



Engineering Services Committee
Meeting

Commission Chamber- 11/28/2011- 1:00 PM

ENGINEERING SERVICES

1. Motion to approve the donation of TPN 183-0-111-00-0 (aka 1768 Tamarind Way) containing 10.80 acres to the City of Augusta for its Greenspace Program and TPN 183-1-083-00-0 (aka 2002 Pondcypress Court) containing 0.20 acres to the City of Augusta to be combined with TPN 183-0-075-00-0, which is currently a detention pond owned by the City of Augusta. The property being donated is currently in the ownership of Jutco, Inc. ☐ [Attachments](#)
2. Award change order to construction contract with L-J, Inc. in the amount of \$20,849.42 regarding the installation of new sanitary sewer and storm water mains in the 1200 Block of Broad Street. ☐ [Attachments](#)
3. Approve and authorize the Engineering Department to 1) Accept and receive federal financial assistance through Section 319 FY11 Water Quality grant program; 2) Submit similar future grant application when it becomes available, and 3) Partner with Southeastern National Science Academy (Phinizy Swamp Nature Park) for Public Outreach and Watershed Restoration Activities. Also, grant authorization permitting Augusta, GA's Mayor the right to sign of all documentation. ☐ [Attachments](#)
4. Approve Change Number Two and Supplemental Agreement Two (CPB #325-041120-209825201) in the amount of \$38,038.00 for the Marks Church Road Reconstruction project to W. R .Toole Engineers, Inc. Funding is available in the project account for the Engineering Department. ☐ [Attachments](#)
5. Approve mowing and maintenance agreement, encroachment permit, and indemnity form between Augusta, Georgia and Georgia DOT for fencing off an area under the Calhoun Expressway overpass adjacent to the canal between 15th and 13th Street. ☐ [Attachments](#)

6. Consider a request by the members of the Augusta Fire Dept. for a Public Hearing to discuss the placement of a 30” tall bronze casting of fire gear on a 24” wide x 16” wide x 36” tall black granite on a 36” x 36” deep greystone blue base to honor all past, present and future members of the Augusta Fire Dept. which if approved will be placed at the Hero's Overlook on the River Walk. ☐ [Attachments](#)
7. Consider a request from Rev. Larry Fryer regarding the naming of the bridge at 5th and 7th as The Children Memorial Bridge. (Referred from November 7 Engineering Services Committee) ☐ [Attachments](#)
8. Adoption of the revised Draft Hazard Mitigation Plan for Augusta, GA. ☐ [Attachments](#)
9. Approve the deed of dedication, maintenance agreement, and road resolutions submitted by the Engineering Department for Willhaven, Phase II, Section II. ☐ [Attachments](#)

www.augustaga.gov



**Engineering Services Committee Meeting
11/28/2011 1:00 PM**

Acceptance of donated property for the City's Greenspace Program and for detention pond purposes

Department: Clerk of Commission

Caption: Motion to approve the donation of TPN 183-0-111-00-0 (aka 1768 Tamarind Way) containing 10.80 acres to the City of Augusta for its Greenspace Program and TPN 183-1-083-00-0 (aka 2002 Pondcypress Court) containing 0.20 acres to the City of Augusta to be combined with TPN 183-0-075-00-0, which is currently a detention pond owned by the City of Augusta. The property being donated is currently in the ownership of Jutco, Inc.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

DATE: November 17, 2011

TO: Augusta Commission

THROUGH:

COMMITTEE: Engineering Services

FROM: George Patty, Executive Director 
Augusta-Richmond County Planning Commission

SUBJECT: **Acceptance of donated property for the City's Greenspace Program and for detention pond purposes**

CAPTION: Motion to approve the donation of TPN 183-0-111-00-0 (aka 1768 Tamarind Way) containing 10.80 acres to the City of Augusta for its Greenspace Program and TPN 183-1-083-00-0 (aka 2002 Pondcypress Court) containing 0.20 acres to the City of Augusta to be combined with TPN 183-0-075-00-0, which is currently a detention pond owned by the City of Augusta. The property being donated is currently in the ownership of Jutco, Inc.

BACKGROUND: The property owner, Steve Smithson, dba Jutco, Inc., worked with the Planning Commission during the development phase of Crosscreek Estates Subdivision to protect and preserve the vast majority of floodplain, floodway and wetlands found within the boundaries of the subdivision. Mr Smithson is now desirous of donating TPN 183-0-111-00-0 (aka 1768 Tamarind Way) containing 10.80 acres to the City of Augusta for its Greenspace Program and TPN 183-1-083-00-0 (aka 2002 Pondcypress Court) containing 0.20 acres to the City of Augusta to be combined with TPN 183-0-075-00-0, which is currently a detention pond owned by the City of Augusta.

ANALYSIS: Acceptance of this property donation will protect approximately 10.6 acres of floodplain and floodway and 9.0 acres of wetlands located with TPN 183-0-111-00-0 in perpetuity. Acceptance of TPN 183-1-083-00-0 will protect approximately 0.1 acre of wetlands in perpetuity.

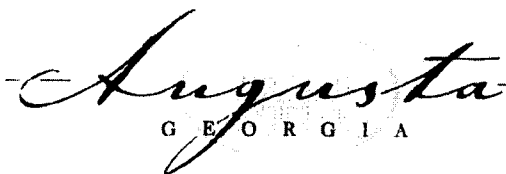
FINANCIAL IMPACT: The only financial impact to the City of Augusta would be the waiver of the property taxes for 2010 and 2011, in the amount of \$1276.09, since the process of receiving the donation from the Developer took several months to complete. The Central Savannah River Land Trust has agreed to hold a conservation easement over TPN 183-0-111-00-0 if the property is accepted as a donation to the City of Augusta.

ALTERNATIVES: Deny the Motion. If the motion is denied, this sensitive area (floodplain, floodway and wetlands) could potentially be developed and therefore, the riparian benefits of this property could potentially be lost.

RECOMMENDATION: Approve the motion and add TPN 183-0-111-00-0 to the City's Greenspace Program Inventory and combine TPN 183-1-083-00-0 with 183-0-075-00-0 for detention pond purposes.

**FUNDS AVAILABLE IN THE
FOLLOWING ACCOUNTS:** N/A

REQUESTED AGENDA DATE: Engineering Services: November 28, 2011
Augusta Commission: December 3, 2011



AUGUSTA LAW DEPARTMENT

DAVID S. COPENHAVER
Mayor

JOE BOWLES
Mayor Pro Tem

ANDREW G. MACKENZIE
GENERAL COUNSEL
Augusta Law Department

WAYNE BROWN
Senior Staff Attorney

KENNETH S. BRAY
JODY M. SMITHERMAN
KAYLA E. COOPER
Staff Attorneys

Matt Aitken
Corey Johnson
Joe Bowles
Alvin Mason
Bill Lockett
Joe Jackson
Jerry Brigham
Wayne Guilfoyle
J. R. Hatney
Grady Smith

FREDERICK L. RUSSELL
Administrator

November 14, 2011

George Patty, Director
Planning & Zoning Department
525 Telfair Street
Augusta, GA 30901

Re: Warranty Deed 2002 Pondcypress Court Augusta, GA 30906

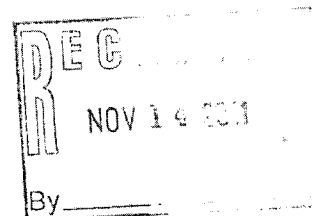
Dear Mr. Patty:

Please find enclosed copies of the warranty deeds for the above referenced property. Per Wayne Brown's discussion with you, he has approved this item for the Planning Department to place on the agenda. Mr. Brown further states that you should ask that the property tax owing be abated.

Should you have any questions, please contact Mr. Brown at (706)842-5550.

Sincerely,

Dereena Harris
Administrative Assistant to Wayne Brown



DH
Enclosures

cc: Terri Turner, Assistant Zoning & Development Administrator
w/o Enclosures

Augusta Law Department
501 Greene Street, Suite 302, Augusta, Georgia 30901
(706) 842-5550 - Fax (706) 842-5556

Item # 1

TITLE NOT EXAMINED NOR CERTIFIED**For official use by Clerk's office only**

Record and Return to:
 David L. Huguenin, P.C.
 4024 Washington Road
 Martinez, GA 30907
 File #: TONYA

STATE OF GEORGIA	)	<u>WARRANTY DEED</u>
	)	
COUNTY OF COLUMBIA	)	(Individual Seller)

THIS INDENTURE, made this 27 day of **June, 2011**, by and between **John B. Hardy, Jr.**, *collectively and individually*, as party of the First Part, hereinafter referred to as "Grantor" and **Augusta, GA**, as party of the Second Part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: that said Grantor, for and in consideration of the sum of **Ten Dollars (\$10.00)** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell, convey and confirm unto the said Grantee, **its** successors and assigns, the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE
 A PART HEREOF FOR LEGAL DESCRIPTION**

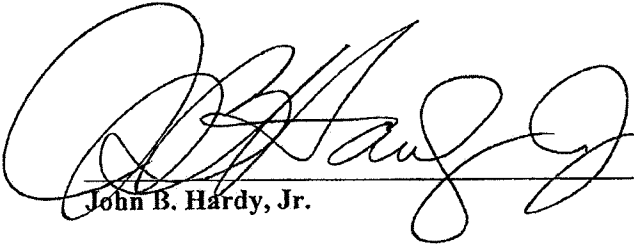
Property Tax Id Number: 183-1-083-00-0 and 183-0-111-00-0

TO HAVE AND TO HOLD the said property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in any wise appertaining, unto the Grantee, **its** successors and assigns, forever, in **FEE SIMPLE**.

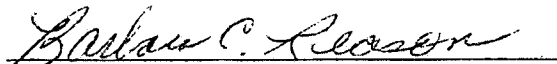
Page 2- Warranty Deed

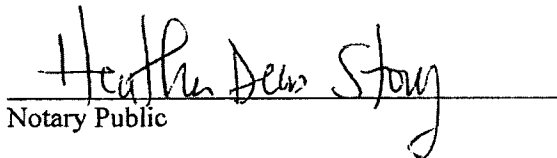
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed, under seal, the day and year first above written.


John B. Hardy, Jr. (Seal)

Signed, sealed and delivered in the presence of:


Witness


Notary Public

My Commission Expires:

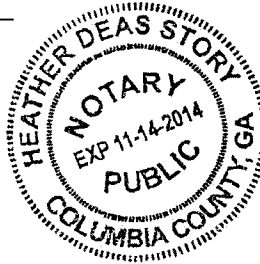


EXHIBIT "A"

ALL that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, in the County of **Richmond**, containing approximately **10.80 acres, more or less**. Said property is bounded now or formerly as follows: On the North by lands of Arthur Lee Poe, on the East by Cross Creek Estates Subdivision, on the South by lands of Uriah J. Morris and on the West by a creek bed.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements and restrictions of record in the aforesaid Clerk's Office.

Tax map & parcel number: **183-0-111-00-0**

AND

ALL that lot or parcel of land with improvements thereon, situate, lying and being in the 86th G.M.D., State of Georgia, County of **Richmond**, being shown and designated as **Greenspace, containing 0.20 acres, Crosscreek Estates Subdivision**, on a plat recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in **Plat Cabint C, Slide 173, Plat B**; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements and restrictions of record in the aforesaid Clerk's Office.

Tax map & parcel number: **183-1-083-00-0**

Said property being commonly known as **2002 Pondcypress Court, Augusta, Georgia 30906**

TITLE NOT EXAMINED NOR CERTIFIED

For official use by Clerk's office only

Record and Return to:
David L. Huguenin, P.C.
4024 Washington Road
Martinez, GA 30907
File: David

STATE OF GEORGIA	)	<u>WARRANTY DEED</u>
	)	
COUNTY OF COLUMBIA	)	(Corporate Seller)

THIS INDENTURE, made this 24 day of **June, 2011**, by and between **Jutco, Inc.**, organized and existing under the laws of Georgia, as party of the First Part, hereinafter referred to as "Grantor" and **Augusta, GA**, as party of the Second Part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: that said Grantor, for and in consideration of the sum of **Ten Dollars (\$10.00)** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell, convey and confirm unto the said Grantee, its successors and assigns, the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF FOR LEGAL DESCRIPTION**

Property Tax Id Number: 183-1-083-00-0 and 183-0-111-00-0

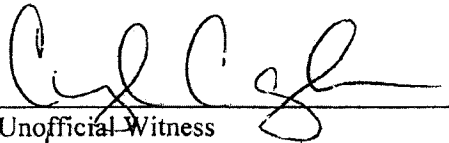
TO HAVE AND TO HOLD the said property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in any wise appertaining, unto the Grantee, its successors and assigns, forever, in **FEE SIMPLE**.

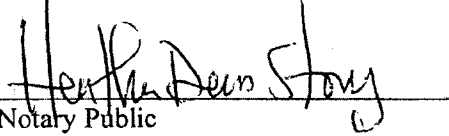
Page 2- Warranty Deed

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed, under seal, the day and year first above written.

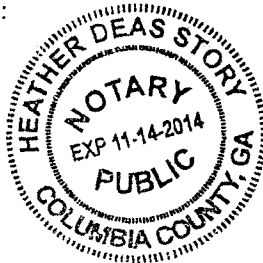
Signed, sealed and delivered
in the presence of


Unofficial Witness


Notary Public

My commission expires:

(Notary Seal)



Jutco, Inc.

By:  (Seal)
Jacqueline M. Smithson

As its: CEO

By:  (Seal)
Steven G. Smithson

As its: CFO

EXHIBIT "A"

ALL that lot or parcel of land with improvements thereon,, situate, lying and being in the State of Georgia, in the County of Richmond, containing approximately 10.80 acres, more or less. Said property is bounded now or formerly as follows: On the North by lands of Arthur Lee Poe, on the East by Cross Creek Estates Subdivision, on the South by lands of Uriah J. Morris and on the West by a creek bed.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements and restrictions of record in the aforesaid Clerk's Office.

Tax map & parcel number: 183-0-111-00-0

AND

ALL that lot or parcel of land with improvements thereon, situate, lying and being in the 86th C.M.D., State of Georgia, County of Richmond, being shown and designated as Greenspace, containing 0.20 acres, Crosscreek Estates Subdivision, on a plat recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Cabint C, Slide 173, Plat B; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements and restrictions of record in the aforesaid Clerk's Office.

Tax map & parcel number: 183-1-083-00-0

Said property being commonly known as 2002 Pondcypress Court, Augusta, Georgia 30906



Engineering Services Committee Meeting

11/28/2011 1:00 PM

Construction services associated with 1200 Block of Broad Street Sewer Separation Project.

Department:	Utilities
Caption:	Award change order to construction contract with L-J, Inc. in the amount of \$20,849.42 regarding the installation of new sanitary sewer and storm water mains in the 1200 Block of Broad Street.
Background:	The Augusta Utilities Department and Augusta Engineering Department jointly managed the 1200 Block of broad Street Separation Project. The project included installing a new sanitary sewer main and a new storm sewer main in the 1200 Block of Broad Street.
Analysis:	Approving this change order to the contract will allow for fair compensation of the contractor for unforeseen field conditions as well as additional paving that was needed. The installation of the new storm line was in an area where the existing roadway was built over concrete that was installed almost the entire length of the project. The removal of the concrete was not expected and therefore required additional cost. Additional asphalt was authorized in order to make the transition point in the roadway between new asphalt and existing asphalt in a better place than was originally designated.
Financial Impact:	Funds for this work are available in account number 507043420-5425210 / 81000025-55425210 (\$8,622.00) and 323-041110-296823333 (\$12,227.42)
Alternatives:	No alternatives are recommended
Recommendation:	We recommend the Commission award change order to L-J, Inc. in the amount of \$20,849.42.
Funds are Available in the Following Accounts:	507043420-5425210 / 81000025-55425210 (\$8,622.00) and 323-041110-296823333 (\$12,227.42)

Cover Memo

Item # 2

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission



Engineering Services Committee Meeting

11/28/2011 1:00 PM

GAEPD 319(h) FY11 Federal Grant Acceptance Surface Water Quality Assessment and Public Outreach Funding

Department: Abie L. Ladson, PE, CPESC, Director

Caption: Approve and authorize the Engineering Department to 1) Accept and receive federal financial assistance through Section 319 FY11 Water Quality grant program; 2) Submit similar future grant application when it becomes available, and 3) Partner with Southeastern National Science Academy (Phinizy Swamp Nature Park) for Public Outreach and Watershed Restoration Activities. Also, grant authorization permitting Augusta, GA's Mayor the right to sign of all documentation.

Background: The Clean Water Act Section 319(h) Water Quality grant funds support activities to identify and implement projects for reduction of prioritized risks and concerns in the community such as source assessment and control of pollutant of interest load within state listed impaired water bodies. During 2010, Augusta Engineering Department (AED) submitted two (2) separate applications to seek federal funds for various activities associated with the surface water quality improvement program. Targeted activities include public outreach, source assessment, and best management practices. The other key team member is Southeastern Natural Science Academy (SNSA). SNSA maintains a strong involvement in Public Outreach and Regional Water Quality assessment programs and is a good technical local resource. As a team, SNSA and AED staff will work together and establish a comprehensive cost effective water quality assessment and outreach program. This program will allow AED to optimize its MS4 NPDES Stormwater Management Program.

Analysis: With increasing regulatory demand for point source pollutants load reduction in receiving water bodies, the management of stormwater quantity and quality through regulatory permitting is taking a focal point. Four Augusta creeks are listed as impaired water bodies and do not support their designated use. The pollutant of concern is fecal coliform (FC). Under the stormwater management permitting program, EPA/GAEPD is requiring localities to develop and implement programs to reduce FC load in impaired watersheds. AED will utilize the grant funds to support

Cover Memo
Item # 3

this program. AED will meet fund matching need primarily by offering in-kind services such as staff time. AED will also utilize its Operational Environmental and Engineering funds to satisfy the remaining matching fund requirement and to support expanded surface water quality monitoring activities. Expanded water quality data gathering efforts are warranted for identifying problematic areas prior to implementation of best management practices as required under MS4 NPDES permit.

Financial Impact: By accepting this grant, AED will receive \$86,350.00 in federal funds. AED will provide \$51,515 matching non-federal funds in-kind and \$6,540 from its environmental (stormwater) operational funds. AED will also utilize approximately \$24,000 from its environmental (stormwater) and engineering operational funds to support expanded water quality assessment activities.

Alternatives: 1) Approve and authorize the Engineering Department to 1) Accept and receive federal financial assistance through Section 319 FY11 Water Quality grant program; 2) Submit similar future grant application when it becomes available, and 3) Partner with Southeastern National Science Academy (Phinizy Swamp Nature Park) for Public Outreach and Watershed Restoration Activities. Also, grant authorization permitting Augusta, GA's Mayor the right to sign of all documentation. 2) Do not approve and identify alternate funding source to complete needed activities.

Recommendation: Approve Alternative Number One

Funds are Available in the Following Accounts: \$51,515 in kinds; \$22,540 in 101041110-5213118; \$8,000 in 101041110-5212115

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
11/28/2011 1:00 PM
Marks Church Road Reconstruction Project - CO#2/SA#2**

Department: Abie L. Ladson, PE, CPESC, Director

Caption: Approve Change Number Two and Supplemental Agreement Two (CPB #325-041120-209825201) in the amount of \$38,038.00 for the Marks Church Road Reconstruction project to W. R .Toole Engineers, Inc. Funding is available in the project account for the Engineering Department.

Background: The Marks Church Road Reconstruction Project was approved by Commission on 03/04/09; and is funded in SPLOST V. Marks Church Road is currently a two-lane road with side ditches. Design efforts are underway to upgrade the existing roadway, curb and gutter, an enclosed storm drainage system, sidewalks, and the Marks Church Road Bridge. Supplemental services are needed to extend project limits for tie-in to recently improved section of this road. This section was improved as part of GDOT Bobby Jones Intersection Improvement contract.

Analysis: WR Toole Engineers (WRTE) will provide supplemental services to complete the topographic survey, extend & update roadway design to include an additional 950 feet of roadway section and to update the project database. These services are critical to completing the ongoing design efforts.

Financial Impact: Funds are available in the project construction account to be transferred to the engineering account 325-041120-5212115 upon Commission approval.

Alternatives: 1) Approve Change Number Two and Supplemental Agreement Two (CPB #325-041120-209825201) in the amount of \$38,038.00 for the Marks Church Road Reconstruction project to W. R .Toole Engineers, Inc. Funding is available in the project account for the Engineering Department. 2) Do not approve and identify alternate plan to complete needed improvement at this added section.

Recommendation: Approve Alternative Number One

Cover Memo

Item # 4

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

325-041120-5212115/209825201-5212115

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Augusta-Richmond County, Georgia

CPB#325-041120-209825201

**CAPITAL PROJECT BUDGET
MARKS CHURCH ROAD RECONSTRUCTION PROJECT
CHANGE NUMBER TWO**

BE IT ORDAINED by the Commission-Council of Augusta-Richmond County, Georgia that the following Capital Project Budget is hereby adopted:

Section 1: This project is authorized to CPB#325-041120-209825201 for Supplemental Agreement Number Two for additional engineering services to complete the topographic survey and update the project database on the Marks Church Road project. Funds in the amount available of \$38,038.00 are in the project construction account to be transferred to the engineering account.

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

Special 1% Sales Tax, Phase V	\$	2,500,000
	\$	2,500,000

Section 3: The following amounts are appropriated for the project:

	By Basin	By District
Raes Creek \$2,500,000	\$	2,500,000

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this _____ day of _____.

Approved

Honorable Deke Copenhaver, Mayor

Original-Commission Council Office
Copy-Engineering Department
Copy-Finance Department
Copy-Procurement Department

Augusta-Richmond County, Georgia

CPB#325-041120-209825201

**CAPITAL PROJECT BUDGET
MARKS CHURCH ROAD RECONSTRUCTION PROJECT
CHANGE NUMBER TWO**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SPLOST, PHASE V 325-04-1120-6011110	(\$2,500,000)		(\$2,500,000)
 TOTAL SOURCES:	 (\$2,500,000)		 (\$2,500,000)
 USE OF FUNDS			
ENGINEERING 325-04-1120-5212115-209825201	\$622,240	\$38,038	\$660,278
CONSTRUCTION 325-04-1120-5414110-209825201	\$1,877,760	(\$38,038)	\$1,839,722
 TOTAL USES:	 \$2,500,000	 \$0	 \$2,500,000

Please do not process this document. Once approved by the Commission the original will be sent to the Clerk of Commission for execution. For information reference this request, contact Engineering at ext 5070. Thanks

AUGUSTA, GA ENGINEERING DEPARTMENT SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	325-041120-209825201
Supplemental Agreement Number:	2
Purchase Order Number:	170337

WHEREAS, We, "W.R. Toole Engineers, Inc." Consultant, entered into a contract with Augusta-Richmond County on "August 4, 2009", for the "**Marks Church Road Reconstruction**", Project No. 325-041120-209825201, File Reference No. 11-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Additional Engineering Services to complete the topographic Survey and update the project database.

It is agreed that as a result of the above described modification the contract amount is increased by **\$38,038.00.00** from **\$622,240.00** to a new total of **\$660,278.00.**

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, "W.R. Toole Engineers, Inc.", Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2011.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Honorable Mayor, Deke Copenhaver

Approved: Date _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST: _____

Title: _____ **Item # 4**



**Engineering Services Committee Meeting
11/28/2011 1:00 PM
Mowing and Maintenance Agreement**

Department:	Planning and Development
Caption:	Approve mowing and maintenance agreement, encroachment permit, and indemnity form between Augusta, Georgia and Georgia DOT for fencing off an area under the Calhoun Expressway overpass adjacent to the canal between 15th and 13th Street.
Background:	The purpose of the project is to protect the surrounding area from trespassing, crime, and other problems associated with uncontrolled public access to this area under the Calhoun Expressway overpass. It's a small project consisting of approximately 140 feet of chained link fencing but the land under the expressway is owned by GDOT, therefore the subject documents are needed.
Analysis:	Illegal activities on property are destroying the value of adjacent properties. The area needs to be secured.
Financial Impact:	Illegal activities on property are destroying the value of adjacent properties. The area needs to be secured.
Alternatives:	Approve or disapprove
Recommendation:	Approve
Funds are Available in the Following Accounts:	Approve

REVIEWED AND APPROVED BY:

Clerk of Commission

DOT 7416

REV 04/1982
REV 06/2000

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
ATLANTA, GEORGIA
30334-1002**



Distribution
(AFTER APPROVAL)
White - Applicant
Yellow - General Office
Blue - District Engineer
Green - Field Inspector

(FOR DOT USE ONLY)

District No. 2
State Highway No. 002800
Milepost No. 5.42
County Richmond
Permit No. _____

APPLICATION AND PERMIT FOR SPECIAL ENCROACHMENT

TO: GEORGIA DEPARTMENT OF TRANSPORTATION, ATLANTA, GEORGIA 30334-1002

Application is hereby made by City of Augusta-Richmond County (706) 821-1796
Name of Applicant (Area Code) Phone No
523 Telfair Street Augusta, Georgia 30901
Post Office Address City and State Zip Code

for permission to accomplish work on the Right-of-Way of STATE HIGHWAY NO. 28

U.S. _____ within the City Limits of Augusta and in Richmond County,
in accordance with the ATTACHED PLANS and subject to the Rules and Regulations for Driveway and Encroachment Control on file
in the General Office of the Georgia Department of Transportation, and made a part hereof by reference thereto, and any SPECIAL
REQUIREMENTS set forth herein. The description of the proposed work is to:

Install an enclosed chainlink fence (~ 200'x60'x20'x200') under John C. Calhoun Expressway between Beech Street and the railroad track.

The proposed work site is located on the property on the UNDER side of the highway beginning 100 Feet,
N S E W From Nearest Street
E. of the center line, of Beech Street and Fronting 250
N S E W Nearest Street or Road Total Frontage Used
Feet further E. along said Highway; and at mile post 5.42
N S E W

Permit requested this 6th day of September, 20 11.

Witness in Ink on All Copies

By _____

Type or Print Name

Witness in Ink on All Copies

Sign in Ink on All Copies

Title _____

If Agent or Official for Applicant

FORM TO BE COMPLETED BELOW THIS LINE BY GEORGIA DEPARTMENT OF TRANSPORTATION

☒ Non-Limited Access - Approval by District Office ☐ Limited Access - Approval by General Office

SPECIAL REQUIREMENTS: (by DOT only)

Base and paving to be equal to or better than that which now exists on the State Route System. Final design to be verified and approved by the responsible DOT Engineer. Permit is approved in accordance with the revisions in red as shown on the plans. Permit must comply with the GDOT Standards and Specifications Construction of Transportation Systems 2001 Edition and the current approved edition of the MUTCD.

PERMIT GRANTED to perform the above-described work in accordance with REQUIREMENTS of the Georgia Department of Transportation; this _____ day of _____, 20 _____.

This permit is to be strictly construed and no work other than that specifically described above is hereby authorized. The work authorized herein must begin within three months from the date of approval and must become completed on a schedule satisfactory to the department and not to exceed twelve months from the date the permit is approved.

No modifications or changes may be made to the text of this permit, unless agreed upon in writing by the Department. A copy of the form for this permit is on file with the Department's Office of Traffic Operations, General Office, and the language therein shall be deemed to control in the event of any dispute concerning the specific provisions of this permit or any modifications to same.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

By _____

Title _____

RECORDED

_____, Book No. _____, Page _____
 Date _____ County _____ Page _____

INDEMNITY AGREEMENT

Indemnity Agreement entered into this _____ day of _____, 20_____, by and between AUGUSTA, GEORGIA (hereinafter call the "APPLICANT") and the GEORGIA DEPARTMENT OF TRANSPORTATION, as agency of the State of Georgia with offices at One Georgia Center, 600 Peachtree Street NW, Atlanta, Georgia 30308 (hereinafter called the "DOT");

WITNESSETH:

For and in consideration of the DOT's grant of permission for the installation of approx. 500 ft of enclosed, chain-link fencing (hereinafter called the "ENCROACHMENT"), as indicated on Permit # 09-2011-012-245 on the right of way of State Route 28, in Land Lot _____ of the _____ Land District in Richmond County, Georgia.

The APPLICANT shall and does agree to indemnify and save harmless the DOT and DOT's agents, officers, servants and employees from any and all lawsuits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property arising out of the construction, operation and/or maintenance of the ENCROACHMENT located as described herein.

The APPLICANT shall and hereby agrees to maintain the ENCROACHMENT in good repair at the APPLICANT's sole expense and shall and does hereby release DOT from any claims arising out of the APPLICANT's failure to so maintain the ENCROACHMENT.

The APPLICANT shall and hereby agrees to make all repairs at its own expense for any damage caused by DOT employees or agents to the ENCROACHMENT which is located on DOT right-of-way in accordance with the permit numbered above and issued with this agreement.

The DOT reserves the right to enter the area described in the ENCROACHMENT to insure the area is being maintained in accordance with DOT safety and maintenance standards. DOT shall notify the APPLICANT of any repairs which need to be made and the APPLICANT shall correct the problem as soon as such notification is given. If the APPLICANT has not made said repairs within a reasonable period of time, the DOT may enter the property to affect such repairs. The APPLICANT shall reimburse the DOT for any cost incurred as a result of DOT's performing such repairs.

The DOT reserves the right to terminate this indemnity Agreement at any time upon thirty (30) days written notice to the APPLICANT. Upon receipt of such notice as specified by DOT, the APPLICANT at its own expense, shall be responsible for removing the ENCROACHMENT and returning the area to its original condition or an acceptable substituted condition.

The term of the Indemnity Agreement shall be for a period of fifty (50) years, commencing upon execution hereof by DOT, subject to any rights of termination as are hereinabove set forth.

The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, individually or through their authorized officers, agents or attorneys-in-fact as the case may be, causing their respective seals to be affixed hereto the day and year first above written.

DEPARTMENT OF TRANSPORTATION

APPLICANT

By: _____ (SEAL)
 Commissioner

Corporate Seal Required for Corporations
 [Plus two (2) Signatures]

ATTEST:

 Signature of Property Owner (or Corporate Officer)

 Treasurer (STATE SEAL)

 Corporate Officer (or Another Property Owner)

 Unofficial Witness

 Typed Name of Owner (or Typed Names & Titles of
 Corporate Officers who signed above)

 Signature of APPLICANT

 Typed Name of APPLICANT (and Title if Applicable)

 Notary Public
 Commission Expiration:
 (NOTARIAL SEAL)

Item # 5

Rev. 08-19-2005

RIGHT OF WAY MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

AUGUSTA, GEORGIA

Richmond County

Permit #09-2011-012-245

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as “**DEPARTMENT**” or “**LICENSOR**”, and **AUGUSTA, GEORGIA** hereinafter referred to as “**LICENSEE**”.

WHEREAS, the **DEPARTMENT** desires to enter into an intergovernmental agreement to authorize the performance of certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that, if such permission is granted to the **LICENSEE**, **LICENSEE** shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state departments may contract with one another “for joint services, for the provision of services, or

for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Const. Art. IX, §III, ¶I(a).

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representations.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT’S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The **PROJECT** location and concept as well as the duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI **WORK PLAN** of this Agreement, and further enumerated and described in Exhibit A – Application and Permit for Special Encroachment, attached hereto and incorporated by reference as if fully set out herein. The required Special Encroachment permit is to be approved and issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these maintenance services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI **WORK PLAN**. The Agreement between **LICENSEE** and

any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article V, herein.

ARTICLE II

EXECUTION OF AGREEMENT AND AUTHORIZATION

TIME OF PERFORMANCE

TIME IS OF THE ESSENCE in this Agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within ten (10 days) after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement within thirty days after receiving a signed and executed copy of the Agreement.

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to maintain that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be for a maximum term of Fifty (50) years unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV

ASSIGNMENT

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V

RESPONSIBILITY FOR CLAIMS AND LIABILITY

LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping within the right of way, and for any damage to the **DEPARTMENT's** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered to be the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE VI

INSURANCE

Prior to beginning work, the **LICENSEE** shall procure the insurance coverage listed below at the **LICENSEE**'s own expense and shall furnish the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence, or proof of self insurance.
- (c) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self insurance.
- (d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.
- (e) Professional Liability (Errors and Omissions) Insurance in the amount of not less than one million dollars (\$1,000,000) per claim (with a maximum of two hundred fifty thousand dollars (\$250,000) deductible per claim), or proof of self insurance, during the agreement term and for a period of at least eight years after the agreement is closed. Such policy shall cover all of the **LICENSEE**'s professional liabilities, whether occasioned by the **LICENSEE**, its employees, subconsultants or other agents, arising out of services performed under or in accordance with this Agreement.

The **LICENSEE** shall furnish annually to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be

modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

Insurance shall be maintained in full force and effect during the life of the **PROJECT**.

ARTICLE VII COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the reviewed and approved by the **DEPARTMENT**.

ARTICLE VIII

TERMINATION OF AGREEMENT

The **DEPARTMENT** may terminate this Agreement for just cause or any cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

ARTICLE IX

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.

B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

ARTICLE XI

WORK PLAN

The **LICENSEE** will be fully responsible for performing and funding all activities associated with the construction and maintenance of the chain link fence associated with **DEPARTMENT** permit number 09-2011-012-245, hereinafter referred to as the “**FENCE**”. The **LICENSEE** will also be responsible for the re-installation of the **FENCE** in the aftermath of any **DEPARTMENT** project that may take place in the project area, resulting in the demolition the **FENCE**.

The covenants herein contained shall, except as other wise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Angela Whitworth
Treasurer

LICENSEE:

(Title)

Sworn to before me this

_____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.



**Engineering Services Committee Meeting
11/28/2011 1:00 PM
Request for Fireman's Monument**

Department: Planning Commission

Caption: Consider a request by the members of the Augusta Fire Dept. for a Public Hearing to discuss the placement of a 30" tall bronze casting of fire gear on a 24" wide x 16" wide x 36" tall black granite on a 36" x 36" deep greystone blue base to honor all past, present and future members of the Augusta Fire Dept. which if approved will be placed at the Hero's Overlook on the River Walk.

Background: The necessary staff meeting and public hearing has been conducted. Statue and marble is already complete and in the possession of the Fire Dept.

Analysis:

Financial Impact: no cost to the City for construction or placement

Alternatives: approve placement or deny placement of the proposed monument

Recommendation: approve placement of proposed Fireman's Monument

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

REVIEWED AND APPROVED BY:

Clerk of Commission

APPLICATION FORM

PLACEMENT OF MONUMENT / MARKER ON PUBLIC PROPERTY

CITY OF AUGUSTA, GEORGIA

Applicant: MEMBERS OF THE AUGUSTA FIRE DEPT Phone: 706-821-2916Address: #1 BROAD STREETContact Person JOHN CLARK / JOEY SMITH Phone: 803-279-8095 / 706-799-5911Address: #1 BROAD STREETDESCRIPTION OF MONUMENT / MARKER: A 30" TALL BRONZE CASTING OF FIRE GEAR ON A 24" W x 16" W x 36" TALL BLACK GRANITE ON A 36" x 36" x 6" DEEP GREYSTONE BLUE BASESIGNIFICANCE OF THE PERSON OR EVENT HONORED: ALL MEMBER OF THE AUGUSTA FIRE DEPT PAST, PRESENT, & FUTURE

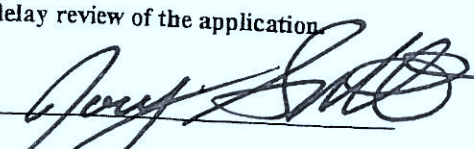
PROPOSED LOCATION - IDENTIFY THREE LOCATIONS (Street Address or other Reference Point):

☐ Preferred Location HEROES OVERLOOK ON RIVERWALK☐ Alternate Location #1 _____☐ Alternate Location #2 _____

INFORMATION TO SUBMIT WITH APPLICATION:

1. Scaled drawings of the monument or marker with dimensions shown
2. List of materials for the monument or marker
3. Scaled drawing showing approximate location on public property
4. Representative photographs of the proposed location
5. Estimate of the time and equipment needed to erect the monument or marker

Please submit all of the required information. Incomplete information will delay review of the application.

SIGNATURE OF APPLICANT: 

NOTE: If application is approved, applicant must (1) secure an Encroachment Permit from the Public Works and Engineering Department before erecting the monument or marker, and (2) enter into a Perpetual Maintenance Agreement with the City of Augusta. The City of Augusta reserves the right to remove any monument or marker not properly maintained or repaired.

DATE RECEIVED: _____ DATE REVIEWED: _____

APPLICATION # _____ APPROVED _____ DENIED _____



Augusta Fire Department Memorial

Top

30" tall bronze casting of a pair of Fire Fighters

Quick Hitch Boots, Pants and Leather Helmet

Main Granite Upright

Made from polished American Black Granite.

Top 24 inches long by 16 inches wide. Height 36 inches.

Back and sides are straight.

Front slants from the top 16 inches to the bottom of 24 inches.

Inscription on slanted front

Dedicated

To The

Past, Present, and Future

Firefighters Of The

Augusta Fire Department

Base

Base made from Polished Keystone Blue 36 inches wide by 36
inches long by 6 inches in height

Total height of the monument is 5 feet 6 inches



IN APPRECIATION AND RECOGNITION
OF THEIR SUPREME SACRIFICE

DAVID APPS

RICHARD BRIGHAM

JON MILLER

DENNIS ROCKAFELLOW

LAUREN SHREVE

FALLEN CORRY FIREFIGHTERS
MARCH 29, 1970





**Engineering Services Committee Meeting
11/28/2011 1:00 PM
Rev. Larry Fryer**

Department: Clerk of Commission

Caption: Consider a request from Rev. Larry Fryer regarding the naming of the bridge at 5th and 7th as The Children Memorial Bridge.
(Referred from November 7 Engineering Services Committee)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Lena Bonner

From: Commissioner Mason
Sent: Friday, October 14, 2011 10:25 AM
To: Lena Bonner
Cc: FryerLa@BOE.Richmond.k12.ga.us
Subject: FW: The Children Memorial Bridge

Good Morning Lena,

See email string belao. rev Fryer has requested to be on the next Engineering Services Committee agenda.

Thanks,

Al

From: Fryer, Larry [FryerLa@BOE.Richmond.k12.ga.us]
Sent: Thursday, October 13, 2011 3:31 PM
To: Commissioner Mason
Subject: The Children Memorial Bridge

Commissioner Mason. Hope all is well. I have after thought and prayer I have come up with the final decision on the Bridge at 5th and 7th. Since we very seldom name or do anything in honor of children, why not we remember all the children we have lost to violence, sickness, neglect, homelessness, poverty, hunger those lost and never found alive and other perils. I wish to submit to the you as Chairman and the body of commissions this name: The Children Memorial Bridge.

Please have me on the docket to make this request at the next possible meeting. Thanks you so very much. Rev. Larry Fryer.

"Learning Today... Leading Tomorrow"

The Mission of the Richmond County School System is to educate students to become lifelong learners and productive citizens.

Please consider the environment before printing this email.

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1



**Engineering Services Committee Meeting
11/28/2011 1:00 PM
Revised Draft Hazard Mitigation Plan**

Department: Clerk of Commission

Caption: Adoption of the revised Draft Hazard Mitigation Plan for Augusta, GA.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

AGENDA ITEM _____

EDITION: _____

DATE: November 7, 2011

TO: The Honorable Deke Copenhaver, Mayor
 Members of the Commission
 Alvin Mason, Chairman, Engineering Services Committee

THROUGH: Frederick L Russell, Administrator

FROM: Terri L. Turner, AICP
 Development Administrator
 Augusta Planning & Development Department

THROUGH: George A Patty 
 Executive Director,
 Augusta Planning & Development Department

Chris James 
 Interim Fire Chief

Byron W. Taylor 
 Acting EMA Director

SUBJECT: Revised Draft *Hazard Mitigation Plan*CAPTION: Adoption of the revised Draft *Hazard Mitigation Plan* for Augusta, GA.

BACKGROUND: Augusta, Georgia has received a Hazard Mitigation Planning Grant from the Georgia Emergency Management Agency and the Federal Emergency Management Agency. This grant provided funding for the update of Augusta's (and the Cities of Blythe and Hephzibah) *Hazard Mitigation Plan*.

The current Draft *Hazard Mitigation Plan* addresses natural and man-made hazards that threaten the health and welfare of the citizens of Augusta, GA (and the Cities of Blythe and Hephzibah) and provides for Mitigation Actions that the Hazard Mitigation Plan Committee has derived from their numerous meetings and review of the factors that influence natural and man-made hazards in Augusta, GA (and the Cities of Blythe and Hephzibah).

ANALYSIS: The Draft *Hazard Mitigation Plan* has been submitted to the Georgia Emergency Management Agency for initial review and approval and comments from the Georgia Emergency Management Agency have been incorporated into the revised Draft *Hazard Mitigation Plan*. The revised Draft *Hazard Mitigation Plan* has been submitted to both the Georgia Emergency Management Agency and the Federal Emergency Management Agency for final review and approval.

Adoption of the revised Draft *Hazard Mitigation Plan* by the Augusta Commission is a requirement in completing the *Hazard Mitigation Plan*.

AGENDA ITEM
EDITION:
November 7, 2011
PAGE 2

Final adoption of the Hazard Mitigation Plan will occur once the Hazard Mitigation Plan is approved by both the Georgia Emergency Management Agency and the Federal Emergency Management Agency subject to the DMA2K five year update requirements of FEMA, pursuant to the requirements of 44 CFR 201, and pursuant to the requirements of the Georgia Emergency Management Agency.

FINANCIAL IMPACT: Approval has previously been given by the Augusta Commission to allocate \$39,999.00 for the cost of completing the *Hazard Mitigation Plan* - \$29,999.00 of the total cost being available through the Hazard Mitigation Planning Grant (HMGP-1858-0034) that has previously been awarded to Augusta, GA from the Georgia Emergency Management Agency and \$10,000 of the total cost (the City's local match) being available through money earmarked in 2000 for flood hazard mitigation by the City.

The Augusta Commission subsequently approved award a planning contract to Pudar Mitigation Consulting, Inc. in the amount of \$28,297.00 for the preparation of an update to the Multi-Jurisdictional Hazard Mitigation Plan for the City of Augusta, Georgia and the cities of Blythe and Hephzibah (RFP #11-086) with the City's match of \$7,074.25 being available through money earmarked in 2000 for flood hazard mitigation by the City.

ALTERNATIVES: Failure to adopt the revised Draft *Hazard Mitigation Plan* would result in the loss of funding from the Georgia Emergency Management Agency and the Federal Emergency Management Agency for the Plan and also would result in no further funding from either the Georgia Emergency Management Agency or the Federal Emergency Management Agency for hazard mitigation.

RECOMMENDATION: It is recommended to adopt the revised Draft *Hazard Mitigation Plan* for Augusta, GA (and the Cities of Blythe and Hephzibah) subject to the DMA2K five year update requirements of FEMA, pursuant to the requirements of 44 CFR 201, and pursuant to the requirements of the Georgia Emergency Management Agency.

REQUESTED AGENDA DATE: November 28, 2011
 December 6, 2011

Engineering Services
 Augusta Commission

AGENDA ITEM _____

EDITION: _____

November 7, 2011

PAGE 3

DEPARTMENT
DIRECTOR:FUNDS AVAILABLE IN THE FOLLOWING
ACCOUNTS:Funding has been previously approved by the
Augusta Commission:\$29,999 is available through the Hazard
Mitigation Planning Grant that has previously
been awarded to Augusta, GA from the Georgia
Emergency Management Agency and the
Federal Emergency Management Agency.
\$21,222.75 of the total will be needed to complete
this Hazard Mitigation Plan update;As part of the aforementioned award, \$10,000.00
has been specified as the City's match by the
Georgia Emergency Management Agency and
the Federal Emergency Management Agency.
\$7,074.25 (25% of the contract award) is
available through money earmarked in 2000 for
flood hazard mitigation by the City

ADMINISTRATOR:

FINANCE:

EXECUTIVE SUMMARY

AUGUSTA – RICHMOND COUNTY, BLYTHE AND HEPHZIBAH HMP UPDATE

The history of Augusta - Richmond County and the Cities of Blythe and Hephzibah reveals a past, present, and future commitment to long-term strategies to reduce the hazard risks and the resulting impact to the community.

Existing Plan, Review and Revision Update Process and Methodology

The Augusta – Richmond County Multi-Jurisdictional Hazard Mitigation Planning Committee (HMPC) formed by the governmental consensus of Augusta – Richmond County Metro Government, the City of Blythe and the City of Hephzibah, comprising all incorporated jurisdictions in Richmond County.

After an exhaustive review of the existing Hazard Mitigation Plan, the HMPC determined the approach to the HMP update would differ from the norm. Rather than attempting to fit new information, challenges, and objectives within the existing plan, the HMPC with the support of their governments decided to re-work the entire plan. The goal was to produce a living document to reflect the individual jurisdictional profiles, circumstances and needs. The resulting plan is essentially new and the identification of each update would be impractical and time-consuming.

The methodological approach used by the HMPC reflects the common goal of sustainability, economy, and protection for the citizens of each community and the county as a whole.

The purpose of the Hazard Mitigation Plan update is to serve as a framework and resource guide to coordinate and implement hazard mitigation policies, procedures, and projects. It expresses the community mitigation goals, objectives, and related activities to assist in reducing risk and eliminating or minimizing losses from natural and technological hazard events. Intentional, informed decisions and processes reduce or avoid hazards and lessen community exposure when appropriate actions are taken before hazardous events occur. Proactive community hazard planning and implementation policies save lives, reduce property loss, and minimize the social, economic, and governmental disruptions following hazard events. Augusta - Richmond County and the municipalities of Blythe and Hephzibah concur that hazard mitigation is an essential component of prudent government function and community service. Identification of vulnerable areas, populations, and services and implementation of sound strategies to minimize exposure reduce (mitigate) the negative impact of natural or technological hazards on the community and maximize emergency response and recovery efforts.

Augusta - Richmond County and its cities developed without consideration of hazard mitigation planning, mitigation, response, and recovery. As a result, some areas are

vulnerable to flooding, tornadoes, high wind, severe storms, lightning, wildfire, and other hazards. The GEMA process of mitigation planning encompasses Hazard Identification, Risk Assessment, Mitigation Strategies, Implementation, Plan Update and Maintenance, and Incorporation of hazard mitigation activities in existing community processes and functions. These plan elements and activities are conducted to ensure that vulnerability to hazard events does not increase.

Encouraging acquisition, relocation, retrofitting of existing vulnerable structures, protection of valuable natural resources, and a sound response and recovery plan seek to minimize damages and foster a stronger, disaster resistant community following a hazard event.

Communities face significant challenges in post-disaster response and redevelopment activities. Balancing the pressing need for rapid recovery with critical long-term hazard mitigation strategies to reduce future exposure is difficult, costly, and frequently politically charged. Search and rescue efforts, meeting basic service and supplies needs, relocation activities for those displaced populations, and activities to stabilize government operations frequently overshadow long-term community resiliency considerations. The push to return to 'normal', the initiation of reconstruction activities and the desire of government to provide services and assistance to neighbors and businesses hamper or circumvent sustainability goals, objectives and implementation.

While common to communities following hazardous events, these factors emphasize the need for pre-disaster planning and mitigation strategies that incorporate resilient development principles within recovery efforts. Proactive hazard mitigation planning facilitates rebuilding to reduce vulnerability to future hazard events, reduces costs to local, state, and federal governments, supports economic vitality, and improves the quality of life.

Once the plan is complete and implemented in the everyday processes, roles, and activities of local government, it is imperative for local decision makers to review plan progress, provide insight, feedback, and suggestions for future updates to the Augusta - Richmond County Hazard Mitigation Plan. Adoption of the plan is the first leg of the journey. As better mitigation techniques and prediction models develop, local governments update and refine the plan to promote the processes, policies, and strategies that lend support to those charged with plan implementation. In doing so these community leaders contribute to a resilient, economically vibrant community, better prepared to respond to hazardous events and dedicated to the success of all citizens and visitors to Augusta - Richmond County and its cities.

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**Engineering Services Committee Meeting
11/28/2011 1:00 PM
Willhaven Subdivision, Phase II, Section II**

Department: Engineering Department-Abie L. Ladson, P.E., CPESC, Director

Caption: Approve the deed of dedication, maintenance agreement, and road resolutions submitted by the Engineering Department for Willhaven, Phase II, Section II.

Background: The final plat for Phase II, Section II, was approved by the Commission on August 17, 2010. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

Analysis: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section.

Financial Impact: By accepting these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

Alternatives: 1. Approve the deed of dedication, maintenance agreement, and road resolutions submitted by the Engineering Department for Willhaven, Phase Two, Section II. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

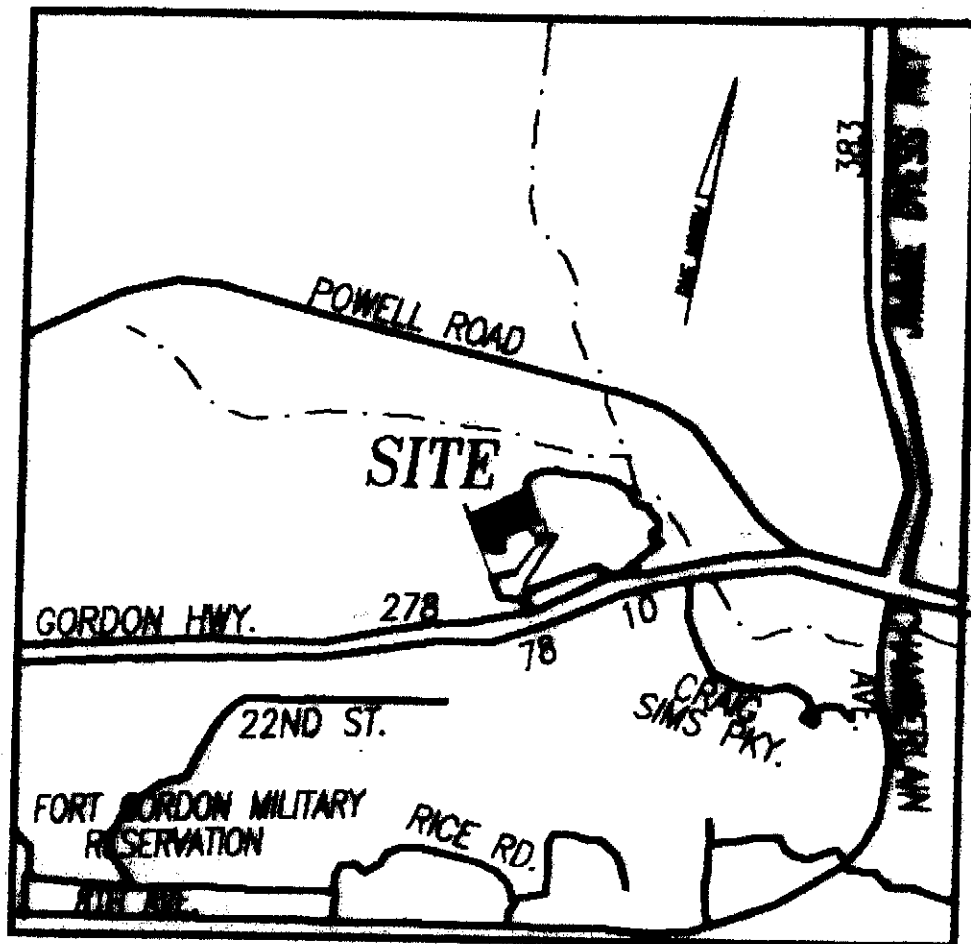
Funds are Available in the Following Accounts: Not required at this time.

REVIEWED AND APPROVED BY:

Cover Memo

Item # 9

Finance.
Law.
Administrator.
Clerk of Commission

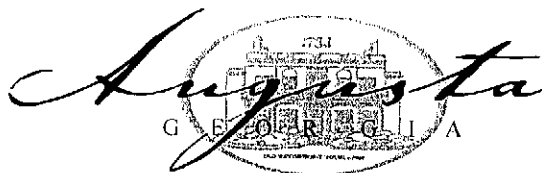


LOCATION SKETCH NTS

PHASE II
SECTION 2

Item # 9

ENGINEERING DEPARTMENT



Abie L. Ladson, P.E., CPESC Director
Hameed Malik, PhD, PE, Asst Director

Anthony (Tony) E. Williams
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

From: Anthony (Tony) E. Williams, Construction Manager *AEW*

Date: Tuesday, September 27, 2011

Subject: Certificate of Completion
Dedication of Willhaven, Phase II, Section II
File reference: 2011 – 05 (A)

As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

AEW

Attachment

cc: Abie L. Ladson, P.E., CPESC, Director - Engineering Department
Hameed Malik, PhD., P.E., Assistant Director – Engineering Department
Terri Turner, Planning & Zoning
File

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION

THIS INDENTURE, made and entered into this ____ day of _____, 2011, by and between **BRENT WILLHAVEN, LLC**, a Georgia limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the storm sewerage system as the same are now located and existing as shown and delineated on a plat of Willhaven, Phase II, Section 2 as prepared by John F. Brewer, GA RLS, of John Brewer & Associates, dated **June 30, 2010, revised N/A, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet _D_, Slide _125_, Plat _A_ and in Book 6, Pages 193 et seq; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.**

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewerage system.

TOGETHER WITH:

All that lot or parcel of land shown and designated as "HUNTCLIFFE DRIVE - 60' R/W; and BURGESS STREET - 60' R/W; on that certain plat of Willhaven, Phase II, Section 2, as prepared by John F. Brewer, GA RLS, John Brewer & Associates, dated **June 30, 2010**, revised N/A, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet D, Slide 125, Plat A and in **Book 6, Pages 193 et seq**; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

TOGETHER with the Detention Pond as shown on said plat.

TO HAVE AND TO HOLD SAID roads, easements and storm sewerage system, together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

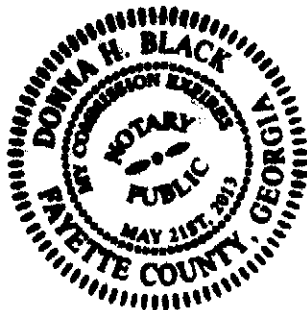
SIGNED, SEALED AND DELIVERED
in our presence:

Peggy Cestari
Witness

Donna H. Black
Notary Public, Georgia

BRENT WILLHAVEN, LLC

By: [Signature] (Seal)
As its: Member



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Its: Mayor

Attest: _____
Its: Clerk of Commission
(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between Brent Willhaven, LLC, hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, the Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains and appurtenances for Willhaven Subdivision, Phase II, Section II, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, IT IS AGREED that:

(1) The City accepts the roads and appurtenances, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are

necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

BRENT WILLHAVEN, LLC

BY: [Signature] (L.S.)

AS ITS: member

AUGUSTA, GEORGIA
COMMISSION

As Its Mayor (L.S.)

ATTEST:

SUBDIVISION: Willhaven, Phase II, Section II

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Huntcliffe Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Huntcliffe Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Huntcliffe Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at existing Huntcliffe Dr. at Willhaven Phase II
Section I (Phase Line)
Extending NW approx. 375'

- (b) Length of road to nearest 1/100th mile:

0.08 mile

- (c) Width & type of road surface:

31 foot from back of curb to back of curb;
type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

SUBDIVISION: Willhaven, Phase II, Section II

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Burgess Street is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Burgess Street a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Burgess Street is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at Huntcliffe Dr.

Extending SW and S approx. 524'

To Wellington Street

- (b) Length of road to nearest 1/100th mile:

0.10 mile

- (c) Width & type of road surface:

31 foot from back of curb to back of curb;

type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____