



Engineering Services Committee Committee Room- 9/25/2006- 1:30 PM
Meeting

ENGINEERING SERVICES

1. Report from the Administrator/Attorney regarding ☐ [Attachments](#)
Diamond Lakes Way. (Referred from September 11
Engineering Services)
2. Motion to approve the donation for Right-of-Ways from ☐ [Attachments](#)
Augusta, Georgia as owner, to Georgia Department of
Transportation in connection with the St. Sebastian Way
Project.
3. Receive report from the Engineering Department regarding ☐ [Attachments](#)
drainage concerns of Ethel Jones. (Deferred from
September 11 Engineering Services)
4. Report from the Engineering and Public Services ☐ [Attachments](#)
Departments regarding the drainage issues at the Greater
St. John Baptist Church on Ellis Street. (Referred from
September 11 Engineering Services)
5. Discuss an RFP for new elevators for the Municipal ☐ [Attachments](#)
Building. (Requested by Commissioner Bowles)
6. Motion to approve and accept a Lease from Thompson ☐ [Attachments](#)
Farms.

www.augustaga.gov



**Engineering Services Committee Meeting
9/25/2006 1:30 PM
Diamond Lakes Way**

Department: Clerk of Commission

Caption: Report from the Administrator/Attorney regarding Diamond Lakes Way. (Referred from September 11 Engineering Services)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

Clerk of Commission



**Engineering Services Committee Meeting
9/25/2006 1:30 PM
Donation of Right-of-Ways**

Department: County Attorney - Stephen E. Shepard, Attorney

Caption: Motion to approve the donation for Right-of-Ways from Augusta, Georgia as owner, to Georgia Department of Transportation in connection with the St. Sebastian Way Project.

Background: In connection with construction of the St. Sebastian Way project, portions of properties belonging to Augusta, Georgia are necessary for the right-of-ways and roadway. Upon completion of the St. Sebastian Way project, the roadway and adjoining right-of-ways will be conveyed back to Augusta, Georgia.

Analysis: The donation of the referenced properties is necessary for the project.

Financial Impact: The costs necessary for this donation will be covered under the project budget.

Alternatives: Deny the motion to approve the donation of the referenced properties.

Recommendation: Approve the motion to donate the referenced properties.

Funds are Available in the Following Accounts: Will be reimbursed by Georgia DOT

REVIEWED AND APPROVED BY:

Administrator.
Clerk of Commission



**Engineering Services Committee Meeting
9/25/2006 1:30 PM
Ethel Jones or J. Moore**

Department: Clerk of Commission

Caption: Receive report from the Engineering Department regarding drainage concerns of Ethel Jones. (Deferred from September 11 Engineering Services)

Background:

Analysis:

Financial Impact:

Alternatives:

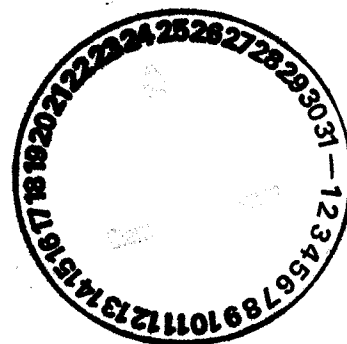
Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

Clerk of Commission

AGENDA ITEM REQUEST FORM



Commission/Committee: (Please check one)

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

Contact Information for Individual/Presenter Making the Request:

Name: Ethel Jones or J. Moore
Address: 3031 Hummingbird Lane - Augusta, GA 30906
Telephone Number: 706-793-8605
Fax Number: _____
E-Mail Address: JonesEmaeja@aol.com

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

1. ditch that runs behind homes on Eagle Drive needs cleaning more often. It is a haven for rats, snakes, + mosquitoes - Could a pipe be put there 2. Dumpster (full) has been on lot for over a year. Wood is still there from cut trees. 3. what is ruling on one man walking four adult pit bulls - man does not live in immediate neighborhood. 4. An abundance of large water bugs (roaches) that is probably a result of debris related to #2 5. Ruling on large dogs burial on property 6. cutting of ragweeds 7. house on Shelby Court

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

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

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



**Engineering Services Committee Meeting
9/25/2006 1:30 PM
Greater St. John Baptist Church**

Department: Clerk of Commission

Caption: Report from the Engineering and Public Services Departments regarding the drainage issues at the Greater St. John Baptist Church on Ellis Street. (Referred from September 11 Engineering Services)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

Clerk of Commission



**Engineering Services Committee Meeting
9/25/2006 1:30 PM
Municipal Building Elevators**

Department: Clerk of Commission

Caption: Discuss an RFP for new elevators for the Municipal Building. (Requested by Commissioner Bowles)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

Clerk of Commission



**Engineering Services Committee Meeting
9/25/2006 1:30 PM
Thompson Farms Lease Agreement**

Department: Augusta Utilities Department, Max Hicks Director

Caption: Motion to approve and accept a Lease from Thompson Farms.

Background: Over the last 13 years, Thompson Farms has leased the remainder portion of the property where AUD built is cells for Plant Messerly.

Analysis: The lease is expiring and Thompson Farms is requesting a renewal on this 29 acre tract. Thompson Farms uses this property for farming. This property is unbuildable, therefore this is an appropriate use.

Financial Impact: Rental income of \$250.00 per year.

Alternatives:

Recommendation: Approve and accept the lease agreement with Thompson Farms.

Funds are Available in the Following Accounts: No funds needed.

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Disadvantaged Business Enterprise.**

Administrator.
Clerk of Commission

STATE OF GEORGIA
COUNTY OF RICHMOND

LEASE AGREEMENT

This Lease Agreement made and entered into on this the 13 day of SEPT, 2006, by and between Augusta, Georgia, and the Augusta Utilities Department, hereinafter referred to as "Landlord" and Charles A. Thompson, of the State of Georgia, County of Richmond, hereinafter referred to as "Tenant",

WITNESSETH:

The Landlord, for and in consideration of the premises and of the rents agreed to be paid by Tenant as hereinafter set forth and in further consideration of the stipulations, provisions, covenants, agreements, terms and conditions herein stated unto Tenant for a term of seven (7) years commencing on the 1st day of January , 2006, and ending at 12:00 midnight on the 31st day of December, 2012, those certain premises, hereinafter referred to as "Leased Premises", being situated in Augusta, Georgia, and being a portion of what is commonly referred to as "Big Farm", said Leased Premises containing 29 acres, more or less, of cultivatable farm land, together with the right of ingress and egress thereto, and being the shaded parcel shown upon a plan of the Big Farm property prepared by ZEL Engineers, Inc., as "Tract B", a copy of which is attached hereto as "Exhibit A" and by reference incorporated herein for a more particular description of the Leased Premises.

Tenant does hereby this day rent, take and hire from Landlord, upon the said stipulations, provisions, covenants, agreements, terms and conditions herein stated for the above-described term, those certain leased premises, more fully described above, together with the rights of ingress and egress granted above.

1.

The tract of land known as "Big Farm" contains 926 acres, which includes the 29 acres. The landlord reserves the right to utilize the remainder of the Big Farm not covered by this Lease (i.e., all

portions other than "Tract B" as shown on the attached plat) for any purpose. The Landlord also reserves the right of ingress and egress across the leased premises, using such diligence and care so as keep any damage to crops at a minimum.

2.

Each party shall have the right to terminate this Lease at any time during the initial term or any renewal term for any reason upon 60 days advance written notice to the other party. In the event either party cancels this lease for any reason, Landlord shall not be liable for damage to crop(s), or for the loss of any crop as a result of the termination of this lease upon such notice, or for fertilizer and/or chemical costs.

3.

Should Tenant wish to extend this lease beyond its seven (7) year term, Tenant shall contact the Augusta Utilities Department, at least sixty (60) days prior to the termination of the Lease, for permission and to negotiate terms.

4.

Tenant shall use the leased premises for the cultivation of row crops in accordance with good land management practices and for any other lawful purpose, and no alteration, severance of timber, improvements, erections or additions thereto shall be made unless written consent of the Landlord is first obtained. No other right, title or interest in said leased premises is acquired by Tenant except as specifically stated above. The leased premises shall not be used for any illegal purpose; or in any manner to create any nuisance or trespass; or in any manner so as to invalidate the insurance or increase the rate of insurance on the leased premises.

5.

The Landlord and the Tenant hereby acknowledge that time is of the essence of this Lease Agreement.

6.

The rate to Tenant for this lease agreement is ten dollars (\$10.00) per cultivatable acre per year. Tenant states and agrees that there are twenty-five (25) cultivatable acres within the twenty-nine (29) acre tract. This calculates to two hundred and fifty dollars (\$250.00) per year. Because Tenant was unable to plant a crop in the year 2006, Landlord does agree to forego the first year's rent, from January 1, 2006 until 12:00 Midnight December 31, 2006. All following six years rent will be due and payable as stated within this agreement.

7.

As additional rent, during the term of this agreement, Tenant agrees to maintain that portion of the access road, to the herein stated 29 acre tract, which is located between the Beaver Dam Ditch and the City of Augusta Levee, which is utilized to access the leased premises. Such maintenance includes, but is not limited to, scraping as needed, filling of pot holes with sand or crusher run stone, and mowing the sides of the road at least twice yearly. In addition, during the term this agreement, Tenant does also agree to maintain and perform general repair to the top of the Beaver Dam Ditch Bridge that is located on the access road that Tenant uses to access the leased property. This agreement by Tenant to perform maintenance and repair on the road and bridge stated in this paragraph, however, does not in any way reflect, or acknowledge, that it is, or ever has been, the duty or responsibility of the Augusta Utilities Department to provide and perform such maintenance and repair.

8.

All payments, notices, statements, demands, requests, consents, approvals, or authorizations given by either party to the other shall be in writing and sent by United States Mail postage prepaid and addressed as follows:

To Landlord, the same shall be sent to:

Augusta Utilities Department
ATTN: Sandra K. Tyler
360 Bay Street, Suite 180
Augusta, Georgia 30901

To Tenant, the same shall be sent to:

Charles A. Thompson
Thompson Farms
3418 Heather Drive
Augusta, Georgia 30909

However, the parties may from time to time designate in writing an alternate address.

9.

The use of the words "Landlord", "Tenant", or "party" shall be construed to include the singular or plural, male or female, corporation, partnership, association, or individual and the necessary grammatical changes required to make the provisions hereto apply shall in all cases be assumed as though in each case fully expressed.

10.

Should Tenant at any time be in default in the payment of rent and fail to remedy such default within seven (7) days after notice thereof from Landlord; or should Tenant at anytime be in default in the performance of any of the stipulation, covenants, terms, conditions, agreements, or provisions of this Lease Agreement and fail to remedy such default within ten (10) days after notice thereof from Landlord; or if Tenant is adjudicated as bankrupt; or if a permanent receiver is appointed for Tenant's property, including Tenant's interest in the leased premises, and such receiver is not removed within thirty (30) days after notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit or creditors; or if the leased premises or Tenant's effects or interest therein should be levied upon or attached under process against Tenant, and not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, if any of the above said events, Landlord at its option, may at once, or within three (3) months thereafter (but only during continuance of such default or condition) terminate this Lease Agreement by notice to Tenant without normal demand being necessary, whereupon this Lease Agreement shall end. None of the

foregoing time periods shall be deemed to extend the term of the Lease Agreement. After an authorized assignment or subletting, the occurring of any of the foregoing events shall affect this Lease Agreement also if caused by or happening to the assignee of subtenants. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom, and Landlord may forthwith reenter the premises and repossess itself thereof and remove all persons and effects therefrom using such force as may be necessary and without being guilty of trespass, forcible entry, detainer, or other tort.

11.

At the expiration or termination of the Lease Agreement, unless the lease has been renegotiated, Tenant shall not use or remain in possession of the leased premises and shall surrender the leased premises to Landlord in good condition, natural wear and tear only excepted. Any holding over or continued use and/or occupancy of the lease premises by Tenant after the expiration or termination of this Lease Agreement without the written consent of the Landlord shall create a tenancy at sufferance. In the event Tenant shall become Tenant at sufferance, Tenant shall remain subject to and bound by all the stipulations, provision, covenants, agreements, terms and conditions of the Lease Agreement. In any such holdover period, Tenant shall pay \$25.00 per acre per year, prorated for the term for which he holds over. Any other provisions of this Lease Agreement notwithstanding, there shall be no renewal whatsoever of the Lease Agreement by operation of law.

12.

Tenant shall permit Landlord, its agents or employees, to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the premises to determine if Tenant is complying with all his obligations hereunder.

13.

With the prior written consent of Landlord first having been had and obtained, Tenant may make, at his own cost and expense, such other improvements, erections, additions and alterations as are necessary to adapt the premises for Tenant's use. All temporary improvements, erections and

additions installed in or placed upon the leased premises by Tenant shall continue and remains the property of Tenant, and may be removed by Tenant, in whole or in part, at any time before the expiration or termination of this Lease Agreement. If Tenant removes any or all of the temporary improvements, erections and additions he has installed in or placed upon the leased premises, Tenant agrees to repair any and all damage directly resulting to the leased premises from such removal.

14.

Tenant shall and will use and occupy the leased premises, and shall not vacate or abandon the leased premises at any time during the term of the Lease Agreement. If Tenant does abandon, vacate or surrender the leased premises, or is dispossessed by process of law, or otherwise, any personal property or trade fixtures belonging to Tenant and left on the leased premises shall be deemed to be abandoned, and at the option of the Landlord, and shall become the property of Landlord.

15

Tenant shall not commit, or suffer to be committed, any waste upon the leased premises nor shall Tenant create or permit any nuisance or illegal acts upon the leased premises. No toxic, harmful, potentially harmful, environmentally damaging chemicals, or other contaminants, shall be used on the property. Tenant shall maintain gates across all roads providing access to the leased premises and keep the same locked at all times (except when being entered by Tenant or his sub-tenants or employees in connection with the farming operation or by Landlord, its contractors, subcontractors, and authorized agents as provided in paragraph 2 hereof) so as to prevent any trespass or unlawful entry upon the leased premises.

16.

Tenant acknowledges that he has fully inspected the leased premises and that the leased premises are in satisfactory condition for the use intended. Tenant further acknowledges that no representation or warranty as to the condition of the leased premises has been made to him by Landlord, its agents or employees, or by any other person. Landlord makes no warranty whatsoever as to the present condition of the lease premises. Except as required by Article 11, all repairs

necessary to make the leased premises safe or suitable for use by Tenant shall be made by Tenant at Tenant's own expense.

17.

Tenant shall not assign this Lease Agreement or any interest therein, and shall not sublet the leased premises or any part thereof to any part thereof to any party or parties other than Danuial Dixon without the written consent of Landlord first having been obtained. The Landlord agrees to not unreasonably withhold such consent; however, no such assignment or sub-lease shall relieve Tenant of his obligations to Landlord hereunder. Tenant's assignee or sub-tenant shall not use the leased premises for any other purpose than that stated hereinabove. The Landlord hereby retains the right to assign this lease agreement.

18.

Tenant hereby agrees to pay in full, as they shall become due, all utility bills, water bills, and license fees, if any resulting from the use of the subject property by the Tenant. If Tenant does not, after reasonable notice having been given, pay any of the above-stated items, Landlord may pay the same and such payments shall be added to the month's rent next thereafter to become due, and shall become a part of said rent.

19.

In the event all or any portion of the leased premises shall be condemned by public authority other than Landlord under the power of eminent domain or if settlement for such taking or damaging shall be made by the parties herein in order to avoid such condemnation, Tenant's obligation to continue the payment of the prescribed rental shall not cease; however, both Landlord and Tenant shall have the right and duty independently to seek, recover, or settle their own claims against such condemning public authority for damages caused to each party by any such condemnation.

20.

All rights, powers and privileges conferred in this Lease Agreement upon the parties hereto shall be

cumulative of and in addition to those given by law.

21.

Tenant agrees that all personal property placed by Tenant upon the leased premises shall be at the risk of Tenant only and that Landlord shall not be liable for any damage thereto or theft thereof.

22.

Should any provision or portion of any provision of this Lease Agreement be held invalid, the remainder of this Lease Agreement or the remainder of such provisions shall not be affected thereby.

23.

The waiver by Landlord, or by Tenant, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, term, covenant, agreement or condition herein contained.

24.

At all times, Tenant shall conform to, obey and comply with all present and future laws and ordinances, and all lawful requirements, rules and regulations of all legally constituted authorities, existing at the commencement of this Lease Agreement or which may hereafter exist which in any way affects the use of the leased premises, or any repair, improvements, renovation, or construction being done on or to the leased premises.

25.

It is mutually covenanted, understood, and agreed by and between the parties hereto, that as between the parties hereto and their rights accruing hereunder, this Lease Agreement shall be governed, construed, performed and enforced in accordance with the laws of the State

of Georgia.

26.

Tenant hereby acknowledges that in executing this Lease Agreement he is not relying on any representation, inducement, or warranty expressed or implied, of Landlord, other than those contained herein.

27.

Each of the stipulations, provisions, covenants, agreements, terms and conditions contained in this Lease Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the parties hereto, but also to each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the respective parties hereto. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of kin, successors and assigned of said party, the same as if in each case expressed.

28.

This Lease Agreement constitutes the full, complete and entire agreement between and among the parties hereto; no agent, officer or representative of Landlord has authority to modify the same without written approval of Landlord.

29.

Tenant agrees hereby to indemnify, save and hold the Landlord harmless from and against any and all claims or legal actions arising out of, or in any way connected with, the use by Tenant or any of his subtenants, licensees or invitees of the herein leased premises. Tenant agrees to indemnify and hold Landlord harmless from any and all harm that may arise from, or be caused by, his tenancy of the property. Tenant specifically agrees to obtain and maintain general liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000) per accident, which insurance shall cover any such accidents or incidents which

may occur on the leased premises and Tenant further agrees to have the Landlord names as an additional insured with regard to any and all policies of insurance so obtained.

In Witness Whereof, both Landlord and Tenant have hereunto executed, signed, and delivered this Lease Agreement on the day and year above written as the date of these presents.

Signed, Sealed and Delivered on the ____ day of _____, 2006, in Augusta, Georgia, in the presence of:

LANDLORD:
AUGUSTA, GEORGIA

By: _____
Deke S. Copenhaver, Mayor

ATTEST: _____
Lena J. Bonner
Clerk of Commission

Notary Public, Richmond County, Georgia
My commission expires: _____

TENANT:

Charles A. Thompson
Charles A. Thompson for Thompson Farms

April R. Myers
Witness

R. Merrill Wilkie, Jr.
Notary Public, Richmond County, Georgia
My commission expires: 11/3/08

