyer's personal data for the performance of the contract. The Buyer's data will further be used for the purposes of future Buyer service, in which context the Buyer has the right to object in writing at any time. In addition, the Buyer's machines and operational data may be used and evaluated in anonymized form and user information on the Buyer's employees may be used in pseudonymized form for diagnosis and analysis purposes, and in anonymized form for the further development of KARDEX products and services (e.g. preventive maintenance). All data deriving from such analysis and diagnosis shall belong to KARDEX and may be freely used by KARDEX.

8.3. The personal data of the Buyer will only be passed on to other companies (e.g. the transport company entrusted with the delivery) within the scope of contract processing and the provision of information technology and other administrative support activities. Otherwise, personal data will not be passed on to third parties. KARDEX ensures that companies that process personal data on behalf of KARDEX comply with the applicable legal provisions on data protection and that a comparable level of data protection is guaranteed, especially in the case of transfer abroad.

8.4. The Buyer may contact KARDEX free of charge with any queries regarding the collection, processing or use of its personal data.

8.5. When using web-based products of KARDEX (such as Buyer portal, remote portal) personal data will be recorded. The collection, processing and use of such data can, upon Buyer's request, be governed by a separate data processing agreement.

#### 9. Confidentiality

9.1. Each of the parties undertakes to keep confidential all trade secrets and confidential information brought to their knowledge by the other party, in particular, all information on Buyer relationships and their details, other important information such as plans, service descriptions, product specifications, information on production processes and any other confidential information made available to it and/or otherwise disclosed by the other party

in written or other form, and, in particular, not to make direct or indirect use thereof in business dealings and/or for competitive purposes, and/or pass it

arbitrators in commercial disputes promulgated by the AAA. Each party shall appoint an arbitrator, obtains its appointee's acceptance of such appointment,

on to third parties in business dealings and/or for competitive purposes, and/or otherwise bring it directly or indirectly to the attention of third parties, either itself or through third parties.

9.2. The confidentiality agreement does not apply where the information is publicly known, was already known to the other party when received, has been made available by third parties without any breach of a party's confidentiality obligation, or whose disclosure is mandatory under legal provisions, official orders or court orders, in particular judgments. The party wishing to invoke these exceptions bears the burden of proof in this regard.

9.3. The parties will place all persons whose services they use for providing services or who otherwise come into contact with confidential information as per section A.9.1 under a confidentiality obligation in accordance with sections A.9.1. and A.9.2.

#### 10. Severability

If any provision of the contract, including these T&C, are or become fully or partially unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity and the remaining provisions of the contract or the T&C, respectively, shall continue to be binding and in full force and effect. Such unenforceable or invalid provision shall be replaced by such a valid and enforceable provision, which the parties consider, in good faith, to match as closely as possible the invalid or unenforceable provision and attaining the same or a similar economic effect.

#### 11. Office Hours

Office hours are the usual working hours (Monday - Friday, 9:00 a.m. - 6:00 p.m.), with the exception of the public holidays at the registered office of KARDEX.

#### 12. Arbitration, Class Action Waiver, and Jury Waiver

12.1. KARDEX and Buyer agree that all claims and disputes (whether contract, tort or otherwise), including all statutory claims and disputes, arising out of or relating to the contract or relationship between the parties and/or these T&C, including their construction, validity, binding effect, breach, termination or rescission, shall be resolved by binding arbitration on an individual basis, except that KARDEX and Buyer are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. There will be no jury, the case will be heard before an arbitration panel, not in a court and arbitration shall be the sole and exclusive remedy. The arbitration shall be individual, not a class, collective or group arbitration proceeding. The arbitration proceeding shall be administered in Indiana, unless the arbitration panel decides it should be administered in Delaware. All disputes concerning the arbitrability of a claim (including disputes about the scope, applicability, enforceability, revocability, or validity of this provision) shall be decided by the arbitration panel, except as expressly provided below.

##### 12.2. Arbitration Rules.

The Federal Arbitration Act, including its procedural provisions, govern the interpretation and enforcement of this dispute-resolution provision, and not state law. Either KARDEX or Buyer may commence the arbitration process by submitting a written demand for arbitration with the American Arbitration Association ("AAA"), and providing a copy to the other party. The arbitration will be conducted in accordance with the provisions of the AAA's Commercial Arbitration Rules in effect at the time of submission of the demand for arbitration, except to the extent those rules conflict with these T&C. Arbitration will be conducted before a tribunal composed of three neutral arbitrators each of whom shall sign an oath agreeing to be bound by the codes of ethics for

and deliver written notification of such appointment and acceptance to the other party within 30 days after delivery of the written demand for arbitration. The two persons so selected as arbitrators shall select a third arbitrator within 30 days of their appointment. Each arbitrator shall be a practicing lawyer or retired judge and have experience relating to commercial disputes. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org). Except as may be required by law as determined by the arbitration panel, no party or arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. The arbitration award may be confirmed, modified, or vacated, and judgment entered, by any state or federal court having subject matter jurisdiction sitting in the state of Delaware.

##### 12.3. Fees.

Unless the arbitration panel orders otherwise, the parties must share arbitration costs equally, including the arbitrators' fees and expenses. Each party must pay its own expenses and attorneys' fees.

##### 12.4. Authority of Arbitrators.

The arbitration panel will decide the jurisdiction of the arbitration and the rights and liabilities, if any, of KARDEX and Buyer. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitration panel will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitration panel will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to a party under law, the AAA's Commercial Arbitration Rules, and these T&C. The arbitration panel will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculations of any damages awarded. The arbitration panel has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitration panel is final and binding on KARDEX and Buyer.

##### 12.5. Waiver of Jury Trial.

**KARDEX AND BUYER WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** With respect to any issue which is not subject to arbitration, KARDEX and Buyer each waive any right to a trial by jury in any action or proceeding to enforce or defend any rights (a) under this T&C or under any amendment, instrument, document or agreement delivered or which in the future be delivered in connection herewith, or (b) arising from any contemplated transactions in connection with this agreement or their relationship.

##### 12.6. Waiver of Class or Consolidated Actions.

**ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION PROVISION MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE BUYER OR ENTITY CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER BUYER OR ENTITY.** Notwithstanding any other provision in these T&C or AAA's Commercial Arbitration Rules, disputes regarding the interpretation, applicability or enforceability of this waiver may be resolved only by the arbitration panel. If this waiver or class or consolidated actions is deemed invalid or unenforceable, neither Buyer nor KARDEX are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in sections A.12 and A.13 hereof.

##### 12.7. Right to Waive.

Any rights and limitations set forth in section A.12 hereof may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of section A.12 hereof.

##### 12.8. No opt outs.

representations (whether oral, written, express or implied), suppression of information, or failure to disclose information of any kind by Buyer or



To the extent permitted by law, Buyer waives any statutory or other right to opt out of these mandatory arbitration provisions.

#### 12.9. Arbitration Agreement Survival.

These Arbitration provisions will survive the termination of Buyer's relationship with KARDEX.

#### 12.10. Exclusive Venue.

To the extent that these T&C or applicable law allow KARDEX or Buyer to initiate litigation in court to resolve issues that are not subject to arbitration, including, without limitation, whether to vacate or enforce an arbitration award, KARDEX and Buyer agree that all claims and disputes not covered by these arbitration provisions arising out of or relating to the T&C will be litigated exclusively in the United States District Court for the District of Delaware. If, however, that court would lack original jurisdiction over the litigation, then all such claims and disputes will be litigated exclusively in the Courts of Kent County, Delaware. KARDEX and Buyer consent to the personal jurisdiction of both courts.

#### 13. Choice of Law.

These T&C and the entire legal relationship between the parties shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to applicable principles of conflicts of laws.

#### 14. Limitation of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS STATED IN THE WARRANTY PROVISIONS OF THIS T&C (SECTIONS B.6 and C2.6), KARDEX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS (INCLUDING ANY OTHER PRODUCTS) AND SERVICES PROVIDED BY KARDEX, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND KARDEX DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. KARDEX NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE ANY WARRANTY APPLICABLE TO A PRODUCT OR SERVICE, NOR TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY CONCERNING ANY PRODUCT OR SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS AND LIMITATIONS. IN SUCH AN EVENT, SUCH EXCLUSION AND LIMITATION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AND THE DURATION OF ANY IMPLIED WARRANTIES WILL BE LIMITED TO THE DURATION OF THE LIMITED WARRANTY PROVISIONS OF THIS T&C.

#### 15. INDEMNIFICATION.

Except to the extent of any gross negligence or willful misconduct of KARDEX, Buyer shall indemnify, defend and hold harmless KARDEX and KARDEX Related Parties, from and against any and all claims, demands, losses, damages, costs, expenses or other liabilities (including, without limitation, attorneys' fees, litigation expenses and amounts paid in settlement) which may be suffered or incurred by any of them as a result of any claim, demand, suit, proceeding or cause of action arising in any manner from: (i) any acts or omissions by Buyer or its representatives, arising out of or relating to Buyer's purchase, handling, transportation, export, re-export, re-transfer, import, possession, use, demonstration, marketing, sale, disposition, distribution or maintenance of Products; (ii) any statements,

its representatives with respect to Products or Individual Services different or in addition to the applicable Product or Service warranty provided by KARDEX; (iii) the improper use or disclosure of KARDEX's or KARDEX Related Parties' intellectual property, including trademarks, patents, copyrights and proprietary marketing and business systems information; (iv) any intentional misconduct or negligent act or omission of Buyer, its employees or agents; (v) any contractual obligation assumed by Buyer toward any third-party; (vi) any misuse or modification of Products by Buyer or its employees or agents; or (viii) Buyer's failure to comply with any law applicable to these T&C or the performance of Buyer's obligations hereunder.

### B. Specific Provisions for Deliveries

#### 1. Delivery

- 1.1. The subject-matter of delivery contracts is the delivery of systems, machines and/or software products and individually customized software in accordance with the specifications in the order confirmation handed over to the Buyer by KARDEX (each individually or collectively "Product(s)").
- 1.2. Only the characteristics listed in the order confirmation are guaranteed features. Public statements, promotions and advertisements do not constitute guaranteed features of the Products. It is the Buyer's responsibility to assess whether or not the ordered Products are suitable for their intended purpose.
- 1.3. Any quality guarantees in addition to features guaranteed in the order confirmation must be confirmed by KARDEX in writing.
- 1.4. KARDEX reserves the right to make design and/or shape changes to the Products if the Product thereafter deviates only insignificantly from the agreed quality and the changes are reasonable for the Buyer or if the Buyer agrees to the change of the agreed quality.

#### 2. Delivery Time

- 2.1. Delivery times are non-binding unless expressly agreed as binding by KARDEX in writing by way of the execution of the "Binding Delivery Date Agreement" attached hereto as Exhibit A.
- 2.2. Delivery periods start with the dispatch of the order confirmation or receipt of the order in case there is no order confirmation, but not before the receipt of any advance payment or collateral to be provided by the Buyer.
- 2.3. If subsequent change requests by the Buyer are accepted, the delivery period and delivery date are extended and postponed at least by the time required for implementation of the requested changes.
- 2.4. Delivery periods and delivery dates are met if on their expiry the Product has left the factory or notification of readiness for dispatch has been given. In the case of installation of Products, the delivery period is met by timely handover or acceptance of the installed Product. Delays beyond the control of KARDEX (e.g. failure by the Buyer to provide ancillary services, such as the provision of documents, permits and/or clearances to be obtained by the Buyer, ensuring the availability of a suitable lifting platform or opening the building) will at least result in a corresponding extension of the delivery period. KARDEX has the right to charge incurred cost from such delays.
- 2.5. Force Majeure (as defined herein), strikes, lockouts and other impediments beyond the control of KARDEX will extend and postpone agreed delivery periods and delivery dates by no more than the duration of the impediment, to the extent that such impediments can be proven to have a significant impact on completion or delivery of the Products or associated services. The same applies where the impediments to performance occur in the operations of KARDEX's upstream suppliers. KARDEX will further not be accountable for the above circumstances if they arise during an already existing delay. KARDEX will notify the Buyer without delay of the beginning and end of such impediments.

2.6. If the dispatch of the Products is delayed at the Buyer's request, the Buyer will be invoiced as from one month after the notification of readiness for shipment issued by KARDEX for the resulting storage costs; in the case of storage in the factory, KARDEX may claim a storage fee in accordance with normal local rates. KARDEX is, however, entitled, after setting a reasonable deadline that has expired without effect, to use the Product otherwise, and to supply the Buyer with a similar product within a new delivery period.

2.7. Partial deliveries are permitted.

### 3. Late Delivery

3.1. In the event that KARDEX and Buyer execute a "Binding Delivery Date Agreement", the Buyer's entitlement to compensation for damages caused by delay is dependent on prior notification of the delay in writing by the Buyer to KARDEX, and provision of proof of damage incurred as a result of the delay. The damages caused by delay will in any case be limited to a maximum of 0.1% of the consideration per expired week of delay, and to a maximum of 5% of the total consideration. Further compensation claims by the Buyer due to delay are excluded; this does not apply in the case of willful misconduct or gross negligence by KARDEX.

3.2. The Buyer can only waive delivery and withdraw from the contract if, after the agreed delivery date has passed or the agreed delivery period has expired, (i) the Buyer provides KARDEX in writing two grace periods of reasonable length, whereby each grace period shall at least be 10 weeks, (ii) these two grace periods expire without success, and (iii) the Buyer, immediately after expiry of the second grace period, declares in writing that it waives delivery or withdraws from the contract.

3.3. To the extent permitted by law, all further claims and rights of the Buyer due to or in relation with the delay, in particular with respect to any further damages, are excluded.

### 4. Place of Delivery; Transfer of Risk; Inspection Obligation

4.1. Unless expressly agreed otherwise, the Product will be delivered "FCA KARDEX factory" (Incoterms 2020).

4.2. If an installation of the Product has been agreed, the Product will be delivered "DDP Buyer's factory/location of services" (Incoterms 2020), unless expressly agreed otherwise. In this case, the risk passes to the Buyer at the latest at the arrival of the Product at the Buyer's premises.

4.3. If shipment is delayed in the situation according to section B.4.1. due to circumstances beyond the control of KARDEX, the use and risk of the Products will pass to the Buyer when the goods are ready for dispatch.

4.4. In the situation according to section B.4.2., the Buyer is required to inspect the Product for externally visible damage immediately upon its delivery and, if a transport damage is suspected, to provide a written and photographically documented report of the damage in due course so that the deadlines for making insurance claims can be met.

### 5. Inspection and Acceptance

5.1. The Buyer is required to inspect the quality and quantity of the Product supplied immediately upon receipt. Any defects or incorrect deliveries must be reported immediately, but in any event within 10 days from receipt of the Product (or from detection in case of hidden defects), in detail in writing and with photographic documentation. If the report is submitted late, the deliveries will be deemed accepted and no warranty will apply.

5.2. If an installation of the Product has been agreed, the Buyer is obliged to carry out an inspection and acceptance procedure on the Product as soon as KARDEX notifies the Buyer that the Products are ready for inspection. Defects must be recorded in a written report (Buyer acceptance certificate).

Immediately after the acceptance inspection, KARDEX is to be sent a copy of the Buyer acceptance certificate and KARDEX is to be notified about any defects in a detailed written report. If the Buyer fails to meet this complaint notification obligation, all warranty claims will lapse.

5.3. If acceptance is delayed for reasons beyond the control of KARDEX, the Product is deemed to be accepted 14 days after the receipt of the Products or, if it is a delivery with installation, the notification that the Products are ready for inspection. The Product is further deemed to be accepted if it is in productive use by the Buyer.

5.4. If the Product shows only minor defects in the acceptance inspection, the Buyer may not refuse acceptance; instead, in this case the Product is deemed to be accepted.

5.5. With acceptance, KARDEX is no longer liable for any defects which could have been discovered on normal inspection and which are not listed in the Buyer acceptance certificate.

### 6. Limited Warranty

6.1. KARDEX warrants that the Products shall be free from defects for a period of two (2) years from the date that the Products are installed, unless an additional warranty period is purchased by Buyer. Products shall be deemed defective if

(i) they are demonstrably afflicted with defects at the time of passing of risk which cancel or significantly reduce their value or (ii) guaranteed characteristics are not met.

6.2. In the event of breach of warranty by KARDEX, KARDEX shall have the right and the duty to rectify the defect within a reasonable period of time after written notice from Buyer. If KARDEX's first attempt to rectify the defect is unsuccessful or if KARDEX does not take any action, the Buyer has to grant KARDEX an additional thirty (30) days to rectify the defect. If the second attempt to rectify is unsuccessful or if KARDEX allows this second reasonable deadline to expire without taking any action, KARDEX, at its own discretion, shall offer the Buyer either replacement delivery or repair without charge. KARDEX is obliged to bear all costs necessary to rectify, repair or replace a defective Product, in particular costs for transport, labor and materials, unless such costs are increased due to the fact that the Product has been moved to a location other than the agreed place of delivery.

6.3. If the rectification, replacement delivery or repair ultimately fails, the Buyer may make demand for a price reduction reasonably related to the alleged defect or problem. Only if the Product has physical defects that render it unsuitable for the intended purpose may the Buyer alternatively rescind the contract.

6.4. If KARDEX has guaranteed a specified level of performance (throughput) or a specified availability of a device and, at the time of acceptance by the Buyer, the shortfall with respect to the guaranteed performance or availability is no more than 15%, the Buyer, to the extent permitted by law, shall not have the right to rescind the contract, request a replacement delivery or claim damages. As a remedy, KARDEX, at its own choice, shall offer the Buyer either rectification or a price reduction.

6.5. If (a) KARDEX has guaranteed a specified level of performance (throughput) or availability of a device, (b) the Buyer subsequently changes the device specification or places additional orders, and (c) this reduces the performance or availability, the guaranteed values shall be deemed adjusted accordingly.

6.6. Warranty claims become null and void if any attempted repairs or modification are carried out by persons who are not KARDEX certified or authorized technicians, if the Product is operated or maintained inappropriately or contrary to the manufacturer's instructions, or if the Product is moved by the Buyer to another location without the involvement of KARDEX.



## 7. Prices and Payment Conditions

7.1. If the legal or regulatory requirements for the Product change after conclusion of the contract and this makes it significantly more difficult for KARDEX to deliver the Products in accordance with the contract, KARDEX may charge a reasonable increase of the consideration. An agreed delivery period, where applicable, will be extended by the delay resulting from the change.

7.2. In deviation from section A.4.2., the purchase price will be due for payment as follows: if KARDEX has undertaken to install the Product, 30% is payable upon placement of the order, 60% upon delivery (or no later than 30 days after notification of delivery) and 10% within 30 days of acceptance. If KARDEX has not undertaken to install the Product, the full purchase price is payable 30 days after supply and invoicing, without deduction. Advance and prepayments are payable within 10 days from date of the invoice without deduction.

7.3. If the purchase price is specified in a currency other than in USD, KARDEX is entitled to additionally charge the Buyer for any currency effects occurring between the order confirmation and the final invoice.

## 8. Retention of Title

8.1. KARDEX retains title to the Product sold until full payment of the purchase price.

8.2. If this is necessary or possible, KARDEX is entitled to have the retention of title registered at the competent registration office, even without the Buyer's involvement.

8.3. The Buyer is obliged to carry out all actions and measures necessary to protect the property of KARDEX. In the event of pledging or other interference with the property rights of KARDEX, the Buyer must notify KARDEX immediately. As long as the purchase price has not been paid in full, the Buyer may not pledge, lease, resell or otherwise make the Product available to third parties.

## 9. Spare Parts; Wear Parts; Maintenance Commitment

9.1. KARDEX gives the Buyer an assurance of the availability of non-electronic spare and wear parts ("Parts") for a period of 10 years, and electronic Parts for a period of 6 years, from the delivery of the Machine.

9.2. With respect to software, the maintenance commitment of KARDEX is subject to any maintenance contract concluded between KARDEX and the Buyer.

## 10. Technical Support by the Buyer

10.1. If the installation of the Product has been agreed, the Buyer is obliged to provide technical support at its own expense. This includes in particular:

- a) Any necessary under-pouring or plugging of the steel framework and laying of the underfloor (screed flooring) after installation. The Buyer is to provide the installation surface for the Product at the new location in well-swept condition.
- b) Provision of and, if and to the extent requested by KARDEX in each particular case, operation and maintenance of the necessary equipment and heavy tools (e.g. scissor lift) as agreed with KARDEX, and the required auxiliary items and materials (e.g. underlays, wedges, lubricants, fuel, etc.).
- c) Provision of heating, lighting, site energy supply, water, including the necessary connections.
- d) Provision of suitable, burglar-proof personnel rooms and work rooms with heating, lighting, washing facilities and sanitary facilities, and first aid for the installation personnel.

e) Transport of installation parts to the installation location, protection of the installation location and installation materials from harmful effects of all kinds, cleaning of the installation location.

f) Provision of materials and carrying out any other actions required for initial adjustment of the Product and carrying out testing as specified in the contract.

g) Ensuring the floor load capacity at the installation location, and providing an installation surface that is robust, level on all sides and horizontal.

h) Prior to the start of installation, provide at the location of the machine as per relevant regulations the required energy supply, internet and data connection in accordance with KARDEX specifications.

i) Providing the structural prerequisites for correct, problem-free installation (for example, moving of ventilation ducts, batten light fittings, water pipes, if these obstruct the installation of the Product).

10.2. The technical support provided by the Buyer must be such as to ensure that the work on providing the services can begin immediately on the arrival of the KARDEX technician and can be carried out without delay until acceptance by the Buyer. The technician should be able to work at optimum capacity between 7:00 a.m. and 6:00 p.m. If special plans or instructions from KARDEX are needed for the installation, KARDEX will supply these to the Buyer sufficiently in advance.

10.3. The Buyer will provide, when needed, assistance to the KARDEX technician on site with its own personnel to the best of its ability; this applies in particular where work is to be carried out that a single person cannot reasonably be expected to perform, or that cannot be carried out safely by a single person. KARDEX cannot be charged for such assistance. The Buyer is to confirm the work carried out by the KARDEX technician by signing off the technician's work report.

10.4. If the Buyer fails to meet its obligations, KARDEX, after issuing a non-compliance notice, is entitled, but not obliged, to carry out the actions incumbent on the Buyer in the Buyer's place, and at Buyer's expense, or have them carried out by third parties. In addition, there can be no delay on the part of KARDEX to the extent and for as long as the Buyer has failed to meet its obligations.

## C. Provisions for Life Cycle Services

The terms and conditions for Life Cycle services are arranged in three major parts. Part C1 contains general definitions, Part C2 describes the terms and conditions for individual services and Part C3 outlines the terms and conditions for service contracts.

### C1: General Definitions

#### 1. Individual Service Orders

1.1. Subject matter of individual service orders is the provision of individual services, such as repairs, installations and commissioning without delivery of a system, relocation of a system, maintenance, modifications, retrofits and upgrades of any Product as delivered under Part B (hereinafter referred to individually or collectively as "Individual Service(s)" or "Individual Order").

1.2. The scope of services is determined in the subsequent provisions as well as in the order confirmation, which specify (a) the services to be provided, (b) the system, machine and/or software (hereinafter referred to individually or collectively as "Product(s)") for which the services are to be provided, (c) place of delivery and delivery times, and (d) the remuneration owed therefor.

#### 2. Service Contract

2.1. The subject matter of a service contract is the performance of maintenance, repair work or other services ("Maintenance" or "Service(s)") on Products over several years.

2.2. The scope of the services is determined by the service contract, specifying (a) the chosen service package (BASE, FLEX or FULL Care), (b) the Products for which Maintenance is to be provided, and (c) the remuneration payable as the annual fee.

### 3. Response Times

"**Helpdesk Reaction Time**" is defined as the time from when the Buyer's fault report is received by the KARDEX Central Call Desk ("CCD") to when KARDEX Remote Support or telephone-based service begins. "**OnSite Reaction Time**" is defined as the time from when the Buyer's fault report is received by the CCD to the service technician's arrival on site. Only the reaction time during normal office hours is relevant, with continuation on the next working day, where applicable. Times outside normal office hours will not be taken into account when calculating the response time, unless an extended "Onsite & Helpdesk support" is agreed upon in the corresponding service contract. KARDEX guarantees to the Buyer that it will meet response times as described in the service contract.

### 4. Fault Reports

- 4.1. All faults must be reported to KARDEX by telephone, online or using the Remote Help Request button, so that recording and classification of the fault can be undertaken within the Helpdesk Reaction Time, and so that the necessary arrangements can be initiated without delay.
- 4.2. The elimination of the fault is carried out by telephone support, Remote Support (if agreed) or an on-site callout of a technician. The choice of the suitable measure(s) is at the sole discretion of KARDEX.
- 4.3. If a Buyer submits fault reports outside the contractually agreed On-site & Helpdesk support hours, KARDEX is not obligated to initiate a service intervention such as telephone support, Remote Support or an on-site callout. If an on-site callout does, however, take place, the Buyer will be charged at double the applicable hourly rate of the KARDEX Buyer service.
- 4.4. KARDEX is obliged to investigate a fault only if it has been properly reported by the Buyer, and if the fault at the client's location is reproducible or can be demonstrated by machine-generated outputs.
- 4.5. For software fault special conditions apply. A software fault is present only if the use of core functions of the software is impossible or severely impaired, and/or
  - the software produces incorrect results, which cannot be attributed to operating errors by the Buyer; or
  - there is an uncontrolled interruption of the running of the software that is not caused by a program interface; or
  - use of the software is severely impaired or prevented in another manner contrary to correct functionality.
- 4.6. A software fault is not present in the case of problems for which the cause cannot be attributed to software supplied by KARDEX, but in particular rather to the software of other manufacturers, the Buyer's hardware or operating system, the database or a parameterization error on the part of the Buyer.

### 5. Timing / Agreement on Dates

- 5.1. If the Buyer cancels or postpones a service intervention arranged less than 48 hours before the start of the intervention, the Buyer is required to bear the costs associated therewith at the usual KARDEX rates.
- 5.2. KARDEX is entitled to invoice the costs for unnecessary travel to the Buyer's location or on-site waiting times in excess of 30 minutes separately at the usual KARDEX Buyer service hourly rates applicable at the time of the scheduled intervention.

### 6. Liability

- 6.1. To the extent permitted by law, KARDEX will not be liable for damage resulting from incorrect use of the Products, telephone or electronic transmission failures, faulty execution of support instructions by the Buyer, attempted repairs carried out by the Buyer itself or third parties, service parts not being available on site, untrained or unauthorized staff of the Buyer or third parties, or delay in reaching the on-duty service technician because of being engaged in another service intervention. Nor will KARDEX be liable for the consequences of any loss of data.
- 6.2. To the extent permitted by law, any liability for merchandise and goods stored in the Products is excluded.

### C2: Individual Services

#### 1. Individual Services Contain the Following Services

- 1.1. Installation and Commissioning Service to install newly and/or rebuild the Product by skilled technicians. This may include operation and/or maintenance training of Buyer personnel.
- 1.2. On-site support intervention for repair and recommissioning after a break down or loss of productivity. On-Site Services include the provision of labor by skilled technicians, materials such as spare parts, wear parts and consumables, travel costs and fees for daily allowance, as well as special fees for outside office hours call outs.
- 1.3. Remote Support or telephone support interventions are designed to enable the Buyer to bring back its system to normal operation in a short period of time and to therefore increase the operating time. The continuous monitoring via Remote Support can even prevent downtimes.
- 1.4. Relocation Service of KARDEX offers its Buyers the relocation and moving of the products manufactured by KARDEX, either within the same or to a different site, within domestic territory or abroad ("**Relocation Service**"). The Relocation Service comprises the dismantling of the Product at the old location, transport of the components from the old to the new location (if so agreed), interim storage of the components (if so agreed), installation at the new location, and commissioning of the Product. The relocation service does not include the rectification of defects and the replacement of wear parts, both of which require the placement of a separate order against a separate fee to be executed and handled independently from the relocation service. If the new location is in a different country than the old location, the Buyer is required to perform all the actions necessary for transportation to the other country and also the operation in the other country. The Buyer bears all the costs arising in this context (necessary modification of the Product, customs, clearance fees, etc.). Necessary modifications to the Product require a separate order for Individual Services (for a separate fee). The Buyer has to remove all the contents (goods in storage) from the Product, before relocation can take place.
- 1.5. Training services are designed to empower the Buyer's staff to operate the system according to its intended use, to increase the adherence to safe working methods and to positively influence the system's overall availability and performance.
- 1.6. Maintenance and Safety Tests are intended to maintain the system's reliability, to prevent unexpected break downs, to ensure the testing of safety equipment on a regular and professional basis as well as to reduce premature loss of the system's value.
- 1.7. Modification services are intended to adapt the system to the changes implied by the Buyer's business operation in mechanics and software to ensure that it meets changed operational requirements.
- 1.8. Upgrade and Retrofit Services are intended to bring the system up-to-date with the latest technology, with regards to mechanics and software.



1.9. The Spare Part Delivery Service is intended to enable the Buyer to purchase single parts to be fitted into the Buyer's systems or spare part packages with carefully selected assortments of parts which are stored at the Buyer's premises to ensure their availability in case of an on-site intervention.

## **2. Use of Third Party Sub-Contractors**

In order to meet its obligations under Individual Services, KARDEX may make use of the services of third parties. KARDEX is not obliged to perform the Individual Service itself. If KARDEX makes use of a third party, KARDEX will ensure by means of suitable contractual provisions with such party that the obligations of KARDEX under the Individual Service are fulfilled by the third party.

## **3. Unauthorized Intervention in Kardex Systems**

The Buyer is obliged to inform KARDEX before KARDEX commences its work about any external or internal work or renewal of parts carried out on the Product by the Buyer or third parties, whereby KARDEX shall be entitled to request a thorough chargeable inspection of such amended or renewed Product or decline to perform the Individual Service.

## **4. Technical Support by the Buyer**

The Buyer is obliged to provide technical support to KARDEX for the performance of the Individual Service at its own expense. Section B.10. applies accordingly in the case of an installation order or relocation order.

## **5. Acceptance**

5.1. As soon as KARDEX notifies the Buyer of the completion of the Individual Service, the Buyer must carry out an acceptance inspection of the performed services and/or delivered products. The results of such acceptance inspection including a detailed report of any defects are to be recorded in writing in a Buyer acceptance certificate, a signed copy of which must be immediately handed over/sent to KARDEX. If the Buyer fails to meet this complaint notification obligation, the respective warranty claims will lapse.

5.2. If acceptance is delayed for reasons beyond the control of KARDEX, the Products are deemed to be accepted 14 days after notification of completion by KARDEX. KARDEX is entitled to invoice the cost incurred from such delays.

5.3. If only minor defects are found in the acceptance inspection, the Buyer may not refuse acceptance. In such case, the Individual Service shall be deemed accepted.

5.4. With acceptance, KARDEX is no longer liable for any defects which could have been discovered on normal inspection and which are not listed in the Buyer acceptance certificate.

## **6. Limited Warranty**

6.1. KARDEX warrants the faultless provision of the services in accordance with the legal regulations, the applicable norms and directives as well as the recognized rules of technology.

6.2. In the event of breach of warranty by KARDEX, KARDEX shall have the right and the duty to rectify the defect within a reasonable period of time after written notice from Buyer. If KARDEX' first attempt to rectify the defect is unsuccessful or if KARDEX does not take any action, the Buyer has to grant KARDEX an additional thirty (30) days to rectify the defect. If the second attempt to rectify is unsuccessful or if KARDEX allows this second reasonable deadline to expire without taking any action, the Buyer is entitled to claim a reduction of the remuneration. The Buyer is also entitled to claim a reduction of the remuneration if KARDEX seriously and ultimately refuses to carry out the rectification from the outset. However, the Buyer may only withdraw from

the contract if the services carried out by KARDEX repeatedly show serious defects and KARDEX repeatedly fails to remedy breaches of warranty in accordance with this provision.

6.3. The Limited Warranty is voided in case of: (a) improper or unintended use, (b) faulty installation or commissioning by the Buyer or a person who is not certified or authorized by KARDEX, (c) modification, maintenance, repair or relocation of the Product by the Buyer or a third party, (d) excessive wear and tear due to circumstances within the Buyer's control, (e) faulty operation or negligent treatment of the Products, (f) use of inappropriate service fluids or replacement materials, (g) faulty construction or unsuitable soil on the Buyer's premises, (h) chemical or electronic effects, if these are not due to fault of KARDEX, (i) untrue indications by the Buyer or its advisers on the operational and technical conditions for the use of the products, and (j) cases of Force Majeure as defined herein.

## **7. Remuneration**

7.1. The remuneration for Individual Services will be charged on a time and material basis according to KARDEX's current price list, unless a lump sum fee has been expressly agreed.

7.2. KARDEX has the right to charge the Buyer any costs for unnecessary travel to the Buyer or if the Individual Service could not be performed for reasons for which the Buyer is responsible.

7.3. Any waiting times caused by the Buyer's lack of support can be charged by KARDEX to the Buyer.

## **C3: Specific Provisions for Service Contracts**

### **1. Service Packages**

1.1. The services provided by KARDEX in the context of service contracts are determined by the product and service descriptions of the Service Contract, the technical requirements, the specified maintenance intervals as well as the defined software upgrades, service releases and software updates. Such services can include all products delivered under Part B.

1.2. In general, KARDEX will carry out maintenance work during normal office hours. To have access to services outside normal office hours, the Buyer can opt for the "FLEX Care" or "FULL Care" service packages, which must be ordered separately.

1.3. Without prejudice to the warranty under delivery contracts, KARDEX does not provide any warranty that the Product will remain free of defects and/or will function without interruption during the term of the service contract. The warranty for services provided by KARDEX is based on section C3.4.

1.4. The inclusion of a Product in a service contract requires that the Product and its components are in a technically perfect condition and that the Buyer has acquired a right to use the current version of the software. Products for which the warranty commencing on delivery has already expired will only be included in the service contract after they have been subjected to an inspection by KARDEX. The costs for the inspection and any expenses incurred for bringing the Product to be included back into a proper condition shall be borne by the Buyer, according to the applicable rates and price lists.

1.5. The KARDEX remote support portal ("KARDEX Remote Support") allows the condition of the product to be monitored by the assessment of technical data from the control unit. All personal data and Buyer related data exchanged in the context of the services will be used exclusively for the purposes defined in these terms of use. A connection to the KARDEX Remote Support does not guarantee that malfunctions can be diagnosed or eliminated by means of the KARDEX Remote Support. If the malfunction cannot be solved by means of KARDEX Remote Support, KARDEX will send a service technician to the concerned Product to eliminate the malfunction and will separately charge its services pursuant to the applicable rates and price lists.

## **2. Buyer Obligations**

2.1. The Buyer shall treat and use the Product in accordance with KARDEX operating recommendations. The Buyer shall enable KARDEX to eliminate malfunctions arising due to incorrect operation, at the Buyer's expense.

2.2. Faults are to be reported solely by the Buyer authorized person commissioned with operating the machine in accordance with the KARDEX operator manual to the on-duty KARDEX service technician. The fault report must be submitted from the location of the Product concerned using a suitable means of communication, specifying the Product name, the model and serial or license number and the best possible description of the fault. The disclosure of KARDEX contact details or premises access codes to any third parties is expressly prohibited in the interests of ease of access. The Buyer is obliged to keep his technical equipment available in such a way that the support by KARDEX via telephone or KARDEX Support Portal is possible. Connection costs shall be borne by the Buyer.

2.3. With the conclusion of a KARDEX Remote Support contract, the Buyer undertakes to provide a functional data transmission device (remote connection for KARDEX Remote Support), sufficiently protected against unauthorized third-party access, to allow KARDEX appropriate access to the Buyer's system for support tasks. As a prerequisite for this, the Buyer must provide KARDEX the required authorizations. Remote support is carried out via a suitable separate remote service software application, such as the KARDEX Remote Support application, or in exceptional cases, TeamViewer. Any data transmission costs incurred and any other costs arising from remote service are borne by the Buyer. Further details on this may be provided in the support contract. If the Buyer does not have data transmission facilities as defined above available, the Buyer shall reimburse KARDEX for the resulting increased expense. KARDEX is relieved from its duty to perform remote service, if – for reasons for which KARDEX is not responsible – no connection can be established from the system or if Buyer fails to provide remote access as set forth herein, and as may be required under the terms of the service contract.

2.4 When required, the Buyer will support the KARDEX service technician on site with its own personnel to the best of its ability and to a reasonable extent; this applies in particular if the work to be carried out is beyond what a single person can reasonably be expected to do, or can do safely. There is no reimbursement claim against KARDEX for this. The Buyer will sign off the work done by the KARDEX service technical on the technician's work report, as the basis for invoicing.

2.5. The Buyer must ensure that the Products are exclusively available at the agreed timeslot to the KARDEX service technician executing the service, and that they can be shut down from operation for this purpose.

2.6. During the term of the service contract, the Buyer is obliged to have all maintenance and repairs on the Products carried out solely by KARDEX or an authorized subcontractor of KARDEX. Where applicable, it is to inform KARDEX of any prior work on the Products itself or parts replacements carried out by the Buyer itself or third parties, before the work starts. In such cases, KARDEX is entitled to require a thorough check of the Products in question by KARDEX or an authorized subcontractor of KARDEX at the Buyer's expense or otherwise to decline to perform the service.

2.7. The Buyer will not change the location of the Product without prior written notice to KARDEX. Upon request, and at the Buyer's expense, KARDEX will carry out or supervise the relocation. If the Buyer does not have the relocation carried out or supervised by KARDEX, KARDEX services under the service contract will be suspended during the relocation and KARDEX will perform a system audit to ensure the correct and safe functionality of the Products before reinstating the services. Such a system audit will be charged separately according to the applicable rates and price lists. Any damages

caused by an improper relocation will not be covered by the service packages.

2.8. The Buyer undertakes to actively accompany and support KARDEX in case of a maintenance issue in fault diagnosis and elimination conducted in the context of the KARDEX Remote Support. The Buyer notifies to KARDEX in writing qualified employees educated by KARDEX as contact persons authorized to perform and take all actions and decisions for the Buyer which are necessary in connection with the ordinary use. The contact person remains with the Product during the whole process of remote service ready to intervene, where appropriate, e.g. by operating the emergency shutdown. The Buyer is solely responsible for taking the necessary safety precautions to ensure that persons and property are not endangered during maintenance.

2.9. Employees of the Buyer require a password for the use of the KARDEX Remote Support. Every person, legitimating him or herself via password, is deemed to be authorized towards KARDEX, and all entries and instructions based on a formally error free legitimization will be attributed to the Buyer.

### 3. Remuneration for Service Contracts

3.1. An annual fee is charged for the services specified in the service contract, the amount of which depends on the selected service packages (BASE, FLEX, or FULL Care).

3.2. The first annual fee is invoiced on the signing of the service contract, and thereafter before the start of each contract year.

3.3. KARDEX reserves the right to increase or decrease the annual fee. If the increase is more than 5% of the agreed annual fee, the Buyer has an extraordinary right of termination for cause. The Buyer may then terminate the contract early, within one month of receiving the invoice for the increased annual fee, to take effect for the first contract year to which the increased annual fee applies.

3.4. KARDEX is entitled to charge the Buyer for unnecessary travel to the Buyer's location or if the service or part of the service cannot be performed on site if the Buyer is responsible for the impediment. If the Buyer, according to the service contract, has undertaken to keep certain parts in stock or if the Buyer failed to order from KARDEX the parts necessary for the service as specified by KARDEX, the Buyer may be charged for any waiting times caused by the required service parts not being available on site.

3.5. Additional inspections following the repair of Products or the replacement of missing technical documents or service booklets are not included in the annual fee and will be invoiced separately at the hourly rates of KARDEX Buyer service applicable the time.

### 4. Limited Warranty

4.1. KARDEX warrants the faultless provision of the Services in accordance with the relevant rules of law, the applicable norms and regulations and the recognized rules of technology.

4.2. In the event of breach of warranty by KARDEX, KARDEX shall have the right and the duty to rectify the defect within a reasonable period of time after written notice from Buyer. If KARDEX's first attempt to rectify the defect is unsuccessful or if KARDEX does not take any action, the Buyer has to grant KARDEX an additional thirty (30) days to rectify the defect. If the second attempt to rectify is unsuccessful or if KARDEX allows said reasonable deadlines to expire without taking any action, the Buyer is entitled to claim a reduction of the remuneration for the improperly rendered service. The Buyer is also entitled to claim a reduction of the remuneration if KARDEX seriously and ultimately refuses to carry out the rectification from the outset. The Buyer has a right to withdraw from the contract only if the services carried out by KARDEX repeatedly show serious defects and if KARDEX repeatedly fails to remedy breaches of warranty in accordance with this provision.



4.3. The warranty runs as from acceptance of the service. The Buyer is obliged to immediately inspect and accept any service performed for defects and to immediately notify KARDEX in writing of any defects. The Buyer's warranty claims are forfeited to the extent that it fails to meet this obligation to raise a complaint.

4.4. The warranty is void if work or attempted repairs are carried out on the Products by maintenance companies not approved or certified by KARDEX.

4.5. Unless explicitly agreed otherwise, KARDEX does not warrant that maintenance and inspections will be carried out within a particular time frame. KARDEX further does not warrant that in the case of KARDEX Remote Support a third party does not gain unauthorized access to the Products.

## **5. Term and Termination of the Service Contract**

5.1. The service contract enters into force at the time specified in the service contract and has an initial term of 2 years.

5.2. It will be extended by further periods of one year in each case unless terminated in writing by either party, with at least 3 months' notice to the end of the respective contractual period.

5.3. The service contract may be terminated in writing for cause by either party with immediate effect if one of the contracting parties has significantly breached its obligations under the service contract and fails to remedy the breach, in spite of a compliance notice from the other party giving it a deadline of 2 weeks to do so. Section C3.4 shall apply to breaches of duty in connection to warranty claims.

5.4. KARDEX may demand that individual Products be excluded from the service contract after a notice period of 3 months, if the Products concerned can no longer be properly maintained because of excessive wear and tear, excessive efforts and lack of availability of spare parts or obsolescence (section B.9.).



## Administrative Services Committee Meeting

Meeting Date: June 10, 2025

### Case Manager Position for Accountability Courts and Treatment Courts

<b>Department:</b>	State Court – Accountability Court
<b>Presenter:</b>	Judge Ashanti L. Pounds
<b>Caption:</b>	Motion to approve conversion of grant-funded Case Manager Aide position to County-funded Case Manager position for State Court Accountability and Treatment Courts and approve the transfer of associated funds.
<b>Background:</b>	Richmond County State Court provides two Accountability Courts and two Treatment Courts to facilitate sentencing alternatives and treatment for substance abuse issues. Augusta’s Accountability Court DUI Court and Veteran’s Court are partially grant-funded through the Council of Accountability Court Judges. This grant includes a Case Manager Aide position. The Treatment Courts are not eligible for support through this funding. As a result, the Case Manager Aide is limited to only providing support to the Accountability Courts. The grant will not allow for a shared-funding position.
<b>Analysis:</b>	The Accountability Courts currently have approximately 39 participants. The Treatment Courts have a much larger census with approximately 137 participants, with a correspondingly larger need for staff support. Converting the Case Manager Aide position to a County-funded Case Manager position would allow the position to support both the Accountability and Treatment Courts, thus allowing the larger Treatment Courts to have the adequate support they need. The requested salary for the converted position is \$47,000.
<b>Financial Impact:</b>	The estimated full-year cost of the position with benefits is approximately \$63,060. If the position is implemented in July 2025, the FY2025 cost is approximately \$31,530.
<b>Alternatives:</b>	Do not convert the position to County funding and remain with the current grant-funded position.
<b>Recommendation:</b>	To approve conversion of grant-funded Case Manager Aide position to County-funded Case Manager position for State Court Accountability and Treatment Courts and approve the transfer of associated funds.
<b>Funds are available in the following accounts:</b>	General Fund contingency for FY2025 costs; FY2026 changes will be reflected in State Court budget.



**REVIEWED AND**  
**APPROVED BY:**

*Item 17.*



## Administrative Services Committee

Meeting Date: June 10, 2025

### Motion to Reject Unsolicited Proposal #25-000 Proposed Development of a Pickleball and Tennis Complex with an Associated Hotel

<b>Department:</b>	Procurement / Recreation and Parks
<b>Presenter:</b>	Darrell White / Tameka Williams
<b>Caption:</b>	Motion to reject the unsolicited proposal for the proposed development of a pickleball and tennis complex with an associated hotel (25-000)
<b>Background:</b>	<p>, Georgia adopted the Public-Private Facilities Infrastructure Act of 2015 (the "PPFIA")(OCGA section 36-91-110 et seq.) on July 18, 2017, Augusta, Georgia provides a process to partner with private entities for the development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide such projects to the public in a timely or cost-efficient fashion. Procurement solicits proposals via an advertisement each year for unsolicited proposals. The deadline for the unsolicited proposal was March 31, 2025. Augusta received an unsolicited proposal from Dink'd Pickleball and T &amp; T Developers, LLC for the proposed development of a pickleball and tennis complex with an associated hotel</p> <p>Per the process and procedures, an Advisory Committee and Evaluation Committee was created to review the proposal. The proposal was reviewed by an evaluation committee, including representatives from Recreation and Parks, Housing and Community Development Department, Planning and Development Department, Finance, and the Administrator's Office. After a thorough review, the evaluation committee recommends rejecting the proposal.</p> <p>The funding source listed in the proposal was to redirect SPLOST 8 funds from Newman Tennis Center to new proposed tennis center.</p>
<b>Analysis:</b>	<p>Included in the proposal as the County Proposal was to:</p> <ul style="list-style-type: none"> <li>- Redirect SPLOST 8 funds from Newman Tennis center to new tennis center</li> <li>- County lease tennis courts for \$1/year, fund maintenance, taxes, utilities</li> <li>- Private management to ensure accessibility and programming</li> <li>- Revitalize Flemming and Diamond Lakes courts as part of future plans</li> </ul> <p>The recommendation to request the unsolicited proposal include the following below:</p> <p><b>Funding Source:</b> The recommended funding source is to use SPLOST 8 from the Newman Tennis Center project. SPLOST 8 funding was already approved by the Augusta voters and the governing body. These funds cannot be reallocated.</p> <p><b>Management:</b> The proposal entails that private management would be overseeing its operation with other sites not on its location, to include Fleming &amp; Diamond Lake Tennis Centers.</p>



**Maintenance:** A long-term plan for the implementation of court maintenance and what future funding be available from Augusta-Richmond County.

The Recreation Department is currently moving forward with utilizing the SPLOST 8 funding to renovate the Newman Tennis Center. Financial concerns also arise, as Augusta is proposed to fund maintenance, taxes, utilities and a private management company. The project's viability is further questioned due to unknown projected revenues from sources to include rentals, tournament hosting fees, memberships, pro shop sales, and hotel room. rentals. Lastly, the proposal puts at risk is the future of Newman tennis center due to the request to redirect funding to the new proposed center.

**Financial Impact:** Accepting the proposal could result in significant financial strain on Augusta due to SPLOST 8 funding already being allocated and voted on by the Augusta Richmond County Citizens. Additional expenses to include hiring a private management company, funding maintenance, taxes, and utilities.

**Alternatives:** N/A

**Recommendation:** Reject the unsolicited proposal. It is recommended that the unsolicited proposal development of a pickleball and tennis complex with an associated hotel in Richmond County be denied. Instead, the Committee recommends that Augusta should adhere to the SPLOST 8 voter approved allocation and the established plans for Newman Tennis Center.

**Funds are available in the following accounts:** N/A

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

Unsolicited proposals for qualifying projects will be received by Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

Darrell White, Interim Director  
 Augusta Procurement Department  
 UNSOLICITED PROPOSAL  
 535 Telfair Street – Suite 605  
 Augusta, Georgia 30901

Please submit six (6) copies: Five (5) bound and One (1) unbound copy of the proposal.

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [unsolicitedproposal@augustaga.gov](mailto:unsolicitedproposal@augustaga.gov) to the office of the Procurement Department. No Unsolicited Proposal will be accepted by fax, all must be received by mail or hand delivered.**

Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (g) any additional information as Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”). Proposals should be prepared simply and economically, providing a concise description of the proposer’s capabilities to complete the proposed qualifying project and the benefits to be derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”) that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by the local Government for further review. If any information necessary to make a meaningful evaluation is missing, the Local Government may request such information from the proposer. Unsolicited proposals maybe subject to the Open Records Act.

Note: “**Unsolicited Proposal**” means a written proposal for a qualifying project that is received by the local Government and is not in response to any request for proposal for a qualifying project issued by the local Government.

Process and procedures concerning unsolicited proposals can be found:


[www.augustaga.gov/unsolicitedproposal](http://www.augustaga.gov/unsolicitedproposal)

Publish:

Augusta Chronicle: October 31, November 6, 14, 21, 28, December 5, 2024

Metro Courier: October 31, 2024



<div>  <div> RFPUP 25-000 Unsolicited Proposal  for Augusta, GA Procurement Department  RFPIP Opening: April 1, 2025 @ 10:00 a.m. </div> </div>			
VENDORS	Processing Fee	Original 1	Copies 5
Creative Outdoor Advertising 8875 Hidden River Parkway, Suite 300 Tampa, FL 33637	No	Yes	Yes
Turn Back the Block P.O. Box 3366 Augusta, GA 30914	No	Yes	Yes
Dink'd Pickleball and T&T Developers, LLC 1024 Peninsula Xing Evans, GA 30809	Yes	Yes	Yes



## Unsolicited Proposal Evaluation Form 25-000

### Strategic Committee Review

**Unsolicited Proposal Number: UP# 25-000**

**Project Name: Proposed Development of a Pickleball and Tennis Complex with an Associated Hotel in Richmond County**

**Date of Evaluation: 5/20/2025 Recommendation Date to Commission:**

- The priorities of Augusta, Georgia (Government);
- Consideration of the submission's value proposition and merit to the Government; and
- Whether certain criteria outweigh others in the context of the proposal being reviewed.

Evaluation Criteria	Scoring Range 1 - 5
1. Does the proposal strategically align with current Government policy and objectives? 1 = Weak / 5 = Strong	<b>3.5</b>
2. Does the Committee believe that the proposal will deliver net economic benefits to the Government? (i.e. will it generate jobs, business activity, stimulate urban renewal, etc. that would otherwise be foregone) 1 = No benefits; 5 = High benefits	<b>3.8</b>
3. Does the Committee believe that the proposal will likely have a net financial impact on Government? (i.e. will Government have to incur expenditure?) 1 = High impact; 5 = No impact	<b>2.2</b>
4. Does the proposal have the ability to generate additional cash flow revenues for the Government? 1 = No revenues; 5 = Substantial revenues	<b>3.9</b>
5. Does the Committee believe that the proposal will likely have an impact on the community? 1 = Negative impact; 5 = Positive impact	<b>4</b>
6. Does the Committee believe that the proposal will likely have an impact on the environment? 1 = Negative impact; 5 = Positive impact	<b>3</b>
7. Are the risks associated with the proposal acceptable to Government? 1 = Not acceptable; 5 = Acceptable?	<b>2.4</b>
8. Is the proposal achievable in terms of delivery with respect to Government changes required and timeliness? 1 = Not achievable; 5 = Achievable	<b>3.1</b>
9. Intuitively, does the Committee believe that the proposal may be viable but lack adequate information to make a decision? 1 = Not viable, no further info required; 3 = Possibly viable, more info required; 5 = Viable, no further info required	<b>3.2</b>
10. Does this proposal represent a value proposition that the Government should consider? 1 = No; 5 = Yes	<b>3</b>
<b>Total</b>	<b>32.1</b>
<b>Recommendation to Accept or Reject</b>	<b>REJECT</b>

**Additional Reason for Acceptance / Rejection: Committee request to reject.**

**Augusta funding source proposed is SPLOST 8. SPLOST 8 funding has been allocated and approved by Augusta Richmond County Voters. The referenced funding for the Newman Tennis Center cannot be changed or reallocated.**

**Is additional information needed from Proponent: NO**

**Evaluation Committee Number: Cumulative DATE: 5/20/2025**

**Procurement Review: Nancy Williams DATE: 5/20/2025**



## MEMORANDUM

TO: Darrell White, Interim Director-Procurement

FROM: Tameka D. Williams, CPRP, CYSA, Director-Recreation & Parks

DATE: May 28, 2025

RE: 25-000 Unsolicited Proposal: Development of a Pickleball and Tennis Complex with an Associated Hotel in Richmond County

---

After careful evaluation of the unsolicited proposal for development of a pickleball and tennis complex with an associated hotel in Richmond County, it is recommended that the proposal be denied. The recommendations are based on several factors outlined below.

**Funding Source:** The recommended funding source is to use SPLOST 8 from the Newman Tennis Center project. SPLOST 8 funding was already approved by the Augusta voters and the governing body. These funds cannot be reallocated.

**Management:** The proposal entails that private management would be overseeing its operation with other sites not on its location, to include Fleming & Diamond Lake Tennis Centers.

**Maintenance:** A long-term plan for the implementation of court maintenance and what future funding be available from Augusta-Richmond County.

In light of the above considerations, it is recommended that the unsolicited proposal development of a pickleball and tennis complex with an associated hotel in Richmond County be denied. Instead, the Committee recommends that Augusta should adhere to the SPLOST 8 voter approved allocation and the established plans for Newman Tennis Center.

# Proposed Richmond County Tennis and Pickleball Center

**Dink'd Pickleball and T & T Developers, LLC**

Troy Paul Coon MD, Troy Akers DO

# ORIGINAL

## SUMMARY

Mar 31, 2025

## Unsolicited Proposal

**Project Description:** Develop a Pickleball and Tennis complex with an associated hotel in Richmond County.

**Project Location:** 3757 Wheeler Rd, Augusta, GA 30909

**Synopsis of Project:** T & T Developers, LLC intends to purchase the site with private funds and construct a 100,000 sq ft recreational facility including 2 indoor tennis courts, indoor and outdoor pickleball courts, a 15,000 sq ft gym, classrooms, stadium seating for events, and a 200-bed hotel. A partnership with Richmond County is proposed to develop 18 outdoor tennis courts on the same property. T and T Developers request \$7.5 million in SPLOST 8 funds to construct the tennis facility.

### Facility Amenities:

- 18 outdoor tennis courts, 2 indoor courts
- 24 outdoor and 24 indoor pickleball courts
- Pro shop, clubhouse, locker rooms
- Viewing areas, classrooms, office space
- Indoor walking track
- 200+ bed hotel with conference center
- 500+ event parking spaces
- Additional parcels for county development

### Programs and Events:

- Lessons, youth and adult leagues
- Tournaments: USTA, NCAA, MLP, PPA
- Special events

**Feasibility Statement:** Growing interest in pickleball and stable tennis participation create demand. The hotel will serve event and general visitors. The site is accessible, near major roads and Augusta University.

### Economic Impact (estimates):

- Job creation: 875 total (350 direct, 525 indirect)
- 5-year revenue: \$80.86 million
- Tax revenue: \$13.94 million



# Proposed Richmond County Tennis and Pickleball Center

**Dink'd Pickleball and T & T Developers, LLC**

Troy Paul Coon MD, Troy Akers DO

- Economic impact: \$181.93 million

## Financial Assumptions:

- Hotel: 200 rooms, 75% occupancy, \$150 rate
- Memberships: 2000 @ \$75/month
- Court rental: \$20/hour
- Tournaments and events: 25,000 visitor nights/year
- Visitor spending: \$6.88 million/year

## County Proposal:

- Redirect SPLOST 8 funds from Newman Tennis Center to new tennis center
- County lease tennis courts for \$1/year, fund maintenance, taxes, utilities
- Private management to ensure accessibility and programming
- Revitalize Flemming and Diamond Lakes courts as part of future plans

## Timeline:

- Property close by mid-May 2025
- Tennis facility complete by end of 2026/start of 2027
- Full project completion by 2028

## Funding Plan:

- Private bank financing (Queensborough National Bank)
- \$7.5M SPLOST 8 for tennis facility (total estimated cost: \$8.58M)

## Tennis Venue Cost Breakdown:

- Construction: \$2.7M
- Lighting: \$540K
- Fencing: \$270K
- Site prep: \$1.5M
- Bathrooms, walking paths, seating, security: ~\$2.1M
- Development fee (15%): \$1.07M
- Contingency (5%): \$409K
- Total: \$8.58M

## Support Data:

- Comparable success in Macon (Rhythm and Rally) and Rome, GA (Rome Tennis Center)
- Strong precedent for economic growth from similar projects

## Collaborators:

# **Proposed Richmond County Tennis and Pickleball Center**

**Dink'd Pickleball and T & T Developers, LLC**

Troy Paul Coon MD, Troy Akers DO

- Augusta University, Augusta Tech, Augusta Sports Council, Destination Augusta

## **Concerns Addressed:**

- Traffic and parking: adequate capacity planned
- Newman Tennis supporters: proposed site within 4 miles; long-term vision includes revitalization of all tennis facilities

## **Project Team:**

- Dr. Troy Akers and Dr. Troy Coon (T&T Developers)
- Allen+Batchelor Construction (John Allen)
- Civil Engineer: Bo Slaughter
- Architect: McMillan Pazdan Smith
- Law: Hull Barrett (Ben Dinges)
- Banking: Queensborough National Bank and Trust (Adam Harris, Charles Bennett)

**Closing:** Years of planning have gone into this project to provide a premier recreational facility for Richmond County. With county support, this development will strengthen the community, promote health, and drive economic growth.



# Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

Mar 31, 2025

## Unsolicited Proposal

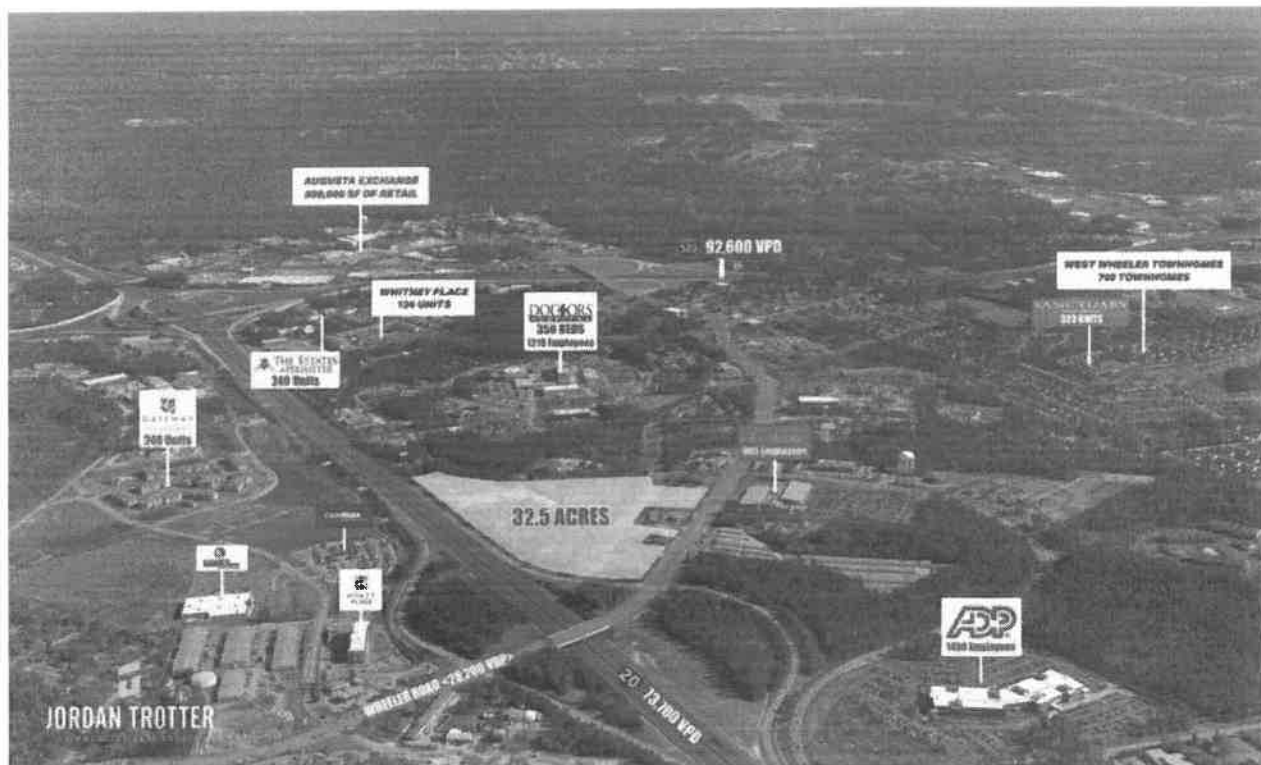
### Project Description:

Develop a Pickleball and Tennis complex with an associated hotel in Richmond County.

See below for graphic view and site plan.

### Project Location:

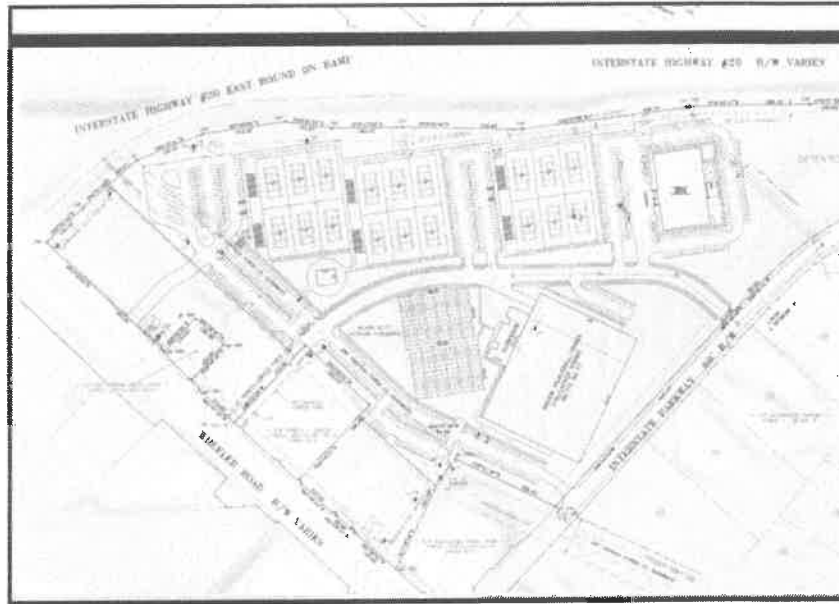
3757 Wheeler Rd, Augusta, GA 30909 (the "Property")



# Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO



## Synopsis of Project:

T & T Developers, LLC, a Georgia limited liability company ("Developer"), intends to purchase the above Property with private funds and develop an approximately 100,000 sq ft recreational facility with 2 indoor tennis courts, indoor and outdoor pickleball, an approximately 15,000 sq ft gym, multiple classrooms and educational spaces, stadium indoor seating for commencements and entertainment events in conjunction with an approximately 200 bed hotel all intended to be located at the Property (the "Developer Component"). We are excited about the opportunity to partner with Richmond County in the additional development of eighteen (18) outdoor tennis courts on the same Property (the "Outdoor Tennis Courts") (the Developer Component and the Outdoor Tennis Courts are collectively the "Facility" or the "Richmond County Tennis and Pickleball Center"). Making a union with Richmond County will bring prominence in the Tennis world to the area. Developer is requesting Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) to construct the Outdoor Tennis Courts. Below we have included a cost estimate to develop the Facility. We understand that SPLOST 8 currently allocates sufficient funds for the development of the Outdoor Tennis Courts. We also understand that other tennis facilities in Richmond County are in need of substantial repair. We intend for the Facility to establish a competitive facility in Richmond County that can host a variety of tournaments that will allow Richmond County to use the economic impact and possible additional grant money to raise funds to revitalize both Flemming and Diamond Lakes tennis facilities. This would be essential in the ability for Augusta to bring large tournaments.



# Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

The proposed Richmond County Tennis and Pickleball Center would be a state-of-the-art facility that would provide residents of all ages and skill levels with a place to play tennis and pickleball. The center would be located at 3757 Wheeler Road, Augusta, Georgia and would include the following amenities:

- 18 competitive outdoor tennis courts, 2 indoor courts
- 24 outdoor and 24 indoor pickleball courts
- A pro shop
- A clubhouse with full sized locker rooms and showers
- A viewing area for spectators
- Multiple office spaces and classroom space
- Indoor walking track
- 200+ bed hotel with conference center
- 500+ event parking spaces
- Additional parcels of land available for amenities or development

The Facility (or portions thereof) would be open to the public and would offer a variety of programs and events, including:

- Tennis and pickleball lessons
- Junior tennis and pickleball programs
- Adult tennis and pickleball leagues
- Tennis and Pickleball Tournaments
  - USTA, NCAA, MLP, PPA
- Special events

The Richmond County Tennis and Pickleball Center would be a valuable asset to the community and would provide a place for people to get exercise, socialize, and have fun while bringing significant revenue and jobs to Richmond county in the form of tax revenue and economic impact.

## Feasibility Statement: Pickleball and Tennis Facility with Adjacent Hotel

### Project Overview

This feasibility statement assesses the viability of developing a multi-use recreational and hospitality facility featuring a state-of-the-art pickleball and tennis complex, complemented by an adjacent hotel. The project aims to capitalize on the growing popularity of pickleball and the consistent demand for quality accommodations in regional sports tourism and recreational travel.

# Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

## Market Demand

Pickleball is currently the fastest-growing sport in the United States, with millions of active players and increasing interest across all age groups. Tennis continues to have a stable, dedicated base of participants. Together, these sports present a strong foundation for year-round recreational and tournament activity. The combined facility will appeal to local residents, traveling athletes, tournament organizers, and tourists.

The hotel will serve both sports-related and general travelers, including families, business travelers, and regional tourists. By leveraging event-driven traffic from the courts and tournaments, the hotel is expected to achieve higher-than-average occupancy rates, especially during weekends and peak seasons.

## Site Suitability

The proposed development site offers sufficient acreage for multiple pickleball and tennis courts, a clubhouse, pro shop, food and beverage services, and a 200+ bed hotel. Site accessibility via Interstate 20 and Wheeler Road, proximity to Augusta University, and availability of utilities and services will support both construction and long-term operations, making the Property ideal for the development of the Facility.

## Economic Impact

- Direct Revenue Sources: Court rentals, tournament hosting fees, memberships, pro shop sales, hotel room rentals, F&B services.
- Indirect Revenue: Local tourism spend, job creation, and tax contributions.
- The project is expected to generate local employment (management, hospitality, coaching, maintenance) and stimulate surrounding businesses.

## Cost and Investment

Estimated development costs include land preparation, court and facility construction, hotel development, and initial staffing. Funding will be sought through a combination of private investment, bank financing, and potential public-private partnerships or grants supporting community recreation and tourism.

## Risk Assessment

- Mitigated Risks: Diversified revenue streams, increasing interest in sports tourism, potential for hosting large events.
- Primary Risks: Seasonality, weather impacts (for outdoor courts), competitive lodging



# Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

supply.

The Primary Risks identified above can be offset through, among other things, design strategies (e.g., indoor courts), strategic marketing, and bundled hotel-court packages.

## Conclusion

Our preliminary analysis supports the feasibility of a combined pickleball/tennis facility with an adjacent hotel. With proper planning, market positioning, and operational management, this project has strong potential for financial viability, community value, and long-term growth.

## Economic Output and Impact

Our analysis of the economic impact would be substantial for the county and local businesses and has the potential of creating upward of 800 jobs and over \$13 million in tax revenue within the first five years and over \$100 million in economic impact. These are conservative calculations using sales and membership data along with conservative hotel projections.

- Hotel: 200 room hotel, 75% occupancy, \$150 daily rate
- Memberships: 2000 at \$75 monthly average (pickleball, gym, and tennis)
- Court Rental Revenue at \$20 per hour
- Tournament Revenue based on 12 pickleball and 11 tennis tournaments with 500 out of town visitors per event. (2 night stay)
- 4 Concert events annually with 500 visitors (1 night stay)
- Hotel Tax of 8%, Sales tax of 8.5%, Property tax of 1.08%
- Economic Output and Impact multipliers of 1.5
- Household earnings multiplier of 1.3
- Indirect Jobs multiplier of 1.5

## Total Revenue Estimates

The following preliminary estimates are based on information and projections calculated by Developer and subject to change.

Year	Hotel Revenue	Membership revenue	Court Rental Revenue	Tournament Revenue	Total Annual Revenue
1	\$8,212,500	\$1,800,000	\$2,409,000	\$3,750,000	\$16,171,500

# Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

<b>2</b>	<b>\$8,212,500</b>	<b>\$1,800,000</b>	<b>\$2,409,000</b>	<b>\$3,750,000</b>	<b>\$16,171,500</b>
<b>3</b>	<b>\$8,212,500</b>	<b>\$1,800,000</b>	<b>\$2,409,000</b>	<b>\$3,750,000</b>	<b>\$16,171,500</b>
<b>4</b>	<b>\$8,212,500</b>	<b>\$1,800,000</b>	<b>\$2,409,000</b>	<b>\$3,750,000</b>	<b>\$16,171,500</b>
<b>5</b>	<b>\$8,212,500</b>	<b>\$1,800,000</b>	<b>\$2,409,000</b>	<b>\$3,750,000</b>	<b>\$16,171,500</b>
<b>5 year Total</b>					<b>\$80,857,500</b>

## Total Tax Revenue

<b>Year</b>	<b>Hotel Tax Revenue</b>	<b>Property Tax Revenue</b>	<b>Sales Tax Revenue</b>	<b>Total Tax Revenue</b>
<b>1</b>	<b>\$657,000</b>	<b>\$756,000</b>	<b>\$1,374,578</b>	<b>\$2,787,578</b>
<b>2</b>	<b>\$657,000</b>	<b>\$756,000</b>	<b>\$1,374,578</b>	<b>\$2,787,578</b>
<b>3</b>	<b>\$657,000</b>	<b>\$756,000</b>	<b>\$1,374,578</b>	<b>\$2,787,578</b>
<b>4</b>	<b>\$657,000</b>	<b>\$756,000</b>	<b>\$1,374,578</b>	<b>\$2,787,578</b>
<b>5</b>	<b>\$657,000</b>	<b>\$756,000</b>	<b>\$1,374,578</b>	<b>\$2,787,578</b>
<b>5 year total</b>				<b>\$13,937,888</b>

## Job Creation

<b>Description</b>	<b>Amount</b>
<b>Direct Jobs Created</b>	<b>350</b>
<b>Indirect Jobs Created</b>	<b>525</b>
<b>Total Jobs Created</b>	<b>875</b>

# Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

## Economic Impact 5 year totals

Total Annual Revenue	Total Tax Revenue	Total Economic Output	Total Household Earnings	Total Economic Impact
\$80,857,500	\$13,937,888	\$121,286,250	\$157,672,125	\$181,929,375

## Visitor Spending Analysis

Visitor spending will contribute significantly to the local economy, generating income for local businesses in various sectors such as dining, shopping, and entertainment.

Estimated Annual Visitor Nights: (only complex specific, not counting, the other potential 29,000)

- Pickleball Tournaments: 12 events × 500 visitors × 2 nights = 12,000 visitor nights
- Tennis Tournaments: 11 events × 500 visitors × 2 nights = 11,000 visitor nights
- Concert Events: 4 events × 500 visitors × 1 night = 2,000 visitor nights

Total Visitor Nights: 12,000 + 11,000 + 2,000 = 25,000 visitor nights annually.

## Total Visitor Spending Estimate:

Category	Amount
Estimated Annual Visitor Nights	25,000
Estimated Total Annual Visitor Spending	\$6,875,000

## Proposal:

Proposal for Richmond County involvement would be to assist in developing the Outdoor Tennis Courts. We propose the SPLOST 8 funds that are currently allocated for the Newman Tennis Center be used toward the development of the Outdoor Tennis Courts.

Additionally we propose a private management company administer the tennis/pickleball



# Proposed Richmond County Tennis and Pickleball Center

**Dink'd Pickleball and T & T Developers, LLC**

Troy Paul Coon MD, Troy Akers DO

operations, ensuring the facility's potential is maximized for maximum county resident use, low and middle income resident access and programming, children's programming and development of youth fitness initiatives. Richmond County would fund development of the Outdoor Tennis Courts and pay \$1.00 per year to lease the Outdoor Tennis Courts and Richmond County would reimburse Developer or pay for the maintenance, property taxes, and utilities associated with the Outdoor Tennis Courts. The lease would renew annually.

Continued improvement and management of Flemming and Diamond Lakes would fall under the private management. In hopes to raise funds to bring those locations up to competitive courts as well. Our Overall vision for Augusta is to have at least 50 competitive tennis courts.

## **Project Timeline:**

We anticipate purchasing the Property by mid-May with immediate ground breaking on property in the form of grading. We project a 12-14 month timeline on Facility development and beginning of infrastructure on site. We will be bonded and use monthly invoicing of funds only after work is completed.

Total time for entire project completion is 2028. This would include pickleball, tennis and hotel completion.

We anticipate an operational tennis facility by the end of 2026 or the beginning of 2027.

## **Finance Planning:**

Private funding with debt service through Queensborough National Bank and Trust will be used to purchase the Property and fund the Facility.

Richmond County Splost 8 funds for the development of the Outdoor Tennis Courts development. This would be bonded and only billed after the work has been completed. We estimate the total cost of building 18 new competition level tennis courts with associated restroom facilities, seating, lighting and appropriate technology to be around 8.5 million dollars. We are asking Richmond County to use the 7.5 million to be the first injection into the project.

The club house associated with the Pickleball indoor facility will have locker rooms, restrooms, retail store for beverages and other amenities that can be used by the public. The Indoor facility will be ADA compliant and include a pro shop as well. The private management organization will also operate activities and tournaments out of the indoor facility.

# Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

## Tennis Venue Cost Breakdown

The following preliminary breakdown is based on information and projections calculated by Developer and subject to change.

Item	Quantity/Details	Estimated Unit Cost	Total Cost
Tennis Court Construction	18 courts (including surfacing, nets, basic amenities)	\$150,000/court	\$2,700,000
Lighting Installation	High-intensity sports lighting per court	\$30,000/court	\$540,000
Fencing	Perimeter fencing around each court	\$15,000/court	\$270,000
Additional Nets/Accessories	Extra nets or accessories	\$2,000/court	\$36,000
Grading & Site Preparation	Overall site grading for 6 acres	Lump sum	\$1,500,000
Bathroom Facilities	2 permanent bathroom sites	\$300,000 each	\$600,000
Walking Course Development	Paved/landscaped perimeter walking path	Lump sum	\$100,000
Seating	Bleacher-style seating for 2,000 people	\$500 per seat	\$1,000,000
Cameras & Security	Advanced camera & security system with internet per court for televised events	\$20,000 per court	\$360,000
Subtotal			\$7,106,000
Development Fee (15% of subtotal)	15% fee on initial subtotal		\$1,065,900
Subtotal Including Development Fee			\$8,171,900
Contingency (5% above total)	For unforeseen conditions and design changes		\$408,595
Total Estimated Cost			\$8,580,495

# Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

## Data to Support:

This type of project is not new to Georgia or other economies. Recently Macon, Georgia and Rome, Georgia have dove into the markets of both tennis and pickleball and have done well.

Macon created Rhythm and Rally, a large indoor pickleball facility with 32 indoor courts and host monthly tournaments. Rome, Georgia has a large tennis facility with over 50 courts hosting NCAA and USTA events. Both Georgia sites have shown significant growth and economic impact in their relative communities. Other areas have also had success.

1. Rhythm and Rally (Macon/Bibb County Project) has 32 pickleball only courts with an estimated economic impact of ~\$125 million.

Source: <https://communityplaymaker.com/features/courting-opportunity/>  
<https://www.built.fnf.com/alex-morrison>

2. Introducing a State-of-the-Art Pickleball Court Facility Through a Groundbreaking Public-Private Partnership.

Source: <https://pickleballminute.com/introducing-a-state-of-the-art-pickleball-court-facility-through-a-groundbreaking-public-private-partnership/>

3. Rome Tennis Center/Floyd County—Tennis only facility with an estimated economic impact of over \$28.1M a year.

Source: Potential Economic Impact Study of Rome Tennis Center by University of Georgia College of Business: [https://www.terry.uga.edu/wp-content/uploads/proposed\\_tennis\\_center.pdf](https://www.terry.uga.edu/wp-content/uploads/proposed_tennis_center.pdf)

4. Rock Hill, SC Sports Complex—over \$60M in economic impact

Source: <https://mytinow.com/2022/02/02/rock-hill-feels-economic-impact-from-sports-event-center/>

## Collaboration Potential and Impact on Local entities:

Augusta University

Augusta Tech

Augusta Sports Council

Destination Augusta

## Possible Opponents and Concerns:

1. Increased traffic congestion
  - a. Off of I20 and Wheeler Road, can easily handle moderate increase.
2. Parking
  - a. Initial designs we have over 650 total parking spaces on site which should offload a lot of congestion



# Proposed Richmond County Tennis and Pickleball Center

Dink'd Pickleball and T & T Developers, LLC

Troy Paul Coon MD, Troy Akers DO

- b. Most tournaments are on weekends when traffic will be lessened.
- 3. Newman Tennis Proponents
  - a. The last thing we want to do is take away from the attributes that the Newman Tennis center has provided over the years.
    - i. We have chosen location within 4 miles of the Newman Tennis center
    - ii. We plead to those constituents to give us a chance to build a first class and competitive tennis center from the ground up and bring Tennis back to Augusta, hosting USTA tournaments and NCAA events. We want to additionally bring a quality pro shop, and club house for relaxation. Offering onsite pros, clinics, and local tournaments as well. Finally we want to bring the love of the sport back to Augusta and the youth with multiple youth and minority programs and school programs.
    - iii. The cost to truly bring Newman up to competition levels again is complete replacement, start over project involving a tear down and reconstruction which will cost more than the allotted Splost 8 funds.

## Qualifications and Contacts:

### Dr. Troy W Akers

US Army veteran

Chief of Emergency Medicine DDEAMC

Local Entrepreneur and Business Man

Founder and CEO of Dink'd (Indoor Pickleball facility on Fury's Ferry)

Dr. Akers is an experienced business man who brought the first Crumbl to the area and was very successful. He also has been the Chief Medical Officer at Fort Gordon. He has a sense for business and most importantly loves Augusta and wants to see it succeed.

Email: [troy.w.akers@gmail.com](mailto:troy.w.akers@gmail.com)

### Dr. Troy P Coon

US Army Veteran

Emergency Medicine Physician

Local Entrepreneur and Business Man

Founder and CEO of Perfect Health Urgent Care and Medical Weight Loss

CFO of Dink'd

Dr. Coon has been a long time resident of the CSRA, working at or with most of the local hospitals, before starting and growing Urgent care centers in Evans, Martinez, Grovetown and South

# Proposed Richmond County Tennis and Pickleball Center

**Dink'd Pickleball and T & T Developers, LLC**

Troy Paul Coon MD, Troy Akers DO

Augusta beginning in 2013 and eventually selling them to Wellstar in 2024. Deployed to Iraq 2007-2008 Dr. Coon led his emergency department overseas as well. Dr. Coon is also committed to seeing health lifestyle activities in Augusta grow along with the economy.

Email: [troycoonmd@perfecthealth247.com](mailto:troycoonmd@perfecthealth247.com)

## John Allen

Key partner of Allen+Batchelor Construction

Batchelor Construction was founded by deVane Batchelor in March of 1994 in Augusta, Georgia. Four years later, John Allen joined the company, and the name was changed to Allen+Batchelor Construction (A+B). For 30 years A+B has successfully completed projects in the Central Savannah River Area, Columbia SC, and Sandersville, GA. With a systematic approach to project delivery, we have a proven track record of completing projects on time, and within budget for our customers. In the 30 years that A+B has been in business, the majority of our projects have been either Design+Build or Construction Management at Risk. All of these projects we provided preconstruction services during the design process to ensure that the customer was gaining the best value, was within their ending budget, and expedited construction.

Email: [john@allenbatchelor.com](mailto:john@allenbatchelor.com)

Civil Engineer: Bo Slaughter with James G Swift and Associates

Architect: McMillan Pazdan Smith Architecture

## Banking:

Queensborough National Bank and Trust

Adam Harris

Charles Bennett

## T&T Developers, LLC

Owned by Dr. Coon and Dr. Akers

LLC that will be purchasing the land and developing the projects.

## Hull Barrett, PC: Ben Dinges Attorney

Ben Dinges has successfully represented clients in a variety of transactional matters. His practice primarily focuses on real estate, corporate, and commercial transactions.

Ben has represented buyers and sellers of real property and assets related to business operations; commercial developers in all aspects of property acquisition, financing, leasing, zoning, and land use; lenders and borrowers in various loan transactions; and residential builders in connection with the acquisition of real property and establishment of associations and covenants. He has also facilitated a wide variety of corporate transactions, including private

# **Proposed Richmond County Tennis and Pickleball Center**

**Dink'd Pickleball and T & T Developers, LLC**

Troy Paul Coon MD, Troy Akers DO

acquisitions, reorganizations involving conversions and mergers, and the preparation of governing documents.

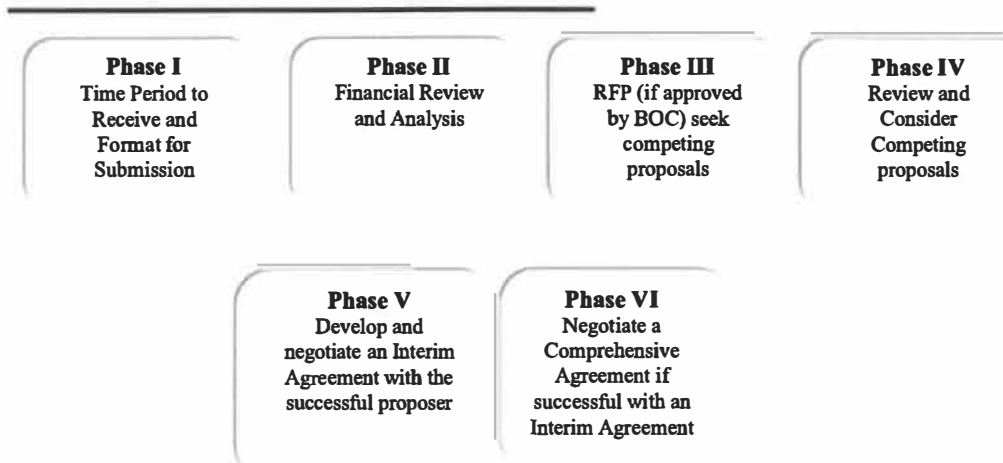
## **Closing Thoughts:**

This project has been underway for years and a tremendous amount of planning and work has already gone into producing the best possible product for Richmond County. We hope with the support of the county we can finally bring Tennis back to the community and introduce Richmond county to the fastest growing sport in the world, Pickleball. We appreciate all consideration and look forward to working further with all the representatives and constituents of Richmond County.





# Guidelines and Procedures for Unsolicited Proposals



First Edition: May 2017  
Second Edition: August 2, 2017  
Third Edition: April 2, 2025

Approved amendment (ordinance) to Augusta, Georgia Procurement Code to include the adoption of Public-Private Partnership (P3) "Unsolicited Proposals". (Approved by Administrative Services Committee July 11, 2017) (Approved by Commission July 18, 2017 – Second Reading).

## **Table of Contents**

**Disclaimer**  
**Introduction by the Director**  
**Overview**  
**Purpose of the Document**  
**Sec. 1-10-66 Guidelines**

**Phase I ..... Page 6**

**Sec. 1-10-67 Time Period for Receiving Unsolicited Proposals and Format for Submissions**

1. Time Period
2. Format for Submissions
  - (a) Project description
  - (b) Project feasibility statement
  - (c) Proposed project schedule
  - (d) Project financing plan
  - (e) Business case statement
  - (f) \*Description of any anticipated public support or opposition
  - (g) \*Qualifications and experience
  - (h) \*Names and addresses of persons who may be contacted and
  - (i) \*Additional information as Augusta, Georgia may reasonably request to comply with the requirements of the PPFA  
 (\*See Appendix for additional information)

**Phase II ..... Page 11**

**Sec. 1-10-68 Procedures for the Financial Review and Analysis of an Unsolicited Proposal**

**Sec. 1-10-69 Criteria for identifying and Appointing Independent Advisors**

**Sec. 1-10-70 Criteria for Determining Fees (See Appendix A)**

**Sec. 1-10-71 Procedures for Determining Release of Information in Unsolicited Proposal  
 Georgia Open Record Act**

**Phase III ..... Page 12**

**Sec. 1-10-72 Request for Proposals**

**Sec. 1-10-73 Procedures for Posting and Publishing Notice of the Opportunity to Offer  
 Competing Proposals**

**Phase IV ..... Page 13**

**Sec. 1-10-74 Procedures for Processing, Review and Consideration of Competing  
 Proposals.**

**Sec. 1-10-75 Glossary**

**Phase V ..... Page 18**

**Interim and Comprehensive Agreements.**

**Phase VI..... Page 19**

**Comprehensive Agreement Terms**

## **APPENDICES**

- A. Fee Schedule**
- B. References format**
- C. Letter of Interest Template**
- D. Declaration to Abide by Process**
- E. Unsolicited Proposals Briefing Note Template (Advisory Committee)**
- F. Strategic Review Scoring Sheet Template (Evaluation Committee)**
- G. Advertisement to Public to receive Unsolicited Proposals Template(Procurement)**
- H. Criteria for Evaluation (Evaluation Committee)**
- I. Submission Checklist**
- J. Senate Bill 59 - Partnership for Public Facilities and Infrastructure Act**





## DISCLAIMER

The guidelines contained in this document are for reference only. The material is provided without warranty or liability of any kind to Augusta, Georgia. Every effort has been made to make the documentation as complete and accurate as possible without error.

This information is provided on an “as” needed basis. Updates to these guidelines will be made as needed due to any error found in the documentation or as policy and management dictate.

As with any documentation or guidelines, improvements can and should be made. Any additions, suggestions or comments for improvement are encouraged. This documentation is not meant to be a complete instructional document. The intent is to provide guidelines that, if followed, will result in better quality and consistency plans and documents.

Augusta, Georgia’s Procurement Office perform annual compliance reviews of its PPFIA guidelines and periodically engage in a more comprehensive review of the guidelines and its overall PPFIA process.

Any recommendation for improvement to this documentation is welcome. Any errors found should be brought to the attention of the Procurement Department so corrections can be made. Any additional information or detailed explanation needed to this documentation should be documented and mailed or emailed to:

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

E-mail to:

[unsolicitedproposal@augustaga.gov](mailto:unsolicitedproposal@augustaga.gov)

Georgia’s PPFIA Guidelines Committee has established a website to provide to serve as a resource to local governments, private entities and others interested in the PPFIA. The website includes previous reports of the PPFIA Guidelines Committee, a PPFIA Checklist and other documents, and hot links to other relevant websites. The website address is:

<http://opb.georgia.gov/documents/public-private-partnerships-guidelines-committee>.



## Introduction by the Director

Augusta, Georgia is committed to improving the facilitation of infrastructure, service delivery and private sector investment within Augusta, Georgia. By introducing this policy, Augusta, Georgia is creating a clear pathway for prospective bidders to submit innovative and unique ideas that align with Augusta, Georgia's strategic agenda.

It is important genuine Unsolicited Proposals, which cannot be managed by normal procurement processes, have an alternative process that is both efficient and effective for prospective bidders and Government.

The *Guidelines for Unsolicited Proposals* provides a transparent structure for both proposers and Government to inform themselves with respect to the treatment of Unsolicited Proposals for public infrastructure, service delivery and private sector investment in Augusta, Georgia.

The document's main objective is to provide consistency and clarity to any parties involved in an Unsolicited Proposal submission, both private and public sectors alike, on how submissions are evaluated and tendered in order to meet Augusta, Georgia's principles of ensuring public interest, delivering value for money, and achieving appropriate delivery.

The Guidelines will ensure accountability and fairness are maintained throughout the Government's process of consideration of Unsolicited Proposals, while also maximizing value for money to Augusta, Georgia and staying within Augusta, Georgia's affordability envelope.

---

For additional information, please visit the following websites:

<http://www.augustaga.gov/unsolicitedproposal>

The PPFIA Guidelines Committee has established a website to provide to serve as a resource to local governments, private entities and others interested in the PPFIA. The website includes previous reports of the PPFIA Guidelines Committee, a PPFIA Checklist and other documents, and hot links to other relevant websites. The website address is: <http://opb.georgia.gov/documents/public-private-partnerships-guidelines-committee>.



## Overview

## Background

Developing a strong and resilient economy in Augusta, Georgia (local government) requires an appropriate level of investment to be maintained for economic infrastructure, such as transport links to allow the movement of resources, communications to support the spread of information and utility networks to provide basic services for businesses and households.

Historically, Augusta, Georgia has relied on traditional procurement methods to deliver capital and service requirements. While traditional approaches work well for simple and low risk infrastructure procurements, they do not always provide the incentives to innovate improve service delivery or realize whole of life value for money outcomes.

Georgia Governor Nathan Deal signed into law new public-private partnership (P3) legislation, the Partnership for Public Facilities and Infrastructure Act (SB 59) (hereinafter referred to as “the Act”) on May 5, 2015. The Act allows state and local government entities to partner with private entities on “qualifying projects,” broadly meaning any project deemed to meet a public purpose or public need and satisfying those requirements set forth under the Act.

The Act covers those qualifying projects pursued with local government entities, meaning any county, municipality, consolidated government, or board of education, as well as with state government entities, including institutions of the University System of Georgia.

On July 11, 2017 approved the conceptual model of Public-Private Partnership (P3) and on July 18, 2017 (second reading), the Augusta Commission adopted the model guidelines from the Partnership for Public Facilities and Infrastructure Act of 2015 Guidelines Committee. (A copy of the adopted policy is provided as Attachment A.) The policy addresses submittal requirements, proposal preparation costs, proposal evaluation process, and evaluation fees.

---

Georgia’s Bill SB59 - Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”) Model Guidelines, [www.augustaga.gov](http://www.augustaga.gov)

Guideline and Procedures – AUGUSTA, GA CODE – Article 7, [www.augustaga.gov](http://www.augustaga.gov).





## Purpose of the Document

For the purpose of this policy, Augusta, Georgia defines an unsolicited proposal as an approach to Augusta by a Proponent with a proposal not requested by Augusta. The proposal must be a written proposal for a qualifying project that is received by Augusta, Georgia – Consolidated Government and is not in response to any request for proposal for a qualifying project issued by Augusta, Georgia at the published time and placed advertised by Augusta. As anticipated in all phases of these Guidelines (First Edition, March 2017), this Edition follows the commitment to perform a review approximately two years from their initial release.

Augusta, Georgia has defined key strategic and operational priorities for advancing the economic and social needs of Augusta, Georgia.

There may be opportunities for a partnership between Augusta, Georgia and the private sector that may not be at the forefront of Augusta, Georgia's strategic priorities or infrastructure agenda. Similarly, some business activities that would normally be conducted by the private sector may nonetheless require Government support of some form. 'Private entity' means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity, may also submit Unsolicited Proposals.

The *Guidelines for Unsolicited Proposals* policy document sets out the requirements of the Partnership for Public Facilities and Infrastructure Act (SB 59) (the Act) on May 5, 2015, model. It aims to provide consistency and certainty to the market on how Unsolicited Proposals will be assessed against key principles of the Augusta, Georgia in meeting its strategic objectives and providing value for money. The model will also promote standardization and consistency with respect to capital project planning and delivery.



## Guidelines

Augusta, Georgia adopted the Public-Private Facilities and Infrastructure Act of 2015 (the “PPFIA”) (OCGA §36-91-110 *et seq.*) on July 18, 2017. Augusta, Georgia provides a process to partner with private entities for the development of a wide range of projects for public use if the public entities determine there is a need for such projects and that private involvement may provide such projects to the public in a timely or cost-effective fashion.

In order for a project to come under the PPFIA, it must meet the definition of a “qualifying project.” A “qualifying project” is defined broadly under the PPFIA. Specifically, the PPFIA defines a “qualifying project” as any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need; provided, however, qualifying projects do not include projects involving generation of electric energy or sale, communications services, cable and video services and water reservoir projects.

The following guidelines have been adopted by the governing body of Augusta, Georgia (the “Local Government”) to govern the process for receiving, reviewing and approving unsolicited proposals for qualifying projects. Augusta, Georgia shall not consider any unsolicited proposal that has not been evaluated pursuant to Article 7 of the AUGUSTA, GA CODE.

In the event of any conflict between these guidelines and the PPFIA, the terms of the PPFIA shall control.

Augusta, Georgia utilizes a Six-phase process to evaluate unsolicited proposals.



Figure 1 illustrates the Six-phase process used by Augusta, Georgia.

The Six Phase Process aims to both incentivize the Proposers to submit Unsolicited Proposals, and provide a range of procurement mechanisms to deliver effective outcomes fit-for-purpose to each proposal and Augusta, Georgia.

At any stage, Augusta, Georgia reserves the right to cease its review or consideration of any unsolicited proposal.

## Phase I

### **SEC. 1-10-67 TIME PERIOD FOR RECEIVING UNSOLICITED PROPOSALS AND FORMAT FOR SUBMISSIONS.**

- (1) Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

The Director of Procurement  
Augusta Procurement Department  
UNSOLICITED PROPOSAL  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

Please submit six (6) copies and one bound and one unbound copy of the proposal.

**All questions must be submitted in writing by fax to (706) 821-2811 or by email to [unsolicitedproposal@augustaga.gov](mailto:unsolicitedproposal@augustaga.gov) to the office of the Procurement Department. No Unsolicited Proposals will be accepted by fax, all must be received by mail or hand delivered.**

- (2) Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contacted and (i) any additional information as the local government may reasonably request to comply with the requirements of the PPFIA. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the local government. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the PPFIA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format shall be considered by Augusta, Georgia for further review. If any information necessary to make a meaningful evaluation is missing, Augusta, Georgia may request such information from the proposer. Unsolicited proposals maybe subject to the Open Records Act.



The format and information to be included in any unsolicited proposal are as follows:

(a) **PROJECT DESCRIPTION**

*Required to be included under PPFIA:*

- (i) Provide a description of the project, including the location of the project, the conceptual design of such facility, or facilities, and a conceptual plan for the provision of services or technological infrastructure.

*Required to be included by Local Government:<sup>1</sup>*

- (ii) Identify and fully describe the scope of work to be performed by the proposer with enough detail to allow an analysis by Augusta, Georgia.
- (iii) Identify and fully describe any work to be performed by Augusta.
- (iv) Identify any anticipated adverse social, economic, and environmental impacts of the project.
- (v) Identify the projected positive social, economic, and environmental impacts of the project.
- (vi) State assumptions related to ownership, legal liability, law enforcement, and operation of the project and the existence of any restrictions on Augusta's use of the project.

(b) **PROJECT FEASIBILITY STATEMENT**

- (i) A feasibility statement that includes:
  - (A) The method by which the private entity proposes to secure any necessary property interests required for the project;
  - (B) A list of all permits and approvals required for the project from local, state, or federal agencies; and
  - (C) A list of public utility facilities, if any, that will be crossed by the project and a statement of the plans of the private entity to accommodate such crossings;
- (ii) Provide a list of any contingencies that must occur for the project to be successful.
- (iii) Provide a list of any other assumptions relied on for the project to be successful.
- (iv) Provide information relative to ongoing maintenance and operational costs after the project is completed.

<sup>1</sup> The items listed under the subheading "Required to be included by Local Government" are not required by the PPFIA to be included in a Local Government's Guidelines and may be modified or deleted by the Local Government prior to approval.

(c) PROJECT SCHEDULE

- (i) A schedule for initiation, construction, and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the local government and private entity.
- (ii) A schedule for obtaining all federal, state, and local permits and approvals required for the project.
- (iii) Identify the proposed schedule for strategies or actions to mitigate known impacts of the project.
- (iv) Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.

(d) PROJECT FINANCING PLAN

- (i) A financial plan setting forth the private entity's general plans for financing the project, including the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity; and description of user fees, lease payments and other service payments over the term of the proposed comprehensive agreement (as defined in the PPFIA); and a methodology and circumstances for changes to such user fees, lease payments and other service payments over time.
- (ii) Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
- (iii) Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required containing enough detail to allow an analysis by the local government of the financial feasibility of the proposed project. Describe the anticipated costs of and proposed sources and uses for such funds including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports. Identify the sources of the private entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.
- (iv) Provide a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.

- (v) Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of the local government's credit or revenue.
- (vi) Identify the amounts and the terms and conditions for any revenue sources.
- (vii) Describe a proposed allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.
- (viii) Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

The unsolicited proposal may include financing options, including the imposition of user fees, lease payments or other service payments. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations. Depending on Augusta's authority and the circumstances of each transaction, financing options might also include the use of special purpose entities, sale and lease back transactions, enhanced use leasing, development agreements, conduit financing and other methods allowed by law. Notwithstanding the foregoing, Augusta, Georgia shall not loan money to a private entity in order to finance all or a portion of the qualifying project. Also, a multiyear lease entered into by Augusta which is not terminable at the end of each fiscal year during the term of the lease shall be considered a debt of the local government which enters into such lease, and such lease shall apply against the debt limitations of the local government.

(e) BUSINESS CASE STATEMENT

- (i) A business case statement that shall include a basic description of any direct or indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time data.
- (ii) Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project.
- (iii) Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
- (iv) Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- (v) Specify the strategies or actions to mitigate known impacts of the project.



- (vi) Describe the anticipated significant benefits to the community, region or state, including anticipated benefits to the economic condition of Augusta and whether the project is critical to attracting or maintaining competitive industries and businesses to Augusta or the surrounding region.
- (vii) Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government-spending plan.
- (viii) Provide relevant proposer cost, quality, methodology, and process for identifying the project and time frame data.

**(f) CONTACTS**

- (i) The names and addresses of the persons who may be contacted for further information concerning the unsolicited proposal.
- (ii) Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.
- (iii) Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties.
- (iv) Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.
- (v) Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater for project proposals over \$20 Million.
- (vi) Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to any State of Georgia and/or Augusta, Georgia conflict of interest laws.

## Phase II

### SEC. 1-10-68 PROCEDURES FOR THE FINANCIAL REVIEW AND ANALYSIS OF AN UNSOLICITED PROPOSAL.

(1) Upon receipt of an unsolicited proposal, Augusta, Georgia shall:

- (a) Send the proposer an acknowledgement of receipt of the unsolicited proposal and provide that Augusta, Georgia will conduct a review of that proposal and either (a) reject the unsolicited proposal or (b) accept the unsolicited proposal and seek competing bids for the proposed project as required pursuant to the Guidelines and the PPFIA;
- (b) Augusta, Georgia utilizes a Six-phase process to evaluate unsolicited proposals. To assist in the evaluation process, two committees will be established. The first is an **Advisory Committee** consisting of not less than three members, all of whom shall be employees of Augusta, Georgia. (Designees of the Administrator, Procurement, Finance and Engineering Departments or designees from other departments depending on the scope of the proposal). To assist in the evaluation process, an **Evaluation Committee** will consist of the Advisory Committee and any designees consisting of not less than three members, other members can include individuals with diverse skill sets to adequately review the proposal; decide whether it will engage independent advisors, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants
- (c) Decide whether it will engage independent advisors, as provided in AUGUSTA, GA CODE Sec. 1-10-69 below, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants; and
- (d) Provide the proposer with the proposed Local Government fee estimate to be paid by the proposer to cover the costs of processing, reviewing and evaluating the unsolicited proposal, as calculated in AUGUSTA, GA CODE Sec. 1-10-70 below.

(2) The Evaluation Committee, together with any independent advisors, shall perform the following financial review and analysis of the unsolicited proposal:

- (a) A cost-benefit analysis;
- (b) Evaluation of the public need for or benefit derived from the qualifying project;
- (c) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;
- (d) Evaluation of the source of funding for the project;
- (e) Consideration of plans to ensure timely development or operation;
- (f) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and
- (g) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available.

After reviewing the proposal, the Evaluation Committee shall make a recommendation to the governing body of the Augusta, Georgia (the Board of Commission) to reject or accept the unsolicited proposal.

NOTE: Discussions between local governments and the proposer about the need for infrastructure improvements shall not limit the ability of a local government to later determine to use standard procurement procedures to meet its infrastructure needs. The local government retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement.

#### **SEC. 1-10-69 CRITERIA FOR IDENTIFYING AND APPOINTING INDEPENDENT ADVISORS.**

Unsolicited proposals, which have technical, complex or specialized information, may require additional support from one or more third-party independent advisors to assist in their evaluation and review. Independent advisors may include attorneys, financial advisors, engineering consultants or other advisers or consultants as determined by Augusta, Georgia, in its sole discretion, to be reasonably required to review any unsolicited proposal. Independent advisors shall have no affiliation with the private entity submitting an unsolicited proposal.

#### **SEC. 1-10-70 CRITERIA FOR DETERMINING FEES.**

A private entity assumes all risk in submission of an unsolicited proposal, and Augusta, Georgia shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Augusta, Georgia shall charge and retain an initial proposal-processing fee equal to \$100 to be paid by the proposer prior to the review of an unsolicited proposal.

In addition, the Augusta, Georgia may charge and retain a reasonable fee to cover the costs of reviewing and evaluating an unsolicited proposal. If it is determined by Augusta, Georgia that one or more independent advisors shall be engaged to assist the Evaluation Committee in its review of the unsolicited proposal, as provided in Augusta, GA Code Sec. 1-10-69 above, fees of all such independent advisors shall be paid by the proposer. The estimated fees of Augusta, Georgia and such independent advisors shall be provided to the proposer for approval prior to the engagement of such advisors to review the proposal or the review and evaluation of an unsolicited proposal.

#### **SEC. 1-10-71 PROCEDURES FOR DETERMINING RELEASE OF INFORMATION IN UNSOLICITED PROPOSAL.**

Augusta, Georgia, in its sole discretion, may use any portion of an unsolicited proposal in preparing a request for proposal as described in AUGUSTA, GA CODE Sec. 1-10-72 below.

### **Phase III**

#### **SEC. 1-10-72 REQUEST FOR PROPOSALS.**

Within sixty (60) days of receipt of a recommendation from the Evaluation Committee as provided in AUGUSTA, GA CODE Sec. 1-10-68 above, the Board of Commission shall decide whether to approve or reject such unsolicited proposal. If The Board of Commission approves the unsolicited proposal, it shall seek competing proposals for the qualifying project, by issuing a request for proposal due in not less than one hundred twenty (120) days.

The request for proposal shall include the criteria for selecting among competing proposals as provided in AUGUSTA, GA CODE Sec. 1-10-74 below.



During evaluation, the Local Government may seek written clarification from any proposer regarding the contents of the proposer's response. A request for written clarification may be made when a proposer's response contains conflicting information or is so ambiguous that it is possible for a reasonable person to attribute different meanings to the ambiguous portion of the proposer's response. A request for written clarification may not be used to negotiate (i.e., request the supplier to revise or improve the proposer's response). Written clarifications received from the supplier will become part of that proposer's response.

## **SEC. 1-10-73 PROCEDURES FOR POSTING AND PUBLISHING NOTICE OF THE OPPORTUNITY TO OFFER COMPETING PROPOSALS.**

Notices for requests for proposals for qualifying projects shall be posted conspicuously in the Augusta, Georgia Procurement' Office and shall be advertised in the legal organ of the county and by electronic means on an Internet website of the Augusta, Georgia ([www.augustaga.gov](http://www.augustaga.gov)) or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by OCGA §50-5-69. Such notices shall be posted by the Local Government in a consistent manner with other notices posted for public works bidding.

Notices for requests for proposals that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least ninety (90) days prior to the deadline for receipt of competing proposals. The second advertisement shall follow no earlier than six (6) weeks from the first advertisement.

Notices for requests for proposals that are advertised solely on the Internet shall be posted continuously at least ninety (90) days prior to the deadline for receipt of competing proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award, bid, or proposal opening to be delayed.

## **Phase IV**

## **SEC. 1-10-74 PROCEDURES FOR PROCESSING, REVIEW AND CONSIDERATION OF COMPETING PROPOSALS.**

After the deadline for the receipt of competing proposals, the Local Government shall reconvene the evaluation committee to review, evaluate and score the responses.

The criteria to be used in the evaluation of competing proposals for a qualifying project shall be determined by the evaluation committee of the Local Government prior to submitting a request for proposal for such qualifying project. The evaluation committee of Augusta, Georgia shall establish a scoring matrix for review of responses to a request for proposal. The scoring matrix can be weighted in any fair manner to adequately assess the critical elements of a proposal, with the most likely highest weighted categories being (a) project financing and (b) qualifications and experience.

There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

- (1) **QUALIFICATIONS AND EXPERIENCE** – Factors to be considered to determine whether the proposer possesses the requisite qualifications and experience include:
  - (a) Experience with similar projects;
  - (b) Demonstration of ability to perform work;

- (c) Leadership structure;
  - (d) Project Manager's experience;
  - (e) Management approach
  - (f) Financial condition; and
  - (g) Project ownership.
- (2) **PROJECT CHARACTERISTICS** – Factors to be considered in determining the project characteristics include:
- (a) Project definition;
  - (b) Proposed project schedule;
  - (c) Operation of the project;
  - (d) Technology; technical feasibility;
  - (e) Conformity to laws, regulations, and standards;
  - (f) Environmental impacts;
  - (g) Condemnation impacts;
  - (h) State and local permits; and
  - (i) Maintenance of the project.
- (3) **PROJECT FINANCING** – Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include:
- (a) Cost and cost benefit to Augusta, Georgia;
  - (b) Financing and the impact on the debt burden of Augusta, Georgia or appropriating body;
  - (c) Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
  - (d) Opportunity costs assessment;
  - (e) Estimated cost;
  - (f) Life-cycle cost analysis;
  - (g) The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
  - (h) Such other items as Augusta, Georgia deems appropriate.

In the event that any project is financed through the issuance of obligations that are deemed tax-supported debt of Augusta, Georgia, or if financing such a project may impact Augusta, Georgia's debt rating or financial position, Augusta, Georgia may select its own finance team, source, and financing vehicle.

- (4) **PROJECT BENEFIT AND COMPATIBILITY** – Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans include:
- (a) Community benefits;
  - (b) Community support or opposition, or both;
  - (c) Public involvement strategy;

- (d) Compatibility with existing and planned facilities; and
  - (e) Compatibility with local, regional, and state economic development efforts.
- (5) **OTHER FACTORS** – Other factors that may be considered by Augusta, Georgia in the evaluation and selection of competing proposals include:
- (a) The proposed cost of the qualifying project;
  - (b) The general reputation, industry experience, and financial capacity of the private entity;
  - (c) The proposed design of the qualifying project;
  - (d) The eligibility of the project for accelerated documentation, review, and selection;
  - (e) Local citizen and government comments;
  - (f) Benefits to the public, including financial and nonfinancial;
  - (g) The private entity's compliance with a local small business enterprise participation plan or good faith effort to comply with the goals of such plan;
  - (h) The private entity's plans to employ local contractors and residents;
  - (i) The recommendation of a committee of representatives of members of the local government and the appropriating body which may be established to provide advisory oversight for the project; and
  - (j) Other criteria that the local government deems appropriate.

#### **Sec. 1-10-75 DEFINITIONS:**

For the purpose of Article 7, the following definitions shall apply. With the exception of specifically defined terms set forth herein, all words shall have their ordinary and usual meanings. In the event of conflict, the specific definition set out herein shall presumptively, but not conclusively prevail over the ordinary and usual meanings.

**ADVISOR** - The Unsolicited Proposals Advisory Committee may contract with external party on a range of issues including commercial, technical and other issues.

**ADVISORY COMMITTEE** – The Procurement Director shall select the members of the Advisory Committee consisting of not less than three members, all of whom shall be employees of Augusta, Georgia. Designees of the Administrator, Procurement, Finance, Engineering and Compliance Departments and/or designees from other departments may be included depending on the scope of the proposal. The Advisory Committee will assist in the evaluation process.

**ASSESSMENT CRITERIA** - Criteria upon which the Unsolicited Proposal will be assessed as determined by the Unsolicited Proposals Advisory Committee on a case-by-case basis.

**COMPREHENSIVE AGREEMENT** - The written agreement between the private entity and Augusta, Georgia required pursuant to the Public-Private Facilities and Infrastructure Act of 2015 ("PPFIA).

**DETAILED SUBMISSION** - A more detailed submission following approval at the Concept Phase 1.



**DEVELOP OR DEVELOPMENT** - To plan, design, develop, finance, lease, acquire, install, construct, operate, maintain or expand.

**ECONOMIC APPRAISAL** - A systematic means of analyzing all the costs and benefits of various ways in which a project objective can be met. It shows:

- Whether the benefits of a project exceed its costs;
- Which option has the highest net benefit; and
- Which option is the most cost effective, where benefits are equivalent.

The preferred approach for a Government project for an economic appraisal is Cost-Benefit-Analysis (“CBA”) and whole of life cost estimates.

**EVALUATION COMMITTEE** - A committee of representatives established to oversee and assess an Unsolicited Proposal. Also referred to as Unsolicited Proposals Evaluation Committee in Phase 2.

**FINANCIAL REVIEW** – The Evaluation Committee, together with any independent advisors, shall perform a financial review and analysis of the unsolicited proposal as referred in Phase 2.

**GOVERNMENT** – Augusta, Georgia

**INDEPENDENT ADVISOR** - An individual with diverse skill sets to adequately review the proposal; decide whether it will engage independent advisors, to assist (and not be a member of) the Evaluation Committee in its review of the unsolicited proposal, which may include an attorney, financial advisor, architectural and/or engineering consultant or other advisers or consultants; and Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal.

**INTELLECTUAL PROPERTY (“IP”)** - Inventions, original designs and practical applications of good ideas protected by law through copyright, patents, registered designs, circuit layout rights and trademarks, also trade secrets, proprietary know-how and other confidential information protected against unlawful disclosure by common law and through additional contractual obligations such as Confidential Agreements.

**INTERIM AGREEMENT** - An agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

**LETTER OF INTEREST (“LOI”)** - Cover letter attached to the initial submission made by the Proposer to initiate the Phased Process for Unsolicited Proposals.

**LOCAL GOVERNMENT** - Any county, municipality, consolidated government, or board of education. For purposes of this Article, Augusta, Georgia Consolidated Government.

**PHASE PROCESS** - Augusta, Georgia’s six-phase process of validating, evaluating and awarding projects that are initiated by Unsolicited Proposals.

**PROPOSER** - Any person or organization that submits the Unsolicited Proposal except for Augusta, Georgia's agencies and departments.

**PRIVATE ENTITY** - Any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

**QUALIFYING PROJECT** - Any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA, subsequently reviewed, and approved by a local government, that has a public purpose or public need, as determined by the local government. A "qualifying project" shall not include and shall have no application to any project involving:

- (1) The generation of electric energy for sale pursuant to Chapter 3 of Title 46 of the Official Code of Georgia Annotated;
- (2) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated;
- (3) Cable and video services pursuant to Chapter 76 of title 36 of the Official Code of Georgia Annotated; or
- (4) Water reservoir projects as defined in paragraph (10) of OCGA §12-5-471, which shall be governed by Article 4 of Chapter 91 of Title 36 of the Official Code of Georgia Annotated.

**REVENUE** - All revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project.

**UNSOLICITED PROPOSAL** - A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

**STATE** - The State of Georgia.

**TRANSACTION PHASE** - Transaction Phase may involve, subject to the delivery model, procurement phase followed by contract negotiations and execution. Note, public, community and stakeholder consultations may occur during the Transaction Phase.

**UNSOLICITED PROPOSAL** - A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

## Phase V

### **INTERIM AND COMPREHENSIVE AGREEMENTS.**

Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with the local government. Prior to entering a comprehensive agreement, an interim agreement may be entered into that permits a private entity to perform compensable activities related to the project. The local government may designate a working group to be responsible for negotiating any interim or comprehensive agreement. Any interim or comprehensive agreement shall define the rights and obligations of the local government and the selected proposer with regard to the project.

(1) **Interim Agreement Terms.**

The scope of an interim agreement may include but is not limited to:

- (a) Project planning and development;
- (b) Design and engineering;
- (c) Environmental analysis and mitigation;
- (d) Survey;
- (e) Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;
- (f) Establishing a process and timing of the negotiation of the comprehensive agreement; and
- (g) Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.



## Phase VI

### (2) Comprehensive Agreement Terms.

The scope of the comprehensive agreement shall include but not be limited to:

- (a) A thorough description of the duties of each party in the completion and operation of the qualifying project;
- (b) Dates and schedules for the completion of the qualifying project;
- (c) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;
- (d) Any reimbursements to be paid to the local government for services provided by the local government;
- (e) A process for the review of plans and specifications for the qualifying project by the local government and approval by the local government if the plans and specifications conform to reasonable standards acceptable to the local government;
- (f) A process for the periodic and final inspection of the qualifying project by the local government to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;
- (g) Delivery of performance and payment bonds in the amounts required in AUGUSTA, GA Code Section(s) 36-91-70 and 36-91-90 and in a form acceptable to the local government for those components of the qualifying project that involve construction, and surety bonds, letters of credit, or other forms of security acceptable to the local government for other phases and components of the development of the qualifying project;
- (h) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the local government accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the local government and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;
- (i) A process for monitoring the practices of the private entity by the local government to ensure that the qualifying project is properly maintained;
- (j) The filing of appropriate financial statements to the local government on a periodic basis; and
- (k) Provisions governing the rights and responsibilities of the local government and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the local government and the transfer or purchase of property or other interests of the private entity by the local government, including provisions compliant with state constitutional limitations on public debt by the local government. Such policies and procedures shall be consistent with OCGA § 36-91-116.

The comprehensive agreement may include such other terms and conditions that the local government determines will serve the public purpose of the PPFIA and to which the private entity and the local government mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this article shall cease and the qualifying project is dedicated to the local government for public use.

Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

## APPENDICES

The following appendices contained in this document are for reference only. The material is provided without warranty or liability of any kind to Augusta, Georgia. Every effort has been made to make the documentation as complete and accurate as possible without error.

Every proposer will follow the guidelines stated in this manual.



## Appendix A: Fee Schedule

Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal, as required in AUGUSTA, GA CODE Sec. 1-10-70.

Unsolicited Proposals will be subject to two types of review fee: a) the initial proposal processing fee; and, b) detailed evaluation fee. Both fees must be paid by cashier's check made payable to Augusta, Georgia.

**The initial proposal-processing fee** is \$100.00 and a cashier's check in this amount must accompany all Unsolicited Proposals. This fee is charged to offset the cost of the initial proposal-processing review, and is non-refundable regardless of whether or not the proposal is determined to merit further consideration. This amount is subject to annual adjustment to reflect inflation or in response to market conditions. The current fee will be updated as necessary and available on Augusta, Georgia's website.

**The detailed evaluation fee** applies only to proposals that are determined to merit further consideration. At such time that Augusta, Georgia reaches such a determination, the proposer will be notified, and the amount of the detailed evaluation fee identified. In response to this notification, the proposer may pay the detailed evaluation fee to proceed with the procurement process, or withdraw its proposal from further consideration without incurring any additional cost or obligation.

The amount of the detailed evaluation fee will vary with the estimated cost of the proposed project, product, or service, as described in the table below, to reflect the degree of complexity of the proposed project and the corresponding level of effort associated with the detailed evaluation.

ESTIMATED COST	DETAILED EVALUATION FEE
< Million	\$5 000
\$1 Million - \$20 Million	\$10 000
\$20 Million - \$50 Million	\$20,000
\$50 Million - \$100 Million	\$35 000
\$100 Million - \$500 Million	\$60 000
\$250 Million - \$500 Million	\$85 000
\$500 Million - \$1 Billion	\$110,000
> Billion	TBD

These amounts are subject to annual adjustment to reflect inflation or in response to market conditions. The current fees will be updated as necessary and available on Augusta, Georgia's website.

For any unsolicited proposal of the development of a project received by Augusta, Georgia may charge and retain a reasonable fee to cover the costs of processing, reviewing, and evaluating the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

The local government may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the local government rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

A private entity assumes all risk in submission of a proposal or unsolicited proposal and Augusta, Georgia shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

## Appendix B: References

### SAMPLE REFERENCE SHEET

Your Name  
 Street address  
 City, state, and zip  
 Telephone Number(s)  
 e-mail address

### REFERENCES

Name of reference  
 Title at his or her organization  
 Organization Name  
 Street address  
 City, state, and zip  
 Work Phone  
 Home Phone (if it's a personal reference, rather than a professional reference)  
 Relationship to you (if it's not clear from your resume and cover letter)  
 Skills/projects of your that this reference might discuss (optional)

Name of reference  
 Title at his or her organization  
 Organization Name  
 Street address  
 City, state, and zip  
 Work Phone  
 Home Phone (if it's a personal reference, rather than a professional reference)  
 Relationship to you (if it's not clear from your resume and cover letter)  
 Skills/projects of your that this reference might discuss (optional)

Name of reference  
 Title at his or her organization  
 Organization Name  
 Street address  
 City, state, and zip  
 Work Phone  
 Home Phone (if it's a personal reference, rather than a professional reference)  
 Relationship to you (if it's not clear from your resume and cover letter)  
 Skills/projects of your that this reference might discuss (optional)

Name of reference  
 Title at his or her organization  
 Organization Name  
 Street address  
 City, state, and zip  
 Work Phone  
 Home Phone (if it's a personal reference, rather than a professional reference)  
 Relationship to you (if it's not clear from your resume and cover letter)  
 Skills/projects of your that this reference might discuss (optional)

## Appendix C: Letter of Interest Template

[Date]

Director of Procurement  
Unsolicited Proposals  
535 Telfair Street – Suite 605  
Augusta, Georgia 30901

**RE: UNSOLICITED PROPOSAL – LETTER OF INTEREST –**

**PROJECT NAME:**

Dear Sir/Madam,

[Letter to contain brief detail of the following:

- Individual/organization introduction;
- Proposal idea/concept;
- Total estimated investment for the project;
- Value proposition to Augusta, Georgia ; and
- Contact details.]

Sincerely,

[Signature]

[Name & Title]

[Organization]



## Appendix D: Declaration to Abide by Process

<b>Date</b>	
<b>Name</b>	
<b>Organization</b>	
<b>To</b>	
<b>In relation to the</b>	

### Declaration

I, \_\_\_\_\_, [insert full name]

\_\_\_\_\_  
 [Insert organization and address] agree and acknowledge that I abide by the process outlined in this document including the following:

- No intellectual property transfer to Augusta, Georgia at the Concept Submission, any material presented will be at my discretion;
- No approaches will be made to the Board of Commission or other officers within Augusta, Georgia prior, during and after the Phased Process relating to an Unsolicited Proposal; and
- In the event of a rejected proposal, no further approaches are made to Augusta, Georgia regarding the Unsolicited Proposal until at least 18 months have transpired since the Concept Submission.

### Executed as a Deed

Signed, seal and delivered

<b>Signature of Declarant</b>	
<b>Name of Declarant</b>	
<b>Signature of Witness</b>	
<b>Name of Witness</b>	

## Appendix E: Unsolicited Proposals Briefing Note Template

[Date]

[Ref]

[Unsolicited Proposal Title]

[Unsolicited Proposal  
Summary]

### Decision Matrix

Criteria	No	Yes
1. Does the proposal directly conflict with a stated Government policy position?		
2. Is there an existing Government process/procedure in place to manage this proposal?		
3. Is the proposal unique in its value offering to justify a dedicated process?		
4. Does the proposal inhibit or stifle competition in Augusta, Georgia Procurement Code?		
5. Does the proposal require a change to or impact the Government in a way that can be considered too complex or inhibits Government's ability to complete it in a timely manner?		
6. Has the proposal been rejected before by Government? Has the proposal or context materially changed?		

[Reason for acceptance] / [Reason for rejection]

[Any recommendation for the Unsolicited Proposals Evaluation Committee to consider, e.g.:

- Additional attendance by other Directors whose directorates are materially impacted by the unsolicited proposal; and/or
  - Request input/advice from other Directors whose directorates are broadly impacted by the unsolicited proposal; and/or
  - Request input/advice from Commission Committee for Unsolicited Proposals that have a whole-of- government impact; and/or
  - Any clarification or information requirements to be sought from the Proponent.]
- [Note: this appendix is for content guidance only]

## Appendix F: Strategic Review Scoring Sheet Template

At the Unsolicited Proposals Evaluation the Committee's discretion, they may utilize scoring sheets as part of the assessment of whether a Concept Submission should proceed to Detailed Submission (Phase 2).

A holistic approach should be adopted when scoring a Concept Submission and consider, amongst other things:

- The priorities of Augusta, Georgia (Government);
- Consideration of the submission's value proposition and merit to the Government; and
- Whether certain criteria outweigh others in the context of the proposal being reviewed. A scoring sheet template has been provided to assist with a strategic Multi Criteria Assessment.

Scoring Criteria	1	2	3	4	5
1. Does the proposal strategically align with current Government policy and objectives?  (1 = Weak; 5 = Strong)					
2. Does the Committee believe that the proposal will deliver net economic benefits to the Government? (i.e. will it generate jobs, business activity, stimulate urban renewal, etc. that would otherwise be foregone)  (1 = No benefits; 5 = High benefits)					
3. Does the Committee believe that the proposal will likely have a net financial impact on Government? (I.e. will Government have to incur expenditure?)  (1 = High impact; 5 = No impact)					
4. Does the proposal have the ability to generate additional cash flow revenues for the Government?  (1 = No revenues; 5 = Substantial revenues)					
5. Does the Committee believe that the proposal will likely have an impact on the community?  (1 = Negative impact; 5 = Positive impact)					
6. Does the Committee believe that the proposal will likely have an impact on the environment?  (1 = Negative impact; 5 = Positive impact)					
7. Are the risks associated with the proposal acceptable to Government?  (1 = Not acceptable; 5 = Acceptable)					
8. Is the proposal achievable in terms of delivery with respect to Government changes required and timeliness?  (1 = Not achievable; 5 = Achievable)					
9. Intuitively, does the Committee believe that the proposal may be viable but lack					



Scoring Criteria	1	2	3	4	5
adequate information to make a decision?  (1 = Not viable, no further info required; 3 = Possibly viable, more info required; 5 = Viable, no further info required)					
10. Does this proposal represent a value proposition that the Government should consider?  (1 = No; 5 = Yes)					

[Reason for acceptance] / [Reason for rejection]

[Any recommendation for the Unsolicited Proposals Evaluation Committee to consider, e.g.:

- Any clarification or information requirements to be sought from the Proponent.]

## Appendix G: Advertisement to Public to receive Unsolicited Proposals Template

### Time Period for Receiving Unsolicited Proposals and Format for Submissions.

**Time Period.** Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

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

Please submit six (6) copies and one unbound copy of the proposal.

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [unsolicitedproposal@augustaga.gov](mailto:unsolicitedproposal@augustaga.gov) to the office of the Procurement Department. No Unsolicited Proposals will be accepted by fax, all must be received by mail or hand delivered.**

**Format for Submissions.** Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (g) any additional information as Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA"). Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

Only proposals complying with the requirements of these guidelines and the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA") that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by the local Government for further review. If any information necessary to make a meaningful evaluation is missing, the Local Government may request such information from the proposer. Unsolicited proposals may be subject to the Open Records Act.

**Note: "Unsolicited Proposal"** means a written proposal for a qualifying project that is received by the local Government and is not in response to any request for proposal for a qualifying project issued by the local Government.

The format and information to be included in any unsolicited proposal can be found:

<http://www.augustaga.gov/unsolicitedproposal>

**Publish:**

**Legal Organ:** Augusta Chronicle 9/21, 28; 10/5, 12, 19 and 26, 2017

**Metro Courier:** 9/27

**Electronic Means:** Onvia (Demand Star) 9/21 thru opening

**Internet Website:** ARCBid [www.augustaga.gov](http://www.augustaga.gov)

**Georgia Procurement Registry:** 9/21 thru opening

cc: Commissioners  
Janice Allen Jackson, Administrator  
Chester Brazzell,  
Deputy Administrator

## Appendix H

### Criteria for Evaluation Request for Proposals Template

#### PHASE 1

##### RFP - Evaluation/Scoring Guidelines

The evaluator/evaluation committee will consider the following guidelines in awarding points to the evaluation criteria and the evaluations of the referenced questions.

**Superior:** 675 – 750 Points exceptional – completely and comprehensively meets all of the requirements of the RFP; may provide additional information or cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to Augusta, Georgia.

**Good Response:** 600 – 674 Points clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the category or categories with no deficiencies noted.

**Fair Response:** 525 – 599 Points minimally meets most requirements of the RFP. Respondent/Offeror(s) demonstrated some ability to comply with guidelines and requirements of the category or categories, but knowledge of the subject matter is limited.

**Failed Response:** 0 – 524 Points does not meet the requirements of the RFP. Respondent/Offeror(s) has not demonstrated sufficient knowledge of the subject matter.

**Note:** Respondent/Offeror(s) receiving 600 or more points will be invited to do presentations to provide additional information if deemed necessary.

#### PHASE 2

**Selection.** After the deadline for the receipt of competing proposals, the Local Government shall reconvene the evaluation committee to review, evaluate and score the responses.

The criteria to be used in the evaluation of competing proposals for a qualifying project shall be determined by the evaluation committee of Augusta, Georgia prior to submitting a request for proposal for such qualifying project. The evaluation committee of the Augusta, Georgia shall establish a scoring matrix for review of responses to a request for proposal. The scoring matrix can be weighted in any fair manner to adequately assess the critical elements of a proposal, with the most likely highest weighted categories being (a) project financing and (b) qualifications and experience.

There are several factors that Augusta, Georgia may use when evaluating and selecting an unsolicited proposal, including, but not limited to, the following:

- (1) Project Financing
- (2) Qualifications and Experience
- (3) Project Characteristics
- (4) Project Benefit and Compatibility
- (5) Other Factors
- (6) References



Selection.

The evaluation committee and advisor, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award. The selection criteria shall include, but not be limited to, those contained in Senate Bill 59 - Partnership for Public Facilities and Infrastructure Act

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 respondents will be identified at the proposal opening; however, no proposal will be handled to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

## Appendix H

### Sample Evaluation Form

**Unsolicited Proposal Number: UP#**

**Date Received:**

**Project Name:**

Date of acknowledgement of receipt of the unsolicited proposal:

Date accept the unsolicited proposal:

Date reject the unsolicited proposal:

Date of Vendor's notification of decision:

	Yes	No
Fee Enclosed: One Hundred Dollar Cashier Check payable to: Augusta, Georgia		
Package submitted by the deadline		

#### Advisory Committee Review

##### Phase I Review

**Submittal and Quality of RFP MUST PASS A thru I FOR CONTINUED CONSIDERATION**

	Pass	Fail
a) Project description,		
b) Project feasibility statement		
c) Proposed project schedule,		
d) Project financing plan		
e) Business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data,		
f) Description of any anticipated public support or opposition		
g)Qualifications and experience		
h) Names and addresses of persons who may be contact(See Appendix B)		
i) Any additional information pertinent information as determined by the proposer or as requested by Augusta, Georgia (local government) may reasonably request to comply with the requirements of the Public-Private Facilities and Infrastructure Act of 2015 (the "PPFIA").		

**Committee Members:**

**Independent Advisor(s)**

Provide the proposer with the proposed Local Government fee to cover the costs of processing, reviewing and evaluating the unsolicited proposal. **The Process ends until the fee is received.**

FEE AMOUNT \$

(see Appendix A)

**Appendix H - Page 2 of 3****Sample Evaluation Form****Unsolicited Proposal Number: UP#****Project Name:****Date of Evaluation:****Recommendation Date to Committee:**

**The Evaluation Committee and Independent Advisors shall perform the following financial review and analysis of the unsolicited proposal:**

(a) A cost-benefit analysis;		
(b) Evaluation of the public need for or benefit derived from the qualifying project;		
(c) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;		
(d) Evaluation of the source of funding for the project;		
(e) Consideration of plans to ensure timely development or operation;		
(f) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and		
(g) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available.		

**Committee Members:****Independent Advisor(s)****Comments:**

The Advisor(s) representing the Evaluation Committee (EC) shall make a recommendation to the governing body of Augusta, Georgia to reject or accept the unsolicited proposal. Any Advisor(s) and those members of the EC should be present to address any questions.



**Appendix H - Page 3 of 3****Sample Evaluation Form****Unsolicited Proposal Number: UP#****Project Name:****Date of Evaluation:****Recommendation Date to Commission:**

Approved or Rejected (Circle One)

**Posting and Publishing Notice of the Opportunity to Offer Competing Proposals** (if approved)**REQUEST FOR PROPOSAL NO:**

(add RFP in front of the UP# - RFPUP17-001)

**Advertisement**

Advertised a minimum of two times, with the first advertisement occurring at least ninety days prior to the deadline for receipt of competing proposals. The second advertisement shall follow no earlier than six weeks from the first advertisement.

**Date: First Advertisement:****Second Advertisement:****Procedures for Processing, Review and Consideration of Competing Proposals (see Appendix I)**

(a) Project financing	300	
(b) Qualifications and experience	160	
(c) Project Characteristics	100	
(d) Project Benefit and Compatibility	90	
(e) Other Factors	60	
(f) References	40	
<b>Total Score</b>	<b>750</b>	

**Comments****Name of Evaluator:****Date:**

## Appendix I

### Submission Checklist

All unsolicited proposals should cover the points discussed in this guide. All unsolicited proposals should cover the points discussed in this guide. *Please submit six (6) copies one bound and one unbound copy of the proposal.* Unsolicited proposals should be signed by an authorized official of the proposing organization or by the proposer if submitted by an individual.

Elaborate proposals or presentations are not desired. Each applicant should review the submission to ensure that all data necessary for critical evaluation is included initially. Correspondence generated by omission of essential items delays processing of proposals. The following is a list of essential items that an unsolicited proposal should contain.

The checklist below provides guidance for the issues Proposers can cover when submitting an Unsolicited Proposal.

Proposal will be accepted only at the time and place listed below:

Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

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

### General Requirements

A private entity assumes all risk in submission of an unsolicited proposal, and a Local Government shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

Private entities are solely responsible for all costs and expenses of any nature associated with preparing or submitting an Unsolicited Proposal, including attending preliminary meetings and providing supplemental information. Augusta, Georgia assumes no obligations, responsibilities, and/or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties preparing or submitting an Unsolicited Proposal. Under no circumstances will Augusta, Georgia or any of their agents, representatives, consultants, directors, officers or employees be liable for, or otherwise obligated to reimburse, the costs incurred by a private entities, whether or not selected for negotiations, in developing, preparing and submitting its Proposal or negotiating an Agreement. In no event shall Augusta, Georgia be bound by, or liable for, any obligations with respect to such proposals until such time (if at all) as an Agreement, in form and substance satisfactory to Augusta, Georgia, has been authorized and executed by Augusta, Georgia and, then, only to the extent set forth therein.

Augusta, Georgia shall charge and retain an *initial proposal processing* fee equal to \$100 to be paid by the proposer prior to the review of an unsolicited proposal. Please submit in a separate envelope with the submittal

a cashier check made payable to: Augusta, Georgia Consolidated Government. Marked: Fee for Unsolicited Proposal Review.

## Concept Submission Requirements

It is recommended that the submission be kept concise and brief in the form of a proposal overview to allow the Advisory and Evaluation Committees to respond in a timely manner, and stay within a 45 minute presentation (Optional) should it progress pass the filtering process.

The following document limits apply to the Concept Submission:

- ✓ Word Processing (e.g. MS Word) – up to 40 pages (portrait)
- ✓ Presentation Processing (e.g. MS PowerPoint) – up to 30 slides (landscape)
- ✓ No less than 10 point font
- ✓ Normal document margins

Format for Submissions. Initial Unsolicited proposals shall contain, at a minimum, the following information:

### Cover Page

#### Basic Information

1. Name and address of submitter.
2. Proposal submission date.
3. Type of business (indicate whether profit, nonprofit, educational, small business, woman- owned, socially and economically disadvantaged, or other).
4. Proposed starting date and estimated period of performance.
5. Period for which proposal is valid (minimum of six months from date of submission).
6. Names and telephone numbers of the proposer's primary business and technical personnel whom Augusta, Georgia may contact for evaluation or negotiation purposes.
7. Signature of person authorized to contractually represent the individual or organization.
8. List of other Federal, State, or local government agencies or private organizations to which the proposal has been submitted and/or those funding the proposed effort.
9. Statement that the proposal may, or may not, be subjected to external review. (See "Georgia Open Record Code")
10. Statement that the proposal does/does not contain proprietary information.

All Unsolicited proposals must be tabbed alphabetically as listed below (see Phase I and II):

Tab.

- Signed Declaration to Abide by Process (**Appendix D**)
- (a) Project description
- (b) Project feasibility statement
- (c) Proposed project schedule
- (d) Project financing plan
- (e) Business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data
- (f) Description of any anticipated public support or opposition
- (g) Qualifications and experience
- (h) Names and addresses of persons who may be contact and
- (g) Any additional information as Augusta, Georgia may reasonably request to comply with the requirements of the PPFIA.

Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be



derived from the project by Augusta, Georgia. Such proposals may also include any additional pertinent information as determined by the proposer.

In addition to the general requirements as stated above, the following list provides additional information requirements for the Detailed Submission (Phase 2).

It is recommended that the Detailed Submission be in the form of a fully developed business case.

It should provide a comprehensive and compelling case to support the Unsolicited Proposal, and where possible, provide quantified supporting evidence to allow for a robust evaluation by the Evaluation Committee against the guiding principles and objectives.

## Request for Proposal (RFP) Detailed Submission Requirements

In addition to the general requirements, the list below provides additional information requirements for the Concept Submission (Request for Proposal):

Letter of Interest (**Appendix C**)

Signed Declaration to Abide by Process (**Appendix D**)

(a) Project Financing

- Cost and cost benefit to the local government;
- Financing and the impact on the debt burden of the local government or appropriating body;
- Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
- Opportunity costs assessment;
- Estimated cost;
- Life-cycle cost analysis;
- The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable; and
- Such other items as the local government deems appropriate.

(b) Qualifications and Experience

- Experience with similar projects;
- Demonstration of ability to perform work;
- Leadership structure;
- Project manager's experience;
- Management approach;
- Financial condition; and
- Project ownership.

(c) Project Characteristics

- Project definition;
- Proposed project schedule;
- Operation of the project;
- Technology; technical feasibility;
- Conformity to laws, regulations, and standards;
- Environmental impacts;
- Condemnation impacts;
- State and local permits; and
- Maintenance of the project.

(d) Project Benefit and Compatibility

- Community benefits;
- Community support or opposition, or both;
- Public involvement strategy;
- Compatibility with existing and planned facilities; and

- Compatibility with local, regional, and state economic development efforts.
- (e) Other Factors
  - The proposed cost of the qualifying project;
  - The general reputation, industry experience, and financial capacity of the private entity;
  - The proposed design of the qualifying project;
  - The eligibility of the project for accelerated documentation, review, and selection;
  - Local citizen and government comments;
  - Benefits to the public, including financial and nonfinancial;
  - The private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
  - The private entity's plans to employ local contractors and residents;
  - The recommendation of a committee of representatives of members of the local government and the appropriating body which may be established to provide advisory oversight for the project; and
  - Other criteria that the local government deems appropriate
- (f) References
- (g) Case for change
  - What problem and/or opportunity is the proposal trying to address?
  - What evidence is there to support this?
  - Why does this need to be addressed now?
- (h) Strategic alignment
  - How does the proposal meet the principles and objectives outlined in this policy document?
- (i) Risks
  - What are the key risks of the proposal?
  - How can they be managed within reason?
- (j) Objectives of the proposal
- (k) Unique elements of the proposal
  - Intellectual property or genuinely innovative ideas
  - Ownership of real property
  - Ownership of software or technology offering a unique benefits
  - Unique financial arrangement
  - Unique ability to deliver a strategic outcome
  - Other demonstrably unique elements



## Guidelines for Unsolicited Proposals



## APPENDIX J

### PARTNERSHIP FOR PUBLIC FACILITIES AND INFRASTRUCTURE ACT

Senate Bill 59

By: Senators Hill of the 6th, Mullis of the 53rd, Gooch of the 51st, Beach of the 21st and Hill of the 32nd

AS PASSED

A BILL TO BE ENTITLED

AN ACT

1 To amend Title 36 of the Official Code of Georgia Annotated, relating to local government,  
2 and Title 50 of the Official Code of Georgia Annotated, relating to state government, so as  
3 to provide for definitions; to provide guidelines for projects; to create the Partnership for  
4 Public Facilities and Infrastructure Act Guidelines Committee and to provide for its  
5 membership, terms, allowances, duties, and support; to provide for the manner by which  
6 projects may be initiated; to provide for the approval process for projects; to provide for  
7 evaluation criteria and review; to provide for agreements; to provide for default and  
8 remedies; to provide for financing and grants; to provide for service contracts; to provide for  
9 the dedication of certain property interests; to provide for sovereign immunity; to provide for  
10 police powers; to provide for application of open meetings and open records laws; to provide  
11 a short title; to provide for related matters; to provide an effective date; to repeal conflicting  
12 laws; and for other purposes.

13 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

#### 14 SECTION 1.

15 This Act shall be known and may be cited as the "Partnership for Public Facilities and

16 Infrastructure Act."

17 **SECTION 2.**

18 Title 36 of the Official Code of Georgia Annotated, relating to local government, is amended  
19 by adding a new article to Chapter 91, relating to public works bidding, to read as follows:

20 **"ARTICLE 5**

21 **36-91-110.**

22 As used in this article, the term:

23 (1) 'Comprehensive agreement' means the written agreement between the private entity  
24 and the local government required by Code Section 36-91-115.

25 (2) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire,  
26 install, construct, operate, maintain, or expand.

27 (3) 'Local authority' means any local authority created pursuant to a local or general Act  
28 of the General Assembly, including a joint public instrumentality.

29 (4) 'Local government' means any county, municipality, consolidated government, or  
30 board of education.

31 (5) 'Private entity' means any natural person, corporation, general partnership, limited  
32 liability company, limited partnership, joint venture, business trust, public benefit  
33 corporation, nonprofit entity, or other business entity.

34 (6) 'Qualifying project' means any project selected in response to a request from a local  
35 government or submitted by a private entity as an unsolicited proposal in accordance with  
36 this article and subsequently reviewed and approved by a local government, within its  
37 sole discretion, as meeting a public purpose or public need. This term shall not include  
38 and shall have no application to any project involving:

39 (A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46;

40 (B) Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46;

(C) Cable and video services pursuant to Chapter 76 of this title; or

(D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471, which shall be governed by Article 4 of this chapter.

(7) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project.

(8) 'Unsolicited proposal' means a written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

36-91-111.

(a) The Partnership for Public Facilities and Infrastructure Act Guidelines Committee is established to prepare model guidelines for local governments in the implementation of this article.

(b) The committee shall be composed of ten persons. Except for the local government officials or staff appointed to the committee, each committee member shall have subject matter expertise in architecture, construction management, engineering, finance, or real estate development. These appointments shall be made as follows:

(1) The following members shall be appointed by the Governor:

(A) One member or employee of a county governing authority;

(B) One member or employee of a municipal governing authority;

(C) One member or employee of a local board of education; and

(D) One licensed member of the State Bar of Georgia with expertise in representing local government in public works construction.

(2) The following members shall be appointed by the Speaker of the House of Representatives, provided that one of these appointees shall have expertise in working with local government:

(A) One member of the business community with expertise in construction management employed by a firm with less than \$25 million in annual revenue;



69 (B) One member of the business community who is a licensed architect; and

70 (C) One member of the business community with expertise in real estate development;

71 and

72 (3) The following members shall be appointed by the Lieutenant Governor, provided that

73 one of these appointees shall have expertise in working with local government:

74 (A) One member of the business community with expertise in construction

75 management employed by a firm with more than \$25 million in annual revenue;

76 (B) One member of the business community who is a licensed professional engineer;

77 and

78 (C) One member of the business community with expertise in finance.

79 (c) The terms of these committee appointments shall be for two years. At least three of

80 these appointees shall reside outside of the Augusta, Georgia metropolitan Atlanta area. The appointments

81 shall be made as soon as feasible, but not later than August 1, 2015. The committee shall

82 meet once a month or as needed and shall issue model guidelines to local governments no

83 later than July 1, 2016. Such guidelines shall be updated every two years. The members

84 of the committee shall elect a chairperson and a vice chairperson who shall serve for

85 two-year terms in such office.

86 (d) Citizen members shall receive a daily expense allowance in the amount specified in

87 subsection (b) of Code Section 45-7-21 as well as the mileage or transportation allowance

88 authorized for state employees.

89 (e) Staff support shall be provided by the Department of Administrative Services, the

90 Governor's office, and the Office of Planning and Budget.

91 36-91-112.

92 (a) Prior to executing any comprehensive agreement for the development or operation of

93 93 a qualifying project pursuant to an unsolicited proposal received by a local government

94 94 under this article, the local government shall adopt either:

95 95 (1) The model guidelines from the Partnership for Public Facilities and Infrastructure Act

96 96 Guidelines Committee; or

(2) Its own guidelines as a policy, rule, regulation, or ordinance, which shall contain each of the factors identified in subsection (b) of this Code section.

(b) The model guidelines shall include, at a minimum, the following:

(1) The period of time each calendar year when the local government will consider receiving, processing, reviewing, or evaluating unsolicited proposals for qualifying projects, and such limited time period shall be established within the sole discretion of the local government;

(2) Procedures for the financial review and analysis of an unsolicited proposal that may include:

(A) A cost-benefit analysis;

(B) Evaluation of the public need for or benefit derived from the qualifying project;

(C) Evaluation of the estimated cost of the qualifying project for reasonableness in relation to similar facilities;

(D) Evaluation of the source of funding for the project;

(E) Consideration of plans to ensure timely development or operation;

(F) Evaluation of risk sharing, including cost or completion guarantees, added value, or debt or equity investments by the private entity; and

(G) Consideration of any increase in funding, dedicated revenue source, or other economic benefit that would not otherwise be available;

(3) Criteria for determining any fees authorized in Code Section 36-91-113 that the local government elects to charge the private entity for the processing, review, and evaluation of an unsolicited proposal;

(4) A requirement for the issuance of a request for proposals upon a decision by the local government to proceed with a qualifying project pursuant to an unsolicited proposal;

(5) Procedures for posting and publishing notice of the opportunity to offer competing proposals;

(6) Procedures for the processing, review, and consideration of competing proposals, and the period for the processing, review, and consideration of competing proposals shall not

be less than 90 days;

(7) Procedures for determining whether information included in an unsolicited proposal shall be released as part of any request for proposals to ensure fair competition; and

(8) Procedures for identifying and appointing an independent owner adviser to the local government with expertise in architecture, engineering, or construction management to assist in the evaluation of an unsolicited proposal and to serve as owner adviser to the local government if the local government chooses to pursue any ensuing solicited bid process.

The local government shall not be obligated to engage such services.

36-91-113.

(a) If a local government adopts a rule, regulation, or ordinance affirming its participation in the process created in this article, a private entity may submit an unsolicited proposal for a project to the local government for review and determination as a qualifying project in accordance with the guidelines established by the local government. Any such unsolicited proposal shall be accompanied by the following material and information:

(1) A project description, including the location of the project, the conceptual design of such facility or facilities, and a conceptual plan for the provision of services or technology infrastructure;

(2) A feasibility statement that includes:

(A) The method by which the private entity proposes to secure any necessary property interests required for the project;

(B) A list of all permits and approvals required for the project from local, state, or federal agencies; and

(C) A list of public utility facilities, if any, that will be crossed by the project and a statement of the plans of the private entity to accommodate such crossings;

(3) A schedule for the initiation and completion of the project to include the proposed major responsibilities and timeline for activities to be performed by both the local government and private entity as well as a proposed schedule for obtaining the permits and approvals required in subparagraph (B) of paragraph (2) of this subsection;



153 (4) A financial plan setting forth the private entity's general plans for financing the  
154 project, including the sources of the private entity's funds and identification of any  
155 dedicated revenue source or proposed debt or equity investment on behalf of the private  
156 entity; a description of user fees, lease payments, and other service payments over the  
157 term of the comprehensive agreement pursuant to Code Section 36-91-115; and the  
158 methodology and circumstances for changes to such user fees, lease payments, and other  
159 service payments over time;

160 (5) A business case statement that shall include a basic description of any direct and  
161 indirect benefits that the private entity can provide in delivering the project, including  
162 relevant cost, quality, methodology, and process for identifying the project and time  
163 frame data;

164 (6) The names and addresses of the persons who may be contacted for further  
165 information concerning the unsolicited proposal; and

166 (7) Such additional material and information as the local government may reasonably  
167 request.

168 (b) For any unsolicited proposal of the development of a project received by a local  
169 government, the local government may charge and retain a reasonable fee to cover the costs  
170 of processing, reviewing, and evaluating the unsolicited proposal, including, without  
171 limitation, reasonable attorney's fees and fees for financial, technical, and other necessary  
172 advisers or consultants.

173 (c) The local government may reject any proposal or unsolicited proposal at any time and  
174 shall not be required to provide a reason for its denial. If the local government rejects a  
175 proposal or unsolicited proposal submitted by a private entity, it shall have no obligation  
176 to return the proposal, unsolicited proposal, or any related materials following such  
177 rejection.

178 (d) A private entity assumes all risk in submission of a proposal or unsolicited proposal  
179 in accordance with subsections (a) and (b) of this Code section, and a local government  
180 shall not incur any obligation to reimburse a private entity for any costs, damages, or loss

of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.  
36-91-114.

(a) The local government may approve the project in an unsolicited proposal submitted by a private entity pursuant to Code Section 36-91-113 as a qualifying project. Determination by the local government of a qualifying project shall not bind the local government or the private entity to proceed with the qualifying project.

(b) Upon the local government's determination of a qualifying project as provided in subsection (a) of this Code section, the local government shall:

(1) Seek competing proposals for the qualifying project by issuing a request for proposals for not less than 90 days; and

(2) Review all proposals submitted in response to the request for proposals based on the criteria established in the request for proposals.

(c) When the time for receiving proposals expires, the local government shall first rank the proposals in accordance with the factors set forth in the request for proposal or invitation for bids. The local government shall not be required to select the proposal with the lowest price offer, but it may consider price as one of various factors in evaluating the proposals received in response to the request for proposals for a qualifying project. Factors that may be considered include:

(1) The proposed cost of the qualifying project;

(2) The general reputation, industry experience, and financial capacity of the private entity;

(3) The proposed design of the qualifying project;

(4) The eligibility of the facility for accelerated selection, review, and documentation timelines under the local government's guidelines;

(5) Benefits to the public;

(6) The private entity's compliance with a minority business enterprise participation plan;

(7) The private entity's plans to employ local contractors and residents; and

209 (8) Other criteria that the local government deems appropriate.

210 (d) After ranking the proposals, the local government shall begin negotiations with the first  
 211 ranked private entity. If the local government and the first ranked private entity do not  
 212 reach a comprehensive agreement or interim agreement, then the local government may  
 213 conduct negotiations with the next ranked private entity. This process shall continue until  
 214 the local government either voluntarily abandons the process or executes a comprehensive  
 215 agreement or interim agreement with a private entity.

216 (e) At any time during the process outlined in this Code section but before the full  
 217 execution of a comprehensive agreement, the local government may, without liability to  
 218 any private entity or third party, cancel its request for proposals or reject all proposals  
 219 received in response to its request for proposals, including the unsolicited proposal, for any  
 220 reason whatsoever.

221 (f) Nothing in this article shall enlarge, diminish, or affect the authority, if any, otherwise  
 222 possessed by the local government to take action that would impact the debt capacity of the  
 223 State of Georgia or any local government. The credit of this state shall not be pledged or  
 224 loaned to any private entity. The local government shall not loan money to the private  
 225 entity in order to finance all or a portion of the qualifying project. A multiyear lease entered  
 226 into by a local government which is not terminable at the end of each fiscal year during the  
 227 term of the lease shall be considered a debt of the local government which enters into such  
 228 lease, and such lease shall apply against the debt limitations of the local government.  
 229 36-91-115.

230 (a) The comprehensive agreement entered into between the local government and the  
 231 private entity selected in accordance with this article shall include:

232 (1) A thorough description of the duties of each party in the completion and operation  
 233 of the qualifying project;

234 (2) Dates and schedules for the completion of the qualifying project;

235 (3) Any user fees, lease payments, or service payments as may be established by  
 236 , agreement of the parties, as well as any process for changing such fees or payments  
 237 throughout the term of the agreement, and a copy of any service contract;



- 238 (4) Any reimbursements to be paid to the local government for services provided by the  
 239 local government;
- 240 (5) A process for the review of plans and specifications for the qualifying project by the  
 241 local government and approval by the local government if the plans and specifications  
 242 conform to reasonable standards acceptable to the local government;
- 243 (6) A process for the periodic and final inspection of the qualifying project by the local  
 244 government to ensure that the private entity's activities are in accordance with the  
 245 provisions of the comprehensive agreement;
- 246 (7) Delivery of performance and payment bonds in the amounts required in Code  
 247 Sections 36-91-70 and 36-91-90 and in a form acceptable to the local government for  
 248 those components of the qualifying project that involve construction, and surety bonds,  
 249 letters of credit, or other forms of security acceptable to the local government for other  
 250 phases and components of the development of the qualifying project;
- 251 (8) Submission of a policy or policies of public liability insurance, copies of which shall  
 252 be filed with the local government accompanied by proofs of coverage, or self-insurance,  
 253 each in form and amount satisfactory to the local government and reasonably sufficient  
 254 to ensure coverage of tort liability to the public and employees and to enable the  
 255 continued operation of the qualifying project;
- 256 (9) A process for monitoring the practices of the private entity by the local government  
 257 to ensure that the qualifying project is properly maintained;
- 258 (10) The filing of appropriate financial statements to the local government on a periodic  
 259 basis; and
- 260 (11) Provisions governing the rights and responsibilities of the local government and the  
 261 private entity in the event that the comprehensive agreement is terminated or there is a  
 262 material default by the private entity, including conditions governing assumption of the  
 263 duties and responsibilities of the private entity by the local government and the transfer  
 264 or purchase of property or other interests of the private entity by the local government,

265 including provisions compliant with state constitutional limitations on public debt by the  
266 local government. Such policies and procedures shall be consistent with Code  
267 Section 36-91-116.

268 (b) The comprehensive agreement may include such other terms and conditions that the  
269 local government determines will serve the public purpose of this article and to which the  
270 private entity and the local government mutually agree, including, without limitation,  
271 provisions regarding unavoidable delays and provisions where the authority and duties of  
272 the private entity under this article shall cease and the qualifying project is dedicated to the  
273 local government for public use.

274 (c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by  
275 the parties from time to time, shall be added to the comprehensive agreement by written  
276 amendment.

277 (d) The comprehensive agreement may provide for the development of phases or segments  
  
278 of the qualifying project.  
279 36-91-116.

280 (a) In the event of a material default by the private entity, the local government may  
281 terminate, with cause, the comprehensive agreement and exercise any other rights and  
282 remedies that may be available to it at law or in equity, including, but not limited to, claims  
283 under the maintenance, performance, or payment bonds; other forms of security; or letters  
284 of credit required by Code Section 36-91-115.

285 (b) The local government may elect to assume the responsibilities and duties of the private  
286 entity of the qualifying project, and in such case, it shall succeed to all of the right, title,  
287 and interest in such qualifying project subject to statutory limitations on the availability of  
288 future appropriated or otherwise unobligated funds.

289 (c) The power of eminent domain shall not be delegated to any private entity with respect  
290 to any project commenced or proposed pursuant to this article. Any local government  
291 having the power of condemnation under state law may exercise such power of

condemnation to acquire the qualifying project in the event of a material default by the private entity. Any person who has perfected a security interest in the qualifying project may participate in the condemnation proceedings with the standing of a property owner.

(d) In the event the local government elects to take over a qualifying project pursuant to subsection (b) of this Code section, the local government may develop the qualifying project, impose user fees, and impose and collect lease payments for the use thereof.  
36-91-117.

All power or authority granted by this article to public entities shall be in addition and supplemental to, and not in substitution for, the powers conferred by any other general, special, or local law. The limitations imposed by this article shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a local government elects to proceed under this article.

36-91-118.

Nothing in this article shall be construed as or deemed a waiver of the sovereign or official immunity of any local government or any officer or employee thereof with respect to the participation in, or approval of, all or any part of the qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project.

36-91-119.

(a) Local governments that proceed with procurement pursuant to competitive sealed bidding as defined in Code Section 36-91-2, or any other purchasing options available under current law, shall not be required to comply with this article.

(b) Nothing in this article shall apply to or affect the State Transportation Board, the 315 Department of Transportation, or the State Road and Tollway Authority, or any project thereof.

(c) Nothing in this article shall abrogate the obligations of a local government or private entity to comply with the public meetings requirement in accordance with Chapter 14 of Title 50 or to disclose public information in accordance with Article 4 of Chapter 18 of



320 Title 50."

321 **SECTION 3.**

322 Title 50 of the Official Code of Georgia Annotated, relating to state government, is amended  
323 by adding a new chapter to read as follows:

324 **"CHAPTER 5C**

325 **50-5C-1.**

326 As used in this chapter, the term:

327 (1) 'Affected local jurisdiction' means any county, municipality, or school district in  
328 which all or a portion of a qualifying project is located.

329 (2) 'Comprehensive agreement' means the written agreement between the private entity  
330 and the responsible public entity required by Code Section 50-5C-5.

331 (3) 'Develop' or 'development' means to plan, design, develop, finance, lease, acquire,  
332 install, construct, operate, maintain, or expand.

333 (4) 'Person' means an individual, corporation, partnership, trust, association, or other  
334 legal entity.

335 (5) 'Private entity' means any natural person, corporation, general partnership, limited  
336 liability company, limited partnership, joint venture, business trust, public  
337 benefit corporation, nonprofit entity, or other business entity.

338 (6) 'Public entity' means a department, agency, board, bureau, commission, authority,  
339 or instrumentality of the State of Georgia, including the Board of Regents of the  
340 University System of Georgia as well as a local government or local authority.

341 (7) 'Qualifying project' means any project submitted by a private entity as an  
342 unsolicited proposal in accordance with this chapter and subsequently reviewed and  
343 approved by a responsible public entity, within its sole discretion, as meeting a public  
344 purpose or public need. This term shall not include and shall have no application to any  
345 project involving:

346 (A) The generation of electric energy for sale pursuant to Chapter 3 of Title 46; (B)  
347 Communications services pursuant to Articles 4 and 7 of Chapter 5 of Title 46; (C)  
348 Cable and video services pursuant to Chapter 76 of Title 36; or

349 (D) Water reservoir projects as defined in paragraph (10) of Code Section 12-5-471,  
 350 which shall be governed by Article 4 of Chapter 91 of Title 36.

351 (8) 'Responsible public entity' means a public entity that has the power to contract  
 352 with a private entity to develop an identified qualifying project. For any unsolicited  
 353 proposal for a project at one or more institutions of the University System of  
 354 Georgia, the responsible public entity shall be the Board of Regents of the  
 355 University System of Georgia or its designees. For any unsolicited proposal for a  
 356 project for one or more state government entities, other than an institution of the  
 357 University System of Georgia, the responsible public entity shall be the State  
 358 Properties Commission.

359 (9) 'Revenue' means all revenues, income, earnings, user fees, lease payments, or  
 360 other service payments arising out of or in connection with supporting the  
 361 development or operation of a qualifying project.

362 (10) 'Unsolicited proposal' means a written proposal for a qualifying project that is received by a  
responsible public entity and is not in response to any request for proposal issued by a responsible public entity.

363 50-5C-2.

364 For any qualifying project undertaken by the State Properties Commission, the Georgia  
 365 State Financing and Investment Commission shall be solely authorized to develop  
 366 guidelines for this process. For any qualifying project undertaken by the University  
 367 System of Georgia, the Board of Regents of the University System of Georgia shall be  
 368 solely authorized to develop guidelines for this process.

369 50-5C-3.

370 (a) Between May 1 and June 30 of each year, a private entity may submit an  
 371 unsolicited proposal for a project to the responsible public entity for review and  
 372 determination as a qualifying project in accordance with the guidelines established by  
 373 Code Section 50-5C-2. Any such unsolicited proposal shall be accompanied by the  
 374 following material and information:

375 (1) A project description, including the location of the project, the conceptual design of

376 such facility or facilities, and a conceptual plan for the provision of services or  
377 technology infrastructure;

378 (2) A feasibility statement that includes:

379 (A) The method by which the private entity proposes to secure any necessary  
380 property interests required for the project;

381 (B) A list of all permits and approvals required for the project from local,  
382 state, or federal agencies; and

383 (C) A list of public utility facilities, if any, that will be crossed by the project  
384 and a statement of the plans of the private entity to accommodate such crossings;

385 (3) A schedule for the initiation and completion of the project to include the proposed  
386 major responsibilities and timeline for activities to be performed by both the public and  
387 private entity as well as a proposed schedule for obtaining the permits and approvals  
388 required in subparagraph (B) of paragraph (2) of this subsection;

389 (4) A financial plan setting forth the private entity's general plans for financing the  
390 project, including the sources of the private entity's funds and identification of any  
391 dedicated revenue source or proposed debt or equity investment on behalf of the private  
392 entity; a description of user fees, lease payments, and other service payments over the  
393 term of the comprehensive agreement pursuant to Code Section 50-5C-5; and the  
394 methodology and circumstances for changes to such user fees, lease payments, and other  
395 service payments over time;

396 (5) A business case statement that shall include a basic description of any direct and  
397 indirect benefits that the private entity can provide in delivering the project, including  
398 relevant cost, quality, methodology, and process for identifying the project and time  
399 frame data;

400 (6) The names and addresses of the persons who may be contacted for further  
401 information concerning the unsolicited proposal; and

402 (7) Such additional material and information as the responsible public entity may  
403 reasonably request.



(b) For any unsolicited proposal for the development of a project received by a responsible public entity, the private entity shall reimburse the responsible public entity for the actual costs incurred to process, review, and evaluate the unsolicited proposal, including, without limitation, reasonable attorney's fees and fees for financial, technical, and other necessary advisers or consultants.

(c) Any private entity submitting an unsolicited proposal under subsection (a) of this Code section to a responsible public entity shall also notify each affected local jurisdiction by furnishing a copy of its unsolicited proposal to each affected local jurisdiction.

(d) Each affected local jurisdiction that is not a responsible public entity for the respective project may, within 45 days after receiving such notice, submit any comments regarding the unsolicited proposal it may have in writing to the responsible public entity and indicate whether the project is compatible with local plans and budgets. A project shall be consistent with zoning and land use regulations of the responsible public entity and each affected local jurisdiction.

(e) The responsible public entity may reject any proposal or unsolicited proposal at any time and shall not be required to provide a reason for its denial. If the responsible public entity rejects a proposal or unsolicited proposal submitted by a private entity, it shall have no obligation to return the proposal, unsolicited proposal, or any related materials following such rejection.

(f) A private entity assumes all risks in submission of a proposal or unsolicited proposal in accordance with subsections (a) and (b) of this Code section, and a responsible public entity shall not incur any obligation to reimburse a private entity for any costs, damages, or loss of intellectual property incurred by a private entity in the creation, development, or submission of a proposal or unsolicited proposal for a qualifying project.

#### 50-5C-4.

(a) The responsible public entity may approve the project in an unsolicited proposal submitted by a private entity pursuant to Code Section 50-5C-3 as a qualifying project. Determination by the responsible public entity of a qualifying project shall not bind the responsible public entity or the private entity to proceed with the qualifying project.

(b) Upon the responsible public entity's determination of a qualifying project as provided in subsection (a) of this Code section, the responsible public entity shall:

(1) Seek competing proposals for the qualifying project by issuing a request for proposals for not less than 90 days; and

(2) Review all proposals submitted in response to the request for proposals based on the criteria established in the request for proposals.

(c) When the time for receiving proposals expires, the responsible public entity shall first rank the proposals in accordance with the factors set forth in the request for proposal or invitation for bids. The responsible public entity shall not be required to select the proposal with the lowest price offer, but it may consider price as one of various factors in evaluating the proposals received in response to the request for proposals for a qualifying project.

Factors that may be considered include:

(1) The proposed cost of the qualifying project;

(2) The general reputation, industry experience, and financial capacity of the private entity;

(3) The proposed design of the qualifying project;

(4) The eligibility of the facility for accelerated selection, review, and documentation timelines under the responsible public entity's guidelines;

(5) Benefits to the public;

(6) The private entity's compliance with a minority business enterprise participation plan;

(7) The private entity's plans to employ local contractors and residents; and

(8) Other criteria that the responsible public entity deems appropriate.

(d) After ranking the proposals, the responsible public entity shall begin negotiations with the first ranked private entity. If the responsible public entity and the first ranked private entity do not reach a comprehensive agreement or interim agreement, then the responsible public entity may conduct negotiations with the next ranked private entity. This process shall continue until the responsible public entity either voluntarily abandons the process or executes a comprehensive agreement or interim agreement with a private entity.

(e) At any time during the process outlined in this Code section but before full execution of a comprehensive agreement, the responsible public entity may, without liability to any private entity or third party, cancel its request for proposals or reject all proposals received in response to its request for proposals, including the unsolicited proposal, for any reason whatsoever.

(f) Nothing in this chapter shall enlarge, diminish, or affect the authority, if any, otherwise possessed by the responsible public entity to take action that would impact the debt capacity of the State of Georgia. The credit of this state shall not be pledged or loaned to any private entity. The responsible public entity shall not loan money to the private entity in order to finance all or a portion of the qualifying project. All power or authority granted by this chapter to public entities shall be in addition to and supplemental to, and not in substitution for, the powers conferred by any other general, special, or local law. The limitations imposed by this chapter shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a public entity elects to proceed under this chapter. A multiyear lease entered into by the state as lessee under this Code section which is not terminable at the end of each fiscal year during the term of the lease shall be subject to and comply with the provisions of Code Section 50-16-41, specifically including compliance with any multiyear contract value authority adopted by the Georgia State Financing and Investment Commission for each fiscal year.

#### 50-5C-5.

(a) The comprehensive agreement entered into between the responsible public entity and the private entity selected in accordance with this chapter shall include:

- (1) A thorough description of the duties of each party in the completion and operation of the qualifying project;
- (2) Dates and schedules for the completion of the qualifying project;
- (3) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;
- (4) Any reimbursements to be paid to the responsible public entity for services provided



by the responsible public entity;

(5) A process for the review of plans and specifications for the qualifying project by the responsible public entity and approval by the responsible public entity if the plans and specifications conform to reasonable standards acceptable to the responsible public entity;

(6) A process for the periodic and final inspection of the qualifying project by the responsible public entity to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;

(7) Delivery of performance and payment bonds in the amounts required in Code Sections 13-10-40, 13-10-41, and 13-10-60 and in a form acceptable to the responsible public entity for those components of the qualifying project that involve construction, and bonds, letters of credit, or other forms of security acceptable to the responsible public entity for other phases and components of the development of the qualifying project;

(8) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the responsible public entity accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the responsible public entity and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;

(9) A process for monitoring the practices of the private entity by the responsible public entity to ensure that the qualifying project is properly maintained;

(10) The filing of appropriate financial statements to the responsible public entity on a 5 periodic basis; and

(11) Provisions governing the rights and responsibilities of the responsible public entity and the private entity in the event the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the responsible public entity and the transfer or purchase of property or other interests of the private entity by the responsible public entity, including provisions compliant with state constitutional limitations on public debt.

(b) The comprehensive agreement may include such other terms and conditions that the responsible public entity determines will serve the public purpose of this chapter and to which the private entity and the responsible public entity mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this chapter shall cease, and the qualifying project is dedicated to the responsible public entity.

(c) Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

(d) The comprehensive agreement may provide for the development of phases or segments of the qualifying project.

#### 50-5C-6.

(a) In the event of a material default by the private entity, the responsible public entity may terminate, with cause, the comprehensive agreement and exercise any other rights and remedies that may be available to it at law or in equity, including, but not limited to, claims under the maintenance, performance, or payment bonds; other forms of security; or letters of credit required by Code Section 50-5C-5 in accordance with Code Sections 13-10-40 through 13-10-65.

(b) The responsible public entity may elect to assume the responsibilities and duties of the private entity of the qualifying project, and in such case, it shall succeed to all of the right, title, and interest in such qualifying project.

(c) The power of eminent domain shall not be delegated to any private entity with respect to any project commenced or proposed pursuant to this chapter. Any responsible public entity having the power of condemnation under state law may exercise such power of condemnation to acquire the qualifying project in the event of a material default by the private entity. Any person who has perfected a security interest in the qualifying project may participate in the condemnation proceedings with the standing of a property owner.

(d) In the event the responsible public entity elects to take over a qualifying project

pursuant to subsection (b) of this Code section, the responsible public entity may develop the qualifying project, impose user fees, and impose and collect lease payments for the use thereof.

#### 50-5C-7.

All power or authority granted by this chapter to public entities shall be in addition and supplemental to, and not in substitution for, the powers conferred by any other general or special law. The limitations imposed by this chapter shall not affect the powers conferred by any other general, special, or local law and shall apply only to the extent that a public entity elects to proceed under this chapter.

#### 50-5C-8.

Nothing in this chapter shall be construed as or deemed a waiver of the sovereign or official immunity of any responsible public entity or any officer or employee thereof with respect to the participation in, or approval of, all or any part of the qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project.

#### 50-5C-9.

Any law enforcement officers of the public entity shall have the same powers and jurisdiction within the portion of such qualifying project as they have in their respective areas of jurisdiction, and such law enforcement officers shall have access to the qualifying project at any time for the purpose of exercising such powers and jurisdiction.

#### 50-5C-10.

(a) Responsible public entities that proceed with procurement pursuant to competitive sealed bidding pursuant to Code Section 50-5-67, or any other purchasing options available to them under current law, shall not be required to comply with this chapter.

(b) Nothing in this chapter shall apply to or affect the State Transportation Board, the Department of Transportation, or the State Road and Tollway Authority, or any project thereof.

(c) Nothing in this chapter shall abrogate the obligations of a responsible public entity or



574 private entity to comply with the public meetings requirement in accordance with  
575 Chapter 14 of this title or to disclose public information in accordance with Article 4 of  
576 Chapter 18 of this title."

577 **SECTION 4.**

578 This Act shall become effective upon its approval by the Governor or upon its becoming law  
579 without such approval.

580 **SECTION 5.**

581 All laws and parts of laws in conflict with this Act are repealed.



## Frequently Asked Question:

### 1. What is an unsolicited proposal?

A written proposal for a qualifying project that is received by a local government and is not in response to any request for proposal for a qualifying project issued by a local government.

A “qualifying project” as defined broadly under the PPFIA. Specifically, the PPFIA defines a “qualifying project” as any project selected in response to a request for a local government or submitted by a private entity as an unsolicited proposal in accordance with the PPFIA and subsequently reviewed and approved by a local government, within its sole discretion, as meeting a public purpose or public need.

### 2. What is NOT an unsolicited proposal?

Projects involving generation of electric energy or sale, communications services, cable and video services and water reservoir projects.

- “Advertising material” - Material designed to acquaint the Government with a prospective contractor’s present products, services, or potential capabilities, or designed to stimulate the Government’s interest in buying such products or services.
- “Commercial item offer” - An offer of a commercial item that the vendor wishes to see introduced in the Government’s supply system as an alternate or a replacement for an existing supply item. This term does not include innovative or unique configurations or uses of commercial items that are being offered for further development and that may be submitted as an unsolicited proposal.
- “Contribution” - A concept, suggestion, or idea presented to the Government for its use with no indication that the source intends to devote any further effort to it on the Government’s behalf.

### 3. What constitutes a valid unsolicited proposal?

A valid unsolicited proposal must-

- Be innovative and unique;
- Be independently originated and developed by the offerer. Unsolicited proposals in response to a publicized general statement of agency needs are considered to be independently originated;
- Be prepared without Government supervision, endorsement, direction, or direct Government involvement;
- Include sufficient detail to permit a determination that Government support could be worthwhile and the proposed work could benefit the agency’s research and development or other mission responsibilities;
- Not be an advance proposal for a known agency requirement that can be acquired by competitive methods, and
- Not address a previously published agency requirement.

### 4. What information is required on a valid unsolicited proposal?

Please visit <http://www.augustaga.gov/679/Procurement> for more information.

5. What about identifying and marking proprietary information?

Only proposals complying with the requirements of these guidelines and the PPFIA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format shall be considered by Augusta, Georgia for further review. If any information necessary to make a meaningful evaluation is missing, Augusta, Georgia may request such information from the proposer. Unsolicited proposals may be subject to the Open Records Act.

6. Does it cost anything to submit an unsolicited proposal?

Yes, there is a cost (fee)

**The initial proposal-processing fee** is \$100.00 and a cashier's check in this amount must accompany all Unsolicited Proposals. This fee is charged to offset the cost of the initial proposal-processing review, and is non-refundable regardless of whether or not the proposal is determined to merit further consideration. This amount is subject to annual adjustment to reflect inflation or in response to market conditions. The current fee will be updated as necessary and available on Augusta, Georgia's website.

**The detailed evaluation fee** applies only to proposals that are determined to merit further consideration. At such time, that Augusta, Georgia reaches such a determination, the proposer will be notified, and the amount of the detailed evaluation fee identified. In response to this notification, the proposer may pay the detailed evaluation fee to proceed with the procurement process, or withdraw its proposal from further consideration without incurring any additional cost or obligation.

The amount of the detailed evaluation fee will vary with the estimated cost of the proposed project, product, or service, as described in the table below, to reflect the degree of complexity of the proposed project and the corresponding level of effort associated with the detailed evaluation.

ESTIMATED COST		DETAILED EVALUATION FEE
<	1 Million	\$5 000
	\$1 Million - \$20 Million	\$10 000
	\$20 Million - \$50 Million	\$20,000
	\$50 Million - \$100 Million	\$35 000
	\$100 Million - \$500 Million	\$60 000
	\$250 Million - \$500 Million	\$85,000
	\$500 Million - \$1 Billion	\$110,000
>	Billion	TBD

Proponents are expected to meet their own costs as proposals progress through the various stages of the process.



7. How do I submit a formal proposal?

Time Period. Unsolicited proposals for qualifying projects will be received by the Augusta, Georgia. Proposals will be received by 3:00 PM Monday thru Friday beginning on the first business day of JANUARY and ending on the last business day of MARCH of each year. Such unsolicited proposals shall be in writing and shall be delivered to:

The Director of Procurement  
Augusta Procurement Department  
UNSOLICITED PROPOSAL  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

8. What format should be used when submitting Unsolicited Proposals?

Format for Submissions. Unsolicited proposals shall contain, at a minimum, the following information: (a) a project description, (b) a project feasibility statement, (c) a proposed project schedule, (d) a project financing plan, (e) a business case statement that shall include a basic description of any direct and indirect benefits that the private entity can provide in delivering the project, including relevant cost, quality, methodology, and process for identifying the project and time frame data, (f) a description of any anticipated public support or opposition, (g) qualifications and experience (h) names and addresses of persons who may be contact and (i) any additional information as the local government may reasonably request to comply with the requirements of the PPFIA. Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the local government. Such proposals may also include any additional pertinent information as determined by the proposer.

Please visit: <http://www.augustaga.gov/unsolicitedproposal>

9. Will proposals that relate to a matter currently the subject of a competitive tender process be considered?

Under Senate Bill 59 of the Guide states that proposals for projects where a tender process has formally commenced, whether published or not, are unlikely to be considered.

10. Can I submit an unsolicited proposal to another government department/agency other than the Procurement Department?

No, Augusta's Procurement Department will receive all proposals.

11. Why submit an unsolicited proposal if it might be subject to a competitive tender process?

An unsolicited proposal can be a valuable means for communicating innovative ideas to Augusta, Georgia. If a proposal does not satisfy the assessment criteria set out in the Guide but Augusta sees merit in the proposal (or similar), the government may consider offering delivery of the proposal to the market.

In the event that a competitive tender process is considered appropriate, the government will respect any intellectual property of the proponent. The proponent may participate in any procurement process.

Please review the following sections in the Augusta, Code for more details:

SEC. 1-10-72 Request for Proposals

SEC. 1-10-73 Procedures for Posting and Publishing Notice of the Opportunity to offer competing proposals

12. How long does each stage of the unsolicited proposals process take?

The timeframe for each stage of the unsolicited proposals process is subject to the complexity of the proposal and the number of stakeholders involved.

13. How detailed should the initial submission be?

For the purposes of evaluating a proposal, proponents should complete the required information as listed in stages one and two of the Guidelines and review the Augusta, Georgia Code.

Please visit: <http://www.augustaga.gov/unsolicitedproposal>

14. Is there a minimum threshold for proposals that can be assessed under the unsolicited proposals guidelines?

No, there is no minimum monetary threshold for proposals that can be assessed. All innovative proposals that address the assessment criteria under the Guide will be considered.

15. My proposal contains commercial-in-confidence information. How will this be treated throughout the unsolicited proposals process?

All unsolicited proposals submitted are confidential unless they reach Stage III of the process where brief details of the proposal will be published on Augusta, Georgia website. However, please note "Georgia Open Records Act" may apply.

See Augusta Code: Sec. 1-10-71 Procedures for Determining Release of Information in Unsolicited Proposal Georgia Open Record Act

16. My proposal contains details on intellectual property that I hold. How will this be treated throughout the unsolicited proposals process?

Augusta will respect any intellectual property of proponents throughout all stages of the unsolicited proposals process.

17. Can I submit additional documentation (attachments) with my unsolicited proposal?

Proponents are able to submit any additional documentation or material with their unsolicited proposal application, provided that such material is relevant to addressing the questions raised in the Schedule of Information Requirements.

18. Who can I contact after I have made a submission?

Please Contact:

The Director of Procurement  
Augusta Procurement Department  
UNSOLICITED PROPOSAL  
535 Telfair Street - Room 605  
Augusta, Georgia 30901  
Or

E-mail to:  
[unsolicitedproposal@augustaga.gov](mailto:unsolicitedproposal@augustaga.gov)

19. My proposal did not proceed to Phase 2. Can I receive feedback on my proposal?

Proponents that are unsuccessful in Phase 2 of the unsolicited proposals process will be given reasons on why Augusta, Georgia has decided not to proceed with their proposal. Feedback will be in accordance with the assessment criteria outlined in the Guidelines.

20. I have submitted a proposal. Can I contact other government departments during the assessment of my proposal?

Proponents are forbidden to contact personnel within the government during the assessment of their proposal, other than the Procurement Director as stated in Question number 14.





## Commission Meeting

June 3, 2025

### Succession Plan, Continuing Education/Training for all Departments

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Have Administrator to provide an update to the succession plan, continuing education/training for all department. <b>(Requested by Commissioner Stacy Pulliam)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Administrative Services Committee

June 10, 2025

James Brown Arena

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Receive update from Interim General Counsel on the matter of "Letter of Support" from the Augusta Commission maintaining the name of James Brown on the new arena; and any legal means available to the City of Augusta relative to the naming in association with the collected sales tax money. <b>(Requested by Commissioner Alvin Mason)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Engineering Services Committee

June 10, 2025

Railroad Street

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Mr. Eric Gains</b> - awareness to Railroad Street deteriorating infrastructure as a fire and safety hazards.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	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)

<p><u>X</u> Commission</p> <p>Public Safety Committee</p> <p>Public Services Committee</p> <p>Administrative Services Committee</p> <p>Engineering Services Committee</p> <p>Finance Committee</p>	<p>Date of Meeting <u>Preferably June 3, 2025</u> <u>or June 10, 2025</u></p> <p>Date of Meeting _____</p> <p>Date of Meeting _____</p> <p>Date of Meeting _____</p> <p>Date of Meeting _____</p> <p>Date of Meeting _____</p>
--	--

**Contact Information for Individual/Presenter Making the Request:**

Name: Eric Gaines

Address: 1445 Railroad Street Augusta GA 30901

Telephone Number: 678-358-6390

Fax Number: \_\_\_\_\_

E-Mail Address: egaines92@gmail.com

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

Bring awareness to Railroad Street regarding  
the deteriorating infrastructure on Railroad Street  
It's a safety hazard and fire  
It's a fire and safety hazard.

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: lbonner@augustaga.gov  
nmcfarley@augustaga.gov

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



## Finance Committee

June 10, 2025

### Creating a Contract Labor Employee

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Approve MOU with UGA creating a Contract Labor Employee for the Extension Service
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Title:** Approve MOU with UGA creating a Contract Labor operating budget for the Extension Service

**Agenda Category:** Finance

**Agenda Type:** Finance

**Department:** UGA Cooperative Extension Service

**Presenter:** Campbell Vaughn

**Caption:** The Extension Office proposes to abolish a supplemental pay position currently budgeted at \$9,820 plus associated fringe benefits and move the funds to a Contract Labor line in their operating budget.

**Background:** The Extension Service has 2 FT, 1 PT, and 6 supplemental positions; all budgeted in the FY 2025 budget. UGA Richmond County Family and Consumer Science Agent Kimberly Howell was promoted to her current position as of December 1st of 2024. The Augusta-Richmond County Payroll department thought that they could continue contributing to Ms. Howell's Employee Retirement Plan (ERS) that she has been enrolled in for many years through the State of Georgia and UGA.

After researching the feasibility of ARC paying into ERS, UGA Extension and ARC Finance with the blessing of ARC Payroll believe that it would be best if Ms. Howell would move to contract employee status with the City of Augusta to solve the issue of employee retirement contributions.

**Analysis:** The employee wishes to continue contributing to their already vested retirement plan, and to do so, must become a contract employee for the Extension Service. UGA has provided an MOU to be executed by the Mayor and Extension Service Director. This will cover the period of July 1, 2025 through June 30, 2026.

**Summary/Financial:** There will be zero net effect to the current 2025 budget.

The Augusta position will be abolished and the budgeted \$9,820 supplement plus associated fringe benefits will be moved to the Contract Labor line in order for ARC to reimburse UGA quarterly per the MOU.

**Alternatives:** Do not approve the MOU

**Recommendation:** Approve the MOU and associated budget realignment and allow future MOUs to continue for this contract labor position.





**UNIVERSITY OF GEORGIA**  
**EXTENSION**

**Northeast District Extension**

1225 S. Lumpkin Street

Athens, GA 30602

Phone: 706-542-9171

Email: [jkempf80@uga.edu](mailto:jkempf80@uga.edu)

TO: CEC Campbell Vaughn  
County Extension Coordinator

FROM: Denise Everson  
NE District Extension Director

RE: FY2026 Annual Financial Agreement Budget

It is time to review the county budget for the contract period of: July 1, 2025 - June 30, 2026.

The County Memo will need to be printed on county letterhead. Both the Memo and the Budget should be reviewed and signed by the appropriate official(s).

Remember, per the MOU, any COLA given to county employees should also be applied to Extension employees. If there are salary increases, please complete the Salary Increase Form and return it with this Agreement. If any information in this document is incorrect, please ask for a revision. Please sign, date, and return documents to the District office.

Thank you,  
Jennifer M. Kempf  
Northeast District Business Manager

*Commit to Georgia | [give.uga.edu](http://give.uga.edu)*

*An Equal Opportunity. Affirmative Action. Veteran. Disability Institution*



Richmond County Extension Office  
 602 Greene Street  
 Augusta, Georgia 30901  
 TEL 706-821.2350 | FAX 706-821-2584  
 uge3245@uga.edu  
 www.ugaextension.org/richmond

Date: April 17, 2025

To: Denise Everson  
 Northeast District Extension Director

From: Mayor Garnett Johnson  
 Chairman  
 Richmond County  
 Board of Commissioners

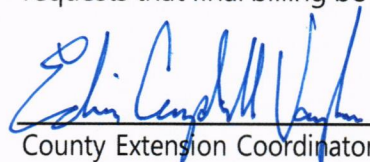
RE: Annual Financial Agreement Budget

It is our intent to renew/amend the Annual Financial Agreement with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension Service.

The attached Budget is for: Salary, SS/Med, and retirement.  
 Budget is for the period: July 1, 2025 - June 30, 2026.  
 The University will bill: Quarterly for Actual Expenses

According to the governing Memorandum of Understanding (MOU), this Annual Financial Agreement sets forth the County's contributions toward the compensation of County Extension Personnel for the period stated above, and only the benefits listed. All other benefits will be charged to the State.

For administrative purposes, the compensation of personnel listed in this Agreement will come directly from UGA Extension, with UGA invoicing the County for the County's proportionate share. The County requests that final billing be sent within 60 days of contract end date.

  
 County Extension Coordinator      5/2/25  
 Date

\_\_\_\_\_  
 District Extension Director      Date

\_\_\_\_\_  
 County Representative      Date

\_\_\_\_\_  
 Associate Dean for Extension, CES      Date

\_\_\_\_\_  
 Other (if necessary)

\_\_\_\_\_  
 Other (if necessary)



**Richmond County**  
Board of Commissioners  
July 1, 2025 - June 30, 2026

\* Per the MOU, any COLA given to county employees should also be given to Extension Employees

POSITION		BUDGET PERIOD		Salary	FICA (7.65%)		OTHER FRINGE				TOTAL BUDGET
Select	Name	Current	July 1 - June 30		OASDI (6.2%)	HI (1.45%)	RETIREMENT	Travel	Operating	Other*	
4-H -	Agent	Donita Legoas	\$20,000.00	\$20,000.00	\$20,000.00	\$ 1,240.00	\$ 290.00	TRS \$ 4,382.00			\$ 25,912.00
FACS -	Agent	Kimberly Howell	\$9,824.00	\$9,824.00	\$9,824.00	\$ 609.09	\$ 142.45	ERS \$ 3,046.42			\$ 13,621.96
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
TOTALS		\$29,824.00	\$29,824.00	\$29,824.00	\$1,849.09	\$432.45	\$7,428.42	\$0.00	\$0.00	\$0.00	\$39,533.96

**BILL TO THE FOLLOWING NAME AND ADDRESS**

City of Augusta Accounting Department  
535 Telfair Street, Suite 800  
Augusta, GA 30901

**FISCAL CONTACT INFORMATION**

Name	Pamela Barrett
Email	<a href="mailto:pgbarrett@augustaga.gov">pgbarrett@augustaga.gov</a>
Phone	<a href="tel:706-821-2334">706-821-2334</a>

APPROVED BY:

County Official <span style="float: right;">Date</span>

District Extension Director <span style="float: right;">Date</span>

**For District Use:**

☐ Spreadsheet update
 ☐ Team Dynamix Update
 ☐ Budgeted in Financials
 ☐ Combo Code [HLO]
 ☐ Position Funding Completed





Richmond County Extension Office  
 602 Greene Street  
 Augusta, Georgia 30901  
 TEL 706-821.2350 | FAX 706-821-2584  
 uge3245@uga.edu  
 www.ugaextension.org/richmond

Date: April 17, 2025

To: Denise Everson  
 Northeast District Extension Director

From: Mayor Garnett Johnson  
 Chairman  
 Richmond County  
 Board of Commissioners

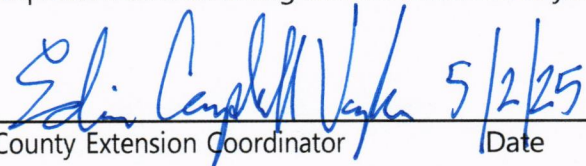
RE: Annual Financial Agreement Budget

It is our intent to renew/amend the Annual Financial Agreement with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension Service.

The attached Budget is for: Salary, SS/Med, and retirement.  
 Budget is for the period: July 1, 2025 - June 30, 2026.  
 The University will bill: Quarterly for Actual Expenses

According to the governing Memorandum of Understanding (MOU), this Annual Financial Agreement sets forth the County's contributions toward the compensation of County Extension Personnel for the period stated above, and only the benefits listed. All other benefits will be charged to the State.

For administrative purposes, the compensation of personnel listed in this Agreement will come directly from UGA Extension, with UGA invoicing the County for the County's proportionate share. The County requests that final billing be sent within 60 days of contract end date.

  
 County Extension Coordinator Date 5/2/25

\_\_\_\_\_  
 District Extension Director Date

\_\_\_\_\_  
 County Representative Date

\_\_\_\_\_  
 Associate Dean for Extension, CES Date

\_\_\_\_\_  
 Other (if necessary)

\_\_\_\_\_  
 Other (if necessary)

**Richmond County**  
Board of Commissioners  
July 1, 2025 - June 30, 2026

\* Per the MOU, any COLA given to county employees should also be given to Extension Employees

POSITION			BUDGET PERIOD		Salary	FICA (7.65%)		OTHER FRINGE					TOTAL BUDGET
Select		Name	Current	July 1 - June 30		OASDI (6.2%)	HI (1.45%)	RETIREMENT		Travel	Operating	Other*	
4-H -	Agent	Donita Legoas	\$20,000.00	\$20,000.00	\$20,000.00	\$ 1,240.00	\$ 290.00	TRS	\$ 4,382.00				\$ 25,912.00
FACS -	Agent	Kimberly Howell	\$9,824.00	\$9,824.00	\$9,824.00	\$ 609.09	\$ 142.45	ERS	\$ 3,046.42				\$ 13,621.96
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -
													\$ -
TOTALS			\$29,824.00	\$29,824.00	\$29,824.00	\$1,849.09	\$432.45		\$7,428.42	\$0.00	\$0.00	\$0.00	\$39,533.96

**BILL TO THE FOLLOWING NAME AND ADDRESS**

City of Augusta Accounting Department  
535 Telfair Street, Suite 800  
Augusta, GA 30901

**FISCAL CONTACT INFORMATION**

Name	Pamela Barrett
Email	<a href="mailto:pgbarrett@augustaga.gov">pgbarrett@augustaga.gov</a>
Phone	706-821-2334

APPROVED BY:

County Official <span style="float: right;">Date</span>

District Extension Director <span style="float: right;">Date</span>

**For District Use:**

☐ Spreadsheet update
 ☐ Team Dynamix Update
 ☐ Budgeted in Financials
 ☐ Combo Code [HLO]
 ☐ Position Funding Completed



UNIVERSITY OF GEORGIA  
**EXTENSION**

Richmond County Extension Office  
501 Greene Street Suite 100  
Augusta, Georgia 30901  
TEL 706-821.2350 | FAX 706-821-2584  
uge3245@uga.edu  
www.ugaextension.org/richmond

5/27/25

Dear Rachel,

UGA Richmond County Family and Consumer Science Agent Kimberly Howell was promoted to her current position as of December 1<sup>st</sup> of 2024. The Augusta-Richmond County Payroll department thought that they could continue contributing to Ms. Howell's Employee Retirement Plan (ERS) that she has been enrolled in for many years through the State of Georgia and UGA.

After researching the feasibility of ARC paying into ERS, UGA Extension and ARC Finance with the blessing of ARC Payroll believe that it would be best if Ms. Howell would move to contract employee status with the City of Augusta to solve the issue of employee retirement contributions. There will be no difference in money being used against UGA Extension's budget to switch Ms. Howell to contract labor, just an accounting change. There will also be no difference in Ms. Howell's job description and programming with this change.

Will you please add this as a commission agenda item so this contract labor can begin July 1, 2025.

Sincerely,

Campbell Vaughn

Augusta - Richmond County Department Director for Extension





## Commission Meeting

June 17, 2025

Minutes

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the minutes of Commission held June 3, 2025.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## COMMISSION MEETING MINUTES

Commission Chamber  
Tuesday, June 03, 2025  
2:00 PM

### INVOCATION

Reverend Christopher Leslie, Pastor, Walnut Grove Baptist Church

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

### RECOGNITION(S)

- A. Proclamation recognizing the launch of the Mayor's Summer Reading Program. **(Requested by Mayor Garnett Johnson)**

**Presentation made by Mayor Johnson.**

### DELEGATION(S)

- B. **April Coleman**-Olde Town neighborhood regarding concerns about the community impact of the placement of the new Center of Hope emergency shelter and soup kitchen a block from May Park.

**Presentation made.**

- C. **Ms. Ann Sherman** regarding Hurricane Helene related storm issues in the area.

**Presentation made.**

- D. **Chandra Bala** regarding lacking coordination in county office.

**Presentation made.**

- E. **Mr. Moses Todd**, I Love Augusta to discuss household waste fee/tax, no non administrative transfer of Regional Landfill funds, and more than one waste hauler.

**Presentation made.**

### CONSENT AGENDA

*(Items 1-18)*

### PUBLIC SERVICES

1. Motion to **approve** A.N. 25-23 – Existing Location, New Ownership: Retail Package Beer and Wine. Pawan Kumar Burra applicant for Shambhavi Foods 2025 Inc located at 2502 Lumpkin Road, District 5, Super District 9. **(Approve by Public Services Committee May 27, 2025)**

**Motion to approve with no objectors.**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

2. Motion to **approve** A.N. 25-24 – New Location: Consumption on Premises Liquor, Beer, Wine & Sunday Sales. Ming Shi applicant for KHP Augusta LLC d/b/a K-Pot, located at 1343 Augusta West Parkway. District 3, Super District 10 (**Approve by Public Services Committee May 27, 2025**)

**Motion to approve no, objectors.**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

3. Motion to **approve** A.N. 25-25 – New Location: Consumption on Premises Liquor, Beer, and Wine. Marion Rodric Rosier is the applicant for Liddo's Bistro, located at 2601 Deans Bridge Road Ste C, Augusta GA 30906. District 2, Super District 9. **No Objectors (Approve by Public Services Committee May 27, 2025)**

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

4. Motion to **approve** A.N. 25-26 – Existing Location, New Ownership: Retail Package Beer and Wine. Subrata Roy applicant for EB Market LLC d/b/a EB Food Mart located at 501 East Boundary Street, District 1, Super District 9. **No Objectors (Approved by Public Services Committee May 27, 2026)**

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**



5. Motion to **approve** request by Mattison Solomon for Massage Operator's License to be use connection with Sevenity Bodyworks LLC located at 1433 Stovall Street Suite 5, Augusta GA 30904. District 2, Super District 9. **(Approved by Public Services Committee May 27, 2026)**

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

6. **Review and Discussion of Short-Term Rental Ordinance & Proposed 30-Day Rental Limitation in the City of Augusta. (Requested by Mayor Johnson)**

**Referred to Short-Term Rental Subcommittee without objections.**

7. Motion to **approve** allowing APT to develop a plan relative to Richmond County Transit Micro Transit to give citizens of Richmond County an equitable access to public transit. **(Approved by Public Service Committee May 27, 2025)**

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

**ENGINEERING SERVICES**

8. Motion **approve** award of Augusta's Stormwater Facilities (Ponds) Maintenance Contract to American Eagle LLC, Augusta Lawn & Turf, LLC, Augusta Quality, and Pond Maintenance of Augusta, subject to receipt of signed contract and proper insurance documents. The Contract is for one year with renewal option of two additional years. Also, approve up to \$650,000 per year to fund Services under this contract. AE/25-157. **(Approved by Engineering Service Committee May 27, 20276)**

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

9. Motion to **approve** the award of RFP 25-900A-Residential Waste & Recyclable Collection Services Contract to Coastal Waste Recycling, Inc. (Coastal) effective August 1, 2025 at service schedule & rates presented as attached Exhibit A, and with the option of Coastal providing Recycling Services by contracting directly with residents and others on request. The contract award is contingent upon receipt of signed contract, insurance, and other relevant required documents. The contract initial term is five (5) years with an option to renew for additional five-year term. RFP 25-900A/AE. (**Approved by Engineering Services Committee May 27, 2025**)

**Motion to approve**

Motion made by Garrett and seconded by Guilfoyle

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

10. Motion to **approve** making part of 2026 Budget regarding which (if any) components of the Draft Realignment Concept should be developed into a final proposal. (**Approved by Engineering Services Committee May 27, 2025**)

**Motion to approve**

Motion made by J. Johnson and seconded by Mason

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

## **FINANCE**

11. Motion to **approve** the 2026 Budget Planning Calendar. (**Approved by Finance Committee May 27, 2025**)

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

## **PUBLIC SAFETY**

12. Motion to **approve** entering into a Memorandum of Agreement (MOA) between GEMA and Homeland Security Georgia Search and Rescue Team (GSAR) and to authorize the mayor to sign the appropriate documents. (**Approved by Public Safety Committee May 27, 2025**)

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

13. Motion to approve accepting the FY26 CACJ Operating Grant for Family Treatment Court/Juvenile Drug Court in the amount of \$97,193 with a cash match of \$17,152. **(Approved by Public Safety Committee May 27, 2025)**

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

14. Motion to **approve** accepting the FY26 CACJ Operating Grant for Adult Felony Drug Court, Mental health Court, and Veterans Court in the amount of \$549,800 with a \$97,024 cash match amount. **(Approved by Public Safety Committee May 27, 2025)**

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

15. Motion to **approve** Agreement with ClearGov for Digital Budget Book and Transparency Initiatives. **(Approved by Public Safety Committee May 27, 2025)**

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

16. Motion to **approve** additional grant funding for ARPA CY 2023-2025 in the amount of \$2,803,640. **(Approved by Public Safety Committee May 27, 2025)**

**Motion to approve**

Motion made by Garrett and seconded by Rice



Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

**PETITIONS AND COMMUNICATIONS**

17. Motion to **approve** the minutes of the May 20, 2025 Commission Meeting.

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

**APPOINTMENT(S)**

18. Motion to **approve** the appointment of Mr. Michael Meyers to the Historic Preservation Commission representing District 4.

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

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

**AUGUSTA COMMISSION**  
**REGULAR AGENDA**

(Items 19-32)

**ADMINISTRATIVE SERVICES**

19. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Vital Steps to continue development in the Sand Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.

**Motion to refer to next committee meeting.**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

20. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue development in the South Augusta Area and support the construction of two (2) single family units to be sold to low income homebuyer.

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

21. Motion to approve the purchase of one trailer hydro excavator, at a total cost of \$84,820 from Vermeer Southeast Sales & Service for the Augusta Utilities Department. (Bid 25-162)

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

- 22 **Motion to approve** the request for the PACT Project Change Order Consolidation in the total amount of \$329,250.00 by Trane Company. (RFQ 18-164 - 22CSA046)

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

23. Receive an update regarding signs in medians, telephone poles, traffic signs, grocery carts, etc.

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

24. Motion to approve the purchase of two Ford F150 Extended cabs at total cost of \$104,474.44 from Akins Dodge Ford for the Utilities department – Facilities Maintenance Division.

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

25. Approve an addition of \$44,675.00 to purchase order 23CSA006 to cover the costs of program revisions and additional concept design services for converting the former Houghton Elementary School into space for Augusta Juvenile Court System and Richmond County Board of Elections per Article 4.2 of the Design Services Agreement by Hussey Gay Bell & Deyoung International, Inc under RFP 22-174.

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

26. Have Administrator to provide an update to the succession plan, continuing education/training for all department. **(Requested by Commissioner Stacy Pulliam)**

**Motion to forward to next Administrative Services Committee.**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

**FINANCE**

27. Motion to certify the estimated 2025 roll-back mill rates for County M&O and Urban Services M&O to the Board of Tax Assessors and Tax Commissioner.

**Motion to approve**

Motion made by Johnson and seconded by Mason

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam Guilfoyle

**Motion carried 10-0**

28. Discussion on the new James Brown Arena. **(Requested by Commissioner Alvin Mason)**

**Motion to approve a Letter of Support from the Commission to retain the name James Brown on the new arena.**



**Motion made by Mason and seconded by Rice**

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

**PUBLIC SAFETY**

- 29. Recommend motion to approve recommended changes to Animal Ordinance (No recommendation from Public Safety Committee May 27, 2025)**

**Motion to refer back to committee with a redline version of Animal Ordinance.**

**Motion made by Garrett and second by Rice**

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

**APPOINTMENT(S)**

- 30. Motion to approve the appointment of Michelle Lockhart to fill the unexpired term ending April 24, 2027 due to the resignation Mr. James Scott representing Super District 10 on the Richmond County Board of Tax Assessors. (Requested by Commissioner Wayne Guilfoyle)**

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

- 31. Motion to discuss and/or approve nominated appointments to the Richmond County Hospital Authority Board. (Requested by Mayor Garnett Johnson)**

**Motion to approve referring to next Commission Meeting**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**

**LEGAL MEETING**

**A. Pending and Potential Litigation**

**B. Real Estate**

**C. Personnel**

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

**33. Motion to approve the appointment of Mr. Bob Young to the Historic Preservation Commission representing District 10.**

**Added without objection**

**Motion to approve**

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Garrett, Rice, Mason, Clark, J. Johnson, Scott, Lewis, Pulliam  
Guilfoyle

**Motion carried 10-0**



## Public.Service.Committee.Meeting

Meeting Date: 06/10/25

Airport Runway 17-35 Approach Improvements CAT II 9 (Bid 25-161)

<b>Department:</b>	Augusta Regional Airport
<b>Presenter:</b>	Herbert L. Judon, Jr., Airport Executive Director
<b>Caption:</b>	Motion to approve <b>Recommendation of Award</b> to Trinity Electrical Services, LLC in the amount of \$771,265.00 for the Approach Improvements to Runway 17-35. (Bid 25-161)
<b>Background:</b>	<p>Bids were opened and read publicly on April 14, 2025, at 3:00 pm, local time at the Augusta Procurement Department. A single bid was received from Trinity Electrical Services, LLC headquartered in Baxley, GA.</p> <p>Based on Mead &amp; Hunt's review, we recommend awarding the base bid to Trinity Electrical Services in the amount of \$771,265.00 (See attached Bid Tabulation). After reviewing and evaluating the unit prices associated with the various construction line items, the costs associated seem to fall within the current market averages seen across the region and country in similar projects, with multiple being at or below the engineer's estimate. Based upon our review and the City's Procurement Department's review, we believe Trinity Electrical has submitted a responsive bid and is a responsible, experienced airport electrical contractor.</p> <p>It is hereby requested that the Aviation Commission approve this Recommendation of Award, allowing Augusta Regional Airport to award the project to Trinity Electrical Services.</p>
<b>Analysis:</b>	<p>Mead &amp; Hunt's construction estimate for this project was <b>\$402,063.00</b>. Trinity Electrical Services, LLC bid for the same bid package came in at <b>\$771,265.00</b>. Because the low bid and corresponding line items are in line with the overall current costs in the region and Trinity's bid was compliant, Mead and Hunt recommends award.</p> <p>Mead and Hunt have reviewed the response to the advertisement for bids (IFB #25-161) for the Runway 17-35 Approach Improvement project and recommends awarding the project to Trinity Electrical in the amount of <b>\$771,265.00</b>.</p>



This Recommendation of Award has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

**Financial Impact:** This contract is proposed to be funded through Airport Enterprise funds.

**Alternatives:** N/A

**Recommendation:** Approve **Recommendation of Award** to Trinity Electrical Services, LLC in the amount of \$771,265.00 for the Approach Improvements to Runway 17-35.

**Funds are available in the following accounts:** 551081305-5412110

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

### Invitation to Bid

Sealed bids will be received at this office until **Monday, April 14, 2025 @ 3:00 p.m.** via ZOOM Meeting ID: 843 6403 9282; Passcode: 25161 for furnishing:

**Bid Item #25-161                      Runway 17-35 Approach Improvements CAT II for Augusta, GA – Augusta Regional Airport**

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

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable are \$215.00.**

**It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blueprint (706 722-6488) beginning Thursday, February 27, 2025. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.**

A Pre-Bid Conference will be held on Monday, March 24, 2025 @ 10:00 a.m. via Zoom Meeting ID: 810 3472 3605; Passcode: 25161. Optional Site Visit will be held on Tuesday, March 25, 2025; please contact Elizabeth Giles at (706) 796-4010 in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Wednesday, March 26, 2025 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

**Invitation for bids and specifications.** An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not 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: Darrell White, Interim Procurement Director  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle                      February 27, 2025 and March 6, 13, 20, 2025  
Metro Courier                              February 27, 2025

<div>  <div>           Bid Opening: Bid Item #25-161 Runway 17-35 Approach Improvements Project            for Augusta, GA-Augusta Regional Airport            Bid Date: Monday, April 14, 2025 @ 3:00 p.m. via ZOOM         </div> </div>					
Total Number Specifications Mailed Out: 21 Total Number Specifications Download (Demandstar): 10 Total Electronic Notifications (Demandstar): 336 Georgia Procurement Registry: 1316 Pre-Bid Conference Attendees: 6 Total packages Submitted: 1 Total Non-compliant:					
Vendors	Attachment "B"	E-Verify Number	SAVE Form	Bid Bond	Base Bid
Trinity Electrical Services, LLC 2317 Golden Isles West Baxley, GA 31513	YES	360063	YES	YES	\$771,265.00



Augusta Regional Airport  
RWY 17-35 Improvements CAT II

AIP:

April 22, 2025

Bid Tabulation

MH #: 0119700-221073.01

Base Bid Replacement of Runway 17-35 Glideslope and Localizer Equipment.

Item 24.

					ENGINEER'S ESTIMATE		Trinity Electrical Services, LLC	
Item	Spec Ref.	Description	Unit	Quantity	Unit Cost	Extension	Unit Cost	Extension
1	C-102.1a	Installation, Maintenance, and Removal of Silt Fence Type C	LF	950	\$ 6.00	\$ 5,700.00	\$ 2.50	\$ 2,375.00
2	C-102.1b	Erosion Control Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 7,200.00	\$ 7,200.00
3	C-102.1c	Emergency Erosion Control Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00
4	C-105.1	Mobilization, Cleanup, and Demobilization	LS	1	\$ 34,962.00	\$ 34,962.00	\$ 72,010.00	\$ 72,010.00
5	C-105.2	Airfield Safety and Traffic Control	LS	1	\$ 17,481.00	\$ 17,481.00	\$ 16,800.00	\$ 16,800.00
6	NS01-01	Locate and Protect Existing Circuits	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 3,500.00	\$ 3,500.00
7	NS02-01	Runway 35 Glideslope Antenna Tower - Disconnect/Remove/Install (FAA to Procure)	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 160,900.00	\$ 160,900.00
8	NS02-02	Runway 35 Glideslope Shelter - Disconnect/Remove/Install (FAA to Procure)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 98,200.00	\$ 98,200.00
9	NS02-03	Runway 35 Localizer Shelter - Disconnect/Remove/Install (FAA to Procure)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 105,100.00	\$ 105,100.00
10	NS02-04	Runway 35 14-Element Localizer Antenna - Disconnect/Remove/Install (FAA to Procure)	LS	1	\$ 89,000.00	\$ 89,000.00	\$ 282,600.00	\$ 282,600.00
11	NS02-05	Runway 17-35 Cable Removal	LF	1640	\$ 3.00	\$ 4,920.00	\$ 9.50	\$ 15,580.00
					SubTotal	\$ 402,063.00	SubTotal	\$ 771,265.00



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

May 22, 2025

Darrell White  
Augusta, Georgia Procurement Department  
535 Telfair Street, Suite 605  
Augusta, Georgia 30901

A handwritten signature in dark ink, appearing to read "D White", with the date "5/27/25" written below it.

**RE: BID #25-161 Runway 17-35 Approach Improvements CAT II**

Dear Mr. White,

Please accept this attached justification letter from Mead & Hunt on behalf of Augusta Regional Airport regarding the Runway 17-35 Approach Improvements CAT II – IFB # 25-161. After rebid, the qualifying low bid has come in over budget, but our position is there is justification to award this bid. Based upon our review of the bid submitted by Trinity Electrical Services totaling \$771,265.00 and comparing to the Engineer's estimate totaling \$402,063.00, the difference between these costs can be mainly attributed a couple of items. Mead & Hunt has outlined them in the attached letter.

Augusta Regional Airports position is that there is a high probability that this amount will decrease once the contractor arrives on site and understands more of the details with the FAA equipment and the airport has already paid \$1,306,593 to the FAA for equipment. This project is for the infrastructure required to allow the FAA to connect the equipment. The Atlanta ADO office of the FAA wants to see this work completed as quickly as possible as the equipment is already sitting on site.

This project is funded by Airport Enterprise funds and the Augusta Regional Airport would like to move forward with awarding this bid. I respectfully request approval of this justification.

If you have any additional questions, please contact me at 706-796-4040 or via email at [hjudon@augustaga.gov](mailto:hjudon@augustaga.gov)

Sincerely,

A handwritten signature in dark ink, appearing to read "Herbert L. Judon Jr.", written in a cursive style.

Herbert L. Judon



5955 Core Road, Suite 515  
North Charleston, South Carolina 29406  
803-520-2986  
meadhunt.com

May 6, 2025

Mr. Herbert L. Judon, Jr. A.A.E., IAP  
Executive Director  
Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

Subject: Runway 17-35 Approach Improvements CAT II

Dear Mr. Judon:

The Augusta Procurement Department has publicly Bid the Plans and Specifications for the Runway 17-35 Approach Improvement project (IFB #25-161). Bids were opened and read publicly on April 14, 2025, at 3:00 pm, local time at the Augusta Procurement Department.

Mead and Hunt, Inc. has reviewed the response to the advertisement for bids for the project. A single bid was received from Trinity Electrical Services, LLC headquartered in Baxley, GA.

All bids received must be reviewed as a whole by the Augusta Procurement Department and compared to the Engineer's estimate. In the event that the apparent responsive and responsible low bid contractor is compliant yet exceeds the allowed 20% overage between the bid and estimate, justification must be provided by the Consultant (Mead & Hunt) to the Augusta Regional Airport and the Augusta Procurement Department prior to recommending award to the apparent low-bid contractor.

Based upon our review of the bid submitted by Trinity Electrical Services totaling \$771,265.00 and comparing to the Engineer's estimate totaling \$402,063.00, Mead & Hunt determined that the bid received was approximately 90% higher (or \$370,000.00 more) than the estimate while also exceeding the original programmed amount. The difference between these costs can be mainly attributed to two items.

Within the Engineer's estimate, the work scope anticipated to be associated with the Glideslope antenna tower disconnection/removal/installation as well as the localizer antenna disconnection/removal/installation line items were assumed to be minimal tasks with the majority of the work being completed by the FAA. When reviewing the bid, it is unsure if Trinity understood the actual scope of work limits as defined in the plans and specs and is thus open for further negotiation/discussion.

In addition, within the A/E industry, construction prices (especially airfield electrical equipment) are still in flux compared to previous years. In order to address these concerns, Contractor's must try to account for unknown issues within a climate of uncertainty.





5955 Core Road, Suite 515  
North Charleston, South Carolina 29406  
803-520-2986  
meadhunt.com

May 29, 2025

Mr. Herbert L. Judon, Jr. A.A.E., IAP  
Executive Director  
Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

Subject: Runway 17-35 Approach Improvements CAT II

Dear Mr. Judon:

The Augusta Procurement Department has publicly Bid the Plans and Specifications for the Runway 17-35 Approach Improvement project including but not limited to the upgrade to a Special Authorization CAT II approach, new glideslope antenna and shelter, and new localizer antenna and shelter (see attached exhibit).

Mead and Hunt, Inc. has reviewed the response to the advertisement for bids (IFB #25-161) for the Project. Bids were opened and read publicly on April 14, 2025, at 3:00 pm, local time at the Augusta Procurement Department. A single bid was received from Trinity Electrical Services, LLC headquartered in Baxley, GA.

Based on Mead & Hunt's review, we recommend awarding the base bid to Trinity Electrical Services in the amount of \$771,265.00 (See attached Bid Tabulation). After reviewing and evaluating the unit prices associated with the various construction line items, the costs associated seem to fall within the current market averages seen across the region and country in similar projects, with multiple being at or below the engineer's estimate. Based upon our review and the City's Procurement Department's review, we believe Trinity Electrical has submitted a responsive bid and is a responsible, experienced airport electrical contractor.

Should you have any questions, please feel free to contact us.

Sincerely,

MEAD & HUNT, INC.

A handwritten signature in black ink, appearing to read 'Edwin J. Scott, Jr.'.

Edwin J Scott, Jr., P.E.  
Project Manager

cc:

Darrell White, City of Augusta Procurement  
Nancy Williams, City of Augusta Procurement  
Elizabeth Giles, Augusta Regional Airport  
Herbert Judon, Augusta Regional Airport

## Augusta Blueprint & Microfilm, Inc.

#25-161 Runway 17-35 Approach Improvements Project for Augusta, GA -Augusta Regional Airport

### Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	DACO Construction., Inc			X	311 W Norfolk Ave. Ste 200 Norfolk, NE 68701 nicole@degdao.com	402-379-3165	402-379-3604
2	ER Snell Contractor			X	1785 Oak Road Snellville, GA 30078 kpollard@ersnell.com	770-985-0600	
3	Trinity Electrical Services, LLC			X	2317 Golden Isles West Baxley, GA 31513 luke@trinityelectricalserv.com	912-366-7773	
4							
5							
6							
7							
8							
9							
10							
11							



ALLEN ENTERPRISES, INC.  
5659 COMMERCE DRIVE, SUITE 100  
ORLANDO, FL 32839-2969

O'CONNELL ELECTRIC CO.  
400 SYSTEMS ROAD  
ROCHESTER, NY 14623

WALKER & WHITESIDE, INC.  
10 RAMSEUR CT.  
GREENVILLE, SC 29607

AIRPORT LIGHTING COMPANY  
108 FAIRGROUNDS DRIVE  
MANLIUS, NY 13104-2416

HEBBARD ELECTRIC  
2225 NORTH LEG ROAD  
AUGUSTA, GA 30909

CARTER ELECTRICAL  
3940 WASHINGTON RD.  
AUGUSTA, GA 30907

SOUTHEAST SITE SERVICES LLC  
117 INDUSTRIALBLVD STE G  
GRAY, GA 31032

S & R ELECTRICAL  
513 SKYVIEW DR.  
AUGUSTA, GA 30901

AUBREY SILVEY ENTERPRISES, INC  
917 ALABAMA AVE. S  
BREMEN, GA 30110

IMMACULATE FACILITIES GROUP, LLC  
630 ELLIS STREET, 2C  
AUGUSTA, GA 30901

CHATTAHOOCHEE VALLEY  
INSTALLATIONS  
2459 HILTON CT SUITE A  
GAINESVILLE, GA 30501

RL WILEY  
4144 WHEELER RD.  
AUGUSTA, GA 30907

TCA ELECTRICAL  
ATTN: HAROLD BENNETT  
2209 LESLIE LOCKE RD.  
TIFTON, GA 31794

PRECISION APPROACH LLC  
874 HARMONY ROAD  
EATONTON, GA 31024

DEG ENTERPRISES INC./DACO  
CONSTRUCTION CO.  
311 NORFOLK AVE. SUITE 200  
NORFOLK, NE 68701

TRINITY ELECTRICAL SERVICES, INC.  
2317 GOLDEN ISLES WEST, SUITE 4  
BAXLEY, GA 31513

HYPower  
5913 NW 31ST AVE.  
FORT LAUDERDALE, FL 33309

RESA POWER  
211 EAST BLVD  
CHARLOTTE, NC 28203

EATON ASSOCIATES-CROUSE-HINDS  
AIRPORT LIGHTING PRODUCTS  
1200 KENNEDY ROAD  
WINDSOR, CT 06095

TCA ELECTRICAL CONTRACTOR INC  
2209 LESLIE LOCK ROAD  
TIFTON, GA 31793

SOUTHEAST SITE SERVICES LLC  
4950 CAREY STATION RD  
GREENSBORO, GA 30642

HERBERT JUDON  
AUGUSTA REGIONAL AIRPORT

ELIZABETH GILES  
AUGUSTA REGIONAL AIRPORT

PHYLLIS JOHNSON  
COMPLIANCE

Bid Item 25-161 Runway 17-35  
Approach Improvements Project for  
Augusta, GA-Augusta Regional Airport  
Bid Due: Mon, 4/14/25 @ 3:00 p.m.


Bid Item 25-161 Runway 17-35  
Approach Improvements Project for  
Augusta, GA-Augusta Regional  
Airport  
Mail Date: 2/27/25

Planholders

Add Supplier

Export To Excel

Supplier (10)

Supplier 	Download Date
Atlantic Roofing Systems	02/27/2025
Brown Industrial Construction, LLC	03/21/2025
ConstructConnect	02/28/2025
Dodge Data	02/27/2025
E.R. Snell Contractor, Inc.	02/27/2025
K. West Group, LLC.	03/03/2025
Multi Electric Mfg.	03/04/2025
Onvia, Inc. - Content Department	02/28/2025
Schofield Excavation Company LLC	03/26/2025
Young Office	03/13/2025

Add Supplier

Supplier Details

Supplier Name	Atlantic Roofing Systems
Contact Name	Joshua Alvarado
Address	1 West Court Square Ste 750, Decatur, GA 30030
Email	josh@aroofingsystem.com
Phone Number	(47-0) -755-9203

Documents

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

**Tywanna Scott**

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Thursday, February 27, 2025 12:13 PM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000106

Dear Tywanna Scott,  
tscott@augustaga.gov

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

**Event Number: PE-72155-NONST-2025-000000106**

**Event Title: 25-161 Runway 17-35 Approach Improvements CAT II**

**Event Type: Non-State Agency**

Process Log
2025/02/27 12:04:26 : Log starts for - 24265287 - EVENT_RELEASE_TO_SUPL
2025/02/27 12:04:31 : Email Process Log for the Event#: PE-72155-NONST-2025-000000106
2025/02/27 12:04:31 : Email Batch# 2502278850
2025/02/27 12:04:31 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/02/27 12:06:19 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2025/02/27 12:06:19 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2025/02/27 12:10:49 : Bad Email not sent to dtaylorcon@gmail.coDavid Taylorm of DAVID TAYLOR CONSTRUCTION INC
2025/02/27 12:12:37 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2025/02/27 12:13:02 : Total No of Contacts found for sending Email: 1316
2025/02/27 12:13:02 : No of Email(s) not sent due to Bad Email Address: 4

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000106&sourceSystemType=gpr20>

02/27/2025 12:13:02 PM

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





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

## **Augusta Aviation Commission Meeting Minutes**

**May 29, 2025**

**10:00 a.m.**

**Orwen Aviation Commission Chambers  
2nd Floor - Terminal Building**

**Committee Members:** Commissioner Dan Troutman; Commissioner James Germany;  
Commissioner Charles Larke; Commissioner Randy Sasser;  
Commissioner William Fennoy; Commissioner Larry Harris;  
Commissioner Wilbert Barrett; Commissioner Kay Roland;  
Commissioner Marshall McKnight

**Staff:** Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles;  
Ms. Risa Bingham; Mr. Bruce Keller;  
Ms. Diane Johnston; Mr. Korey Anderson; Mr. Ken Hinkle;  
Mr. Tyler Good; Ms. Jennifer Humphrey;  
Mr. Edwin Scott; Mr. Robert Kerr- Staff Attorney

**Others:** Ms. Dana Lynn McIntyre – Augusta Business Daily;  
Mr. Christopher Epps – AGS Marshall Department;  
Mr. Robert Moore

**CALL TO ORDER** – Mr. Robert Kerr – Staff Attorney, called the meeting to order at 10:01am.

*Motion by Commissioner Sasser 2nd by Commissioner Roland to appoint temporary Chair from Commission body. Unanimous Ayes; Motion carries. Motion by Commissioner Sasser 2nd by Commissioner Germany to appoint Commissioner Troutman as temporary Chair for May 29, 2025, Augusta Aviation Commission meeting. Unanimous Ayes; Motion carries.*

**PRAYER** – Prayer by Commissioner Barrett

May 29, 2025

Page 2 of 2

**I. AGENDA, MINUTES, STATISTICS, & CONSENT – Temporary Chair Commissioner Troutman**

- A. May 29, 2025, Meeting Agenda
- B. April 24, 2025, Commission Meeting Minutes
- C. April Statistics
- D. Consent Items
  - a. March Financials
  - b. Director Action Requests A-E (Approved in Construction Committee Meeting)
  - c. Director Action Requests F-K (Approved in Marketing Committee Meeting)

*Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Consent Items A-D;  
No Discussion; Unanimous Ayes; Motion carries*

**II. COMMITTEE REPORTS:**

- A. Construction/Special Projects Committee Report – Commissioner Dan Troutman
- B. Marketing Committee Report – Lauren Smith

**III. FINANCE REPORT– Risa Bingham**

- A. April Financials

**IV. DIRECTOR ACTION REQUESTS:**

- A. Augusta Regional Airport (AGS) – Cargo Road / Rental Car Access Road Improvement Project – Work Authorization #14 CA/CO – Elizabeth Giles
- B. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure Phase II – Work Authorization #16 CA/CO – Elizabeth Giles
- C. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure – Phase II – Recommendation of Award – Elizabeth Giles
- D. Augusta Regional Airport (AGS) – Terminal Checkpoint Modernization/Work Authorization #11 CA/CO – Elizabeth Giles
- E. Augusta Regional Airport (AGS) – Runway 17-35 Approach Improvements CAT II – Elizabeth Giles
- F. Augusta Regional Airport (AGS) – Sponsorship Request Evaluation – Phinizy Center for Water Sciences / *Swamp Soiree* – Lauren Smith
- G. Augusta Regional Airport (AGS) – Sponsorship Request Evaluation – Beyond Sickle Cell Disease Foundation Inc. / *Sickle Sneaker Ball* – Lauren Smith
- H. Augusta Regional Airport (AGS) – Sponsorship Request Evaluation – Child Enrichment / *Cooking for Kids* – Lauren Smith

- I. Augusta Regional Airport (AGS) – The Augusta Technical College Foundation, Inc. / *Den of Distinction Alumni Recognition Event* – Lauren Smith
- J. Augusta Regional Airport (AGS) – Greater Augusta HBCU Alumni Alliance / *11<sup>th</sup> Annual Augusta HBCU 5K Run/Walk and Health Fair* – Lauren Smith
- K. Augusta Regional Airport (AGS) – Aiken Steeplechase Association / *Aiken Fall Steeplechase* – Lauren Smith

#### V. INFORMATION ITEMS

- A. Augusta Regional Airport (AGS) – Terminal Checkpoint Expansion & Modernization FAA ATP Grant and AIG Grant Acceptance – Herbert L. Judon, Jr.
- B. Augusta Regional Airport (AGS) – GDOT FY 2025 Grant Acceptance - Herbert L. Judon, Jr.  
*Motion by Commissioner Larke 2nd by Commissioner Fennoy to receive as information items A and B. Unanimous Ayes; Motion Carries*
- C. Communications Report – Lauren Smith
- D. Masters Briefing – Ken Hinkle

#### VI. COMMISSION COMMENTS/ACTION REQUESTS:

#### ADJOURN MEETING

**Motion to adjourn by Commissioner Harris 2<sup>nd</sup> by vacating seats.**  
**No Discussion; Unanimous Ayes; Motion carries**

**Meeting adjourned at 10:50**

\_\_\_\_\_  
 Ronic West, Chairwoman  
 Augusta Aviation Commission

\_\_\_\_\_  
 Date





## Engineering Service Meeting

Meeting Date: June 10<sup>th</sup> 2025

THM Analyzer for Water Utilities Lab

<b>Department:</b>	4416 Utilities
<b>Presenter:</b>	Wes Byne Director Utilities Dept.
<b>Caption:</b>	Approve Sole Source for Xylem Analytics.
<b>Background:</b>	Analyzer is needed to Monitor Water Quality Throught the Distribution System, and to remain in compliance with our quarterly disinfection by product sampling. This is a direct replacement of our old Analyzer that is no longer supported
<b>Analysis:</b>	Xylem
<b>Financial Impact:</b>	\$46,342.13 from Budgeted Funds
<b>Alternatives:</b>	None recommended
<b>Recommendation:</b>	Approve Purchase of equipment for water quality.
<b>Funds are available in the following accounts:</b>	506-04-3570-5421110
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



Print Form

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

Vendor: YSL Inc. E-Verify Number: 1366505

Commodity: THM Analyzer

Estimated annual expenditure for the above commodity or service: \$ 46,500.

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

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

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

Name: Benjamin Ashley Department: Utilities / Lab Date: 5/19/25

Department Head Signature: Frank W. Byrns Date: 29May25

Approval Authority: [Signature] Date: 6/3/25

Administrator Approval: (required – not required) \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS:

# AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 5/19/2025  
DIVISION Water Plant Laboratory  
FUND #: 506043570 5421110

☒ WATER ☐ SEWER ☒ SUPPLIES ☐ SERVICE  
☒ EQUIPMENT ☐ TOOLS ☐ SAFETY ☐ OFFICE  
☒ CHEMICAL ☐ GASES ☐ REPAIR ☐ MAINTENANCE  
☒ LAB ☐ UNIFORM ☐ LIFT STATION ☐ OTHER

REQUISITION #

☐ IT ☐ SCADA ☐ INVENTORY ☒ BID ITEM ☐ ROUTINE ☐ EMERGENCY ☒ SOLE SOURCE ☐ PREFER ITEM

SHIP TO:  
Water Plant Laboratory  
2835 Central Ave.  
VENDOR: YSI, Inc.  
ADDRESS: 26717 Network Pl., Chicago, IL 60673-1267  
PHONE #: 1-979-204-4002  
QUOTED BY: Hank.Hahn@xylem.com

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	485128 THM Analyzer	1	43,621.00	43,621.00		0.00		0.00
2.	485286 LapTop THM 1000	1	1,030.00	1,030.00		0.00		0.00
3.	485074 THM Std.	1	124.00	124.00		0.00		0.00
4.	Tariff Surcharge 3.5%	1	1,567.13	1,567.13		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES								
TOTAL				46,342.13		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

THM Analyzer, laptop with software, and calibration standard used for monitoring disinfection by-products throughout distribution system.

REQUESTED BY: *Thompson, Caldwell*

APPROVED BY: *Benjamin Ashley*

5/19/25

Director's Signature: *Frank W Byne*





## UTILITIES DEPARTMENT

**Wes Byne, P.E.**  
**Director**

**TO:** Darrell White  
Interim Director, Procurement Department

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

**FROM:** Benjamin Ashley

**CC:**

**DATE:** 5/19/2025

**SUBJECT:** JUSTIFICATION FOR SOLE SOURCE

---

To whom it may concern,

Xylem Analytics / YSI is the only manufacturer of a stand-alone laboratory benchtop THM analyzer used in the detection of disinfection by-products in drinking water samples. Xylem Analytics / YSI is the sole distributor of said analyzer, and it must be purchased directly from them. Analyzer is needed to monitor water quality throughout the distribution system and to remain in compliance with our quarterly disinfection by-products sampling.

Benjamin Ashley  
Water Quality Manager  
Augusta Utilities



May 1, 2025

Benjamin Ashley  
Water Quality Manager  
**Augusta Utilities**  
2835 Central Avenue  
Augusta, GA 30909

Dear Benjamin,

This letter is to justify the sole source procurement of the YSI THM 1000 THM Analyzer from Xylem Analytics. The YSI THM 1000 is a dedicated instrument manufactured exclusively by Xylem Analytics in Yellow Springs, OH. This analyzer utilizes proprietary Surface Acoustic Wave (SAW) technology, which is unique and exclusive to the THM 1000 Analyzer.

SAW technology allows for rapid, precise measurement of trihalomethanes (THMs) in drinking water without the need for complex sample preparation or hazardous chemicals. Key features and capabilities of the THM 1000 Analyzer include:

1. **Rapid analysis:** Provides THM results in less than 30 minutes, significantly faster than traditional lab-based methods.
2. **On-site monitoring:** Allows drinking water facilities to monitor and optimize chemical dosing to control THM levels in real-time.

The THM 1000 Analyzer offers several advantages over traditional THM analysis methods:

1. **Speed:** Enables quick response to changing water conditions, potentially preventing regulatory violations.
2. **Cost-effectiveness:** Reduces reliance on external laboratory testing, potentially lowering long-term analytical costs.
3. **Ease of use:** This analyzer assists water treatment facilities in complying with the U.S. EPA's Stage 2 Disinfectants and Disinfection Byproducts Rule, which regulates THM levels in drinking water.

The YSI THM 1000 THM Analyzer represents a unique and necessary tool for rapid, on-site THM analysis in drinking water. Its proprietary technology, specific capabilities make Xylem Analytics the

Xylem is an official distributor of  
C. Gerhardt GmbH & Co. KG



sole source for this equipment, consumables and support. Additional technical specifications and information are available upon request from Xylem Analytics.

Sincerely,

*Hank Hahn*

Hank Hahn

Senior Sales Specialist

Xylem Analytics





**Quote Number:** B258851  
**Quote Created:** 2025 Apr 24  
**Quote Expiration Date:** 2025 Jun 13

**Quote Prepared For:**

Ben Ashley  
 Augusta Utilities  
 2835 CENTRAL AVE  
 AUGUSTA, GA30909  
 (706) 842-1920  
 beashley@augustaga.gov

Prepared by: Hank Hahn  
 Cell Phone: +1 979 204-4002  
 Email: hank.hahn@xylem.com

**NOTICE:**

All prices quoted are exclusive of any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, or duties, tariffs, or other governmental charges. Customer will have the responsibility for the payment of all such levies (whether local, state, or federal) imposed on Xylem or on the goods and/or services quoted.



Xylem is the exclusive  
 North American distributor of  
 C. Gerhardt GmbH & Co. KG

Quote #: B258851  
Expires: 2025 Jun 13

## Proposal Summary

#	Part Number	Description	List Price USD	Qty	Ext. Price USD
1	485128	THM ANALYZER, LAB,W/ ACCESSORIES, THM 1000	\$43,621.00	1	\$43,621.00
2	485286	LAPTOP, ORDER SPEC, THM 1000	\$1,030.00	1	\$1,030.00
3	485074	THM STANDARD,100UG-ML,1 AMPOULE,WITH DOCUMENTATION	\$124.00	1	\$124.00
				Subtotal	\$44,775.00

**Total List Price** \$44,775.00

**Tariff Surcharge (3.5%)** \$1,567.13

### Payment Remit Address for quote B258851

Remit to

YSI, Inc.

26717 Network Place

Chicago, IL 60673 - 1267

Please review the last page of this quote for payment details via  
ACH, Wire, Swift and Check

**Grand Total (in USD)** \$46,342.13

**Terms** TBD

**Ex Works (Incoterms 2020)**  
Seller's plant or  
Distribution Center **Origin**

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-us/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between parties.



Xylem is the exclusive  
North American distributor of  
C. Gerhardt GmbH & Co. KG

Quote #: B258851  
Expires: 2025 Jun 13

**YSI Inc. Order Process and Payment Remittance Instructions  
Including YSI, OI Analytical, SI Analytical, Bellingham + Stanley,  
Gerhardt, WTW and ebro**

**Credit Card Order**

Please call Customer service at (937)-767-7241 (Option 3) and reference quote B258851

**PO (Purchase Order)** Please make the PO out to "YSI Inc." using the address below, and make sure to copy your Sales Rep [hank.hahn@xylem.com](mailto:hank.hahn@xylem.com).

**Address**

YSI Inc.  
1725 Brannum Lane  
Yellow Springs, OH 45387

Email (preferred) or fax the PO along with a copy of this quote to:

[ysi.orders@xylem.com](mailto:ysi.orders@xylem.com)

Fax: (937) 767-1058

**Purchase Order Guidelines:**

- **Submission Method:** POs must be sent via Email or Fax. Carrier submissions are not accepted.
- **PO Details:** Ensure all POs include complete billing and shipping information and are clearly marked.
- **PO Content:** Ensure all Item Numbers, Quantities, and Prices for each line item are listed on the PO.
- **Contact Information:** Provide an email address for Order Acknowledgement, Shipping Acknowledgement, and Invoice.
- **Additional Charges:** Taxes, tariffs, and shipping charges are extra and not included in the pricing unless specifically listed as a line item.
- **Tax Exemption:** Tax-exempt customers must include their Tax ID on the PO and provide proof of Tax Exemption status.

**Payment Remit Address**

YSI Inc.  
26717 Network Place  
Chicago, IL 60673-1267

**Tax Identification # 31-0526418**  
**DUNS 00-424-6716**

**By Check (Drawn on US Banks Only)**

YSI Inc.  
26717 Network Place  
Chicago, IL 60673-1267  
Account Number: 20000011127562  
Account Name: YSI Inc.

**By ACH (with Addenda Record), Wire or SWIFT**

JPMorgan Chase Bank, N.A.  
New York, NY 10005  
Wire Routing Number: 021000021  
ACH Routing Number: 028000024  
SWIFT BIC: CHASUS33



Xylem is the exclusive  
North American distributor of  
C. Gerhardt GmbH & Co. KG



STATE OF GEORGIA

**WARRANTY DEED**  
with EASEMENT

COUNTY OF RICHMOND

*In this agreement, wherever herein GRANTOR or GRANTEE is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives and assigns of the same.*

THIS INDENTURE, made the \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and twenty five, between **John Wayne Collins.**, of the State of Georgia, hereinafter referred to as the Grantor and **Augusta, Georgia**, a political subdivision of the State of Georgia, hereinafter referred to as the Grantee;

WITNESSETH

That the Grantor, for and in consideration of TEN DOLLARS (\$10.00) in hand and truly paid by the Grantee at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto the Grantee the following described real property IN FEE SIMPLE, TO WIT:

All that certain tract or parcel of land, situate, lying and being in Augusta, Georgia, containing 610 Square Feet, more or less, abutting the southern right-of-way of Conner Court and being a portion of the property convey by Dave H. Poss to Grantor by Warranty Deed recorded in office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 1684 Pages 645-647. Said tract of land is marked "Fee Simple" as shown on a plat created by Augusta Land Surveying, LLC, for Grantee dated, April 28, 2025, and recorded in said Clerk's office in Plat Book 20 Page 159; to which plat reference is hereby made for a more complete and accurate description of said property, its exact location, dimensions, metes and bounds.

Grantor also grants to Grantee an exclusive, permanent utility and access easement varying in width, consisting of 4,390 Square Feet, more or less, as shown on the aforementioned plat and marked as "Proposed Permanent Sanitary Sewer Utility Easement." Said easement is granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to

stretch communication lines, or other lines, for the use of Grantee, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

Grantor also grants to Grantee the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose and any other purpose granted within this document.

Grantor further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said property, and all singular said rights and privileges, unto the said Grantee, in fee simple forever. Grantor hereby warrants and represents that Grantor is the owner of the above-described property, and has the authority to convey to the Grantee the property and easements set forth herein. Grantor shall and will warrant and forever defend by virtue of these presents the said bargained premises unto the said Grantee against said Grantor, and all and every other person or persons.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year first above written.

Signed, sealed and delivered in  
the presence of

FWB  
Witness

By:

John Wayne Collins  
John Wayne Collins

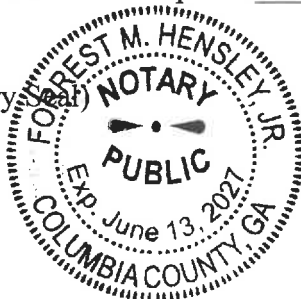
Forest M. Hensley Jr.  
Notary Public

State of Georgia

County of Columbia

My Commission Expires: 6-13-27

(Notary



ACCEPTED:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

(Notary Seal)

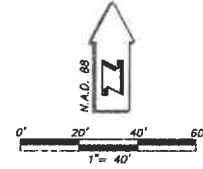
D: PLAT B: 20 P: 169  
 Recorded: 06/16/2025 08:53 AM  
 Doc # 2025019040 Pages: 1 Fees: \$10.00  
 Hattie Holmes Sullivan  
 Clerk of Superior Court, Augusta-Richmond County, GA

**SURVEY DATA:**  
 THIS SURVEY WAS PERFORMED RADIALLY  
 USING GPS BASE STATION W/ ROVER

THIS PROPERTY MAY BE SUBJECT TO SETBACKS  
 RESTRICTIONS AND/OR OTHER EASEMENTS NOT  
 SHOWN HEREON BUT MAY BE RECORDED  
 IN THE CLERK OF COURTS OFFICE

ACCORDING TO FEMA FIRM PANEL  
 NUMBER 13245C0120G, MAP DATE  
 11/15/2019, THIS PROPERTY IS NOT  
 LOCATED IN A 100 YEAR FLOOD PLANE

**REFERENCE:**  
 PLAT BOOK 32J, PAGE 44

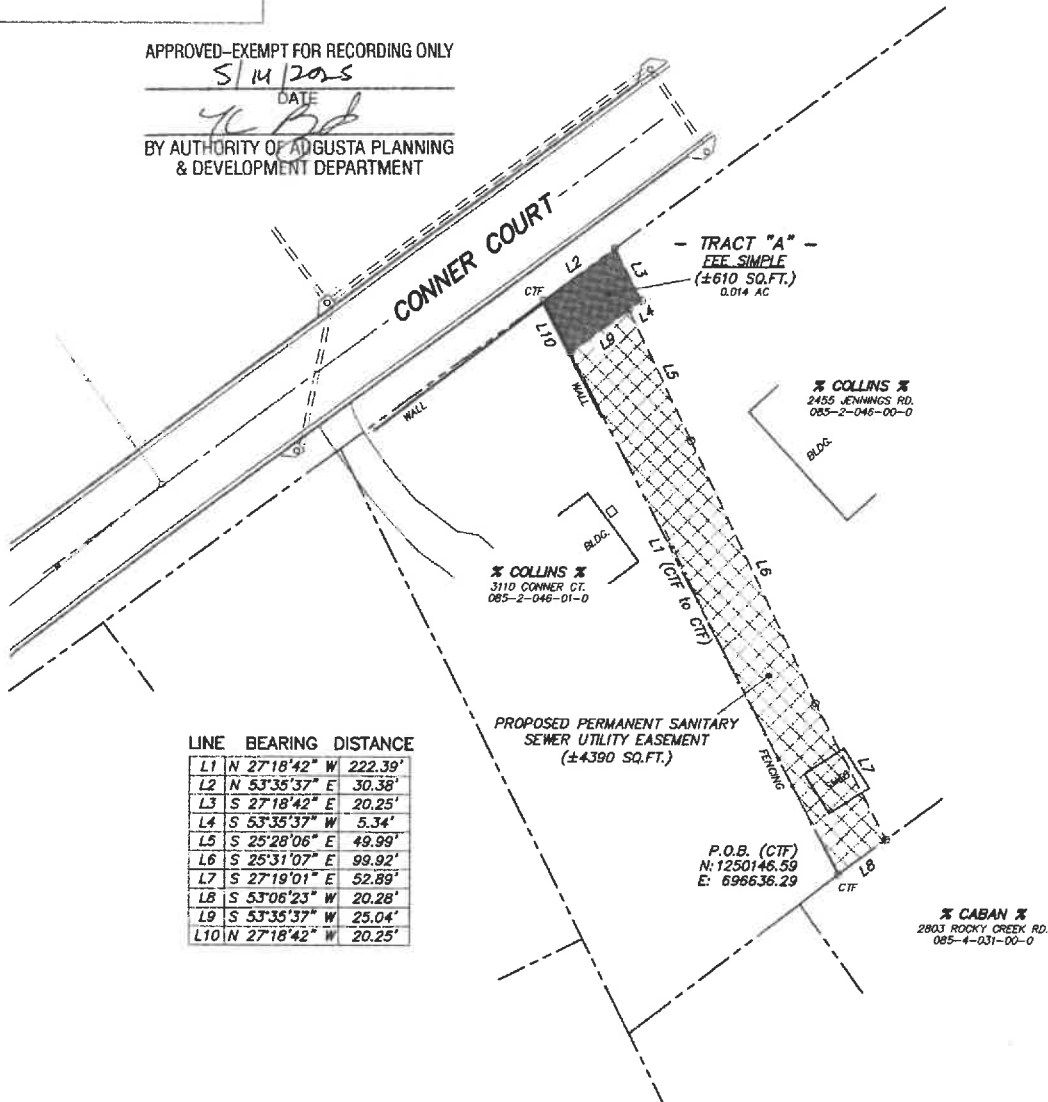


APPROVED-EXEMPT FOR RECORDING ONLY

5/14/2025

DATE

BY AUTHORITY OF AUGUSTA PLANNING  
 & DEVELOPMENT DEPARTMENT



**SURVEYOR CERTIFICATION**

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

BY: *Donald Bradley Foster* DATE: 05/14/2025  
 DONALD BRADLEY FOSTER, PLS  
 GEORGIA PROFESSIONAL LAND SURVEYOR NO. 3191

**Legend**

PERMANENT UTILITY EASEMENT  
 POB POINT OF BEGINNING  
 RBF RE-BAR FOUND  
 OTF OPEN TOP PIPE FOUND  
 CTF CRAMPED TOP PIPE FOUND  
 IRF IRON PIPE FOUND



**BOUNDARY / EASEMENT PLAT**

**AUGUSTA, GEORGIA**

PROJECT NAME: CONNER COURT SEWER PROJECT  
 ARDURRA PROJECT NO. 2025009000WK

**AUGUSTA LAND SURVEYING, LLC**

829 STEVENS CREEK RD. AUGUSTA, GA 30907 706-284-9578  
 LAND SURVEYING FIRM - LICENSE #LSF001116 (EXP. 6/30/2026)

STATE: GEORGIA  
 COUNTY: RICHMOND  
 TPN 085-2-046-00-0

SCALE: 1" = 40'

FIELD: A.L.S.  
 DRAWN: WRT, Jr.  
 DATE: 05-14-2025





## Engineering Services Committee Meeting

Meeting Date: June 24, 2025

Conner Court Lift Station

---

<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Acceptance of a Fee Simple Parcel and Easement on Conner Court
<b>Background:</b>	Due to the topography, a lift station will need to be constructed on Conner Court to pick up an unsewered pocket.
<b>Analysis:</b>	The owner of one of the properties has agreed to donate the property needed for the lift station.
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	Disapprove and find a different location or leave pocket unsewered.
<b>Recommendation:</b>	Approve and accept the fee simple parcel and easement on Conner Court.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**Acquisition of permanent drainage easement and temporary construction easement  
to Richmond County, Georgia from Stephen Anderson**

Meeting Date: June 10, 2025

ENGINEERING SERVICES

<b>Department:</b>	LAW	
<b>Presenter:</b>	James T. Plunkett, Interim General Counsel	
<b>Caption:</b>	Motion to authorize condemnation to acquire a portion of property for permanent drainage easement and temporary construction easement (Parcel 061-3-135-00-0) 1322 Solomon Place (East Augusta Drainage and Improvements Phase IV Project).	
<b>Background:</b>	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 858.81 square feet of permanent drainage easement and 281.65 square feet of temporary construction easement. The appraised value is \$1,800.00.	
<b>Analysis:</b>	Condemnation is necessary in order to acquire the required property.	
<b>Financial Impact:</b>	The necessary costs will be covered under the project budget.	
<b>Alternatives:</b>	Deny condemnation.	
<b>Recommendation:</b>	Approve condemnation.	
<b>Funds are available in the following accounts:</b>	DEPARTMENT	FUNDS ARE AVAILABLE IN THE
	DIRECTOR:	FOLLOWING ACCOUNTS:
		G/L 329041110-54.11110
		J/L 217829109-54.11110
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A	



**Acquisition of right of way and temporary construction easement  
to Richmond County, Georgia from DBNCH Circle LLC**

Meeting Date: June 10, 2025

**ENGINEERING SERVICES**

---

<b>Department:</b>	LAW	
<b>Presenter:</b>	James T. Plunkett, Interim General Counsel	
<b>Caption:</b>	Motion to authorize condemnation to acquire a portion of property for right of way and temporary construction easement (Parcel 043-4-001-00-0) 2631 Wrightsboro Road (Wrightsboro Road Improvements Project).	
<b>Background:</b>	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 2,042.21 square feet of right of way and 855.11 square feet of temporary construction easement. The appraised value is \$34,900.00.	
<b>Analysis:</b>	Condemnation is necessary in order to acquire the required property.	
<b>Financial Impact:</b>	The necessary costs will be covered under the project budget.	
<b>Alternatives:</b>	Deny condemnation.	
<b>Recommendation:</b>	Approve condemnation.	
<b>Funds are available in the following accounts:</b>	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:  G/L 329041110-54.11110  J/L 216829304-54.11110
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A	



**Acquisition of temporary construction easement and driveway easement  
to Richmond County, Georgia from SYS Augusta LLC**

Meeting Date: June 10, 2025

ENGINEERING SERVICES

---

<b>Department:</b>	LAW	
<b>Presenter:</b>	James T. Plunkett, Interim General Counsel	
<b>Caption:</b>	Motion to authorize condemnation to acquire a portion of property for temporary construction easement and driveway easement (Parcel 042-3-029-00-0) 1700 Valley Park Court (Wrightsboro Road Improvements Project).	
<b>Background:</b>	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 4,173.98 square feet of temporary construction easement and 1,242.29 square feet in driveway easement. The appraised value is \$9,000.00.	
<b>Analysis:</b>	Condemnation is necessary in order to acquire the required property.	
<b>Financial Impact:</b>	The necessary costs will be covered under the project budget.	
<b>Alternatives:</b>	Deny condemnation.	
<b>Recommendation:</b>	Approve condemnation.	
<b>Funds are available in the following accounts:</b>	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:  G/L 329041110-54.11110  J/L 216829304-54.11110
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A	





**Acquisition of temporary construction easement to Richmond County, Georgia  
from the Estate of Bennie Robertson**

Meeting Date: June 10, 2025

**ENGINEERING SERVICES**

---

<b>Department:</b>	LAW	
<b>Presenter:</b>	James T. Plunkett, Interim General Counsel	
<b>Caption:</b>	Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-035-00-0) 1320 Bruce Street (East Augusta Drainage and Improvements Phase IV Project).	
<b>Background:</b>	The City cannot determine clear title due to the owner being deceased and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 282.20 square feet of temporary construction easement. The appraised value is \$500.00.	
<b>Analysis:</b>	Condemnation is necessary in order to acquire the required property.	
<b>Financial Impact:</b>	The necessary costs will be covered under the project budget.	
<b>Alternatives:</b>	Deny condemnation.	
<b>Recommendation:</b>	Approve condemnation.	
<b>Funds are available in the following accounts:</b>	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:  G/L 329041110-54.11110 J/L 217829109-54.11110
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A	



### Meeting Name

Meeting Date: EnterTextHere

Item Name

---

<b>Department:</b>	Information Technology
<b>Presenter:</b>	Reggie Horne, Interim CIO
<b>Caption:</b>	Approve Agreement with BIS Digital for Probate Court A/V System as a sole source procurement.
<b>Background:</b>	The Information Technology Department along with Probate Court has been exploring options for implementing an Audio-Visual System in the Probate Courtroom. When the Ruffin Judicial Center was constructed, no A/V capability was provided for Probate Court. Judge Stacy Johnson would like to rectify the lack of courtroom capability, and she is supportive of this endeavor.
<b>Analysis:</b>	In 2023, the Augusta Commission approved an agenda item from Superior Court for the purpose of upgrading Audio-Visual equipment in selected courtrooms at the Ruffin Judicial Center. That agenda item included the selection of BIS Digital as the vendor who would implement these A/V upgrades. In the attached proposal, BIS Digital has proposed a system that is similar in functionality to what has been implemented in other courtrooms, albeit at a smaller scale.
<b>Financial Impact:</b>	Ongoing annual costs to be funded from the Probate Court's Operating Budget.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve Agreement with BIS Digital for Probate Court A/V System
<b>Funds are available in the following accounts:</b>	272015410-5424120 and 101021810-5223112
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



# INFORMATION TECHNOLOGY

Item 31.

**Reggie Horne**  
Interim Chief Information Officer

**Gary Hewett**  
Deputy Chief Information Officer

To: Mr. Darrell White, Interim Director, Procurement  
From: Mr. Reggie Horne, Interim CIO *RH*  
Date: June 3, 2025  
Subject: Request for Approval – A/V System for Probate Court

The Information Technology Department along with Probate Court has been exploring options for implementing an Audio-Visual System in the Probate Courtroom. When the Ruffin Judicial Center was constructed, no A/V capability was provided for Probate Court. Judge Stacy Johnson would like to rectify the lack of courtroom capability, and she is supportive of this endeavor.

In 2023, the Augusta Commission approved an agenda item from Superior Court for the purpose of upgrading Audio-Visual equipment in selected courtrooms at the Ruffin Judicial Center. That agenda item included the selection of BIS Digital as the vendor who would implement these A/V upgrades. In the attached proposal, BIS Digital has proposed a system that is similar in functionality to what has been implemented in other courtrooms, albeit at a smaller scale.

We are requesting that this sole source be approved for the purpose of standardizing equipment across the Judicial Center. Funding for this implementation will come from both the IT Department and the Probate Court (272015410-5424120 and 101021810-5223112). Ongoing yearly maintenance costs (Year 2 and forward) will be funded from the Probate Court operating budget.

I am sending this request through Procurement and am requesting your approval to proceed with this endeavor and require your signature below. If you approve this request, we will then forward to the Commission for final approval.

Thank you in advance for your consideration and response.

Approve/Deny: *[Signature]*  
Mr. Darrell White, Interim Director, Procurement

Date: *6/3/25*

Attachment

**Information Technology**  
535 Telfair Street, Building 2000  
Augusta, GA 30901  
(706) 821-2522 – FAX (706) 821-2530  
[www.AugustaGa.gov](http://www.AugustaGa.gov)



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

Vendor: BIS Digital E-Verify Number: 315365

Commodity: Courtroom AV System

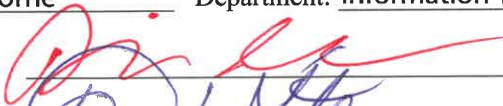
Estimated annual expenditure for the above commodity or service: \$ \$53,777.19

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

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

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

Name: Reggie Horne Department: Information Technology Date: 6/3/2025

Department Head Signature:  Date: 6/3/25

Approval Authority:  Date: 6/3/25

Administrator Approval: (required — not required) Date:           

COMMENTS:





## **Augusta-Richmond County Probate Court**

### **Proposal**

### **Augusta-Richmond County Probate Court Courtroom A/V Upgrades**

**02-20-2025**

---

Mr. Darrius Hughley  
735 James Brown Blvd  
Augusta GA 30901  
(706) 821-2538  
hughley@augustaga.gov

## Proposal Information

---

**Title of Proposal:**

Augusta-Richmond County Probate Court Courtroom A/V Upgrades

**Proposal Total:**

\$53,777.19

**BIS Digital Proposal Reference ID:**

P-2301397

**Intended Recipient Name (Attention To):**

Mr. Darrius Hughley

**Drop-off Location (Building Name):**

Richmond County Courthouse

**Delivery Address:**

735 James Brown Blvd  
Augusta GA 30901

**Contract Number:**

TIPS Contract 230901 - Audio Visual Equipment,  
Supplies, and Services

## Submitting Organization Information

---

**Name:**

Business Information Systems, Inc. DBA: BIS Digital

**UEI Number:**

L443F978GK46

**Address:**

6600 Park Of Commerce Boulevard, Boca Raton FL  
33487

**Phone:**

(800) 834-7674  
(954) 493-7377

**Email:**

sales@bisdigital.com

**Account Manager Phone:**

(800) 834-7674 x 4518

**Website:**

www.bisdigital.com

**Fax:**

(877) 858-5611

**Account Manager:**

Dan Meyer

**Date:**

February 20, 2025

## Bill of Materials

**Account Name:**

Augusta-Richmond County Probate Court (GA)

**Quote Name:**

I - JUL 2024 - A/V Installation - Probate Courtroom 1001 Option: A - Courthouse - Augusta-Richmond County Probate Cour

**Quote Number:**

Q-8026522

**Quote Amount:**

\$53,777.19

**Date:**

2/20/25

**Quote Expiration Date:**

8/12/25

**Account Rep:**

Dan Meyer

**Account Rep Email:**

dan.meyer@bisdigital.com

**Account Rep Phone:**

(800) 834-7674 x4518

Item	Product Code	Qty	List Price	TIPS Price	Total Price
Professional Digital 4ch PA Mixer DANTE Capable w/8ch USB out and POTS/VoIP Interface	BIS-MX-DAN-USB8PV4	1.00	3750.00	\$3,375.00	\$3,375.00
Desktop Mount Control (For Professional Digital PA Mixer Only)   Touch-Enabled   12 Button	BIS-MX-DMX-TE-12B	1.00	925.00	\$832.50	\$832.50
60W 2Ch Rackmount Amplifier   0.5U	BIS-QSC-SPA2-60	1.00	830.00	\$747.00	\$747.00
Dual Male XLR Input / Female XLR Output Wall Plate Kit   Dante (Black)	BIS-EXTRN-AXI-22-AT-D-IO-B	1.00	1105.00	\$994.50	\$994.50
8" Drop Tile Ceiling Speakers - White	BIS-SP-DTC	2.00	135.00	\$121.50	\$243.00
Digital Document Camera (Gen.6)	BIS-DDC-GEN6	1.00	4750.00	\$4,275.00	\$4,275.00
Indoor / Outdoor 4 MP IP PTZ Camera   Fixed Dome with 10x Zoom and Focus Recall	BIS-IP-PTZ-FD-4MP	2.00	1620.00	\$1,458.00	\$2,916.00
Video Management Software IP Core License (Series 2)	BIS-IP-DVR-CS2	2.00	165.00	\$148.50	\$297.00
1080p/60 HDMI to USB Video Capture Device	BIS-USB-VCD-S3	1.00	499.00	\$449.10	\$449.10
Annotation Presentation System w/Wireless Link (Core Pro Series 2)	BIS-CYNAP-CORE-PRO	1.00	4350.00	\$3,915.00	\$3,915.00

Item	Product Code	Qty	List Price	TIPS Price	Total Price
4K/60 HDMI Distribution Amplifier   1x2 (HDCP 2.3 Compliant)	BIS-EXTRN-DA2-HDMI-4K-HDCP2.3	1.00	975.00	\$877.50	\$877.50
4K/60 HDMI DTP Transmitter (230ft)	BIS-EXTRN-DTP-HDMI-4K-230-TX	1.00	695.00	\$625.50	\$625.50
4K/60 HDMI DTP Receiver (230ft)	BIS-EXTRN-DTP-HDMI-4K-230-RX	1.00	695.00	\$625.50	\$625.50
Fold Flat LED Touch Screen   22" (Series 4)	BIS-FD-LEDTS-22-S4	1.00	550.00	\$495.00	\$495.00
75" Commercial Display   4K (Series 2)	BIS-D-4K-75-C-S2	1.00	4200.00	\$3,780.00	\$3,780.00
40"-90" Commercial Grade Full Motion Wall Mount   150lbs Max	BIS-CGD-WMT-FM-40-90	1.00	820.00	\$738.00	\$738.00
PoE 4K IP Video Decoder w/ 8-Stream Multiview and Audio Out	BIS-VC-IP-VDMV-POE-4K	1.00	1175.00	\$1,057.50	\$1,057.50
DCR 4ch Digital A/V Recording Software (incl. 12 month SAS)	DCR-4S	1.00	3150.00	\$2,835.00	\$2,835.00
DANTE Virtual Sound Card (up to 64ch)	BIS-DANTE-V64	1.00	150.00	\$135.00	\$135.00
USB Gigabit NIC (10/100/1000)	BIS-NIC-GB	2.00	63.00	\$56.70	\$113.40
DANTE USB I/O Adapter (2ch)	BIS-USB-DANTE-2CHIO	1.00	290.00	\$261.00	\$261.00
4U Rack   Enclosed   15" Depth	BIS-R-4U	1.00	300.00	\$270.00	\$270.00
1U Rack Shelf   15" Depth	BIS-RSLF-1S2	1.00	129.00	\$116.10	\$116.10
19" Rack Shelf for BIS-CYNAP	BIS-CYNAP-RS	1.00	405.00	\$364.50	\$364.50
30-port Network Switch   26x 1GB   24x PoE+ (300w)	BIS-NS-M4250-GSM4230P	1.00	1970.00	\$1,773.00	\$1,773.00
Power Distribution System (Series 2)	BIS-PWR-DIST-S2	2.00	390.00	\$351.00	\$702.00
CAT6A Cable   Shielded   Black   500'	BIS-W-CAT6A-SHB-500	2.00	600.00	\$540.00	\$1,080.00
Speaker Wire 16AWG (Plenum) - 500ft Roll	BIS-W-SPKR-16AWG-500ft	1.00	215.00	\$193.50	\$193.50
USB 2.0 Cable A to B Series 2 (15 ft.)	BIS-CBL-USB2-AB15-S2	1.00	19.00	\$17.10	\$17.10
HDMI Cable (3ft)	BIS-HDMI-3FT-MM	3.00	15.00	\$13.50	\$40.50
HDMI Cable (6ft)	BIS-HDMI-6FT-MM	3.00	21.00	\$18.90	\$56.70
HDMI Cable (15ft)	BIS-HDMI-15FT-MM	1.00	26.00	\$23.40	\$23.40
HDMI Cable (30ft)	BIS-HDMI-30FT-MM	1.00	71.00	\$63.90	\$63.90
CAT6A Patch Cable   Shielded (3ft)	BIS-CAT6A-STP-03-BLK	2.00	16.00	\$14.40	\$28.80
CAT6A Patch Cable   Shielded (6ft)	BIS-CAT6A-STP-06-BLK	6.00	22.50	\$20.25	\$121.50
CAT6A Patch Cable   Shielded (10ft)	BIS-CAT6A-STP-10-BLK	6.00	28.00	\$25.20	\$151.20
Installation Supplies	BIS-INST-SUP	1.00	487.62	\$438.86	\$438.86
Shipping/Handling	S/H	1.00	2436.21	\$2,192.59	\$2,192.59



Item	Product Code	Qty	List Price	TIPS Price	Total Price
On-site Setup Installation and Training (per system)	SIT	1.00	11880.00	\$10,692.00	\$10,692.00
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-OS-HRDW	1.00	6515.60	\$5,864.04	\$5,864.04
TIPS Contract 230901 - Audio Visual Equipment Supplies and Services	BIS-X-TIPS				

**Total (Before Tax): \$53,777.19**

## Proposal Terms and Conditions

---

<b>Proposal ID</b>	P-2301397
<b>Effective Period</b>	This proposal is valid through 08-19-2025.
<b>Tax Status</b>	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
<b>Deposit</b>	All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.
<b>Payment Terms</b>	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
<b>Cancellation</b>	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all canceled orders.</p>
<b>Limited Warranty</b>	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
<b>Software Assurance</b>	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
<b>Substitutions</b>	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

## Proposal P-2301397 Accepted By

---

Full Name (Print):

Title:

---

---

Signature:

Date:

---

---

**PLEASE NOTE:**

By signing above and or providing a purchase order number below, your organization is agreeing to the appended scope of work, pricing, disclaimers, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for ALL materials and applicable services listed in this proposal: P-2301397.

## Accounts Payable Information

---

Full Name (Print):

Phone Number:

---

---

Email Address:

Fax Number:

---

---

Purchase Order Required for Purchasing?

Purchase Order Number:

YES

NO

---

## Key System Technology

---

### Digital Court Recorder (DCR)

DCR is a multi-channel audio and video recording platform specifically designed to address the limitations of most recording systems. It allows for up to 32 separate audio channels and up to 8 separate video channels to be recorded and stored in a single file. DCR can be used with a PC or portable system, or remotely capture audio and video from a centralized or non-centralized system without traditional digital USB mixers. It can also be accessed through a standard internet browser or network connection.

The recording can be saved to two locations simultaneously such as a hard drive, network drive, CD, DVD, or other PC-compatible storage media and locations on separate or shared networks. In addition, DCR offers file attachments, sealing of the recording, remote monitoring, and optional features such as remote control operation, case management integration, post-recording management, and virtual conferencing. The solution is compatible with most traditional laptops and tower PCs that run Windows 7 or higher.

In addition to its core recording capabilities, the DCR platform includes several other prominent features. Codec independence allows users to choose the size of the recording file and easily adopt new audio recording codec technology. The platform's equipment agnosticism allows it to capture sound systems, in-person participants, telephone participants, video, and VTC participants simultaneously. Confidence monitoring allows users to see level meters and listen to the audio recording as it is being written to the PC's hard drive, ensuring the best possible quality. Users can also embed notes directly into the audio/video files for easy management and faster retrieval, most notably through the use of bookmarks, DCR's most comprehensive feature.

Bookmarks allow operators to enter notes while a recording is in progress. Each bookmark includes a time stamp and links directly to the audio/video segment. The platform also provides automatic notes indicating the start, pause, and stop of the file and includes information on the time, speaker, and metadata. Users can utilize bookmarks to enter unique identification data relevant to their needs including but not limited to personal information (such as a name or title), officer's badge number, agenda topic, recording ID, etc. They can also attach any digital file type to the aforementioned examples or upload it as a standalone bookmark. Predefined Bookmarks allow for prefilled data to be entered during a recording (such as docket information from an agency's case management system). Whereas Text Substitution allows users to create shortcuts for commonly used words or phrases. In any case, bookmarks can be edited during or after recording.

Integrated into a system, DCR can be set to create a new audio file in specific instances, such as when a hearing starts or a light switch is turned on automatically naming the file based on requirements. Similarly, it can be set to close a file when a hearing ends or a light switch is turned off. If the recording is interrupted, the operator can easily and quickly resume the session. Files can be also started, paused, stopped, and resumed without creating a new file if needed.

### DCR Player

DCR handles retrieval, playback, and exporting with DCR Player, which was designed with transcription in mind and is feature-rich to make the process as efficient as possible. DCR Player is 508 compliant and has been certified for use with Magic Screen Magnifier, JAWS Speech Software, and Dragon Software. It is currently supported on Windows, Android, iOS, and Mac OS devices and is also compatible with any USB foot pedal.

DCR Player allows operators to locate recordings by searching for identification data or by searching for any word or phrase in the bookmarks. Users can play, pause, stop, fast forward, rewind, and jump to specific points in the DCR file and navigate through the recording using bookmarks, jump-to-time, or a progressive slider bar.

The player includes a visual indication of the current point in the audio file, the total runtime of the entire file, and the file name. It allows users to listen and control the audio of each participant separately from the others. Or combine any number of channels and use built-in noise-filtering to eliminate ambient background



noise during playback. It can even filter out ultra-low frequencies below 125 Hz to reduce noise from microphone bumps. The player also has auto gain control to maintain a constant audio level during playback, treble and base audio level controls, and variable pitch control to speed up or slow down playback without changing the pitch.

As for exporting, DCR Player allows users to export any part of a file to a WMA, WMV, WAV, MP3, MP4, AVI, PDF, or DCR file with any combination of channels, video, and bookmarks (as long as the format supports it). Music formats break down bookmarks into song tracks and allow users to listen to recordings from CDs, DVDs, USB storage devices, and hard drives. When creating MP4s, DCR Player will also create a separate meta-data file. This includes an HTML file that can be viewed in a browser and allows for playback of the video, audio, and use of bookmarks.

## Room Control

BIS Digital provides room control systems to improve the efficiency and convenience of managing multiple systems and devices in a space. With a centralized touchscreen interface, users can easily access and control the various systems and devices in a room, without the need to navigate through multiple separate controls or interfaces. This can help to reduce the time and effort required to set up and manage a space, and it can also help to improve the overall user experience. For instance, in a courtroom, clients may want to be able to control the lighting, temperature, and audio-visual systems from the touch screen, or they may want to be able to access legal documents or other materials from a central location. Similarly, in a council room, clients may want to be able to control the lighting, temperature, and audio-visual systems, as well as access agendas, reports, and other documents from the touchscreen interface. BIS Digital customizes the user controls with the specific functions and features outlined in the scope of work.

## Digital Signal Processor

Digital Signal Processors (DSPs) are specialized computers that are used to process and manipulate signals in real time. This is achieved through algorithms that can analyze and manipulate audio in a variety of ways. For example, a DSP might be used to adjust the volume of an audio signal, remove background noise, or cancel out echoes. They are an essential component of many BIS Digital provided audio systems and are used in a wide range of applications including but not limited to courtrooms, council chambers, police stations, and conference rooms.

BIS Digital provides DSPs that offer advanced processing capabilities and a range of connectivity options, particularly where clear, intelligible audio is critical. Specifically, most of our DSPs will handle up to 64 channels of audio and support a range of audio signal types, including analog, digital, and networked audio, such as voice over internal protocols (VOIP) or Dante.

In a typical courtroom environment, we'll use a DSP to amplify the voice of a witness or to reduce background noise so that the testimony can be heard clearly by all parties. In some cases, a white noise sidebar preset may be configured. Or audio may need to be sent from one room to an overflow area. As to the specific functionality for this project, BIS Digital will prioritize the documented requests outlined in the scope of work but will adjust on site, as needed, based on the installation environment and client needs. This allows us to ensure that the final product meets your expectations and functions effectively within any known or unknown constraints.

## Assisted Listening System

An assisted listening system is designed to help people with hearing loss or other auditory impairments to better hear and understand speech and other sounds in their environment. In a large room, these systems typically consist of one or more receivers worn by the listener(s), which wirelessly receive a signal from a transmitter connected to the in-room microphones. The receiver amplifies the sound and delivers it directly to the listener's ear. Some assisted listening systems also have additional features, such as noise reduction and speech enhancement, to improve the listening experience. They are often used in settings such as classrooms, meetings, courtrooms, council rooms, and places of worship to help people with hearing loss to more easily participate in these events. BIS Digital special orders assisted listening equipment per the requirements outlined in the scope of work.

## Document Camera

A document camera, also known as a visual presenter or visualizer, is a device that is used to display physical documents, objects, or other materials on a screen or monitor for the purpose of sharing them with an audience. BIS Digital typically supplies document cameras that consist of an articulating stand or arm with a camera mounted on top, which is positioned above the document or object that is being displayed. The camera captures an image of the document or object and displays it on client-specified screens in real time, allowing people to see the details of the material being presented.

## Evidence Presentation

As part of our comprehensive AV system solution, BIS Digital proposes an advanced evidence presentation system that offers optional annotation capabilities. This versatile system can be seamlessly operated on touch-enabled screens or tablet devices, enabling presenters, typically attorneys or witnesses, to interact with the evidence digitally. Our system supports various evidence formats, including documents, images, audio recordings, and videos. In situations where non-digital evidence is required, BIS Digital can integrate a document camera as a source feed into the evidence presentation system. The evidence can then be presented on displays throughout the courtroom, ensuring all participants, including the judge, jury, attorneys, and witnesses, have a clear view.

During presentations, presenters can leverage the touch screen annotation features to emphasize specific sections of the evidence, create diagrams, add notes, or underline important points. Real-time annotation functionality facilitates dynamic and collaborative interaction during evidence analysis. Attorneys can raise objections, present counter-arguments, or pose questions related to the evidence using the touch screen interface. Additionally, judges can use the system to mark rulings or seek clarifications.

To cater to specific room workflows, our solution offers a preview and publish evidence option. This feature allows authorized individuals, such as the judge, to select specific evidence for review by clicking the preview button. The selected evidence will only be displayed on monitors designated as preview monitors. Once the judge has reviewed the evidence and determined its admissibility, there is an option to publish the evidence to the gallery. By selecting the publish option, the evidence becomes accessible to gallery participants, including the jury, witnesses, and opposing counsel, via designated 'publish' monitors.

For added convenience, our larger AV system can optionally record the presented evidence and any annotations made during the session. If integrated with a room control system, the evidence presentation controls can be consolidated into a single control interface, simplifying operation and enhancing efficiency.

## Cynap

Included in this proposal is a WolfVision Cynap, an advanced wireless presentation and collaboration system packed with a wide array of essential features. With the Cynap system, users can seamlessly share and showcase content from their personal devices on a larger screen or monitor. By leveraging a network connection, content transmission from the presentation device to the hub becomes cable-free, simplifying setup and enabling usage in any location with ease. One notable capability of the Cynap system is its support for simultaneous connections of multiple presentation devices, fostering collaborative content sharing among multiple users. Moreover, it can effortlessly connect to multiple displays at once, empowering users to share content across multiple screens or display different content on each screen. The Cynap system also boasts an intuitive on-screen annotation tool, empowering users to make real-time handwritten notes or drawings on the displayed content, facilitating seamless collaboration and communication. Furthermore, it offers robust support for audio and video content, making it an adaptable tool for a wide range of applications. Compatible with laptops, tablets, and smartphones, the Cynap system prioritizes security with features like encryption and password protection, ensuring the utmost protection for shared content.

## Installation Overview

---

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.

## Support and Service Overview

---

At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234  
Support@BISDigital.com

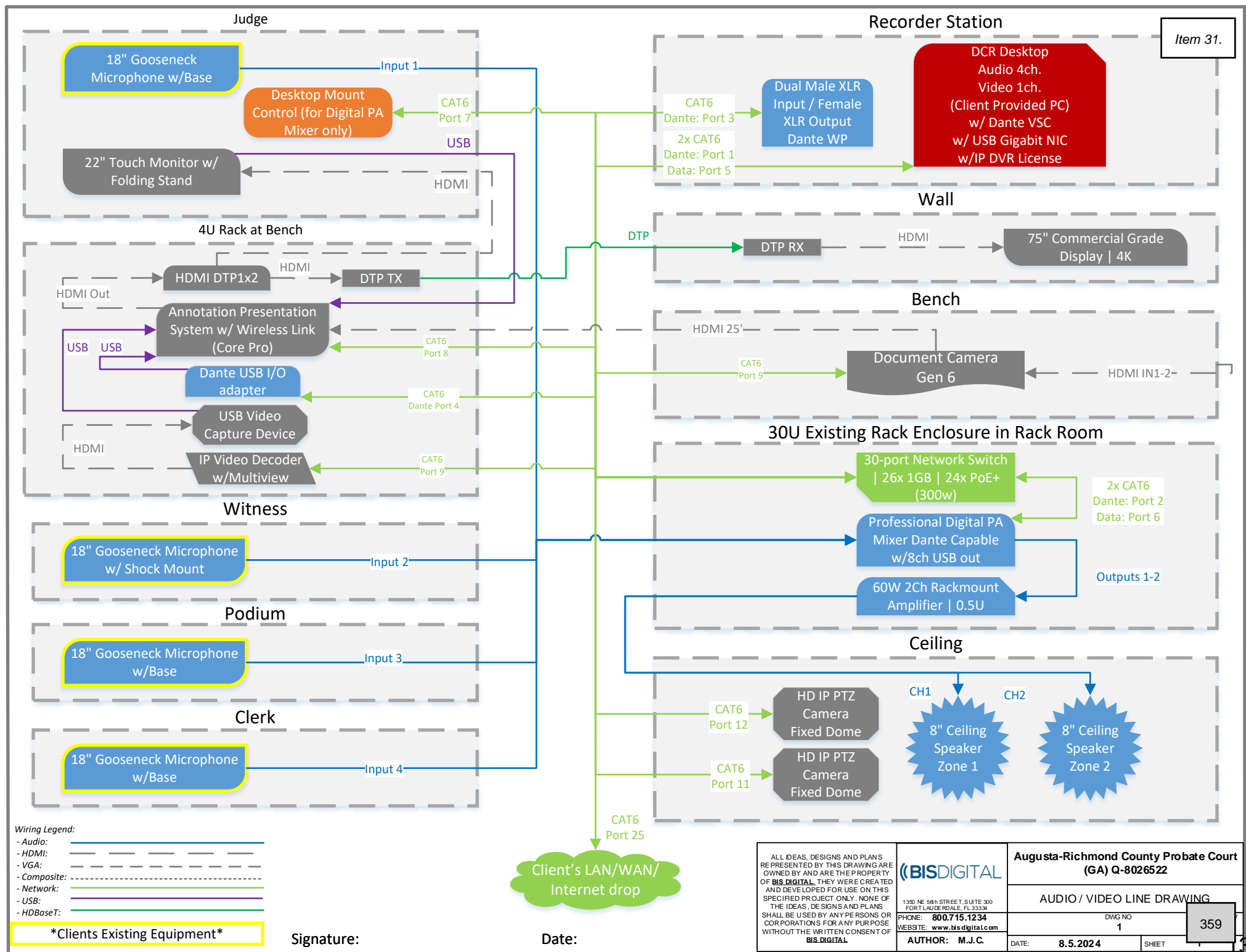
In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Dan Meyer  
(800) 834-7674 x 4518

Technical Services Manager – Gary Jones  
(800) 834-7674 x 4513

Director of Operations – Mitch Wise  
(800) 834-7674 x 9516





## Installation (I) - BIS-3002331

### Augusta-Richmond County Probate Court (GA)

Dan Meyer  
dan.meyer@bisdigital.com

Probate Courtroom 1001 Option: A

A/V Installation

**Will this Scope of Work apply to multiple rooms?**

No -- This scope does NOT consider multiple rooms.

**Is the client planning to record with DCR?**

Yes -- BIS Digital is replacing an existing recording solution with DCR.

**Network Approval Process?**

No

**Will an IT Administrator or someone with knowledge of the network be available at the time of installation?**

No -- Client did NOT confirm.

**Will any BIS Digital provided equipment need to match existing equipment?**

Yes -- Exact. One or more pieces of supplied equipment must precisely match the Make, Model, and Part Number(s) specified in the Notes section below. If an exact match is not possible, BIS Digital will coordinate with the client on identifying an alternative.

**Were the end-to-end workflows of the room, the existing system, and how the new system will be installed to satisfy workflow needs documented for client review and approval?**

Yes -- A full description has been documented below.

**Will system training be required?**

Yes -- BIS Digital Technicians will train end users on using the installed system.

**Installation (I) Description / Notes:**

BIS to install new DSP and Amp for Probate Courtroom.  
Small audio control box to be installed at judge's bench to control volume  
BIS to reuse four (4) existing microphones in Probate Courtroom  
BIS to install two (2) ceiling speakers in Probate Courtroom  
BIS to install one (1) document camera on client provided stand/desk  
One (1) HDMI cable will be available for attorney's to use at tables or lectern, as needed  
BIS to install two (2) PTZ cameras in the room for Zoom/WebEx/Teams meeting video  
BIS to install one (1) Cynap Core Pro for wireless presentation and Zoom/WebEx/Teams court proceedings  
BIS to install one (1) touchscreen at the judge's bench and one (1) 75" display on side wall to view evidence and view Zoom/WebEx/Teams court proceedings  
BIS to install DCR 4ch DCR software on client provided PC for recording audio for court proceedings  
BIS to install XLR/Dante wall plate at court reporter/clerk area to connect for recording back on their own equipment

Wiring closet with existing rack to be reused, located next door to courtroom

Client to provide Speaker wire needed - left over from previous installs at

## General Scope of Work Description for Installations

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our Scope of Work process is an integral part of this commitment. Please note that this document is intended as a preliminary assessment only and may be subject to a final technical assessment of your requirements. Its use is limited to the purpose of allowing you to verify, via signature, whether the listed equipment, software, and installation needs were accurately recorded. The final implementation of equipment and functionality may vary due to factors including but not limited to: budget, infrastructure, and manufacturer constraints. This document does not provide any implied or express warranties, and BIS Digital accepts no liability for any reliance on the information contained within it beyond its intended purpose as an initial work assessment. Unless otherwise specified, the following section lists BIS Digital and client responsibilities for a standard installation.

### **BIS Digital will be responsible for the following:**

- Provision of all necessary labor, supervision, tools, equipment, materials, services, testing, and other expenses for the successful installation and delivery of a complete and operable A/V solution.
- Performance of all work as described in the scope of work, including installation and testing of specified equipment and final circuit terminations in the head-end equipment racks.
- Project management, personnel, supervision, staff, labor, installation planning, scheduling, documentation, installation quality, and testing devices as required to complete the work.
- Furnishing of specified equipment, with the caveat that BIS Digital reserves the right to bill for equipment as stored materials when delivery or installation is not possible.
- Recommendation for the installation of dedicated electrical power at the head-end, end-user equipment, or at the location of final control(s).
- Production of deliverables and any substitutions on a schedule established under a purchase agreement.

### **The client will be responsible for the following:**

- Preparation of the installation site, including but not limited to carpentry, network connection installation, and electrical work.
- Provision of scaffolds, ladders, or high-reach equipment for installation work in ceilings over 14 feet. BIS Digital will quote rental equipment as needed or upon request.
- Responsibility for any external noise or factors creating noise within the systems not exposed by installed electronic equipment.
- Ensuring that installation structures will support the weight of equipment, including but not limited to wall-mounted displays, hanging loudspeakers, and equipment racks.
- If required, customer-provided contractors will be responsible for the provision, hanging, and installation of all rigid electrical junction boxes, AC power, relay switches, conduits, and any structural reinforcement means as required for the proposed systems.

By signing below, I certify that I am an authorized signer for Augusta-Richmond County Probate Court (GA) and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## Disclaimer: Shipping and Handling

---

### Shipping Information and Requirements

By engaging in our shipping services, customers are obligated to provide precise shipping contact information. This includes the first and last name, title, phone number, and email address of the individual designated to oversee shipping logistics. Customers must also explicitly state whether their location possesses a designated dock for receiving shipments. This information is crucial for planning to ensure the most efficient and timely delivery method.

### Direct Shipments from Manufacturers

BIS Digital reserves the right to dispatch particular items, such as monitors and specific components, directly from the manufacturer. While this approach may result in separate arrivals from bundled systems, it is essential to secure timely deliveries and the uncompromised condition of individual components. Rest assured, we manage this process to minimize any potential disruption to your project.

### Shipping Costs

The expenses associated with shipping and handling will be determined according to project-specific requirements. Customers will receive a set price for these costs included in a Bill of Materials prior to proceeding with any shipment. Our objective is to maintain cost-efficiency while upholding the highest standards of care for your equipment.

### Shipping Schedule and Tracking

BIS Digital collaborates closely with customers to establish a shipping schedule that aligns with project timelines. Timely delivery is a paramount commitment, and customers will be kept informed of the shipping status through proactive communication. Additionally, when applicable, customers will be granted access to tracking services and notifications, affording them the means to monitor the status of their shipments, thereby facilitating appropriate preparation for the arrival of their AV equipment.

### Disclaimer and Contact Information

This Shipping and Handling Disclaimer serves as a general guideline for our shipping and handling procedures. BIS Digital is firmly committed to addressing specific inquiries or concerns regarding shipping in a prompt and efficient manner, all with the overarching goal of ensuring a seamless and expedient shipping experience for your AV equipment. Should you require further clarifications, have concerns, or need additional assistance, we encourage you to reach out to our dedicated support team.

#### Does the delivery site include lockable storage?

Yes – BIS Digital will use on-site lockable storage.

#### Is the delivery site equipped with a loading dock?

Yes – BIS Digital will use an on-site loading dock.

By signing below, I certify that I am an authorized signer for Augusta-Richmond County Probate Court (GA) and have reviewed and approved BIS Digital's Shipping and Handling Disclaimer. I understand that this disclaimer provides a general overview of shipping expectations and agree to hold BIS Digital harmless from liability arising from third-party carrier errors, damages, or delays. Furthermore, I acknowledge that if specific shipping instructions, such as address details, carry-in delivery, or attention-to information, are required, I will promptly forward these instructions to the designated account manager for implementation. I also recognize that any delays in providing accurate shipping information may result in project delays, and I accept responsibility for mitigating such delays by promptly addressing any shipping-related requirements.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



## Disclaimer: Client-Initiated Modifications and Post-Installation Changes

---

This document serves as a disclaimer by BIS Digital, Inc. to address concerns regarding client-initiated modifications and changes made to audiovisual systems during or post-installation. We urge all clients, their respective staff, and any applicable third-parties, to carefully review and understand the following points.

### Responsibility for Modifications

BIS Digital takes pride in delivering high-quality audiovisual systems and solutions that are carefully designed, installed, and configured according to the client's specific needs and requirements. Any modifications, alterations, or changes made to the installed systems by the client or their staff after the completion of installation are outside the scope of our original service and responsibility.

### Risk and Implications

Clients are advised that making unauthorized modifications to the audiovisual systems, including hardware and software, may result in compatibility issues, operational errors, and system malfunction. BIS Digital shall not be held responsible for any issues or damages that may occur due to these client-initiated modifications.

### Client Decision-Makers

We encourage clients to designate responsible individuals who will oversee and approve any changes or updates to the audiovisual systems, and who understand the potential consequences of unauthorized modifications.

### Client Communication

In the event that clients intend to make changes or upgrades to the installed systems, we kindly request that they notify BIS Digital in advance. This will allow us to assess the proposed changes for compatibility and potential impacts on the system.

### Warranty and Support

Our standard warranty and support services apply to the audiovisual systems as they were originally installed and configured by BIS Digital. Any client-initiated modifications may void these warranties and may incur additional charges for repair or maintenance.

### Dispute Resolution

In the event of disputes arising from client-initiated modifications and their impact on the audiovisual systems, BIS Digital is open to engaging in a constructive dialogue to find mutually acceptable solutions. However, the ultimate responsibility for such modifications rests with the client.

### Acknowledgment

By continuing to use or make changes to the audiovisual systems installed by BIS Digital, clients acknowledge their understanding and acceptance of this disclaimer.

### Contact Information

For any questions, concerns, or inquiries related to this Disclaimer, please contact BIS Digital through our official channels.

Please note that this disclaimer is a fundamental aspect of our service agreements. BIS Digital is committed to delivering exceptional AV solutions and ensuring the longevity and functionality of our installations. We appreciate your cooperation in preserving the integrity of our work.

## Client Site Preparation Checklist

As part of delivering a seamless experience, there are a few things clients can do ahead of time that greatly impact the speed and efficacy of an on-site or remote installation. In either instance, BIS Digital highly recommends reviewing the client checklist provided below and completing all applicable items within the timeframes listed should you choose us as your technology partner. If you have any questions about the items on this list, please don't hesitate to contact your account manager or call us directly at (800) 834-7674.

### At least 30 Days Prior to Installation Date:

- ☐ Identify the location where the AV equipment will be installed and ensure that it meets the necessary specifications, including proper power and electrical outlets, HVAC, lighting, and structural support.
- ☐ Provide BIS Digital with a comprehensive list of all existing AV equipment and systems that will be integrated with the new equipment, including make and model numbers.
- ☐ Ensure that all necessary software and firmware updates have been performed on existing equipment.
- ☐ Ensure that all required permits and licenses have been obtained, including those related to construction or renovation work as applicable.
- ☐ Ensure that any necessary network infrastructure is in place, including existing routers, switches, and firewalls.
- ☐ Provide BIS Digital with any applicable IP addresses to ensure that the AV equipment is properly configured to integrate with the network.
- ☐ Ensure that the appropriate personnel are present during the installation, including facilities personnel, IT personnel, and any other key stakeholders.
- ☐ Establish a clear communication plan with BIS Digital to ensure that any issues or concerns that arise on-site are promptly addressed.
- ☐ Coordinate with BIS Digital to schedule any necessary training sessions for end-users to ensure that they are familiar with the AV equipment and its functionality.

### If Archiving Recordings to a Network Path:

- ☐ Create a dedicated folder on the network for recording files.
- ☐ Ensure the Universal Naming Convention (UNC) path is available for that folder.
- ☐ Ensure each recording PC will have network access to this path.
- ☐ Ensure user logging into a recording computer will have read/write access to this path.

### Day Before Installation:

- ☐ Provide BIS Digital with any necessary access codes or keys to the installation site.
- ☐ Ensure any pre-shipped equipment is accounted for and accessible to the technicians on site.
- ☐ Ensure any existing computers will be in proper working order, free of viruses, have internet access, and be in the place where they will be used.
- ☐ Provide BIS Digital with any necessary user credentials and network access information to ensure that the AV equipment is properly integrated with the network. If this cannot be provided, please ensure someone with administrator rights will be available during the installation.

### Note on Recording Storage:

The DCR recording software can write files to multiple locations simultaneously. BIS Digital will create a C:\DCR Recordings folder on the local recording computer as the primary storage method. A mirror copy can be written to a network, external HD, flash drive, SD card, or CD/DVD. Mirroring to a network location is the preferred method. When mirroring to a network path, any user that intends to record audio/video will also need read/write/modify access to this network path so that the files can mirror successfully. When considering storage methods, BIS Digital recommends revisiting state or local government requirements for long-term storage.

### If Archiving Recordings to a CD/DVD:

- ☐ Ensure any existing CD/DVD burners meet BIS Digital specifications, function properly, and be installed at each recording computer.
- ☐ Ensure any applicable CD/DVD writing software is installed unless purchasing from BIS Digital.
- ☐ Provide a sample of writable media for testing/training and going live with the system. CD-R and DVD +R are the supported disk types.

## Disclaimer: Standard Training

The scope of training provided by BIS Digital is limited to the standard operation and maintenance of the equipment as outlined in this scope of work and in accordance with the manufacturer's requirements. Training is intended to equip end-users with the knowledge necessary to independently and effectively operate the integrated audiovisual systems.

Our training sessions are conducted by an installing technician who is most knowledgeable about the specific system, especially in cases where adjustments or modifications have been made due to unforeseen conditions on-site. This ensures that users receive tailored, accurate, and up-to-date information regarding their AV system.

The estimated total hours of training, as listed in the table below, are calculated under the assumption that each user will be trained individually. This approach is adopted because BIS Digital recognizes that end-user availability for training may vary significantly. However, we can accommodate group training sessions for efficiency. Please note that group sizes are generally limited to no more than five (5) people to ensure the quality and effectiveness of the training.

Please be aware that our training sessions are standardized and may not accommodate specific learning disabilities or impairments. Our technicians are not certified trainers and are unable to provide specialized training for such cases. If any subset of client users requires special accommodations due to learning disabilities or impairments, we strongly encourage a "train-the-trainer" approach with the client. This means that the client should designate an individual or individuals within their organization to receive the standard training and then provide tailored training or support to those with specific needs.

While every effort is made to provide comprehensive training, BIS Digital shall not be held liable for any errors, omissions, or issues arising from the use of the integrated audiovisual system following training. Users are encouraged to seek additional support or clarification if necessary.

By proceeding with training services provided by BIS Digital, you acknowledge that you have read and understood this disclaimer, and you agree to abide by the terms and conditions stated herein. If you have any questions or concerns regarding our training services or this disclaimer, please do not hesitate to contact us.

	Estimated Hours	Number of Users
DCR	2	1
DCR-VC	0	0
DCR Player	1	1
Web Access / Network Monitor	0	0
Room Control	0	0
Evidence Presentation	0	0
Other (see notes)	0	0
Total	3	

**Estimated Number of 8 Hour Training Days in Addition to Installation (as Facilitated by 1 Technician):**

0.13

## Optimal Specifications for BIS Digital Recording PC Systems (v8.5)

### PC Requirements:

2/4 Channel Audio Only

- 8GB RAM
- 256 GB Hard Drive / 8 MB Cache / 7200 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- Microsoft Windows 7-11 Professional

4/8 Channel Audio w/ 4 Video Channel Max

- 16GB RAM
- 1TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional

8/16 Channel Audio w/ 8 Video Channels

- 16GB RAM (32GB Recommended for DCR-VC and Broadcast)
- 2TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i7 Processor (i9 Recommended for DCR-VC and Broadcast)
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional

	DCR PC
Location	Clerk
Status	Use 1 Client-Provided
Type	Desktop
Existing Audio Channels	
Existing Video Channels	
New Audio Channels	4
New Video Channels	1
Primary Storage	Local PC Hard Drive
Secondary Storage	Networked Drive
DCR Access	DCR Player
DCR Control	Recording PC Only

### Will recordings be mirrored to a secondary location?

Yes – Client Provided NAS

### At time of walk, client confirmed recording storage will support files that are produced using system video resolution(s) and frame rate(s):

Yes – Client confirmed storage WILL support resolution and frame rate.

### Will there be other locations BIS Digital needs to install DCR Player on-site?

No – DCR Player will only be installed on the recording PC.



## Audio Sources

	Location	Status	Placement	Type	Make/Model	DCR Channel	Function
A1	Judge	Use 1 Client-Provided	Desk-mounted	18" Gooseneck (w/ Mute)		1	Use in VTC
A2	Witness	Use 1 Client-Provided	Desk-mounted	18" Gooseneck (w/ Mute)		2	Use in VTC
A3	Podium 1	Use 1 Client-Provided	Desk-mounted	18" Gooseneck (w/ Mute)		3	Use in VTC
A4	Clerk	Use 1 Client-Provided	Desk-mounted	18" Gooseneck (w/ Mute)		4	Use in VTC

## Speakers

	Location	Status	Type	Zone	Make/Model
S1	Bench	Provide 1 New	In-ceiling Speaker	1	
S2	Gallery	Provide 1 New	In-ceiling Speaker	2	

**Video Sources**

	Location	Status	Placement	Type	Make/Model	Shot	Dist. to Target	Target	DCR Channel	Function
V1	Clerk	Provide 1 New	Desk-sitting	Document Camera					N/A	Use in VTC

Displays

	Location	Status	Placement	Size	Type	Make/Model	Include Audio?	A/V Room Controls?	Annotation Control?
D1	Judge	Provide 1 New	Desk-mounted (fold-flat)	22"	Touch Display		No	No	Yes
D2	Wall B	Provide 1 New	Wall-mounted (full-motion)	75"	Display		No	No	No



## Equipment

	Location	Status	Make / Model	Ports Available
<b>Amplifier</b>	Rack	Provide 1 New		
<b>Assisted Listening System</b>				
<b>Desktop/Laptop</b>	Clerk	Use 1 Client-Provided		
<b>DSP/Mixer</b>	Rack	Provide 1 New		
<b>NAS Drive</b>				
<b>Network Switch</b>	Rack	Provide 1 New		
<b>Power Conditioner</b>	Rack	Provide 1 New		
<b>Presentation System</b>	Rack	Provide 1 New		
<b>Video Distribution Amplifier</b>				
<b>Video Input Switcher</b>				
<b>Other (see notes)</b>				

## Rack(s)

	Location	Status	Type	Access	Conduit	Units Available
<b>Rack 1</b>	Rack Room	Use 1 Client-Provided	Open-frame	Indirect (adjacent room)	Existing	30U
<b>Rack 2</b>	Bench	Provide 1 New	Open-frame	Direct (in-room)	None	4U

## Infrastructure

### On-site lockable storage?

Yes -- BIS Digital will use on-site lockable storage.

### Loading dock?

Yes -- BIS Digital will use an on-site loading dock.

### Known asbestos?

Unknown -- Client is not aware of any asbestos at time of scope, but knows that remediation will be necessary if discovered.

### Conduit available?

Yes -- Conduit can be accessed and approved for use by the building facilities.

### Access above ceiling?

Yes -- BIS Digital can access areas above ceilings on-site as needed.

### Any ceiling height on-site greater than 12 feet?

No -- Ceiling heights at all locations are below 12 feet.

### Cables ran in-wall?

Yes -- Existing infrastructure will support running cables in-wall.

### Cables ran on floor with coverings?

N/A -- Cables will not be ran across the floor for this scope.

### Equipment mounted on walls, ceilings, or floors as needed?

Yes -- Existing infrastructure will support mounted equipment.

### At time of walk, client confirmed that installation structures will support installed equipment as applicable?

Yes -- Client confirmed structure WILL support installed devices.

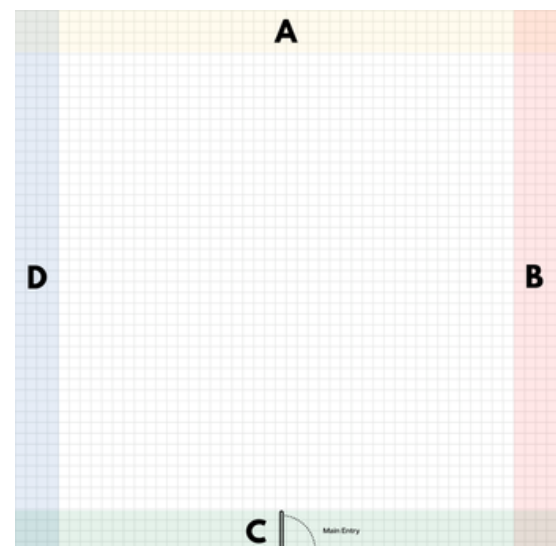
### At time of walk, client confirmed relocating rack or equipment may require new cable runs for existing equipment as applicable?

Yes -- Client confirmed possible relocation constraints.

### Will the system be installed as part of a construction or renovation project?

No -- System will be installed with Existing Infrastructure.

### Room Diagram:





## Public Safety Committee

Meeting Date: June 10, 2025

Augusta Fire Department and Augusta Technical College Partnership: Fire & Emergency Services  
Occupation Associate of Applied Science Degree

<b>Department:</b>	Fire
<b>Presenter:</b>	Antonio Burden, Fire Chief/EMA Director
<b>Caption:</b>	To inform the Commission about a new partnership between the Augusta Fire Department and Augusta Technical College to launch the Fire & Emergency Services Occupation Associate of Applied Science Degree Program.
<b>Background:</b>	The Augusta Fire Department and Augusta Technical College have collaborated to create a comprehensive educational program designed to train the next generation of first responders. This partnership addresses critical workforce development and public safety goals for Augusta by establishing a direct pipeline of qualified firefighters and emergency medical personnel.
<b>Analysis:</b>	<p>Program Details:</p> <ul style="list-style-type: none"> <li>• Program Name: Fire &amp; Emergency Services Occupation Associate of Applied Science Degree</li> <li>• Enrollment: Beginning Fall 2025</li> <li>• Duration: Five Terms, 62 Credit Hours</li> <li>• Certifications/Licenses Upon Graduation: Firefighter I, Firefighter II, Emergency Medical Technician (EMT), and Advanced EMT (AEMT).</li> <li>• Curriculum: Combines classroom instruction, hands-on training, and clinical experience to prepare students for entry-level firefighter and AEMT roles.</li> </ul> <p>Impact:</p> <ul style="list-style-type: none"> <li>• Workforce Development: Creates vital recruitment pipeline, ensuring a steady supply of highly skilled and certified first responders for the Augusta community.</li> <li>• Public Safety: Enhances the capabilities of the Augusta Fire Department and emergency services by preparing individuals with the necessary skills and knowledge to serve effectively.</li> <li>• Community Benefits: Fosters a safer and stronger Augusta by investing in the training and development of essential public safety professionals.</li> </ul>

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** Information only. No action is required from the Commission at this time.

**Funds are available in the following accounts:** N/A

**REVIEWED AND APPROVED BY:** Antonio Burden, Fire Chief/EMA Director





## Public Safety Meeting

Meeting Date: June 10, 2025

New Program – After the Fire Booklet

---

<b>Department:</b>	Fire
<b>Presenter:</b>	Antonio Burden, Fire Chief/EMA Director
<b>Caption:</b>	To inform the Governing Body about the implementation of the “After the Fire” Booklet Program.
<b>Background:</b>	Experiencing a residential fire is a traumatic and disorienting event. In the immediate aftermath, victims are often overwhelmed and unsure of the necessary steps to take, from securing their property to navigating insurance claims and accessing support services. Currently, there is a gap in providing centralized, easy-to-understand resource that addresses these critical needs.
<b>Analysis:</b>	The “After the Fire” Booklet Program aims to bridge this gap by equipping fire victims with a comprehensive guide that offers practical, actionable information during a highly stressful period. This initiative aligns with the County’s commitment to public safety and community well-being, providing a tangible resource to assist residents in their recovery process. The “After the Fire” Booklet is a concise, user-friendly guide that will be distributed by fire personnel on-scene immediately following a residential fire incident. The booklet will contain vital information and resources. Experiencing a fire can be traumatic. Even if no one is physically hurt, losing your home or possessions is deeply painful. Please know that the Augusta Fire Department stands with you during this difficult time.
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Information only. No action is required from the Commission at this time.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	Antonio Burden, Fire Chief/EMA Director



## Public Safety Committee

Meeting Date: 5/13/2025

### Revised Ordinance Recommendations

---

<b>Department:</b>	Animal Services
<b>Presenter:</b>	Director Hill
<b>Caption:</b>	Recommend motion to approve recommended changes to Animal Ordinance
<b>Background:</b>	Augusta Animal Services
<b>Analysis:</b>	Staff is recommending changes to the Animal ordinance that will make it easier to read, provide more options for staff when dealing with a problematic dog and irresponsible owners, place more accountability on pet owners, and create more efficiency in operations.
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	No alternatives recommended at this time
<b>Recommendation:</b>	Motion to approve recommended changes to the Animal Ordinance
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	James H. Hill III



## AUGUSTA ANIMAL SERVICES DEPARTMENT

James H. Hill III, Director

# MEMORANDUM

**TO:** Tameka Allen, Administrator

**FROM:** James H. Hill III, Animal Services Director

**DATE:** May 2, 2025

**RE:** Animal Control Ordinance Revisions

**CC:** Charles Jackson, Deputy Administrator

### **BACKGROUND**

Earlier this year, the Augusta Commission directed the Augusta Animal Services Department to submit recommended city ordinance revisions to address multiple objectives. These included:

- 1) General Language Revisions
- 2) Mitigation of nuisance cat population
- 3) Measures to address irresponsible pet owners
- 4) Recommend changes regarding the Animal Control Board

Below are the specific changes that the Augusta Law Department has recommended based upon the current challenges of the Animal Services Department:

### **GENERAL ORDINANCE LANGUAGE**

- Provide recommendations on general ordinance language where applicable
- Provide recommendations regarding "Stray hold periods"

### **MITIGATION OF NUISANCE CAT POPULATION**

- Ability to manage nuisance cats and humanely dispose where appropriate

### **EFFECTIVE MEASURES TO ADDRESS IRRESPONSIBLE PET OWNERS**

- Officers given more discretion when assessing situations involving dangerous dogs.
- Allows Animal Services Director ability to petition court for elimination of dog ownership
- Mandatory microchip on 1<sup>st</sup> impound
- Mandatory spay/neuter on 2<sup>nd</sup> impound

### **ANIMAL CONTROL BOARD**

- Recommendation on the restructuring of the Animal Control Advisory Board

### **NEXT STEPS**

Along with the enclosed agenda item and draft ordinance, I respectfully request that you submit this communication to the Augusta Commission for committee review on May 13, 2025.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO UPDATE THE ANIMAL CONTROL ORDINANCE OF AUGUSTA-RICHMOND COUNTY; TO REPEAL TITLE 4, CHAPTER 1 AND REPLACE CHAPTER 1 WITH A NEW CHAPTER 1; TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES;**

**BE IT ORDAINED** by the Augusta-Richmond County Commission, and it is hereby ordained by authority of the same, as follows:

**SECTION 1.** Exhibit “1” is hereby repealed and replaced with Exhibit “2”.

**SECTION 2.** This ordinance shall become effective upon adoption.

**SECTION 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4.** The numbering, heading, and titles of Exhibit “2” are not part of the legislative text and are for identification and organization purposes only, and the Clerk of the Commission shall have the authority to make such changes to those elements as is necessary for harmony with the Code.

**PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE** this \_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

**AUGUSTA, GEORGIA**

By: \_\_\_\_\_

Garnett L. Johnson

Mayor

Attest:

\_\_\_\_\_  
Clerk of Commission

**STATE OF GEORGIA**



**RICHMOND COUNTY**

FIRST READING \_\_\_\_\_

SECOND READING \_\_\_\_\_

**CLERK'S CERTIFICATE**

**I, LENA J. BONNER**, Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Augusta-Richmond County Commission ("the Commission") at an open public meeting duly called and lawfully assembled at 2:00 P.M., on the 18th day of March 2025, in connection with the foregoing ordinance, that such ordinance has not been modified or rescinded as of the date hereof, and the original of such ordinance being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby **CERTIFY** that there was a quorum of the Commissioners present at such meeting, and that such ordinance was duly adopted by the pursuant to the constituting and governing laws of the Augusta-Richmond County Commission, and that the second reading of the ordinance was waived thereof pursuant to the same laws.

Witness my hand and the official seal of Augusta, Georgia this \_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

\_\_\_\_\_  
Lena J. Bonner

Clerk of Commission

## Exhibit “1”

### Chapter 1 ANIMALS AND FOWL

#### ARTICLE 1. IN GENERAL

##### Sec. 4-1-1. Short title.

This chapter may be cited as the Animal Control Ordinance of Augusta-Richmond County.

##### Sec. 4-1-2. Creation of Animal Control Department; duties of animal control officers—

Generally.

The Augusta-Richmond County Animal Control Department is hereby established, and the Commission shall employ the necessary Animal Control Officers to administer and enforce the provisions of this Chapter. The Animal Control Officers shall have the authority to issue citations for violations of this Chapter and perform such other duties as are prescribed herein. An Animal Control Officer shall wear a numbered badge identifying him as an Animal Control Officer.

##### Sec. 4-1-3. Organization.

The person in charge of the Augusta-Richmond County Animal Control Department shall be known as the director. The director shall enforce the provisions of this Chapter, and he or his duly authorized representative shall perform any duty imposed upon him by this Chapter.

(a) — Director. The director may appoint such numbers of officers and other employees as shall be authorized to carry out the duties of the department.

(b) — Assistant director. The director may designate an assistant director in the department, who shall, during the absence or disability of the director, exercise all the powers of the director.

(c) — Records. The director shall keep, or cause to be kept, a record of the business of the department.

(d) — Reports. The director shall annually submit a report to the Augusta-Richmond County administrator covering the work of the department during the preceding year.

##### Sec. 4-1-4. Implementation of state dangerous dog control law.

(a) — Designation of dog control officer. Pursuant to the provisions of the Dangerous Dog Control Law of the State of Georgia (Ga. L. 1988, p. 824), the director of animal control of Augusta-Richmond County is hereby designated dog control officer and shall administer and enforce the provisions of the Dangerous Dog Control Law.

(b) — Animal control board. There is hereby created an animal control board of ten (10) members (plus an additional two members should the Richmond County Legislative Delegation choose to appoint two members) to be appointed for terms of four (4) years, to conduct hearings as required by O.C.G.A. § 4-8-24; provided, however, the initial appointments shall be made as follows:

(1) — Except as provided herein, members of the animal control board and dangerous dog board of Richmond County and the City of Augusta who were serving on said boards on January 1, 1997, having had no fixed terms, shall serve until their successors are appointed and qualified.

(2) — Members of the Animal Control Advisory Board and the Dangerous Dog Control Board serving as of January 1, 1997, shall continue to serve until their successors are appointed by the Commissioner representing the respective District and qualified and are to represent the districts as herein set forth, to wit:

a. — Dr. Gary Wilkes — District 1

b. — VACANT — District 2

c. — Mary Walker — District 3

- d. ~~Elfriede B. Baggs~~ District 4
- e. ~~Lynn Brown~~ District 5
- f. ~~Dr. Lamar T. Walker~~ District 6
- g. ~~Carolyn Ann Marks~~ District 7
- h. ~~Linda Workman Bragg~~ District 8
- i. ~~Eleanor B. Shepherd~~ District 9
- j. ~~VACANT~~ District 10

(3) ~~The successors to the members representing Districts 1, 3, 5, 7, and 9 shall serve until April 1, 1998, or until their successors are appointed and qualified.~~

(4) ~~The successors to the members representing Districts 2, 4, 6, 8, and 10 shall serve until April 1, 2000, or until their successors are appointed and qualified.~~

(5) ~~Members of the board appointed by the Commissioner of the respective Districts to succeed those appointed in subsections 3 and 4 hereof shall serve for terms of office of four (4) years and until their successors are appointed and qualified.~~

(6) ~~Should the Richmond County Legislative Delegation choose to appoint two (2) members as provided in the Consolidation Act, such members shall serve for a term of four (4) years and until their successors are appointed and qualified. In the event the appointed authority of the Legislative Delegation is removed from the Consolidation Act, this subsection shall automatically be repealed.~~

(7) ~~All terms shall expire on March 30 of the applicable year, and new terms shall begin on April 1 of the applicable year.~~

(e) ~~Fee for ownership of dangerous dog. The owner of a dangerous dog or potentially dangerous dog shall pay an annual fee to Augusta Richmond County in the amount of one hundred dollars (\$100.00).~~

~~Sec. 4-1-5. Riding horses, etc., in disorderly manner.~~

~~It shall be unlawful for any person to run or ride any horse, mule or other animal in a disorderly manner through the streets of Augusta Richmond County.~~

~~Sec. 4-1-6. Duties and responsibilities of board members.~~

~~Members of the Animal Control Board shall have as their duties and responsibilities, in addition to administering the Dangerous Dog Control Law, as provided in Section 4-1-4 hereof, the following:~~

(a) ~~To work actively in educating the public as to the need for sterilization of dogs and cats;~~

(b) ~~To attend meetings of the Animal Control Board;~~

(c) ~~To review and make recommendations to control the animal population; and~~

(d) ~~To notify the appropriate authorities of a vacancy on the Animal Control Board so that a person may be appointed to complete unexpired or full terms.~~

~~(Ord. No. 6254, § 1, 4-4-2000; Ord. No. 7524, § 1(exh. A), 2-16-2016)~~

~~Sec. 4-1-7. Animal Services Advisory Board by laws.~~

~~ARTICLE I~~

~~PURPOSE AND ROLE~~

SECTION 1. The Animal Services Advisory Board (hereinafter "ASAB") shall be constituted to advise the city of Augusta and the Animal Services Director on matters pertaining to animal services through recommendations and reports. The ASAB is a recommending body. The Animal Services Director does not report to or work for the ASAB. The ASAB must remain committed to the following principle that Animal Services is a public safety agency.

SECTION 2. The ASAB shall seek out and recommend programs that may enhance the animal services in Augusta, Georgia.

SECTION 3. The ASAB shall make recommendations to enhance animal welfare and safety.

SECTION 4. The ASAB shall seek out and recommend alternate funding sources to startup or sustain animal services programs.

SECTION 5. The ASAB shall take the lead in recruiting qualified volunteers who are interested in serving to enhance Augusta, Georgia's Animal Services.

## ARTICLE II

### MEMBERSHIP

SECTION 1. The ASAB shall consist of ten (10) members. Each appointee shall be designated by the commission council member representing a designated district. Each of the ten (10) members of the ASAB shall be nominated by the individual Commissioner representing District 1, District 2, District 3, District 4, District 5, District 6, District 7, District 8, District 9, and District 10. Each member of the ASAB appointed pursuant to this paragraph shall be required to reside in the district of the appointing Commissioner.

SECTION 2. In addition, two (2) members may be recommended by the Augusta-Richmond County delegation in the General Assembly of Georgia and appointed by the Augusta, Georgia Commission. In the event the appointed authority of the Legislative Delegation is removed from the Consolidation Act, this subsection shall automatically be repealed.

SECTION 3. In the event that there are unfilled vacancies on the ASAB for any period of time, a ASAB consisting of six (6) or more members may exercise all powers delegated to the ASAB until the vacancies are filled.

SECTION 4. Advisory Board members may resign by submitting a written resignation to their appointing authority, copying the Chairman of the Advisory Board, the Director of Animal Services, and the Clerk of Commission.

SECTION 5. Each ASAB member shall serve at the pleasure of their appointing commissioner and may be removed at any time, with or without cause.

SECTION 6. Members of the ASAB serving as of January 1, 2016, shall serve until their fixed term has expired and continue to serve until their successors are appointed and qualified by the Commissioner representing the respective Districts.

## ARTICLE III

### MISCELLANEOUS PROVISIONS

SECTION 1. CHAIRMAN. A Chairman shall be elected by the ASAB from among its members for a one (1) year term. The term shall run from January 1 of each year until December 31 of each year. The Chairman shall serve as such for no more than two (2) consecutive terms.

A. The Chairman shall preside over the ASAB and shall have the right to vote.

B. The Chairman shall decide all points of procedure, subject to these bylaws and the latest edition of Roberts Rules of Order, unless otherwise directed by the majority of the ASAB in session at the time.

C. The Chairman shall appoint any committees found necessary to investigate any matters before the ASAB.



~~SECTION 2. VICE-CHAIRMAN. A Vice-Chairman shall be elected by the ASAB from among its members in the same manner for a one (1) year term. The term shall run from January 1 of each year until December 31 of each year. The Vice-Chairman shall serve no more than two (2) consecutive terms.~~

~~A. The Vice-Chairman shall serve as "Acting Chairman" in the absence of the Chairman or when that officer has to refrain from participation because of a conflict of interest and shall have the same powers and duties as the Chairman.~~

~~B. The Vice-Chairman shall have the right to vote.~~

~~C. Upon the resignation or disqualification of the Chairman, the Vice-Chairman shall assume the chairmanship for the remainder of the unexpired term or until a new Chairman is elected.~~

### ~~SECTION 3. SECRETARY~~

~~A. The Secretary of the ASAB shall be responsible for keeping records of board actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each board member, and assuring that ASAB records are maintained.~~

~~B. Notice of Regular Meetings—Notice of the time, place, and dates of regular meetings (e.g., the Advisory Board's monthly meeting) must be made available to the general public and be posted in a conspicuous place at the regular meeting place of the agency and must be posted on Augusta's website. For any meeting that is not conducted at the regular meeting place or time, Augusta, Georgia, through its Advisory Board must post the time, place, and date of the meeting for at least (24) hours at the regular meeting location and give written or oral notice at least (24) hours in advance of the meeting to the legal organ of the county or a newspaper with equal circulation. In counties in which a legal organ is published less than four times per week, the time, place, and date of the meeting must be posted for at least (24) hours at the regular meeting location and, upon written request from broadcast or print media in the county, notice must be provided to the requesting media outlet (24) hours in advance of the meeting. Upon written request from any local broadcast or print media outlet, a copy of the meeting's agenda must be provided by fax, by e-mail, or by mail through a self-addressed, stamped envelope provided by the requester.~~

~~C. Notice of Special/Emergency Meetings—For emergency meetings (i.e., meetings with less than (24) hours notice), the meeting notice must include the date, time and location of the meeting, the subjects expected to be covered at the meeting and the reason for meeting with less than (24) hours notice.<sup>1</sup>~~

---

<sup>1</sup> OCGA §50-14-1(d)(3).

---

~~Notice must be provided to the county legal organ or a newspaper with greater circulation in the county than the legal organ. Notice must also be provided by telephone, fax or e-mail to any broadcast or print media outlet whose place of business and physical facilities are located in the county when such media outlet has made written request for such notice within the previous calendar year. The Secretary of the Advisory Board shall ensure that the Clerk of Commission and the public are aware of all special called meetings or emergency meetings of the board.~~

~~SECTION 4. ELECTIONS. Election of the ASAB officers shall be held during the regular meeting in December, with newly elected officers taking office in the following January. To be~~

considered for office a committee member must have served on the ASAB for at least one (1) calendar year.

~~SECTION 5. TERMS OF APPOINTMENT. Each ASAB member shall serve at the pleasure of their appointing authority and can be removed from the ASAB by the appointing authority, with or without cause, at any time. For all members appointed by individual Commissioners, the term of membership shall coincide with the appointing Commissioners term of office. Members may continue to serve on the ASAB until their successors are appointed and qualified. Members of the ASAB shall not receive a salary unless such is provided for by the Augusta, Georgia Commission.~~

~~SECTION 6. CONFLICT OF INTEREST MEMBERS. In connection with any actual or possible conflict of interest, the interested board member must disclose the existence of the conflict and be given the opportunity to disclose all material facts to the ASAB. At any time the ASAB is to undertake any official action which will affect a monetary or other vested interest of a member of the Commission, that ASAB member shall reveal the existence of that interest to the Commission at the next meeting after the member becomes aware of the conflict of interest. The ASAB member shall abstain from voting on that matter.~~

~~SECTION 7. RESIGNATION. Advisory Board members may resign by submitting a written resignation to their appointing authority, copying the Chairman of the Advisory Board and the Clerk of Commission.~~

~~SECTION 8. STAFF LIAISON. The Augusta Animal Services Department shall serve as the staff liaison for the ASAB. The Director, or designee, shall assist the Chairman in preparing meeting agendas, recording and transcribing the minutes of all meetings, and handling all related correspondence with Committee members. The Animal Services Department shall be responsible for notifying the Clerk of Commission and the general public with advanced notice of all meetings of the ASAB in accordance with the Georgia Open Meetings Act.2~~

---

~~2 OCGA §§ 50-14-1 et seq.~~

---

~~ASAB support shall not restrict the Animal Services Departments ability to carry out its primary service mission.~~

#### ~~SECTION 9. VOTING~~

~~A. — Each Committee member, including the Chairman and Vice Chairman, shall vote. A committee member shall abstain from voting in the event of a conflict of interest. The committee member shall state for the record the basis for the abstention and complete a Statement of Potential Conflict of Interest form.~~

~~B. — Voting by proxy or absentee is prohibited.~~

~~SECTION 10. ATTENDANCE AT MEETINGS AND REMOVAL OF MEMBERS. Faithful and prompt attendance at all meetings of the ASAB, and conscientious performance of the duties required of members, shall be a prerequisite to continuing membership on the ASAB. Should a member fail to attend three (3) consecutive regular meetings of the ASAB, and should there be no adequate excuse for such absences, the ASAB, by a majority vote may remove such person from membership and shall recommend to the appointing authority that a vacancy exists and that the vacant position be filled in an expeditious manner. The determination as to what constitutes "adequate excuse" shall be determined by a majority vote of the ASAB.~~

~~SECTION 11. QUORUM. A quorum of the ASAB shall consist of a majority of the total number of members of the Advisory Board. For purposes of calculating a quorum, vacant seats shall not~~

be considered. Where no quorum exists no official meeting can take place; no official action can take place; and no minutes are to be created.

~~SECTION 12. MEETINGS. Meetings will be conducted according to the latest version of Roberts Rules of Order, except as modified by these by-laws. Regular Meetings: Regular meetings of the Animal Services Advisory Board shall be held on the third Thursday of each month at 5:45 P.M. in the Augusta Animal Services Department, 4164 Mack Lane, Augusta, GA 30906, or in any other designated meeting place, provided the location is specified in all notices required by law. If a regularly scheduled meeting occurs on a legal holiday, the Chairman, with the concurrence of a majority of the ASAB, may set an alternate date for the meeting. The Secretary of the ASAB shall have the responsibility of notifying the Clerk of Commission and others of the date, time and location of meetings of the ASAB as required by the Georgia Open Meetings Act.~~<sup>3</sup>

~~3 OCGA §§ 50-14-1 et seq.~~

If a quorum is not present at a regular meeting of the Committee, a special meeting may be held within fourteen (14) working days from such scheduled meeting.

~~SECTION 13. SPECIAL/EMERGENCY MEETINGS. Special meetings of the ASAB may be called at any time by the Chairman. At least forty-eight (48) hours' notice of the time and place of special meetings shall be given to each member of the ASAB and the Secretary. The Secretary shall have the responsibility of notifying the Clerk of Commission and others as required by the Georgia Open Meetings Act.~~

~~SECTION 14. CANCELLATION OF MEETINGS. Regularly scheduled meetings can be cancelled or postponed whenever there is no business for the ASAB to consider. The Chairman may dispense with a regular meeting by giving notice to all board members not less than twenty-four (24) hours prior to the time set for the meeting.~~

~~SECTION 15. ADJOURNED MEETINGS. Should the business before the Advisory Board not be completed, the Chairman may adjourn the same from day to day until the matters before the Advisory Board are completed.~~

~~SECTION 16. OPEN MEETINGS.~~

~~Unless otherwise determined in advance, all meetings of the ASAB will be open to the public. Once an open meeting has begun, it will not be closed for any reason. All materials brought before, or presented to, the ASAB during the conduct of an open meeting, including the minutes of the proceedings of an open meeting, will be available to the public for review or copying at the time of the scheduled meeting.~~

~~Members of the public may attend any meeting or portion of a meeting that is not closed to the public and may at the determination of the Chairman, offer oral comment at such meeting.~~

~~Comments will be limited to five (5) minutes. The Chairman may decide in advance to exclude oral public comment during a meeting, in which case the meeting announcement will note that oral comment from the public is excluded and will invite written comment as an alternative.~~

~~Members of the public may submit written statements to the ASAB at any time.~~

~~SECTION 17. AGENDA, SUMMARY AND MINUTES.~~

~~A. — The agenda for each meeting shall be prepared by the Secretary at the direction of the Chairman. The order of business before the board shall be: (1) Determination of Quorum, (2) Approval of Minutes of the Previous Meeting, (3) Reports, (4) Old Business, (5) New Business, (6) Announcements, (7) Adjournment.~~

~~B.—— An agenda of all matters expected to come before the ASAB must be made available upon request and must be posted at the meeting site as far in advance as is practicable during the two weeks prior to the meeting.<sup>4</sup>~~

~~4 OCGA §50-14-1(e).~~

~~If a particular issue is not included on the posted agenda it may still be considered by the board if it is deemed necessary to address it. The clear intent of this provision is to ensure that the public is informed of the matters that will come before the body.~~

~~C.—— Members of the public shall be allowed access to the meeting and must be allowed to make visual and sound recordings of the open portions of any meeting.<sup>5</sup>~~

~~5 OCGA § 50-14-1(e).~~

~~D.—— A written summary of the subjects acted on and a list of the members attending the meeting must be prepared and made available within two (2) business days of the meeting.<sup>6</sup>~~

~~6 OCGA § 50-14-1(e)(2)~~

~~Minutes of the meeting must be prepared and made publicly available after having been approved as official: such approval is to occur at the next regular meeting of the agency. The minutes must, at a minimum, contain the names of the members present at the meeting, a description of each motion or other proposal made, a record of who made and seconded each motion, and a record of all votes including who voted for and who voted against each motion. It shall be presumed that the action taken was approved by each person in attendance unless the minutes reflect the name of the persons voting against the proposal or abstaining. For meetings with less than (24) hours notice, the minutes must also describe the notice given and the reason for the emergency meeting.~~

#### ~~SECTION 18. STAFFING ARRANGEMENTS.~~

~~Assistance shall be provided to the ASAB by the Augusta Animal Services Department staff. The Animal Services Department staff shall assist the Director, or designee, in coordinating all information submitted from other sources to the Committee.~~

~~Specifically, it shall be the responsibilities of the Animal Services staff, under the direction of the Director, to:~~

~~A.—— Make available, in conjunction with the Chairman, relevant information and prepare recommendations.~~

~~B.—— Make available copies of comments, proposals or any other information submitted from other sources, in accordance with the Georgia Open Records Act and Georgia Open Meetings Act in a timely fashion.~~

~~C.—— Serve as a liaison between the ASAB and other departments.~~

~~SECTION 19. NOTICE AND PUBLIC INFORMATION. The Animal Services Director, or designee, is required to comply with guidelines pertaining to matters of public notice and scheduling as provided by the Clerk of Commission.~~

~~SECTION 20. AMENDMENTS. All amendments, modifications, or changes initiated by the ASAB to these by-laws shall first receive an affirmative vote of two-thirds majority of the~~



members of the ASAB. All amendments, modifications, or changes require the legislative authorization of the Augusta Board of Commissioners before becoming effective.  
(Ord. No. 7524, § 2(exh. B, § 4-1-7), 2-16-2016; Ord. No. 7555, § 1(exh. A), 12-20-2016)

Sec. 4-1-8. Procedures for classifying vicious dogs and dangerous dogs; notice; hearing.

(a) — Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog the animal control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or vicious dog.

(b) — If the animal control officer believes that a dog subject to classification as a dangerous dog or vicious dog poses a threat to public safety, the dog may be immediately impounded and the dog owner shall be responsible for all costs resulting from such impoundment.

(c) — When an animal control officer determines that a dog is subject to classification as a dangerous dog or vicious dog, the animal control officer shall mail a dated notice to the dog's owner within (72) hours. Such notice shall include a summary of the animal control officer's determination and shall state that the owner has a right to request a hearing from the authority on the animal control officer's determination. A hearing request must be provided to the Animal Services Department within (15) days after the date shown on the notice. The notice shall also provide a form for requesting the hearing and shall state that if a hearing is not requested within the allotted time, the animal control officer's determination shall become effective for all purposes under this article.

(d) — When a hearing is requested by a dog owner in accordance with subsection (c) of this section, such hearing shall be scheduled within (30) days after the request is received; provided, however, that such hearing may be continued by the authority for good cause shown. At least (10) days prior to the hearing, the authority conducting the hearing shall mail to the dog owner written notice of the date, time, and place of the hearing. At the hearing, the dog owner shall be given the opportunity to testify and present evidence and the authority conducting the hearing shall receive other evidence and testimony as may be reasonably necessary to sustain, modify, or overrule the animal control officer's determination.

(e) — Within (10) days after the hearing, the authority which conducted the hearing shall mail written notice to the dog owner of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which that determination shall be effective. If the determination is that the dog is to be euthanized pursuant to OCGA § 4-8-26, the notice shall specify the date by which the euthanasia shall occur.

(f) — Judicial review of the authority's final decision may be had in accordance with OCGA § 50-13-19.

(g) — The judge in any superior court of competent jurisdiction within this state may order the euthanasia of a dog if the court finds, after notice and opportunity for a hearing as provided by this article, that the dog has seriously injured a human or presents a danger to humans not suitable for control under this article and:

(1) — The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog; or

(2) — Any local government authority has filed with the court a civil action requesting euthanasia of the dog.

(h) — A dog that is found, after notice and opportunity for a hearing as provided by this article, to have caused a serious injury to a human on more than one occasion shall be euthanized;

provided, however, that no injury occurring before July 1, 2012 shall count for purposes of this subsection.

State law reference(s)—Responsible Dog Ownership Law. OCGA § 4-8-20 et seq.

~~Sec. 4-1-9. Requirements for possessing a vicious or dangerous dog.~~

~~(a) — It shall be unlawful for an owner to have or possess within this state a vicious or dangerous dog without a certificate of registration issued in accordance with the provisions of this Code. Certificates of Registration shall be nontransferable and shall only be issued to a person (18) years of age or older.~~

~~(b) — Unless otherwise specified by this Code section, a certificate of registration for a vicious or dangerous dog shall be issued only if the dog control officer determines that the following requirements have been met:~~

~~(1) — The owner has an enclosure designed to securely confine the vicious or dangerous dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious or dangerous dog from leaving such property; and~~

~~(2) — Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;~~

~~(3) — A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dangerous or vicious dog;~~

~~(c) — Except as provided in subsections (d), (e) and (f) of this Code section, a certificate of registration for a vicious dog shall be issued only if the dog control officer determines that the additional requirements have been met:~~

~~(1) — The owner maintains and can provide proof of general or specific liability insurance in the amount of at least (\$50,000.00) issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.~~

~~(d) — No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.~~

~~(e) — No person shall be the owner of more than one vicious dog.~~

~~(f) — No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:~~

~~(1) — A serious violent felony as defined in OCGA § 17-10-6.1; or~~

~~(2) — The felony of dogfighting as provided for in OCGA § 16-12-37 or the felony of aggravated cruelty to animals as provided for in OCGA § 16-12-4; or~~

~~(3) — A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in OCGA §§ 16-13-31 and 16-13-31.1 from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.~~

~~(g) — Certificates of registration shall be renewed on an annual basis. The owner of a vicious or dangerous dog shall pay an annual registration fee at the time the certificate of registration is issued. The annual registration fee shall be in the amount of one hundred dollars (\$100.00).~~

~~Certificates of registration shall be renewed in the month of the initial registration. At the time of renewal of a certificate of registration for a vicious or dangerous dog, a dog control officer shall verify that the owner is continuing to comply with provisions of this article. Failure to renew a certificate of registration within (10) days of the renewal date or initial classification date shall constitute a violation of this article.~~

(h) — ~~The owner of a vicious or dangerous dog shall notify the dog control officer within (24) hours if the dog is on the loose or has attacked a human and shall notify the dog control officer within (24) hours if the dog has died or has been euthanized.~~

(i) — ~~A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished for euthanasia to a governmental facility or veterinarian.~~

(j) — ~~The owner of a vicious or dangerous dog who moves from one jurisdiction to another within the State of Georgia shall register the vicious or dangerous dog in the new jurisdiction within ten days of becoming a resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into this state shall register the dog as required within 30 days of becoming a resident.~~

(k) — ~~Any dog classified prior to July 1, 2012 as a potentially dangerous dog shall on and after that date be classified as a dangerous dog under this article.~~

(l) — ~~Any dog classified prior to July 1, 2012 as a dangerous dog in this state shall on and after that date be classified as a vicious dog under this article.~~

(Ord. No. 7524 , § 2(exh. B, § 4-1-9), 2-16-2016)

Sec. 4-1-10. Restrictions on permitting vicious or dangerous dogs outside of a proper enclosure.

(a) — ~~It shall be unlawful for an owner of a vicious or dangerous dog to permit the dog to be outside a proper enclosure unless:~~

(1) — ~~The dog is muzzled. The muzzle shall be made in a manner that will prevent the dog from biting any person but not cause injury to the dog nor interfere with its vision or respiration, or~~

(2) — ~~The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or~~

(3) — ~~The dog is contained in a closed and locked cage or crate.~~

(b) — ~~It shall be unlawful for an owner of a vicious or dangerous dog to permit the dog to be unattended with a minor.~~

(Ord. No. 7524 , § 2(exh. B, § 4-1-10), 2-16-2016)

Sec. 4-1-11. Confiscation of dogs; grounds; disposition.

(a) — ~~A vicious dog shall be immediately confiscated by the dog control officer or by a law enforcement officer or any other person authorized by the dog control officer if:~~

(1) — ~~The dog is not validly registered as required by this article; or~~

(2) — ~~The dog is not maintained in a proper enclosure as defined in the article; or~~

(3) — ~~The dog is outside a proper enclosure in violation of this article.~~

(b) — ~~In addition, a vicious dog shall be confiscated in the same manner as a dangerous dog if the owner of the dog does not secure and maintain the liability insurance required by this article.~~

(c) — ~~Any dog that has been confiscated under the provision of this section shall be returned to its owner upon the owner's compliance with the provisions of this article as determined by the dog control officer and upon the payment of reasonable confiscation and housing costs. All fines and all charges for services performed by a law enforcement or dog control officer shall be paid prior to owner's recovery of the dog. In the event the owner has not complied with the provisions of this section within twenty (20) days of the date the dog is confiscated, the dog shall be destroyed in an expeditious and humane manner and the owner shall be required to pay all fines, costs of housing, and euthanasia.~~

(d) — ~~Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.~~

(Ord. No. 7524 , § 2(exh. B, § 4-1-11), 2-16-2016)

Sec. 4-1-12. Violations; penalties.

(a) — ~~The owner of a classified dog who violates the applicable provisions of this article or whose classified dog is subject to confiscation under subsection of this article shall be guilty of a misdemeanor.~~

(b) — ~~Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.~~

(c) — ~~A refusal to surrender a dog subject to confiscation shall be a violation of this article.~~

(Ord. No. 7524 , § 2(exh. B, § 4-1-12), 2-16-2016)

Sec. 4-1-13. Nuisance.

(a) — ~~No person shall keep or maintain, or cause or permit to be kept or maintained, upon any premises, any dog which by habitual and continual barking, howling, baying, or whining shall disturb the peace and comfort of any neighborhood or interfere with the reasonable and comfortable enjoyment of life or property by any person.~~

(b) — ~~No person shall allow their dog individually or in combination with another dog or dogs together make, any noises or disturbances by barking, howling, yelping, whining or other utterance which is audible beyond the premises on which the dog is kept, for a consecutive period in excess of twenty (20) minutes during the day (7 A.M. to 9 P.M.) or for a consecutive period in excess of ten (10) minutes during the night (9:01 P.M. to 6:59 A.M.) and/or a cumulative period in excess of one hundred twenty (120) minutes during any twenty four (24) hour period.~~

(c) — ~~No person shall keep or maintain, or cause or permit to be kept or maintained, any dog owned by him or in his possession or under his control which habitually commits a nuisance upon the property of any other person.~~

(d) — ~~No person shall keep or maintain, or cause or permit to be maintained, any aggressive threatening dog on a property that is charging a fence that the animal can reasonably jump over and that is deemed a danger to the neighbors or public by both an animal services officer as well as one of the following: an animal services field supervisor, the Director of Animal Services (or the Director's designee). Owners of such dogs must eliminate the threat created thereby in one of the following ways:~~

(1) — ~~Immediately remove the dog from the premises; or~~

(2) — ~~Enclose the dog in an enclosure designed to securely confine such dog on the owner's property, indoors, or in a securely locked and enclosed pen, or structure suitable to prevent such dog from leaving such property; or~~

(3) — ~~Install a dig proof fence of sufficient height so that such dog cannot jump over it or otherwise escape; or~~

(4) — ~~Use another method as permitted by this Code to secure such dog so that it cannot escape.~~

(e) — ~~No person shall keep or maintain, or cause to be kept or maintained, any unconfined dog which habitually attacks, or barks at passing pedestrians, vehicles, or other users of the public sidewalks, streets and highways.~~

(f) — ~~The owner or possessor of every animal shall be responsible for the immediate removal of any excrement deposited by their animal on public walks, recreation area, or private/public property, or city owned buildings.~~



(g) — ~~No citation for violation of this Section shall be issued unless at least one written warning, signed by an Augusta Animal Control Officer or Law Enforcement Officer and at least one Complaint, has been issued to an owner or keeper of the dog or dogs that have exceeded the noise limits. Such written warning shall contain the date and time when the violation occurred and a brief explanation of the nature of the noise Complaint. Once a written warning has been issued, a citation may be issued for any violations that occurred seven (7) or more days after the written warning without the necessity of an additional warning.~~

(h) — ~~A citation shall be issued; or finding for a violation of this Section only where at least one complaining witnesses has signed Complaint; except that only a citation may be issued under either of the following circumstances:~~

1) — ~~An Animal Control Officer or Law Enforcement Officer has personally investigated the Complaint of a single complainant and observed the nature and duration of the behavior exhibited and/or noise created by the dog and can testify as to such observation, or~~

2) — ~~A complainant has presented to the Animal Control Officer or Law Enforcement Officer at the time of the Complaint other credible and admissible corroborative evidence of the alleged violation such as a video recording with a date stamp.~~

(i) — ~~Any person who violates any provisions of this Section shall be guilty of a misdemeanor. Each and every violation of the provisions of this Section shall constitute a separate offense.~~

(j) — ~~To file a complaint against a neighbor whose dog barks excessively or at inappropriate hours, contact Augusta Animal Services to report the barking dog.~~

(Ord. No. 7524 , § 2(exh. B, § 4-1-13), 2-16-2016)

Secs. 4-1-14 thru 4-1-15. Reserved.

## ARTICLE 2. ANIMALS

### Sec. 4-1-16. Definitions.

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Abandoned an animal shall be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter, for a period in excess of (48) hours, regardless of where such animal may be found or kept.~~

~~Animal Services Advisory Board shall include the following Animal Control Advisory Board, the Animal Control Board, the Dangerous Dog Board, the Dangerous Dog Control Board, and the Authority referenced in AUGUSTA, GA CODE Sec. 4-1-8.~~

~~Augusta, Georgia shall be defined to include all areas within the territory limits of Richmond County, Georgia, except those excluded by federal or state law.~~

~~Classified dog means any dog that has been classified as either a dangerous dog or vicious dog pursuant to the Responsible Dog Ownership Law OCGA § 4-8-21.~~

~~Cruelty means causing death or unjustifiable pain or suffering to an animal by any act, omission, or neglect.~~

~~Dog Park means a place recognized and operated as a secure place where dogs are allowed to play without a leash, so long as Handlers of such dogs comply with Dog Park Rules.~~

~~Domestic animals. Dogs and cats and other animals that live and breed in a tame condition.~~

~~Ear Tip. A mark identifying a feral cat as being in a TNR program, specifically, the removal of approximately three eighths of an inch off the tip of the cat's left ear in a straight line, while the cat is anesthetized.~~

~~Feral Cat Caregiver. Any person, who in accordance with a good faith effort to trap, neuter, vaccinate and return the feral cat, provides volunteer care to a feral cat.~~

~~Handler. Any owner or other person responsible for a dog utilizing the off leash area of a Dog Park. A Handler must be age eighteen (18) years or older.~~

~~Livestock. All animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, and other grazing animals.~~

~~Owner means any person or any legal entity, owning, possessing, harboring, keeping, or having custody or control of an animal. In the case of animals owned by a minor, the term "owner" includes the parents or person in custody of the minor. Owner does not include any person caring for a feral cat as a feral cat caregiver.~~

~~Public roads. Any street, road, highway, or way, including the full width of the right of way, which is open to the use of the public for vehicular travel.~~

~~Running at Large or Straying means any animal which is not under manual control of a person and which is on any public road or street of Augusta, Georgia, or on any property not belonging to the owner of the animal, unless by permission of the owner of such property.~~

~~Sanitary conditions means an animals' living space, shelter, or exercise area that is not contaminated by health hazards, waste, irritants, pollutants, items, or conditions that endanger or pose a risk to an animal's health.~~

~~Trap Neuter Return/TNR. A non-lethal approach to feral cat population control where feral cats are humanly trapped, sterilized, vaccinated, ear tipped and returned to the location where they were originally trapped.~~

~~Urban Services District. That area coterminous with the boundaries of former City of Augusta, Georgia as said boundaries existed as of December 31, 1995.~~

~~(Ord. No. 7041, § 1, 4-1-2008; Ord. No. 7524, § 4(exh. D, § 4-1-16), 2-16-2016)~~

#### ~~Sec. 4-1-17. Vaccination; when required.~~

~~(a) — No owner shall own any dog or cat over four (4) months of age within Augusta-Richmond County unless such dog or cat is vaccinated. The provisions of this section do not apply to animals owned by a licensed research facility or held in a veterinary medical facility or government-operated or licensed animal shelter. All dogs and cats shall be vaccinated against rabies by a licensed veterinarian, in accordance with the latest Compendium of Animal Rabies Vaccines and Recommendations for Immunization published by the National Association of State Public Health Veterinarians.~~

~~(b) — No person shall vaccinate dogs or cats against rabies who is not licensed to practice veterinary medicine.~~

#### ~~Sec. 4-1-18. Evidence of vaccination.~~

~~(a) — Certificate of vaccination. Evidence of vaccination shall consist of a certificate of vaccination. The certificate with each item answered shall be prepared in triplicate and signed by the veterinarian administering the vaccine. One (1) copy of the certificate shall be given to the owner, one (1) copy filed with the Richmond County health department, and one (1) copy retained by the veterinarian. Any veterinarian is authorized and required in connection with his practice to issue certificates of vaccination and vaccination tags. The certificates of vaccination~~

furnished to the Richmond County health department shall be maintained in an orderly indexed file for a period of not less than three (3) years.

(b) — Vaccination tags. Coincident with the issuance of the certificate of vaccination, the person authorized to furnish the certificate shall also furnish to the owner of the vaccinated dog or cat a serially numbered tag bearing the same number as the certificate and the year thereon to be attached to the collar or harness worn by the dog or cat for which the certificate has been issued.

(c) — Where three-year vaccine used. When the animals have been vaccinated with a three-year rabies vaccine, the director may issue or cause to be issued an annual certificate of vaccination and a rabies vaccination tag each year for the two (2) additional years of the three-year vaccination period provided the Richmond County health department's file copy of the certificate of vaccination shows that the animals have been given a three-year rabies vaccine; in the event the Richmond County health department's file copy of the certificate of vaccination is unavailable, the owner's copy or the veterinarian's copy of same may be substituted therefor.

Sec. 4-1-19. Collar required, unauthorized removal of collar.

(a) — Collar required. It shall be unlawful for the owner of any dog in Augusta to allow such animal to be without a collar. Identification and rabies vaccination tag are not required to be attached to training collar and/or choke collars.

(b) — It shall be the duty of each dog owner to provide a collar with identification as provided herein and inoculation tag for each animal, except when such animal is under immediate control of the owner and is participating in an animal show or exhibition.

(c) — It shall be unlawful for any person to remove a collar from any animal without the consent of its owner or possessor, unless under the control of the animal services department.

(d) — Any animal shipped or transported through or entering Augusta only for the purpose of a temporary stay, when such stay shall not exceed fifteen (15) days, (ex: circus, futurity animals) shall be exempt from collar and tag sections of this article. However, all other provisions of Federal, state, and local laws are applicable to such transient animals.

(Ord. No. 7524, § 5(exh. D), 2-16-2016; Mo. of 3-26-2019)

Sec. 4-1-20. Unauthorized attachment and removal of tags, collars.

It shall be unlawful for any person to attach a vaccination tag to any dog for which it was not issued, or to remove a vaccination tag or collar from a dog without the consent of its owner or custodian.

Sec. 4-1-21. Duty of owner to keep dog and cat under control; stray animals prohibited.

(a) — It shall be unlawful for any animal to be out of control and/or unattended off the premises of its owner, and/or upon the premises of another person without the permission of such other person. This section shall not apply to those dogs which are actively engaged in hunting or field trials, dogs in off-leash dog parks or to those dogs and cats which are participating in animal shows or exhibitions.

(b) — An animal is considered not under restraint or under immediate control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the animal from leaving the real property limits of its owner, possessor, or custodian, and to ensure that:

(1) — ~~It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, and that such enclosure is securely locked at any time the animal is left unattended; or~~

(2) — ~~It is on a leash and under the immediate control of an owner, or it is off leash and obedient to and under voice command of the owner who is in the immediate proximity of the animal any time it is not restrained as provided for in subsection (1) while on the owner's property. Vicious Dogs require adult supervision at all times.~~

(c) — ~~The owner or custodian exercising care and control over any animal which while off the owner's or custodian's property causes injury, death, or damage directly or indirectly to any livestock, poultry, or pet animal shall be liable to the owner of such livestock, poultry, or pet animal for injury, death, or damage caused by said animal. The owner or custodian of said animal shall be liable for any damage caused by such animal to public or private property. The liability of the owner or custodian of the animal shall include consequential damages.~~

(d) — ~~This section is to be considered cumulative of other remedies provided by law. There is no intent to eliminate or limit other causes of action which might attach to the owner of any livestock, poultry, or pet animal.~~

(e) — ~~Augusta, Georgia does not sanction Trap Neuter Return/TNR programs at this time, in the interest of reducing the outside cat population and the admission and euthanasia rates at the municipal shelter, Augusta, Georgia will not pursue outdoor cats without complaints.~~

~~(Ord. No. 7041, § 1, 4-1-2008; Ord. No. 7524, § 6(exh. E), 2-16-2016)~~

~~Sec. 4-1-22. Dogs on public streets to be on leash, etc.~~

~~It shall be unlawful for any dog to be upon the public streets, except on a leash and accompanied by an individual, or except when enclosed within a vehicle, cage, carton, crate, box or other suitable container to prevent escape.~~

~~Sec. 4-1-23. Impounding dogs and cats at large.~~

~~Any and all dogs and cats found running at large upon public places (other than Dog Parks) or found on the premises of another in violation of this Article shall be immediately impounded by the Animal Control Department of Augusta-Richmond County.~~

~~(Ord. No. 7041, § 1, 4-1-2008)~~

~~Sec. 4-1-24. Impounding dogs and cats where owner unknown.~~

~~In the event the owner of a dog or cat is not known and such animal is upon the streets, alleys, sidewalks, school grounds, public places, or premises of another, any law enforcement officer or agent or employee duly authorized by Augusta-Richmond County shall be authorized to take possession of such dog or cat and impound it in Augusta-Richmond County Animal Control Department shelter for detention, control and disposition as provided in this Article.~~

~~Sec. 4-1-25. Disposition of impounded animals.~~

(a) — ~~It shall be the duty of the Augusta Animal Services Department officers to impound any dangerous, vicious, guard, or protection dogs not confined, chained or muzzled as provided in the section; any female dog while in estrus not confined within an enclosure which can reasonably be expected to keep away or not attract male dogs; any animal not wearing the rabies inoculation tag required by state statute or local ordinance; any abandoned animal; any prohibited animal and any animal unrestrained in Augusta.~~



(b) — ~~The personnel of the animal services department shall not return to the owner any animal impounded until such time as the owner has paid all fees and charges assessed.~~

(c) — ~~Impounded dogs and cats will be vaccinated for rabies if no proof of current vaccination exists at the owner's expense.~~

(d) — ~~Any impounded animal not claimed within five (5) business days of impoundment shall be considered relinquished to the Augusta Animal Services Department, in which event all rights of ownership shall vest in Augusta, Georgia and the owner shall have no further claim to such animal.~~

~~The Augusta Animal Services Department shall make a concerted effort to contact the owner of any impounded animal using microchip technology, animal collar and tags, rabies shot records and any other sources such as neighbors and neighborhood contacts.~~

(e) — ~~Augusta, Georgia shall have the exclusive right to dispose of all animals that have been deemed relinquished in any manner deemed appropriate in accordance with this chapter.~~

~~(Ord. No. 7524 , § 7(exh. F), 2-16-2016; Mo. of 3-26-2019)~~

#### ~~Sec. 4-1-26. Abandonment.~~

~~No person shall release an animal on any property, public or private, with the intention of abandoning the animal.~~

~~(Ord. No. 7524 , § 8(exh. G), 2-16-2016)~~

#### ~~Sec. 4-1-27. Cruelty to animals.~~

(a) — ~~Prohibited acts. No person shall, by his act, omission or neglect, cause unjustifiable physical pain, suffering or death to any living animal. This section does not apply to killing of animals raised for the purpose of providing food, nor does it apply to any person who hunts wild animals in compliance with the fish and game laws of this state. Killing or injuring an animal for humane purposes or in the furtherance of medical or scientific research is justifiable.~~

(b) — ~~Permitted acts. No person shall be liable for killing or otherwise performing a cruel action on any animal when such person is:~~

(1) — ~~Defending his or her person or property, or the person or property of another from injury or damage being cause by that animal; or~~

(2) — ~~Defending against injury or damage to any livestock, poultry or pet animal.~~

(c) — ~~Any animal impounded as a result of cruelty, abuse, neglect, or any other reason defined by OCGA § 16-12-4 or by this chapter as inhumane treatment may be retained by Augusta Animal Services until such time as the case is disposed of by the judge of any court of competent jurisdiction within the state capable of hearing the matter.~~

(d) — ~~Physical abuse. It is unlawful for any person to willfully or maliciously kill; maim; disfigure; torture; beat with a stick, chain, club or other object; mutilate, burn or scald with any substance; drive over or otherwise cruelly set upon any animal; except that reasonable force may be employed to drive off vicious or trespassing animals.~~

(e) — ~~Failure to care for and maintain.~~

~~It is unlawful for any person to fail, refuse or neglect to provide any animal in his charge or custody, as owner, with proper food, water, shelter, or necessary veterinary medical attention appropriate to the circumstances. Any animal habitually kept outside shall be provided with a structurally sound, weatherproof enclosure, large enough to accommodate the animal and which meets all requirements established by the Richmond County Health Department guidelines regarding same.~~

Necessary veterinary medical attention means medical care of an animal from or under the direction of a veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent the animal from suffering from; infection, infestation, disease; or any other medical condition/injury where withholding or neglecting to provide such care would endanger the health or welfare of the animal or promote the spread of communicable disease.

(f) — No animal shall be transported in the trunk of a vehicle or under a pick-up truck's bed cover or "low profile" cover.

(g) — Authority of animal services department in case of animal neglect. Whenever the Animal Services department finds that any animal is or will be without proper care because of injury, illness, incarceration or other voluntary absence of the owner or person responsible for the care of such animal, the Animal Services department may pick up such animal for protective care; and in the event of sickness or injury, the Animal Services department may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal. In the event such animal is later released to its owner, in the discretion of the Director of Animal Services or his or her designee, said owner shall be required to reimburse the Animal Services Department for any expenses incurred in taking any action to care for said animal.

(Ord. No. 7524, § 9(exh. H), 2-16-2016)

Sec. 4-1-28. Permitting female dog in heat to roam free.

All female dogs in heat shall be restrained such that they cannot roam or run free beyond the limits of the property of their owners. It shall be unlawful for the owner or person responsible for the care of such animal not to so restrict or confine said female dog.

Sec. 4-1-29. Disposal of dead animals.

(a) — It shall be unlawful for any person who owns or is caring for an animal which has died or has been killed to abandon the dead animal. Such person shall dispose of the dead animal as provided for in this Code Section or in accordance with Federal or state law. Dead animals shall not be abandoned in wells, open pits, or surface waters of any kind on private or public land.

(b) — No person shall dispose of a dead animal on the land of another without the permission of the owner of the land.

(c) — Dead animals must be properly buried, incinerated, or disposed of at the Augusta Deans Bridge Road Municipal Solid Waste Landfill.

(d) — It shall be unlawful for the owner of any dead animal carcass to allow the same to remain on the property without disposing of same as provided for herein. If any such owner violates this section, the Commission, through its agents and employees, shall proceed to remove and dispose of such dead animal carcass, and the owner shall be liable for repayment of all fees for such removal and disposal.

(e) — Dead livestock, including horses, cattle and any other large animals must be disposed of by the animal owner or property owner at the Augusta Deans Bridge Road Municipal Solid Waste Landfill. All expenses associated with disposal shall be the responsibility of the animal owner or property owner.

(f) — Methods which can be used for disposal of dead animals are burial, incineration in an approved incinerator, or disposed of at the Augusta Deans Bridge Road Municipal Solid Waste Landfill. Disposal of animal carcasses by either of the approved methods must be completed within (12) hours after death or discovery. If incineration is chosen, the entire carcass must be

~~reduced to ashes in the incineration process. Carcasses which are buried must be buried at least three feet below the ground level, have not less than three feet of earth over the carcass, and must not contaminate ground water or surface water.~~

~~State law reference(s) — Dead Animal Disposal Act, O.C.G.A. § 4-5-1 et seq.  
(Ord. No. 7524, § 10(exh. I), 2-16-2016)~~

~~Sec. 4-1-30. Urban Services District declared bird sanctuary.~~

~~The territory within the Urban Services District is hereby declared to be a bird sanctuary.~~

~~Sec. 4-1-31. Killing, etc., wild or migratory birds.~~

~~It shall be unlawful for any person to maim, kill or in any manner injure any wild or migratory bird within the Urban Services District.~~

~~Sec. 4-1-32. Trapping wild birds; robbing nests.~~

~~It shall be unlawful for any person to trap any mocking bird or any other wild bird, or rob the nests thereof of eggs or young, in any of Augusta-Richmond County cemeteries or upon or around the basin, reservoir or pumping station of the waterworks, or elsewhere within the Urban Services District.~~

~~Sec. 4-1-33. Fowl running at large.~~

~~It shall be unlawful for chickens, geese, ducks or other fowl to run at large upon the streets or in the confines of public or private parks of Augusta-Richmond County.~~

~~Sec. 4-1-34. Dog parks and dog park rules.~~

~~Anyone using any Augusta-Richmond County Dog Park must comply with the Dog Park Rules provided in this code section as well as any other Dog Park Rules posted at a particular Dog Park facility. It shall be unlawful for anyone to violate Dog Park Rules. Anyone who fails to comply with Dog Park Rules is subject to removal and suspension from all Dog Parks. In addition, any person or persons failing to comply with any Dog Park rules shall be guilty of an offense, and upon trial as a misdemeanor and conviction, shall be subject to the penalties provided by Code section 1-6-1. Dog Park rules are as follows:~~

~~(a) — Dog Parks shall only be used during normal hours of operation.~~

~~(b) — Handlers who chose to off-leash their dog (at their own risk) may do so in the designated area of the park only.~~

~~(c) — Handlers must be at least eighteen (18) years old.~~

~~(d) — Handlers are legally and personally responsible for all damages/injury caused by the dog under their control.~~

~~(e) — All Dog Parks shall be equipped with a double gate entrance, such that dogs cannot sneak out of the Dog Park while Handlers come in and out of the Dog Park. All persons entering a Dog Park must keep Dog Park gates closed at all times.~~

~~(f) — Handlers must clean up after their dog and properly dispose of waste.~~

~~(g) — Dogs must have current rabies vaccinations and wear current tags.~~

~~(h) — Off-leash Dog Park is for dogs, Handlers and those accompanying them; no other use is allowed.~~

~~(i) — No animals other than dogs are permitted in the Dog Park.~~

- ~~(j) — Dogs must be leashed when entering and existing any Dog Park. Handlers must carry a leash at all times while in a Dog Park.~~
  - ~~(k) — Handlers must remain in the Dog Park and monitor their dog's behavior and stay within view and voice command at all times.~~
  - ~~(l) — Aggressive dog behavior is not allowed. Any dog exhibiting aggressive behavior toward people and other dogs is to be leashed and removed from the park immediately.~~
  - ~~(m) — Handlers must stop their dogs from digging immediately and fill in all holes.~~
  - ~~(n) — Female dogs "in heat" are not permitted in any Dog Park.~~
  - ~~(o) — Children under sixteen (16) must be accompanied by an adult. Children should not run with the dogs or chase them while in a Dog Park. Dog Parks are playgrounds for dogs, not children.~~
  - ~~(p) — Each adult Handler may bring a maximum of two (2) dogs into a Dog Park at the same time.~~
  - ~~(q) — Puppies under 4 months of age are prohibited from the Dog Parks.~~
  - ~~(r) — Smoking is prohibited in all areas of all Dog Parks.~~
  - ~~(s) — All food (human and dog) are prohibited except for training treats.~~
  - ~~(t) — All glass containers and bottles are prohibited.~~
  - ~~(u) — Alcoholic beverages are prohibited at all times.~~
  - ~~(v) — Grooming of dogs at dogs parks is prohibited.~~
  - ~~(w) — All spike collars must be removed prior to entry into any Dog Park.~~
  - ~~(x) — All Augusta Richmond County Dog Parks are subject to patrol by police authorities, animal services and City Staff.~~
  - ~~(y) — Dogs are not allowed in the water features, ponds or fountains of any Dog Park, unless it is specifically designated for dogs to use.~~
- ~~(Ord. No. 7041, § 2, 4-1-2008)~~

~~Sec. 4-1-35. Unattended animals in motor vehicles.~~

- ~~(a) — It shall be unlawful for a person to confine an animal in a stationary or parked vehicle or other enclosed space in such a way as to endanger the animal's health, safety, or welfare. It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined in a parked or standing vehicle for a period of five or more minutes when the ambient outside air temperature measures above eighty five degrees Fahrenheit or below thirty five degrees Fahrenheit.~~
- ~~(b) — The actions prohibited by this ordinance are in addition to any prohibitions existing elsewhere in this Code or any applicable state or federal law. Nothing in this section shall be construed to limit any duty imposed on any owner by any other provision of this Code or any applicable state or federal law.~~
- ~~(c) — Public safety officers, including animal control officers, law enforcement officers, firefighters, or rescue team personnel, shall have the authority to seize any animal that is the subject of any violation of this ordinance if doing so is believed to be necessary to protect the animal's health, safety, or welfare.~~
- ~~(d) — If a public safety officer personally witnesses a violation of any provision of this ordinance he or she may use whatever means are reasonably necessary, including entry of the vehicle, to remove an animal from such jeopardy and may impound said animal and secure medical treatment for said animal as needed at the owner's expense. Safety officers may take~~



possession of any deceased animal found in any stationary or parked vehicle for purposes of determining the cause of death in question pursuant to animal neglect or cruelty of this Code.

(e) — ~~Animal control officer, law enforcement officer, firefighter, or rescue team personnel should then leave notification for the driver of the vehicle after the animal is removed from the stationary or parked vehicle or other enclosed space. The public safety officer shall remand the animal to the custody of Augusta, Georgia Animal Services Department if the officer is unable to locate the owner or other person responsible for the animal or if the circumstances in which the animal was found posed an imminent danger to the animal.~~

(f) — ~~Safety officers, including law enforcement officers, firefighters, and rescue team personnel shall not be liable in any civil action to any party for any act performed in good faith under this section.~~

(g) — ~~Penalty for violation of article. Leaving an animal unattended, or otherwise violating this code section is a misdemeanor punishable by a fine of up to \$1,000 and/or imprisonment in the Augusta, Georgia jail for a period not in excess of sixty (60) days.~~

~~(Ord. No. 7422 , § 1(exh. B), 6-18-2013)~~

~~Sec. 4-1-36. Duty of owner to keep dangerous or vicious animals under control.~~

(a) — ~~Dangerous Dog means any dog that causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;~~

(b) — ~~Aggressively attacks in a manner that causes a person to reasonably believe that the dog poses an immediate threat of serious injury to such person or another person although no injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or~~

(c) — ~~While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog. The term "dangerous dog" shall not include the following:~~

(1) — ~~A dog that is in the act of use by a law enforcement or military officer to carry out the law enforcement or military officer's official duties.~~

(2) — ~~A dog that inflicts an injury upon a person who, at the time, was committing a willful trespass or other tort, or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime, under Chapter 5 of Title 16 of the Official Code of Georgia Annotated.~~

(d) — ~~It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:~~

(1) — ~~The dog is restrained by a secure collar and leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or~~

(2) — ~~The dog is contained in a closed and locked cage or crate; or~~

(3) — ~~The dog is working or training as a hunting dog, herding dog, or predator control dog.~~

(e) — ~~Vicious Dog means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack. The term shall not include the following:~~

(1) — A dog that is in the act of use by a law enforcement or military officer to carry out the law enforcement or military officer's official duties.

(2) — A dog that inflicts an injury upon a person who, at the time, was committing a willful trespass or other tort, or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime, under Chapter 5 of Title 16 of the Official Code of Georgia Annotated.

(f) — It shall be unlawful for an owner of a vicious dog to permit the dog to be:

(1) — Outside an enclosure designated to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property unless:

(A) — The dog is muzzled and restrained by a leash not to exceed six (6) feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or

(B) — The dog is contained in a closed and locked cage or crate;

(2) — Unattended with minors.

(g) — A person who violates subsections (d) or (f) of this Code section shall be guilty of a misdemeanor.

(h) — An enclosure designed to securely confine a Vicious Dog is a pen or kennel of adequate size to humanely confine the dog. The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides. The sides must either be buried two feet into the ground or sunken into a concrete pad. The gate to the kennel or pen shall be inward-opening and shall be kept locked except when tending to the animal's needs such as cleaning the kennel or pen or providing food and water.

Outdoor Enclosure means a sufficient safe space for adequate exercise suitable to the age, size, species and breed of animal. For dogs, adequate space means an enclosure with a minimum of 100 square feet per dog.

(i) — A vicious dog shall be immediately confiscated by an Animal Services or law enforcement officer if the vicious dog is not controlled or maintained by its owner as described above in AUGUSTA GA, CODE Sec.'s. 4-1-21 and 4-1-36; or if the vicious dog is outside a proper enclosure in violation of this article. Upon impounding a vicious dog for any reason, the Animal Services unit may for reasons of public safety, retain the animal at the impoundment facility until disposition by the appropriate court.

(j) — Any dog deemed dangerous or vicious cannot be reclaimed by its owner until such time as the requirements of OCGA 4-8-27 and AUGUSTA, GA Code Sec. 4-1-36(d) regarding the possession of a dangerous or vicious dog have been satisfied. Owners are responsible for the payment of all cost associated with the animals confinement. If such requirements are not met within (5) business days of impoundment, the dog shall be deemed permanently relinquished to the Augusta Animal Services Department and may be destroyed in an expeditious and humane manner.

(k) — Guard or protection dog means any dog which has been trained to attack persons or other animals independently or upon oral command and any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and or within which it is located.

(1) — Owners or custodians of any guard or protection dog must confine all such dogs within a perimeter fence and meet the following conditions, unless the dog is otherwise restrained as provided for in AUGUSTA, GA CODE Sec. 4-1-21.

(a) — The fence shall be sufficient to prevent the dog's escape, with all points of ingress and egress securely locked at all times.

(b) — A "beware of dog" sign shall be conspicuously displayed on each exterior side of the enclosure for each 50 feet of enclosure, minimum of two, as well as a sign on each ingress or egress point to the enclosure. Signs shall be a minimum of ten (10) inches high and fourteen (14) inches long.

(c) — The owner or custodian shall, prior to placing dogs on property, have the dog(s) microchip registered, at his/her own expense, and provide the registration number to the Animal Services Department.

(d) — The owner or custodian shall report to the department of Animal Services within twenty four (24) hours of any of the following:

- i. — Escape of the dog;
- ii. — An attack on a human or animal by the dog;
- iii. — Transfer of ownership of the dog;
- iv. — Death of the dog.

(f) — Any public safety officers, including animal control officers shall have the authority to enter onto private or public property for the purpose of ensuring compliance with the provisions of this chapter.

(Ord. No. 7524, § 11(exh. J, § 4-1-36), 2-16-2016)

#### Sec. 4-1-37. Tethering.

Dogs may be tethered outside so long as the owner remains outside with the dog and maintains the animal within the owner's line of sight.

#### Sec. 4-1-38. Interference with animal control officers.

This chapter may be enforced by any employee of the Augusta Animal Services Department or any peace officer. Violators may be issued citations as provided by OCGA §§ 15-10-62 and 15-10-63.

(a) — In the performance of his duties pursuant to the provisions of this subchapter, any animal control officer or any law enforcement officer assisting in enforcing this subchapter may use such force as is necessary to defend themselves from attack by an animal. Provided, however, that all efforts shall be made to impound an animal without undue harm, injury or danger to the animal, the officer, or to other persons and property.

(b) — It shall be unlawful for any person to interfere with, hinder or molest an animal control officer or other authorized officer in the performance of their duty, or seek to release any animal in the custody of the animal care and control department.

(c) — Any animal control officer is hereby authorized to enter upon any property for the purpose of investigating alleged violations of this chapter, or to seize and impound any animal found to be in violation of this subchapter. The animal care and control department may use any appropriate means necessary to remove an animal in distress locked in a closed vehicle and the operator of the said vehicle shall be charged with cruelty to animals.

#### Sec. 4-1-39. Reserved.

#### Sec. 4-1-40. Reserved.

#### Sec. 4-1-41. Change in address/ownership.

The residence address of the owner shall be presumed to be the custodial location of the animal. A permit or license holder shall notify the Augusta Animal Services Department in writing of any change of ownership of a dog or cat within (30) calendar days following such change.

~~Sec. 4-1-42. Breeding of animals.~~

(a) ~~— Hobby breeders are governed by the licensing and record keeping regulations of the Georgia Department of Agriculture, O.C.G.A. § 40-13-13 et seq., and by relevant provisions of the Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq., and all other applicable laws.~~

(b) ~~— Backyard breeders. It is unlawful for any person who does not hold a license from the Georgia Department of Agriculture to breed an animal if they are required to be licensed by the Georgia Department of Agriculture.~~

~~Sec. 4-1-43. Fees and fines.~~

The fees with respect to all services and licensing performed in connection with enforcement of this chapter shall be set by the Augusta Board of Commissioners from time to time. A copy of such fee schedule shall be posted at the Augusta Animal Services Department and may be changed at any time and from time to time as determined by the Commission.

(a) ~~— The fees established and collected under this chapter and pursuant to the State Dangerous Dog Control Law are not penalties but are imposed for the purpose of defraying expenses born by Augusta, Georgia for animal control and welfare under this chapter and are subject to change at any time.~~

(b) ~~— The personnel of the animal services department shall not return to the owner any animal impounded until such time as the owner has paid fees and charges assessed, and the owner has provided proof of current vaccination for rabies and licensing, before return the animal to owner.~~

(c) ~~— For all other animals impounded other than dogs or cats, the owner or custodian shall be charged the base fees, plus actual expenses and an additional ten (10) percent of both the base fee and actual expenses.~~

~~Sec. 4-1-44. Fee schedule.~~

~~Registration—Fees~~

~~Adoption—~~

~~Military/Senior Citizen—\$50.00~~

~~Male/Female Cat/Kitten—\$55.00~~

~~Male Dog/Puppy—\$65.00~~

~~Female Dog/Puppy—\$75.00~~

~~Domestic Impound\*\*~~

~~1st Offense—\$60.00~~

~~2nd Offense—\$125.00~~

~~3rd Offense—\$250.00~~

~~Livestock Impound—~~

~~1st Offense—\$300.00~~

~~2nd Offense—\$500.00~~

~~3rd Offense—\$700.00~~

~~Miscellaneous—~~

~~Daily Board of Impounded Animals—\$25.00~~

~~Rabies Vaccination of Impounded Animals—\$25.00~~



~~Owned Live Field Surrender \$50.00~~

~~Microchipping \$15.00~~

~~Spay/Neuter of Impounded Animals \$75.00~~

~~Fertility Testing of Impounded Animals \$30.00~~

~~Quarantine for Rabies Observation \$300.00~~

~~Euthanasia with owner transport (includes disposal) \$50.00~~

~~Euthanasia with Animal Services Pick-up (includes disposal) \$75.00~~

~~\*\*If livestock is small (goats, etc.) and can be transported via pickup truck or containment truck, domestic impound animal fees may apply.~~

~~Secs. 4-1-45—4-1-50. Reserved.~~

### ~~ARTICLE 3. LIVESTOCK~~

~~Sec. 4-1-51. Stock pens, etc., allowed by permission of Board of Health only; removal and abatement.~~

~~It shall be unlawful for any person to establish, keep or maintain any stock pen, or place of like character, for stock, cattle, hogs, sheep or goats, or any like purpose, in the Urban Services District, except by the permission and under the direction of the Board of Health. In place of any action imposing a fine, any court with jurisdiction to enforce this code may, acting under the provision made in O.C.G.A. § 41-2-5, order the abatement of such stock pen or like place. No case shall be tried under this section except upon institution and prosecution of it by the Board of Health.~~

~~Sec. 4-1-52. Livestock running at large or stray.~~

~~It shall be unlawful for any livestock to run at large or to stray upon the public roads of Augusta-Richmond County or any property not belonging to the owner of the livestock, except by permission of the owner of such property.~~

~~Sec. 4-1-53. Impoundment of livestock straying.~~

~~(a) — It shall be the duty of the Augusta Animal Services Department officers to impound livestock found to be running at large or straying.~~

~~(b) — Owners or possessors of livestock impounded for violation of this article or any state or federal law, will be charged in accordance with actual costs of impoundment, boarding fees and any veterinary costs.~~

~~(c) — Impounded livestock shall be held for a period of (15) days. If such impounded livestock is not claimed by the owner during that period of time, Animal Services Department will determine disposition of the livestock.~~

~~Sec. 4-1-54. Notice of impoundment of livestock.~~

~~Upon the impounding of any livestock by the Augusta-Richmond County Animal Control Department, said department shall notify the owner, advising such owner of the livestock that the animal is impounded at the shelter, the amount due as a result of such impounding, and that unless such livestock is redeemed within five (5) days from date of impoundment the livestock shall be offered for adoption. In the event the owner of such livestock is unknown or cannot be found, service upon the owner shall be obtained by publishing a notice one (1) time in a newspaper of general circulation where the livestock is impounded.~~

~~Secs. 4-1-55—4-1-60. Reserved.~~

### ~~ARTICLE 4. ENFORCEMENT~~

~~Sec. 4-1-61. Penalty.~~

~~Any person or persons failing to comply with the lawful provisions of this chapter or doing any act prohibited hereby or failing to do any act mandated hereby shall be guilty of an offense, and upon trial as a misdemeanor and conviction shall be subject to the penalties provided by Sec. 1-6-1.~~

~~Sec. 4-1-62—4-1-70. Reserved.~~

## ~~ARTICLE 5. STERILIZATION OF DOGS AND CATS~~

~~Sec. 4-1-71. Definitions.~~

~~As used in this Article, the term:~~

- ~~(a) — Animal shelter. Any facility operated by or under contract for the State or any county, municipal corporation, or other political subdivision of the State for the purposes of impounding or harboring seized, stray, homeless, abandoned, or unwanted dogs, cats, and other animals; any veterinary hospital or clinic operated by a veterinarian or veterinarians which operates for such purpose in addition to its customary purposes; and any facility operated, owned, or maintained by a duly incorporated humane society, animal welfare society, or other nonprofit organization for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals.~~
- ~~(b) — Humane society. Any unincorporated nonprofit organization existing for the purpose of prevention of cruelty to animals.~~
- ~~(c) — Public or private animal refuse. Harborers of unwanted animals of any breed, including crossbreeds, who provide food, shelter, and confinement for a group of dogs, a group of cats, or a combination of dogs and cats.~~
- ~~(d) — Sexually mature animal. Any dog or cat that has reached the age of one hundred eighty (180) days or six (6) months or more.~~
- ~~(e) — Sterilization. The surgical removal of the reproductive organs of a dog or cat in order to render the animal unable to reproduce.~~

~~Sec. 4-1-72. Sterilization required; exceptions.~~

- ~~(a) — Any public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuse shall make provisions for the sterilization of all dogs or cats acquired from such shelter, agency, society, or refuge by:~~
  - ~~(1) — Providing sterilization by a licensed veterinarian before relinquishing custody of the animal; or~~
  - ~~(2) — Entering into a written agreement with the person acquiring such animal guaranteeing that sterilization will be performed by a licensed veterinarian within thirty (30) days after acquisition of such animal in the case of an adult animal or within thirty (30) days of the sexual maturity of the animal in the case of an immature animal; provided, however, that the requirements of this Code section shall not apply to any privately owned animal which any such shelter, agency, society, or refuge may have in its possession for any reason if the owner of such animal claims or presents evidence that such animal is the property of such person.~~
- ~~(b) — All costs of sterilization pursuant to this Chapter shall be the responsibility of the person acquiring such animal and, if performed prior to acquisition, may be included in any fees charged by the shelter, agency, society, or refuge for such animal.~~
- ~~(c) — Any person acquiring an animal from a public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuse, which animal is not sterile at the time of acquisition, shall submit to the animal shelter, animal control agency, humane society, or public or private animal refuge a signed statement from the licensed veterinarian performing the sterilization required by paragraph (2) of~~

~~subsection (a) of this Code section within seven (7) days after such sterilization attesting that such sterilization has been performed.~~

~~(d) — Every public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuge selling or offering for sale or exchange any dog or cat shall maintain and furnish to any person acquiring an animal from such shelter, agency, society, or refuge a current list of veterinarians licensed in this State who have notified the shelter, agency, society, or refuge that they are willing to perform sterilizations and the cost for such procedures.~~

~~Sec. 4-1-73. Failure to comply.~~

~~It shall be a misdemeanor to fail or refuse to comply with the requirements of Sec. 4-1-72 and any person convicted of said misdemeanor shall be subject to a fine not to exceed two hundred dollars (\$200.00).~~

**Exhibit “2”**

Chapter 1 ANIMALS AND FOWL  
*ARTICLE 1. IN GENERAL*

Sec. 4-1-1. Short title.

This chapter may be cited as the Animal Control Ordinance of Augusta-Richmond County.

Sec. 4-1-2. Creation of Animal Control Department; duties of animal control officers—  
 Generally.

The Augusta-Richmond County Animal Control Department is hereby established, and the Commission shall employ the necessary Animal Control Officers to administer and enforce the provisions of this Chapter. The Animal Control Officers shall have the authority to issue citations for violations of this Chapter and perform such other duties as are prescribed herein. An Animal Control Officer shall wear a numbered badge identifying him as an Animal Control Officer.

Sec. 4-1-3. Organization.

The person in charge of the Augusta-Richmond County Animal Control Department shall be known as the director. The director shall enforce the provisions of this Chapter, and he or his duly authorized representative shall perform any duty imposed upon him by this Chapter.

(a) *Director.* The director may appoint such numbers of officers and other employees as shall be authorized to carry out the duties of the department. The director is the dog control officer per Title 4, Chapter 8, Article 2 of the Georgia Code.

(b) *Assistant director.* The director may designate an assistant director in the department, who shall, during the absence or disability of the director, exercise all the powers of the director.

(c) *Records.* The director shall keep, or cause to be kept, a record of the business of the department.

(d) *Reports.* The director shall annually submit a report to the Augusta-Richmond County administrator covering the work of the department during the preceding year.

(e) *Animal Control Advisory Board.* There is hereby created an animal services advisory board of ten (10) members (plus an additional two members should the Richmond County Legislative Delegation choose to appoint two members) to be appointed for terms of four (4) years, to conduct hearings as required by O.C.G.A. § 4-8-24; provided, however, the initial appointments shall be made as follows:

(1) Except as provided herein, members of the animal control board and dangerous dog board of Richmond County and the City of Augusta who were serving on said boards on January 1, 1997, having had no fixed terms, shall serve until their successors are appointed and qualified.

(2) Members of the Animal Control Advisory Board and the Dangerous Dog Control Board serving as of January 1, 1997, shall continue to serve until their successors are appointed by the Commissioner representing the respective District and qualified.

(3) The successors to the members representing Districts 1, 3, 5, 7, and 9 shall serve until April 1, 1998, or until their successors are appointed and qualified.

(4) The successors to the members representing Districts 2, 4, 6, 8, and 10 shall serve until April 1, 2000, or until their successors are appointed and qualified.

(5) Members of the board appointed by the Commissioner of the respective Districts to succeed those appointed in subsections 3 and 4 hereof shall serve for terms of office of four (4) years and until their successors are appointed and qualified.



(6) Should the Richmond County Legislative Delegation choose to appoint two (2) members as provided in the Consolidation Act, such members shall serve for a term of four (4) years and until their successors are appointed and qualified. In the event the appointed authority of the Legislative Delegation is removed from the Consolidation Act, this subsection shall automatically be repealed.

(7) All terms shall expire on March 30 of the applicable year, and new terms shall begin on April 1 of the applicable year.

(8) Members of the Animal Control Advisory Board shall have as their duties and responsibilities the following:

- (i) To work actively in educating the public as to the needs for public health and safety with regards to pets, strays, and other animals;
- (ii) To attend meetings of the Animal Control Advisory Board;
- (iii) To review and make recommendations to improve the Animal Control Department and to control the stray dog and cat population;
- (iv) To notify the Clerk of Commission of a vacancy on the Animal Control Advisory Board;
- (v) To serve as an optional authority for the Animal Control Department for hearings pursuant to the Responsible Dog Ownership Law and this ordinance;
- (vi) To adopt such bylaws as is necessary to accomplish the duties and responsibilities as set forth;

Sec. 4-1-4. Implementation of state dog control law.

(a) Augusta-Richmond County herein adopts the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq., previously known as the “Dangerous Dog Control Law,” as if it was set forth in detail hereunder. It is (b) *Certification fee for ownership of dangerous dog*. The owner of a vicious dog, dangerous dog, or potentially dangerous dog shall pay an annual certification fee to Augusta-Richmond County in the amount to be determined by the dog control officer, but not less than one hundred dollars (\$100.00).

Sec. 4-1-5. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Abandoned. An animal shall be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter. A person releasing a community cat does not abandon that cat.

Augusta, Georgia shall be defined to include all areas within the territory limits of Richmond County, Georgia, except those excluded by federal or state law.

Classified dog means any dog that has been classified as either a potentially dangerous dog, a dangerous dog, or a vicious dog pursuant to state law or this code.

Community cat. A free-roaming, ear-tipped cat that is sterilized and vaccinated against rabies at least one time. An “ear tipped” cat shall be presumed to be sterilized and vaccinated against rabies at least one time. Community cats are exempt from provisions that apply to owned animals, including but not limited to provisions regarding identification, at-large, and abandonment.

Cruelty means causing death or unjustifiable pain or suffering to an animal by any act, omission, or neglect.

Dangerous dog. A dog that (a) causes a substantial puncture of a person's skin by teeth without causing serious injury, or (b) aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person

although no such injury occurs, or (c) while off the owner's property, kills a pet animal, unless where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

Dog Park means a place recognized and operated as a secure place where dogs are allowed to play without a leash, so long as Handlers of such dogs comply with Dog Park Rules.

Domestic animals. Dogs and cats and other animals that live and breed in a tame condition.

Ear Tipped. The removal of approximately three-eighths of an inch off the tip of a cat's left ear in a straight line.

Community Cat Caregiver. Any person, who in accordance with a good faith effort to trap, neuter, vaccinate, and release a community cat, who provides care to a community cat. Any individual who provides care to any free-roaming cat who is not a community cat without a good-faith effort to trap, neuter, and vaccinate that cat shall not be considered a community cat caregiver, regardless of their care to other community cats.

Handler. Any owner or other person responsible for a dog utilizing the off-leash area of a Dog Park. A Handler must be age eighteen (18) years or older.

Livestock. All animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, and other grazing animals.

Owner means any person or any legal entity that owns, possesses, harbors, keeps, or has temporary custody or control of an animal. In the case of animals owned by a minor, the term "owner" includes the parents or person in custody of the minor. Owner does not include any person caring for a community cat as a community cat caregiver.

Potentially dangerous dog. A dog that (a) causes any puncture of a person's skin by teeth or claw that is not substantial and does not cause serious injury, or (b) a dog that charges a fence, or engages in fence fighting, such as exhibiting aggressive behavior while running towards a fence line, such as barking, jumping, or lunging at something on the other side, due to perceived territorial instincts or frustration from the barrier preventing direct interaction.

Public roads. Any street, road, highway, or way, including the full width of the right-of-way, which is open to the use of the public for vehicular travel.

Running at Large or Straying means any animal which is not under the control of a person.

Sanitary conditions means an animals' living space, shelter, or exercise area that is not contaminated by health hazards, waste, irritants, pollutants, items, or conditions that endanger or pose a risk to an animal's health.

Trap-Neuter-Return/TNR. A non-lethal approach to community cat population control where community cats are humanly trapped, sterilized, vaccinated, ear tipped and returned to the location where they were originally trapped.

Urban Services District. That area coterminous with the boundaries of former City of Augusta, Georgia as said boundaries existed as of December 31, 1995.

Vicious dog. A dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack. A serious injury in this chapter is defined as any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ. A vicious dog does not include a dog that is in the act of use by a law enforcement or military officer to carry out the law enforcement or military officer's official duties or a dog that inflicts an injury upon a person who, at the time, was committing a willful

trespass or other tort, or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.

Sec. 4-1-6. Procedures for classifying vicious dogs, dangerous dogs, and potentially dangerous dog; notice; hearing.

(a) Upon receiving a report of a dog believed to be subject to classification as a potentially dangerous, dangerous, or vicious dog the animal control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a potentially dangerous, dangerous, or vicious dog.

(b) If the animal control officer believes that a dog poses a threat to public safety, the dog may be immediately impounded and the dog owner shall be responsible for all costs resulting from such impoundment.

(c) When an animal control officer determines that a dog is subject to classification as a dangerous dog or vicious dog, the animal control officer shall mail a dated notice to the dog's owner within (72) hours. Such notice shall include a summary of the animal control officer's determination and shall state that the owner has a right to request a hearing from the authority or probate court on the animal control officer's determination. A hearing request must be provided to the Animal Services Department within seven (7) days after the date shown on the notice. The notice shall also provide a form for requesting the hearing and shall state that if a hearing is not requested within the allotted time, the animal control officer's determination shall become effective for all purposes. If an owner cannot be located within ten (10) days of a dog control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the dog control officer.

(d) When a hearing is requested by a dog owner in accordance with subsection (c) of this section, such hearing shall be scheduled within (30) days after the request is received; provided, however, that such hearing may be continued by the authority or probate court for good cause shown. At least ten (10) days prior to the hearing, the authority or probate court conducting the hearing shall mail to the dog owner written notice of the date, time, and place of the hearing. At the hearing, the dog owner shall be given the opportunity to testify and present evidence and the authority conducting the hearing shall receive other evidence and testimony as may be reasonably necessary to sustain, modify, or overrule the animal control officer's determination.

(e) Within (10) days after the hearing, the authority which conducted the hearing shall mail written notice to the dog owner of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which that determination shall be effective. If the determination is that the dog is to be euthanized, the notice shall specify the date by which the euthanasia shall occur.

(f) Judicial review of the authority's final decision may be had in accordance with applicable law.

(g) Any dog that is found, by its owner's plea of guilty or "no contest" or conviction by trial, to have violated this ordinance, shall be deemed a potentially dangerous dog. Furthermore, a court, by order as a result of a plea or conviction to a violation of law related to the dog, may order the designation of a dog to be potentially dangerous, dangerous, or vicious.

(h) When an animal control officer determines that a dog is subject to classification as a potentially dangerous dog, the animal control officer shall provide the owner notice of such designation in writing. The owner of a potentially dangerous dog has a right to request a hearing

from the authority or probate court on the animal control officer's determination. A hearing request must be provided to the Animal Services Department in writing within seven (7) days after the written notice is received by the owner.

(i) Regardless of any other provision of this chapter, if during any investigation of a violation of this chapter the dog control officer or his agent determines that, by a preponderance of the evidence, a dog has bitten a person, that dog shall be immediately impounded by the dog control officer. Unless the owner appears in person to make a written demand for the dog's return at Animal Control within three (3) days, except Sunday, of the dog's impound, the dog shall be deemed surrendered to Animal Control.



Sec. 4-1-7. Requirements for possessing a vicious, dangerous, or potentially dangerous dog.

- (a) It shall be unlawful for an owner to have or possess within Augusta, Georgia a vicious, dangerous dog, or potentially dangerous dog without a certificate of registration issued in accordance with the provisions of this Code. Certificates of Registration shall be nontransferable and shall only be issued to a person (18) years of age or older.
- (b) Unless otherwise specified by this Code section, a certificate of registration for a vicious, dangerous, or potentially dangerous dog shall be issued only if the dog control officer determines that the following requirements have been met:
  - (1) The owner has an enclosure designed to securely confine the dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious or dangerous dog from leaving such property; and
  - (2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;
  - (3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dangerous or vicious dog;
- (c) Except as provided, a certificate of registration for a dangerous or vicious dog shall be issued only if the dog control officer determines that the owner maintains and can provide proof of general or specific liability insurance in the amount of at least (\$50,000.00) issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.
- (d) No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.
- (e) No person shall be the owner of more than one (1) vicious dog or more than four (4) dangerous dogs.
- (f) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:
  - (1) A serious violent felony as defined in OCGA § 17-10-6.1; or
  - (2) The felony of dogfighting as provided for in OCGA § 16-12-37 or the felony of aggravated cruelty to animals as provided for in OCGA § 16-12-4; or
  - (3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in OCGA §§ 16-13-31 and 16-13-31.1 from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.
- (g) Certificates of registration shall be renewed on an annual basis. The owner of a vicious, dangerous, or potentially dangerous dog shall pay an annual registration fee at the time the certificate of registration is issued. The annual registration fee shall be no less than one hundred dollars (\$100.00). Certificates of registration shall be renewed in the month of the initial registration. At the time of renewal of a certificate of registration for a vicious, dangerous, or potentially dangerous dog, a dog control officer shall verify that the owner is continuing to comply with provisions of this article. Failure to renew a certificate of registration within (10) days of the renewal date or initial classification date shall constitute a violation of this article. For all certificates of registration issued to owners of vicious dogs, the owner shall provide an updated criminal history as issued by their resident law enforcement agency.

(h) The owner of a vicious, dangerous, or potentially dangerous dog shall notify the dog control officer within (24) hours if the dog is on the loose or has attacked any person or animal. The owner of a dangerous or vicious dog shall notify the dog control officer within (24) hours if the dog has died or has been euthanized.

(i) A vicious dog shall not be transferred, sold, or donated to any other person except to a government agency or veterinarian.

(j) The owner of a vicious, dangerous, or potentially dangerous dog who moves into Augusta, Georgia shall register the vicious or dangerous dog in the new jurisdiction within ten (10) days of becoming a resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into this state shall register the dog as required within 30 days of becoming a resident.

(k) Any dog classified prior to July 1, 2012 as a potentially dangerous dog under state law shall on and after that date be classified as a dangerous dog under this article.

(l) Any dog classified prior to July 1, 2012 as a dangerous dog under state law in this state shall on and after that date be classified as a vicious dog under this article.

#### Sec. 4-1-8. Confiscation of dogs; grounds; disposition.

(a) A vicious, dangerous, or potentially dangerous dog shall be impounded by the dog control officer or by a law enforcement officer or any other person authorized by the dog control officer if:

(1) The dog is not validly registered as required by this article; or

(2) The dog is outside their proper enclosure, or not properly leashed and muzzled, as defined in the article;

(b) In addition, a vicious dog shall be impounded if the owner of the dog does not secure and maintain the liability insurance required by this article.

(c) Any dog that has been confiscated under the provision of this section shall be returned to its owner upon the owner's compliance with the provisions of this article as determined by the dog control officer and upon the payment of reasonable charges and fees. All fines and all charges for services performed by a law enforcement or dog control officer shall be paid prior to owner's recovery of the dog. In the event the owner has not complied with the provisions of this section within ten (10) days of the date the dog is confiscated, the dog shall be destroyed in an expeditious and humane manner and the owner shall be required to pay all fines, costs of housing, and euthanasia.

#### Sec. 4-1-9. Violations; penalties.

(a) The owner of a classified dog who violates the applicable provisions of this article or whose classified dog is subject to confiscation under subsection of this article shall be guilty of a violation.

(b) Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.

(c) A refusal to surrender a dog subject to confiscation shall be a violation of this article.

(d) It shall be no defense to a violation of this chapter due to owner recovery or euthanasia of the dog.

(e) Any violation of this chapter by a dog that is potentially dangerous, dangerous, or vicious shall be considered a high and aggravated violation.

Sec. 4-1-10. Nuisance.

- (a) No person shall keep or maintain, or cause or permit to be kept or maintained, upon any premises, any dog which by habitual and continual barking, howling, baying, or whining shall disturb the peace and comfort of any neighborhood or interfere with the reasonable and comfortable enjoyment of life or property by any person.
- (b) No person shall allow their dog individually or in combination with another dog or dogs together make, any noises or disturbances by barking, howling, yelping, whining or other utterance which is audible beyond the premises on which the dog is kept, for a consecutive period in excess of twenty (20) minutes during the day (7 A.M. to 9 P.M.) or for a consecutive period in excess of ten (10) minutes during the night (9:01 P.M. to 6:59 A.M.) and/or a cumulative period in excess of one hundred twenty (120) minutes during any twenty four (24) hour period.
- (c) No person shall keep or maintain, or cause or permit to be kept or maintained, any dog owned by him or in his possession or under his control which habitually commits a nuisance upon the property of any other person.
- (d) No person shall keep or maintain, or cause or permit to be maintained, any dog that is charging a fence as is defined in this chapter. A dog that charges a fence shall be deemed a potentially dangerous dog pursuant to this chapter. Owners of such dogs must eliminate the threat created thereby in one of the following ways:
  - (1) Immediately remove the dog from the premises; or
  - (2) Enclose the dog in an enclosure designed to securely confine such dog on the owner's property, indoors, or in a securely locked and enclosed pen, or structure suitable to prevent such dog from leaving such property; or
  - (3) Install a dig proof fence of sufficient height so that such dog cannot jump over it or otherwise escape; or
  - (4) Use another method as permitted by this Code to secure such dog so that it cannot escape.
- (e) No person shall own:
  - (1) Any unconfined dog;
  - (2) Any dog which habitually attacks passing pedestrians
  - (3) Any dog which habitually barks at passing pedestrians, vehicles, or other users of the public sidewalks, streets and highways.
- (f) The owner or possessor of every animal shall be responsible for the immediate removal of any excrement deposited by their animal on public walks, recreation area, or private/public property, or city owned buildings.
- (g) Any person who violates any provisions of this Section shall be guilty of a misdemeanor. Each and every violation of the provisions of this Section shall constitute a separate offense.

Sec. 4-1-11. Fencing.

- (a) An enclosure for a dog shall be at all times sufficient to keep the dog within the enclosure and compliant with the Zoning Ordinance. An insufficient enclosure, regardless of any other provision of this chapter, shall be a violation.
- (b) An invisible fence, also known as a radio fence or a virtual fence, shall have its borders clearly marked. An owner that employs an invisible fence for the purpose of this section shall post signage that allows pedestrians and others to understand that the dog is being contained by the invisible fence. An owner shall post sufficient signage, and mark such borders, as is reasonably necessary and practicable so that a person of ordinary intelligence and ability

approaching their property from commonly-used pathways will be alerted to the existence and border of the invisible fence.

(c) An invisible fence shall be insufficient as an enclosure for a potentially dangerous, dangerous, or vicious dog.

Sec. 4-1-12. Application to prohibit a person from owning dogs; powers of dog control officer.

Upon appropriate application in Richmond County Superior Court, the dog control officer may request an injunction and order prohibiting a person from owning or possessing any dog in Augusta, Georgia, subject to limitations in federal, state, and local law. Such an application shall lie in the dog control officer's authority to protect the health and safety of the general public. The granting or denial of such an application shall be in the Superior Court's discretion.

Secs. 4-1-13. Riding horses, etc., in disorderly manner.

It shall be unlawful for any person to run or ride any horse, mule or other animal in a disorderly manner through the streets of Augusta-Richmond County.

## *ARTICLE 2. ANIMALS*

Sec. 4-1-14. Vaccination; when required.

(a) No person shall be an owner of any dog or cat over four (4) months of age within Augusta-Richmond County unless such dog or cat is vaccinated against rabies. The provisions of this section do not apply to animals owned by a licensed research facility or held in a veterinary medical facility or government-operated or licensed animal shelter. All dogs and cats shall be vaccinated against rabies by a licensed veterinarian, in accordance with the latest Compendium of Animal Rabies Vaccines and Recommendations for Immunization published by the National Association of State Public Health Veterinarians.

(b) No person shall vaccinate dogs or cats against rabies who is not licensed to practice veterinary medicine.

Sec. 4-1-15. Evidence of vaccination.

(a) *Certificate of vaccination.* Evidence of vaccination shall consist of a certificate of vaccination. The certificate with each item answered shall be prepared in triplicate and signed by the veterinarian administering the vaccine. One (1) copy of the certificate shall be given to the owner, one (1) copy filed with the Richmond County health department, and one (1) copy retained by the veterinarian. Any veterinarian is authorized and required in connection with his practice to issue certificates of vaccination and vaccination tags. The certificates of vaccination furnished to the Richmond County health department shall be maintained in an orderly indexed file for a period of not less than three (3) years.

(b) *Vaccination tags.* Coincident with the issuance of the certificate of vaccination, the person authorized to furnish the certificate shall also furnish to the owner of the vaccinated dog or cat a serially numbered tag bearing the same number as the certificate and the year thereon to be attached to the collar or harness worn by the dog or cat for which the certificate has been issued.

(c) *Where three-year vaccine used.* When the animals have been vaccinated with a three-year rabies vaccine, the director may issue or cause to be issued an annual certificate of vaccination and a rabies vaccination tag each year for the two (2) additional years of the three-year vaccination period provided the Richmond County health department's file copy of the certificate of vaccination shows that the animals have been given a three-year rabies vaccine; in the event the Richmond County health department's file copy of the certificate of vaccination is unavailable, the owner's copy or the veterinarian's copy of same may be substituted therefor.



(d) *Ear tip.* A cat that has been ear-tipped shall be presumed to have been sterilized and vaccinated against rabies at least once. An ear-tipped cat shall not be required to have a tag. Sec. 4-1-16. Collar required, unauthorized removal of collar.

(a) Collar required. It shall be unlawful for the owner of any dog in Augusta to allow such dog to be outside of the owner's property without a collar. Identification and rabies vaccination tag are not required to be attached to training collar and/or choke collars.

(b) It shall be the duty of each dog owner to provide a collar with identification as provided herein and inoculation tag for each animal, except when such animal is within the immediate physical control of the owner.

(c) It shall be unlawful for any person to remove a collar from any animal without the consent of its owner, unless that animal is under the control of the animal services department.

(d) Any animal shipped or transported through or entering Augusta only for the purpose of a temporary stay not to exceed thirty (30) days, shall be exempt from collar and tag sections of this article. However, all other provisions of federal, state, and local laws are applicable to such transient animals.

Sec. 4-1-17. Unauthorized attachment and removal of tags, collars.

It shall be unlawful for any person to attach a vaccination tag to any dog for which it was not issued. It shall be unlawful to remove a vaccination tag or collar from a dog without the consent of its owner.

Sec. 4-1-18. Duty of owner to keep dog and cat under control; stray animals prohibited.

(a) It shall be unlawful for any animal to be out of control and/or unattended regardless of its location. It shall be unlawful for any animal to be out of control and/or unattended off the premises of its owner, and/or upon the premises of another person without the permission of such other person. This section shall not apply to community cats, to those dogs which are actively engaged in hunting or field trials, dogs in off-leash dog parks or to those dogs and cats which are participating in animal shows or exhibitions. It shall be unlawful for any animal to be running at large or straying.

(b) An animal is considered not under restraint or under immediate control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the animal from leaving the real property limits of its owner, possessor, or custodian, and to ensure that:

(1) It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, and that such enclosure is securely locked at any time the animal is left unattended; or

(2) It is on a leash and under the immediate control of an owner, or it is off leash and obedient to and under voice command of the owner who is in the immediate proximity of the animal any time it is not restrained as provided for in subsection (1) while on the owner's property. Vicious dogs, dangerous dogs, and potentially dangerous dogs require immediate close physical adult supervision at all times when not enclosed.

(c) The owner or custodian exercising care and control over any animal which while off the owner's or custodian's property causes injury, death, or damage directly or indirectly to any livestock, poultry, or pet animal shall be liable to the owner of such livestock, poultry, or pet animal for injury, death, or damage caused by said animal. The owner or custodian of said animal shall be liable for any damage caused by such animal to public or private property. The liability of the owner or custodian of the animal shall include consequential damages.

(d) This section is to be considered cumulative of other remedies provided by law. There is no intent to eliminate or limit other causes of action which might attach to the owner of any livestock, poultry, or pet animal.

(e) In the interest of reducing the outside cat population and the admission and euthanasia rates at the municipal shelter, Augusta, Georgia is not required to impound community cats. At the discretion of the Augusta Animal Control Department, community cats may be impounded, released, returned to the location where they were trapped, or transferred to another organization.

Sec. 4-1-19. Dogs on public streets to be on leash, etc.

It shall be unlawful for any dog to be upon the public streets, except on a leash and accompanied by an individual, or except when enclosed within a vehicle, cage, carton, crate, box or other suitable container to prevent escape.

Sec. 4-1-20. Impounding dogs and cats at large.

Any animal found stray or running at shall be seized by Animal Control. An animal with an immediately identifiable owner may be returned directly to the owner without impounding at the Animal Control officer's discretion. Community cats may be released, returned to the location where were trapped, adopted out, transferred to another organization, or disposed of in the appropriate manner pursuant to the discretion of Animal Control.

Sec. 4-1-21. Impounding dogs and cats where owner unknown.

In the event the owner of a dog or cat is not known and such animal is stray or running at large, any law enforcement officer or agent or employee duly authorized by Animal Control shall be authorized to take possession of such dog or cat and impound it in Augusta-Richmond County Animal Control Department shelter for detention, control and disposition as provided in this Article.

Sec. 4-1-22. Disposition of impounded animals.

(a) It shall be the duty of the Augusta Animal Services Department officers to seize and impound any animal that is a threat to the safety and welfare of the general public, including but not limited to animals that display any sign of rabies; dangerous, vicious, or potentially dangerous dogs that are not in compliance with this chapter; any abandoned, stray, or running-at-large animal; any female dog while in estrus not confined within an enclosure which can reasonably be expected to keep away or not attract male dogs; and any prohibited animal.

(b) Animal Control shall charge reasonable fees and costs to the owner of any impound. The personnel of the Animal Control shall not return to the owner any animal impounded until such time as all fees and charges assessed have been paid. Animal Control shall in writing clearly state (a) the charges and fees assessed for any impound (b) the deadline for which such charges and fees must be paid and (c) that the failure to pay the assessed charges and fees by the deadline shall be considered an implicit surrender of the animal. If the charges and fees are not paid by the deadline, Animal Control shall be considered the owner of the animal for all purposes. Animal Control may waive the charges and fees upon good cause shown.

(c) Impounded dogs and cats will be vaccinated for rabies if no proof of current vaccination exists at the owner's expense.

(d) Any impounded animal must be claimed within three (3) days, except Sundays, of impoundment. Claiming may include, but is not limited to, travelling to the animal's location, paying any outstanding charges or fees, and transporting the animal away from Animal Control's control. Failure of the owner to claim the animal or enter into a binding agreement for the animal with Animal Control within three (3) days shall be considered surrendering the animal to Animal

Control, in which event all rights of ownership shall vest in Augusta, Georgia and the owner shall have no legal rights to the animal. Nothing in this subsection shall prohibit Animal Control at its discretion from transferring all legal rights of an animal back to the owner after the claim period has expired.

(e) Animal Control shall attempt to contact the owner of any impounded animal using microchip technology, animal collar and tags, rabies shot records, and any other sources such as neighbors and neighborhood contacts.

(f) Augusta, Georgia shall have the exclusive right to transfer, adopt out, or dispose of all animals that have been surrendered in accordance with this chapter.

(g) Any dog or cat that is impounded on a second or subsequent occasion shall be sterilized prior to being claimed, released, or adopted out. An owner of a dog or cat that must be spayed or neutered pursuant to this subsection shall pay all charges and fees related to the procedure prior to the animal being released from Animal Control. The sterilization and/or charges required by this subsection may be waived by Animal Control upon good cause shown. Refusal or failure to pay the sterilization charges and fees shall result in the surrender of the animal to Animal Control. The responsibility for retaining a qualified veterinarian or veterinarian technician to perform the sterilization shall rest on the owner.

(h) No animal shall be released, adopted out, or transferred to another organization, from the custody of Animal Control, without microchipping. All charges and fees shall be at the owner's expense. This subsection may be waived upon good cause shown.

(i) Any sexually immature animal, such as litters of kittens or puppies, shall be considered surrendered to Animal Control upon impound. Sexually immature animals shall be considered animals judged to be younger than one-hundred eighty (180) days or six (6) months. This subsection is specifically found to be important due to the importance of disease control within extremely short times frames for diseases that are particular to younger animals, such as parvovirus, distemper, FVR, and parasites, that can pose a danger to other animals in Animal Control custody.

#### Sec. 4-1-23. Abandonment.

It shall be unlawful to abandon an animal, including but not limited to: (a) Releasing an animal without the explicit intention to regain control of the animal within a reasonable amount of time; or (b) Failing to bring an animal to a new residence when changing residences, such as during move-outs or evictions. The indicated renter(s), deedholder(s), or leaseholder(s) on the lease or deed in the prior residence shall be presumed to be the owner(s) of the abandoned animal. Any cost, including hours spent as prorated salary of the involved Animal Control agents, incurred by Augusta, Georgia in the management and disposition of the abandoned animal shall be repaid by the owner, either as restitution, as part of probation, or in any other way to reclaim a civil debt. It shall not be considered abandonment to surrender an animal to Animal Control.

#### Sec. 4-1-24. Cruelty to animals.

(a) *Prohibited acts.* No person shall, by his act, omission or neglect, cause unjustifiable physical pain, suffering or death to any living animal. This section does not apply to killing of animals raised for the purpose of providing food, nor does it apply to any person who hunts wild animals in compliance with the fish and game laws of this state. Killing or injuring an animal for humane purposes or in the furtherance of medical or scientific research is justifiable.

(b) *Permitted acts.* No person shall be liable for killing or otherwise performing a cruel action on any animal when such person is:

- (1) Defending his or her person or property, or the person or property of another from injury or damage being caused by that animal; or
- (2) Defending against injury or damage to any livestock, poultry or pet animal.
- (c) Any animal impounded as a result of cruelty, abuse, neglect, or any other reason defined by OCGA § 16-12-4 or by this chapter as inhumane treatment may be retained by Augusta Animal Services until such time as the case is disposed of by the judge of any court of competent jurisdiction within the state capable of hearing the matter.
- (d) *Physical abuse.* It is unlawful for any person to willfully or maliciously kill; maim; disfigure; torture; beat with a stick, chain, club or other object; mutilate, burn or scald with any substance; drive over or otherwise cruelly set upon any animal; except that reasonable force may be employed to drive off vicious or trespassing animals.
- (e) *Failure to care for and maintain.* It is unlawful for any person to fail, refuse or neglect to provide any animal in his charge or custody, as owner, with proper food, water, shelter, care, welfare, or reasonable veterinary care. Any animal habitually kept outside shall be provided with a structurally sound, weatherproof enclosure, large enough to accommodate the animal and which meets all requirements established by the Richmond County Health Department guidelines regarding same. Veterinary care means medical care of an animal from or under the direction of a veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent the animal from suffering from; infection, infestation, disease; or any other medical condition/injury where withholding or neglecting to provide such care would endanger the health or welfare of the animal or promote the spread of communicable disease.
- (f) No animal shall be transported in the trunk of a vehicle or under a pick up truck's bed cover or "low profile" cover.
- (g) *Authority of animal services department in case of animal neglect.* Whenever the Animal Services department finds that any animal is or will be without proper care because of injury, illness, incarceration or other voluntary absence of the owner or person responsible for the care of such animal, the Animal Services department may pick up such animal for protective care; and in the event of sickness or injury, the Animal Services department may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal. In the event such animal is later released to its owner, in the discretion of the Director of Animal Services or his or her designee, said owner shall be required to reimburse the Animal Services Department for any expenses incurred in taking any action to care for said animal.

Sec. 4-1-25. Permitting female dog in heat to roam free.

All female dogs in heat shall be restrained such that they cannot roam or run free beyond the limits of the property of their owners. It shall be unlawful for the owner or person responsible for the care of such animal not to so restrict or confine said female dog.

Sec. 4-1-26. Disposal of dead animals.

- (a) It shall be unlawful for any person who owns or is caring for an animal which has died or has been killed to abandon the dead animal. Such person shall dispose of the dead animal as provided for in this Code Section or in accordance with Federal or state law. Dead animals shall not be abandoned in wells, open pits, or surface waters of any kind on private or public land.
- (b) No person shall dispose of a dead animal on the land of another without the permission of the owner of the land.
- (c) Dead animals must be properly buried, incinerated, or disposed of at the Augusta Deans Bridge Road Municipal Solid Waste Landfill.



(d) It shall be unlawful for the owner of any dead animal carcass to allow the same to remain on the property without disposing of same as provided for herein. If any such owner violates this section, the Commission, through its agents and employees, shall proceed to remove and dispose of such dead animal carcass, and the owner shall be liable for repayment of all fees for such removal and disposal.

(e) Dead livestock, including horses, cattle and any other large animals must be disposed of by the animal owner or property owner at the Augusta Deans Bridge Road Municipal Solid Waste Landfill. All expenses associated with disposal shall be the responsibility of the animal owner or property owner.

(f) Methods which can be used for disposal of dead animals are burial, incineration in an approved incinerator, or disposed of at the Augusta Deans Bridge Road Municipal Solid Waste Landfill. Disposal of animal carcasses by either of the approved methods must be completed within (12) hours after death or discovery. If incineration is chosen, the entire carcass must be reduced to ashes in the incineration process. Carcasses which are buried must be buried at least three feet below the ground level, have not less than three feet of earth over the carcass, and must not contaminate ground water or surface water.

Sec. 4-1-27. Urban Services District declared bird sanctuary.

The territory within the Urban Services District is hereby declared to be a bird sanctuary.

Sec. 4-1-28. Killing, etc., wild or migratory birds.

It shall be unlawful for any person to maim, kill or in any manner injure any wild or migratory bird within the Urban Services District.

Sec. 4-1-29. Trapping wild birds; robbing nests.

It shall be unlawful for any person to trap any mocking bird or any other wild bird, or rob the nests thereof of eggs or young, in any of Augusta-Richmond County cemeteries or upon or around the basin, reservoir or pumping station of the waterworks, or elsewhere within the Urban Services District.

Sec. 4-1-30. Fowl running at large.

It shall be unlawful for chickens, geese, ducks or other fowl to run at large upon the streets or in the confines of public or private parks of Augusta-Richmond County.

Sec. 4-1-31. Dog parks and dog park rules.

Anyone using any Augusta-Richmond County Dog Park must comply with the Dog Park Rules provided in this code section as well as any other Dog Park Rules posted at a particular Dog Park facility. It shall be unlawful for anyone to violate Dog Park Rules. Anyone who fails to comply with Dog Park Rules is subject to removal and suspension from all Dog Parks. In addition, any person or persons failing to comply with any Dog Park rules shall be guilty of an offense, and upon trial as a misdemeanor and conviction, shall be subject to the penalties provided by Code section 1-6-1. Dog Park rules are as follows:

(a) Dog Parks shall only be used during normal hours of operation.

(b) Handlers who chose to off-leash their dog (at their own risk) may do so in the designated area of the park only.

(c) Handlers must be at least eighteen (18) years old.

(d) Handlers are legally and personally responsible for all damages/injury caused by the dog under their control.

(e) All Dog Parks shall be equipped with a double gate entrance, such that dogs cannot sneak out of the Dog Park while Handlers come in and out of the Dog Park. All persons entering a Dog Park must keep Dog Park gates closed at all times.

- (f) Handlers must clean up after their dog and properly dispose of waste.
- (g) Dogs must have current rabies vaccinations and wear current tags.
- (h) Off-leash Dog Park is for dogs, Handlers and those accompanying them; no other use is allowed.
- (i) No animals other than dogs are permitted in the Dog Park.
- (j) Dogs must be leashed when entering and existing any Dog Park. Handlers must carry a leash at all times while in a Dog Park.
- (k) Handlers must remain in the Dog Park and monitor their dog's behavior and stay within view and voice command at all times.
- (l) Aggressive dog behavior is not allowed. Any dog exhibiting aggressive behavior toward people and other dogs is to be leashed and removed from the park immediately.
- (m) Handlers must stop their dogs from digging immediately and fill in all holes.
- (n) Female dogs "in heat" are not permitted in any Dog Park.
- (o) Children under sixteen (16) must be accompanied by an adult. Children should not run with the dogs or chase them while in a Dog Park. Dog Parks are playgrounds for dogs, not children.
- (p) Each adult Handler may bring a maximum of two (2) dogs into a Dog Park at the same time.
- (q) Puppies under 4 months of age are prohibited from the Dog Parks.
- (r) Smoking is prohibited in all areas of all Dog Parks.
- (s) All food (human and dog) are prohibited except for training treats.
- (t) All glass containers and bottles are prohibited.
- (u) Alcoholic beverages are prohibited at all times.
- (v) Grooming of dogs at dogs parks is prohibited.
- (w) All spike collars must be removed prior to entry into any Dog Park.
- (x) All Augusta-Richmond County Dog Parks are subject to patrol by police authorities, animal services and City Staff.
- (y) Dogs are not allowed in the water features, ponds or fountains of any Dog Park, unless it is specifically designated for dogs to use.

Sec. 4-1-32. Unattended animals in motor vehicles.

- (a) It shall be unlawful for a person to confine an animal in a stationary or parked vehicle or other enclosed space in such a way as to endanger the animal's health, safety, or welfare. It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined in a parked or standing vehicle for a period of five or more minutes when the ambient outside air temperature measures above eighty-five degrees Fahrenheit or below thirty-five degrees Fahrenheit.
- (b) The actions prohibited by this ordinance are in addition to any prohibitions existing elsewhere in this Code or any applicable state or federal law. Nothing in this section shall be construed to limit any duty imposed on any owner by any other provision of this Code or any applicable state or federal law.
- (c) Public safety officers, including animal control officers, law enforcement officers, firefighters, or rescue team personnel, shall have the authority to seize any animal that is the subject of any violation of this ordinance if doing so is believed to be necessary to protect the animal's health, safety, or welfare.
- (d) If a public safety officer personally witnesses a violation of any provision of this ordinance he or she may use whatever means are reasonably necessary, including entry of the

vehicle, to remove an animal from such jeopardy and may impound said animal and secure medical treatment for said animal as needed at the owner's expense. Safety officers may take possession of any deceased animal found in any stationary or parked vehicle for purposes of determining the cause of death in question pursuant to animal neglect or cruelty of this Code.

(e) Animal control officer, law enforcement officer, firefighter, or rescue team personnel should then leave notification for the driver of the vehicle after the animal is removed from the stationary or parked vehicle or other enclosed space. The public safety officer shall remand the animal to the custody of Augusta, Georgia Animal Services Department if the officer is unable to locate the owner or other person responsible for the animal or if the circumstances in which the animal was found posed an imminent danger to the animal.

(f) Safety officers, including law enforcement officers, firefighters, and rescue team personnel shall not be liable in any civil action to any party for any act performed in good faith under this section.

(g) Penalty for violation of article. Leaving an animal unattended, or otherwise violating this code section is a misdemeanor punishable by a fine of up to \$1,000 and/or imprisonment in the Augusta, Georgia jail for a period not in excess of sixty (60) days.

Sec. 4-1-33. Duty of owner to keep vicious, dangerous, or potentially dangerous animals under control.

(a) It shall be unlawful for an owner of a dangerous, potentially dangerous, or vicious dog to permit the dog to be off the owner's property unless:

(1) The dog is restrained by a secure muzzle, collar, and leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or

(2) The dog is contained in a closed and locked cage or crate; or

(3) The dog is working or training as a hunting dog, herding dog, or predator control dog.

(b) An owner must secure at all times within an enclosure designed to securely confine a potentially dangerous, dangerous, or vicious dog in a pen or kennel of adequate size to humanely confine the dog. The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides. The sides must either be buried two feet into the ground or sunken into a concrete pad. The gate to the kennel or pen shall be inward-opening and shall be kept locked except when tending to the animal's needs such as cleaning the kennel or pen or providing food and water. Outdoor Enclosure means a sufficient safe space for adequate exercise suitable to the age, size, species and breed of animal. For dogs, adequate space means an enclosure with a minimum of 100 square feet per dog.

(c) A vicious dog may be immediately impounded by an Animal Control or law enforcement officer for any reason, including but not limited to, if the vicious dog is not controlled or maintained by its owner as described above, or if the vicious dog is outside a proper enclosure in violation of this article. Upon impounding a vicious dog for any reason, the Animal Control may retain the animal at the impoundment facility until disposition, either by court order or at the dog control officer's discretion.

(e) Any dog deemed potentially dangerous, dangerous or vicious cannot be reclaimed by its owner until such time as Animal Control has confirmed that the owner possesses the muzzle, leash, kennels, or other enclosures as required by this chapter. If such requirements are not met within three (3) days, except Sundays, of impoundment, the dog shall be deemed surrendered to Animal Control.

(f) Guard or protection dog means any dog which has been trained to attack persons or other animals independently or upon oral command and any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and or within which it is located:

(1) Owners or custodians of any guard or protection dog must confine all such dogs within a perimeter fence and meet the following conditions, unless the dog is otherwise restrained as provided for in this Code.

(a) The fence shall be sufficient to prevent the dog's escape, with all points of ingress and egress securely locked at all times.

(b) A "beware of dog" sign shall be conspicuously displayed on each exterior side of the enclosure for each 50 feet of enclosure, minimum of two, as well as a sign on each ingress or egress point to the enclosure. Signs shall be a minimum of ten (10) inches high and fourteen (14) inches long.

(c) The owner or custodian shall, prior to placing dogs on property, have the dog(s) microchip registered, at his/her own expense, and provide the registration number to the Animal Services Department.

(d) The owner or custodian shall report to the department of Animal Services within twenty four (24) hours of any of the following:

- i. Escape of the dog;
- ii. An attack on a human or animal by the dog;
- iii. Transfer of ownership of the dog;
- iv. Death of the dog.

(f) Any public safety officers, including animal control officers shall have the authority to enter onto private or public property for the purpose of ensuring compliance with the provisions of this chapter.

#### Sec. 4-1-34. Tethering.

Dogs may be tethered outside so long as the owner remains outside with the dog and maintains the animal within the owner's line of sight.

#### Sec. 4-1-35. Interference with animal control officers.

This chapter may be enforced by any employee of the Augusta Animal Services Department or any peace officer. Violators may be issued citations as provided by OCGA §§ 15-10-62 and 15-10-63.

(a) In the performance of his duties pursuant to the provisions of this subchapter, any animal control officer or any law enforcement officer assisting in enforcing this subchapter may use such force as is necessary to defend themselves from attack by an animal. Provided, however, that all efforts shall be made to impound an animal without undue harm, injury or danger to the animal, the officer, or to other persons and property.

(b) It shall be unlawful for any person to interfere with, hinder or molest an animal control officer or other authorized officer in the performance of their duty, or seek to release any animal in the custody of the animal care and control department.

(c) Any animal control officer is hereby authorized to enter upon any property for the purpose of investigating alleged violations of this chapter, or to seize and impound any animal found to be in violation of this subchapter. The animal care and control department may use any appropriate means necessary to remove an animal in distress locked in a closed vehicle and the operator of the said vehicle shall be charged with cruelty to animals.



Sec. 4-1-36. Change in address/ownership.

The residence address of the owner shall be presumed to be the custodial location of the animal. A permit or license holder shall notify the Animal Control in writing of any change of ownership of a dog or cat within (30) calendar days following such change.

Sec. 4-1-37. Breeding of animals.

(a) Hobby breeders are governed by the licensing and record keeping regulations of the Georgia Department of Agriculture, O.C.G.A. § 40-13-13 et seq., and by relevant provisions of the Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq., and all other applicable laws.

(b) Backyard breeders. It is unlawful for any person who does not hold a license from the Georgia Department of Agriculture to breed an animal if they are required to be licensed by the Georgia Department of Agriculture.

Sec. 4-1-38. Fees and fines.

(a) The fees with respect to all services and licensing performed in connection with enforcement of this chapter shall be set by Augusta, Georgia. A copy of such fee schedule shall be posted at the any physical location of operation of Animal Control.

(b) The fees established and collected under this chapter are not penalties but are imposed for the purpose of defraying expenses born by Augusta, Georgia for animal control and welfare under this chapter and are subject to change at any time.

(c) The personnel of the animal services department shall not return to the owner any animal impounded until such time as the owner has paid fees and charges assessed, and the owner has provided proof of current vaccination for rabies and licensing, before return the animal to owner.

(d) For all other animals impounded other than dogs or cats, the owner or custodian shall be charged the base fees, plus actual expenses and an additional ten (10) percent of both the base fee and actual expenses.

Sec. 4-1-39. Fee schedule.

The following fee schedule shall be applicable and in force until December 31, 2025. On January 1, 2026, all fees listed under this section shall be set at the discretion of the Director.

Registration	Fees
Adoption	
Military/Senior Citizen	\$50.00
Male/Female Cat/Kitten	\$55.00
Male Dog/Puppy	\$65.00
Female Dog/Puppy	\$75.00
Domestic Impound**	
1st Offense	\$60.00
2nd Offense	\$125.00
3rd Offense	\$250.00
Livestock Impound	
1st Offense	\$300.00
2nd Offense	\$500.00
3rd Offense	\$700.00
Miscellaneous	

Daily Board of Impounded Animals	\$25.00
Rabies Vaccination of Impounded Animals	\$25.00
Owned Live Field Surrender	\$50.00
Microchipping	\$15.00
Spay/Neuter of Impounded Animals	\$75.00
Fertility Testing of Impounded Animals	\$30.00
Quarantine for Rabies Observation	\$300.00
Euthanasia with owner transport (includes disposal)	\$50.00
Euthanasia with Animal Services Pick-up (includes disposal)	\$75.00
**If livestock is small (goats, etc.) and can be transported via pickup truck or containment truck, domestic impound animal fees may apply.	

Secs. 4-1-40—4-1-50. Reserved.

### *ARTICLE 3. LIVESTOCK*

Sec. 4-1-51. Stock pens, etc., allowed by permission of Board of Health only; removal and abatement.

It shall be unlawful for any person to establish, keep or maintain any stock pen, or place of like character, for stock, cattle, hogs, sheep or goats, or any like purpose, in the Urban Services District, except by the permission and under the direction of the Board of Health. In place of any action imposing a fine, any court with jurisdiction to enforce this code may, acting under the provision made in O.C.G.A. § 41-2-5, order the abatement of such stock pen or like place. No case shall be tried under this section except upon institution and prosecution of it by the Board of Health.

Sec. 4-1-52. Livestock running at large or stray.

It shall be unlawful for any livestock to run at large or to stray upon the public roads of Augusta-Richmond County or any property not belonging to the owner of the livestock, except by permission of the owner of such property.

Sec. 4-1-53. Impoundment of livestock straying.

(a) It shall be the duty of the Augusta Animal Services Department officers to impound livestock found to be running at large or straying.

(b) Owners or possessors of livestock impounded for violation of this article or any state or federal law, will be charged in accordance with actual costs of impoundment, boarding fees and any veterinary costs.

(c) Impounded livestock shall be held for a period of (15) days. If such impounded livestock is not claimed by the owner during that period of time, Animal Services Department will determine disposition of the livestock.

Sec. 4-1-54. Notice of impoundment of livestock.

Upon the impounding of any livestock by the Augusta-Richmond County Animal Control Department, said department shall notify the owner, advising such owner of the livestock that the animal is impounded at the shelter, the amount due as a result of such impounding, and that unless such livestock is redeemed within five (5) days from date of impoundment the livestock shall be offered for adoption. In the event the owner of such livestock is unknown or cannot be found, service upon the owner shall be obtained by publishing a notice one (1) time in a newspaper of general circulation where the livestock is impounded.

Secs. 4-1-55—4-1-60. Reserved.

#### ARTICLE 4. ENFORCEMENT

Sec. 4-1-61. Penalty.

Any person or persons failing to comply with the lawful provisions of this chapter or doing any act prohibited hereby or failing to do any act mandated hereby shall be guilty of an offense, and upon trial and conviction shall be subject to the penalties under this Code.

Sec. 4-1-62—4-1-70. Reserved.

#### ARTICLE 5. STERILIZATION OF DOGS AND CATS

Sec. 4-1-71. Definitions.

As used in this Article, the term:

- (a) *Animal shelter.* Any facility operated by or under contract for the State or any county, municipal corporation, or other political subdivision of the State for the purposes of impounding or harboring seized, stray, homeless, abandoned, or unwanted dogs, cats, and other animals; any veterinary hospital or clinic operated by a veterinarian or veterinarians which operates for such purpose in addition to its customary purposes; and any facility operated, owned, or maintained by a duly incorporated humane society, animal welfare society, or other nonprofit organization for the purpose of providing for and promoting the welfare, protection, and humane treatment of animals.
- (b) *Humane society.* Any unincorporated nonprofit organization existing for the purpose of prevention of cruelty to animals.
- (c) *Public or private animal refuse.* Harbors of unwanted animals of any breed, including crossbreeds, who provide food, shelter, and confinement for a group of dogs, a group of cats, or a combination of dogs and cats.
- (d) *Sexually mature animal.* Any dog or cat that has reached the age of one hundred eighty (180) days or six (6) months or more.
- (e) *Sterilization.* The surgical removal of the reproductive organs of a dog or cat in order to render the animal unable to reproduce.

Sec. 4-1-72. Sterilization required; exceptions.

- (a) Any public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuse shall make provisions for the sterilization of all dogs or cats acquired from such shelter, agency, society, or refuge by:
  - (1) Providing sterilization by a licensed veterinarian before relinquishing custody of the animal; or
  - (2) Entering into a written agreement with the person acquiring such animal guaranteeing that sterilization will be performed by a licensed veterinarian within thirty (30) days after acquisition of such animal in the case of an adult animal or within thirty (30) days of the sexual maturity of the animal in the case of an immature animal; provided, however, that the requirements of this Code section shall not apply to any privately owned animal which any such shelter, agency, society, or refuge may have in its possession for any reason if the owner of such animal claims or presents evidence that such animal is the property of such person.
- (b) All costs of sterilization pursuant to this Chapter shall be the responsibility of the person acquiring such animal and, if performed prior to acquisition, may be included in any fees charged by the shelter, agency, society, or refuge for such animal.
- (c) Any person acquiring an animal from a public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private

animal refuse, which animal is not sterile at the time of acquisition, shall submit to the animal shelter, animal control agency, humane society, or public or private animal refuge a signed statement from the licensed veterinarian performing the sterilization required by paragraph (2) of subsection (a) of this Code section within seven (7) days after such sterilization attesting that such sterilization has been performed.

(d) Every public or private animal shelter, animal control agency operated by a political subdivision of this state, humane society, or public or private animal refuse selling or offering for sale or exchange any dog or cat shall maintain and furnish to any person acquiring an animal from such shelter, agency, society, or refuge a current list of veterinarians licensed in this State who have notified the shelter, agency, society, or refuge that they are willing to perform sterilizations and the cost for such procedures.

Sec. 4-1-73. Failure to comply.

It shall be a violation to fail or refuse to comply with the requirements of this Article and any person convicted of said offense shall be subject to a fine not to exceed two hundred dollars (\$200.00).





## Public Safety Committee

Meeting Date: May 27, 2025

### Augusta-Richmond County Correctional Institution Capacity Agreement (FY26)

<b>Department:</b>	Augusta-Richmond County Correctional Institution (RCCI)
<b>Presenter:</b>	Evan Joseph, Warden
<b>Caption:</b>	Motion to approve the Augusta-Richmond County (FY26) Capacity Agreement for State Inmates to be housed at the Richmond County Correctional Institution (RCCI)
<b>Background:</b>	Augusta-Richmond County contracts with the Georgia Department of Corrections to house Two Hundred and Thirty (230) non-violent State Inmates. Inmates supplement the city's workforce by performing skilled/non-skilled labor in various city departments.
<b>Analysis:</b>	The Georgia Department of Corrections will pay the City of Augusta-Richmond County a per diem rate of (\$30) per day per inmate.
<b>Financial Impact:</b>	The revenues receive from the state of Georgia is approximately (60%) of the department's annual budget
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF CORRECTIONS  
AND  
AUGUSTA GEORGIA  
COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July, 2025, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (“Department”), and AUGUSTA GEORGIA, a political subdivision of the State of Georgia (“County”), acting by and through its Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, (“State Offenders”); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County (“Services”).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 230 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, the County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. The county agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department’s SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. The County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. The County agrees to grant Department access to County’s records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department’s request.

3. Notification of Medical Treatment. The County shall notify Department of any State

Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer, secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. The County agrees that it will not hire any employee terminated by the Department for misconduct or who resigns from the Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Thirty Dollars (\$30.00) per State Offender per day for the duration of this Agreement. The County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, the County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. The Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in the approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when; a State Offender is not housed at the County facility, State Offender is out to court, or when a State Offender is sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2025, until 11:59 p.m. on June 30, 2026 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, the Department shall pay the County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due to the County may be applied by the Department against amounts due or claimed to be due to the Department. If the County fails to comply with the provisions of this Agreement, the Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by the Department on account of the Services being deemed deficient and not remedied by the County prior to the

effective date of termination. The County shall be liable to the Department for any additional cost incurred by the Department as a result of deficiencies in the Services to be provided hereunder.

8. Prison Rape Elimination Act. The County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 155.12, The County further agrees to cooperate with the Department in any audit, inspection, or investigation by the Department or other entity relating to the County's compliance with PREA. The Department shall monitor the County's compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and the County will provide such documents or records at the Department's request. The County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County:

Augusta Georgia  
Administrator, Tameka Allen  
535 Telfair Street, Suite 910  
Augusta, GA 30901

With a copy to:

Richmond County Prison  
Warden, Evan Joseph  
2314 Tobacco Road  
Augusta, GA 30906

If to the Department:

Bryan S. Wilson  
Deputy General Counsel  
Georgia Department of Corrections  
State Office South, Gibson Hall, 3<sup>rd</sup> Floor  
P.O. Box 1529  
Forsyth, Georgia 31029

With a copy to:

Benjamin Ford  
Facilities Director  
Georgia Department of Corrections  
State Office South, Gibson Hall, 1<sup>st</sup> Floor  
P.O. Box 1529  
Forsyth, Georgia 31029

10. Reimbursement of Medical Costs.



- a. The Department agrees to reimburse the County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). The Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.
  - b. The County agrees to invoice the Department monthly for the actual cost of Emergency Medical Services paid by the County. If there existed any rate agreement between the County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from the County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by the County.
  - c. The Department is not liable to the County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. The County agrees to exclude Late Fees from its invoices to the Department.
  - d. If the Department reasonably determines that there is a difference between the actual cost incurred by the County and the invoice sent to the Department, the Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. The Department shall send the County written notice of any administrative fees, and the County shall have Thirty (30) days to make payment or to dispute the fee in writing. If the County does not make payment of undisputed administrative fees by the due date, the Department is entitled to a setoff of the same amount against future payments owing to the County.
  - e. Pursuant to O.C.G.A. § 42-5-2(c), the Department shall reimburse the County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. The Department shall not be liable to the County for any amount paid by the County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.
11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any

prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

12. Sole Benefit. The Department and the County enter into this Agreement for their sole benefit. The Department and the County do not intend to give any rights pursuant to this Agreement to any other parties.

13. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

14. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF  
CORRECTIONS:

By: \_\_\_\_\_  
Bryan S. Wilson  
Deputy General Counsel

Date: \_\_\_\_\_

FACILITY WARDEN/SUPERINTENDENT

By: \_\_\_\_\_

Print Name: Evan Joseph

Date: \_\_\_\_\_

COUNTY:

By: \_\_\_\_\_

Print Name: Garnett L. Johnson

Title: Mayor- Augusta-Richmond County

Date: \_\_\_\_\_



## Public Safety Committee

Meeting Date: May 27, 2025

### Augusta-Richmond County Correctional Institution Department Operations

---

<b>Department:</b>	Augusta-Richmond County Correctional Institution
<b>Presenter:</b>	Evan Joseph, Warden
<b>Caption:</b>	Discuss Operations of the Augusta-Richmond County Correctional Institution (RCCI)
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Commission Meeting

June 3, 2025

Appointment

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to discuss and/or approve nominated appointments to the Richmond County Hospital Authority Board. ( <b>Requested by Mayor Garnett Johnson</b> )
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## RICHMOND COUNTY HOSPITAL AUTHORITY

1350 Walton Way, Augusta, GA 30901

May 2, 2025

Honorable Garnett L. Johnson, Mayor  
And Members of the Richmond County Board  
of Commissioners  
535 Telfair Street  
Augusta, GA 30901

RE: Nominations for Service on the Richmond County Hospital Authority

Dear Mayor Johnson:

This letter is to follow up on our recent conversation and to formally submit nominations for service on the Richmond County Hospital Authority. Due to the fact that statutory appointment procedures for the Hospital Authority vary significantly from the procedures for many other Authorities, I have attempted to outline the steps for your convenience.

### Overview

The Richmond County Hospital Authority (RCHA) was created by a Resolution of the Richmond County Commissioners of Roads and Revenues (now Board of Commissioners of Augusta-Richmond County) dated September 25, 1959, as modified by Ga Law 1980 p. 3892 (the Local Act), under the authority granted to the County by Ga. Law 1941 as amended, known as the Hospital Authorities Law.

Because of the professional, regulatory, and credentialing demands of the healthcare industry, the Georgia Hospital Authorities Law (as applied by the Local Act) developed a rather convoluted scheme of appointments to a Hospital Authority to help remove the Authority from undue political influence.

### Appointment Process

As set forth in the Local Act, appointments to fill vacancies on the Board of the Hospital Authority are as follows:

Board members must participate in an initial orientation process, and attend continuing education programs throughout their service.

Conflicts of Interest and Regulatory Compliance

Georgia law, accrediting organizations and the Authority's own By-Laws impose stringent conflict of interest requirements upon Authority Members. Members are required to complete annual disclosures of any potential conflict. These factors were considered in the nominations set forth in the attachment to this letter.

As you are aware, there are significant regulatory, confidentiality and compliance obligations on individuals involved in the healthcare industry. Board members will be required to participate in an initial training session regarding these matters as well as periodic updates.

Time Requirements

The Hospital Authority is required to meet at least quarterly. Annually, the Authority participates in periodic educational conferences and may periodically meet with other governmental entities.

Some members of the Authority also serve on other Boards and Committees of Piedmont Augusta Hospital depending on their education, professional background and interest. Prompt and faithful attendance is expected by members of the Authority.

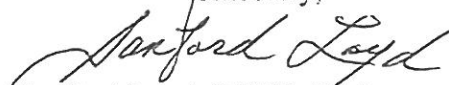
Compensation

Unlike many other Authorities, members of the Hospital Authority are volunteers and are not paid for their service.

Conclusion

Service on the Hospital Authority is a challenging commitment which has traditionally been accepted by some of the most influential and honored citizens in our county. It is a distinct honor to have been nominated for consideration for the Authority, and most of the Authority's members have considered their service to be very gratifying and rewarding. Understanding that the process set forth in this letter is somewhat complex, please feel free to contact: Dr. Lily Henson, CEO Piedmont Augusta Hospital; or Rod G. Meadows, Meadows, Macie & Monis, P.C., 770-9571 199, who serves as the Authority's General Counsel, with questions or concerns. We look forward to receiving the Commissions' appointment from the attached list.

Sincerely,

  
Sanford Loyd, RCHA Chair



## Commission Meeting

June 17, 2025

Affidavit

---

**Department:** N/A

**Presenter:** N/A

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

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

**Funds are available in the following accounts:** N/A

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