



COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, August 04, 2026
2:00 PM

INVOCATION

Pastor Roger A. Schwartz, Our Redeemer Lutheran Church

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

RECOGNITION(S)

- A.** **Congratulations!!!** to the Augusta, GA employees that celebrated **25–50 years of service** during the second quarter of 2026 (April-June)
- B.** **Mr. MJ Curry** for his outstanding accomplishments. **(Requested by Mayor Garnett Johnson)**

DELEGATION(S)

- C.** **Ms. Karen Gordon** regarding-*Proclamation Declaring August as Agriculture Month in Augusta. *Presentation of the 2026 Adderson Legacy in Agriculture Award to veteran farmers WB & Lynn Brown.
- D.** **Andrea Thomas**-Non governmental organizations (NGO) nonprofit organizations.
- E.** **Flavius Henderson Sr.**-Non Government Organization (NGO) / Nonprofit reinstatement.
- F.** **Pastor Henry Parks**-Saint Paul Missionary Baptist Church (SPMBC) request exemption from Excessive Street Light Fees assessed in 2026 and scheduled to be assessed in 2027 even though the number of property lots for tax purposes has been reduced from four (4) lots to two (2) lots.
- G.** **Ms. Patricia Geter** regarding a request to establish a Small Business Emergency Stabilization Fund.
- H.** **Mr. Brian Green** -Project 2883 let the light shine in Richmond County.
- I.** **Gayla Keese** - Next steps.

CONSENT AGENDA

(Items 1-13)

PUBLIC SERVICES

- 1.** Motion to **approve** a five (5) year lease agreement with FLIX (Parent company of Greyhound) for use of space in the Transit Transfer Facility located at 1546 Broad Street in Augusta, Georgia. **(Approved by Public Services Committee July 28, 2026)**

- 2.** Motion to **approve** A.N. 26-36 – Existing Location, New Ownership: Retail Package Beer and Wine. Anil K. Kasturi applicant for Himadri Investments 2026 LLC, to be used in connection with 3333 Mike Padgett Hwy, Augusta GA 30906. **(Approved by Public Services Committee July 28, 2026)**
- 3.** Motion to **approve** M.N 26-06: A request by David Whitters II for Massage Operator’s License to be used in connection with Oasis Massage & Spa located at 3351 Wrightsboro Road Ste 101. District 5, Super District 9.**(Approved by Public Services Committee July 28, 2026)**

ADMINISTRATIVE SERVICES

- 4.** Motion to **approve** the purchase of one Ford Explorer at a total cost of \$47,502.00 for the Richmond County Emergency Management Agency utilizing the GA Statewide Contract. **(Approved by Administrative Services Committee July 28, 2026)**
- 5.** Motion to **approve** the purchase of two RC mowers, at a total cost of \$150,000 from Jet-Vac Equipment Atlanta, GA for the Utilities Department utilizing the Georgia Statewide Contract. **(Approved by Administrative Services Committee July 28, 2026)**

ENGINEERING SERVICES

- 6.** Motion to **approve** Sole Source Purchase of 50-ton Screw jacks from Bearings and Drives, Inc in the amount of **\$69,200.00**. **(Approved by Engineering Services Committee July 28, 2026)**
- 7.** Motion to **approve** Change Order No. 1 to Kenrick's Construction Company’s contract to construct the AUD Fort Gordon (Eisenhower) Utility Shed Expansion (25AUA321). **(Approved by Engineering Services Committee July 28, 2026)**

PUBLIC SAFETY

- 8.** Motion to **approve** a sole source procurement for the purchase of three (3) MEIKO TopClean D firefighter decontamination units, associated accessories, detergents, rinse aid, and one-year preventive maintenance from North America Fire Equipment Company (NAFECO) in the amount of \$151,245.00, plus applicable freight and taxes.**(Approved by Public Safety Committee July 28, 2026)**
- 9.** Motion to **approve** a sole source procurement for the purchase of twenty-eight (28) Scott X3 Pro Self-Contained Breathing Apparatus (SCBA) units with Pack Tracker and Heads-Up Display (HUD), and twenty (28) 30-minute, 4,500 psi carbon cylinders from Vallen in the amount of \$270,909.00.**(Approved by Public Safety Committee July 28, 2026)**
- 10.** Motion to **approve** Insurance Policy for Augusta’s Land Mobile Radio System. **(Approved by Public Safety Committee July 28, 2026)**
- 11.** Motion to **approve** a change order to increase Purchase Order P495166 with W.W. Williams by \$31,641.62, from \$24,458.83 to \$56,100.45, to install a new engine in Aerial Truck 6. **(Approved by Public Safety Committee July 28, 2026)**
- 12.** Motion to **accept** the CACJ Operating Grant Award for the Superior Court Accountability Courts (Drug Court, Mental Health Court, and Veterans Court) in the amount of \$494,773 with a MATCH requirement of \$87,313. Designate Chief Superior Court Judge Flythe as Authorized Official. **(Approved by Public Safety Committee July 28, 2026)**

PETITIONS AND COMMUNICATIONS

- 13.** Motion to **approve** the minutes of the July 21, 2026 Commission meeting.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 14-17)

PUBLIC SERVICES

- 14.** Planning and Development Department is requesting approval for additional funding to the zoning ordinance update to include but not limited to two (2) additional public engagement meetings/workshops for input from all Commissioners, stakeholders, and the public, and the production of an Official Zoning Map and Future Land Use Map. This request also is to extend the period of performance to November - December 2026 with an addition not-to-exceed the amount of **\$68,368** for the adoption of the new Zoning Ordinance through White & Smith, LLC. RFQ Item #24-142. A scope of work and roadmap is attached for your review and consideration. **In addition, approve to carry forward the encumbrance of \$127,493 from the 2025 budget to 2026 for the existing contract. (Referred from the July 21, 2026 Commission Meeting) and (No recommendation from the July 28, 2026 Public Services Committee)**

ADMINISTRATIVE SERVICES

- 15.** Provide a comprehensive status update that presents the Commission with a complete and accurate picture of the current state of the Ground Maintenance Department and its readiness for implementation. **(Requested by Commissioner Lonnie Wimberly)**
- 16.** Motion to **approve** Housing and Community Development's (HCD) addendum to the existing engagement agreement with Cherry Bekaert to provide onsite supplemental services in support of the Fiscal Year 2025 Reconciliation Engagement. ***The requested amount is not to exceed \$50,000.*** **(Requested by Deputy Administrator Charles Jackson)**

LEGAL MEETING

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



Commission Meeting

August 4, 2026

Years of Service

Department:	N/A
Presenter:	N/A
Caption:	Congratulations!!! to the Augusta, GA employees that celebrated 25–50 years of service during the second quarter of 2026 (April-June)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

July 8, 2026

Department Directors & Elected Officials,

Augusta-Richmond County remains committed to recognizing and celebrating the dedication, service, and contributions of our employees. Through the Employee Incentive Awards Program (EIAP), approved by the Commission on June 16, 2009, employees are honored for their commitment to public service and the positive impact they make within our organization and community.

We are pleased to announce that the following employee(s) have reached the **25-50** Years of Service milestone during the month of **April 2026** and are eligible to receive a Years of Service plaque and commemorative lapel pin in recognition of their continued dedication to Augusta-Richmond County:

NAME	DEPARTMENT	YEARS OF SERVICE
BENJAMIN BROCK	Utilities	25
HUGH MCFADDIN	Utilities	25
BARBARA WEST	Fire Department	35
ANITA BAMBERG	Sheriff's Office	35

The recipients will be recognized by the Mayor, Commission, and City Administrator during the recognition portion of the Commission Meeting scheduled for **Tuesday, August 4, 2026, at 2:00 p.m.**

We respectfully request that arrangements are made for the employee(s) listed above to attend this meeting. All recipients should report to the Commission Chambers no later than 1:45 p.m. to ensure adequate time for seating.

Thank you for your partnership in recognizing these exceptional employees and celebrating the years of service they have dedicated to Augusta-Richmond County.

Anita Rookard
Director of Human Resources

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

July 8, 2026

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We are pleased to announce that the following employee(s) have reached the **25-50** Years of Service milestone during the month of **May 2026** and are eligible to receive a Years of Service plaque and commemorative lapel pin in recognition of their continued dedication to Augusta-Richmond County:

NAME	DEPARTMENT	YEARS OF SERVICE
CHRISTOPHER LANGFORD	Coroner	25
SANDRA TYLER	Utilities	25
MACK REEVES	Utilities	30
CHARLES KNEECE	Fire Department	35

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Cc: Mayor Garnett Johnson
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July 8, 2026

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We are pleased to announce that the following employee(s) have reached the **25-50** Years of Service milestone during the month of **June 2026** and are eligible to receive a Years of Service plaque and commemorative lapel pin in recognition of their continued dedication to Augusta-Richmond County:

NAME	DEPARTMENT	YEARS OF SERVICE
WESTON WALWORTH	Engineering	25
BRUCE WILLIAMS	Sheriff's Office	30
JAMES MAY	Fire Department	30
KRIS KENNEDY	Sheriff's Office	30
ROBERT HOLLIDAY	Fire Department	30
NICOLAS WRIGHT	Fire Department	35
GARY HEWETT	Information Technology	40
NORMA LEE	Utilities	50

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Anita Rookard
Director of Human Resources

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



Commission Meeting

August 4, 2026

Recognition

Department:	N/A
Presenter:	N/A
Caption:	Mr. MJ Curry for his outstanding accomplishments. (Requested by Mayor Garnett Johnson)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Teresa Riddle
Sent: Wednesday, July 29, 2026 9:05 AM
To: Lena Bonner
Cc: Natasha L. McFarley; Mayor Johnson
Subject: Marcus MJ Curry Jr.

Good morning, Lena,

Mayor Johnson asked if you could please add MJ Curry to the agenda for Tuesday, August 4. He will be recognized for his outstanding accomplishments.

Thank you, and please let me know if you need any additional information.

Kind regards,

Chief of Staff | Office of the Mayor
Augusta-Richmond County, Georgia
535 Telfair Street, Suite 200 • Augusta, GA 30901
Office • 706-821-1015
tjr@augustaga.gov



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AED.104.1



Commission Meeting

August 4, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Karen Gordon regarding-*Proclamation Declaring August as Agriculture Month in Augusta. *Presentation of the 2026 Adderson Legacy in Agriculture Award to veteran farmers WB & Lynn Brown.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

- Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.
- Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.

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

Meeting Type*

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

Meeting Date*

8/4/2026

Contact Information for Individual/Presenter Making the Request:

Name*

Karen Gordon

Address*

2175 McElmurray Road 30815

Telephone Number*

7622335299

Fax Number

Email Address*

kgordon@growingaugusta.org

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

*Proclamation Declaring August as Agriculture Month in Augusta

*Presentation of the 2026 Adderson Legacy in Agriculture Award to veteran farmers WB & Lynn Brown

The Adderson Legacy in Agriculture Award was established in 2025 in partnership with Mayor Garnett L. Johnson, named for legacy farmers Loretta & Samuel Adderson; and recognizes individuals whose leadership, mentorship, and stewardship have made a lasting impact on agriculture and our community.

Immediately following the proclamation and recognition, Growing Augusta will host a brief meet-and-greet reception in the Linda W. Beazley Meeting Room; where commissioners, guests, and members of the agricultural community will have an opportunity to congratulate the recipients and celebrate Augusta Agriculture Month.

P.S. In recognition of the United Nations' designation of 2026 as the International Year of the Woman Farmer, this year's reception will also celebrate the indispensable contributions of women in agriculture.

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

Meeting location:

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

Submission Date



Commission Meeting

August 4, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Andrea Thomas -Non governmental organizations (NGO) nonprofit organizations.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Agenda Item Request Form

Item D.

- Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.
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Meeting Type *

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

Meeting Date *

8/4/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Andrea Thomas

Address *

2714 Big Dog Trail

Telephone Number *

706-751-2369

Fax Number

Email Address *

Asmith_73@yahoo.com

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

Non government organizations (NGO) nonprofit organizations

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

Meeting location:

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

Submission Date

7/26/2026 4:42 PM



Commission Meeting

August 4, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Flavius Henderson Sr. -Non Government Organization (NGO) / Nonprofit reinstatement.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Agenda Item Request Form

Item E.

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Meeting Type *

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

Meeting Date *

8/4/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Flavius Henderson Sr

Address *

4604 Dunson Dr

Telephone Number *

2053322142

Fax Number

Email Address *

flavius.t.h@gmail.com

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

Non Government Organization (NGO) / Nonprofit reinstatement

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

Meeting location:

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

Submission Date

7/26/2026 1:05 PM



Commission Meeting

August 4, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Pastor Henry Parks -Saint Paul Missionary Baptist Church (SPMBC) request exemption from Excessive Street Light Fees assessed in 2026 and scheduled to be assessed in 2027 even though the number of property lots for tax purposes has been reduced from four (4) lots to two (2) lots.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

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Meeting Type *

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

Meeting Date *

8/4/2026

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

Pastor Henry Parks

Address *

11 Telfair Street, Augusta, GA 30901

Telephone Number *

706-288-4445

Fax Number
Email Address *
henrytparks@aol.com
Caption/Topic of Discussion to be placed on the Agenda: *

Saint Paul Missionary Baptist Church (SPMBC) request exemption from Excessive Street Light Fees assessed in 2026 and scheduled to be assessed in 2027 even though the number of property lots for tax purposes has been reduced from four (4) lots to two (2) lots.

SPMBC is a small inner city church providing that provides tremendous value add to the 30901 inner city East Boundary area by providing Christian teaching and family services as well as Monthly distributions Food, clothing, and other critical services to the inner city community. The excessive taxes and fees charged in 2026 and current scheduled to be charged in 2027 are hampering efforts to meet the needs in our community.

Even though SPMBC is a small inner-city church, under the new Richmond County tax and fee scheme approved by commission in order to address to \$700k street light shortage is 2025, Saint Paul is paying fees equal to or greater than many large for profit business. Under the current law every business, non-profit and church must pay \$295 per lot. In Saint Paul's case we have four (4) small lots, which is really one church campus. The net effect of the current policy is that our small inner city church has to pay \$295 per lot for a total of \$1,180 in street light fees. This total represents 1/700th of the tax fee deficit being levied on our small inner city church. We are confident this was not the commission's intent.

Attempts to reduce scheduled fees for 2027 down to \$590 since we now only have two (2) lots have been unsuccessful and we were informed the only way to obtain street light fee relief and avoid having to pay \$1,180 again in 2027 was through commission approval. It is Saint Paul Missionary Baptist Church's request that we do not be charge an excessive four lot fee (\$1180) in 2027 since we now only have two lots. Thank you.

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

Meeting location:

Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building

535 Telfair Street
Augusta, GA 30901

Item F.

Submission Date

7/28/2026 1:35 PM



Commission Meeting

August 4, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Patricia Geter regarding a request to establish a Small Business Emergency Stabilization Fund.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<u>X 08/04/26</u>	Commission	Date of Meeting
_____	Public Safety Committee	Date of Meeting _____
_____	Public Services Committee	Date of Meeting _____
_____	Administrative Services Committee	Date of Meeting _____
_____	Engineering Services Committee	Date of Meeting _____
_____	Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: WA6 Geter Foundation/West Augusta Six-Representative Patricia Geter

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:

Request to Establish a Small Business Emergency Stabilization Fund

Please send this request form to the following address:

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

August 4, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Brian Green -Project 2883 let the light shine in Richmond County.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Brian Green <briangreen2009@gmail.com>
Sent: Wednesday, July 29, 2026 10:06 PM
To: Lena Bonner
Subject: [EXTERNAL] Request to appear before the commission

Hello Ms Bonner,
I am requesting to indulge the county commsiion on the August 4th agenda.
My topic will be: Project 2883
Let the light shine in Richmond County.
B Green

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

**Commission Meeting**

August 4, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Gayla Keesee - Next steps.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Agenda Item Request Form

Item I.

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

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Meeting Type *

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

Meeting Date *

8/4/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Gayla Keese

Address *

2837 Cornelia Rd

Telephone Number *

7064146515

Fax Number

Email Address *

csra.lvv@gmail.com

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

Next Steps?

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

Meeting location:

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

Submission Date

7/23/2026 8:47 AM



Meeting Name: Public Services Committee

Meeting Date: July 28, 2026

Item Name: Proposed Lease Agreement with Flix Bus (Greyhound)

Department:	Augusta Transit
Presenter:	Sharon Dottery
Caption:	Motion to approve a five (5) year lease agreement with FLIX (Parent company of Greyhound) for use of space in the Transit Transfer Facility located at 1546 Broad Street in Augusta, Georgia.
Background:	• FLIX operates Interstate bus service to and from the City of Augusta. • FLIX has requested operating the previously allocated space at 1546 Broad Street that was previously operated by Southeastern Stages, to operate Greyhound Bus Services. Southeastern Stages has ceased to exist as of October 31, 2025. • If approved the lease agreement with FLIX - Greyhound will be for a five-year period for an agreed upon lease rate. The contract includes provisions where it can be terminated or renewed by Commission. • The lease rates were determined through a fair market value per square foot assessment range by the Tax Assessor. The lease rates include the cost for utilities and space rental. • The areas include a customer service and ticketing counter inside, a bay to board customers, and a baggage storage locker.
Analysis:	• The agreement has been reviewed by Augusta's Legal Department. • Where practical the co-location of Interstate Bus service with a transit facility across the country is becoming commonplace especially in smaller cities where facility space is limited. Currently, within our area the cities of Savannah GA and Columbia SC have their system collocated with Greyhound.
Financial Impact:	Augusta Transit would gain a revenue stream of \$ 167,276,94 over a 5-year period.
Alternatives:	Deny request.
Recommendation:	• In summary, the transit department recommends your approval of this agreement. As we continue to work toward improving transit services in Augusta, we must also consider the benefits of establishing a multi-modal terminal. This will allow residents and visitors in Augusta to access various forms of transportation be it taxicab, commercial bus service, local transit.

Funds are available N/A
in the following
accounts:

REVIEWED AND N/A
APPROVED BY:

LEASE AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this ____ day of August, 2026 (hereinafter called the "execution date") by and between, Augusta, Georgia, a political subdivision of the state of Georgia (hereinafter referred to as "Augusta," or "Landlord"), and Flix North America Inc., a Delaware corporation, its subsidiaries, affiliates, and contracted bus operators (collectively, hereinafter referred to as "Flix," "Tenant", or "Contractor").

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the Premises (described in Attachments "A" and "B" attached hereto and by reference made a part hereof) (the "Leased Premises"), for the term, at the rental rate, and upon all of the terms, covenants, and conditions set forth in this Agreement. Unless otherwise provided herein, any statement of square footage set forth in this Agreement, or that may have been used in calculating rental, is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to revision whether or not the actual square footage is more or less. In addition to Tenant's rights to use and occupy the Leased Premises as hereinafter specified, Tenant shall have the right to use, in common with others, the Common Areas (as defined in Article IX below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the building or to any other buildings at the Transfer Center. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other building and improvements hereon, are herein collectively referred to as the "Leased Premises," "Demised Property," or "Property."

ARTICLE II - LEASE TERM

This Lease Agreement shall commence on August ____, 2026. The term of this Agreement shall be through July 30, 2031. This Agreement shall (i) terminate absolutely and without further obligation on the part of Augusta, as required by OCGA § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement;

Flix North America Inc
Lease Agreement
Contract Number _____

and (iii) terminate absolutely, with no further renewals, on June 30, 2031, unless extended by written amendment.

ARTICLE III - EXTENSIONS

This Agreement may be extended only by written renewal approved by the Landlord and Tenant in accordance with the terms of this Agreement.

ARTICLE IV - DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the term of the Lease shall be in the amount described in Attachments "C" attached hereto and by reference made a part hereof.

Section 2. Payment of Yearly Rent. The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.

Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.

Section 3. Late Charges. Tenant's failure to pay rent within five (5) business days after receipt of written notice of any nonpayment thereof from Landlord is an event of default under this Lease Agreement; provided, however, Landlord shall be required to provide such written notice only two (2) times in any calendar year, and thereafter, such nonpayment shall be an event of default without the requirement of such written notice. Rent payments not received by Landlord by the fifth day of the month **when due shall be subject to a late penalty of one and one-half percent per month until fully paid.**

ARTICLE V - CONSTRUCTION AND COMPLETION

Section 1. Disclaimer. Landlord makes no covenant or warranty respecting the Property's condition or suitability for Tenant's authorized or proposed uses under this Agreement. Except, however, that Landlord will deliver the Property in compliance with applicable code requirements that are not specific to Tenant's use. Tenant represents that it has made an independent inspection of the Property and is not relying upon any representation or warranty whatsoever from Landlord as to suitability or fitness for Tenant's desired uses. Landlord does not warrant the security of Tenant's personal property or fixtures on the Property, including but not limited to vehicles, inventory, passenger luggage, or equipment.

Section 2. Improvements by Tenant. Tenant shall obtain prior written approval from Landlord before improving any part of the Property and all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Property and shall keep the same in full force and effect at Tenant's cost.

The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within fifteen (15) days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including reasonable attorney's fees, occasioned by the Landlord in having said lien removed from the Property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

Tenant is required to obtain written approval from Landlord before making any improvements to the Property.

Section 3. Utilities. Landlord shall pay for all water, sanitation, sewer, electricity, light, heat, gas, and other services incident to Tenant's use of the Leased Premises. Tenant shall be responsible for providing janitorial services to maintain bathrooms and all common areas of use during hours that it operates outside of the normal operation hours of Augusta Public Transit. All bathrooms and common areas shall be cleaned prior to nightly departure.

ARTICLE VI - OBLIGATIONS FOR REPAIRS

Section 1. Landlord's Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of sublessees, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations, or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations, or failures during the entire term hereof.

Section 2. Tenant's Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Tenant, its employees, agents, or contractors.

Section 3. Requirements of the Law. The Tenant agrees that if any federal, state, or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items that are the Landlord's duty to repair pursuant to Section (1) and (3) of this Article; and such federal, state, or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders, or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders, or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations, or modifications at Landlord's expense.

Section 4. Tenant's Alterations. The Tenant shall have the right with the expressed written approval of Landlord, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may only make structural alterations and additions to the Leased Premises provided that Tenant

has first obtained the consent thereto of the Landlord in writing. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to, or upon the Leased Premises and the Tenant agrees to pay for all such licenses or permits.

Section 5. Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, third-party claims, or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents, or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

ARTICLE VII - TENANT'S COVENANTS

Tenant's Covenants. Tenant covenants and agrees as follows:

Section 1. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder), and reasonable wear and tear;

Section 2. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys to any and all locked areas of the demised

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property, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;

Section 3. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

ARTICLE VIII - INDEMNITY BY TENANT

Section 1. Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord from all third-party injury, loss, claims, or damage to any person or property while on the Leased Premises, to the extent caused by the negligent acts or omissions or willful misconduct of Tenant, its employees, agents, contractors, invitees, or Permitted Tenant Operators, except to the extent caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, or licensees. Tenant shall maintain, with respect to the Leased Premises, public liability insurance as defined in Article XI of this Agreement.

Section 2. The Tenant shall be responsible for third-party injury or damage resulting from the negligent acts or omissions or willful misconduct of Tenant, its employees, agents, contractors, or Permitted Tenant Operators in connection with the performance of this Agreement. Tenant shall indemnify and hold harmless Landlord, its elected officials, officers, employees, and agents from and against third-party claims for bodily injury, death, or property damage to the extent caused by such acts or omissions. Notwithstanding the foregoing, Tenant shall not be required to indemnify any Landlord Indemnitee for claims arising from the sole negligence or willful misconduct of Landlord.

Section 3. As between Landlord and Tenant, Tenant shall assume responsibility and liability for third-party claims for injury, death, or property damage asserted by Tenant's employees, vendors, suppliers, or contractors to the extent caused by the negligent or intentional acts or omissions of Tenant or such parties in connection with the performance of this Agreement. Tenant shall indemnify and hold harmless Landlord Indemnitees from and against such third-party claims.

Section 4. Tenant shall provide a defense to Landlord Indemnitees for any third-party claim subject to indemnification under this Article VIII, but only to the extent such claim is covered by the insurance required to be maintained by Tenant under Article XI of this Agreement. Landlord shall have the right to participate in the defense with counsel of its choosing, at its own expense. Tenant's defense obligation shall not apply to claims arising from the sole negligence or willful misconduct of Landlord.

Section 5. No provision of this Agreement and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent, or servant of Augusta, nor shall the Agreement be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

Section 6. The parties agree that Tenant shall be liable for all fines or civil penalties that may be imposed by any local, federal, or state department or regulatory agency that are a result of Tenant's performance of the work under this Agreement. Tenant shall pay the costs of contesting any such fines. Tenant's obligations pursuant to this Article shall survive any acceptance of work, or termination or expiration of this Agreement.

Section 7. Landlord shall give the Tenant timely notice of, and shall forward to Tenant every demand, notice, summons, or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of Landlord to provide such notice shall not affect such rights to indemnification.

Section 8. The indemnification and defense obligations set forth in this Article VIII are intended to be supported by the insurance coverage required under Article XI. To the extent a claim is not covered by such insurance, Tenant's obligations shall be limited to the extent required by applicable Georgia law.

ARTICLE IX- USE OF PROPERTY BY TENANT

Section 1. Permitted Use. For purposes of the Permitted Use described in this Lease, Tenant shall include FlixBus, Greyhound Lines, Inc., and any of Tenant's other subsidiaries, affiliates, and contracted bus operators (collectively, the "Permitted Tenant Operators"). Operation of an intercity bus service and the handling of passengers, baggage and packages, and for those activities normally and customarily incidental to bus public transportation purposes (by way of example and

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not for limitation, permitted use shall include sales counters, passenger waiting areas, passenger restrooms, office and workspace, and passenger and baggage loading and unloading. Tenant shall use and occupy the leased premises for the purpose of operating its intercity bus service. Tenant is not permitted to sell anything other than passenger tickets and freight shipping services without expressed written approval of Landlord, such approval not to be unreasonably withheld, conditioned, or delayed. Tenant shall provide adequate staffing for its operation during its hours of operation. (See Attachment "D" Hours of Operation attached hereto and made a part hereof.)

Section 2. Tenant shall use and occupy the Premises only for the purposes set forth in Section 1 of this Article, or any other use which is incidental thereto, and for any other lawful purpose as approved in advance and in writing by Landlord which approval shall be required. Tenant may not have vending machines on the Premises and it will not receive proceeds from Landlord's vending machine. Tenant cannot sublease any part of the Premises. Tenant shall not use or permit the use of the Premises in a manner that creates waste or a nuisance. Landlord acknowledges that Tenant's proposed use of the Premises for its bus terminal operations does not constitute a nuisance. Tenant shall not allow loitering on the Premises during station hours.

Section 3. Tenant shall not (i) use the premises for any illegal purpose, nor for any purpose that is injurious to the health, safety, and welfare of the public or that may jeopardize Tenant's insurance coverage of the Premises; or (ii) commit, or suffer to be committed, any waste in or on the Premises; or (iii) create or permit any nuisance in or on the Premises. Tenant hereby covenants to Landlord that no hazardous substances, as defined by any federal, state, or local law, will be used or generated on the Premises without the prior written consent from Landlord and in accordance with strict compliance with all local, state, and federal law regarding the same. Landlord reserves the right to go on the Demised Property at any time for the purpose of inspecting the Property.

Section 4. Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sublessee, assignee, or licensee, which or who shall use the property for any other use.

Section 5. Condition. Landlord shall deliver the Premises to Tenant on Commencement Date.

Section 6. Vehicle Parking. Tenant shall be entitled to the use of one (1) bus loading and unloading space located at 1546 Broad Street, Augusta, Georgia as shown in Attachment "A" attached hereto and shall have the non-exclusive use of general parking on the Premises. Four (4) designated parking spaces will be available at the Broad Street facility. Tenant may not park any vehicle at the facility overnight without expressed written approval by the Landlord. Tenant may not at any time allow unauthorized vehicles, other than those designated, to be parked in any bus loading or unloading position.

(a) Except for the Bus Slip Spaces, Tenant shall not permit or allow any vehicles owned or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designed by Landlord for such activities.

(b) If Tenant permits or allows any of the prohibited activities described in this Agreement, then Landlord shall have the right, by providing notice to Tenant, in addition to such other rights and remedies that it may have, to remove or have removed any vehicle in violation and charge the cost for removal to Tenant, which cost shall be immediately payable upon demand by Landlord.

Section 7. Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line to the Transfer Facility and Interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant, and other tenants of the Transfer Facility and their respective employees, suppliers, shippers, customers, contractors, and invitees, including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, and landscaped areas.

Section 8. Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, customers, and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Transfer Facility. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written

consent of the Landlord or Landlord's designated agent which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

Section 9. Common Areas - Rules and Regulations. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend, and enforce reasonable Rules and Regulations with respect to Common Areas. Tenant agrees to abide and conform to all such Rules and Regulations, and to cause its employees, agents, customers, and invitees to so abide and conform. Landlord shall use reasonable effort to ensure compliance with said rules and regulations by other tenants of the Transfer Facility.

Section 10. Common Area Changes. Landlord shall have the right, in Landlord's reasonable discretion and taking into account the nature of Tenant's business, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading, ingress, egress, direction on traffic, landscaped areas walkways and utility raceway;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Transfer Facility to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Transfer Facility, or any portion thereof, and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Transfer Facility as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

Section 11. Common Area-Operational Hours. Landlord shall ensure that all lights, air conditioning, heating, and other utilities required for use of the Common Areas are working during Tenant's normal business hours.

ARTICLE X - SIGNAGE

Section 1. Exterior Signs. Tenant shall have the right (and Landlord hereby approves), at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs. Tenant shall have the right (and Landlord hereby approves), at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises.

Section 3. Southeastern Stages Signs. Landlord, at its sole cost and expense, prior to the Commencement Date, shall remove all Southeastern Stages signage located on the Property.

ARTICLE XI - INSURANCE

Section 1. Insurance Proceeds. In the event of damage to or destruction of the Leased Premises for which insurance coverage is maintained by Tenant, Tenant shall adjust the loss and settle claims with the applicable insurer(s) in good faith.

(a) Limited Assignment of Proceeds. Tenant hereby assigns to Landlord only that portion of the insurance proceeds attributable to the repair or restoration of the Building structure and Landlord-owned building components to the extent reasonably required to repair or restore the Leased Premises to substantially the condition existing immediately prior to the casualty. All insurance proceeds attributable to Tenant's personal property, trade fixtures, equipment, improvements, betterments, and business interruption or extra expense coverage shall belong exclusively to Tenant and shall not be subject to this assignment.

(b) Segregation and Use of Proceeds. Any insurance proceeds payable to Landlord pursuant to this

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Section shall be deposited into a segregated, non-commingled account and shall be used solely for the repair or restoration of the Leased Premises. Landlord shall be entitled to withdrawals from such account from time to time to pay the actual costs of repair or restoration, upon submission of reasonable evidence that such costs have been incurred.

(c) Timing of Repairs. Landlord shall commence repair or restoration work promptly after receipt of applicable insurance proceeds and shall thereafter prosecute such work with commercially reasonable diligence, subject to delays caused by force majeure events or insurer-related delays beyond Landlord's reasonable control.

(d) Excess or Insufficient Proceeds. Any insurance proceeds remaining after completion of the required repair or restoration shall be paid to Tenant. In the event insurance proceeds are insufficient to complete such repair or restoration, Tenant shall not be required to fund any deficiency except to the extent such casualty was caused by Tenant's gross negligence or willful misconduct.

(e) No General Assignment; Reservation of Rights. Except for the limited assignment expressly set forth in this Section, nothing herein shall be deemed to grant Landlord any ownership interest in, or control over, Tenant's insurance policies or proceeds. Section 2. Subrogation.

Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

Section 3. Intentionally Deleted.

Section 4. Insurance Requirements. Tenant shall procure and maintain, or cause others to procure and maintain, for the duration of the Agreement insurance against claims for injuries to persons or damages to property, or theft which may arise from or in connection with the performance of the work hereunder by Tenant, its agents, representatives, employees,

subcontractor, including but not limited to the procuring of insurance against claims for injuries to persons or damages to property including claims that may arise at the transfer facility, or theft of any and all property either owned by Landlord or leased by Landlord or otherwise used by Tenant in connection with the services described in the Agreement. Landlord shall be added as an additional insured for claims arising out of operations performed by Tenant under this Agreement.

- (1) Minimum Limits of Insurance: The Tenant shall, without expense to Landlord, provide certificates of insurance that are acceptable to Landlord as follows:

(a) Commercial General Liability Insurance including Garage Liability Insurance. Commercial general liability insurance is to be provided with limits not less than the following: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Subject to Policy aggregate limit of \$2,000,000.

(b) Automobile Liability. Comprehensive automobile liability insurance is to be provided with limits not less than the following: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage including passenger liability.

(c) Umbrella Liability. Umbrella insurance is to be provided with limits not less than the following: \$5,000,000 per occurrence for bodily injury, personal injury, and property damage in excess of limits required under (a) or (b) above.

(d) Worker's Compensation and Employer Liability: Statutory workers compensation insurance is to be provided in compliance with the requirements of the State of Georgia and Employers Liability limits of \$1,000,000 per accident.

(e) Intentionally omitted.

(f) Employment Practice Liability: \$1,000,000 each occurrence and aggregate.

- (2) Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by Landlord. At the option of Landlord, either, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the deductibles or self-insured retentions as respects Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers; or Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- (3) Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability, Automobile Liability, and Umbrella Liability Coverage: Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers are covered as insured as respects liability arising out of activities performed by or on behalf of Tenant; products and completed operations of Tenant; premises owned, occupied, or used by Tenant; or vehicles owned, leased, hired, or borrowed by Tenant. The coverage shall contain no special limitations on the scope of protection afforded to Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers.

Tenant's insurance coverage shall be primary insurance with respect to Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers.

Any failure to comply with reporting provisions of the policies shall affect coverage provided to Augusta, Georgia, the Board of Commissioners, its officers, employees and volunteers.

Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against Augusta,

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Georgia, the Board of Commissioners, its officers, officials, employees, and volunteers for losses arising from work performed by Contractor for Augusta.

(c) Certificates of Insurance. Certificates shall state that the policy or policies shall not expire or be cancelled or altered without at least sixty (60) days' prior written notice to Landlord.

This insurance for Landlord as the additional insured shall be as broad as the coverage provided for the named-insured Tenant. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to Augusta as the additional insured.

Such certificates shall be sent to Augusta, Georgia and must identify the "Certificate Holder" as follows:

Augusta, Georgia
Attn: Division of Risk Management
535 Telfair Street, Suite 920
Augusta, Georgia 30901

(d) Acceptability of Insurers. Insurance is to be placed with insurers with a Risk Retention Group or otherwise acceptable to Augusta, Georgia.

(e) Verification of Coverage. Tenant shall furnish Landlord with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The policies, certificates, and endorsements are to be in a form acceptable to Landlord and are to be received and approved by Augusta, Georgia prior to commencement of any work or service performed under this Agreement. Tenant is to commence no activity with regard to performance of the Agreement until the required insurance has

been obtained. Augusta reserves the right to require complete, certified copies of all required insurance policies, at any time.

(f) Subcontractors. Tenant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(g) Rights Reserved. Landlord reserves the right to reject any and all insurance Proposals, to waive any informality in Proposals and, unless otherwise specified by the Proposer, to accept any item in the Proposal. Landlord, solely at its option, may purchase any or all of the insurance coverage required in these specifications directly to cover its own and Tenant's interests, in lieu of Tenant providing such coverage.

(h) Claims Information and Loss. Tenant shall make available to Landlord, through its record or the records of their insurer, information regarding a specific claim or claims. Any loss run information available from Tenant or its insurer will be made available to Landlord upon its request.

ARTICLE XII-DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2. Repairs and Restoration. If during the Lease term any buildings or improvements now or hereafter on the Property be destroyed wholly or partially by fire, theft, the elements, or any other cause, or if the leased premises should be damaged so that rebuilding cannot reasonably

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be completed within ninety (90) working days after the date of written notification by Tenant to Landlord of the destruction, Tenant may, in its sole and absolute discretion, terminate this Lease Agreement and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification. It shall be in the sole discretion of the Landlord to authorize repairs under this section. Prior written approval from Landlord is required for all repairs requested under this section.

Section 3. Partial Destruction. If the leased premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, this Lease Agreement shall not terminate, and Landlord shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the building or other improvements to substantially the same condition in which they existed prior to the damage. If the leased premises are to be rebuilt or repaired and are untenantable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Tenant, its agents, employees, invitees, or those for whom Tenant is responsible, the rent payable under this Lease Agreement during the period for which the leased premises are untenantable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that the Landlord fails to complete the necessary repairs or rebuilding within ninety (90) working days from the date of written notification by Tenant to the Landlord of the destruction, Tenant may at its option terminate this Lease Agreement by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease Agreement shall cease to exist.

ARTICLE XIII - DEFAULT

Section 1. Termination for Convenience. Landlord or Tenant may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Landlord or Tenant, as applicable, elect to terminate the Lease Agreement, in whole or in part, by delivering to the other party, at the address listed in Article XIV of this Agreement, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to such other party at least ninety (90) days prior to the effective date of termination.

Section 2. Termination for Default. If Tenant fails to perform in the manner called for in the Agreement, or if Tenant fails to comply with any other provisions of the Agreement, Landlord may terminate this Agreement for default. Termination shall be effected by serving a notice of termination to Tenant setting forth the manner in which Tenant is in default, affording Tenant a reasonable time within which to cure such default, such reasonability to be determined under the circumstances of such default, and Tenant failing to cure such default prior to the expiration of such period. Tenant shall pay to Landlord all outstanding remittance through the date of termination in accordance with the manner of performance set forth in the Agreement. Tenant shall be liable for all outstanding payment due at the date of termination.

Section 3. If Tenant's lease is terminated by Landlord pursuant to Section (1) or (2) above, the termination will not affect any rights or remedies of Landlord then existing or which may thereafter accrue against Tenant.

Section 4. Tenant Default. If the Tenant defaults by failing to substantially perform, in accordance with the terms of this Agreement, Landlord shall, in the case of a termination for breach or default, provide written notice thereof of Tenant and allow Tenant an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If Tenant fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) business days after receipt by Tenant of written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Agreement without any further obligation to Tenant. Any such termination for default shall not in any way operate to preclude the Landlord from also pursuing all available remedies against Tenant and its sureties for said breach or default.

Section 5. Waiver of Remedies for any Breach. In the event that the Landlord elects to waive its remedies for any breach by Tenant of any covenant, term, or condition of this Lease Agreement, such waiver by the Landlord shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

Section 6. Tenant shall remove Tenant's property from the Property and surrender the Property to Landlord subsequent to Termination for Default of this Agreement. If Tenant fails to remove

any of Tenant's property within ten (10) business days after the termination of this Lease, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove Tenant's property without liability to Landlord. Landlord shall not be responsible for the value, preservation, or safekeeping of Tenant's property. In addition, if Tenant fails to remove Tenant's property from the Property or storage, as the case may be, within ten (10) days after written notice, Landlord may deem all or any part of Tenant's property abandoned, and title to Tenant's property shall be deemed to be immediately vested in Landlord.

Section 7. Landlord Default. If Landlord defaults by failing to substantially perform, in accordance with the terms of this Agreement, Tenant shall provide written notice to Landlord setting forth the nature of the default and the request for cure within thirty (30) calendar days from the date of receipt of the written notice. In such case, the written notice shall state the time period in which cure is permitted and other appropriate conditions. If Landlord fails to remedy to the Tenant's satisfaction the breach or default within thirty (30) days after receipt by Landlord of written notice, Tenant shall have the right to terminate the Agreement without any further obligation to Landlord.

Section 8. Landlord, may, in its sole discretion, terminate this Lease Agreement immediately for any breach of this Agreement by Tenant that endangers or could endanger the public health, safety, or welfare, or which jeopardizes, or could jeopardize, in the reasonable opinion of Landlord, its financial condition or Landlord's ability to continue receiving appropriations. Notice of termination under this subsection shall be in writing and shall be effective upon delivery to Tenant.

Section 9. Except as otherwise provided in this agreement, neither party shall be entitled to recover, lost profits, special, consequential or punitive damages, reasonable attorney's fees, or costs from the other party to this Agreement for any reason whatsoever.

Section 10. Tenant's obligations pursuant to this Agreement shall survive any Acceptance of Services, or expiration or termination of this Agreement.

ARTICLE XIV - EXTENSIONS/WAIVERS/DISPUTES

Section 1. Extension Period. Any extension hereof shall be subject to the provisions of Article III of this Agreement.

Section 2. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Notices. Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery to Landlord's Chief Executive Officer, (c) overnight courier service, or (d) delivered in person to the Tenant or its authorized representative on the work site. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Tenant to Landlord's authorized representative or by the Landlord to the Tenant's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to Landlord:

Augusta, Georgia
Office of the Mayor
535 Telfair Street, Suite 200
Augusta, GA 30901

With a copy to:

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

and

Sharon E. Dottery, Director
Augusta Transit
2844 Regency Boulevard
Augusta, Georgia 30904

If to Tenant:

Flix North America Inc.
 Attention: Legal Department
 PO Box 660362
 Dallas, TX 75266

With a copy to: Flix North America
 Attention: Real Estate Department
 PO Box 660362
 Dallas, TX 75266

ARTICLE XV - PROPERTY DAMAGE

Notwithstanding any contrary provisions of this Lease Agreement, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission of Landlord, or Landlord's agents, employees, or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VI hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost, or expense arising therefrom.

ARTICLE XVI - FTA CLAUSES

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is obligated by and to Augusta, Georgia (hereinafter referred to as Augusta, Georgia) for any specifications or documentation required of Augusta, Georgia under these clauses.

1. **No Government Obligation to Third Parties.** The contractor agrees, absent express written consent of the Federal Government, that the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to any third party contractor, or any sub-recipient, or any other party pertaining to any matter resulting from this contract or purchase order. The contractor agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

2. **Program Fraud and False or Fraudulent Statements and Related Acts.** The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801, *et seq.*, and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this contract or purchase order. Upon execution of the underlying contract, the contractor certifies and affirms the truthfulness and accuracy of any statement it has made, causes to be made, makes, or may make pertaining to the contract or the underlying FTA-assisted project for which this contract or purchases order is being performed. In addition to other penalties that may apply, the contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government may deem appropriate. The contractor also acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC § 5307, the Federal Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n) (1) on the contractor, to the extent the Federal Government deems appropriate. The contractor agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. Contractor shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provisions.

3. **Access to Records.**

a) The contractor agrees to provide Augusta Georgia, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the contractor that are directly pertinent to this contract for the purposes of making audits, inspections, examinations, excerpts, transcriptions, and reports. Contractor further agrees to provide Augusta Georgia, the FTA Administration or their authorized representatives or agents access to contractor's records and construction sites pertaining to a major capital project as defined at 49 USC § 5302(a)l that is receiving federal financial assistance through any program described at 49 USC §§ 5307, 5309 or 5311. The contractor shall require its subcontractors to provide access to

their books, documents, papers, and records to the representatives identified above for the purposes described herein.

b) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as may be reasonably requested.

c) Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or authorized representative (including a Project Management Oversight (PMO) contractor) access to contractor's construction sites and records pertaining to a major capital project, defined at 49 USC § 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 USC §§ 5307, 5309, or 5311.

d) The contractor further agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until Augusta Georgia, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. *See also* 49 CFR 18.39(i)(1).

4. **Federal Changes.** The contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Grant Agreement FTA MA (21) dated October 1, 2014, between Augusta Georgia and the FTA, as they may be promulgated or amended from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

5. **Civil Rights.** The following requirements apply to this purchase order or contract:

- a. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, as amended, 42 USC § 12132, and Federal transit law at 49 USC § 5332, as each may be amended from time to time, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with all applicable federal implementing regulations and any other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity.** The following equal opportunity requirements apply to this purchase order or contract:

- (1) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any other applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(2) **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and federal transit law at 49 USC § 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, contractor agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

c. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.

6. **Incorporation of Federal Transit Administration (FTA) Terms.** This contract, agreement, or purchase order shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this attachment or in the contract and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Project or contract as described in FTA Circular 4220.1F, dated November 1, 2008, Rev. 3/18/2013, and the FTA's Master Grant

Agreement FTA MA (21) dated October 1, 2014, as each may be amended from time to time. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in the contract, agreement, or purchase order. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any requirement that would cause the Augusta, Georgia to be in violation of its Agreement with FTA, or Augusta, Georgia to be in violation of any FTA terms and conditions applicable to this Project of any grant the Augusta, Georgia may have with FTA. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

7. **Energy Conservation.** The contractor agrees to comply with mandatory standards and policies related to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

MONITORING AND ENFORCEMENT MECHANISMS 26.37

Augusta, Georgia will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

- (a) Augusta, Georgia will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (*e.g.*, referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR Part 26.
- (b) Augusta, Georgia will consider similar action to the extent permitted by applicable law, including making responsibility determination in future contracts and solicitations. The DBE Liaison Officer and appropriate staff will make prompt compliance determinations regarding contractors. Documentation of non-compliance will include the specific areas in which the contractor failed to comply.

In these instances, appropriate action, consistent with the DBE Program and contract provision will be taken.

- (c) Augusta, Georgia will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by direct observation, along with written certification in conjunction with monitoring of contract performance (i.e. DBE pay application and certification).
- (d) The DBE Liaison Officer shall, for every project subject to the DBE Program, keep and maintain a running tally of actual DBE attainments (i.e. payments actually made to subcontractors), including a means of comparing these attainments to commitments.

ADMINISTRATIVE RECONSIDERATION 26.53(d)

- (a) Within five days of being informed by Augusta, Georgia that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following Reconsideration Official:

Administrator of Augusta, Georgia
 535 Telfair Street, Room 910
 Augusta, Georgia 30901
 (706) 821-2400

- (b) The Reconsideration Official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.
- (c) As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Reconsideration Official will

send the bidder/offeror a written decision on the reconsideration, explaining the basis for the decision. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

ADDITIONAL TERMS AND CONDITIONS

8. **RECYCLED PRODUCTS.** The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

9. **ADA Access.** If this purchase order or contract pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with 42 U.S.C. §§12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities.

DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments, and will certify compliance to the extent required by the regulations. ADA and ABA Accessibility Guidelines for Buildings and Facilities: <http://www.access-board.gov/guidelines-and-standards>

ARTICLE XVII - MISCELLANEOUS

Section 1. Fixtures. All personal property, furnishings, and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business

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made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge, and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Extraordinary remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

Section 4. Registration of Corporation. Tenant certifies that it is in compliance with the State of Georgia statutory requirements governing registration of corporations and/or assumed business names.

Section 5. Safety. Precautions shall be exercised at all times for the protection of persons and property. The Tenant shall conform to all federal, state, local, and county regulations while performing under the terms and conditions of the Agreement. Any fines levied by the above-mentioned authorities because of inadequacies or incidents associated with these requirements shall be borne exclusively by the Tenant.

Section 6. Labor Disputes. If Tenant has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Tenant immediately shall give notice, including all relevant information, to Landlord.

Section 7. Georgia Laws Govern. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

Section 8. Venue. This Agreement shall be deemed to have been made and performed in Augusta, Georgia. For the purpose of venue, all suits or causes of action arising out of this Agreement shall be brought in the Superior Court of Richmond County, Georgia. Tenant, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

Section 9. Cooperation with Landlord. Tenant shall maintain regular communications with Landlord and the administrative staff of the Augusta Public Transit Department and shall actively cooperate in all matters pertaining to this Agreement including, with limitation, assisting Landlord in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with the Tenant's provision of services under this Agreement.

Section 10. Subcontracting. Except for the Permitted Tenant Operators, which are hereby expressly approved by Landlord, no agreement shall be made by the Tenant with any other party for furnishing any of the work or services herein contracted for, without the prior written approval of Landlord. The Tenant understands and agrees that it shall be a breach of this Agreement to subcontract any portion of the Agreement without such approval from Landlord.

Section 11. Assignments. Landlord has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the Tenant. Except for any Permitted Tenant Operators, which are hereby expressly approved by Landlord, Tenant agrees it shall not delegate, assign, subcontract, transfer, pledge, convey, sell, or otherwise

dispose of the whole or any part of this Agreement or its right, title, or interest therein to any person, firm, or corporation without the prior written consent of Landlord. Any attempted assignment by Tenant without prior express written approval of Landlord shall at Landlord's sole option terminate this Agreement.

Section 12. Policy of Non-Discrimination. Tenant shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. Tenant shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, national origin, marital status, disability, or any other factor that cannot be lawfully used as a basis for the provision or denial of service delivery.

Section 13. Licenses, Permits and Certifications. Prior to execution of this Agreement, Tenant shall provide Landlord with copies of all required licenses, certifications, and permits for the Tenant and/or all of Tenant's employees, personnel, agents, or Subcontractors performing services that require licensure by federal, state, or local authority. Tenant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications, and permits required under federal, state, and local laws necessary to perform the services required by this Agreement. Tenant is solely responsible for obtaining any license or other authorization required by law to perform the services required in this Agreement.

Section 14. Drug Free Workplace. Tenant shall maintain a Drug Free Workplace.

Section 15. Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

Section 16. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the remainder of the Agreement shall be in full force and effect and enforceable in accordance with its terms.

Section 17. No Conflict. Tenant represents and warrants that it presently has no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of its duties and obligations hereunder. Tenant further covenants and agrees for itself, its agents, employees, directors, and officers to comply fully with the provisions of the Official Code of Georgia (OCGA §§ 45-10-20 *et seq.*) and the provisions of the AUGUSTA, GA CODE of Ethics governing conflicts of interest of persons doing business with Augusta, as such provisions now exist and may be amended hereafter. Tenant represents and warrants that such provisions are not and will not be violated by the Agreement or the Tenant's performance hereunder.

Section 18. Prohibited Interests. No official of Augusta, Georgia who is authorized in such capacity and on behalf of Augusta, Georgia to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract, or any subcontract in connection with the Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof. No officer or employee of or for Landlord who is authorized in such capacity and on behalf of Augusta, Georgia to exercise any legislative, executive, supervisory, or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Agreement.

Section 19. Compliance with Applicable Laws. The Tenant's attention is directed to the fact that all applicable federal, state, and county laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work shall apply to the Agreement throughout, and they all will be deemed to be included in the Agreement the same as though herein written out in full. The Tenant shall keep itself and its employees

fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Tenant discovers any discrepancy or inconsistency in this Agreement in relation to any such law, regulation, ordinance, order, or decree, Tenant shall promptly report the same, in writing, to Landlord. Tenant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify Landlord and its agents against any all-third-party damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Tenant or its employees.

Section 20. Georgia Open Records Act. Tenant shall comply with the Georgia Open Records Act, OCGA § 50-18-70 *et seq.*

Section 21. Sole Agreement. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding upon the parties. No amendment or modifications of this Agreement shall be enforceable unless approval by action of Augusta, Georgia.

Section 22. Installation of Equipment. Tenant is prohibited from installing any equipment on Landlord's property without prior written approval of the Director of Transit.

Section 23. Authority. If either party hereto is a corporation, trust, or general or limited partnership, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on its behalf. If it is a corporation, trust or partnership, Tenant shall, within thirty (30) days deliver to Landlord evidence satisfactory to Landlord of such authority.

Section 24. Independent Contractor. Contractor shall perform this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship or status. Nothing in this Agreement shall in any way be construed

to appoint or constitute Contractor as the agent, employee, or representative of Landlord. The manner and method of completing the work undertaken by Contractor shall be determined in its sole discretion.

Section 25. Tenant shall not use, store, keep, release, discharge, dispose of, or spill any toxic or hazardous substances, wastes, or materials on the Leased Property, nor use or store any such substance that will have any residual effect beyond the lease term.

Section 26. Entry by Landlord. Tenant shall permit Landlord, and Landlord's agents and assigns, to enter the leased property, at any time, for the purposes of inspection for compliance with the terms of this Lease Agreement, exercise of all rights under this Lease Agreement, and all other lawful purposes.

Section 27. Abandonment by Tenant. Should Tenant breach this Lease Agreement and abandon the property prior to the natural expiration of the lease term, Landlord may continue this Lease in effect by not terminating Tenant's right to possession of the property, in which case Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease Agreement including the right to recover rent as it becomes due.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE LINES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

FLIX NORTH AMERICA INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

AUGUSTA, GEORGIA

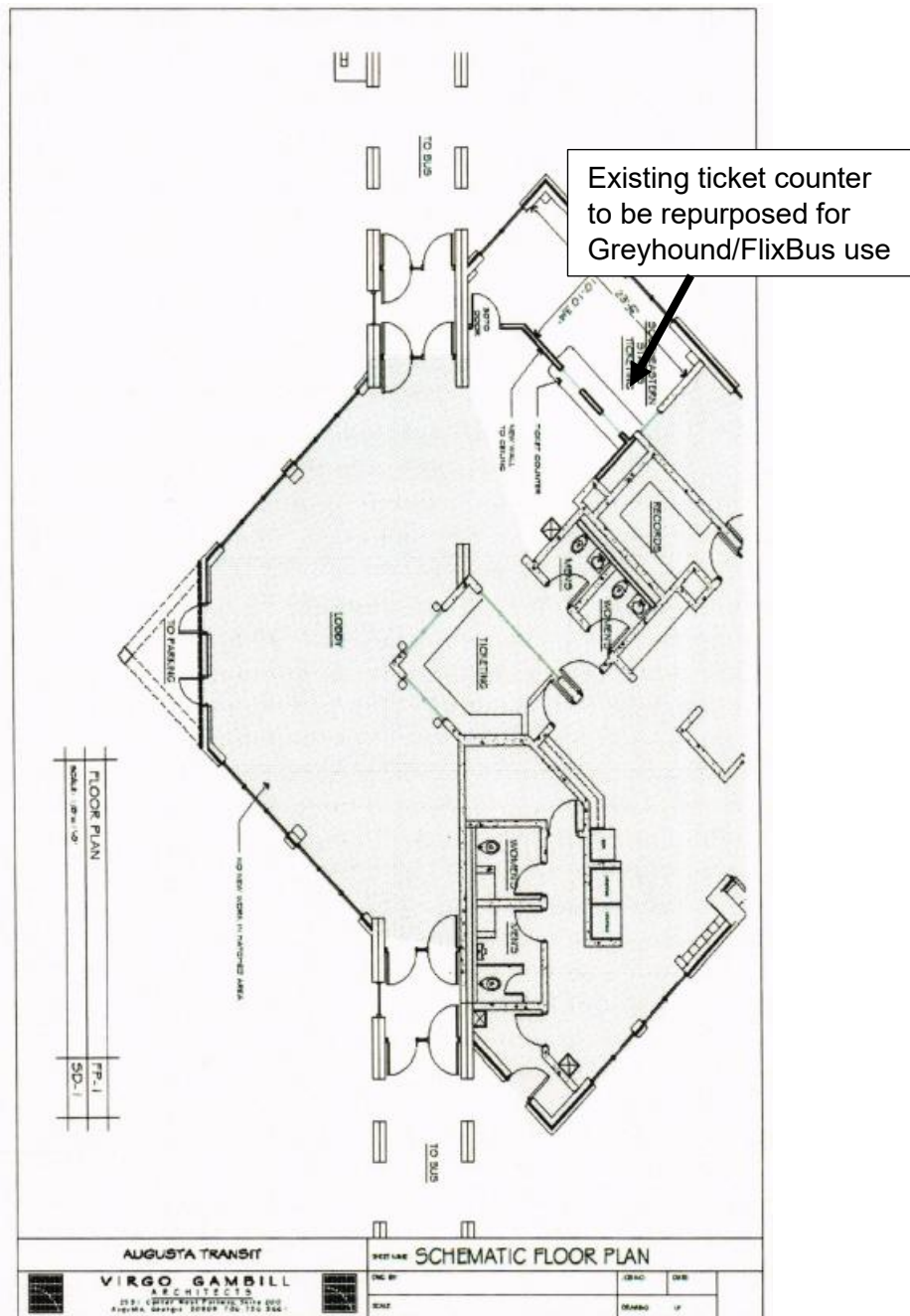
By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____



ATTACHMENT B



ATTACHMENT C

TENANT PAYMENT SCHEDULE*

INITIAL TERM	PERIOD: FROM- TO	ANNUAL RENT	MONTHLY RENT
Year 1	08/1/26- 07/31/27	\$31,200.00	\$ 2,600.00
Year 2	08/1/27- 07/31/28	\$32,292.00	\$ 2,691.00
Year 3	08/1/28- 07/31/29	\$33,422.22	\$ 2,785.18
Year 4	08/1/29- 07/31/30	\$34,560.00	\$ 2,882.67
Year 5	08/1/30- 07/31/31	\$35,802.72	\$ 2,983.56

ATTACHMENT D



Public Services Committee Meeting

July 28, 2026

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-36 – Existing Location, New Ownership: Retail Package Beer and Wine. Anil K. Kasturi applicant for Himadri Investments 2026 LLC, to be used in connection with 3333 Mike Padgett Hwy, Augusta GA 30906. District 6, Super District 10.
Background:	Existing Location, New Ownership
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$1330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Case Number: A.N. 26-36

Application Type: Retail Package Beer & Wine– Existing Location, New Ownership

Business Name: Himadri Investments 2026, LLC

Hearing Date: July 28, 2026

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

Applicant: Anil K. Kasturi

Property Owner: K W Chang Properties LLC

Address of Property: 3333 Mike Padgett Hwy

Tax Parcel #: 123-3-111-00-0

Commission Districts: District 6,
Super District 10



ANALYSIS:

Location Restrictions:

- **Zoning:** 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 with 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 \$1330.00.

RECOMMENDATION:

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

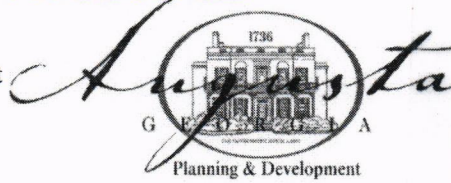
Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

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

RECEIVED
07/08/2026
fw

ORIGINAL

Alcohol License Application
Physical Address:
Augusta Planning & Development
1803 Marvin Griffin Rd
Augusta, GA 30906
706-312-5038



Item 2.

Alcohol License Number (Office Use Only): LCB2026 0000792 AN 26-36

Alcohol Beverage Application

Business Legal Name: HIMADRI INVESTMENTS 2026, LLC

If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as a foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 3333 Mike Padgett Hwy. Augusta, GA. 30906

(Complete Street Address— City, State, Zip Code)

Business Location: Map & Parcel #: 123-3-111-00-0 Zoning: B1

Business Phone: 706 798-8349 Home Phone: [REDACTED]

Applicant Name: Anil K. Kasturi

Applicant's Address: [REDACTED]
(Complete Street Address – City, State, Zip Code)

Applicant's Social Security: [REDACTED] Date of Birth: [REDACTED]

If Applicant is a transfer, list previous Applicant: _____

Location Manager(s): 1. Anil K. Kasturi

2. _____

3. _____

Is Applicant an American Citizen or Alien lawfully admitted for permanent residency? ☐ Yes ☐ No

Ownership Information

Corporation (if applicable): Date Chartered: 04/29/2026

Mailing Address:

Name of Business: Pump N Go #33

Attention: Anil K. Kasturi

Address: [REDACTED]

City/State/Zip: [REDACTED]

Ownership Type: ☒ Corporation ☐ Partnership ☐ Individual

Corporate Name: Himadri Investments 2026, LLC

List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Click or tap here to enter text. Anil K. Kasturi	Click or tap here to enter text. Member-Owner	Click or tap here to enter text. [REDACTED]	Click or tap here to enter text. 3333 Mike Padgett Hwy.	Click or tap here to enter text. 100
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text. Augusta, GA. 30906	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

What type of business will you operate in this location?

☐ Restaurant – Full ☐ Restaurant – Limited ☐ Hybrid ☐ Lounge ☒ Convenience Store
☐ Package Store ☐ Other: _____

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

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

Have you ever applied for an Alcohol Beverage License before? ☒ Yes ☐ No

If so, give year of application and its disposition: John's Party Center, Currently License since 2018
3307 Make Padgett Hwy Augusta, GA. 30906

Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages?

☒ Yes ☐ No If so, please initial: 

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

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 regulation 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:

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 offense 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.

List owner or owners of the building and property.

Laxmi Oil

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

Himadri Investments 2026,LL (Anil K. Kasturi)

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 being sold.

A) Church: _____

C) School: _____

B) Library: _____

D) Public Recreation: _____

State of Georgia, Augusta-Richmond County, I, Anil K. Kasturi, 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.

Anil K. Kasturi
Applicant Signature

I hereby certify that Anil K. Kasturi is personally known to me. 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 administered by me, has sworn that said statements and answers are true.

This 09 day of June, in the year 2026.

Office Use Only

Department Recommendation	Approve	Deny	Comments
Alcohol Inspection	☒	☐	Click or tap here to enter text. <u>Cwoody</u>
Sheriff	☒	☐	Click or tap here to enter text. <u>EB</u>
Fire Inspector	☐	☐	Click or tap here to enter text.

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

Administrator

Date



Public Services Committee Meeting

July 14, 2026

Massage Operator's License Application

Department:	Planning and Development Department
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	M.N 26-06: A request by David Whitters II for Massage Operator's License to be used in connection with Oasis Massage & Spa located at 3351 Wrightsboro Road Ste 101. District 5, Super District 9.
Background:	New Location
Analysis:	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
Financial Impact:	The applicant will pay an application fee of \$120.00, and a fee based on Gross Revenue.
Alternatives:	N/A
Recommendation:	Planning & Development 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.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



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

Application Type: Massage Operators License – New Location

Business Name: Oasis Massage & Spa

Hearing Date: July 14, 2026

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

Applicant: David Whitters II

Property Owner: MMB Broyhill LLC

Address of Property: 3351 Wrightsboro Rd
STE 101

Tax Parcel #: 041-4-014-01-0

Commission Districts: District 5,
Super District 9

Background: New Location



ANALYSIS:

Location Restrictions:

- **Zoning:** B2

LICENSE REQUIREMENTS:

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

Qualifications for Operator's License, Section 6-4-3

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to criminal background check. No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law within ten (10) years prior to filing date of the application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two (2) years to filing the application for an operator's license,
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears to the Augusta-Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation on the proposed business to direct and manage its affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted.

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

RECOMMENDATION:

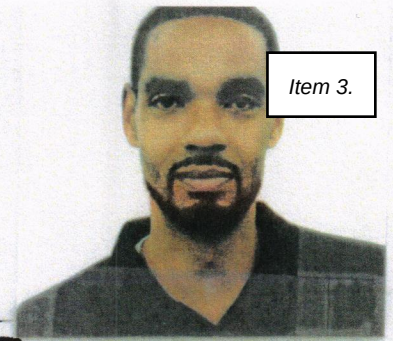
Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

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

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

COPY

PERSONNEL STATEMENT
1803 MARVIN GRIFFIN ROAD
AUGUSTA, GA. 30906



Item 3.

- 1) Full Name of Applicant: David Lee Whithers II
- 2) Home Address: [REDACTED]
- 3) Telephone #: [REDACTED] SS#: [REDACTED] Date of Birth: [REDACTED]
- High School Diploma: Yes ☒ No ☐ or GED: Yes ☐ No ☐
- 4) Trade name of Business of which personnel statement is a part of: Oasis Massage + spa
- 5) Business Address: 3351 Wrightsboro Rd Suite 101 Augusta, Ga 30909
- 6) Business Telephone: 706-399-9354
- 7) Position of Applicant in Business: CO-Owner
- 8) Other names used by applicant: maiden name, names used in former marriages, alias, stage name and/or nicknames _____
- 9) Place of Birth: Mt. Holly, NJ U.S. Citizen (☒ yes () no
- Naturalized: _____ Date, Place and Court: _____
- Certification No: _____
- 10) Martial Status: () Married () Divorced () Separated () Widowed ☒ Single
- 11) If married, divorced, or widowed, complete the information requested below.
- Full name of spouse: _____ SS# _____
- 12) Applicants: Height: 6'3" Weight: 190 Age: 40
- Color Hair: Black Color Eyes: Brown

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

From		To		Occupation and Description of Duties Performed	Salaries Received	Employees	State	Reason for Leaving
Month	Year	Month	Year					
08	25			LMT	\$25/hr	4	Ga	N/A
03	21			LMT	\$45/hr	6	Ga	N/A

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

From		Street	City	State
Month	Year			
03	2010	1065 Bertram Rd Apt C	Augusta	Ga
05	2009	3002 Galsquad Way	Augusta	Ga

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

Julius Dixon 1065 Bertram Rd, 7 yrs 706 496 4253
 Adam Land 1065 Bertram Rd 10 yrs 706 421 9897
 Darryl Dixon, N. Augusta SC, 7 yrs, 803 215 4619

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

Not accepted (Disability)

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county, or municipal law, regulation or ordinance? (Do not include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition. No

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

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

VERIFICATION

State of Georgia Columbia County

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

David L Whitters II
 Applicant's signature (Full name in ink)

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

This 11th day of May in the year 2026

Richard F. Oglesby
 Notary Public

Sheriff Department Approval _____ Disapproval _____

RICHARD F. OGLESBY
 NOTARY PUBLIC
 COLUMBIA County
 State of Georgia
 My Comm. Expires December 11, 2026



Administrative Services Committee

Meeting Date:

2026 – EMA – Ford Explorer

Department:	Central Services Department – Fleet Management
Presenter:	Horace Green
Caption:	Motion to approve the purchase of one Ford Explorer at a total cost of \$47,502.00 for the Richmond County Emergency Management Agency utilizing the GA Statewide Contract.
Background:	The Richmond County Emergency Management Agency has requested the purchase of one 2026 Ford Explorer to be used to facilitate emergency preparedness, disaster response, incident coordination, and recovery operations. The vehicle also supports routine preparedness activities, training exercises, site inspections, meetings, and community outreach to ensure operational readiness. Fleet Management requested approval from the Procurement department to issue a LOIs to place the order until the Augusta Commission has approved the purchase. Once approval is obtained, Fleet Management will acquire the purchase order and submit it to the vendor to secure the asset purchase.
Analysis:	The Procurement Department approved the purchase of a 2026 Ford Explorer from Akins Dodge Ford via letter of intent to purchase. The upfitting was sent via request to quote to various vendors and the lowest compliant vendor was West Warning Equipment Sales and Services.
Financial Impact:	(1) 2026 Ford Explorer Durango Pursuit - \$42,170.00 – Akins Dodge Ford EMA Decals - \$113.00 – AKO Signs EMA Upfitting Emergency Package - \$5,219.00 – West Warning Equipment Sales and Services
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one Ford Explorer at a total cost of \$47,502.00 for the Richmond County Emergency Management Agency.
Funds are available in the following accounts:	\$47,502.00: SPLOST VII Account #329-03-1130/216-03-6001/54.22110



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

LETTER OF INTENT TO PURCHASE VEHICLE FROM AKINS FORD DODGE

This letter of intent dated, **July 10, 2026**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **one (1) 2026 vehicles** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-001-SPD0000218-0005

The specific specifications and pricing information for this purchase is attached.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Akins Ford Dodge (Attn: Savanna)
220 W. May Street, Widner, GA 30680
3. **Vehicles Total Purchase Price:** \$42,170.00
4. **Source:** Georgia Statewide Contract Number: **99999-001-SPD0000218-0005**

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Vehicle	Department	Price
One (1)	2026 Ford Explorer	Emergency Management Agency	\$42,170.00

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Sincerely,

Andy Penick, CPSM, GCPM, GCPA. MBA
Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes



Central Services Department

Horace Green, Director
LaQuona Porter, Fleet Manager

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

MEMORANDUM

TO: Andy Penick, Director, Procurement Director 
FROM: Horace Green, Director, ~~Central Services Director~~
DATE: June 29, 2026 
SUBJECT: Request to Utilize State Contract #SWC 99999-001-SPD0000218-0005
Administrative Vehicles

Central Services-Fleet Management request to utilize state contract #SWC 99999-001-SPD0000218-0005 (Administrative Vehicles) and a "Letter of Intent" (LOI) to purchase one vehicle for the Augusta Richmond County Emergency Management Agency.

The state contract holder, Akins Ford Dodge, informed Fleet Manager there is a small stock inventory for Ford Explorers. The vendor requested a LOI to hold one Ford Explorer in their inventory until the Augusta Commission approves the purchase. Once approved, Fleet Management will acquire the purchase order and submit it to the vendor for securing the asset purchase.

EMA is requesting the purchase of one 2026 Ford Explorer utilizing capital funds. The new vehicle will be assigned to the Director of EMA. Central Services-Fleet Management has consulted with the department to ensure the vehicle specifications meet their operational needs.

Please approve the use of the state contract and LOI in total amount of \$42,170 to Akins Ford Dodge. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LP/kb



BUYER'S ORDER / INVOICE / BILL OF SALE

Item 4.

P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES										SALESPERSON		PROSPECT #			
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS										STOCK NUMBER		DATE			
AUGUSTA GEORGIA										TYPE - R.F.W.T.L.		FLEET#			
STREET ADDRESS				CITY			COUNTY		STATE		ZIP CODE				
MAILING ADDRESS				CITY			COUNTY		STATE		ZIP CODE				
HOME PHONE			CELL OR PAGER #			OFFICE OR WORK PHONE			E-MAIL ADDRESS						
PRIMARY PURCHASER INFORMATION										BASE PRICE		\$41,982.00			
SOCIAL SECURITY		DRIVER'S LICENSE #			DATE OF BIRTH			NAD #		Hitch		\$68.00			
VEHICLE PURCHASED										Delivery		\$120.00			
TYPE		YEAR		MAKE		MODEL		BODY				\$0.00			
NEW		2026		FORD		EXPLORER									
CYLINDERS		TRANSMISSION		FUEL		COLOR		TRIM		VIN					
4		AUTO				BLACK		ACTIVE		1FMUK7DH1TGB53157					
KEY CODE		OTHER			ODOMETER					TOTAL PRICE INCLUDING DEALER OPTIONS		\$42,170.00			
TRADE-IN #1										ADJUSTED PRICE INCL DISCOUNT(S)		\$42,170.00			
YEAR		MAKE			VIN					GROSS TRADE-IN ALLOWANCE		\$0.00			
MODEL		STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$		TRADE DIFFERENCE		\$42,170.00			
PAYOFF AMOUNT		GOOD UNTIL			ACCOUNT NUMBER					SERVICE & DOCUMENTATION FEE		\$0.00			
PAYOFF OWED TO		PHONE NUMBER			QUOTED BY					TAXABLE AMOUNT		\$42,170.00			
ADDRESS		CITY			STATE			ZIP CODE		SALES TAX		0% \$0.00			
TRADE-IN #2										TAG & TITLE FEE		\$0.00			
YEAR		MAKE			VIN					GA WARRANTY RIGHTS FEE (NEW ONLY)		\$0.00			
MODEL		STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$		PRICE INCLUDING TAX & FEES		\$42,170.00			
PAYOFF AMOUNT		GOOD UNTIL			ACCOUNT NUMBER					BALANCE OWED ON TRADE(S)		\$0.00			
PAYOFF OWED TO		PHONE NUMBER			QUOTED BY					TOTAL PURCHASE PRICE W/TRADES		\$42,170.00			
ADDRESS		CITY			STATE			ZIP CODE		REBATE(S) ASSIGNED TO DEALER		\$0.00			
LIEN HOLDER										DEPOSIT RECEIPT #		\$0.00			
PURCHASED VEHICLE LIEN HOLDER					LIEN HOLDER CODE					CASH DOWN RECEIPT \$		\$0.00			
ADDRESS					CITY			STATE		ZIP CODE		SERVICE CONTRACT		\$0.00	
INSURANCE										GAP					
COMPANY					POLICY NUMBER					UNPAID BALANCE					
AGENT					PHONE					NET DUE UPON DEL CASH/CHECK CONTRACT		\$42,170.00			
ADDRESS					CITY			STATE		ZIP CODE					
Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.															
PURCHASER'S SIGNATURE					ACCEPTED BY:										
DATE					DEALER OR HIS AUTHORIZED REPRESENTATIVE										
CO-PURCHASER'S SIGNATURE					DATE										

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

E-mail
laurawest1@comcast.net

Item 4.
QUOTE

Date	Quote #
5/27/2026	8848

Name / Address
FIRSTVEHICLE-TRANSDEV US ATTN: ACCOUNTS PAYABLE 720 E. BUTTERFIELD RD STE 300 LOMBARD IL 60148

Qty	Item	Description	Rate	Total
1	Misc	2026 FORD UTILITY-POLICE PKG- EMA - PAIRING OF RED & GREEN LIGHTS	3,014.00	3,014.00
1	LABOR	54" LIGHTBAR W/ CORNER DUAL COLOR RED/ GREEN , INTERIOR FRONT RED W/ TD, INTERIOR REAR RED W/ TWO OUTER AMBER, LIGHTBAR STRAPS & LIGHT CONTROLLER TO OPERATE LIGHTBAR LABOR TO INSTALL ABOVE	150.00	150.00
NOTES: LIGHTBAR IS QUOTED WITH A LIGHT CONTROLLER AS IF IT WAS THE ONLY THING BEING INSTALLED LIGHTBAR IS NOT IN STOCK AND NOT A COMMON BUILD FOR THE MANUFACTURE- BAR COULD TAKE UP TO 4 WEEKS BUT WOULD NOT KNOW FOR SURE AN ESTIMATED TIME UNTIL ORDER IS PLACED- ONCE LIGHTBAR IS IN HOUSE WE WOULD BE ABLE TO PICK THE VEHICLE UP WITHIN A WEEK-VEHICLE WOULD BE COMPLETED WITHIN THAT WEEK AFTER PICK UP IF NOT SOONER				

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.

Sales Tax (8.5%)	\$0.00
Total	\$3,164.00

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

E-mail
laurawest1@comcast.net

Item 4.
QUOTE

Date	Quote #
5/27/2026	8849

Name / Address
FIRSTVEHICLE-TRANSDEV US ATTN: ACCOUNTS PAYABLE 720 E. BUTTERFIELD RD STE 300 LOMBARD IL 60148

Qty	Item	Description	Rate	Total
1	Misc	2026 FORD UTILITY-POLICE PKG- EMA- PAIRING OF RED & GREEN LIGHTS		
		FRONT INTERIOR WINDSHIELD LIGHTBAR- SINGLE COLOR RED W/ 2 DUAL COLOR GREEN /WHITE MODULES , INCLUDES LIGHT CONTROLLER TO OPERATE LIGHTS	1,454.00	1,454.00
1	Misc	REAR INTERIOR WINDSHIELD LIGHTBAR-SINGLE COLOR RED W/ 2 OUTER DUAL COLOR GREEN/ AMBER MODULES	1,304.00	1,304.00
1	Misc	2 FRONT GRILL LIGHTS DUAL COLOR RED/GREEN	379.00	379.00
1	Misc	SIDE MARKER LIGHTS-FLUSH-FRONT AND REAR QUARTER PANEL- RED/WHITE	856.00	856.00
1	Misc	2 REAR TAG LIGHTS DUAL COLOR RED/GREEN	558.00	558.00
1	Misc	TRIPLE OUTLET, FIRE EXT	143.00	143.00
1	Misc	TINT 35% W/ FRONT 6" STRIP	325.00	325.00
1	LABOR	LABOR TO INSTALL ABOVE	200.00	200.00
NOTE: QUOTE DID NOT LIST A CONTROLLER FOR LIGHTS NOR A SIREN OR SPEAKER- WE INCLUDED A LIGHT CONTROLLER IN OUR QUOTE BUT DID NOT LIST A SIREN OR SPEAKER(S) THREE ITEMS LISTED ARE STOCK ITEMS THE OTHERS WILL NEED TO BE ORDERED-LIGHT CONFIGURATION IS NOT A COMMON BUILD SO LEAD TIME COULD BE 4 WEEKS BUT WOULD NOT KNOW FOR SURE UNTIL ORDER WAS PLACED- ONCE ITEMS ARE ALL IN HOUSE WE COULD PICK UP THE VEHICLE WITHIN A WEEK WITH THE BUILD BEING DONE WITHIN WEEK OF PICK UP IF NOT SOONER. DUE TO THE SPECIAL COLOR CONFIGURATION OF THESE LIGHTS THEY WILL NOT BE ABLE TO CHANGE WHEN ORDER IS PLACED AS THE MANUFACTURE WILL NOT ALLOW IT				

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Sales Tax (8.5%)	\$0.00
Total	\$5,219.00



QUOTE

DATE:
Date : 05/22/2026

TO: AUGUSTA

QUOTE #
395

CUSTOMER BUILD
EMA PIU

COMPANY	PREPARED BY	PAYMENT TERMS	DUE DATE
AKINS Emergency Solutions	Josh	NET30	TBD

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	FEDERAL SIGNAL FRONT AND REAR INTERIOR VISOR LIGHTS		0
1	FEDERAL SIGNAL SMART CONTROL SIREN AND AMP (1 SPEAKER INCLUDED)		0
2	SPEAKER AND BRACKET		0
4	4-FRONT GRILLE LIGHTS(FEDERAL SIGNAL)		0
4	4-SIDE MARKER LIGHTS(FEDERAL SIGNAL) FLUSHED INTO CAR		0
2	TAG LIGHTS		
1	12V 3 OUTLET BOX		0
1	FIRE EXTINGUISHER AND BRACKETS		
1	WINDOW TINT		
1	SHOP SUPPLIES		
1	LABOR		
SUBTOTAL			\$5,650.72
TOTAL			\$5,650.72

MAKE ALL CHECKS PAYABLE TO AKINS
Thank you for your business!

220 WEST MAY STREET WINDER, GA 30680

ESTIMATE

Blue Badger Upfitters LLC
3696 Washington Rd
Augusta, GA 30907-6102

julie@bluebadgerupfitters.com
+1 (706) 524-0996



Bill to
Richmond County Fleet
1568 Broad St. Bldg. C
Augusta, Georgia 30901

Ship to
Richmond County Fleet
1568 Broad St. Bldg. C
Augusta, Georgia 30901

Estimate details
Estimate no.: 1346
Estimate date: 05/26/2026
Expiration date: 06/30/2026

Product or service	Description	Qty	Rate	Amount
	2026 Ford Explore PIU EMA Admin Package FRONT/REAR INTERIOR LIGHT BARS			
Vehicle Parts - Non Taxable	FED-SIFMJS-FPIU25-P3 SIFMJS; STOCKED R/G/W	1	\$870.10	\$870.10
Vehicle Parts - Non Taxable	FED-SIFMJH-FPIU20-P3 SIFMJH; STOCKED R/G/W	1	\$870.10	\$870.10
Vehicle Parts - Non Taxable	FED-MPS63U-RGW MICROPULSE ULTRA 6, TRI-COLOR, CLEAR LENS RED, GREEN, WHITE (4) GRILL. (4) SIDE MARKER, (2) TAG	10	\$124.30	\$1,243.00
Vehicle Parts - Non Taxable	FED-MPS63U-FPIU20WW WEDGE KIT,WHEEL WELL,20FPIU,4	1	\$22.74	\$22.74
Vehicle Parts - Non Taxable	FED-OBDCABLE16-7 OBDII INTERFACE CABLE	1	\$112.20	\$112.20
Vehicle Parts - Non Taxable	FED-EXPMOD24 24 CHANNEL EXPANSION MODULE	1	\$216.70	\$216.70
Vehicle Parts - Non Taxable	FED-CNTRLR-6B CNTRLR, CONV, LBAR, 6BTN	1	\$268.18	\$268.18
Vehicle Parts - Non Taxable	12V TRIPLET OUTLET	1	\$45.00	\$45.00

Sublet	TINT	1	\$200.00	\$200.00
Vehicle Parts - Non Taxable	5 LB FIRE EXTINGUISHER W/ VEHICLE BRACKETS	1	\$115.00	\$115.00 <i>Item 4.</i>
Shop Supplies	MISC SHOP SUPPLIES	1	\$30.00	\$30.00
Labor	LABOR	1	\$2,640.00	\$2,640.00

All packages we build come with a one-year response guarantee. We will respond to your agency within 24 weekday hours to troubleshoot, address, or repair any critical malfunctions of equipment we install. For critical malfunctions that result in the vehicle being removed from service, we will respond within 24 hours. For minor issues, our response time will be within 72 hours.

Terms unless otherwise agreed to by both parties: Equipment and installations are billed separately. 50% of equipment due at time of order. Remaining 50% of equipment due upon arrival of equipment. Blue Badger will store and insure all equipment, property of the customer, at no additional charge. Labor billed by vehicle at the time each vehicle is delivered to the customer.

****GUARANTEED INSTALLATION WITHIN 30 DAYS OF FULL EQUIPMENT DELIVERY****

			Total	\$6,633.02
			Expiry date	06/30/2026

Accepted date

Accepted by



ACCOUNTS PAYABLE
AKO Signs Inc.
P.O. Box 80561
Athens GA 30608

Office: 706-210-5595
Fax: 706-210-5605
see website for more info

Estimate

Item 4.

ESTIMATE NO. 026-2133

DATE 6/10/2026

NAME / ADDRESS

SHIP TO

Augusta Fleet Management
1568C Broad Street
Augusta, GA 30904

ORDERED BY		P.O. NO.	TERMS	REP	DUE DATE
Kaycee			Net 10	ETD	6/18/2026
QTY	ITEM	DESCRIPTION		COST	TOTAL
2	Door Decals INST	Description:"EMA logo" Size: to fit a 2026 Ford Explorer (black) Printed Vinyl:180Cv3 Color:see proof Overlamine: 8518 Mask:yes Finishing: Installed		49.00	98.00
0.25	Artwork	Includes logo clean up, logo creation, or consultation.		60.00	15.00
Thank you for the opportunity!			TOTAL \$113.00		

Customer acknowledges that any change, alteration or additional charges added to the order shall be subject to further charge as reasonable for the additional materials, labor and margin. Customer grants a security interest in the signage for payment of any amounts not paid upon delivery. Amounts not paid when due shall accrue interest at 19% per annum in addition to attorneys fees of 15% of the amount collected. Customer acknowledges that all payments hereunder shall be made out to AKO Signs, exclusively. Customer shall rely only upon official AKO proof documents, and shall not rely upon any representation or statement by salesperson in conflict therewith. This approval agreement composes the entire agreement between and among the parties.

SIGNATURE _____

DATE _____



Administrative Services Committee Meeting

Meeting Date:

2026 – UTIL-FM – RC MOWERS – SWC

Department:	Central Services – Fleet Management
Presenter:	Horace Green; Central Services Director
Caption:	Motion to approve the purchase of two RC mowers, at a total cost of \$150,000 from Jet-Vac Equipment Atlanta, GA for the Utilities Department utilizing the Georgia Statewide Contract.
Background:	The Utilities Facilities Maintenance is requesting the purchase of two remote-controlled slope mowers for use at our reservoir facilities. In accordance with Safe Dams Program requirements, vegetation has been cleared from the reservoir embankments to allow for proper inspection and maintenance. Ongoing mowing of these slopes is necessary to maintain compliance and preserve clear visibility of the embankments. Due to the steep terrain and operating conditions, it is neither practical nor safe to use conventional ride-on mowing equipment. Remote-controlled slope mowers provide a safer and more effective method for maintaining these areas while significantly reducing the risk of operator injury. The purchase of these mowers will help ensure continued compliance with dam safety requirements, improve employee safety, and provide an efficient means of maintaining the reservoir slopes. Jet-Vac Equipment Company LLC will hold the order for two RC Mowers until the Augusta Commission has approved the order. Once approved, Fleet Management will acquire the purchase order and submit it to the vendor for delivery of the asset purchases. Funding is available in Utilities accounts 506-04-3520/54.21120 and 506-04-3540/54-21120.
Analysis:	The Procurement Department approved the request to utilize the GA statewide contract #99999-SPD0000177-0002 and issued a letter of intent to purchase two RC mowers utilizing department funds Utilities accounts 506-04-3520/54.21120 and 506-04-3540/54-21120.
Financial Impact:	(2) – 2026 RC Mowers R-52 Tracked Remote Mower - \$75,000.00/each
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of two RC mowers, at a total cost of \$150,000 from Jet-Vac Equipment Atlanta, GA for the Utilities Department.

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

- Utilities – Acct #506-04-3520/54-21120 & Acct #506-04-3540/54-21120

**REVIEWED AND
APPROVED BY:**

N/A



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

LETTER OF INTENT TO PURCHASE RC Mowers from Jet-Vac Equipment

This letter of intent dated, **July 17, 2026**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **two (2) 2026 RC Mowers** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-001-SPD0000117-0002

The specific specifications and pricing information for this purchase is attached.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Jet-Vac Equipment
3. **RC Mower Total Purchase Price:** \$150,000.00

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Vehicle	Department	Orig. Price	SWC Discount	SWC Price
Two (2)	RC Mower R-52 Remote Mower	Utilities Fac Maintenance	\$78,390.69	\$3,390.69	\$75,000.00/ea.

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Sincerely,

Andy Penick, CPSM, GCPM, GCPA, MBA
Director of Procurement

Attachments: Mower Purchase Price /Specifications/Quotes



Pancy

Procurement Department

Item 5.

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

LETTER OF INTENT TO PURCHASE RC Mowers from Jet-Vac Equipment

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2. **Seller:** Jet-Vac Equipment
3. **RC Mower Total Purchase Price:** \$150,000.00

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Vehicle	Department	Price
Two (2)	RC Mower R-52 Remote Mower	Utilities Fac Maintenance	\$78,390.69

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Sincerely,

Andy Penick, CPSM, GCPM, GCPA, MBA
Director of Procurement

Attachments: Mower Purchase Price /Specifications/Quotes



Central Services Department

Horace Green, Director
LaQuona Porter, Fleet Manager

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

MEMORANDUM

TO: Andy Penick, Director, Procurement Director *AP*
FROM: Horace Green, Director, Central Services Director
DATE: July 13, 2026 *HG*
SUBJECT: Request LOI to purchase two RC Mowers for the Utilities Department – Facilities Maintenance Division

JUL 16 '26 AM 8:27

Central Services-Fleet Management requests LOI to purchase two RC mowers for the Utilities-Facilities Maintenance division. The state contract holder, Jet-Vac Equipment Company, LLC, has two RC mowers that meets the departmental needs. The statewide contract number is 99999-001-SPD0000177-0002.

(2) - 2026 RC Mowers R-52 Tracked Remote Mower - \$75,000.00 each = \$150,000.00

The Utilities Facilities Maintenance is requesting the purchase of two remote-controlled slope mowers for use at our reservoir facilities. In accordance with Safe Dams Program requirements, vegetation has been cleared from the reservoir embankments to allow for proper inspection and maintenance. Ongoing mowing of these slopes is necessary to maintain compliance and preserve clear visibility of the embankments.

Due to the steep terrain and operating conditions, it is neither practical nor safe to use conventional ride-on mowing equipment. Remote-controlled slope mowers provide a safer and more effective method for maintaining these areas while significantly reducing the risk of operator injury. The purchase of these mowers will help ensure continued compliance with dam safety requirements, improve employee safety, and provide an efficient means of maintaining the reservoir slopes.

Jet-Vac Equipment Company LLC will hold the order for two RC Mowers until the Augusta Commission has approved the order. Once approved, Fleet Management will acquire the purchase order and submit it to the vendor for delivery of the asset purchases. Funding is available in Utilities accounts 506-04-3520/54.21120 and 506-04-3540/54-21120.



FLORIDA SHERIFFS
ASSOCIATION



Sourcewell

HGACBuy
THE SMART PURCHASING SOLUTION

Date: 06/17/2026

Quoted To:

Augusta Utilities Department (Wylde)
aud-invoice@augustaga.gov
535 Telfair St., Municipal Bldg #1000
Augusta GA 30901-2379

Location: ATLANTA

Quote Number: Q01031

Expiry Date: 07/17/2026

Salesperson: ROB SPILLER
(678) 525-7938
rob@jet-vac.com

Responsible: BRITTANY WINDHAM
brittany@jet-vac.com

Attention: John Goodenough

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

[UNIT #1] RC MOWERS R-52 Tracked Remote Mower	78,390.69
52" Deck, Vanguard 37hp Engine (Gen 5.0)	

4500 lb Winch Kit + Installation
Consumable Kit (R-52)

[UNIT #2] RC MOWERS R-52 Tracked Remote Mower	78,390.69
52" Deck, Vanguard 37hp Engine (Gen 5.0)	

4500 lb Winch Kit + Installation
Consumable Kit (R-52)

Additional Charges	
JET-VAC DISCOUNT	-6,781.38

Comments

GA STATE CONTRACT (DOAS)
CONTRACT ID: # 99999-001-SPD0000177-0002
CONTRACT DESCRIPTION: Tractors, Mowers, and Earthmoving Equipment
CONTRACT TERM: 06/01/2026 through 05/31/2027

QUOTE AMOUNT REFLECTS GA STATE CONTRACT PRICING & INCLUDES 8.5%
CONTRACT DISCOUNT - FREIGHT INCLUDED IN SALES PRICE

Selling Price:	150,000.00
Tax:	
Net Selling Price:	150,000.00

Accepted by:

Prepared by:

Katie Cornelius

From: Stephen Orton
Sent: Friday, July 10, 2026 1:15 PM
To: Kaycee Gordy
Subject: RE: 2- rc mowers

Follow Up Flag: Follow up
Flag Status: Flagged

Kaycee, here you go

To Whom It May Concern:

The Utilities Department is requesting the purchase of two remote-controlled slope mowers for use at our reservoir facilities. In accordance with Safe Dams Program requirements, vegetation has been cleared from the reservoir embankments to allow for proper inspection and maintenance. Ongoing mowing of these slopes is necessary to maintain compliance and preserve clear visibility of the embankments.

Due to the steep terrain and operating conditions, it is neither practical nor safe to use conventional ride-on mowing equipment. Remote-controlled slope mowers provide a safer and more effective method for maintaining these areas while significantly reducing the risk of operator injury. The purchase of these mowers will help ensure continued compliance with dam safety requirements, improve employee safety, and provide an efficient means of maintaining the reservoir slopes.

Stephen H. Orton MSc, PE , CAP, CCST, Master Electrician
 Facility Engineering & Maintenance Division
 Augusta Utilities Department
 Maintenance Superintendent
 Cell - (706) 836-7283
sorton@augustaga.gov

Surround yourself with the best people you can find, delegate authority, and don't interfere as long as the policy you've decided upon is being carried out.

Ronald Reagan



www.ISA.Org

From: Kaycee Gordy <KGordy@augustaga.gov>
Sent: Thursday, July 9, 2026 3:22 PM

To: Stephen Orton <SOrton@augustaga.gov>

Subject: RE: 2- rc mowers

Stephen,

Please provide detailed justification for both mowers. Thank you!

Kaycee Gordy | Fleet Operations Specialist
Augusta - Richmond County | Central Services Department
 1568 Broad St Bldg. C | Augusta, Georgia 30901
 (p) 706-821-2894 | (c) 762-622-0744
kgordy@augustaga.gov | www.augustaga.gov



From: Stephen Orton <SOrton@augustaga.gov>

Sent: Thursday, July 9, 2026 2:46 PM

To: Kaycee Gordy <KGordy@augustaga.gov>

Subject: RE: 2- rc mowers

Highland 506043520-5421120 \$75,000

Hicks 506043540-5421120 \$75,000

Stephen H. Orton MSc, PE , CAP, CCST, Master Electrician
 Facility Engineering & Maintenance Divison
 Augusta Utilities Department
 Maintenance Superintendent
 Cell - (706) 836-7283
sorton@augustaga.gov

Surround yourself with the best people you can find, delegate authority, and don't interfere as long as the policy you've decided upon is being carried out.

Ronald Reagan



www.ISA.Org

From: Kaycee Gordy <KGordy@augustaga.gov>
Sent: Thursday, July 9, 2026 10:15 AM
To: Stephen Orton <SOrton@augustaga.gov>
Subject: RE: 2- rc mowers

Stephen,

Please provide the account number and we will proceed with the procurement process. Do you have a quote from the state contract vendor on which RC mower you want?

Kaycee Gordy | Fleet Operations Specialist
Augusta - Richmond County | Central Services Department
 1568 Broad St Bldg. C | Augusta, Georgia 30901
 (p) 706-821-2894 | (c) 762-622-0744
kgordy@augustaga.gov | www.augustaga.gov



From: Stephen Orton <SOrton@augustaga.gov>
Sent: Tuesday, July 7, 2026 9:06 AM
To: Kaycee Gordy <KGordy@augustaga.gov>
Subject: 2- rc mowers

Kaycee, we need to get 2 more RC mowers for our water treatment plant Reservoirs and I will get you an account number for this if you are good to go with getting of state contract, Andy Penick said he was fine with it

Stephen H. Orton MSc, PE , CAP, CCST, Master Electrician
 Facility Engineering & Maintenance Divison
 Augusta Utilities Department
 Maintenance Superintendent
 Cell - (706) 836-7283
sorton@augustaga.gov

Surround yourself with the best people you can find, delegate authority, and don't interfere as long as the policy you've decided upon is being carried out.

[Ronald Reagan](#)



www.ISA.Org

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AED:104.1



Engineering Services Committee

Meeting Date: 7/28/2026

The Purchase of 50-ton Screw jacks for #9 Turbine Front Gate

Department:	4416- Utilities
Presenter:	Wes Byne
Caption:	Motion to Approve Sole Source Purchase of 50-ton Screw jacks from Bearings and Drives, Inc in the amount of \$69,200.00
Background:	The company is the established authorized representative and supplier for the existing gear jack equipment currently installed throughout the facility. They possess the technical expertise, product knowledge, and engineering experience necessary to ensure complete compatibility with our existing infrastructure. Procuring this equipment from the existing supplier maintains system standardization, minimizes installation and operational risks, preserves manufacturer support, and eliminates the need for costly modifications or compatibility testing that could result from using an alternate supplier.
Analysis:	“This is a Sole Source request, and a PO was requested due to the time sensitiveness of the repair. Therefore, this agenda is for your information only”.
Financial Impact:	There cost \$69,200. for the purchase of the 50-ton screw jacks.
Alternatives:	No Alternatives.
Recommendation:	Recommendation is to award the Sole Source Purchase to Bearings and Drives Inc.
Funds are available in the following accounts:	506-04-3580-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A



Print Form

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

Vendor: Bearings and Drives Inc E-Verify Number: 155500

Commodity: Screw jacks for Canal gate

Estimated annual expenditure for the above commodity or service: \$ 69,200.00

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

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

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

Name: Stephen Orton Department: 4416 Date: 6/30/2026

Department Head Signature: [Signature] Date: 30 Jun 26

Approval Authority: [Signature] Date: 07/06/2026

Administrator Approval: (required not required) Date:

COMMENTS:

Commission Approval Required



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

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

FROM: Stephen Orton P.E.

DATE: 6/30/2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

Approved:
[Signature]
AUD Director

Bearings and Drives Inc. is the sole authorized supplier capable of providing the custom-engineered gear jack system required for Pump #9 at the Raw Water Pumping Station. The company is the established representative and supplier of the existing gear jack equipment currently installed throughout the facility, providing the technical expertise and product knowledge necessary to ensure complete compatibility with our existing infrastructure.

This project involves replacing the original hydraulic gate operating system with a custom-designed mechanical gear jack assembly engineered specifically for the Pump #9 intake gate. The new system will provide improved gate control while eliminating the potential for hydraulic fluid contamination of the raw water canal, thereby reducing environmental risk, improving system reliability, and lowering long-term maintenance requirements.

Awarding this purchase to another vendor would require the development of an alternate design, introduce compatibility and integration concerning existing equipment, increase engineering and commissioning costs, and create unnecessary maintenance and spare parts inventory challenges. Standardizing on the existing gear jack manufacturer and representative also ensures consistent operation, readily available replacement parts, and continued technical support.

For these reasons, Bearings and Drives Inc. is the only source that can provide the required custom-engineered solution while maintaining compatibility with the Authority's existing equipment and meeting the operational, environmental, and reliability requirements of this critical infrastructure project.

Dear Stephen Orton,

I hope this reaches you well. I wanted to reach out regarding the screw jacks that we are working with B&D Industrial on to help you guys. B&D Industrial brought us in for support on quoting the jacks based on your needs. We have worked with the B&D team and engineers to design this custom screw jack specific to your application. Typically, with custom designs, we would work with one distributor, and in this case that is B&D Industrial.

With this being said, B&D Industrial is the only company that has worked with us on designing this jack to fit your application. This is a custom piece that has taken some engineering to design for you all. B&D Industrial is the sole source for this screw jack based on design/engineering.

Regards,

Tom Yardito

Tom Yardito 06/29/2026

Regional Sales Manager – Joyce/Dayton

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 6/30/2026
DIVISION Facilities Maintenance
FUND #: 506043580 5425110
SHIP TO:

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

VENDOR: Bearings and Drives, Inc
ADDRESS: p.o box 4325 Macon, Ga 31208
PHONE #: 706-707-7265
QUOTED BY: Scott Cotton

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	50 Ton Guide Screw Jack	3	21,900.00	65,700.00		0.00		0.00
2.	RWJT115045-192.00-STD-X			0.00		0.00		0.00
3.	STD-X			0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES			3,500.00	3,500.00		0.00		0.00
TOTAL				69,200.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Screw jacks for #9 Intake Gate where the Hydraulics system has failed us twice

REQUESTED BY: Steve Olson

APPROVED BY: John Goodenough

Approved:
John Goodenough
AUD Director



SERVING INDUSTRY SINCE 1947

Augusta Utilities Department

Electric Gate Cylinders- Augusta Utilities Department

Prepared For:

Colton Scott

Date:

06/16/2026

Quote Number:

352011 Rev A

Prepared By:

William Wilkinson

wwilkinson@bdindustrial.com

(762) 958-2944

INDUSTRIAL
CONTROL PANELS



Applications Engineering Group
3905 Steve Reynolds Blvd
Ste 100
Norcross, GA 30093

Quote Number: 352011 REV A

Quote Date: 06/16/2026

Quote By: William Wilkinson

THIS QUOTE IS GOOD FOR 30 DAYS FROM THE ABOVE DATE. IT DOES NOT INCLUDE FREIGHT OR TAXES AND IS SUBJECT TO B&D INDUSTRIAL STANDARD TERMS AND CONDITIONS

For questions on the quote:

Email: aeg@bdindustrial.com

Quotation For: Augusta Utilities Department

Ship To:

2421 Riverlook Dr, Augusta, GA 30904

Bill to:

2421 Riverlook Dr, Augusta, GA 30904

Description	Qty	Unit Price	Extended Price
50 Ton Guide Screw Jack : RWJT1150I4S-192.00-STDx-STDx-X (Jack Only No Drive Components)	3	\$21,900.00	\$65,700.00
Freight	1	\$3,500.00	\$3,500.00
		Sub-Total	\$69,200.00

Jack Model Number: RWJT1150I4S-192.00-STDx-STDx-X

Description of Jack: The selected jack is a 50 tons maximum load worm gear machine screw jack with a Reverse Base housing, 10.7:1 ratio gearset, inverted, translating, male clevis (4) end condition with standard lead screw. The left hand input shaft is standard. The right hand input shaft is standard.

Selected Jack Data

Screw Diameter 4.5 Inches

Screw Pitch 0.666 Inches

Screw Lead 0.666 Inches

Gear Ratio 11 :1

Screw Thread Root Diameter 3.758 Inches

Static Load 25000 Pounds

Dynamic Load 25000 Pounds

Rise 192 Inches

Linear (travel) Speed 21.853 in/min

Loading Condition Tension & Compression

Unsupported Length 192 Inches

Column end Fixity guided

Column Safety Factor 3.775 :1

Allowable Continuous Travel 361.985 Inches

Performance Details

Input Speed 350 rpm

Screw Torque (Raising) 9437.318 in*lb

Screw Torque (Lowering) 4055.822 in*lb

Input Starting Torque (Raising) 2493.275 in*lb

Input Starting Torque (Lowering) 1320.821 in*lb

Input Running Torque (Raising) 1622.231 in*lb

Input Running Torque (Lowering) 754.201 in*lb

Input Running Power (Raising) 9.009 HP

Input Running Power (Lowering) 4.188 HP

Stresses & Factors of Safety F.S. Yield F.S. Ultimate Actual Value (lb/in²)

Screw Max. Shear Stress 26.6:1 47.2:1 1,446

Screw Max. Tensile Stress 29.9:1 35.4:1 2,572

Nut Thread Bending Stress 32.7:1 84:1 1,072

Nut Thread Shear Stress 86.3:1 332.9:1 203

Input Shaft Stress 7.9:1 17.9:1 3,778

Sleeve Cap (Bolt) Tensile Stress 168.1:1 201.1:1 303

Sleeve Cap (Bolt) Thread Shear Stress 37.3:1 66.9:1 684

Worm Cap Bolt Stress 12.5:1 16.3:1 7,358

Worm Cap Bolt Thread Shear Stress 25.9:1 50.7:1 1,776

Misc. Data

Max. Allowable Screw Endplay At Capacity 0.212 Inches

Max. Allowable Screw Endplay At Load 0.315 Inches

Nominal Endplay for a New Jack 0.019 Inches

Thrust Bearing Life 2.94E+7 Inches

Input Shaft Bearing Life 5.59E+7 Inches



Terms and Conditions for AEG/MAS Services

Scope

These Terms and Conditions apply to all custom designs, projects, and engineering services provided by B&D Industrial under AEG/MAS Services. By placing an order, the customer agrees to the terms set forth herein unless otherwise negotiated and documented.

Milestones and Payments

For projects with significant value (generally \$25,000 or more), progressive payments may be required at key stages of the order. These milestones can include, but are not limited to:

- A percentage due at the time of order.
- A percentage due upon delivery of design drawings or other early project deliverables.
- A percentage due when equipment or hardware ships.
- Final amounts due upon completion of commissioning or other services, if applicable.

Specific amounts, timing, and structure of these payments will be determined based on the scope and nature of the project. In cases where commissioning services are included in the hardware scope as a single line item, the full amount may be invoiced at shipment, with the project remaining open for up to 90 days for any additional scope-related work.

Purpose

The purpose of B&D's terms and conditions is to equalize the risk between the customer and B&D Industrial. We believe in true partnerships, and partnerships share risks.

We understand that these terms may not work for all customers and are willing to negotiate. However:

- Any negotiation must be conducted and documented in writing.
- If new terms are not negotiated and agreed upon in writing, **B&D's standard terms will apply after 15 days of receipt of order**, regardless of language included on the customer's purchase order.

Additional Payment Terms

1. **Past Due Accounts:** Any past due amount may result in delays in processing orders and/or suspension of the open account, even if the account remains within its credit limit.
2. **Service Charges:** Customers agree to pay a monthly service charge of **1.5% on invoices past due 30 days or more (18% APR)** unless otherwise negotiated.

Corporate Headquarters: 607 Lower Poplar Street, Macon, GA 31201

Phone: 478.746.7623 Fax: 478.742.7836

www.bdindustrial.com

3. **Collection Costs:** In the event of non-payment requiring a collections agent or legal proceedings, the customer agrees to bear all expenses of collections and/or legal proceedings plus attorney fees.
 4. **Business Structure Changes:** Customers must notify B&D Industrial of any change in business structure (e.g., incorporation, change of ownership). Without such notice, the original principals to whom credit was extended remain liable. Notification must be sent by certified or registered mail and acknowledged by return receipt.
 5. **Returned Checks:** Customers will be charged the current legal amount for returned checks.
 6. **Credit Card Transactions:** All credit card purchases are subject to a **3% transaction fee**.
-

Acceptance

By placing an order with B&D Industrial under AEG/MAS Services, the customer acknowledges acceptance of these Terms and Conditions unless an alternate agreement has been negotiated and documented in writing.

Cancellations and Returns

Any custom design can be canceled during the first week of the design-build process for zero cost or penalty. After the first week, the cost to cancel (minimum of 30%) is based on the investment in B&D and will be billed at the appropriate rate based on the value of the hardware and engineering time incurred.

Any goods returned must be in a first-class, saleable condition, returned freight prepaid in its original container, subject to inspection by B&D Industrial. Goods failing to so confirm will not be subject to any refund, whatsoever.

Custom manufactured parts designed and engineered by B&D partner vendors, after receiving customer-signed approval drawings or documents, cannot be cancelled or returned for any reason without the written consent of an officer of B&D Industrial.

Taxes

This quotation does not include any federal, state, or local taxes that may apply. Taxes and permits are the responsibility of the Customer.

Confidentiality and Patents

Even without a non-disclosure agreement, B&D acts if there is one in place based on our Ethical rules. We expect the same treatment for our designs, proposals, and discussions.

B&D Industrial agrees to hold harmless and protect the customer against all losses or damages and lawsuits arising from actual or alleged infringement of the US. Patent by products designed by B&D Industrial, providing the Customer gives prompt notice in any such claim and cooperates with and permits B&D Industrial to defend at B&D Industrials expense.

Shipping and Delivery

Shipping is FOB with all freight charges, including inbound and outbound freight, will be added to the cost of the project or design as a separate charge and line item. Shipping dates are estimates and if the project or design is late, B&D will communicate to the Customer's point of contact. Being reasonable, B&D cannot plan on certain aspects of delivery delays due to: (1) acts of God, Customer's acts, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, wars, riots, terrorism, delays in transportation; (2) inability to obtain necessary materials, components, or outside manufacturing services; In the event of any such delay, the date of shipment shall be extended for a period equal to the time lost by reason of the delay.

It is also important for the customer to inspect all goods immediately upon delivery. This needs to happen within 15 days from the date of delivery. If any issue is brought up beyond 15 days, B&D will reasonably try to correct it as a warranty claim but understanding that the non-communication within that period shall constitute a waiver by the customer of all claims. No goods may be returned without written consent.

Warranty and Repairs

Manufactured goods will be free of defects in materials and workmanship for one (1) year from shipment for all new products unless identified differently in the original quote or proposal. If during this period, goods are proven to B&D Industrial to be defective, they shall be repaired or replaced at B&D Industrials' option. B&D Industrial warrants only those parts manufactured or approved by B&D Industrial. This action constitutes the fulfillment of all liabilities. Repairs beyond listed warranty items will be performed on a time and material basis at published engineering rates and billed upon completion.

The Following Items Are Excluded from This Warranty:

1. Routine maintenance and adjustment as specified in the equipment instruction manual
2. Failure due to improper installation or inadequate maintenance by the Customer
3. Malfunctions that occur because of customer-supplied interfacing
4. Physical damage resulting from an accident, misuse, or abnormal conditions of operation
5. Attempts to utilize goods under conditions that exceed designed capabilities
6. Performance adjustments post-commissioning

**Important Note* No other warranty is expressed or implied including warranties of merchantability and fitness for any purpose. B&D Industrial is not liable for incidental or consequential damage such as, but not limited to, lost profits, loss of use of other equipment, or increases in operating costs or expenses. Also, penalty clauses by the Customer are not effective unless approved in writing by an officer of the B&D Industrial.*

Service and Technical Support

The purpose of onsite or remote technical support is to assist in customer's continual operations and needs. We offer free phone support 24/7 with the first hour being non-billable, billing for remote support over in hour will be at the discretion of B&D's support agent. Onsite visits that are determined to be non-

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warranty service calls are subject to billing at the published engineering rates. A purchase order is required prior to the visit. B&D offers onsite services to apply our industry knowledge to assist the customer in the determination of a performance or functional problem including failures. The billable time is for discovery and assistance in rectification but does not guarantee any outcome.

Performance Guarantees

B&D Industrial engages in component and system retrofits, repairs, and migrations every day and has for over seventy years. Often, the original designs have clear performance specifications but usually have had customer modifications over the active use period of the system. B&D does due diligence with engineering and design and offers the best solution with the information that is currently known.

Sometimes theoretical and real performance measurements differ, and B&D will do everything possible to meet the customer specifications and requirements but may require additional engineering or hardware that is subject to billing in addition to the original proposed solution.

Indemnity of B&D Industrial

Customer agrees to indemnify and hold harmless B&D Industrial against any and all claims, demands, expenses, liabilities, or causes of action arising out of the injury or death of any person when such injury or death arises from or is connected with (1) any act or omission on the part of the Customer, its agents, servants or employees; or (2) any condition resulting from the installation of the machine on the Customers premises; or (3) the misuse or modification of the manufactured goods by the Customer, its agents, servants or employees.

Controlling Law

The validity, construction and performance of these Terms & Conditions shall be governed by and construed in accordance with the laws of the State of Georgia, excluding that body of law applicable to choose of law. Each of the party's irrevocable consents to the exclusive jurisdiction and venue of the federal and Georgia State Courts in any action relating hereto or to the subject matter hereof. In the event any provision of these Terms & Conditions or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of these Terms & Conditions shall remain in full force and effect.



Engineering Services Committee Meeting

Meeting Date: 7/28/2026

AUD Fort Gordon (Eisenhower) Utility Shed Expansion Change Order No. 1 – 25AUA321

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve Change Order No. 1 to Kenrick's Construction Company's contract to construct the AUD Fort Gordon (Eisenhower) Utility Shed Expansion (25AUA321).
Background:	The project adds one bay to the existing maintenance shed at the AUD facility on Fort Gordon. Please note that the project was contracted for construction while the Fort Eisenhower designation was in effect; therefore, the project documents reflect that designation. Following a site walkthrough of the shed expansion, several needed improvements were identified. The proposed change order adds a stairway (in addition to the ladder), along with railing gates and toe boards, to improve mezzanine safety. It adds structural bracing and supports to the mezzanine for long-term durability. It adds a motorized operator to the overhead door to improve opening and closing speeds, overcoming the manual limitations caused by its heavy weight. Finally, the change order adds siding, a curtain, and structural bracing to the pipe rack to protect stored materials from UV and weather exposure.
Analysis:	In consultation with Johnson, Laschober and Associates (the Architect), AUD reviewed the change order proposal and found it to be fair and reasonable.
Financial Impact:	The cost is \$113,423.00.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of Change Order No. 1 to Kenrick's Construction Company's contract.
Funds are available in the following accounts:	506043430-5413120
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUD FORT EISENHOWER UTILITY SHED EXPANSION

JLA Project No. 3042.2104

SECTION CO
CHANGE ORDER**CONSTRUCTION CONTRACT CHANGE ORDER**

CO NUMBER	1
BID ITEM	25-177
DATE	6/22/26

PROJECT TITLE AUD FORT EISENHOWER UTILITY SHED EXPANSION
ORIGINAL CONTRACT DATE 8/21/25 **PROJECT NUMBER** FG 2021-014
OWNER AUGUSTA, GEORGIA **PO NUMBER** 25AUA321

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):

Add stairs to mezzanine (plan sheet G-002 Rev2); add bracing and structural supports to mezzanine and add railing gates (plan sheet A-101 Rev2); add a motor operator for overhead door (plan sheet A-101 Rev2); add siding, curtain, and structural bracing to the pipe storage rack (plan sheet A-102 Rev2 and plan sheet S-201 Rev2).

PAYEE Kenrick's Construction Company LLC
TOTAL AMOUNT OF THIS CHANGE ORDER \$ 113,423.00

The contract time will be INCREASED by 171 calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT \$ 399,774.00
PREVIOUS CHANGE ORDER (INCREASE) \$ 0
THIS CHANGE ORDER (INCREASE) \$ 113,423.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ 513,197.00

FUNDING NUMBER/ACCOUNT NUMBER 506-04-3430 54-13120

PROPOSED BY:


 CONTRACTOR

DATE:

6/23/26

REQUESTED BY:


 ENGINEER

DATE:

6/23/26

SUBMITTED BY:

 DEPARTMENT HEAD

DATE:

FINANCE ENDORSEMENT:

 COMPTROLLER

DATE:

RECOMMENDED BY:

 ADMINISTRATOR

DATE:

APPROVED BY:

 MAYOR

DATE:

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

Item 7.

PURCHASE ORDER

PURCHASE ORDER NO.
25AUA321

DATE 10/08/25	DEPARTMENT 043430	VENDOR PHONE # (803) 645-4068	REQUISITION/QUOTE NO. R411000
VENDOR # 27072	E-VERIFY # 2372554	EMAIL LISA@KENRICKSCONSTRUCTION.COM	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR KENRICK'S CONSTRUCTION COMPANY INC. 910 GEORGIA AVENUE NORTH AUGUSTA, SC 29841	ATTN: BID NUMBER: 25-177 CONTRACT #: 25AUA321 BUYER: NANCY
--	---

SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
--	---

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	LS		FORT EISENHOWER UTILITY SHED EXPANSION APPROVED BY COMMISSION 8/5/25, ITEM #17 506-04-3430/54-13120	399,774.00	399,774.00

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL.....

399,774.00

APPROVED FOR ISSUE

Andy Penick

DIRECTOR OF PROCUREMENT

115

VENDOR COPY



GENERAL CONTRACTOR PROPOSAL

SC LICENSE # 126379

GA LICENSE # GCQA008023

NC LICENSE # L.99591

Change Order Request Proposal
Fort Gordon

Via Email

06/05/2026

SCOPE, EXCLUSIONS, AND ASSUMPTIONS

Based on drawing revisions from JLA dated 05/15/2026.

- Wood Framing Revisions:
 - Joist Hanger Installation at both ends of each 2x12 floor joist.
 - Drop Sill per drawing
 - Install 4x4 or 4x6 knee braces per drawing
- Hollaender Rail Revisions
 - Install Rigid gates that meet code requirements for the wide access opening
 - Man-access gates self-closing – quantity 2.
 - Revise railing to be industrial compliant
 - Move lower rail up
 - Add toe-kick
- Electric overhead door
 - Run dedicated circuit to door operator.
 - Add Electric opener to door.
- Design and install Aluminum stairs for mezzanine access per plans
 - Engineering stamp included
 - Industrial compliant offset handrails
- Pipe rack Revisions per Drawings
 - Add 3 side walls
 - HSS tubing Additions
 - Akon Curtain wall addition per plan.

PROJECT COST:

The calculated project cost for the above scope and schedule is \$113,423

Austin Jackson Digitally signed by Austin Jackson
Date: 2026.06.22 11:29:08 -04'00'

Austin Jackson
Vice President | Kenrick Construction Company
910 Georgia Ave, North Augusta, SC 29841
706-831-1196

BID TABULATION TEMPLATE

COMPANY NAME	KENRICK'S CONSTRUCTION COMPANY
PROJECT NAME	Ft Eisenhower AUD PEMB
LOCATION	Ft Eisenhower
ARCHITECT	JLA
BID DATE	5/5/2026
PROJECT NO.	



BID QUANTITIES					ENGINEER'S ESTIMATE	
REF NO.	DIVISION	ITEM DESCRIPTION	QTY	UNIT	UNIT AMOUNT	BID
	1.00	GENERAL REQUIREMENTS				\$ -
						\$ -
		Carpentry Rework - (Jones Contracting) Material and labor	1	BID	3500	\$ 3,500.00
						\$ -
		Staircase (aluminum staircase) materials	1	bid	33831	\$ 33,831.00
		Staircase: Receiving, labor to assemble and install; misc material	1	est	5000	\$ 5,000.00
		Toe Kick/ gates and Hollaender changes material	1	BID	4804.8	\$ 4,804.80
		Hollanender changes labor - In house labor	1	BID	1500	\$ 1,500.00
						\$ -
		Add electrical circuit electric door - Guess Electric	1	BID	4475	\$ 4,475.00
		electric door opener - AAOHD	1	BID	3758	\$ 3,758.00
						\$ -
		Pipe rack revision	1	BID	36380.33	\$ 36,380.33
						\$ -
		paint labor	40	hours	50	\$ 2,000.00
		paint materials	4	gal	219.99	\$ 879.96
						\$ -
		lift Rental	1	est	2500	\$ 2,500.00
						\$ -
						\$ -
TOTAL BASE BID					\$	98,629.09
PROFIT			10.00%		\$	9,862.91
OVERHEAD			5.00%		\$	4,931.45
E/O			0.00%		\$	-
TOTAL BID AMOUNT					\$	113,423



JOHNSON, LASCHOB &
ASSOCIATES, P.C.
AUGUSTA, GA CHARLESTON, SC
TEL (706) 724-5754 TEL (843) 469-4650
FAX (706) 724-5995
WWW.THEJLACORP.COM

CLIENT: AUGUSTA UTILITIES DEPARTMENT

PROJECT NAME:

**FORT EISENHOWER
UTILITY SHED EXPANSION**

PROJECT LOCATION:
BUILDING 0020, DORSEY DRIVE, FORT EISENHOWER, GA 30905



NO.	DATE	REVISION	BY
1	08/11/2022	WLD	CTH/JCR
2	08/11/2022	WLD	CTH/JCR
3	08/11/2022	WLD	CTH/JCR
4	08/11/2022	WLD	CTH/JCR
5	08/11/2022	WLD	CTH/JCR
6	08/11/2022	WLD	CTH/JCR
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78	08/11/2022	WLD	CTH/JCR
79	08/11/2022	WLD	CTH/JCR
80	08/11/2022	WLD	CTH/JCR
81	08/11/2022	WLD	CTH/JCR
82	08/11/2022	WLD	CTH/JCR
83	08/11/2022	WLD	CTH/JCR
84	08/11/2022	WLD	CTH/JCR
85	08/11/2022	WLD	CTH/JCR
86	08/11/2022	WLD	CTH/JCR
87	08/11/2022	WLD	CTH/JCR
88	08/11/2022	WLD	CTH/JCR
89	08/11/2022	WLD	CTH/JCR
90	08/11/2022	WLD	CTH/JCR
91	08/11/2022	WLD	CTH/JCR
92	08/11/2022	WLD	CTH/JCR
93	08/11/2022	WLD	CTH/JCR
94	08/11/2022	WLD	CTH/JCR
95	08/11/2022	WLD	CTH/JCR
96	08/11/2022	WLD	CTH/JCR
97	08/11/2022	WLD	CTH/JCR
98	08/11/2022	WLD	CTH/JCR
99	08/11/2022	WLD	CTH/JCR
100	08/11/2022	WLD	CTH/JCR

PROJECT NO. 3042.2104

DRAWN BY: CTH/JCR

CHECKED BY: PMJ

DATE: 08/11/2022

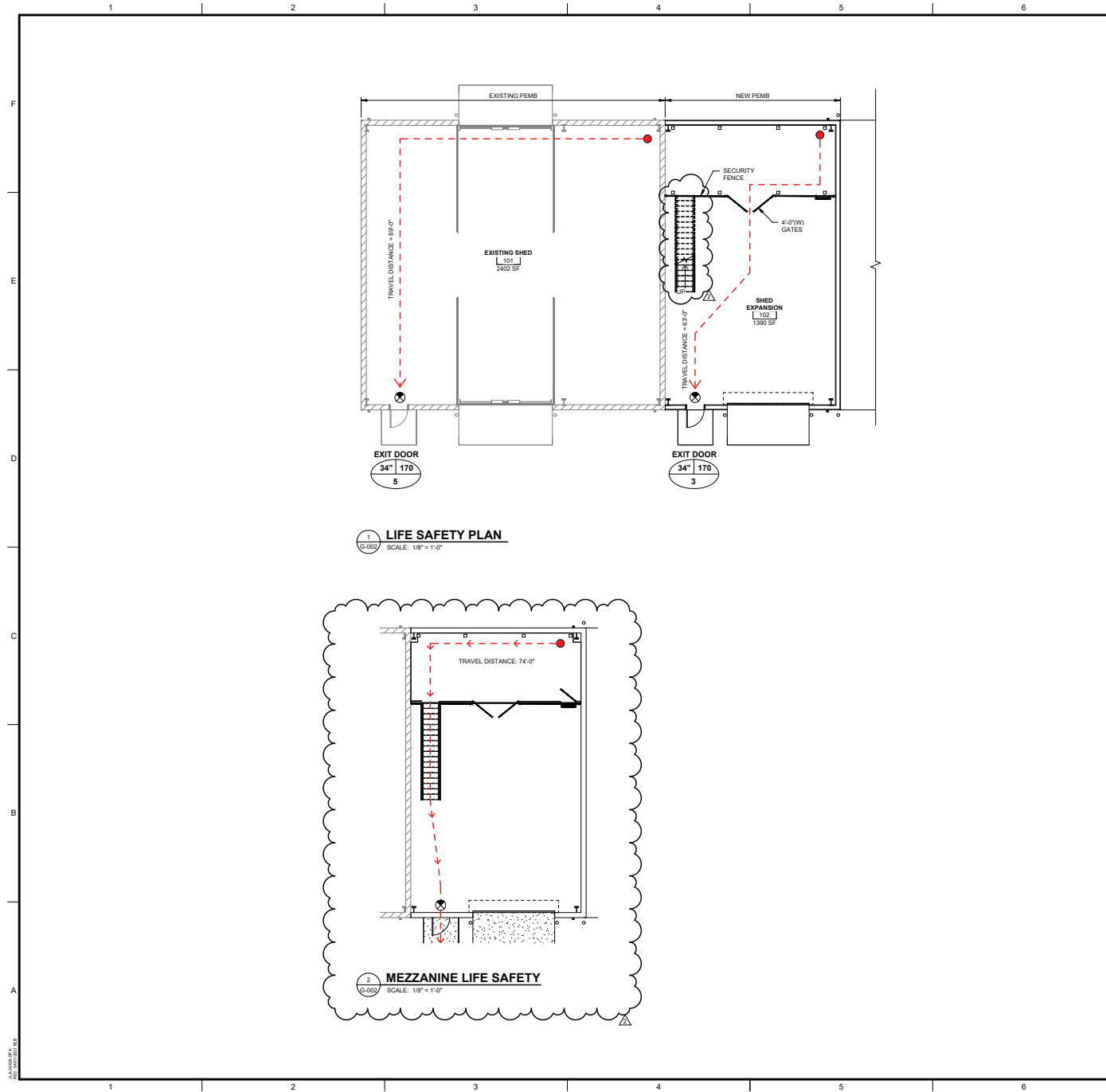
SHEET TITLE:

LIFE SAFETY PLAN & CODE ANALYSIS

SCALE: AS NOTED

DRAWING NO. **G-002**

REV. **2**



LIFE SAFETY PLAN LEGEND

- EGRESS TRAVEL PATH: DISTANCE NOTED IS ACTUAL
- ROOM NAME & NUMBER
- ROOM AREA
- OCCUPANCY LOAD FACTOR AND METHOD

- EXIT DOOR
- EXIT CAPACITY (DOOR EGRESS WIDTH / 0.2)
- ANTICIPATED LOAD
- EGRESS WIDTH

- HO: HOLD OPEN
- PD: PANIC DEVICE
- FIRE EXTINGUISHER CABINET WITH FIRE EXTINGUISHER
- EXIT SIGN
- MOST REMOTE POINT

CODE ANALYSIS

MINIMUM STANDARD CODES	
IBC - INTERNATIONAL BUILDING CODE	2018 EDITION W/ GEORGIA AMENDMENTS
IMC - INTERNATIONAL MECHANICAL CODE	2018 EDITION W/ GEORGIA AMENDMENTS
IPC - INTERNATIONAL PLUMBING CODE	2018 EDITION W/ GEORGIA AMENDMENTS
IFGC - INTERNATIONAL FUEL GAS CODE	2018 EDITION W/ GEORGIA AMENDMENTS
NATIONAL ELECTRICAL CODE	2020 EDITION (NO GEORGIA AMENDMENTS)
IFC - INTERNATIONAL FIRE CODE	2018 EDITION W/ GEORGIA AMENDMENTS
IECC - INTERNATIONAL ENERGY CONSERVATION CODE	2015 EDITION W/ GEORGIA SUPPLEMENTS & AMENDMENTS
ADA STANDARDS FOR ACCESSIBLE DESIGN	2010 EDITION W/ GEORGIA AMENDMENTS
NFPA - 101 LIFE SAFETY CODE	2018 EDITION W/ GEORGIA AMENDMENTS

REVIEW PER DESIGN

NON SEPARATED OCCUPANCIES (NFPA 101 CHAPTER 6, IBC CHAPTER 3)	
NFPA <u>STORAGE</u>	IBC <u>S-1</u>

TYPE OF CONSTRUCTION (IBC CHAPTER 6, NFPA 101 CHAPTER 6.2)	IBC	TYPE II-B
SPRINKLER REQUIRED (NFPA 12.3.5.2, IBC CHAPTER 9)	YES	NO
SPRINKLER PROVIDED	YES	NO

ALLOWABLE BUILDING FLOOR AREA (IBC TABLE 506.2)	
U. NON-SPRINKLED, TYPE II-B - ALLOWABLE AREA	17,500 SF
EXISTING BUILDING	2,402 SF
BUILDING ADDITION	1,392 SF
BY DESIGN	3,794 SF

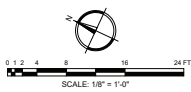
BUILDING HEIGHT (IBC TABLE 504.3)	
HEIGHT ALLOWED	55'-0"
HEIGHT BY DESIGN	24'-0" TO RIDGE OF ROOF, 1 STORY

OCCUPANT LOAD (IBC SECT. 1004 & TABLE 1004.1.2, NFPA T-7.3.1.2) =			
<u>FUNCTION OF SPACE</u>	<u>OCCUPANT LOAD FACTOR</u>	<u>SF AREA</u>	<u>OCCUPANT LOAD</u>
EXISTING STORAGE	500 GROSS	2,402	5
NEW STORAGE	500 GROSS	1,392	3
TOTAL:			8

REQUIRED MEANS OF EGRESS	
PER NFPA 101: 8 PEOPLE * 2" PER PERSON = 1.6" REQUIRED	
EGRESS CAPACITY PROVIDED: 2 DOORS * 34" = 68"	
TOTAL EGRESS CAPACITY PROVIDED:	= 68"

TRAVEL DISTANCES	
COMMON PATH (NFPA 12.2.5.1.2)	75 FT
DEAD END (NFPA 12.2.5.1.3)	20 FT
TRAVEL DISTANCE (NFPA 12.2.6.7)	200 FT

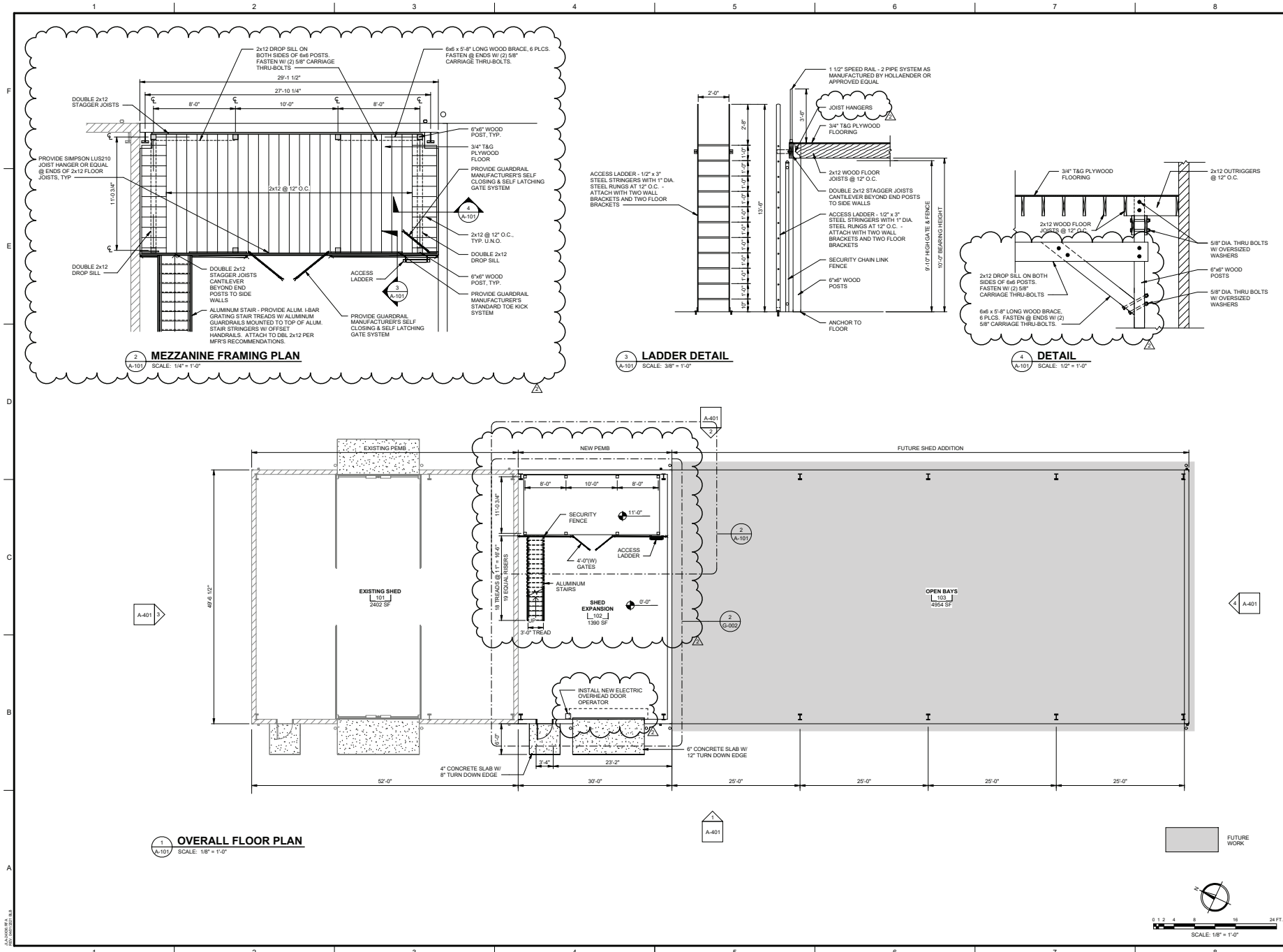
FIRE RESISTANCE RATING REQUIRED (IBC TABLE 601, NFPA TABLE A-8.2.1.2)		
STRUCTURAL FRAME	IBC <u>0</u> HR	NFPA <u>0</u> HR
**including columns, girders and trusses		
BEARING WALLS	IBC <u>0</u> HR	NFPA <u>0</u> HR
EXTERIORS	IBC <u>0</u> HR	NFPA <u>0</u> HR
INTERIORS	IBC <u>0</u> HR	NFPA <u>0</u> HR
NONBEARING WALLS & PARTITIONS	IBC <u>0</u> HR	NFPA <u>0</u> HR
EXTERIORS	IBC <u>0</u> HR	NFPA <u>0</u> HR
INTERIORS	IBC <u>0</u> HR	NFPA <u>0</u> HR
FLOOR CONSTRUCTION	IBC <u>0</u> HR	NFPA <u>0</u> HR
**including supporting beams & joists		
ROOF CONSTRUCTION	IBC <u>0</u> HR	NFPA <u>0</u> HR
**including supporting beams & joists		
REQUIRED SEPARATION OF OCCUPANCIES (IBC T-508.4, NFPA T-6.1.14.4.1)		
NON SEPARATED OCCUPANCIES A-3 & B	IBC <u>0</u> HR	NFPA <u>0</u> HR



REV	DATE	BY	DESCRIPTION
1	08/11/22	WLD	ISSUED FOR PERMIT CONSTRUCTION
0	08/11/22	WLD	ISSUED FOR PERMIT CONSTRUCTION

PROJECT NO: 3042.2104
DRAWN BY: CTH
CHECKED BY: PMJ
DATE: 08/11/2022
SHEET TITLE: **OVERALL FLOOR PLAN**

SCALE: AS NOTED
DRAWING NO: **A-101**
REV: 2



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CLIENT: AUGUSTA UTILITIES DEPARTMENT

PROJECT NAME:
**FORT EISENHOWER
UTILITY SHED EXPANSION**

PROJECT LOCATION:
BUILDING 0020, DORSEY DRIVE, FORT EISENHOWER, GA 30905

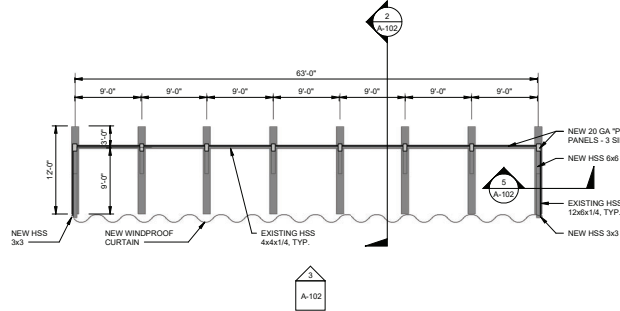


NO.	DATE	BY	DESCRIPTION
1	08/11/2022	CTH	ISSUED FOR PERMIT CONSTRUCTION
2	08/11/2022	PMJ	ISSUED FOR PERMIT CONSTRUCTION

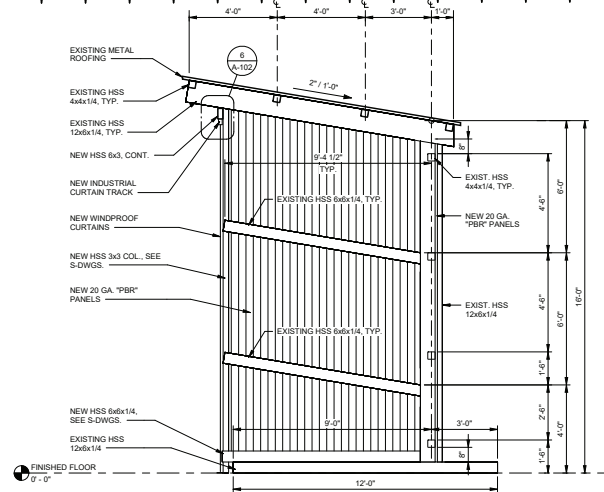
PROJECT NO.: 3042.2104
DRAWN BY: CTH
CHECKED BY: PMJ
DATE: 08/11/2022
SHEET TITLE:
PIPE STORAGE RACK

SCALE: AS NOTED

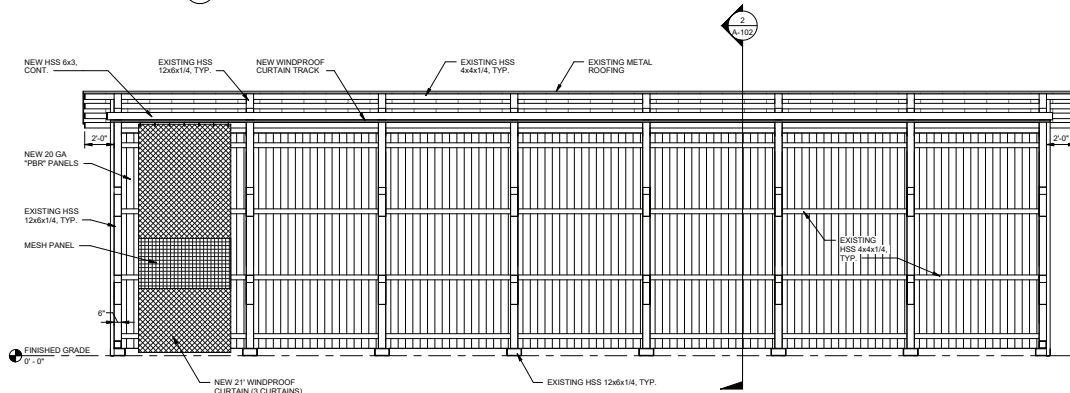
DRAWING NO. **A-102** REV. **2**



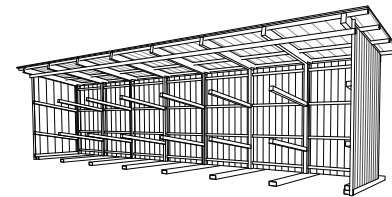
1 PLAN VIEW - PIPE STORAGE RACK - (ALTERNATE #1)
SCALE: 1/8" = 1'-0"



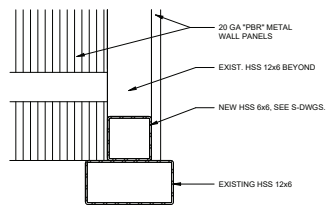
2 SECTION
SCALE: 3/8" = 1'-0"



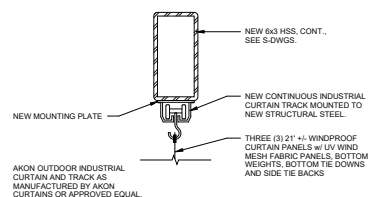
3 ELEVATION - PIPE STORAGE RACK
SCALE: 1/4" = 1'-0"



4 3D VIEW
SCALE:

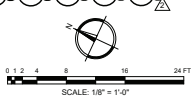


5 DETAIL
SCALE: 1 1/2" = 1'-0"



6 INDUSTRIAL CURTAIN TRACK
SCALE: 3" = 1'-0"

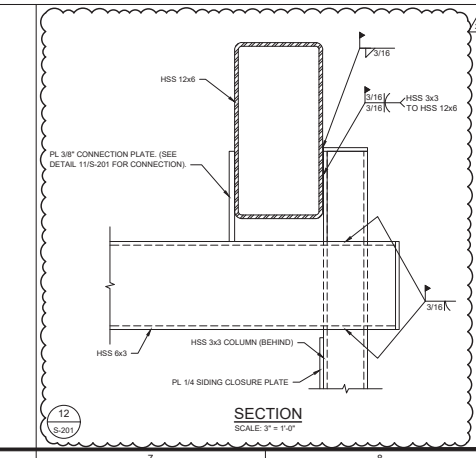
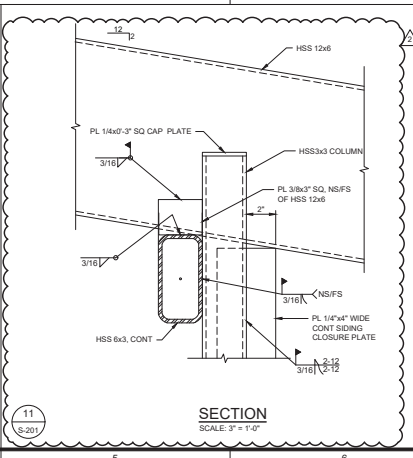
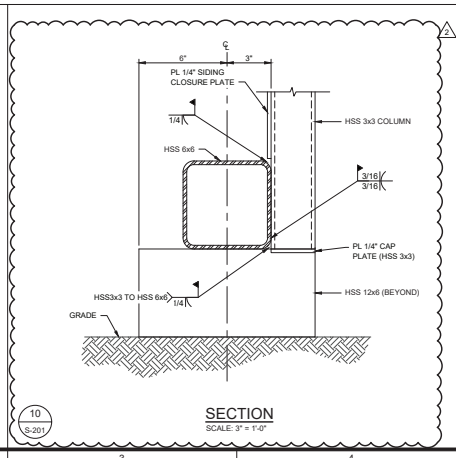
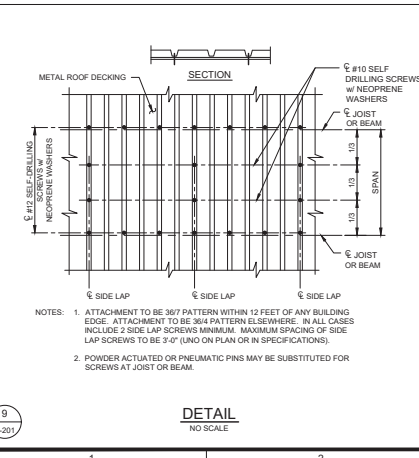
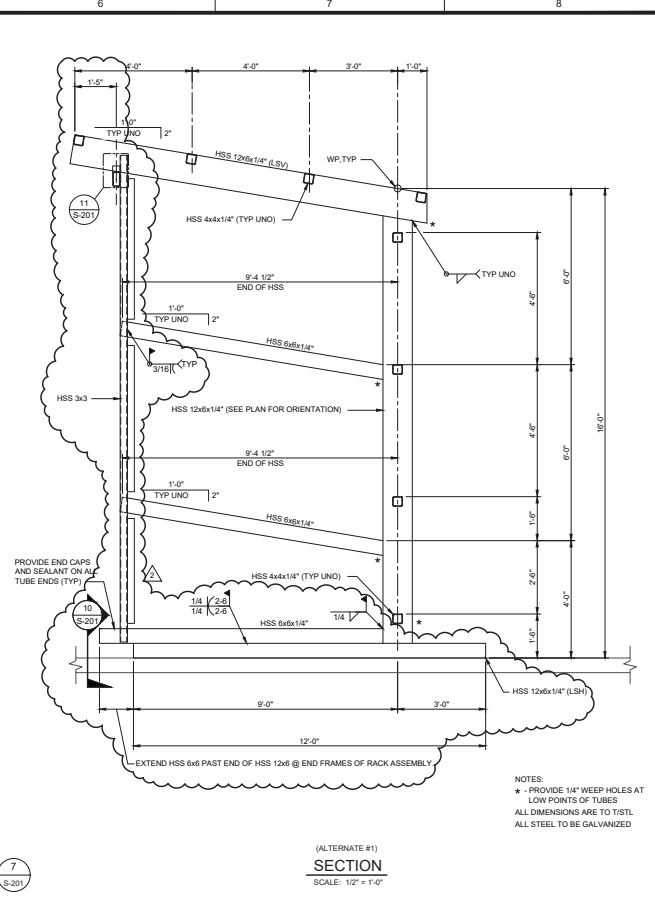
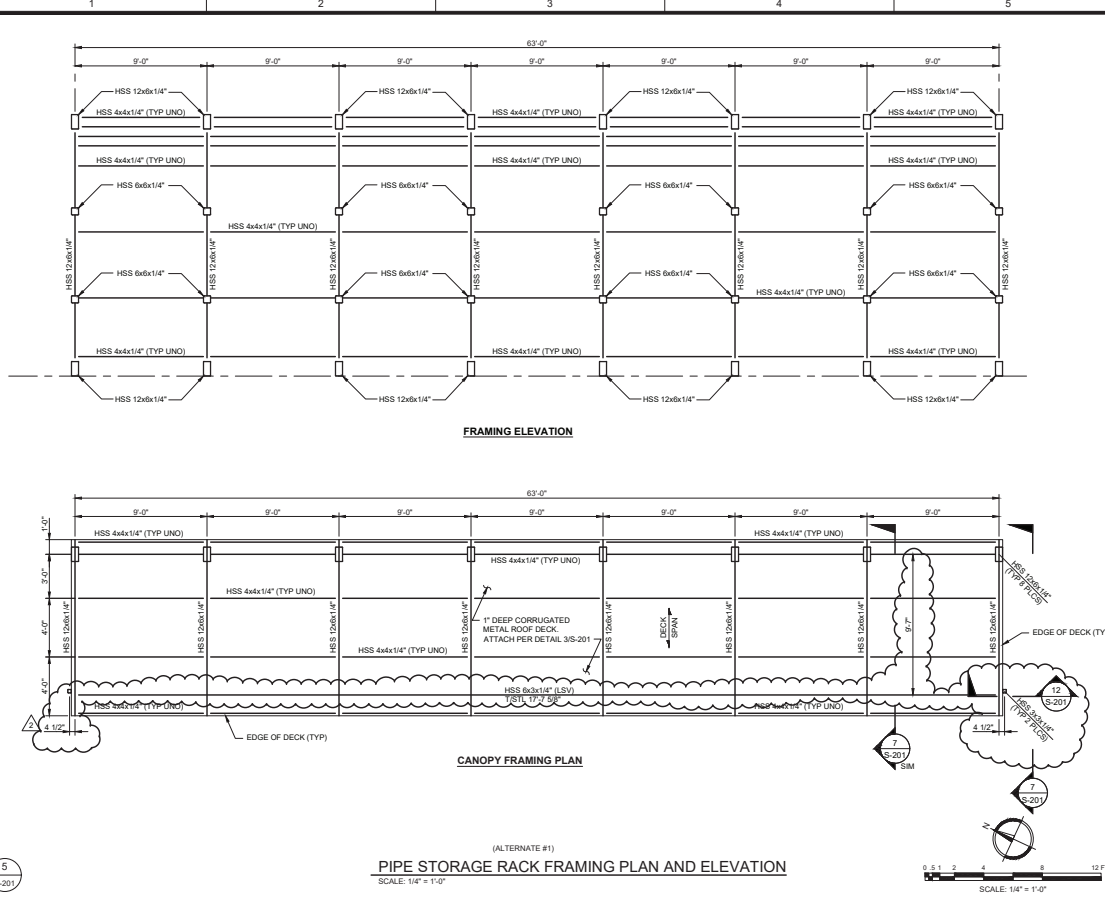
NOTE:
CHANGE ORDER #1 SCOPE OF WORK FOR THIS STRUCTURE INCLUDES BUT IS NOT LIMITED TO THE INSTALLATION OF METAL WALL PANELS ON THE NORTH, EAST, & SOUTH ELEVATIONS, AND TO INSTALL AN INDUSTRIAL CURTAIN AND TRACK SYSTEM ACROSS THE WEST AS DETAILED ON THIS SHEET.

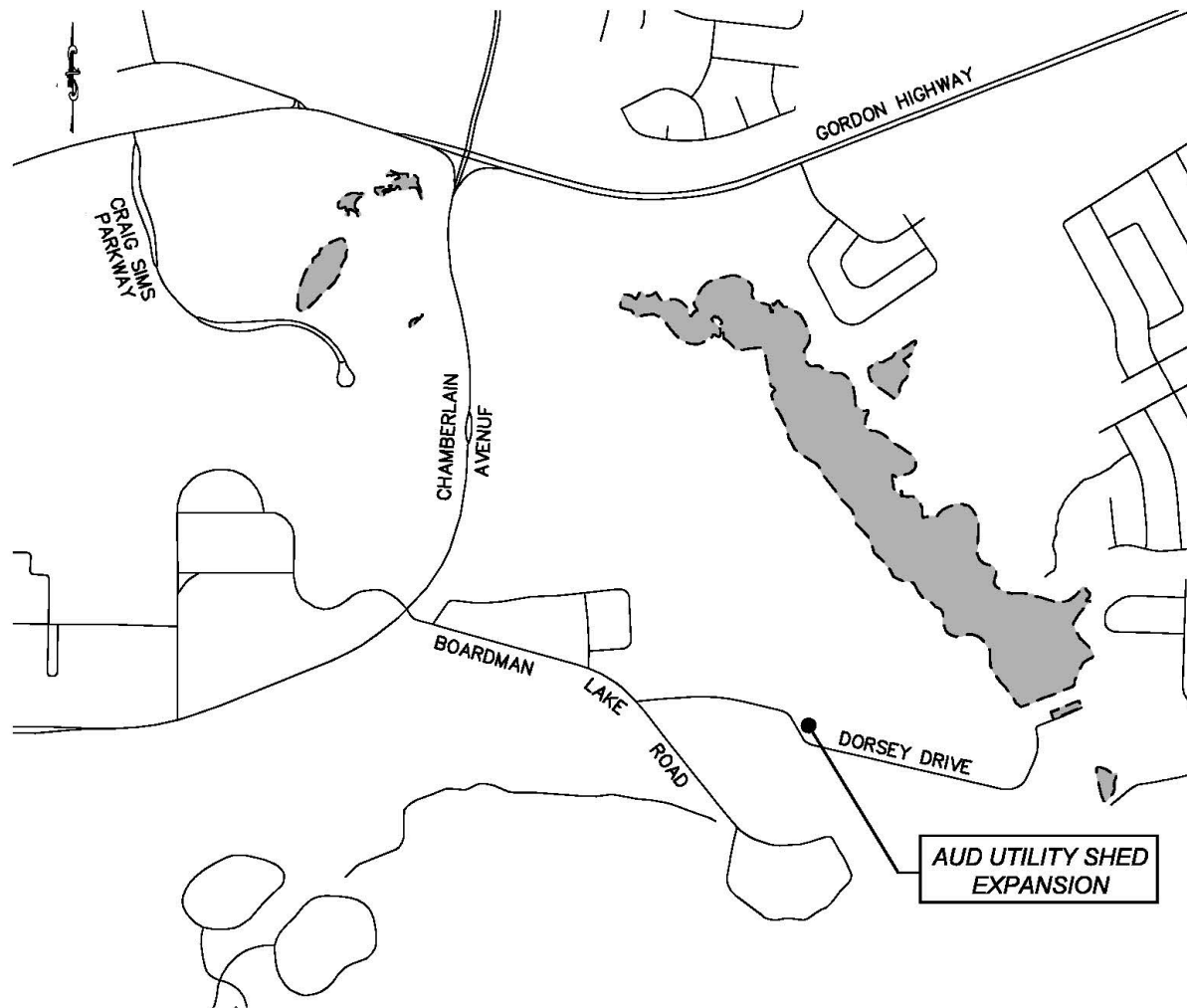


REV	DATE	DESCRIPTION
1	08/11/2022	ISSUED FOR PERMIT CONSTRUCTION
2	08/11/2022	ISSUED FOR BLD
3	08/11/2022	ISSUED FOR BLD
4	08/11/2022	ISSUED FOR BLD
5	08/11/2022	ISSUED FOR BLD
6	08/11/2022	ISSUED FOR BLD
7	08/11/2022	ISSUED FOR BLD
8	08/11/2022	ISSUED FOR BLD
9	08/11/2022	ISSUED FOR BLD
10	08/11/2022	ISSUED FOR BLD
11	08/11/2022	ISSUED FOR BLD
12	08/11/2022	ISSUED FOR BLD

PROJECT NO. 30422104
DRAWN BY: THW/AAR
CHECKED BY: MWL
DATE: 08/11/2022
SHEET TITLE:
PIPE RACK PLANS, SECTIONS AND DETAILS

SCALE: AS NOTED
DRAWING NO. **S-201**
REV. 2





PROJECT LOCATION MAP

FORT EISENHOWER UTILITY SHED EXPANSION

AUGUSTA UTILITIES
DEPARTMENT
452 WALKER STREET, SUITE 200
AUGUSTA, GA 30901



Public Safety Meeting

Meeting Date: July 28, 2026

Sole Source Procurement – MEIKO TopClean D Firefighter Decontamination Units

Department:	Fire
Presenter:	Antonio Burden, Fire Chief
Caption:	Motion to Approve a sole source procurement for the purchase of three (3) MEIKO TopClean D firefighter decontamination units, associated accessories, detergents, rinse aid, and one-year preventive maintenance from North America Fire Equipment Company (NAFECO) in the amount of \$151,245.00, plus applicable freight and taxes.
Background:	The Augusta Fire Department is committed to reducing firefighter exposure to carcinogens and other hazardous contaminants through the proper cleaning and decontamination of personal protective equipment (PPE) and self-contained breathing apparatus (SCBA). The MEIKO TopClean D system is specifically designed for the automated cleaning and decontamination of firefighter PPE, SCBA facepieces, gloves, boots, and related equipment. The purchase of three (3) units will enhance the Department's ability to properly clean and maintain protective equipment while supporting firefighter health and safety, extending the service life of critical equipment, and advancing the Department's cancer reduction initiatives.
Analysis:	The MEIKO TopClean D incorporates specialized technology developed specifically for the fire service, including patented SCBA facepiece washing heads that protect the interior breathing surface during the cleaning process while providing thorough decontamination of exterior components. The system delivers a standardized, automated cleaning process that improves operational efficiency and supports manufacturer-recommended cleaning procedures for life-safety equipment. MEIKO USA has certified that the TopClean D is a proprietary product manufactured exclusively by the MEIKO Group and that North America Fire Equipment Company (NAFECO) is the exclusive authorized distributor, installer, and service provider for the Fire Service market in Georgia.
Financial Impact:	\$151,245.00
Alternatives:	None
Recommendation:	Approve the motion to Approve the sole source procurement and authorize the purchase of three (3) MEIKO TopClean D firefighter decontamination units, associated accessories, detergents, rinse aid, and one-year preventive

maintenance from North America Fire Equipment Company (NAFECO)
the amount of **\$151,245.00**, plus applicable freight and taxes.

Item 8.

Funds are available in the following accounts: SPLOST Account GL 330034510-5426120 / JL 222039019-5426120

REVIEWED AND N/A
APPROVED BY:



Print Form

Item 8.

Nancy

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

Vendor: NAFECO E-Verify Number: 163356

Commodity: EMERGENCY EQUIP. SALES

Estimated annual expenditure for the above commodity or service: \$ 151,245.00

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

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- X 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- X 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: Lea Rigdon Department: Fire Date: 6/24/2026

Department Head Signature: [Signature] Date: 6/24/26

Approval Authority: [Signature] Date: 07/07/26

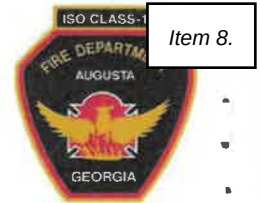
Administrator Approval: (required not required) Date:

COMMENTS: Requires Commission Approval



Augusta Fire Department

Antonio Burden, Fire Chief



June 24, 2026

Mr. Andy Penick
Procurement Director

Subject: Sole Source Justification – MEIKO TopClean D Decontamination Units

Dear Mr. Penick,

The Augusta Fire Department has conducted a review of available firefighter PPE and SCBA decontamination systems and determined that the MEIKO TopClean D provides unique operational capabilities that are essential to the Department's firefighter health and safety program.

The MEIKO TopClean D is specifically engineered for the decontamination of firefighter personal protective equipment, SCBA facepieces, gloves, boots, and associated equipment. Unlike conventional commercial laundry systems and general-purpose cleaning equipment, the TopClean D incorporates patented SCBA mask washing technology utilizing dedicated mask mounting heads that secure the facepiece during the wash cycle. This patented design prevents contaminants, detergents, and wash water from entering the interior breathing area of the mask while ensuring thorough cleaning of the exterior surfaces.

The Augusta Fire Department considers this capability critical because SCBA facepieces are life-safety equipment that must be cleaned and decontaminated without compromising the integrity of the respiratory protection system. The TopClean D provides an automated and manufacturer-designed process that reduces firefighter exposure to carcinogens and hazardous contaminants while maintaining the serviceability of SCBA equipment.

In addition, the TopClean D allows for the simultaneous cleaning and decontamination of SCBA facepieces, boots, gloves, and other firefighter equipment through a purpose-built system designed specifically for the fire service. This level of integration, automation, and firefighter-specific functionality is not available through standard commercial washing equipment.

The Department has determined that these unique features are necessary to support firefighter cancer reduction initiatives, occupational health and safety objectives, and the Department's long-term PPE maintenance program. Substitution of other equipment would not provide the same patented SCBA facepiece protection and decontamination process required by the Department.

Further, MEIKO USA has certified that the TopClean D is a proprietary product manufactured exclusively by the MEIKO Group and that North America Fire Equipment Company (NAFECO)

Augusta Fire Department
3117 Deans Bridge Road, Augusta, GA 30906
706-821-2909
WWW.AUGUSTAGA.GOV

is the exclusive authorized distributor, installer, and service provider for the Fire Service market in Georgia. Therefore, no other vendor is authorized to provide this equipment, warranty support, installation services, or factory-authorized maintenance within the State of Georgia.

Should you require any additional information or supporting documentation, please contact me at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Burden', with a stylized flourish at the end.

Antonio Burden
Fire Chief

Requisition

Dept. FIRE SPLOST Date 6/24/2026 Requisition Number:
 Acct. Number: 330-03-4510/5426120 JL#227039019 Purchase Order Date:
 Appr. 

		Vendor:		Name of Bidder		Name of Bidder		Name of Bidder	
Acct Bal.		Phone Number:		NAFECO		706-825-6764			
		Quoted by		JOE SMALLIDGE					
Item No	Description	QTY	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	TOPCLEAN D MEIKO TOPCLEAN D DECON UNIT	3	\$41,117.00	\$123,351.00					
2	9209643 MEIKO MASK WASHING HEAD ASSEMBLY	6	\$832.00	\$4,992.00					
3	9209607 MEIKO BOOT AND GLOVE HOLDER,PAIR	9	\$1,982.00	\$17,838.00					
4	9209590 NEUTRAL DECON MD DETERGENT (CASE(2) 1 GAL	3	\$100.00	\$300.00					
5	9209592 MEIKO RINSE AID, NEUTRAL RINSE DECON NR (CASE	3	\$100.00	\$300.00					
6	2) 1 GAL	3	\$1,488.00	\$4,464.00					
7	12 MONTH PM 12 MONTH PREVENTATIVE MAINT. 1 YR AFTER								
8	INSTALLATION								
9	SOLE SOURCE								
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
Sub Total				\$151,245.00		\$0.00			\$0.00
Shipping									
Grand Total				\$151,245.00		\$0.00			\$0.00

\$151,245



North America Fire Equip. Inc.
D.B.A. NAFECO
P.O. Box 2928
Decatur, AL 35602-2928
(800) 628-6233

Item 8.

Quotation

Q1624042410609

Date: 2026-06-10
Expires: 2026-06-30
FOB: Origin

Customer Number: RIC650
Customer Information: AUGUSTA/RICHMOND COUNTY, GA
Address: LOGISTICS CENTER
2615 TOBACCO ROAD
STEPHEN WEDDLE 706-564-8105
HEPHZIBAH, GA 30815

Attention: DAVID YOUNG
Phone: 706-825-6764
Email: dayoung@augustaga.gov
Prepared By: Joe Smallidge

Qty	Item #	Description	Each	Total
3	TOPCLEAN D	MEIKO TopClean D Decon Unit	\$41,117.00	\$123,351.00
6	9209643	MEIKO Mask Washing Head Assembly	\$832.00	\$4,992.00
9	9209607	MEIKO Boot and Glove holder. pair	\$1,982.00	\$17,838.00
3	9209590	Neutral Decon MD Detergent, (case of (2) 1 gallon)	\$100.00	\$300.00
3	9209592	MEIKO Rinse Aid, neutral rinse Decon NR, (case of (2) 1 gallon)	\$100.00	\$300.00
3	12 MONTH PM	12 Month Preventative Maintenance One Year After Installation	\$1,488.00	\$4,464.00
			Subtotal	\$151,245.00
			Freight	TBD
			Total	\$151,245.00

tax & freight to be determined

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com

Mailing: P.O. Box 2928, Physical: 2601 Beltline Road Decatur, AL 35602-2928, (800) 628-6233



To whom it may concern,

The products produced by Meiko Incorporated , a world leading machine wash cleaner of firefighter respiratory protection equipment include the Top Clean Model D and Top Clean Model M.

This letter is to confirm that the Top Clean Model M and the Top Clean Model D are sole source products, manufactured by the Meiko Group, Inc. For the Fire Service Market in Georgia and Florida, these products are sold, distributed and supported exclusively by NAFECO, Inc. of Decatur, AL.

Regards,

Ken Adams
SCBA-Decon Series Equipment
Washers Manager
MEIKO USA Inc.
1349 Heil Quaker Blvd.
La Vergne, TN 37086



Public Safety Committee

Meeting Date: July 28, 2026

Sole Source Procurement – Scott X3 Pro SCBA Equipment

Department:	Fire
Presenter:	Antonio Burden, Fire Chief
Caption:	Motion to Approve a sole source procurement for the purchase of twenty-eight (28) Scott X3 Pro Self-Contained Breathing Apparatus (SCBA) units with Pack Tracker and Heads-Up Display (HUD), and twenty (28) 30-minute, 4,500 psi carbon cylinders from Vallen in the amount of \$270,909.00.
Background:	The Augusta Fire Department utilizes Scott SCBA equipment as its standard respiratory protection system for firefighting and emergency response operations. The Department is replacing aging SCBA equipment to ensure firefighters have reliable, manufacturer-supported respiratory protection that meets current operational and safety requirements. This purchase will replace existing units that are approaching the end of their service life while maintaining compatibility with the Department's current SCBA inventory.
Analysis:	Scott SCBA equipment is currently deployed throughout the Augusta Fire Department and is critical life-safety equipment used by firefighters during structural firefighting and hazardous environments. Replacement components and accessories for Scott SCBA systems are not interchangeable with other manufacturers. Maintaining a standardized SCBA platform ensures compatibility of facepieces, regulators, cylinders, accessories, training, maintenance procedures, and replacement parts across the Department. Vallen is the authorized provider for Scott SCBA equipment sales, warranty service, repairs, and maintenance within the Augusta service area. Procuring replacement equipment through Vallen ensures continued manufacturer-authorized support, warranty protection, and service for the Department's existing Scott SCBA fleet. Accordingly, staff recommends approval of this procurement as a sole source purchase.
Financial Impact:	\$270,909.00
Alternatives:	None
Recommendation:	Approve the Motion to approve the sole source procurement and authorize the purchase of twenty-eight (28) Scott X3 Pro SCBA units with Pack

Tracker and Heads-Up Display (HUD) and twenty (28) carbon cylinders from Vallen in the amount of **\$270,909.00**.

Item 9.

Funds are available in the following accounts: SPLOST 330-03-4510/5426120

REVIEWED AND N/A
APPROVED BY:



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

Vendor: Vallen E-Verify Number: 106386

Commodity: SCBA Equipment Sale & Service

Estimated annual expenditure for the above commodity or service: \$ 270,909.00

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

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- X 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- 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: Lea Rigdon Department: Fire Date: 6/24/2026

Department Head Signature: [Signature] Date: 6/24/26

Approval Authority: [Signature: Andy Perich] Date: 07/07/20

Administrator Approval: (required not required) Date:

COMMENTS:

Commission Approval is Required



Augusta Fire Department

Antonio Burden, Fire Chief



MEMO

TO: Andy Penick, Procurement Director

FROM: Antonio Burden, Fire Chief

DATE: June 24, 2026

RE: Sole Source Justification Vallen/SCBA Equipment

Vallen is the sole provider of Scott air packs and accessories in the Augusta, GA and surrounding areas. All sales, repairs and maintenance of these products should be handled through Vallen to ensure proper credit for factory warranties and repairs.

Scott air packs are currently in use by firefighters to breathe while inside burning structures and this equipment is not interchangeable with similar parts from another manufacturer. If you have questions or require further information, do not hesitate to contact me at 706-821-2933.

Thanks

Requisition

Dept. FIRE SPLOST
 Requisition Number:
 Acct. Number: 330-03-4510/5426120 JL#222039019
 Purchase Order Date:

Date 6/24/2026

Appr. 

Name of Bidder

Name of Bidder

Name of Bidder

Vendor:

Phone Number:

Quoted by

QTY

Description

Item No

Acct Bal. \$422,154

Vallen
 706-739-9950
 Ron Goodwin

22 EA
 28 EA

80472101 CARBON CYLINDER 60MIN 4500 PSIG
 X5814021005303 SCOTT SCBA X3 PRO
 WITH PACK TRACKER AND HUD
 * FOR UPCOMING RECRUIT CLASS AND REPLACEMENTS

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1730 Barton Chapel Road, Augusta, GA. 30909 Ph. 706-739-9950 Fax 706-733-3031

WORK QUOTE

Customer

Company	Augusta FD	Contact	David
Address			
City	Augusta	State	GA
Zip		E-mail	
Phone		Fax	

Reference

Date 6/23/2026
Quote No. _____
Job _____

Product / Service	Quantity	Price	TOTAL
X5814021005303 Scott SCBA X3 Pro with Pack Tracker and HUD <i>We are only purchasing 28 due to budget.</i>	30	\$8,461.00	\$253,830.00
Lead time is 50 days			
80472101 Carbon Cylinder 30MIN 4500psig with Valve	20	\$1,545.50	\$30,910.00
Lead Time is 30 Days <i>Buying 22 bottles</i>			
		Sub Total	\$284,740.00
		TOTAL	\$284,740.00

Vallen Employee

Name: Ron Goodwin
Position: Lead Safety Technician
Department: TECHNICAL SERVICES

Notes

THE PRICES AND OTHER TERMS AND CONDITIONS QUOTED HEREIN ARE SUBJECT TO AND
CONDITIONED UPON THE VALLIN SAFETY SERVICES MASTER TERMS AND CONDITIONS FOR
THE SALE OF GOODS AND SERVICES, AS IN EFFECT FROM TIME TO TIME



Meeting Name

Meeting Date: EnterTextHere

Item Name

Department:	Information Technology
Presenter:	Reggie Horne, CIO
Caption:	Approve Insurance Policy for Augusta's Land Mobile Radio System
Background:	Augusta Information Technology currently operates a Land Mobile Radio System that provides radio communication to 2,300+ internal and external customers. Continued operation of this radio system is mission-critical for both Public Safety and Operational purposes.
Analysis:	In 2024 and again in 2025, Information Technology worked with Risk Management and Augusta's broker, Marsh McLennan Agency, to select carrier Burlington Insurance Company for radio tower and equipment insurance. This proposal is for a one-year extension of the existing policy, and it is approximately \$3,560 less than the 2025 proposal. Approval of this insurance policy will provide Augusta with protection from large repair bills.
Financial Impact:	The cost for this policy is \$52,850. Funds are available in the radio system fund.
Alternatives:	N/A
Recommendation:	Approve Insurance Policy for Augusta's Land Mobile Radio System
Funds are available in the following accounts:	131015410-5231110
<u>REVIEWED AND APPROVED BY:</u>	N/A



Proposal for Insurance Services

Augusta, Georgia
Augusta Regional Airport

Presented By:

Phil Harison

Senior Vice President

Alec Miller, CLCS

Account Executive

Effective: 09/01/2026- 09/01/2027

Your future is limitless.SM



We are your local resource.

We are the Southeast hub of Marsh & McLennan agency and have 21 local offices in Georgia, Alabama, Tennessee, Florida, and Kentucky.

We actively support the communities we represent and look to expand our footprint in the coming years.



We have global strength.

Our affiliation with the Marsh family of companies allows us to deliver far more valuable services to our clients including market research, benchmarking reports, technology, exclusive products and pricing, as well as unparalleled leverage with insurance carriers and vendors.



The strength of our solutions lies in the quality of our team.

Our approach means we look at your company holistically, and create a custom plan that aligns with your business strategies, core values and culture. We believe collaboration and teamwork are the key to success and enjoy working with our clients to build personal and professional security.

Marsh & McLennan Agency Client Service Team

Marsh & McLennan Agency LLC

3506 Professional Circle, Suite B

Augusta, GA 30907

Phone: 706-737-8811

Fax: 706-737-3413

Insurance Placement Administration	
Phil Harison Jr. Senior Vice President	Phone: 706-737-8811 Email: phil.harison@marshmma.com
Alec Miller, CLCS Vice President	Phone: 678-294-4514 Email: alec.miller@marshmma.com
Susan Gonzalez Account Manager	Phone: 706-737-8811 Email: susan.gonzalez@MarshMMA.com
Claims Services	
MMA Southeast Claims Advocacy Team	Phone: 800-295-8179 Email: mmaseclaims@marshmma.com After Hours Claims #: 800-295-8179

Schedule of Locations- Radio & Tower Equipment

Loc #	Address
1	431 Hale St Augusta GA 30901
2	2822 Central Ave Augusta GA 30909
3	4195 Cedarwood Dr Hephzibah GA 30815
4	2400 Barton Chapel Rd Augusta GA 30906
5	4745 Old Waynesboro Rd Hephzibah GA 30815
6	3106 Hwy 88 Hephzibah GA 30815

Radio Tower Insurance

Schedule of Coverages

SCHEDULED PROPERTY FLOATER – RADIO AND TELEVISION TOWERS AND EQUIPMENT COVERAGE	
Limits of Insurance - The maximum amount the company shall pay per occurrence shall not exceed:	
Scheduled Equipment (Generator, ATS and Surge Protection) - \$1,348,048	
Scheduled Towers - \$420,000	
Scheduled RF Equipment - \$7,000,000	
Microwave Equipment - \$750,000	
Catastrophe and Policy Limit: \$9,518,048	
*Sublimit: \$250,000 – Flood & Earthquake; Wind/Hailstorms/Convective Storms	
Description of Property: Augusta-Richmond County Board of Commissioners – Radio and Tower Equipment	
Covered Location(s):	
1 - 431 Hale St, Augusta, GA 30901-2426	
2 - 2822 Central Ave, Augusta, GA 30909-3911	
3 - 4195 Cedarwood Dr, Hephzibah, GA 30815	
4 - 2400 Barton Chapel Rd, Augusta, GA 30906	
5 - 4745 Old Waynesboro Rd, Hephzibah, GA 30815	
6 - 3106 Hwy 88, Hephzibah, GA 30815	
Coverage Extensions - The maximum amount the company shall pay per occurrence shall not exceed the limits shown below and the applicable limit directly below is in addition to the limit applicable to the covered property:	
Debris Removal: 25% of covered loss + \$5,000 additional	
Supplemental Coverages - The maximum amount the company shall pay per occurrence shall not exceed the limits shown below.	
Newly Acquired Property:	\$15,000
Pollutant Cleanup and Removal:	\$10,000 (annual aggregate)
Deductibles - Separate occurrence deductibles may apply by peril or coverage. Please review the policy, including all endorsements, for a listing of terms and conditions.	
\$5,000 AOP, Except \$10,000 applicable to Towers and Scheduled RF Equipment	
\$25,000 applicable to Flood/Earthquake	
Wind/Hail/Convective Storms - \$25,000., Except 2% / \$50,000.00 Min for any loss and/or damages caused by Lightning Strikes.	
Valuation	RCV
Coinsurance	100%

Catastrophe Limits (if applicable)**Flood Terms - Covered by the terms below:**

\$250,000 Per occurrence and annual aggregate limit: Deductible: \$25,000

Flood Terms - Exclusion: Flood in FEMA Flood Zone Designations A, B, V or D and within any Sub-Designations of Flood Zones A, B, V, D, or Special Hazard Flood area.

Earthquake Terms - Covered by the terms below:

\$250,000 Per occurrence and annual aggregate limit: Deductible: \$25,000

Exclusion: Subject to policy terms & conditions (excludes earthquake in Modified Mercalli Zones of 8 and higher, within the state CA.

Wind/Hail/Convective Storms - Covered per terms below.

\$250,000 Per occurrence and annual aggregate limit:

Deductible: \$25,000, Except 2% / \$50,000.00 Min for any loss and/or damage caused by Lightning Strikes.

Subjectivities (must comply with the following prior to binding)

- Signed/Dated TRIA Form**

Additional Exclusions or Terms with Protective Devices Endorsement to be applied -

- All Towers must be equipped with lightning and surge protection with steel grounded rods. (bonding/grounding materials)
- Electrical bonding and grounding systems must be inspected every six months and documented to include all repairs and/or maintenance items needed and performed.
- Loss control inspection required for oldest inspection tower date and highest valued tower on file.
- Tower Modifications - Coverage for "towers" is void if, without IFG's prior written consent "you" materially change or modify the design or construction characteristics of a covered "tower." This provision does not apply to temporary changes or alterations which would be necessitated during the performance of maintenance or repairs.

Quote, Binder, and Issued Policy subject to all Company mandatory forms or endorsements and State required forms which may not be stated below. *Forms subject to change.

CL 0100 03 99	Common Policy Conditions
CL 0610 01 15	Certified Act of Terrorism Exclusion
CL 0700 10 06	Virus of Bacteria Exclusion
SIM-0999 04 18	Policyholder Notice – Claim Reporting Information
IFG-I-0101a 03 18	Common Policy Declarations
IFG-I-0168 06 05	Minimum Earned Premium Endorsement
IFG-I-0150 03 03	Listing of Forms and Endorsements
IFG-I-0002 08 21	Policy Cover Page (TBIC)
IFG-I-0939 07 06	Georgia Surplus Lines Laws
IFG-I-0402 04 19	Service of Suit
IFG-I-0160-SIM 03 21	Radio, Television Towers, Equipment Schedule (AAIS IM-7605 Ed 1.0)
IFG-I-0160-SIM 03 21	Radio, Television Towers and Equipment Coverage Form (AAIS IM -7600 Ed 1.0)
IFG-SM-0100 11 15	Inland Marine Common Declarations Supplemental
IFG-SM-0032 08 16	OFAC Policyholder Notice
IFG-SM-0266 11 21	Exclusion – Cyber Incident
IFG-SM-0201 03 16	Windstorm or Hail Schedule
IFG-SM-2057 09 18	Loss Limit of Insurance – Annual Aggregate limit of Insurance
IM 2021 06 13	Amendatory Endorsement – Georgia
IM 7857 07 08	Earthquake and Flood Coverage Endorsement
IM 7807 01 12	Earthquake and Flood Schedule

Additional Forms, Conditions, & Exclusions applicable to policy:

Quote and Issued Policy Subject to All Company and State Mandatory Forms and Endorsements

State amendatory endorsements will be applied.

TRIA forms as required by insured selection in Form C

Premium Summary

Policy	Expiring Premium	Renewal Premium
Inland Marine	\$56,410	\$52,850

- Premiums include 4% surplus lines tax and 6% MMA commission.

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Subjectivities

* Signed/Dated Application and Forms

- All Towers must be equipped with lightning and surge protection with steel grounded rods (bonding/grounding materials).
- Electrical bonding and grounding systems must be inspected every six months and documented to include all repairs and/or maintenance items needed and performed.
- Loss Control inspection required for oldest inspection tower date & highest valued tower on file.
- Tower Modifications - Coverage for "towers" is void if, without IFG's prior written consent "you" materially change or modify the design or construction characteristics of a covered "tower". This provision does not apply to temporary changes or alterations which would be necessitated during the performance of maintenance or repairs.

Property Definitions

Actual Cash Value: This valuation method pays for the cost to repair or replace damaged property with like kind and quality, less reasonable deductions for wear and tear, deterioration, and economic obsolescence.

Agreed Value: This coverage is used to remove the coinsurance requirement for covered property. With it your company agrees that the amount of coverage purchased is adequate, and any coinsurance requirements are waived if the limit of insurance equals the agreed value.

Basic Cause of Loss: This coverage is used to provide protection for the following causes of loss: fire, lightning, explosion, windstorm, hail, smoke (except from agricultural smudging or industrial operations), aircraft, vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, and volcanic action.

Broad Cause of Loss: This coverage is used to provide protection for the following causes of loss: fire, lightning, explosion, windstorm, hail, smoke (except from agricultural smudging or industrial operations), aircraft or vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, breakage of glass, falling objects, weight of snow, ice or sleet (except for damage to gutters, downspouts or personal property outside of buildings), and limited water damage.

Business Income: This coverage is used to insure against loss of income that you experience because of a suspension of your business when insured property has been damaged by a "covered" peril. If indicated on the proposal, it may also include additional expenses needed to continue business. Refer to the specific Business Income form for any set "period of restoration" limitations.

Coinsurance: A policy may contain a coinsurance clause requiring that the limit of coverage be a minimum percentage (usually 80%) of the insurable value of your property. If the amount of insurance carried is less than what is required by this clause, any claim payment may be reduced by the same percentage as the deficiency. For example, covered property worth \$100,000 may require a minimum of 80%, or \$80,000, of coverage for compliance with the policy's coinsurance requirement. If only \$60,000 of coverage is carried (25% less than the required \$80,000), then any loss payment would be reduced by 25%.

Coverage Summary: Direct physical loss of or damage to covered property at described premises caused by or resulting from a covered Cause of Loss.

Earthquake: This coverage is used to provide protection for loss due to earth movement including earthquake shocks and volcanic eruption.

Flood: This coverage is used to provide coverage against loss due to water damage arising from flooding, surface water, tides, tidal waves, and the overflow of any body of water.

Functional Replacement Cost: This valuation method is used in situations where replacing damaged or destroyed property is impractical, impossible, or unnecessary. It affords you the ability to substitute property which is substantially different in value or cost from the original property. Consequently, you are allowed to carry policy limits lower than what would normally be required.

Property Definitions - Continued

Guaranteed Replacement Cost: When added to your policy, this endorsement guarantees to repair or rebuild a covered building even if the reconstruction costs are greater than the amount of coverage specified for that building.

Property Specific Basis: Property protection is provided for a specified limit of insurance at each individually described premise.

Property Blanket Basis: Blanket protection combines a number of separate property coverages and/or coverages at two or more locations under a single combined limit of insurance.

Replacement Cost: This valuation method pays for the cost to repair or replace damaged items with like kind and quality without deduction for depreciation. This is important since you could face a substantial loss if you must replace property at today's prices but receive only the depreciated value of the property that was destroyed.

Special Cause of Loss: This coverage will protect covered property against direct physical loss arising from any cause not specifically "excluded". Example of exclusions are **flood, earthquake**, rust, corrosion, fungi, mold, damage to property being worked on, artificially generated electrical currents, damage by rain, snow, or sleet to property in the open. Refer to the special cause of loss form for additional exclusions.

Vacancy: All property policies include a condition that limits or reduces coverage when a building is **vacant** or considered vacant as defined by the insurance policy. For certain causes of loss, coverage is completely eliminated. The policy can include wording that defines a building as considered **vacant** beyond a certain period of time or a certain percentage of the square footage of the building is not used to conduct customary operations. In most cases, policies or coverage forms that apply to commercial property require additional premium and endorsement in order for insurance coverage to continue during a period of **vacancy**.

Valuation: The value basis by which the covered property is replaced after the loss.

Coverage Recommendations

We have been dependent upon information provided by you to evaluate your exposures to loss. However, if there are other areas that need to be evaluated, please bring these areas to our attention. ***Specifically, we ask that you review and consider the following items:***

HIGHER LIMITS:	In today's litigious society, many businesses have found it necessary to increase their limits of liability to ensure adequate protection for their assets in the event of a loss. Higher limits of liability may be available. To ensure your level of comfort, please carefully review the limits of coverage shown in this proposal.
BUSINESS INTERRUPTION:	A time element coverage which pays for loss of earnings when business operations are curtailed or suspended due to property loss as a result of an insured cause of loss. Also covered are loss of rents and rental value. Extra expenses incurred to continue operations at another location are included as long as they reduce the total amount of loss.
BUILDING ORDINANCE:	Provides coverage including (1) Demolition Cost, (2) Increased Cost of Construction, and (3) Coverage for Undamaged Portion of your "older" buildings. By law, a building not in conformance with current building codes could be required to be demolished or remodeled to satisfy all current building requirements. Insurance protection for these exposures is not contemplated by the standard property "form".
EMPLOYEE DISHONESTY:	Reimburses you for loss of money or other property because of a fraudulent or dishonest act committed by an employee.
FLOOD INSURANCE:	Protects your property against loss by flood, high tides or waves, or rising water due to severe storms, which are normally perils excluded by the "All Risk" property forms. Mudslide, if a result of general floods conditions, is also covered. Coverage against damage done by the rising or overflowing of bodies of water.
EARTHQUAKE INSURANCE:	Protects your property against loss by earthquake and volcanic eruption, which are normally perils excluded by the "Special" property forms.
EMPLOYMENT PRACTICES LIABILITY:	Insures against a wide spectrum of claims arising from the Americans With Disability Act, the Civil Rights Act of 1991, and other state and federal civil rights laws affecting employment related discrimination, sexual harassment and wrongful termination.
DIRECTORS & OFFICERS LIABILITY:	Covers your officers and directors from claims brought because of alleged negligent acts and errors or omissions, while acting within the capacity of their official duties.
FIDUCIARY LIABILITY:	The Employee Retirement Income Security Act (ERISA) imposed an obligation on employee benefit plan fiduciaries to act solely in the interest of participants and beneficiaries. Under the law, fiduciaries are personally liable for any breach of their responsibilities. Fiduciary Liability coverage protects the personal assets of trustees.

Coverage Recommendations - Continued

INTERNATIONAL:

Do you have any customers that have foreign sales, imports or exports?
Do you sell any products over the internet?
Do any of your employees travel outside the United States on business?
Do you attend trade fairs or exhibitions overseas?
Do you have any customers looking for new markets overseas – including Canada and Mexico?
Do you have any overseas facilities, licensing, subcontracting or joint ventures?
Do you have an Ocean Cargo policy?
Do you have any customers that travel overseas routinely to service sold products or equipment?

If you have answered yes to any of these questions, you may need to purchase local statutory required coverage for the country(s) where you have exposures. When companies do business in foreign countries, they can encounter a myriad of unfamiliar laws, languages and customs. Foreign Liability Insurance is the first line of defense against costly legal actions arising from events occurring outside U.S. borders.

POLLUTION:

Contractor's Pollution Liability (CPL): Provides coverage for loss as a result of claims for bodily injury, property damage, or clean-up costs caused by pollution conditions resulting from covered operations; applies to sudden and gradual pollution events; coverage can be amended to include vicarious professional exposure, non-owned disposal sites, transportation, and limited premises liability.

Pollution Legal Liability (PLL): facility-based coverage for listed locations; provides on-site and off-site coverage for bodily injury, property damage, and clean-up for pollution conditions on, at, under, or emanating from a covered location; coverage can be for pre-existing and/or new conditions; coverage can be amended to include non-owned disposal sites, transportation, and business interruption.

Tank Coverage: provides coverage for third-party claims and first-party remediation costs for a storage tank incident from a scheduled tank; coverage can be used to satisfy the insured's obligation to demonstrate financial responsibility under State Tank Financial Requirements.

PROPERTY VALUES:

Reporting the accurate value of your property is an important component of a properly structured property insurance policy. We recommend that you consider obtaining the services of a professional appraisal service who can provide you with the proper basis to determine the amount of coverage to be carried. With a professional appraisal, we, as your insurance agent, will be better prepared to design a property policy that will help protect you in the event of a loss.

Coverage Recommendations - Continued

PRIVACY LIABILITY AND NETWORK SECURITY LIABILITY COVERAGE:

Privacy Liability coverage is one of the fastest growing areas of Commercial Insurance, with Insurers now providing far more comprehensive coverage than they have in the past. Network Security coverage (or "Cyber Liability"), while still being a valid form of coverage, is simply inadequate on its own to fully protect a company's exposures under Privacy Legislation enacted in the last few years. Virtually every company has some form of Privacy Liability exposure and policies can be structured to provide the following:

- **Privacy Liability:**
 - Covers loss arising out of the organization's failure to protect sensitive personal or corporate information *in any format*.
 - Provides coverage for regulatory proceedings brought by a government agency alleging the violation of any state, federal, or foreign identity theft or privacy protection legislation.
- **Privacy Claim Expenses Coverage:**
 - Covers expenses to retain a computer forensics firm to determine the scope of a breach, to comply with privacy regulations, to notify and provide credit monitoring services to affected individuals, and to obtain legal, public relations or crisis management services to restore the company's reputation.
- **Network Security Liability:**
 - Covers any liability of the organization arising out of the failure of network security, including unauthorized access or unauthorized use of corporate systems, a denial of service attack, or transmission of malicious code.
- **Internet Media Liability:**
 - Covers infringement of copyright or trade mark, invasion of privacy, libel, slander, plagiarism, or negligence arising out of the content on the organization's internet website.
- **Network Extortion:**
 - Covers extortion monies and associated expenses arising out of a criminal threat to release sensitive information or bring down a network unless consideration is made.
- **Network Business Interruption:**
 - Covers for Business Interruption Losses as a result of an interruption of computer systems caused by the failure of computer security systems to prevent:
 - a virus being introduced into the computer system, or
 - unauthorized access to the computer system.
- **Contingent Business Interruption:**
 - An extension to the Network BI Cover to provide cover for losses due to the impairment of the Insured company's business operations following a disruption to an IT Provider's system.
- **Professional Liability:**
 - For companies providing professional services to their clients, Privacy Liability policies can also be arranged to include a company's Professional Liability exposures in the technology field (which requires a specific insuring clause) or in providing non-technology services.

Compensation Disclosure and Limitation of Liability

Marsh & McLennan Agency LLC (“MMA”) prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA’s services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client’s placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer’s performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the

insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Medallion Program and Sponsorships** – Pursuant to MMA’s Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

MMA’s aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev: September 8, 2022

Minimum Earned & Deposit Premiums

Minimum Deposit

Minimum and deposit is the amount of premium due at inception. Although the policy is “ratable”, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum deposit premium. The policy may generate an additional premium on audit, but will not result in a return. If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

Flat Cancellations

Surplus lines carriers typically do not allow flat cancellations. Once the policy is in effect, some premium will be earned, and the amount or percentage is outlined in the policy.

Direct Bill Policies

Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Proposal Disclaimer

Marsh & McLennan Agency LLC (“MMA”) thanks you for the opportunity to discuss your insurance and risk management program. No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

We have evaluated your exposures to loss and developed this proposal based upon the information that you have provided to us. If you are aware of other areas of potential exposure that need to be evaluated or of additional information of which we should be aware prior to binding of coverage, please bring the other areas or additional information to our attention as soon as possible. Should any of your exposures change after coverage is bound, please notify us immediately.

Client Contracts

In the event that you enter into a contract that has specific insurance requirements, MMA will review your contract, but only in regards to the insurance requirements of the contract. The scope of our review will be to determine if the current insurance program which you have placed through our agency addresses the types and amounts of insurance coverage referenced by the contract. We will identify the significant insurance obligations and will provide a summary of the changes required in your current insurance program to meet the requirements of the contract. Upon your authorization, we will make the necessary changes in your insurance program. We will also be available to discuss any insurance requirements of the contract with your attorney, if desired.

In performing a contract review, MMA is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, MMA is not undertaking to identify all potential liabilities that may arise under any such contracts. A contract review is provided solely for your information and should not be relied upon by third parties. Any descriptions of the insurance coverages are subject to the terms, conditions, exclusions, and other provisions of the contract and of the insurance policies and applicable regulations, rating rules or plans.

Credit Policy

Marsh & McLennan Agency (MMA) strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest items on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.

If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. MMA does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

Your Account Manager maintains on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

Did you know Marsh & McLennan Agency offers two options to pay your bill online, using a valid checking/savings account or via credit card? Our system is safe and secure and is an easy tool to pay your invoices online.

PAY YOUR BILL ONLINE

Direct Link to Payment via Checking/Savings Account: <https://serviceapi.securfee.com/marshmma>

Direct Link to Payment via Credit Card: <https://serviceapi.securfee.com/marshmma>

FREQUENTLY ASKED QUESTIONS

- You can pay any invoice using a valid Checking or Savings account or Credit Card.
- Both payment gateways seamlessly integrate with our existing website and can securely accept multiple payment options.
- Credit Card payments require a Policy Number, Named Insured & Address
- There will be a 3.5% fee charged to the cardholder by Secure.
- Checking/Savings payments require a Client Code/Bill to Code, Invoice #, Invoice Amount, Email Address, Policy Number, Named Insured & Address
- There is no additional fee for payments via valid Checking/Savings Account.

AM Best Rating Scale

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches.

Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

For the most current version, visit www.ambest.com/ratings/index.html. BCRs are distributed via the AM Best website at www.ambest.com. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Guide to Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission.

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Version 121719

Non-Admitted Carrier Disclaimer

SURPLUS LINES / NON-ADMITTED CARRIERS

The proposal being presented to you contains one or more coverages which are being underwritten by an insurer which is Non-Admitted in your state but is a Surplus Lines carrier. Premium taxes and fees are additional amounts payable that are over and above the premium for the policy.

In the United States, states have the authority to regulate insurance companies and have controlled insurance mainly through their licensing powers. The license is a document that indicates an insurer has met the minimum requirements established by state statute and is authorized to engage in the lines of business for which it has applied. A surplus lines insurer is a company that underwrites risks for which insurance coverage generally is not available through a company licensed in the insured's state (an admitted insurer). This business, therefore, is placed with a non-admitted insurer. A non-admitted insurer is not licensed in the state but allowed to operate in accordance with excess or surplus lines provisions of state insurance laws.

The importance of a company being licensed in a particular state also determines the protection afforded a policyholder by the state's Insurance Guaranty Fund laws and regulations regarding non-renewals and premium increases that generally apply only to licensed insurers. The Guaranty Fund may provide additional financial protections in the event a licensed/admitted carrier becomes bankrupt.

Coverage	Insurer
Inland Marine	Burlington Insurance Company

Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

Coverage Description	Effective Date/Annual Premium
Inland Marine	09/01/2026-09/01/2027 Annual Premium: \$52,850

(Please initial)

_____ Bind as Proposed

_____ Bind with the following changes

Authorized Signature _____

Title/Position _____

Date _____

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (Item 10.)
05/20/2020

AGENCY Marsh & McLennan Agency LLC 100 Kimball Place, Suite 300 Alpharetta GA 30009		CARRIER The Burlington Insurance Company COMPANY POLICY OR PROGRAM NAME POLICY NUMBER HSI000888901		NAIC CODE 23620 PROGRAM CODE
CONTACT NAME: Phil S Harison Jr. - BI PHONE (A/C. No. Ext): 706 737-8811 FAX (A/C. No.): E-MAIL ADDRESS: Phil.Harison@MarshMMA.com CODE: SUBCODE: AGENCY CUSTOMER ID: AUGUSGEORG1		UNDERWRITER UNDERWRITER OFFICE STATUS OF TRANSACTION ☐ QUOTE ☐ ISSUE POLICY ☒ RENEW BOUND (Give Date and/or Attach Copy): CHANGE DATE TIME ☐ AM ☐ PM ☐ CANCEL		

LINES OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM			PREMIUM			PREMIUM
☐ BOILER & MACHINERY	\$			☐ CYBER AND PRIVACY	\$		
☐ BUSINESS AUTO	\$			☐ FIDUCIARY LIABILITY	\$	☒	YACHT
☐ BUSINESS OWNERS	\$			☐ GARAGE AND DEALERS	\$		Equipment Floater
☐ COMMERCIAL GENERAL LIABILITY	\$			☐ LIQUOR LIABILITY	\$		
☐ COMMERCIAL INLAND MARINE	\$			☐ MOTOR CARRIER	\$		
☒ COMMERCIAL PROPERTY	\$			☐ TRUCKERS	\$		
☐ CRIME	\$			☐ UMBRELLA	\$		

ATTACHMENTS

☐ ACCOUNTS RECEIVABLE / VALUABLE PAPERS	☐ GLASS AND SIGN SECTION	☐ STATEMENT / SCHEDULE OF VALUES
☐ ADDITIONAL INTEREST SCHEDULE	☐ HOTEL / MOTEL SUPPLEMENT	☐ STATE SUPPLEMENT (If applicable)
☐ ADDITIONAL PREMISES INFORMATION SCHEDULE	☐ INSTALLATION / BUILDERS RISK SECTION	☐ VACANT BUILDING SUPPLEMENT
☐ APARTMENT BUILDING SUPPLEMENT	☐ INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	☐ VEHICLE SCHEDULE
☐ CONDO ASSN BYLAWS (for D&O Coverage only)	☐ INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
☐ CONTRACTORS SUPPLEMENT	☐ LOSS SUMMARY	
☐ COVERAGES SCHEDULE	☐ OPEN CARGO SECTION	
☐ DEALERS SECTION	☐ PREMIUM PAYMENT SUPPLEMENT	
☐ DRIVER INFORMATION SCHEDULE	☐ PROFESSIONAL LIABILITY SUPPLEMENT	
☐ ELECTRONIC DATA PROCESSING SECTION	☐ RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE 09/01/2025	PROPOSED EXP DATE 09/01/2026	BILLING PLAN ☐ DIRECT ☒ AGENCY	PAYMENT PLAN AN	METHOD OF PAYMENT	AUDIT	DEPOSIT \$	MINIMUM PREMIUM \$	POLICY PREMIUM \$ 53,740.00
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APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) Augusta, Georgia; Augusta Regional Airp 535 Telfair Street, Suite 920 Augusta GA 30901		GL CODE	SIC 911100	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #: (706) 821-2885			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☒ SUBCHAPTER "S" CORPORATION ☒ OT		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		

CONTACT INFORMATION

AGENCY CUSTOMER ID: AUGUSGEORG1

Item 10.

CONTACT TYPE: Inspection Contact		CONTACT TYPE: Accounting Contact	
CONTACT NAME: Sandy Wright		CONTACT NAME: same	
PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL (821) 248-6	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL
PRIMARY E-MAIL ADDRESS:		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC # 1	STREET 431 Hale St	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD # 1	CITY: Augusta COUNTY: Richmond	STATE: GA ZIP:30901		# PART TIME EMPL	OCCUPIED AREA: SQ FT OPEN TO PUBLIC AREA: SQ FT TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS: Radio Tower					ANY AREA LEASED TO OTHERS? Y / N
LOC # 2	STREET 2822 Central Ave	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD # 1	CITY: Augusta COUNTY: Richmond	STATE: GA ZIP:30909		# PART TIME EMPL	OCCUPIED AREA: SQ FT OPEN TO PUBLIC AREA: SQ FT TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS: Radio Tower					ANY AREA LEASED TO OTHERS? Y / N
LOC # 3	STREET 4195 Cedarwood Dr	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD # 1	CITY: Hephzibah COUNTY: Richmond	STATE: GA ZIP:30815		# PART TIME EMPL	OCCUPIED AREA: SQ FT OPEN TO PUBLIC AREA: SQ FT TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS: Radio Tower					ANY AREA LEASED TO OTHERS? Y / N
LOC # 4	STREET 2400 Barton Chapel Rd	CITY LIMITS ☐ INSIDE ☐ OUTSIDE	INTEREST ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD # 1	CITY: Augusta COUNTY: Richmond	STATE: GA ZIP:30906		# PART TIME EMPL	OCCUPIED AREA: SQ FT OPEN TO PUBLIC AREA: SQ FT TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS: Radio Tower					ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

☐ APARTMENTS	☐ CONTRACTOR	☐ MANUFACTURING	☐ RESTAURANT	☐ SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY) 01/01/1914
☐ CONDOMINIUMS	☐ INSTITUTIONAL	☐ OFFICE	☐ RETAIL	☐ WHOLESALE	

DESCRIPTION OF PRIMARY OPERATIONS

Augusta-Richmond County Board of Commisioners

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %
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DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST ☐ ADDITIONAL INSURED ☐ BREACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LENDER'S LOSS PAYABLE	☐ LIENHOLDER ☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	NAME AND ADDRESS RANK: EVIDENCE: CERTIFICATE POLICY SEND BILL	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION
REASON FOR INTEREST:		REFERENCE / LOAN #: LIEN AMOUNT:	INTEREST END DATE: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

GENERAL INFORMATION

AGENCY CUSTOMER ID: AUGUSGEORG1

Item 10.

EXPLAIN ALL "YES" RESPONSES

1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?

PARENT COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?

SUBSIDIARY COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

2. IS A FORMAL SAFETY PROGRAM IN OPERATION?

☐ SAFETY MANUAL☐ SAFETY POSITION☐ MONTHLY MEETINGS☐ OSHA☐

3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?

4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)

LINE OF BUSINESS

POLICY NUMBER

LINE OF BUSINESS

POLICY NUMBER

5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)

☐ NON-PAYMENT☐ AGENT NO LONGER REPRESENTS CARRIER☐☐ NON-RENEWAL☐ UNDERWRITING☐ CONDITION CORRECTED (Describe):

6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?

7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY?
(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).

8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:

12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES?
(If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)

13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?

14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)

15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: AUGUSGEORG1

Item 10.

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY

Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST ____ YEARS

TOTAL LOSSES: \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO-GATION Y / N	CLAIM OPEN Y / N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



ADDITIONAL PREMISES INFORMATION SCHEDULE

AGENCY Marsh & McLennan Agency LLC		CARRIER The Burlington Insurance Company		NAIC CODE 23620
POLICY NUMBER HSI000888901	EFFECTIVE DATE 09/01/2025	NAMED INSURED(S) Augusta, Georgia; Augusta Regional Airp		

PREMISES INFORMATION

LOC # 5	STREET 4745 Old Waynesboro Rd	CITY LIMITS INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD # 1	CITY: Hephzibah COUNTY: Richmond	STATE: GA ZIP: 30815	OUTSIDE TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS: Radio Tower					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N:
LOC # 6	STREET 3106 Hwy 88	CITY LIMITS INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD # 1	CITY: Hephzibah COUNTY: Richmond	STATE: GA ZIP: 30815	OUTSIDE TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS: Radio Tower					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N:
LOC #	STREET	CITY LIMITS INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY:	STATE:	OUTSIDE TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
	COUNTY:	ZIP:			OPEN TO PUBLIC AREA: SQ FT
DESCRIPTION OF OPERATIONS:					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N:
LOC #	STREET	CITY LIMITS INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY:	STATE:	OUTSIDE TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
	COUNTY:	ZIP:			OPEN TO PUBLIC AREA: SQ FT
DESCRIPTION OF OPERATIONS:					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N:
LOC #	STREET	CITY LIMITS INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY:	STATE:	OUTSIDE TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
	COUNTY:	ZIP:			OPEN TO PUBLIC AREA: SQ FT
DESCRIPTION OF OPERATIONS:					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N:
LOC #	STREET	CITY LIMITS INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY:	STATE:	OUTSIDE TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
	COUNTY:	ZIP:			OPEN TO PUBLIC AREA: SQ FT
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					ANY AREA LEASED TO OTHERS? Y / N:
LOC #	STREET	CITY LIMITS INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY:	STATE:	OUTSIDE TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
	COUNTY:	ZIP:			OPEN TO PUBLIC AREA: SQ FT
DESCRIPTION OF OPERATIONS:					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N:
LOC #	STREET	CITY LIMITS INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY:	STATE:	OUTSIDE TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
	COUNTY:	ZIP:			OPEN TO PUBLIC AREA: SQ FT
DESCRIPTION OF OPERATIONS:					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N:
LOC #	STREET	CITY LIMITS INSIDE	INTEREST OWNER	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY:	STATE:	OUTSIDE TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
	COUNTY:	ZIP:			OPEN TO PUBLIC AREA: SQ FT
DESCRIPTION OF OPERATIONS:					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N:



05/29/2026

GENERAL INFORMATION - EQUIPMENT

AGENCY CUSTOMER ID: AUGUSGEORG1

Item 10.

EXPLAIN ALL "YES" RESPONSES

1. EQUIPMENT RENTED, LOANED TO OTHERS WITH / WITHOUT OPERATORS?

2. EQUIPMENT RENTED, LOANED FROM OTHERS WITH / WITHOUT OPERATORS?

3. IS APPLICANT OPERATING EQUIPMENT NOT LISTED HERE?

4. PROPERTY USED UNDERGROUND?

5. ANY WORK DONE AFLOAT?

ADDITIONAL INTEREST

ACORD 45 Attached

INTEREST	NAME AND ADDRESS	RANK: _____	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☐ LENDER'S LOSS PAYABLE							LOCATION:	BUILDING:
☐ LIENHOLDER							SCHEDULE NUMBER:	
☐ LOSS PAYEE							ITEM NUMBER:	
							ITEM DESCRIPTION:	
	REFERENCE / LOAN #:	INTEREST END DATE:						
	LIEN AMOUNT:	PHONE (A/C, No, Ext):						
REASON FOR INTEREST:			E-MAIL ADDRESS:					

INTEREST	NAME AND ADDRESS	RANK: _____	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☐ LENDER'S LOSS PAYABLE							LOCATION:	BUILDING:
☐ LIENHOLDER							SCHEDULE NUMBER:	
☐ LOSS PAYEE							ITEM NUMBER:	
							ITEM DESCRIPTION:	
	REFERENCE / LOAN #:	INTEREST END DATE:						
	LIEN AMOUNT:	PHONE (A/C, No, Ext):						
REASON FOR INTEREST:			E-MAIL ADDRESS:					

INTEREST	NAME AND ADDRESS	RANK: _____	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☐ LENDER'S LOSS PAYABLE							LOCATION:	BUILDING:
☐ LIENHOLDER							SCHEDULE NUMBER:	
☐ LOSS PAYEE							ITEM NUMBER:	
							ITEM DESCRIPTION:	
	REFERENCE / LOAN #:	INTEREST END DATE:						
	LIEN AMOUNT:	PHONE (A/C, No, Ext):						
REASON FOR INTEREST:			E-MAIL ADDRESS:					

REMARKS

SCHEDULED ITEMS

AGENCY CUSTOMER ID: AUGUSGEORG1

Item 10.

SCH #	DESCRIPTION	EXCL BLKT	ITEM VALUE	VALU- ATION	VALUATION DATE	PURCHASE DATE	OWN / LEASE	USED	% COINS
	Scheduled Equipment- Generator, ATS, Surge protection		\$						%
ITEM # 1	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$ 1,348,048		
SCH #	DESCRIPTION	EXCL BLKT	ITEM VALUE	VALU- ATION	VALUATION DATE	PURCHASE DATE	OWN / LEASE	NEW / USED	% COINS
	Scheduled Towers		\$						%
ITEM # 2	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$ 420,000		
SCH #	DESCRIPTION	EXCL BLKT	ITEM VALUE	VALU- ATION	VALUATION DATE	PURCHASE DATE	OWN / LEASE	NEW / USED	% COINS
	RF Equipment		\$						%
ITEM # 3	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$ 7,000,000		
SCH #	DESCRIPTION	EXCL BLKT	ITEM VALUE	VALU- ATION	VALUATION DATE	PURCHASE DATE	OWN / LEASE	NEW / USED	% COINS
	Microwave Equipment		\$						%
ITEM # 4	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$ 750,000		
SCH #	DESCRIPTION	EXCL BLKT	ITEM VALUE	VALU- ATION	VALUATION DATE	PURCHASE DATE	OWN / LEASE	NEW / USED	% COINS
			\$						%
ITEM #	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$		
SCH #	DESCRIPTION	EXCL BLKT	ITEM VALUE	VALU- ATION	VALUATION DATE	PURCHASE DATE	OWN / LEASE	NEW / USED	% COINS
			\$						%
ITEM #	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$		
SCH #	DESCRIPTION	EXCL BLKT	ITEM VALUE	VALU- ATION	VALUATION DATE	PURCHASE DATE	OWN / LEASE	NEW / USED	% COINS
			\$						%
ITEM #	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$		
SCH #	DESCRIPTION	EXCL BLKT	ITEM VALUE	VALU- ATION	VALUATION DATE	PURCHASE DATE	OWN / LEASE	NEW / USED	% COINS
			\$						%
ITEM #	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$		
SCH #	DESCRIPTION	EXCL BLKT	ITEM VALUE	VALU- ATION	VALUATION DATE	PURCHASE DATE	OWN / LEASE	NEW / USED	% COINS
			\$						%
ITEM #	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$		
SCH #	DESCRIPTION	EXCL BLKT	ITEM VALUE	VALU- ATION	VALUATION DATE	PURCHASE DATE	OWN / LEASE	NEW / USED	% COINS
			\$						%
ITEM #	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$		
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			\$						%
ITEM #	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$		
SCH #	DESCRIPTION	EXCL BLKT	ITEM VALUE	VALU- ATION	VALUATION DATE	PURCHASE DATE	OWN / LEASE	NEW / USED	% COINS
			\$						%
ITEM #	MANUFACTURER	MODEL	YEAR	ID # / SERIAL #		CAPACITY	AMOUNT OF INSURANCE		
							\$		

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Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

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PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE 	DATE	NATIONAL PRODUCER NUMBER



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Augusta, Georgia; Augusta Regional Airp	
POLICY NUMBER HSI000888901			
CARRIER The Burlington Insurance Company	NAIC CODE 23620		
		EFFECTIVE DATE: 09/01/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 152 **FORM TITLE:** Commercial Inland Marine Section

***** COVERAGES / CAUSES OF LOSS *****

Description: Windstorm/Hail Sublimit- \$250,000

THE FOLLOWING TERMS ARE APPLIED TO ALL QUOTE PROPOSALS

Terrorism:

TRIA - Form C (12 20) POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE must be completed/signed to reflect insured's decision to elect or reject terrorism coverage prior to Bind.

Basis of Quotation:

This Quotation is based on the information provided with the submission and is subject to withdrawal, cancellation or modification upon the occurrence, reporting or discovery of any new claim, event or loss prior to the effective date of the policy.

Please read all terms and conditions shown in this quote/binder carefully as they may not conform to specifications shown on your submission.

This Quote supersedes any previous Quote or Binder for this Applicant.
The terms/conditions of this quote may differ from any previous quote.

PLEASE NOTE:

Coverage is offered on a Non Admitted basis

This quote is subject to the following:

Receipt of a completed application signed by the insured within ten (10) days of your request to bind including TRIA-Form C (12 20) (completed/signed to reflect insured's decision to elect or Reject terrorism coverage).

State amendatory endorsements, if applicable.

Please read all terms and conditions shown above carefully as they may not conform to the specifications in your submission.

Transmittal Disclaimer

This fax or email message is strictly confidential and is intended solely for the person or organization to which it is addressed. It may contain privileged and confidential information and, if you are not the intended recipient, you must not copy or distribute it or take action in reliance on it. If you have received this message in error, please notify the sender as soon as possible.

Additional Forms applicable to policy:

Quote and Issued Policy Subject to All Company and State Mandatory Forms and Endorsements
State amendatory endorsements will be applied
TRIA forms as required by insured selection in Form C
IFG-SM-0054 03 15 – Electronic Data Exclusion
IFG-CP-0051 Exclusion – Electronic Data, Computer System or Computer Network

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Insured: Augusta Georgia

Policy No.:

Address: On File with Carrier

Type of Policy: Inland Marine

City, State, Zip:

Policy Term: 9/1/2026 - 9/1/2027

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* the term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Property: Terrorism coverage cannot be rejected under Standard Fire Policy statutes in AZ, CA, CT*, GA*, HI*, IL*, IA*, MA*, ME, MO, NJ*, NY*, NC*, OR, RI*, VA*, WA*, WV*, and WI (* Not applicable to Inland Marine). If your policy provides commercial property insurance in these standard fire policy states, the premium we charge for property insurance includes the premium for the statutorily required terrorism coverage. Additional charges will be applicable

for perils not statutorily required if you elect to purchase this terrorism coverage option (see amount below).

See page two (2) for premiums and Acceptance or Rejection

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

Acceptance or Rejection of Terrorism Insurance Coverage: (check all applicable boxes)

You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of policy. You may reject this offer by completing and signing this statement and returning it to us. If you send us a signed rejection of coverage, your policy will exclude coverage for certified terrorism losses.

The premium(s) shown below are subject to change. Refer to the binder or policy for final premium(s)

The premium for terrorism coverage will be: Liability / Liquor Liability _____
The premium for terrorism coverage will be: Excess Liability / Umbrella _____
The premium for terrorism coverage will be: Property _____ Inland Marine _____
The premium for terrorism coverage will be: Excess Property _____
The premium for terrorism coverage will be: Difference in Conditions _____

- | | |
|--|--|
| ☐ I hereby elect to purchase terrorism coverage for | ☐ Liability / Liquor Liability |
| ☐ I hereby elect to purchase terrorism coverage for | ☐ Excess Liability / Umbrella |
| ☐ I hereby elect to purchase terrorism coverage for | ☐ Property ☐ Inland Marine |
| ☐ I hereby elect to purchase terrorism coverage for | ☐ Excess Property |
| ☐ I hereby elect to purchase terrorism coverage for | ☐ Difference in Conditions |

☒ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism for:

- | |
|--|
| ☐ Liability / Liquor |
| ☐ Excess Liability / Umbrella |
| ☐ Property |
| ☐ Excess Property |
| ☒ Inland Marine |
| ☐ Difference in Conditions |

X

Policyholder/Applicant's Signature

Date

Print Name

RETURN THIS COMPLETED FORM TO YOUR INSURANCE AGENT



Public Safety Committee

Meeting Date: July 28, 2026

Approval of Change Order to Purchase Order P495166 – W.W. Williams (Truck 6 Engine Replacement)

Department:	Fire
Presenter:	Antonio Burden, Fire Chief
Caption:	Motion to approve a change order to increase Purchase Order P495166 with W.W. Williams by \$31,641.62, from \$24,458.83 to \$56,100.45, to install a new engine in Aerial Truck 6.
Background:	Aerial Truck 6, a 2015 KME apparatus, experienced a catastrophic engine failure. The original repair plan called for replacement of the short block and cylinder head. After the engine was completely disassembled, additional internal damage was discovered that could not have been identified during the initial inspection. Based on the findings, replacing the complete drop-in long block assembly was determined to be the most reliable and cost-effective repair option. Updated vendor quotations require a revision to Purchase Order P495166
Analysis:	The revised purchase order reflects the final quoted cost for the complete drop-in long block assembly and associated core charges. Replacing the entire long block will provide a more dependable and economical long-term repair than attempting to replace individual engine components, which would increase labor costs, extend downtime, and increase the risk of future mechanical failure. The additional costs resulted from internal engine damage discovered only after complete disassembly and inspection.
Financial Impact:	Increase Purchase Order P495166 with W.W. Williams by \$31,641.62 , from \$24,458.83 to \$56,100.45 , for a net increase of \$31,641.62 .
Alternatives:	None at this time.
Recommendation:	Approve the Motion to approve the change order increasing Purchase Order P495166 with W.W. Williams to \$56,100.45 to allow completion of the engine replacement and return Truck 6 to frontline service.
Funds are available in the following accounts:	274035120-5319140
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief



Augusta Fire Department

Antonio Burden, Fire Chief



June 22 2026

Mr. Andy Penick, Procurement Director

RE: Second Revision Request – Purchase Orders P482048 and P495166 (Truck 6 Engine Repair)

Dear Mr. Penick:

I am requesting approval for a second revision to Purchase Orders P482048 (Elite Diesel of Augusta) and P495166 (W.W. Williams) related to the engine replacement and repair of Truck 6, a 2015 Kovatch Mobile Equipment apparatus currently undergoing repairs.

As background, Truck 6 was originally evaluated in early 2025 after experiencing catastrophic engine failure. Based on the initial inspection, the approved repair plan consisted of replacing the short block and cylinder head assembly. That repair was approved under PO P482048 in the amount of \$52,456.69.

Due to vendor staffing shortages and scheduling delays associated with higher-priority apparatus repairs, work on Truck 6 was postponed for an extended period. During that time, the Fire Department worked with vendors to identify opportunities for cost savings by separating labor and parts purchases. As a result, components required for the repair were ordered through W.W. Williams under PO P495166 in the amount of \$24,458.83, while labor and installation services remained with Elite Diesel.

Once the engine was fully disassembled, significant additional internal damage was identified that could not have been detected during the original inspection. The damage included excessive wear and failure of critical internal engine components, resulting in a determination that replacement of the complete long block assembly represented the most reliable and cost-effective repair option. Based on these findings, a previous revision request was approved, reducing the Elite Diesel purchase order and maintaining the W.W. Williams purchase order while the final scope and pricing were evaluated.

Following additional negotiations and final vendor review, updated quotations have now been received requiring a second revision to both purchase orders:

- Purchase Order P482048 – Elite Diesel of Augusta

- Current Amount: \$24,224.30
- Revised Amount: \$23,626.47
- Change: Decrease of \$597.83

Augusta Fire Department
3117 Deans Bridge Road, Augusta, GA 30906
706-821-2909
WWW.AUGUSTAGA.GOV

Purchase Order P495166 – W.W. Williams

- Current Amount: \$24,458.83
- Revised Amount: \$56,100.45
- Change: Increase of \$31,641.62

The reduction to PO P482048 reflects final negotiated labor and installation costs associated with engine replacement, testing, calibration, and related materials required to return the apparatus to service.

The increase to PO P495166 reflects the final quoted cost of the complete drop-in long block assembly and associated core charges required to replace the originally planned component-level repair. This approach remains the most dependable and economical long-term solution for restoring Truck 6 to operational status. Attempting to repair individual internal engine components would result in increased labor costs, additional downtime, and a higher risk of future mechanical failure.

The need for these revisions is not the result of oversight by Augusta Fire/EMA, Fleet Management, or either vendor. The additional damage could only be identified after complete engine disassembly and inspection. The revised pricing represents the final scope necessary to complete the repair and return Truck 6 to frontline service.

Your consideration and approval of these purchase order revisions are respectfully requested so repairs may proceed without further delay.

Sincerely,



Antonio Burden
Fire Chief
Augusta Fire Department

New Quote

Item 11.



Columbia
2610 Augusta Rd, W
W. Columbia, SC 29169
803-791-5910

PARTS QUOTE

Quote: 41543

Date / Time: 6/17/2026 8:31:08AM

Customer: 410996

Branch: CBS

Quote Total: \$56,100.45

Expiration Date: 08/16/2026

Page 1 of 1

Bill To: CITY OF AUGUSTA AP DPT. STE 800
535 Telfair St.
Municipal Bldg 1000
Augusta, GA 30901

Ship To: CITY OF AUGUSTA AP DPT. STE 800
1568 Broad St
Augusta, GA 30904-3912
Office Phone: 706-821-2335
Email: APInvoices@Augustaga.GOV

Office: 706-821-2335 Shop: 706-726-8388 Email: APInvoices@Augustaga.GOV

Customer P/O: 0		Inside Slsm: jdrafts		Delivery Method: Delivery	
Part / Misc	Description / Ref Number	U/M	Quantity	Price	Extended Price
68H3D450SB	DROP-IN	EACH	1	46,582.22	46,582.22
68H3D450SB-C	DROP-IN	EACH	1	9,518.23	9,518.23

Quote

Total Parts:	\$46,582.22
Total Core Charges:	\$9,518.23
Total Core Returns:	\$0.00
Quote Subtotal:	\$56,100.45
Total Tax:	\$0.00
Quote Total:	\$56,100.45

Remit To:

Columbia - The W. W. Williams Co, LLC
PO Box 772022
Detroit, MI 48277-2022

Quotes are valid for thirty (30) days from the date of the quotation and unless otherwise indicated on the quote, shall automatically expire at such time.

Warranty/Terms and Conditions*

W.W. Williams warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. W.W. Williams expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. IN NO EVENT SHALL W.W. WILLIAMS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR UNKNOWN DAMAGES. *For complete warranty limitations, disclaimers and detailed Terms and Conditions please see www.williams.com/Terms.

Notice: Where applicable, a 3% surcharge applies to all credit card payments. No surcharge applies to ACH, check, or wire payments.

Return Policy: Returns must be accompanied by this invoice and in the original, unopened box or packaging. A 15% restocking charge will be applied to all returned items. No returns on electrical items. No returns on special order items. No returns after 30 days from the date of invoice. Core return rights expire 180 days from the date of this invoice.

AUGUSTA, GEORGIA

Item 11.

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO.
P495166

DATE 03/12/26	DEPARTMENT 041253	VENDOR PHONE # (803) 791-5910 ext:	REQUISITION/QUOTE NO. R416872
VENDOR # 24582	E-VERIFY # 79443	EMAIL JPARDUE@WWW.WILLIAMS.COM	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR
W.W. WILLIAMS-WEST COLUMBIA
2610 AUGUSTA ROAD WEST
WEST COLUMBIA, SC 29169-4548

ATTN:
BID NUMBER:

CONTRACT #:
BUYER: NANCY

SHIP TO:
AUGUSTA FIRE ADMIN
3117 DEANS BRIDGE ROAD
AUGUSTA, GA 30906

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379
(706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO
ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		REPAIR PARTS AT-5 QUOTE 39552 TO INCLUDE: -SHORT CLOCK \$15,335.68 -CORE SHORT BLOCK \$4,794.37 - CYLINDER HEAD CUMMINS \$3,819.50 - CYLINDER HEAD KIT \$509.25 COMMISSION APPROVAL 3/18/25, ITEM #22 220-04-1253/53-99999	24,458.83	24,458.83

CONDITIONS - READ CAREFULLY

- 1 The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- 2 Shipping charges prepaid by vendor.
- 3 Payment will be made on complete shipments only, unless otherwise requested.
- 4 DELIVERY TICKET MUST ACCOMPANY GOODS.
- 5 No back orders. We will reorder if available.
- 6 Please make deliveries between 9 A.M. and 4 P.M.
- 7 All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- 8 Indoor delivery if necessary.
- 9 Payment Net 30 or according to contract.

NET TOTAL..... 24,458.83

APPROVED FOR ISSUE



DIRECTOR OF PROCUREMENT

176

REQUISITIONER



Public Safety Committee

Meeting Date: July 28, 2026

CACJ FY27 Superior Court Adult Felony Drug, Mental Health, and Veterans Court Operating Grant

Department:	Superior Court
Presenter:	Paige Ford
Caption:	Motion to accept the CACJ Operating Grant Award for the Superior Court Accountability Courts (Drug Court, Mental Health Court, and Veterans Court) in the amount of \$494,773 with a MATCH requirement of \$87,313. Designate Chief Superior Court Judge Flythe as Authorized Official
Background:	Supports the operations of the Augusta Judicial Circuit's Accountability Court Programs **Correcting the award amount from the agenda item # 13 that was approved by Commission on 6/30/26. Grantor calculated the wrong award amount on the initial award notice received on 6/4/26. The grantor made the corrections and notified the amended award amount on 7/9/26.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	Already budgeted 220022635 MATCH Accountability Court Director Salary and Benefits 101021112
<u>REVIEWED AND APPROVED BY:</u>	N/A

GRANT AWARD

CRIMINAL JUSTICE COORDINATING COUNCIL

SUBAWARDEE: Augusta Richmond County CFDA NUMBER: N/A

Employer Identification Number (EIN): 58-2204274 SUBAWARD NUMBER: AW-ACFP-27-044

IMPLEMENTING AGENCY: Augusta Judicial Circuit SUBGRANT PERIOD: 07/01/2026 - 06/30/2027

PROJECT TYPE: Adult Felony Drug Court SUB AWARD AMOUNT: \$494,773.00

AWARD NUMBER: State Accountability Court Program MATCHING FUNDS: \$87,313.00

AWARD PERIOD: 07/01/2026 - 06/30/2027 TOTAL FUNDS: \$582,086.00

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council. This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council within 45 days of receipt.

Reimbursement/Payment
Frequency:

Agency Approval



Jay Neal, Director
Criminal Justice Coordinating

Date

7/9/2026

Awardee Approval

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____

Court Name

Augusta Judicial Circuit Drug Court

(Combined app includes MHC and VTC)

Budget Worksheet Category	Line Item	Total Budgeted
Personnel	Program Case Manager	44,031.00
	Fringe Benefits	7,009.26
	Program Case Manager	42,744.00
	Fringe Benefits	16,000.00
	Law Enforcement	10,065.90
	Fringe Benefits	1,535.05
Contract Services	Treatment Provider	250,000.00
	DCS	39,618.00
	Lab Technician	14,560.00
	Lab Technician	9,100.00
Drug Testing Supplies	Consumables	4,839.30
	Monitoring	10,950.00
	Confirmations	1,440.00
	Cups	1,300.00
	Reagents	30,163.00
Supplies /Other Costs		0.00
Equipment		0.00
In State Training and Travel	2026 CACJ Conference	8,917.80
Transportation Funding		2,500.00
Total Budget:		\$494,773

Match:

\$87,313

Funding Committee Note:

The court should work to increase its participant census throughout FY27 to more closely meet its self-reported capacity per the FY26 Court Operating Profile. The Funding Committee will monitor the census through quarterly reporting and may contact your court to review progress. The court should report in detail in its FY28 operating grant application on its efforts to meet its self-reported capacity. The Funding Committee will consider this information when evaluating FY28 operating grant awards, and a failure to respond to Funding Committee notes may impact future funding decisions.

An accountability court in your circuit received a Funding Committee note requesting that they meet with the other courts in your circuit to discuss how collaboration and sharing of resources could benefit all courts. Please be responsive to this court and meet in good faith to determine how collaboration and resource sharing may be possible in your circuit. Please respond to this note within your FY28 application for funding.

AUGUSTA, GEORGIA

New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000620 SUPERIOR CACJ FY27 Superior Court Adult Felony Drug Court (MH & Vet)

Requesting grant funds offered by CJCC for operation of Superior Court Drug, Mental Health, and Veterans Courts. Cash Match 15% funding source 101022112-5111110 Director and Coordinator position.

Start Date: 07/01/2026	End Date: 06/30/2027		
Submit Date: 03/02/2026	Department: 027	Superior Court	Cash Match? Y
Total Budgeted Amount: 659,425.21	Total Funding Agency:	560,511.98	Total Cash Match: 98,913.23

Sponsor: GM0012 Criminal Justice Coord Co
Sponsor Type: S State
Purpose: 5 Drug Courts

Flow Thru ID:

Type	ID	Name	Phone
I	GMI028	Victoria Ford	(706)823-4424

Approvals

Type	By	Date
FA	J. FLYTHE	03/02/2026

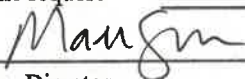
Dept. Signature:

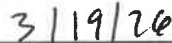
Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request


 Finance Director


 Date

2.) I have reviewed the Grant application and enclosed materials and:

☐ Approve the Department Agency to move forward with the application

☐ Deny the request


 Administrator


 Date

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



Commission Meeting

August 4, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the July 21, 2026 Commission meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



COMMISSION MEETING MINUTES

Commission Chamber

Tuesday, July 21, 2026

2:00 PM

PRESENT:

Mayor Johnson
 Mayor Pro Tem Wayne Guilfoyle
 Commissioner Jordan Johnson
 Commissioner Stacy Pulliam
 Commissioner Lonnie Wimberly
 Commissioner Don Clark
 Commissioner Tony Lewis
 Commissioner Tina Slendak
 Commissioner Brandon Garrett
 Commissioner Francine Scott

ABSENT:

Commissioner Catherine Rice

INVOCATION

Pastor Reese LeRoy, Lead Pastor, Vineyard Church of Augusta

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

RECOGNITION(S)

A. Years of Service Recognitions-recognize employees celebrating 25–50 years.

Presentations made accordingly.

B. Mr. Brentson Judon selected as **Augusta Technical College, 2026 College GOAL Winner; Presenter:** Dr. Kendricks Hooker, Augusta Technical College (**Requested by Commissioner Don Clark**)

Presentations made accordingly.

DELEGATION(S)

C. Dr. Gayla Keesee- postpone the vote and strengthen the Data Center Zoning Ordinance.
Presentations made accordingly.

D. Denice Traina- concerns regarding the construction of data centers in the CSRA.
Presentations made accordingly.

- E. Ms. Priscilla Wheeler-** Draft Data Center Ordinance, specifically regarding utility/water impacts, low-frequency sound barriers, and the need for an independent study.

Presentations made accordingly.

- F. Ms. Zakiya Mabery-** Lessons in Public Governance – Part 1: Transparency

Presentations made accordingly.

- G. Mr. Brian Green -** Rewards and Risks of data centers.

Presentations made accordingly.

- H. Ms. Courtney Harris -** Data Center Ordinance.

Presentations made accordingly.

- I. Ms. Octavia H. Collins-** Data Center Ordinance

Presentations made accordingly.

- J. Ms. Dorothy Smith-** Data Center moratorium

Presentations made accordingly.

- K. Min. Shavonne D. Williams-** The Community's Response to Data Centers

Presentations made accordingly.

- L. Ms. Lisa Lovestone-Gifford-** City Zoning and Data Center

Presentations made accordingly.

- M. Mr. Richard E. Jones-** Data Center

Presentations made accordingly.

- N. Ms. Loriana Pope-Mathis** regarding holding property owners accountable for rental properties that's being neglected as it relates to the Richmond County Code of Ordinances.

Presentations made accordingly.

- O. Dr. Lawrence L. Freeman** regarding Operation Cleanup- City of Augusta, GA for District 1 and surrounding districts for a cleaner and better Augusta.

Presentations made accordingly.

- P. Ms. Rebecca N. Shores** regarding the Augusta Veterans Day Parade.

Ms. Shores did not appear.

- Q. Ms. Teresa Ivey-** SE26-11 special exception per section 26-1 (H) of the comprehensive zoning ordinance to establish a family personal care home at 3120 Blackmon Court

Presentations made accordingly.

- R. Greater Augusta Black Chamber of Commerce-** Organizational Overview & Benefits to the Community_ Speakers: Ronic West, Johnny Gregory, Matthew Fraser

Presentations made accordingly.

- S. **Ms. Patricia Geter** - confirm and discuss the creation of a Commercial Corridor Enhancement and Storefront Improvement Program.

Presentations made accordingly.

CONSENT AGENDA

(Items 1-29)

PLANNING

1. **Z-26-07** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Quanecia Pokam, on behalf of Joel Pokam, requesting a rezoning from zone R-1A (One-Family Residential) to zone B-1 (Neighborhood Business) to develop a day care center, affecting property containing approximately 0.57 acres located at 2933 Deans Bridge Road. Tax Map # 085-3-254-00-0.

Motion to deny

Motion made by Garrett and seconded by Scott
Motion carried 8-2 Pulliam and Wimberly voting no

2. **Z-26-10** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Hull Barrett, PC, on behalf of PSH Augusta Downtown, LLC, requesting a rezoning from zones HI (Heavy Industrial) and LI (Light Industrial) to zone B-2 (General Business) to develop an extended stay hotel, affecting properties containing approximately 2.3 acres located at 1310 and 1310 A Walker Street. Tax Map #'s 046-2-087-00-0 & 046-2-086-00-0. **District 1**

Motion to approve

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

3. **Z-26-08** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Lesak Holdings, LLC, on behalf of ABW Properties Group, LLC, requesting to amend B-2 (General Business) zoning conditions from zoning case Z-07-104 to establish an automotive service station and repair garage for specialty vehicles, affecting property containing approximately 1.03 acres located at 1650 Barton Chapel Road. Tax Map # 054-0-028-00-0.

Motion to approve

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

4. **Z-26-08** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Lesak Holdings, LLC, on behalf of ABW Properties Group, LLC, requesting to amend B-2 (General Business) zoning conditions from zoning case Z-07-104 to establish an automotive

service station and repair garage for specialty vehicles, affecting property containing approximately 1.03 acres located at 1650 Barton Chapel Road. Tax Map # 054-0-028-00-0.

Motion to approve

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

5. **SE-26-11** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by Sevita-REM Georgia I, LLC, on behalf of MGJHI, LLC, requesting a special exception per Section 26-1(h) of the Comprehensive Zoning Ordinance to establish a family personal care home with 4 clients, affecting property containing approximately 0.62 acres located at 3120 Blackmon Court. Tax Map # 139-0-254-00-0. Zoned R-1A (One-Family Residential). **District 8**

Motion to deny

Motion made by Garrett and seconded by Guilfoyle
Motion carried 9-0 with Rice and Clark out (16-objectors)

6. **Z-26-06** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by GA 1602 Gordon Highway, LLC, on behalf of GA 1602 Gordon Highway, LLC, requesting to amend B-2 (General Business) zoning conditions from zoning case Z-22-56 to establish a convenience store, affecting property containing approximately 2.0 acres located at 1602 Gordon Highway. Tax Map # 086-2-154-00-0. **District 2**

Motion to approve

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

7. **SE-26-10** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Hull Barrett, PC on behalf of PSH Augusta Downtown, LLC, requesting a special exception per Section 22-2(d) of the Comprehensive Zoning Ordinance to establish an extended stay hotel, affecting properties containing approximately 2.3 acres located at 1310 and 1310 A Walker Street. Tax Map #'s 046-2-087-00-0 & 046-2-086-00-0. Zoned HI (Heavy Industrial) and LI (Light Industrial). District 1 (Commissioner Jordan Johnson).

Motion to approve

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

- 8. ZA-R-262** – A request for concurrence with the Augusta Planning Commission to **POSTPONED** ANY ACTION on a petition to amend the Comprehensive Zoning Ordinance for Augusta, Georgia to establish land use regulation criteria pertaining to data centers.

Companion item-see #30

(Modified motion)

Motion to extend moratorium for 60 days; include three (3) public hearings held at Warren Road, Diamond Lakes and Henry Brigham Community Centers.

Motion made by Guilfoyle and seconded Pulliam

Motion carried 10-0

Original motion.

Motion to extend the moratorium for 60 days.

Motion made by Guilfoyle and seconded by Garrett

Substitute motion.

Motion to get the Ordinance correct through the Planning & Development Department, extend the moratorium on the data center ordinance for not less than 90 days and three (3) public hearings.

Motion made by Wimberly and seconded by J. Johnson

Motion failed 5-5-

PUBLIC SERVICES

9. Motion to **approve** Augusta Regional Airport (AGS) – Approve Work Authorization #24 for Mead and Hunt to provide Construction Administration and Construction Observation (CA/CO) services for the construction of Terminal Security Camera Upgrades in the amount of \$164,069.74. This item was approved by the Augusta Aviation Commission 06/25/26. (25-158C). **(Approved by Public Services Committee July 14, 2026)**

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

10. Motion to **approve** Augusta Regional Airport (AGS) - Approve the Construction Contract to NetPlanner Systems, Inc. in the amount of \$1,556,877.35 for the Security Camera Improvement project. This item was approved by the Augusta Aviation Commission 06/25/26 (ITB #26-150). The recommendation of award for this contract was approved by the Augusta Commission for May 21, 2026, item #23 (ITB 26-150). **(Approved by Public Services Committee July 14, 2026)**

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

11. Motion to **approve** Augusta Regional Airport (AGS) - Approve Work Authorization # 25 for Mead & Hunt to provide professional design Feasibility Study support for the development of a new Aircraft Rescue and Firefighting (ARFF) facility at the Augusta Regional Airport in the amount of \$55,176.50. This item was approved by the Augusta Aviation Commission 06/25/26. (RFP 25-156). **(Approved by Public Services Committee July 14, 2026)**

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

12. **Motion to approve** A.N. 26-27 – New Location: Shameka Jacobs is the applicant for 127 Taste LLC, requesting **Consumption on Premise Liquor, Beer, Wine, and Sunday Sales**. This is located at 127 Laney Walker Blvd Ext, Augusta GA 30901. District 1, Super District 9 **(Approved by Public Services Committee July 14, 2026)**

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

13. Motion to **approve** A.N. 26-35 – Existing location, new ownership: Melissa Winter is the applicant for Lounging Around LLC, requesting Consumption on Premise **Liquor, Beer, Wine, and Sunday Sales**. This is located at 2706 Gordon Highway, Augusta GA 30909. District 4, Super District 9. **(Approved by Public Services Committee July 14, 2026)**

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

14. **Dr. Melissa DeVelvis** regarding the placement of a state historic marker at May Park. **(Approved by Public Services Committee July 14, 2026)**

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

15. Planning and Development Department is requesting approval for additional funding to the zoning ordinance update to include but not limited to two (2) additional public engagement meetings/workshops for input from all Commissioners, stakeholders, and the public, and the production of an Official Zoning Map and Future Land Use Map. This request also is to extend the period of performance to November - December 2026 with an addition not-to-exceed the amount of \$68,368 for the adoption of the new Zoning Ordinance through White & Smith, LLC.

Motion to defer to the next committee meeting.

Motion made by Garrett and seconded J. Johnson

Motion carried 9-0 with Rice and Clark out

ADMINISTRATIVE SERVICES

- 16. Motion to approve** Housing and Community Development Department's (HCD's) request to continue to partner with Augusta/CSRA Habitat for Humanity to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue support the construction and development of one (1) single family units to be sold to low-income homebuyers. (Approved by Administrative Services Committee July 14, 2026)

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

- 17. Motion to approve** Housing and Community Development Department's (HCD's) request to continue to partner with Augusta/CSRA Habitat for Humanity to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue support the construction and development of one (1) single family units to be sold to low-income homebuyers.(Approved by Administrative Services Committee July 14, 2026)

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

- 18. Motion to approve** Housing and Community Development Department's (HCD's) request to continue to partner with Augusta/CSRA Habitat for Humanity to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue support the construction and development of one (1) single family units to be sold to low-income homebuyers.(Approved by Administrative Services Committee July 14, 2026)

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

- 19. Request to approve** submission of the FY2026 Annual Action Plan, representing \$3,852,829.39 in investment in the housing and service needs of low- and moderate-income residents of Augusta, and grant authority for the Mayor to execute the necessary documents required to be included with this submission.(Approved by Administrative Services Committee July 14, 2026)

Motion to approve

Motion made by Pulliam and seconded by Guilfoyle
Motion carried 9-0 with Rice, Clark out

- 20. Motion to approve** Housing and Community Development Department's (HCD's) request to provide funding to CapitalRise, LLC to continue development in the Pebble Creek Area and support the construction of one (1) single family unit to be sold to low-income homebuyer. **(Approved by Administrative Services Committee July 14, 2026)**

Motion to approve

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

FINANCE

- 21. Approval for Housing Authority of the City of Augusta, Georgia to Issue Bonds to Finance** Facilities located in Augusta, Georgia. **(Approved by Finance Committee July 14, 2026)**

Motion to approve

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

- 22. Establish a working group with Engineering Department, Finance Department, Administrator, Commissioner Wimberly, and Commissioner Pulliam to address right-of-way and vacant lot clean up. (Approved by Finance Committee July 14, 2026)**

Motion to approve

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

PUBLIC SAFETY

- 23. Motion to approve** of a change order under RFP 25-242 to purchase an additional 50 light fixtures and accessories for the Charles B. Webster Detention Center (CBWDC) in the amount of \$54,400.00. (P491668). **(Approved by Public Safety Committee July 14, 2026)**

Motion to approve

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

- 24. Motion to accept** the \$650,000.00 grant awarded to Juvenile Court from Criminal Justice Coordinating Council. Juvenile Justice Incentive Grant FY27 Award. No match required. **(Approved by Public Safety Committee July 14, 2026)**

Motion to approve

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

25. Motion to **approve** BUILDING OPPORTUNITIES FOR OUT OF SCHOOL TIME (B.O.C) GRANT AWARD \$48,375.00 from Georgia Department of Education.. No match required. **(Approved by Public Safety Committee July 14, 2026)**

Motion to approve

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

26. Motion to **approve** bid award RFP 25-167 (Permitting, Licensing and Code Enforcement Regulatory Services System) to Tyler Technologies. **(Approved by Public Safety Committee July 14, 2026)**

Motion to approve

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

27. Motion to **approve** the Purchase of a WCCTV Mini Dome Solar Surveillance Trailer. **(Approved by Public Safety Committee July 14, 2026)**

Motion to approve

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

PETITIONS AND COMMUNICATIONS

28. Motion to **approve** the minutes of the June 30, 2026 Commission meeting.

Motion to approve

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

APPOINTMENT(S)

29. Motion to **approve** the appointment of the following **1) Mr. Eric Abrams** to the Augusta Canal Authority, **2) Quentin White** to the Citizens Small Business Advisory Board **3) LaFawn Pinkney-Mealing** to the Augusta Personnel Board representing District 1.

Motion to approve

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

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

(Items 30-42)

PUBLIC SERVICES

- 30.** Commission to discuss and consider amending the Comprehensive Zoning Ordinance of Augusta, Georgia to establish land use regulation criteria pertaining to data centers. Planning and Development is requesting approval of the regulations. **(No Recommendation from Public Services Committee July 14, 2026)**

(Modified motion)

Motion to extend moratorium for 60 days; include three (3) public hearings to be held at Warren Road, Diamond Lakes and Henry Brigham Community Centers.

Motion made by Guilfoyle and seconded Pulliam

Motion carried 10-0

Original motion.

Motion to extend the moratorium for 60 days.

Motion made by Guilfoyle and seconded by Garrett

Substitute motion.

Motion to get the Ordinance correct through the Planning & Development Department, extend the moratorium on the data center ordinance for not less than 90 days and three (3) public hearings.

Motion made by Wimberly and seconded by J. Johnson

Motion failed 5-5-

Voting Yes Pulliam, J. Johnson, Wimberly, Lewis, and Scott

Voting No- Mayor Johnson, Clark, Slendak, Garrett and Guilfoyle

ENGINEERING SERVICES

- 31.** Motion to Approve Sole Source of Submersible Lift Station Pump for Lakeview Terrace on Ft. Gordon in the amount \$59,891.00 **(No Quorum Engineering Services Committee July 14, 2026)**

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

- 32.** Motion to **approve** Sole Source of Rotating Assembly for Stovall Booster station in the amount of \$49,881.00 **(No Quorum Engineering Services Committee July 14, 2026)**

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

33. Motion to **move** forward with installation of Traffic Signal at Pleasant Home Road & Fox H intersection. The developer pays \$180,000.00 for required Traffic Signal construction cost, Augusta, GA pays balance of Traffic Signal construction cost that per Engineering on call contract cost proposal will be \$130, 414,00, and Augusta Administrator to identify funding source for Augusta, Georgia cost covering. (Requested by Engineering Department 06/24/2026)(**No Quorum Engineering Services Committee July 14, 2026**)

Motion to delete

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

34. Motion to approve Sole Source Purchase of Fortinet Network Hardware And Lord & Company Integration in the amount of \$42,503.81(**No Quorum Engineering Services Committee July 14, 2026**)

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

35. Approve proposal to amend the current Construction Contract with Rehab Construction Company Inc. for the repair of Highland Avenue Water Treatment Plant Filter Modification Phase 2 Project to include the rehabilitation of Filter #7A within the scope of the construction work being performed in the currently active filter modification project in the amount of \$460,000.00 via Change Order (26AUA041).(**No Quorum Engineering Services Committee July 14, 2026**)

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

36. Approve proposal to amend the current Professional Services Contract with Schnabel Engineering for engineering design, bid phase, and construction administration services for the repair of the Augusta Canal embankment to include design services associated with the emergency repairs to the Aqueduct seepage, additional permitting coordination support as required by the Federal Energy Regulatory Commission (FERC), additional design services in response to FERC review, and updates to the Opinion of Probable Cost for project phasing and budgeting in the amount of \$36,476.50 via change order (25AUA347).(**No Quorum Engineering Services Committee July 14, 2026**)

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

37. Approve supplemental funding (SA1) for the Sole Source Fonroche Lighting America in amount of \$251,511.00 for Wrightsboro Road Improvements Project (North Leg Rd.–Highland Ave.) for completing installing solar street lighting. / AE(**No Quorum Engineering Services Committee July 14, 2026**)

Motion to approve

Motion made by Garrett and seconded by J. Johnson

Motion carried 9-0 with Rice and Clark out

- 38. Discuss and approve** the denial of Georgia Waste System (GWS)'s request for a Consistency Letter for the proposed Solid Waste Transfer Station Facility at 3946/3946A Goshen Industrial Boulevard, Augusta, Georgia./ AE (**No Quorum Engineering Services Committee July 14, 2026**)

Motion to delete

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

- 39. Approve** supplement funding (SA1) in amount not to exceed \$50,000.00 for Hurricane Helene debris removal coordination support services with Infrastructure Systems Management, LLC. Also approve use General Fund-fund balance to fund these services. AE/22-304 (23LFL055)(**No Quorum Engineering Services Committee July 14, 2026**)

Motion to approve

Motion made by Wimberly and seconded by Scott

Motion carried 9-0 with Rice and Clark out

APPOINTMENT(S)

- 40. Motion to appoint** Gary Woodhurst to the Downtown Development Authority. (**Requested by Commissioner Jordan Johnson**)

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

- 41. Motion to approve** the appointment of Mr. Omar Rouse to the Department of Children Services Board.

Motion to approve

Motion made by Garrett and seconded by Slendak

Motion carried 10-0

LEGAL MEETING

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

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

Item 13.

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Public Services Committee Meeting

July 14, 2026

Additional Funding Request

Department:	N/A
Presenter:	N/A
Caption:	Planning and Development Department is requesting approval for additional funding to the zoning ordinance update to include but not limited to two (2) additional public engagement meetings/workshops for input from all Commissioners, stakeholders, and the public, and the production of an Official Zoning Map and Future Land Use Map. This request also is to extend the period of performance to November - December 2026 with an addition not-to-exceed the amount of \$68,368 for the adoption of the new Zoning Ordinance through White & Smith, LLC. RFQ Item #24-142. A scope of work and roadmap is attached for your review and consideration.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

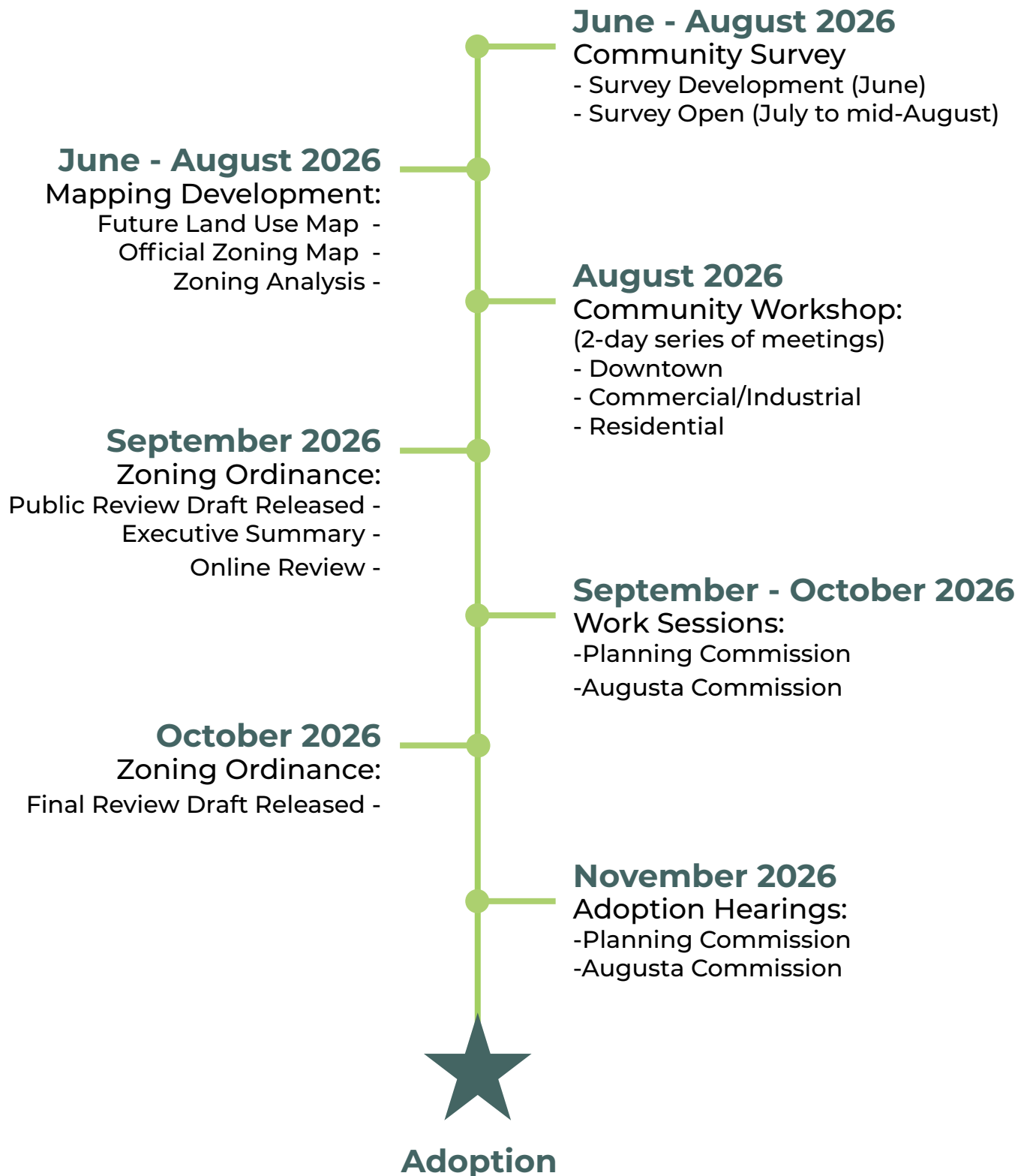
Augusta Budget Worksheet - Contract Amendment Proposal

Last Modified: June 4, 2026

Task	hourly rate	White & Smith						BENCHMARK		MHCB COLAB						Subtotals	
		Project Manager		Senior Planner		Supporting Staff		Principal		Principal		Director		Planner			
		M. White		J. Wallace		S. Scoopmire / C. Cameron		Vagn		Melissa Hege		Matt Hege		Jesica Perkel			
		\$210		\$145		\$100		\$150		\$250		\$205		\$80			
		Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees
1 Mapping																	
1.1 Future Land Use Map		0	\$0	2	\$290	0	\$0	24	\$3,600	0	\$0	0	\$0	0	\$0	26	\$3,890
1.2 Official Zoning Map Update		0	\$0	2	\$290	0	\$0	40	\$6,000	0	\$0	0	\$0	0	\$0	42	\$6,290
1.3 Land Use Analysis Maps		0	\$0	2	\$290	0	\$0	16	\$2,400	0	\$0	0	\$0	0	\$0	18	\$2,690
Subtotal		0	\$0	6	\$870	0	\$0	80	\$12,000	0	\$0	0	\$0	0	\$0	86	\$12,870
2 Community Engagement																	
2.1 Community Engagement Survey		0	\$0	2	\$290	0	\$0	0	\$0	16	\$4,000	6	\$1,230	10	\$800	34	\$6,320
2.2 Public Workshops		4	\$840	16	\$2,320	24	\$2,400	0	\$0	46.5	\$11,625	40.5	\$8,303	30	\$2,400	161	\$27,888
(In-Person, 2-days, Series of meetings; format TBD)																	
Subtotal		4	\$840	18	\$2,610	24	\$2,400	0	\$0	63	\$15,625	47	\$9,533	40	\$3,200	195	\$34,208
3 Zoning Ordinance Revisions																	
3.1 Drafting - Zoning District & Uses		4	\$840	16	\$2,320	16	\$1,600	0	\$0	0	\$0	0	\$0	0	\$0	36	\$4,760
3.2 Drafting - Development Standards		4	\$840	16	\$2,320	16	\$1,600	0	\$0	0	\$0	0	\$0	0	\$0	36	\$4,760
3.3 Drafting - Administration & Procedures		4	\$840	16	\$2,320	16	\$1,600	0	\$0	0	\$0	0	\$0	0	\$0	36	\$4,760
Subtotal		12	\$2,520	48	\$6,960	48	\$4,800	0	\$0	0	\$0	0	\$0	0	\$0	108	\$14,280
4 Adoption Support																	
4.1 Planning Commission & Augusta Commission Work Session		12	\$2,520	24	\$3,480	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$6,000
Subtotal		12	\$2,520	24	\$3,480	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$6,000
5 Project Management / Expenses																	
5.1 Management & Coordination (1.5% of Project Cost)			\$88		\$209		\$108		\$180		\$234		\$143		\$48		\$1,010
Subtotal		0	\$88	0	\$209	0	\$108	0	\$180	0	\$234	0	\$143	0	\$48	0	\$1,010
Total Costs		28	\$5,968	96	\$14,129	72	\$7,308	80	\$12,180	63	\$15,859	47	\$9,675	40	\$3,248	425	\$68,368
% of total hours		6.59%	8.73%	22.59%	20.67%	16.94%	10.69%	18.82%	17.82%	14.71%	23.20%	10.94%	14.15%	9.41%	4.75%	100%	100%

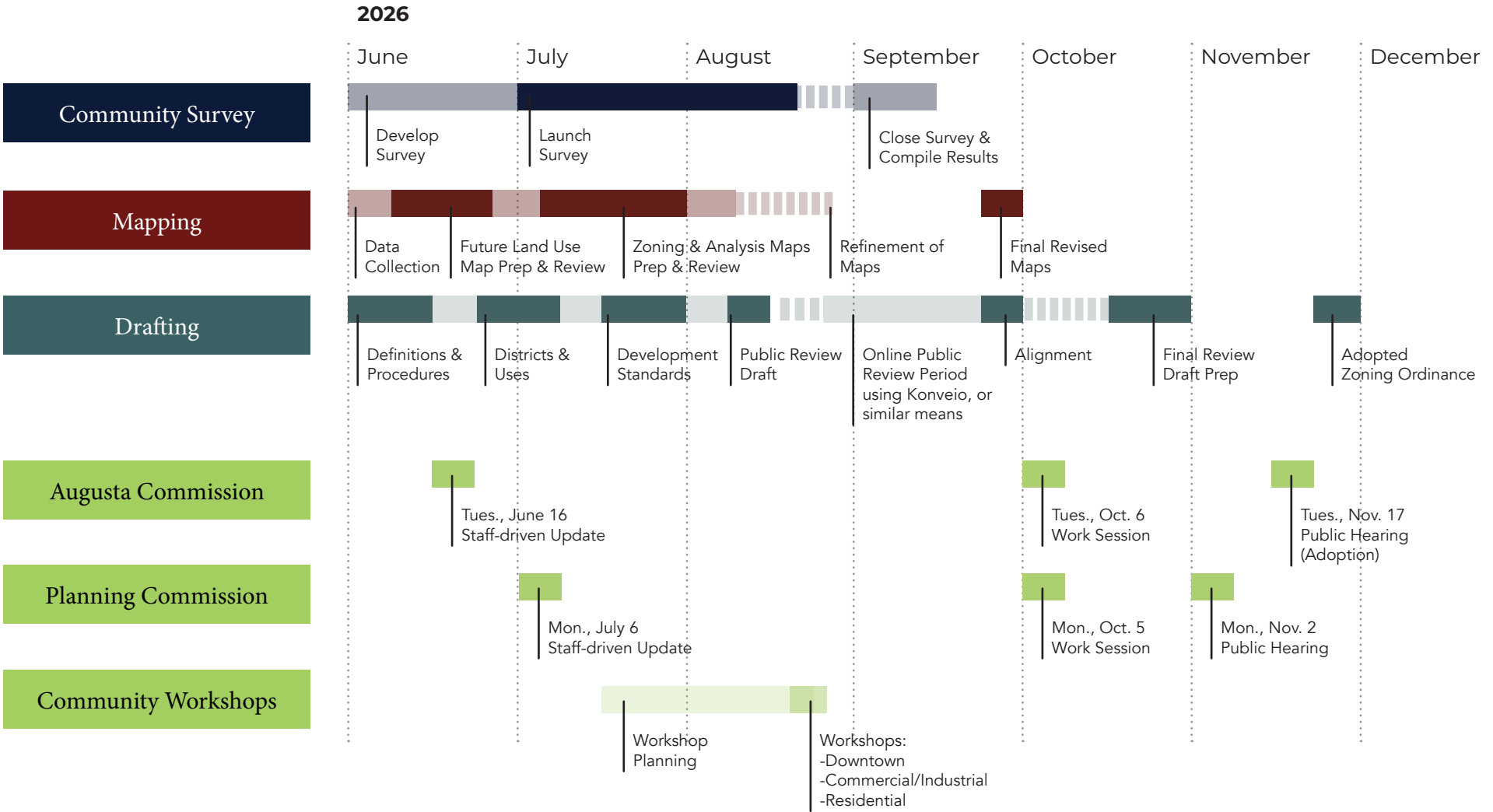
Augusta Zoning Ordinance Rewrite

Adoption Roadmap



Augusta Zoning Ordinance Rewrite

Adoption Roadmap





DEVELOPMENT REVIEW TRENDS REPORT

The purpose of this report is to evaluate whether the draft Zoning Ordinance responds to the recurring issues, development trends, and regulatory challenges most frequently encountered during Augusta's development review process.

To prepare this diagnostic, the project team reviewed meeting minutes, agendas, and staff report from the Augusta Commission, Planning Commission, Board of Zoning Appeals, and Historic Preservation Commission between 2021 and 2025. Recurring themes were identified based on the frequency of appearance, amount of board and commission discussion, number of requests associated with the issue, and the potential for zoning regulations to address or reduce future conflicts.

The following pages summarize the most common issues raised during development review and identify corresponding provisions in the draft Zoning Ordinance intended to address, mitigate, or reduce the frequency of these concerns. While not all issues can be resolved through zoning regulations alone, this diagnostic serves as a tool to evaluate how the draft ordinance supports more predictable, consistent, and effective land use decision-making.

Prepared By:

Augusta Commission Trends (2023-2025)

Theme	Recurring Issues	Zoning Ordinance Strategies
Housing Diversity and Residential Development	Balancing housing choice, affordability, and neighborhood expectations	- The Zoning Ordinance expands the types of housing options to include missing middle housing types, and includes new definitions for duplex, triplex, quadplex, cottage court, townhouse, tiny house, and low-rise residential buildings. - New Middle Neighborhood District and Neighborhood Residential District are introduced to facilitate rezoning process to include broader range of housing types. - New Residential Infill incentives encourage redevelopment in established neighborhoods. - New Building Design standards encourage context-sensitive design for residential buildings.
Neighborhood Compatibility and Character	Managing transitions between new development and established neighborhoods	- Enhanced buffer standards strengthen screening between incompatible uses and intensities. - New transition standards require a transition plan for nonresidential and mixed-use developments within 200 feet of a residential district or use.
Development Review Process and Regulatory Transparency	Improving predictability, clarity, and efficiency of development approvals	- All procedures are consolidated into a single Article in the Zoning Ordinance. - Approval procedures and decisions criteria are outlined with a flow chart that depicts the approval pathways.
Commercial and Industrial Expansion	Accommodating economic growth while minimizing land use conflicts	- New transition standards and enhanced buffer standards offer to add protection between incompatible uses and intensities. - New Adaptive Reuse section incentives reuse of existing buildings by relaxing zoning requirements. - New Transit-Oriented Development Overlay implements transportation priorities identified in Envision Augusta to support walkability and multimodal transportation options, increase housing along public transit corridors, and relax zoning requirements in exchange for public transit provisions.
Historic Preservation and Cultural Resources	Balancing preservation objectives with property owner flexibility	- New cross-references are added to the Zoning Ordinance to clarify preservation review procedures. - Administrative Adjustments up to 20% could help development review approvals. - New Adaptive Reuse section incentives reuse of existing buildings by relaxing zoning requirements.
Emerging Land Uses and Land Uses in Need of Modernization	Managing location, intensity, and operational impacts of emerging and potentially impactful land uses.	- New standards have been added for data centers. - New standards have been added for short-term rentals. - Lodging uses have been streamlined and updated for modern terminology. - New Corner Store use added that prohibits: alcohol and tobacco sales; drive-through facilities; gas stations; tattoo establishments. 1,000 to 1,200-foot separation requirement established for certain uses that mitigates proliferation of uses having detrimental impacts to surrounding neighborhoods. - Updated use regulations to conform to state requirements.

Augusta Commission Trends (continued)

Theme	Recurring Issues	Zoning Ordinance Strategies
Infrastructure Capacity and Growth Management	Coordinating development with public infrastructure capacity	- New Administrative Adjustment provision allows a 12% adjustment in minimum lot size reduction for underground utilities. - Utilities are allowed to occur in required open space (with proper approvals). - Townhouse Developments may be developed using 3 available options: 1] comply with minimum front yard setback; 2] Increased front yard setback where utility easement occurs; or 3] reduced front yard setback where rear-loaded parking is provided
Blight, Property Maintenance, and Redevelopment	Encouraging reinvestment while addressing nuisance properties	- New Adaptive Reuse section incentives reuse of existing buildings by relaxing zoning requirements. - New Residential Infill incentives encourage redevelopment in established neighborhoods. - Nonconformity section has been updated to include provisions addressing lots, buildings, uses, sites, and signs. - The Zoning Ordinance could include stronger enforcement provisions to address deferred maintenance and unsafe conditions.

Planning Commission Trends (2021-2023)

Theme	Recurring Issues	Zoning Ordinance Strategies
Housing Variety, Density, and Compatibility	- Concerns regarding compatibility of townhouses and multifamily housing adjacent to single-family neighborhoods - Debates over appropriate density, lot sizes, and housing intensity - Questions about transitions between attached and detached housing types - Requests for greater housing diversity while maintaining neighborhood character	- New Building Design and Transition/Buffer sections include provisions that address townhouse and multifamily residential buildings. - New residential zoning districts (namely, Middle Neighborhood and Neighborhood Residential) allow for greater density, variation in lot size, and compact configurations. Building Design section applies to missing middle housing types. - Enhanced Buffer Yard section includes new buffer yard types required between land uses.
Transportation, Access, and Connectivity	- Concerns about traffic impacts generated by new development - Need for traffic studies and roadway improvements as part of project approvals - Incomplete sidewalk and street network connectivity	These concerns are predominantly addressed through the Subdivision Ordinance; however, the Traffic Impact Analysis Section includes requirements regarding traffic analysis for certain development applications.
Buffers, Screening, and Transitions	- Requests for greater separation between differing land uses and development intensities - Concerns about privacy, lighting, noise, and visual impacts - Preservation of existing trees as neighborhood transitions	- New Transitions section requires a transition plan as part of site plan review to demonstrate how new development relates to adjacent residential areas through enhanced screening, buffering, building scale, design measures, and performance standards. - Enhanced Buffer Yard section includes new buffer yard types required between land uses.
Open Space & Amenities	- Community expectation that new development provide meaningful amenities and gather spaces - Desire for parks, trails, dog parks, pools, and recreation facilities - Perception that projects with amenities provide greater community benefit	New Open Space section establishes minimum requirements for open space for major subdivisions, multifamily uses, mixed-use developments that include residential use, and Planned Development Districts. The amount of required open space is scaled to the intensity of each zoning district, and the standards include open space types that distinguish between natural open space versus amenity areas.
Parking & Site Design	- Concerns with parking shortages and spillover parking - Difficulty accommodating guest parking in townhouse developments - Conflicts between parking requirements and desired development form	- New Residential Guest Parking Requirements have been added for all residential uses. - New Alternative Parking Plan, Remote Parking, Shared Parking. - For Townhouse Developments, applicants now have options to develop either with rear-loaded parking from the alley/private drive or front-loaded parking.
Commercial Corridor Redevelopment	- Uncertainty regarding where commercial expansion should occur, particularly along Washington Rd.; Milledgeville Rd.; Claussen Rd.; Windsor Spring Rd. - Concerns about commercial encroachment into residential areas - Questions regarding redevelopment intensity along major corridors - Need for predictable transitions between commercial and residential uses	- New Future Land Use Map and Official Zoning Map will serve as a tool for rezoning decision-making. - New Transitions section requires a transition plan as part of site plan review to demonstrate how new development relates to adjacent residential areas through enhanced screening, buffering, building scale, design measures, and performance standards. - Enhanced Buffer Yard section includes new buffer yard types required between land uses.

Planning Commission Trends (continued)

Theme	Recurring Issues	Zoning Ordinance Strategies
Building Appearance	- Requests for higher-quality building materials and architectural design - Concerns regarding facade articulation and visual character - Desire for development that complements surrounding neighborhoods - Evaluation of project appearance often occurs through rezoning conditions rather than ordinance standards	Proposed Building Design section adds clear and consistent expectations for higher intensity residential developments including duplex, triplex, quadplex, townhouse, low-rise, mid-rise, and high-rise residential buildings including materials, variation in wall plane, and orientation of buildings.
Neighborhood Engagement & Public Participation	- Concerns that neighborhoods are not engaged early enough in the process - Requests for additional outreach and community meetings - Petitions and organized neighborhood opposition - Frequent continuances to allow additional stakeholder engagement	- Proposed Neighborhood & Community Organization Registry allows voluntary registry of neighborhood associations and community organizations to facilitate communication and notification regarding zoning applications. - Proposed Citizen Participation Plan (CCP) encourages early communication between applicants and surrounding neighborhoods prior to the submission of certain development applications (PDs; SUPs; and applications determined by Director to have potential community impacts)
Administrative Review and Coordination	- Utility, easement, and infrastructure coordination challenges - Amendments to previously approved PUDs and zoning conditions - Requests for clarification of development commitments - Interpretation of site plans and development assumptions during rezoning review	- Revised Minimum Lot Reduction for Underground Utilities (previously 2%, now 10%) to be coordinated and approved by utility company and Planning Director - New Minor Modification of Final Site or Development Plan added - New criteria added to Planned Development to aid rezoning review

Board of Zoning Appeals Trends (2021-2023)

Theme	Recurring Issues	Zoning Ordinance Strategies
Accessory Structure Dimensional Requirements	- Accessory building size limits do not reflect lot size or property context - Difficulty meeting setback requirements for detached garages, workshops, and outbuildings - Restrictions on utility connections and placement of accessory structures	The Accessory Buildings and Structures section has been updated to include: - Allowing accessory buildings/structures to occur By Right versus a Conditional Use. - New minimum setback requirements for accessory structures that align with the Building Code. - New criteria and considerations for administrative adjustments for setback adjustments for accessory structures
Irregular Lot Configurations	- Irregular shaped lots make it difficult to adhere to setback requirements - Double- and triple-frontage lots are subject to multiple front-yard setbacks	- New provision addresses non-uniform front yard setbacks - Clearer guidance for setback standards on irregularly shaped lots - Administrative adjustments for narrow, shallow, or irregular lots - Acknowledge reduced Secondary Frontage yards for double- and triple-frontage lots
Corner Lot Requirements	- Secondary street frontages function like side yards but are regulated as front yards - Corner lot setback requirements reduce flexibility for additions, garages, and accessory structures	The draft currently states “corner lots having two street frontages shall have two front yards.” It is recommended that corner lots designate a Primary and Secondary Street Frontage based on the street address. Secondary Street Frontage yard may be reduced up to 50% of the Primary Street Frontage.
Historic Property Relief	- Historic buildings were constructed prior to modern zoning standards - Existing structures occupy nonconforming locations on the lot - Preservation goals limit the ability to relocate or reconfigure buildings - Modest additions frequently require relief due to existing nonconformities - Legacy lot patterns, such as narrow urban lots, predate the current zoning standards and make it difficult to adhere to modern setback requirements	A new Neighborhood Residential (NR) District has been added to the Zoning Ordinance to serve Augusta’s in-town neighborhoods initially developed during the late 19th and early 20th centuries. Additionally, new Residential Infill section applies to historic neighborhoods which provide relief. However, the draft dimensional requirements are still in conflict with existing conditions and require further review for added flexibility. Some options include: - Remove zoning restrictions for these areas since they pre-date zoning and have historic commission review; - Increase flexibility with alternative setback measures for NR District to reflect existing conditions (e.g., context-based versus strict dimensional requirements). - Increase administrative adjustments for historic properties up to 20%. - Add “preservation of a designated historic resource” as a unique site condition criteria when evaluating requests for dimensional relief. - Enhance nonconformity provisions to directly address buildings and structures in historic neighborhoods (e.g., allow increases of nonconforming structures in historic neighborhoods) - Acknowledge historic lot-of-record; small/narrow lots as existing conditions that are permitted to redevelop.
Nonconforming Structures, Lots, and Uses	- Existing nonconforming structures are difficult to expand, modernize, or improve - Property owners seek reinvestment opportunities without increasing nonconformities - Redevelopment of legacy commercial and residential sites often requires dimensional relief	Nonconformity section has been revised to include: - Exemption for lots preceding the Zoning Ordinance - Relief in the form of proportionate setbacks for nonconforming lots, up to 20% deviation - Continuance of nonconforming lot size provision that allow a principal structure, accessory structure, or building addition - Expansions of a nonconforming building/structure up to 20% of the existing building footprint

Board of Zoning Appeals Trends (continued)

Theme	Recurring Issues	Zoning Ordinance Strategies
Home Occupations	- Home occupation standards do not align with contemporary business practices - Questions regarding customer visits, deliveries, and accessory structure use - Balancing neighborhood compatibility with small business flexibility	Home-based Occupations section has been revised to include: - Type 1 (HBOs of little to no impact permitted with a Zoning Compliance Permit) and Type II (HBOs of greater impact requiring a Special Exception Permit). - Clear limits on number of employees, maximum size, outward appearance, and parking/traffic.
Sign Regulations	- Visibility constraints on commercial properties - Existing sign standards do not reflect redevelopment conditions or site geometry - Requests for relief from sign area, height, and placement requirements	The Sign regulations have been significantly revised. Major changes include: - Standards are broken up into residential districts and mixed-use/commercial districts to allow signs of appropriate scale and features that relate to context. - New sign area, height, and placement standards have been adjusted based on context/district.
Fence and Wall Standards	- Privacy and security needs conflict with fence height and location standards - Visibility and sight-distance concerns - Request for fencing associated with residential, multifamily, and commercial properties	This was not identified as a priority early on the process. However, some ways in which the Zoning Ordinance can address these issues include: - Context-sensitive fence height standards by yard type, zoning district, use type, and/or adjacent land use. - Establish separate standards for Primary/Secondary street frontages on corner lots. - Expand administrative review and approval of minor deviations (up to 10%).

Historic Preservation Commission Trends (2021-2023)

Many historic preservation issues are governed by the Historic Preservation Ordinance and Historic Preservation Overlay Design Standards; however, the Zoning Ordinance can improve flexibility and reduce conflicts through coordinated dimensional, parking, and nonconformity standards.

Theme	Recurring Issues	Zoning Ordinance Strategies
Additions, Accessory Structures, and Expansion of Historic Properties	Dimensional standards (setbacks and lot coverage) constrain compatible reinvestment in historic properties	- The draft Zoning Ordinance establishes a new zoning district for historic neighborhoods called the Neighborhood Residential District. - A new Residential Infill section relaxes lot dimension and setback requirements and exempts historic properties from density and lot coverage requirements. - Nonconformities section includes a provision that allows expansion of nonconforming building or structure up to 20% of the existing footprint area. - The Zoning Ordinance could allow Administrative Adjustment up to 20% for historic properties to assist with reinvestment of historic properties.
Parking, Driveways, and Site Access on Historic Properties	Modern parking requirements conflict with historic development patterns	- Residential Infill section reduces parking requirements in historic areas by one parking space. - However, the Zoning Ordinance could waive parking requirements for historic structures and adaptive reuse projects.
Demolition by Neglect	Property maintenance and enforcement challenges threaten historic resources	This was not identified as a priority earlier on in the process; however, the Zoning Ordinance could include provisions in the Enforcement section that addresses maintenance standards for historic structure, with timelines for corrective action.



Commission Meeting

August 4, 2026

Ground Maintenance Department status update

Department:	N/A
Presenter:	N/A
Caption:	Provide a comprehensive status update that presents the Commission with a complete and accurate picture of the current state of the Ground Maintenance Department and its readiness for implementation. (Requested by Commissioner Lonnie Wimberly)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Lonnie Wimberly
Sent: Monday, July 27, 2026 12:00 PM
To: Lena Bonner
Cc: Tameka Allen
Subject: Ground Maintenance

Blood afternoon, Mrs. Bonner,

Please add this to the Augusta 4, 2026, agenda, requesting that the Administrator provide an update limited strictly to the matters listed within the item.

Agenda Item:

Please provide a comprehensive status update that presents the Commission with a complete and accurate picture of the current state of the Ground Maintenance Department and its readiness for implementation. The briefing should include the following:

- **Administrative Operations**
 - Identify the department's current administrative office location.
 - Describe the department's management structure (organization chart) and operational readiness.
- **Assets and Responsibilities**
 - Provide a complete inventory of all landscape and grounds maintenance assets assigned or proposed to be assigned to the department.
 - Identify the ownership, current location, and condition of these assets.
- **Service Area and Workload Analysis**
 - Provide a map identifying all service areas and maintenance responsibilities.
 - Include a workload analysis that identifies the acreage, facilities, rights-of-way, medians, parks, drainage-related areas, and other assets to be maintained.
 - Explain how service levels and maintenance frequencies were determined.
- **Equipment and Fleet**
 - Identify all equipment and vehicles required to fully operate the department.
 - Distinguish between existing assets being transferred, new purchases, leased equipment, and any equipment shortages.
- **Staffing Plan**
 - Provide the proposed organizational structure.
 - Identify all authorized positions, vacancies, positions to be transferred from other departments, and any new positions requested.
 - Describe the qualifications, certifications, and specialized skills required to successfully perform the department's responsibilities.
- **Budget and Financial Plan**
 - Provide a detailed breakdown of the identified **\$800,000** budget allocation, including but not limited to:
 - Personnel costs
 - Equipment acquisition and replacement
 - Fleet operations and maintenance

- Maintenance support services
- Operating supplies and materials
- Technology and software
- Training and safety equipment
- Contracted services, if applicable
- Contingency or reserve funding

- **Funding Sources**

- Identify the funding source for each major budget category (e.g., General Fund, Stormwater Utility, SPLOST, grants, or other funding sources).
- Explain the rationale and legal authority for using each funding source.

The objective of this briefing is to provide the Commission with sufficient operational, financial, and organizational information to evaluate the department's readiness, sustainability, and long-term effectiveness before additional implementation decisions are made.

Sincerely,

Lonnie C. Wimberly, RCSM, MBA, M.Ed
Commissioner District 4

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AED.104 1



Administrative Services Committee Meeting

Meeting Date: July 7, 2026

HCD_ 2025 Accounting Engagement Addendum Approval Request

Department: HCD

Presenter: Charles Jackson, HCD Interim Director

Caption: Motion to approve Housing and Community Development's (HCD) addendum to the existing engagement agreement with Cherry Bekaert to provide onsite supplemental services in support of the Fiscal Year 2025 Reconciliation Engagement. *The requested amount is not to exceed \$50,000.*

Background: Augusta Housing and Community Development (HCD) has engaged Cherry Bekaert, a nationally recognized certified public accounting firm, to provide Fiscal Year 2025 reconciliation services, including bank account reconciliations, Schedule of Expenditures of Federal Awards (SEFA) preparation, and general ledger reconciliations (revenue, expense, and balance sheet accounts).

Cherry Bekaert's current engagement requires extensive support from HCD Finance staff, including document retrieval, research, financial analysis, journal entry preparation, and other reconciliation activities. Due to staff turnover, HCD Finance does not currently have the internal capacity to provide the level of support necessary to complete the engagement within the required timeframe.

The current Finance team consists of an Interim Fiscal Officer and administrative support staff who are responsible for managing daily grant fiscal operations, reimbursements, financial reporting, regulatory compliance, and other emerging priorities. In addition, the Interim Fiscal Officer is leading the implementation of new financial processes and internal controls, FY2027 budget development, and the resolution of outstanding financial issues from prior periods. Accordingly, HCD is requesting supplemental onsite support to address the current staffing gap within the Finance Division and ensure the timely completion of the Fiscal Year 2025 reconciliation activities.

Analysis:	Approval of this request will enable HCD Finance to maintain daily operations, continue strengthening the department's fiscal management practices, and leverage Cherry Bekaert's existing knowledge of HCD's financial records to minimize operational, financial, and compliance risks associated with current staffing shortages.
Financial Impact:	This investment will support operational continuity, strengthen financial management, and <i>reduce the risk of audit findings, compliance issues, delayed financial reporting</i> , and delayed grant reimbursements resulting from current staffing shortages.
Alternatives:	Do not approve the requested addendum, requiring HCD Finance to absorb the additional workload with existing staff, increasing the risk of project delays, audit findings, compliance issues, and disruptions to daily operations.
Recommendation:	Motion to approve HCD's addendum to the existing Cherry Bekaert engagement agreement to provide onsite supplemental services that will keep the Fiscal Year 2025 reconciliation engagement on schedule and avoid downstream delays. Based on Cherry Bekaert's familiarity with HCD's financial records and prior work performed, the firm can efficiently retrieve supporting documentation and complete the required reconciliation activities with minimal assistance from HCD Finance staff, allowing the department to maintain uninterrupted daily operations while advancing key financial management initiatives.
Funds are available in the following accounts:	The cost of this engagement will initially be charged to 221-07-3110 / 52-12119 – Miscellaneous Professional Services and subsequently allocated to the CDBG Grant Administration Fund as part of the monthly fiscal close process.

REVIEWED AND
APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission



March 12, 2026

VIA EMAIL:

cmjackson@augustaga.gov

Charles Jackson
510 Fenwick Street
Augusta, Georgia 30901

Dear Mr. Jackson,

This Fourth Addendum to our original Engagement Letter dated August 1, 2022 ("Original Engagement Letter" between Cherry Bekaert Advisory LLC ("Cherry Bekaert", the "Firm", "we", "us") to provide advisory services to the Housing and Community Development Department of Augusta, Georgia (hereafter referred to as the "HCD", "you", "your", or "management") sets forth the nature and scope of the services we will provide in addition to the services set forth in our Original Engagement Letter, the fees we will charge for such additional services, as well as the terms of agreement. Such services will be subject to the same terms and conditions as set forth in our Original Engagement Letter.

SUMMARY OF SERVICES

We will provide technical accounting and GASB consulting services on complex accounting and financial reporting matters related to the 2025 fiscal year. Our services may include assistance with monthly bank reconciliations, and annual SEFA reconciliation, and other accounting advisory services requested by HCD, if any.

PROFESSIONAL FEE ESTIMATES

The services in this arrangement letter are intended to be performed on a time and materials basis. Estimated level of effort and related fees will not exceed an additional \$150,000 without HCD's written approval. We will work closely with you to make this engagement cost effective. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our hourly rates for these consulting services are related in the following table:

Experience Level	Rates
Partner/Principal	\$325
Managing Director/Director	\$295
Senior Manager	\$275
Manager	\$235
Senior Associate	\$195
Associate	\$175

OTHER MATTERS

The terms of this agreement expire December 31, 2026.

This Addendum, together with our Original Engagement Letter sets forth the entire understanding between HCD and Cherry Bekaert regarding the additional services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral.

If the foregoing is in accordance with your understanding, please sign a copy of this Addendum in the space provided and return it to us in paper form or by electronic transmission. The parties agree that this Addendum may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures. The terms, fees, and conditions listed herein will expire 60 days from the date of this Addendum if unsigned, unless Cherry Bekaert, at its sole discretion, expressly agrees to waive the provisions of this paragraph. Please maintain a copy of this Addendum for your files.

We want to express our appreciation for this opportunity to be of service to you. If you have any questions or concerns regarding this Addendum, please do not hesitate to contact us.

Sincerely,

Cherry Bekaert Advisory LLC

Cherry Bekaert Advisory LLC

ACCEPTED BY:

Garnett L. Johnson

Printed Name

Signature

Mayor

Title / Entity

Date

3/31/2026



FY 2025 Advisory Services Quote for additional on-site fieldwork

Augusta-Richmond County Housing and Community Development

Tasks	Hours	Fees
Fiscal Year 2025 Bank Reconciliations		
January 2025 – December 2025 Bank Statement Reconciliation: Research and resolution of unreconciled variances, including identifying records on-site	45	\$9,000
Total – Fiscal Year 2025 Bank Reconciliations	45	\$9,000
Fiscal Year 2025 Accounts Payable Reconciliations		
Accounts Payable: On-site retrieval of source documentation from HCD's records to support testing of selected payable transactions	50	\$10,000
Total – Fiscal Year 2025 Accounts Payable Reconciliations	50	\$10,000
Fiscal Year 2025 Schedule of Federal Awards (SEFA) Reconciliations		
SEFA Reconciliation (CDBG, ESG, HOME, HOPWA, LEAD, NSP, ERAP, SHP, CoC): Research and resolution of unreconciled variances, including identifying records on-site	130	\$26,000
Total - Fiscal Year 2025 Schedule of Federal Awards (SEFA) Reconciliations	130	\$26,000
Travel Expenses		
Travel Expenses for additional week of on-site fieldwork in Augusta, GA		\$5,000
Total – Travel Expenses		\$5,000
TOTAL ADDITIONAL ADVISORY FEES	225	\$50,000

Lena Bonner

From: Charles Jackson
Sent: Monday, July 27, 2026 1:44 PM
To: Charles Jackson; Lena Bonner
Cc: Tameka Allen; Sonya Johnson; Mattie Sue Stevens; LaSandra Corley
Subject: HCD Agenda Item - Accounting Engagement Addendum Approval Request
Attachments: Cover2 - clean.pdf; Reference Only - Addendum Engagement Letter.pdf; HCD FY 25 Additional Assistance Quote - clean.pdf

Importance: High

Good Day Ms. Bonner -

As discussed, please find enclosed the documents needed for the agenda item. As you can see from the picture below, an assigned date was not entered on the agenda item. However the item was completed by the appropriate deadlines.

I am requesting that the item be added tomorrow, as it is critical to begin this work. This will expedite the process of allowing the city to complete the FY25 Audit. Thank you for taking my call.

HCD_ 2025 Accounting Engagement Addendum Approval Request

Task name

Cordially,
Charles

Charles M. Jackson, MPA
 Deputy Administrator
 Augusta-Richmond County
 535 Telfair Street, Suite 910
 (706) 821-2504 Office
 (706) 829-7472 Mobile
 cmjackson@augustaga.gov

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AED-104.1



Commission Meeting

August 4, 2026

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A