



Engineering Services Committee Meeting Commission Chamber- 7/12/2010- 12:50 PM

ENGINEERING SERVICES

1. Approve the list of streets proposed for submittal to the Georgia Department of Transportation for inclusion in the 2011 LMIG - Local Maintenance & Improvement Grant Program (formerly LARP). ☐ [Attachments](#)
2. Approve Contract Amendment for Messerly Design Group in the amount of \$413,244.00. ☐ [Attachments](#)
3. Approve the plan to investigate the alternative of building the inmate intake/processing facility and expanding the administration building in the Phase II Expansion at the WDC instead of a new male pod, with the intent of closing the JLEC when the Phase II construction is completed. ☐ [Attachments](#)
4. Approve Utilities Signing of Mutual Aid Agreement-GAWARN (Georgia Water & Wastewater Agency Response Network). ☐ [Attachments](#)
5. Consider a request to name an unnamed bridge after Ms. Kingsley W. Riley. (Requested by Commissioner Aitken) ☐ [Attachments](#)
6. Consider a request to name an unnamed bridge after former Mayor Charles A. DeVaney. (Requested by Commissioner Aitken) ☐ [Attachments](#)
7. Approve the Deed of Dedication and Road Resolution submitted by the Augusta Engineering Department for a portion of Northwood Road. ☐ [Attachments](#)
8. Approve funding in the amount of \$47,115.00 for the purchase of wetland mitigation credits to offset wetland areas disturbed during the Fort Gordon Forcemain Sanitary Sewer Connection project. ☐ [Attachments](#)
9. Receive as information Solid Waste Fees for 2010 tax year. ☐ [Attachments](#)
10. Consider a request from The Salvation Army regarding the limitation of the replacement length of a storm sewer main near the Kroc Center property. ☐ [Attachments](#)
11. Authorize Traffic Engineering to submit application to update the County RADAR permit. ☐ [Attachments](#)



**Engineering Services Committee Meeting
7/12/2010 12:50 PM
2011 LMIG - Resurfacing**

Department:	Public Services Department
Caption:	Approve the list of streets proposed for submittal to the Georgia Department of Transportation for inclusion in the 2011 LMIG - Local Maintenance & Improvement Grant Program (formerly LARP).
Background:	In accordance with Georgia Department of Transportation requirements, we have prepared a list of streets as candidates for the 2011 LMIG list. The list is being sent to the Augusta Utilities and Engineering Departments for review, and is subject to minor revision, based on their input on ongoing projects.
Analysis:	The Georgia Department of Transportation will review these streets and make a final determination as to which streets will be resurfaced, based on needs and funding availability.
Financial Impact:	The resurfacing will be let to bid by the Georgia Department of Transportation. Any required patching will be the responsibility of the City of Augusta, and will be performed by the Maintenance Division. The resurfacing costs will be borne by the Georgia Department of Transportation.
Alternatives:	1. Approve the list of streets proposed for submittal to the Georgia Department of Transportation for inclusion in the 2011 LMIG - Local Maintenance & Improvement Grant Program (formerly LARP). 2. None recommended
Recommendation:	#1. Approve the list of streets proposed for submittal to the Georgia Department of Transportation for inclusion in the 2011 LMIG - Local Maintenance & Improvement Grant Program (formerly LARP).
Funds are Available in the Following Accounts:	N/A

REVIEWED AND APPROVED BY:

Cover Memo

**Finance.
Law.**

[illegible]



**Engineering Services Committee Meeting
7/12/2010 12:50 PM**

Approve Contract Amendment for Design Professional for Messerly Improvements Project

Department: Utilities

Caption: Approve Contract Amendment for Messerly Design Group in the amount of \$413,244.00.

Background: The Messerly Design Group (MDG) is the designer of the Messerly Improvement Project, and is also providing construction phase services. The scope of MDG's work has increased, primarily due to the following: 1) MDG assumed resident observation responsibilities when CH2MHill's contract ended December 31, 2009. In addition, some additional effort has been required of MDG to assist in program management activities. This accounts for approximately \$200,000.00 of the proposed contract amendment. 2) Integration of instrumentation and controls has been a greater effort than originally anticipated due to contractor and owner furnished equipment issues. 3) The original scope of the Operations and Maintenance (O&M) Manual being developed by MDG covered only new facilities. It is advantageous to address all plant facilities in a single O&M Manual. 4) It was deemed advantageous to separate some aspects of construction into distinct construction contracts. This required additional effort from MDG.

Analysis: We have reviewed the proposed contract amendment and additional funding requested and find them to be in order. These changes are beneficial to maintain the quality and insure the functionality of the project.

Financial Impact: Funds are available in 507043420-5212115/80280130-5212115

Alternatives: The scope of the proposed amendment could be reduced, although overall project quality and cost could suffer.

Recommendation: We recommend that a contract amendment in the amount of \$413,244.00 be awarded to the Messerly Design Group.

Funds are Available in the Following Accounts: Funds are available in 507043420-5212115/80280130-5212115

REVIEWED AND APPROVED BY:

Cover Memo

Finance.

Procurement.
Law.
Administrator.
Clerk of Commission



Mr. D. Allen Saxon, Jr.
Assistant Director, Wastewater
Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, GA 30901

May 28, 2010
PN 80130
SL#38877

Reference: Professional Services – Cost to Complete Budget
J. B. Messerly WPCP – 2003 Master Plan – Implementation Phase I

Dear Mr. Saxon,

We have completed our evaluation of the cost to complete the professional services on the reference project. These costs are summarized below in tabular form and represent our best estimate of the additional work required to complete the project based on the scheduled final completion date of June 28, 2010. The attached worksheet shows the costs-to-date and the estimated cost to complete each task. This represents an increase in our contract amount of \$413,244.00. Approximately \$200,000 of this addition is based on additional services related to taking over services formerly provided by CH₂M (Program Mgr) since January 2010 when their contract expired. The details of each task are included in the attached work sheet with notes of explanation of each increase. The proposed changes are summarized below:

	<u>Current</u>	<u>Proposed</u>
Base Engineering Contract		
Project management & Coordination	\$ 479,343	\$ 479,343
Preliminary Design	\$ 518,290	\$ 518,290
Detailed Design	\$1,539,624	\$1,539,624
 Construction Administration Services	 \$1,995,408	 \$2,300,685
 Project Completion	 \$ 443,267	 \$ 481,383
 Supplemental Services	 <u>\$ 940,808</u>	 <u>\$ 946,172</u>
Total Original Contract	\$5,916,740	\$6,265,497
 Additional Supplemental Services	 \$1,092,683	 \$1,272,286
Project Insurance	<u>\$ 115,117</u>	<u></u>
Total Contract with Additional Services	\$7,124,539	\$7,537,783

Please contact us if you have any questions or comments.

Very truly yours,

Messerly Design Group, LLC



Mitchell E. Freeman, P.E.
Project Manager

MEF/ecc

Enclosure

James B. Messerly WPCP: 2003 Master Plan
Implementation Phase I - Cost to Complete Summary
Project # 80130

Through 4/25/2010

		Contract	Cost to Date	cost to complete	Total Cost	Remaining	Notes
100	Project Management & Coordination	\$ 479,343.00	\$ 479,343.00	\$ -	\$ 479,343.00	\$ -	
200	Preliminary Design	\$ 518,290.00	\$ 518,290.00	\$ -	\$ 518,290.00	\$ -	
300	Detailed Design (less task 325)	\$ 1,539,624.00	\$ 1,539,624.00	\$ -	\$ 1,539,624.00	\$ (0.00)	
400	Bidding Phase Services	\$ -					
500	Construction Administration Office Services	\$ 1,995,407.55			\$ 2,300,684.88		
504	Project Management & Coordination	\$ 479,343.00	\$ 635,158.52	\$ 54,778.00	\$ 689,936.52	\$ (210,593.52)	1
505	Submittal Review	\$ 629,825.81	\$ 778,283.35	\$ 11,296.00	\$ 787,579.35	\$ (157,753.54)	2
506	Contractor RFI	\$ 555,570.33	\$ 520,559.19	\$ 10,178.00	\$ 530,737.19	\$ 24,833.14	3
508	Construction Contract Modifications	\$ 103,937.43	\$ 48,609.33	\$ 41,108.00	\$ 89,717.33	\$ 14,220.10	4
509	Construction Progress Site Meetings	\$ 270,361.06	\$ 184,160.49	\$ 18,554.00	\$ 202,714.49	\$ 67,646.57	5
600	Project Completion	\$ 443,266.72			\$ 481,383.33		
601	Substantial Completion Inspection & Punch	\$ 84,235.01	\$ 73,260.87	\$ 10,974.14	\$ 84,235.01	\$ -	
602	Final Completion Inspection	\$ 13,909.37	\$ -	\$ 13,909.37	\$ 13,909.37	\$ -	
603	Construction Record Drawings	\$ 56,816.45	\$ -	\$ 56,816.45	\$ 56,816.45	\$ -	
604	Project Closeout	\$ 12,606.04	\$ -	\$ 12,606.04	\$ 12,606.04	\$ -	
605	Operation Manual	\$ 112,572.93	\$ 33,992.00	\$ 108,581.00	\$ 142,573.00	\$ (30,000.07)	6
606	Plant Start-up Assistance	\$ 35,692.80	\$ -	\$ 35,692.80	\$ 35,692.80	\$ -	
607	Manufacturers Equipment Training	\$ 9,734.40	\$ -	\$ -	\$ -	\$ 9,734.40	7
608	WPCP Commissioning	\$ 57,930.50	\$ 67,781.44	\$ 8,000.00	\$ 75,781.44	\$ (17,850.94)	
609	Process Control Training	\$ 39,354.02	\$ 2,136.00	\$ 37,218.02	\$ 39,354.02	\$ -	
610	Warranty Inspection	\$ 20,415.20	\$ -	\$ 20,415.20	\$ 20,415.20	\$ -	
700	Supplemental Services	\$ 940,808.00			\$ 946,171.87		
701	Gas Utilization Study Review	\$ -	\$ 5,363.87	\$ -	\$ 5,363.87	\$ -	
702	Odor Control Design	\$ 482,930.00	\$ 482,930.00	\$ -	\$ 482,930.00	\$ -	
705	Mechanical Quality Assurance	\$ 81,150.00	\$ -	\$ 81,150.00	\$ 81,150.00	\$ -	
706	Additional Aeration Design	\$ 376,728.00	\$ 376,728.00	\$ -	\$ 376,728.00	\$ -	
	Additional Scope	\$ 1,092,682.81			\$ 1,335,339.95		
708	Lift Station	\$ 79,270.00	\$ 79,270.00	\$ -	\$ 79,270.00	\$ -	
709	Barscreen/Headworks Improvements	\$ 31,260.00	\$ 31,260.00	\$ -	\$ 31,260.00	\$ -	
710	Grit Classification/Redesign	\$ 22,460.00	\$ 22,460.00	\$ -	\$ 22,460.00	\$ -	
711	Solids Processing Area Redesign	\$ 16,320.00	\$ 16,320.00	\$ -	\$ 16,320.00	\$ -	
712	Abandon North A.B. Analysis	\$ 8,270.00	\$ 8,270.00	\$ -	\$ 8,270.00	\$ -	
714	Additional Generator Design	\$ 40,254.00	\$ 40,254.00	\$ -	\$ 40,254.00	\$ -	
716	Coordination with CM@R	\$ 264,061.55	\$ 264,061.55	\$ -	\$ 264,061.55	\$ -	
315 / 71 HMI Additions		\$ 202,421.41	\$ 241,608.00	\$ 23,868.00	\$ 265,476.00	\$ (63,054.59)	8
718	CN Force/air Odor Control	\$ 61,211.60	\$ 90,963.51	\$ -	\$ 90,963.51	\$ -	
719	VE Redesign	\$ 280,504.00	\$ 280,504.00	\$ -	\$ 280,504.00	\$ -	
720	North A.B. Deep Foundation	\$ 36,650.25	\$ 36,701.52	\$ -	\$ 36,701.52	\$ -	
9	Subcontractor MAU	\$ -	\$ 53,749.62	\$ 46,000.00	\$ 99,749.62	\$ (99,749.62)	9
10	Subcontractor Khafra	\$ -	\$ 25,571.70	\$ 24,000.00	\$ 49,571.70	\$ (49,571.70)	9
721	South A.B. Reconfiguration	\$ 50,000.00	\$ 50,478.05	\$ -	\$ 50,478.05	\$ -	
	Professional Services Total	\$ 7,009,422.07	\$ 8,985,692.01	\$ 615,145.02	\$ 7,600,837.03	\$ (449,085.18)	
	Project Insurance	\$ 115,117.20	\$ 119,777.01	\$ -	\$ 119,777.01	\$ -	8
		\$ 7,124,539.27	\$ 7,105,469.02	\$ 615,145.02	\$ 7,720,614.04	\$ (449,085.18)	

- 1 Significantly more time was required for Steve Behrend on the project. We originally did not anticipate staffing the project with a resident engineer, with these services being provided by CH2M Hill but it became apparent that he would be needed on the project almost full time. Wayne Pittman, SL King has spent more time on project coordinating the I&C efforts by Tegrion. If addition, for Task 504, since January we have taken on additional responsibilities of formerly performed by CH (Program Mgr), Steve Behrend averaged 75 hours per month before January and now averages more than 82 hours per month. For Task 509 (meetings) Steve averaged 18 hours per month before January 2010 and 24 hours per month since.
- 2 The numbers of submittals on the project exceeded the number enumerated in the MDG Work Plan for the project resulting in additional review time. The project Work Plan originally included 400 submittals. To date over 570 submittals have been processed including 56 resubmittals.
- 3 The number of RFI's for the project were less than estimated and resulted in less time required for review and the savings shown.
- 4 The cost to complete on this task includes the preparation of bidding documents for a separate paving project to be performed outside the existing CMAR on the project.
- 5 The number of hours required for project meetings has been less than those originally estimated resulting in the savings shown.
- 6 The additional cost shown includes additional work on the Operations and Maintenance (O&M) Manual for the project to include the entire process for the plant. The original O&M Manual was to include only those process elements included in the design for the project.
- 7 Cost for this task has been included in other tasks on the project resulting in the savings shown.
- 8 This additional expense has not been included in the cost to complete.
- 9 At the request of the Utilities Department, the cost of the services of Dwight Hobbs and Paul Nesmith were to be added to our scope on the project. These services were formerly provided by CH2M Hill under their Program management Contract which expired in December 2010.



**Engineering Services Committee Meeting
7/12/2010 12:50 PM
CBWDC Expansion Alternates**

Department:	Public Services Department
Caption:	Approve the plan to investigate the alternative of building the inmate intake/processing facility and expanding the administration building in the Phase II Expansion at the WDC instead of a new male pod, with the intent of closing the JLEC when the Phase II construction is completed.
Background:	We currently process the inmates at the intake facility at the JLEC and then either house them at the JLEC or transport them over to the WDC. Once the new Judicial Center Facility is completed and the courts move out of the JLEC, and the Sheriff's Office moves out of the JLEC into their new facility in the 4th quarter of 2011, the JLEC will be less than 50% occupied. Efficiencies in maintenance and operations cost, as well as in administrative staff could be realized if a new intake/processing facility is constructed at the WDC in Phase II. Doing so would allow the current inmate population at the JLEC to be housed at the WDC in the pods constructed in Phase I, along with the intake/processing operations and staff. This would enable the closing of the JLEC and the subsequent demolition of that facility.
Analysis:	If the intake/processing facility is constructed at the WDC, along with an expansion of the administration facility, instead of constructing a new male pod, there will be significant cost savings in operations and maintenance, along with increased productivity and efficiencies from staff.
Financial Impact:	The approximate \$18M in funds needed for constructing a new intake/processing facility and expansion of the administration facility at the WDC are available in SPLOST VI.
Alternatives:	1. Approve the plan to investigate the alternative of building the inmate intake/processing facility and expanding the administration building in the Phase II Expansion at the WDC instead of a new male pod, with the intent of closing the JLEC when the Phase II construction is completed. 2. Proceed with constructing the male pod at the WDC and continue to operate two facilities.
Recommendation:	Approve the plan to investigate the alternative of building the inmate intake/processing facility and expanding the administration building in the Phase II Expansion at the WDC instead of a new male pod, with the intent of closing the JLEC when the Phase II construction is completed.
Funds are Available in the Following	The approximate \$18M in funds needed for constructing a new intake/processing facility and expansion of the administration facility at the

Cover Memo

Accounts:

WDC are available in SPLOST VI.

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



**Engineering Services Committee Meeting
7/12/2010 12:50 PM**

Mutual Aid Agreement-GAWARN (Georgia Water & Wastewater Agency Response Network)

Department: Utilities, Thomas D. Wiedmeier, Director

Caption: Approve Utilities Signing of Mutual Aid Agreement-GAWARN (Georgia Water & Wastewater Agency Response Network).

Background: The Georgia Water & Wastewater Agency Network (GAWARN) is to support and promote statewide emergency preparedness, disaster response, and mutual aid assistance matters for the public and private water and wastewater utilities in the case of both natural and man-made caused events. The Water/Wastewater Agency Response Network of utilities will assist other utilities to: · Create a standard omnibus mutual assistance agreement and process for sharing emergency resources among members statewide. Prepare for the next natural or man-made caused emergency. · Organize emergency response according to established requirements · Share personnel and other resources statewide under previously arranged agreements Current participating state utilities and organizations: · City of Atlanta · City of Dublin · Cobb-Marietta Water Authority · Columbus Water Works · Georgia Association of Water Professionals · Georgia Environmental Protection Division Drinking Water Section · Georgia Rural Water Association · Georgia Section American Water Works Association · Gwinnett County Department of Public Utilities Lowndes County

Analysis: Past disaster response and lessons learned has indicated the following: • Utility operations are very specialized • Utilities must be self-sufficient and fill the gap between disaster onset and arrival of other government aid • Customers can live without power and phone interruptions, not without water • Water restoration provides hope for long term recovery

Financial Impact: n/a

Alternatives: No alternatives are recommended.

Recommendation: Augusta Utilities Department recommends that the Commission approve the Mutual Aid Agreement, subject to Legal Department approval, that allows Augusta Utilities to join a network dedicated to keeping our communities healthy, sanitary and safe.

Funds are Available in the Following Accounts: n/a

REVIEWED AND APPROVED BY:

Finance.

Procurement.

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Administrator.

Clerk of Commission

**GEORGIA WATER & WASTEWATER AGENCY RESPONSE NETWORK
MUTUAL AID AGREEMENT**





**GA WARN Mutual Aid Agreement Instruction Sheet for Drinking Water and Wastewater
Public and Private Utilities**

- Review the Mutual Aid Agreement
- Submit the MAA to your utility's Director, or who ever has governing authorities and can enter your utility into a Mutual Aid Agreement (ex. City Mayor) for their signature.
- Download, review and edit the GA WARN Sample Operations Manual to address applicable procedures within your utility.
- Familiarize your self with the AWWA Resource Typing Manual which is available on the GA WARN website: www.gawarn.org
- Inventory your resources and assess your ability to respond to assistance requests.
- Please mail a copy of the signed Mutual Aid Agreement to the following EPD address:

**Georgia Environmental Protection Division
Floyd Towers East, Suite 1362
2 Martin Luther King Jr. Drive S.E.
Atlanta, GA 30334
ATTN: Amy Rammo**

- Also please include below your utility name, GA water system ID number and the emergency contact name and number for your water system.

Utility Name:_____

GA water system ID number:_____

Utility Emergency Contact Name:_____

Utility Emergency Contact Number:_____

GEORGIA WATER & WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT

RECITALS

WHEREAS, certain Georgia water and wastewater agencies (the "Parties") have formed the "Georgia Water & Wastewater Agency Response Network," ("Georgia WARN"), to share resources and to assist each other in the event of emergencies that disrupt utility services; and

WHEREAS, the Parties have agreed to enter into this "Georgia Water & Wastewater Agency Response Network Mutual Aid Agreement," (hereinafter, the "Agreement"), to set forth the terms and conditions by which emergency assistance may be requested and provided; and WHEREAS, by executing this Agreement, the Parties hereto express their intent to participate in a program for Mutual Aid and Assistance within the State of Georgia, as authorized by the Georgia Emergency Management Act, O.C.G.A. Chapter 38-3, (the "Act"); and

WHEREAS, the Act was enacted to protect public health and safety and to preserve the lives and property of the people of this state; and

WHEREAS, the Act authorizes political subdivisions of the State of Georgia to enter into mutual aid plans and agreements with other public and private agencies for the furnishing or exchange of equipment, personnel, services and supplies and for reimbursement of costs and expenses incurred in responding to emergencies, including

temporary restoration of public utility services and other functions related to civilian protection.

NOW, THEREFORE, in consideration of the promises and the mutual undertaking as hereinafter set out, the Members of the Georgia WARN, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of the respective governing authorities, mutually agree as follows:

ARTICLE I. PURPOSE

The Parties recognize that emergencies may overwhelm the ability of a Georgia WARN member utility to provide services to its customers and may require assistance in the form of personnel, equipment, services and supplies from outside the area of the impact of the emergency. Therefore, the Georgia WARN member utilities hereby establish within the State of Georgia an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, the Parties shall coordinate response activities and shall share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

ARTICLE II. DEFINITIONS

A. Emergency—A natural or manmade catastrophic event that threatens life or property and that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member.

B. Member—Any Party to this Agreement.

C. Authorized Official—An employee of a Member that is authorized by the Member's governing board or management to request assistance or offer assistance under this Agreement.

D. Requesting Member—A Member who requests assistance in accordance with the terms and conditions of this Agreement and of the Mutual Aid and Assistance Program.

E. Responding Member—A Member that responds to a request for assistance under the terms and conditions of this Agreement and the Mutual Aid and Assistance Program.

F. Period of Assistance—A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when all personnel of the Responding Member return to their residence or place of work, whichever is first, (portal to portal). All protections identified in the agreement apply during this period. The specified

Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

G. National Incident Management System (NIMS)—A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

H. Work or work-related period - Any period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active Work within a reasonable time. Also, included is mutually agreed upon rotation of personnel and equipment.

ARTICLE III. **ADMINISTRATION**

The Mutual Aid and Assistance Program shall be administered through Regional Committees, as needed, and a Statewide Committee. The purpose of a Regional Committee is to provide local coordination of the Mutual Aid and Assistance Program before, during, and after an emergency. The designated regions are consistent with the existing public health or emergency management regions of the state. Each Regional Committee, under the leadership of an elected Chairperson, shall meet annually to address Mutual Aid and Assistance Program issues. Each Regional Committee shall also meet annually to review emergency preparedness and response procedures. The Chairper-

son of each Regional Committee represents their Regional Committee's interests on the Statewide Committee. In addition to representing the interests of the Members, the Statewide Committee includes representatives from Georgia Rural Water Association, Georgia Association of Water Professionals, Georgia Environmental Protection Division and the U.S. Environmental Protection Agency. Under the leadership of the Chair, the Statewide Committee members shall plan and coordinate emergency planning and response activities for the Mutual Aid and Assistance Program.

ARTICLE IV.

OPERATIONAL AND PLANNING PROCEDURES

In coordination with the Regional Committees, the Georgia Department of Emergency Management, and the public health system of the state of Georgia, the Statewide Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be updated at least annually. Each of the Members agrees that it shall participate in the development of operational and planning procedures that identify the critical parts of its own infrastructure. The Members recognize that the Committees, set forth in Article III, above, shall develop a Mutual Aid and Assistance Program Manual and a Mutual Aid and Assistance Handbook to set forth general procedures and standards that shall be followed by each Member. The general procedures and standards of the Mutual Aid and Assistance Program Manual and the Mutual Aid and Assistance Handbook are incorporated into the terms and conditions of this Agreement by reference.

ARTICLE V.

REQUESTS FOR ASSISTANCE

1. Member Responsibility: Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available for mutual aid and assistance response. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for assistance shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the procedures and standards to be adopted, (see Article IV).

2. Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Representative shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

3. Discretion of Responding Member's Authorized Official: Each of the Members recognize and agree that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that Member to

respond to a request for assistance. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VI.
RESPONDING MEMBER PERSONNEL

National Incident Management System: When providing assistance under this Agreement, the Requesting Utility and Responding Utility should be organized and should function under the National Incident Management System.

The National Incident Management System (NIMS) provides a consistent nationwide approach that allows federal, state, local, and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

Control: Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours.

Food and Shelter: The Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member fails to provide food and shelter for Responding personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established by the State of Georgia for that area. The Requesting Member remains responsible for re-

imbursing the Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

Communication: The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.

Status: Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Licenses and Permits: To the extent permitted by law, Responding Member personnel who hold licenses, certificates, or permits issued by the State of Georgia evidencing the meeting of qualifications for professional, mechanical, or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

Right to Withdraw: The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible.

ARTICLE VII.

COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

Personnel: Responding Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The supervisor(s) designated by the Responding Member must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Equipment: The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates in writing to the Requesting Member prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

Materials and Supplies: The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

Payment Period: The Responding Member must provide an itemized bill to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Requesting Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum.

ARTICLE VIII. **INSURANCE**

Each Member shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Member may enjoy.

In determining the insurance coverage to be purchased pursuant to this Article, each Member is directed to the provisions of Articles IX and X.

ARTICLE IX. LIABILITY

Employees of a Responding Member rendering aid to a Requesting Member pursuant to this Agreement shall be considered agents of the Requesting Member for tort liability and immunity purposes, and no Member or its officers or employees rendering aid to a Requesting Member pursuant to this Agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

ARTICLE X. REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature, and description, directly or indirectly arising from responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, of faulty workmanship or other negligent acts, errors, or omissions by Requesting Member or the Responding Member personnel.

ARTICLE XI.
DISPUTES

All disputes between two or more Members arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the Parties to this Mutual Aid Agreement, excluding those Members that are parties to the dispute. Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member. The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE XII.
SIGNATORY INDEMNIFICATION

Each and every Requesting Member shall and does hereby fully indemnify each and every Responding Member for each and every mutual aid assistance of any type or kind provided pursuant to the terms of this Mutual Aid Agreement or any emergency service provided herein. In consideration of the mutual covenants contained herein, each Requesting Member hereby does and will forever release, discharge and covenant to hold harmless the Responding Member and its officials, employees and agents from any and all claims, demands, damages, costs, expenses, attorneys fees, loss of services, actions and causes of actions arising out of any act or occurrence related to the providing of any service of aid or other service provided under the terms and conditions set forth in this Mutual Aid Agreement.

ARTICLE XIII.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation. The Requesting Member shall reimburse the Responding Member for all costs, benefits, and expenses associated with worker's compensation and other claims that arise from or are related to providing assistance under this Agreement. Reimbursement shall be made on a quarterly basis, or on other terms mutually agreed upon by the Requesting Member and Responding Member.

ARTICLE XIV.
NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective after the Member's governing authority executes the Agreement and the applicable Regional Committee Chair receives the Agreement. The Regional Committee Chair shall maintain a list of all Members in the respective region. The Statewide Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance Program.

ARTICLE XVI.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the applicable Regional Committee Chair and the Statewide Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice.

ARTICLE XVII.
MODIFICATION

This Agreement may be modified to accommodate operational changes as the Members gain experience with the procedures established by the Agreement and the Georgia WARN. No provision of this Agreement may be modified, altered, or rescinded by individual Parties to the Agreement. Modifications require a simple majority vote of Members within each region and a unanimous agreement between the regions. The Statewide Committee Chair must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

ARTICLE XVIII.
PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XIX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of

benefits and delegations of duties created by this Agreement are prohibited and shall be without effect.

ARTICLE XX.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement may participate in Mutual Aid and Assistance activities conducted under the State of Georgia Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this _____ day of _____ 2009.

Water/Wastewater Utility: _____

By: _____

By: _____

Title: _____

Title _____

Please Print Name

Please Print Name



For more information call:

- Sandy Smith - Gwinnett County
770-904-3206
Sandy.Smith@gwinnettcountry.com
- Ed Urheim - Georgia Rural Water Association
770-934-2075 or 770-358-0221
eu2002grwa@yahoo.com
- Bryan Wagoner
Georgia Association of Water Professionals
770-618-8690
bwagoner@gawp.org
- Amy Rammo
Georgia Environmental Protection Division
404-463-8011
Amy_Rammo@dnr.state.ga.us
- Dave Apanian
Environmental Protection Agency
404-562-9477
Apanian.David@epamail.epa.gov

“Utilities Helping Utilities”

•



**Engineering Services Committee Meeting
7/12/2010 12:50 PM
Naming of Bridge**

Department: Clerk of Commission

Caption: Consider a request to name an unnamed bridge after Ms. Kingsley W. Riley. (Requested by Commissioner Aitken)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission

MRS. KINGSLEY W. SMALL RILEY

MARCH 2, 1927 - OCTOBER 22, 2005

Kingsley W. Riley was a native of Southern Pines, NC and a Long time resident of Augusta, GA. She received her early education at West Southern Pines High School, graduating in the class of 1944. Her Bachelor of Science Degree in Elementary Education was received from Fayetteville State Teachers College in Fayetteville, NC in 1948. Her graduate study was done at North Carolina A&T College in Greensboro, NC. Being a consummate educator, she devoted most of her life to enriching the lives of others, especially children.

She began her professional career as a teacher in Burke County, Georgia and served there from 1949-1959. Mrs. Riley taught one year in Columbia County and nineteen years in Richmond County, teaching at Levi White and Bungalow Road Elementary Schools. Because of her dedication to the girls and boys of the area and her co-workers she was chosen as "Teacher of the Year" three times during her thirty years of professional service. Upon her retirement from the classroom she was elected to the Richmond County Board of Education where she continued for nineteen years in her very own way to champion the education of all children. While on the Board of Education, she served on many committees including Personnel, Student Services and chaired the Committee on Instruction.

She was a contributor to many civic and social organizations in the CSRA Community and received numerous awards such as the Rosa Parks Award, Lincoln League Award, Richmond County Board of Education and many more. Kingsley leaves as her legacy one of service to others. Her mantra was, "If I can help somebody, then my living will not be in vain".



**Engineering Services Committee Meeting
7/12/2010 12:50 PM
Naming of Bridge**

Department: Clerk of Commission

Caption: Consider a request to name an unnamed bridge after former Mayor Charles A. DeVaney. (Requested by Commissioner Aitken)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission

CHARLES ALEXANDER DEVANEY (1953-2007)

The unexpected death of **Charles DeVaney** on January 28 took all of us by surprise, and removed from our midst one of the most influential men the City of Augusta has produced in many years. Charles was so many things to so many people and organizations, it would be impossible to summarize his good deeds here with any satisfactory result. Most people thought of him as Mayor, and called him Mayor DeVaney still, even though his term ended with consolidation of the city and county on January 1, 1996.

To Historic Augusta, Charles was a friend, a counselor, a guardian angel and a board member even before he became President of the organization in 2003. It was Charles who helped Historic Augusta acquire the Wilson House in 1991 by asking City Council to appropriate SPLOST funds for its purchase. It was Charles again who did the same when the Lamar House was purchased in 1995. He persuaded the city to partner with Historic Augusta to establish the Main Street Augusta program in 1990 which led to façade restorations, Artists Row, First Friday and a much livelier downtown.

Charles helped Historic Augusta reestablish its Revolving Fund through the purchase of two downtown buildings which have become thriving businesses, and served as catalysts for revitalization of the 900 and 1000 blocks of Broad Street. Charles worked with Historic Augusta in operating the Ezekiel Harris House as a museum, and helped create a partnership between Historic Augusta and the Convention and Visitors Bureau to run a historic tour service showcasing our historic districts.

Other preservation related accomplishments that happened in Augusta on his watch and with his direct involvement include the renovation of the Old Government House, the rehabilitation of the Bell Auditorium, restoration of the Cotton Exchange and Cotton Row, the restoration of the Old Medical College, the establishment of the Augusta Canal Authority and of course, development of Augusta's Riverwalk.

Charles was very proud of Historic Augusta, and without

hesitation agreed to serve two terms as President from 2003-2005. He believed in its mission, and often remarked that it was able to accomplish what it set out to do, something that is not always the case with nonprofit organizations. He enjoyed the social aspects of its membership functions and always attended its programs and events when he could. When his home neighborhood of Olde Town was threatened with undesirable

housing at the Widows Home and Houghton School, Charles led the charge to avert certain disaster, leading to its forced sale to Historic Augusta so that the two historic buildings could be placed in the hands of a friendly owner, who materialized as our next President, Clay Boardman.

Only three days before his death, Charles met with a group of interested individuals at the Southern Milling Company, one of Historic Augusta's Endangered Properties and an anchor of the Third Level of the Augusta Canal. He was chairing a committee to instigate revitalization of that historic area of downtown Augusta.

After his tenure as President of Historic Augusta, Charles was elected an Honorary Trustee for life, and as immediate past president sat on the Executive Committee. Four days before his death, he was in attendance at the monthly Executive Committee meeting, and had agreed to chair the Audit Committee for the coming year. Through his influence, the National Park Service will be working with Historic Augusta to elevate the Boyhood Home of President Woodrow Wilson to National Historic Landmark status, something that was very important to Charles.

Charles DeVaney was a visionary and a renaissance man. He will be missed, but his work in Augusta will shine for years to come. In the immortal words inscribed at Saint Paul's Cathedral in London in reference to Sir Christopher Wren, "If you seek his monument, look around you." This would be an appropriate epitaph for Charles, who touched Augusta, the city he loved, in so many ways. ~EM



JUNIOR GIRL SCOUTS INTRODUCED TO LOCAL ARCHITECTURE

Since the beginning of February 2007, eighty-eight Girl Scouts have participated in programs offered by Historic Augusta and the Boyhood Home of President Woodrow Wilson. Brownie and Junior troops from Augusta, Columbia County, North Augusta and Aiken have met the criteria necessary to earn a "Listening to the Past" try-it or "Local Lore" badge.

A popular highlight of the Junior Scout program, aimed at 4th through 6th graders, is a walking tour of the 600 block of Greene Street. On the tour, girls examine three different styles of architecture, learn their defining characteristics and are challenged to think about which style suits them best. During their walk, they also learn about a monument dedicated to an important local female philanthropist, Emily Harvie Thomas Tubman.

If you know of a Girl Scout troop that would be interested in learning more about our badge programs or if you would enjoy volunteering through Historic Augusta as a facilitator, please call 706-724-0436 for more information. ~JJ



Junior Girl Scout Troops 307 and 319 on a walking tour of Greene Street in March.

Thank you for spreading the word about The Augusta Chronicle.

Charles A. DeVaney (AUGUSTA, Ga.)

Wednesday, Jan 31, 2007

AUGUSTA, Ga. - Entered into rest on Sunday, January 28, 2007 in Jasper County, Mr. Charles A. DeVaney, former Mayor of Augusta. Mr. DeVaney was a native and lifelong resident of Augusta. A former Mayor of Augusta, Mr. DeVaney was currently serving as Executive Director of the Southeastern Firefighters Burn Foundation. Mr. DeVaney was a member of First Baptist Church of Augusta where he served as an inactive Deacon. Survivors include his mother Hazel Lucero of Augusta, his cousins; Martha Toole, Libby Mitchell, Rick Toole, Barry Toole and his nieces and nephews; Brian Toole, Ettele Toole and Cullen Toole. Funeral services will be conducted on Friday, February 2, 2007, at 1:00 PM, from First Baptist Church of Augusta with Dr. Greg DeLoach and Dr. Jake Malone officiating. Serving as pallbearers will be Richard Swan, Mark Wilhelmi, Ed Presnell, John Patrick, Bill Karney and Jerry Wood. Serving as honorary pallbearers will be the Honorable Deke Copenhaver, Mayor of Augusta, the Honorable Peter Martin, Mayor of Godalming, England, all Past Mayors of Augusta and Charlie Bellman and Congressman D. Douglas Barnard. The family will receive friends Thursday evening, from 6:00 PM until 8:00 PM, at First Baptist Church of Augusta. In lieu of flowers memorial contributions may be made to the Southeastern Firefighters Burn Foundation, 3614 J. Dewey Gray Cir. Bldg. C, Augusta, GA 30909. Thomas Poteet & Son Funeral Directors, 214 Davis Rd. Augusta, GA 30907 (706)364-8484. Sign the guestbook at AugustaChronicle.com

The Augusta Chronicle-January 31, 2007

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Thank you for spreading the word about The Augusta Chronicle.

DeVaney will be missed

Augusta Chronicle Editorial Staff
Tuesday, Jan. 30, 2007

As president of Historic Augusta in 2003-05, and a longtime board member and citizen activist, Charles DeVaney devoted untold hours to preserving Augusta's unique history.

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But the former mayor's heart was always for Augusta's future, as evidenced by his love for Leadership Augusta and for teaching political science at Augusta State University. He clearly cherished having a role in training tomorrow's leaders.

"He was a visionary," said Erick Montgomery, executive director of Historic Augusta.

DeVaney will be remembered as the mayor who helped shepherd the Riverwalk project - today the area's No. 1 tourist attraction. He also helped preserve the Old Government House, Old Medical College and other buildings; helped create Artists' Row; and paved the way for the consolidation of the city and county governments in 1996.

Charles DeVaney was the quintessential native Augustan.

Growing up in a brick house in Olde Town, he graduated from the Academy of Richmond County and what was then Augusta College, both times with honors. He briefly considered attending the Medical College of Georgia - or, with his accomplished piano skills, he easily could have pursued a career in music. But instead he chose the law, earned his degree from Mercer University and returned to Augusta to practice.

Diving into city politics early, DeVaney lost in a five-way race in 1979 to represent the First Ward on the old Augusta City Council. But two years later he won the seat in a remarkable upset of entrenched incumbent John H. Thomason. DeVaney was just 28.

As he gained the trust and respect of fellow council members, his political capital accrued quickly.

But it was fate that propelled DeVaney to the city's highest elected office. Then-Mayor Edward M. McIntyre resigned just days after his April 1984 conviction on federal extortion charges. Talk of a replacement quickly turned to DeVaney, and just days later his colleagues elected him mayor pro tem to serve McIntyre's unexpired term. DeVaney won a full term later that year, and served as mayor until the city and county consolidated Jan. 1, 1996.

At 54, Charles DeVaney was far too young for an elder statesman, but that's in essence what he'd become in his hometown.

He was certainly too young to die, too, but did so during a one-car crash Sunday on the way back from a weekend with friends in Hilton Head.

DeVaney, who once studied in London, was a member of the Friends of Oglethorpe, a group of like-minded souls on both sides of the ocean who commiserate in tribute to Oglethorpe's leadership and ideals.

DeVaney also was a friend to burn victims, as the executive director of the Southeastern Firefighters Burn Foundation - which he was raising money for in the days before his death.

Top headlines



Teenager dies during workout
James "Brant" Goins, a 16-year-old Hephzibah boy who loved baseball and the University of Georgia, collapsed Tuesday afternoon while walking on a treadmill.

MCG provost to retire, take on new role

Woman watches man steal car, groceries

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**Engineering Services Committee Meeting
7/12/2010 12:50 PM
Northwood Road**

Department: Engineering Department-Abie L. Ladson, PE, CPESC

Caption: Approve the Deed of Dedication and Road Resolution submitted by the Augusta Engineering Department for a portion of Northwood Road.

Background: The final plat was approved by George Patty of the Planning Commission on April 21, 2010. The road and plat have been reviewed by our Construction Manager. There is no storm drain system in this portion of Northwood Road.

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 this portion of the road into the County system, all future maintenance and associated costs will be borne by Augusta, Georgia.

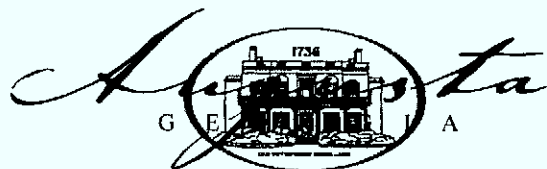
Alternatives: 1. Approve the Deed of Dedication and Road Resolution submitted by the Augusta Engineering Department for a portion of Northwood Road. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

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



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: Monday, June 18, 2010

Subject: Certificate of Acceptance
Extension of Northwood Road
File reference: 2010 – 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 the existing portion of Northwood Road appears to be in compliance with all standards and specifications set forth in said documents. Therefore, this portion of Northwood Road is hereby recommended for acceptance into the City of Augusta roadway 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
Michael Greene, Interim Director Public Services
Terri Turner, Planning & Zoning
File

PLEASE RETURN TO: J. Noel Schweers III
P.O. Box 31390
Augusta, Georgia 30903

STATE OF GEORGIA
COUNTY OF RICHMOND

RIGHT OF WAY DEED

THIS INDENTURE, made and entered into this ____ day of April, 2010, by and between **National Hills Exchange, LLC**, a Georgia limited liability company, hereinafter called party of the first part, which expression shall include the plural as well as the singular, and heirs, legal representatives, successors and assigns, where the context so requires or admits, and **Augusta-Richmond County, Georgia**, hereinafter called party of the second part, which expression shall include the plural as well as the singular, and heirs, legal representatives, successors and assigns, where the context so requires or admits.

WITNESSETH:

THAT the said party of the first part, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration by the said party of the second part, the receipt and adequacy of which are hereby acknowledged, has bargained, granted, sold, aliened, conveyed and confirmed, and by these presents does bargain, grant, sell, alien, convey, confirm and quitclaim unto the said party of the second part, the property described on Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER WITH, all and singular, the rights, ways, easements, members, privileges and appurtenances to the said property, being, belonging, or in any way appertaining, and the rents, reversions, issues and profits thereof, and of every part thereof.

TO HAVE AND TO HOLD said property, and all and singular said rights and privileges, unto the said party of the second part, in fee simple, forever.

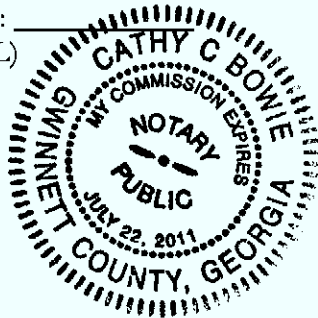
IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in our presence
in Gwinnett County, State of
Georgia

Becky Kicklighter
Witness

Cathy C. Bowie
Notary Public, Gwinnett County,
State of Georgia

My Commission Expires: _____
(SEAL)



National Hills Exchange, LLC,

By: [Signature]
JAMES S. TIMBERLAKE
As its: MEMBER / MANAGER

Accepted by Augusta, Georgia
By and through its Commission

By: _____
As the Mayor

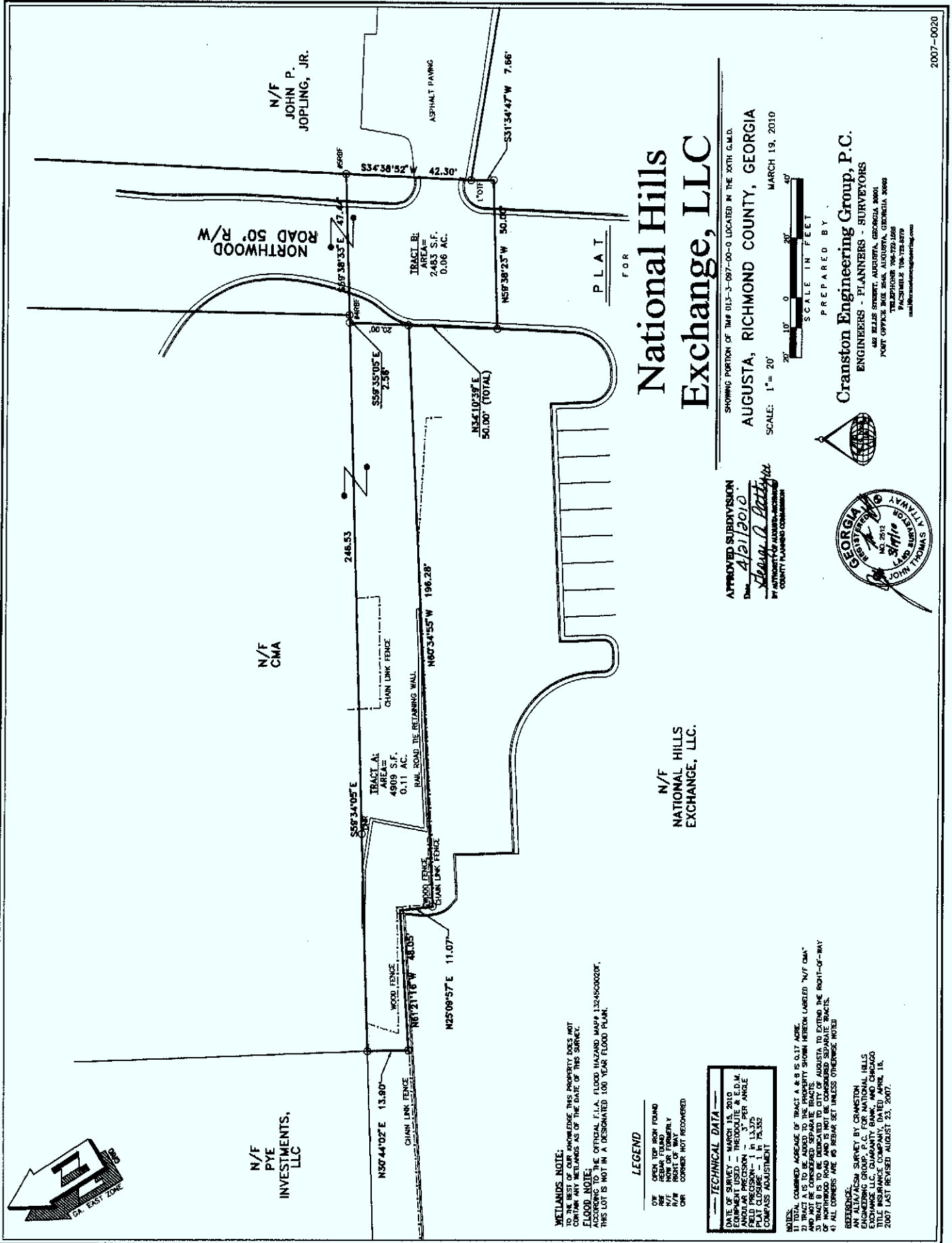
AGM
6/17/10

Attest: _____
Clerk of Commission

Exhibit "A"

All that lot, tract or parcel, of land, together with improvements thereon, if any, lying, being, and situate in the State of Georgia, County of Richmond, being designated as "TRACT B" containing 0.06 of an acre as shown of a plat prepared by Cranston Engineering Group, P.C., dated March 19, 2010, a copy of which is recorded simultaneously herewith in Book 6, page 140, in the Office of the Clerk of Superior Court of Richmond County, Georgia, reference being made to said plat for a more complete and accurate description as to metes, bounds, courses, locations and distances of said property.

Portion of Tax Map Parcel Number: 013-3-097-06-0



RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Richmond County desires to make Northwood Road of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Northwood Road 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 Northwood Road
Extending SW approx. 50'
- (b) Length of road to nearest 1/100th mile:
0.01 mile
- (c) Width & type of road surface:
The road width varies from back of curb to back of curb; type E asphalt
- (d) Right-of-Way:
50 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: _____



**Engineering Services Committee Meeting
7/12/2010 12:50 PM**

Purchase of wetland mitigation credits for AUD Fort Gordon Forcemain project.

Department: Utilities

Caption: Approve funding in the amount of \$47,115.00 for the purchase of wetland mitigation credits to offset wetland areas disturbed during the Fort Gordon Forcemain Sanitary Sewer Connection project.

Background: The Fort Gordon Forcemain Sanitary Sewer is a sewer forcemain connecting the fort to the Spirit Creek trunkline. This forcemain will serve approximately 70% of the base flow and will complete the Municipal Services Agreement connection contract signed in September 2006. The sewer line will be constructed through a wetland area, requiring 5.59 mitigation credits for the wetland impacts and 357 mitigation credits for stream impacts. These credits must be purchased prior to the beginning of construction with proof of purchase presented to the US Army Corps of Engineers. Phinizy Mitigation Bank was contacted to provide wetland mitigation credits and Bath Branch Mitigation Bank was contacted to provide stream credits.

Analysis: Both mitigation banks were contacted, and they have provided an invoice for the purchase of wetland mitigation credits.

Financial Impact: The cost to purchase these credits is \$47,115.00. These funds are available from account 507043420-5212115/88880001-5212115

Alternatives: The alternatives are: 1. Do not purchase the credits and place the project on hold. 2. Proceed with the current plan to purchase credits from the respective banks.

Recommendation: Approve funding in the amount of \$47,115.00 for the purchase of wetland mitigation credits to offset wetland and stream areas disturbed during the Fort Gordon Forcemain Sanitary Sewer Connection project.

Funds are Available in the Following Accounts: 507043420-5212115/88880001-5212115

REVIEWED AND APPROVED BY:

Cover Memo

Finance.

Procurement.
Law.
Administrator.
Clerk of Commission

MERRY LAND PROPERTIES, LLC

5/28/10

Wes Byne
ZEL Engineers
435 Telfair St.
Augusta, GA 30901
WByne@zelengineers.com

Mr. Byne,

The Phinizy Swamp Mitigation Bank is prepared to sell 5.59 wetland mitigation credits to the Augusta Utilities Department. The cost will be \$3,000 per whole credit or \$16,770.00 total.

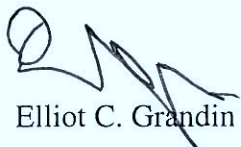
Please note that the following will be needed to complete the transaction:

- Permittee Name
- Dept. of the Army File number provided to the client for the project.

Please send payment and the information requested to our address below and we will instruct the Corps to release the credits to you.

Payments: **ML South Augusta, LLC**
209 7th Street
Suite 300
Augusta, GA 30901

Thank you,



Elliot C. Grandin

MERRY LAND
PROPERTIES, LLC

5/28/10

Wes Byne
ZEL Engineers
435 Telfair St.
Augusta, GA 30901
WByne@zelengineers.com

Mr. Byne,

The Bath Branch Mitigation Bank is prepared to sell 357.0 stream mitigation credits to the Augusta Utilities Department. The cost will be \$85 per whole credit or \$30,345.00 total.

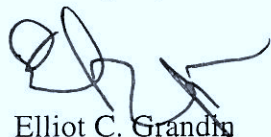
Please note that the following will be needed to complete the transaction:

- Permittee Name
- Dept. of the Army File number provided to the client for the project.

Please send payment and the information requested to our address below and we will instruct the Corps to release the credits to you.

Payments: **Bath Branch Augusta, LLC**
209 7th Street
Suite 300
Augusta, GA 30901

Thank you,



Elliot C. Grandin



**Engineering Services Committee Meeting
7/12/2010 12:50 PM
Receive as Information Solid Waste Fees for 2010**

Department: Solid Waste

Caption: Receive as information Solid Waste Fees for 2010 tax year.

Background: Each year since 2006, solid waste fees have been billed on the property owner's tax statement. As a result, the property owner actually pays for their solid waste service at the end of the year. This year is no different, as information for tax bills are currently being compiled and should be mailed to the owners in the fall of 2010 for the 2010 calendar year.

Analysis: As approved by the "Resolution Defining a Unit of Service for Solid Waste Collections" in 2005; the Augusta Commission authorized the Director of Solid Waste to adjust annually all full and fractional service unit rates by an amount equal any increase in the CPI for the previous year". According to the Bureau of Labor Statistics, the CPI increased 1.8% for the year ending December 2009. The current fees for residential solid waste customers in Augusta are \$296.50 per year for those in the suburban area and a \$101.50 fee plus \$195 per household from the millage for those in the urban area. The urban fees are made up of both millage and fee components. An increase based on the CPI would provide a fee increase of \$5.34, which we rounded up to \$5.50, and change the fees from \$296.50 per year to \$302.00 for the suburban area and a \$107.00 fee plus millage for the urban area.

Financial Impact: This nominal increase generates about \$330,000.00 in revenues. However, this increase will be offset by higher contract costs and other increased operational expenses.

Alternatives: None

Recommendation: Receive the above as information

Funds are Available in the Following Accounts: None needed at this time.

REVIEWED AND APPROVED BY:

Cover Memo

**Finance.
Law.**



**Engineering Services Committee Meeting
7/12/2010 12:50 PM
Storm Sewer Main near Kroc Center Property**

Department: Clerk of Commission

Caption: Consider a request from The Salvation Army regarding the limitation of the replacement length of a storm sewer main near the Kroc Center property.

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: The Salvation Army (Captain Todd Mason), W.R. Toole Engineers (Tom Dunaway, PE and Charles Hall, AICP)

Address: 1005 Broad Street, Suite 200, Augusta, GA 30901

Telephone Number: (706) 722-4114

Fax Number: (706) 722-6219

E-Mail Address: tdunaway@wrtoole.com

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

The Salvation Army Ray & Joan Kroc Corps Community Center:

Construction of the Ray & Joan Kroc Corps Community Center will impact sections of an existing City of Augusta storm sewer main that extends along the alignment of the former Pearl Avenue, between Eve Street and Broad Street. As a result of the impact, The Salvation Army is proposing to completely replace the existing main within the limits of the Kroc Center property. However, the City of Augusta is requiring The Salvation Army to extend the limits of the replacement beyond Kroc Center property lines to include replacement within Eve Street. Replacement work within Eve Street will require extensive excavation, pavement removal, and probable road closures. We respectfully request consideration of limiting the required replacement length to only that within the Kroc Center property. This request requires no monetary investment from the City of Augusta.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Room 806 Municipal Building
530 Greene Street
Augusta, GA 0911

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
7/12/2010 12:50 PM
Update Richmond County RADAR Permit**

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

Caption: Authorize Traffic Engineering to submit application to update the County RADAR permit.

Background:

Analysis: The Official Code of Georgia requires that a permit be issued by the state in order to enforce speed limits using detection. Since the last permit update, several school zones have been added and speed limits have changed. The purpose of this application is to update our current permit with Georgia DOT to reflect these proposed changes.

Financial Impact: No financial impact

Alternatives: 1). Authorize the Traffic Engineering Section to submit proposed application to Georgia DOT 2) Do not approve.

Recommendation: Approve alternative one.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

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

LIST NUMBER

LIST OF ROADWAYS
for
CITY OF AUGUSTA-RICHMOND COUNTY, GEORGIA

The City of AUGUSTA-RICHMOND COUNTY is hereby requesting that the following roadways be approved for the use of speed detection devices:

ON-SYSTEM

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE LOG	TO	MILE LOG	LENGTH IN MILES	SPEED LIMIT
28	Augusta-Richmond County	South Carolina State Line	0.00	0.15 mi east of Laney Walker Blvd CR 475	0.85	0.85	45
4	Augusta-Richmond County	Jefferson County Line	0.00	0.14 mi. north of BRS0030 UNK	3.48	3.48	65

OFF SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Augusta West Parkway CR 804	Augusta- Richmond County	CR 1501 Wrightsboro Road	CR 601 Wheeler Road	1.30 mi	35
Bath-Edie Road CR 58	Augusta-Richmond County	State Route 88	0.30 mi. east of Keysville Road CR1502	2.06 mi	45
Bennoch Mill Road CR 17	Augusta-Richmond County	State Route 56 Mike Padgett Highway	CR 1933 Swamp Road	4.63 mi	45
Browns Road CR 1513/CR 1514 "School Zone"	Augusta-Richmond County "South Augusta Middle School" School Days Only	0.29 mi. west of CR 1514 McElmurray Road	0.12 mi. east of CR 1514 McElmurray Road	0.41 mi	25
Crane Ferry Road CR 2073	Augusta-Richmond County	CR 0649 Pleasant Home Road	CR 0571 Warren Road	0.81mi	30

CITY OF Augusta-Richmond County

LIST NUMBER

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Crosscreek Road CR 1715	Augusta- Richmond County	CR 0065 Windsor Spring Road	CR 1176 Monmouth Drive	1.1 mi	30
Eighth Street CR 1307 "School Zone"	Augusta- Richmond County <i>"Immaculate Conception School"</i> School Days Only	0.01 mi. south of State Route 28 Greene Street	0.03 mi. south of CR 1307 Telfair Street	0.11 mi	25
Eisenhower Drive CR 0540	Augusta- Richmond County	State Route 28 Washington Road	CR 0541 Springwood Drive	0.73 mi	30
Flowing Wells Road CR141	Augusta- Richmond County	CR 1501 Wrightsboro Road	CR 754 Frontage Road	1.21 mi	35
Hephzibah- McBean Road CR 1504	Augusta- Richmond County	0.53 mi. east of CR 1516 Old Waynesboro Riad	State Route 56 Mike Padgett highway	1.99 mi	45
Hephzibah- McBean Road CR 1504	Augusta- Richmond County	0.80 mi. west of State Route 56 Mike Padgett Highway	State route 56 Mike Padgett Highway	0.80 mi	45
Hephzibah- McBean Road CR 1504 "School Zone"	Augusta- Richmond County <i>"Hephzibah- McBean Elementary"</i> School Days Only	0.10 mi. east of CR 22 Clark Street	0.39 mi. west of CR 0887 Westbrook Road	0.50 mi	35
Keysville Road CR1509	Augusta- Richmond County	Burke County Line	0.74 mi. south of State Route 88	2.4 mi	55
Kings Chapel Road CR 0843	Augusta- Richmond County	State Route 28 Washington Road	CR 0571 Warren Road	0.91mi	30
Mayo Road CR 572	Augusta- Richmond County	CR 1309 Big Hunt Road	Cr 564 Stevens Creek Road	0.54 mi	35
McElmurray Road CR 1514 "School Zone"	Augusta- Richmond County <i>"South Augusta Middle School"</i> School Days Only	CR 1513/ CR 1514 Browns Road	0.27 mi. south of CR1513/CR 1514 Browns Road	0.27 mi	25
Northwood Drive CR 0548	Augusta- Richmond County	North edge of National Hills parking lot	CR 0541 Springwood Drive	0.61 mi	30
Northwood Drive CR 0548 "School Zone"	Augusta- Richmond County <i>"National Hills Elementary"</i> School Days Only	CR 0545 Dan Street	CR 0541 Springwood Drive	0.21 mi	25

CITY OF Augusta-Richmond County**LIST NUMBER**

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Old Waynesboro Road CR 1516	Augusta- Richmond County	CR 1504 Hephzibah-McBean Road	CR 02 4-H Club Road	7.0 mi	45
Old Waynesboro Road CR 1516	Augusta- Richmond County	Burke County Line	CR 1504 Hephzibah-McBean Road	2.75 mi	55
River Ridge Drive CR 0550	Augusta- Richmond County	State Route 28 Washington Road	CR 0541 Springwood Drive	0.71 mi	30
Russell Street A1117 "School Zone"	Augusta- Richmond County "Academy of Richmond County" School Days Only	A 1112 Hampton Avenue	A 1118 Bransford Avenue	0.19 mi	25
Smith Creek Road CR 2071	Augusta- Richmond County	CR 1543 Brookwood Drive	CR 0546 Oakdale Road	0.31 mi	30
Story Mill Road CR 1510	Augusta- Richmond County	CR 58 Fulcher Road	H 743 Quail Run Drive	3.1 mi	55
Telfair Street Cr 1307 "School Zone"	Augusta- Richmond County "Immaculate Conception School" School Days Only	0.04 mi. east of A 1286 Eighth Street	0.11 mi. west of A 1286 Eighth Street	0.15 mi	25
Warren Road CR 0571	Augusta- Richmond County	State Route 28 Washington Road	CR 0843 Kings Chapel Road	1.1 mi	30
Windsor Spring Road CR 65 "School Zone"	Augusta- Richmond County "Diamond Lakes Elementary" School Days Only	0.10 mi. south of CR 1392 Anthony DeJuan Pkwy	0.10 mi. south of CR 0039 Travis Road	0.25 mi	25
Woodlake Road CR 1018	Augusta- Richmond County	CR 0065 Windsor Spring Road	Dead End	0.75 mi	30
Spirit Creek Road CR 1020 "School Zone"	Augusta- Richmond County "Diamond Lakes Elementary" School days Only	CR 0065 Windsor Spring Rd	CR 1393 Michael Place	0.23 mi	25
Alexander Drive CR 0560	Augusta- Richmond County	CR 28 Washington Road	CR 104 Riverwatch Parkway	0.85	30

CITY OF Augusta-Richmond County

LIST NUMBER

**ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY
REPEALED.**

Signature of Governing Authority:

Honorable, Deke S. Copenhaver, Mayor

Sworn and Subscribed before me this _____ day of _____, 2010

NOTARY PUBLIC or Clerk