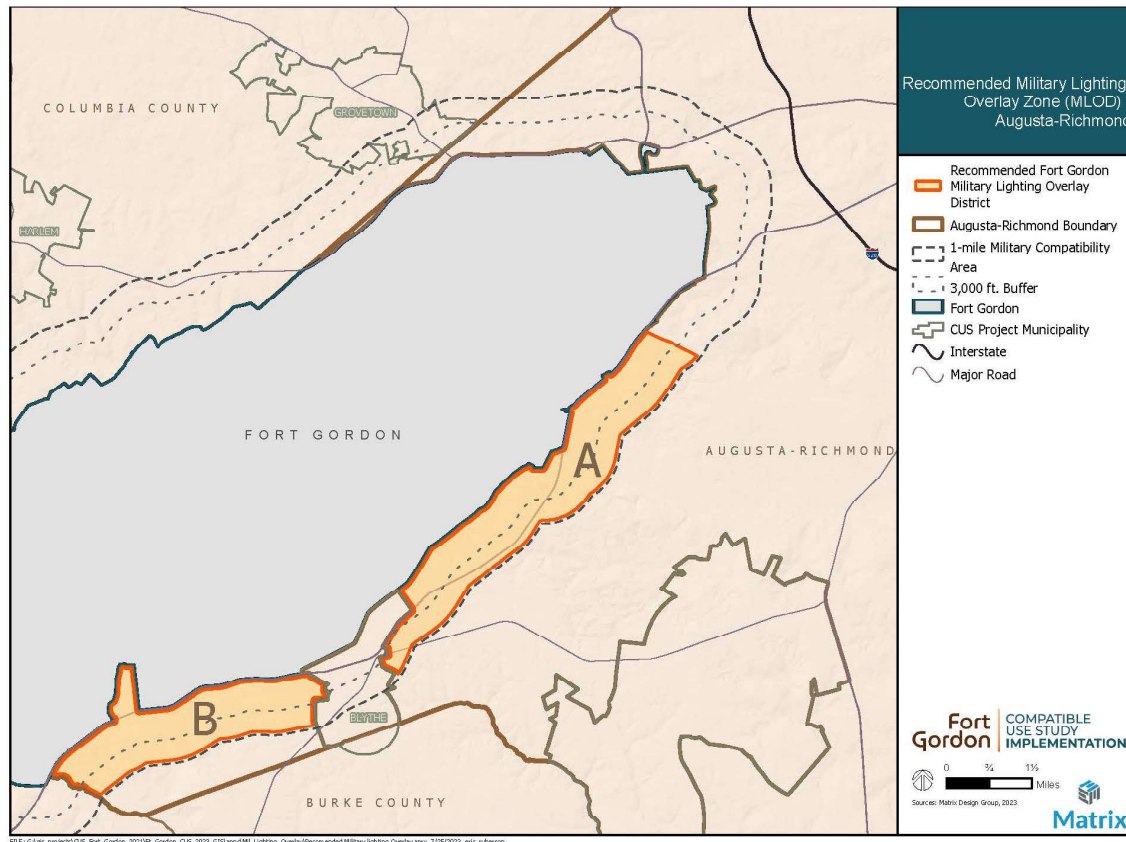


MEMORANDUM OF UNDERSTANDING BETWEEN
AUGUSTA-RICHMOND COUNTY
AND
FORT EISENHOWER
FOR
MILITARY COMPATIBILITY
AGREEMENT NUMBER IM W6CBAA-230074-004 MOA

1. This is a Memorandum of Understanding (MOU) between Augusta-Richmond County, Georgia (hereinafter referred to as “the County of Augusta-Richmond”) and Fort Eisenhower (formerly Fort Gordon). When referred to collectively, the County and Fort Eisenhower are referred to as the “Parties”.
2. Background: A Compatible Use Study (CUS) was completed in 2019 for Fort Eisenhower by the Central Savanna River Area – Regional Commission. The CUS included recommendations to enhance compatible development and relationship between the community and Fort Eisenhower.

The geographic area for which this MOU is applicable is illustrated on Figure 1, and includes:

- State mandated 3,000-foot notification area per Georgia Code § 36-66-6
- 1-mile CUS Military Compatibility Area



3. Purpose: The purpose of this MOU is to establish a mutually beneficial process for ensuring timely and consistent procedures for the review of development applications. Development applications subject to this MOU include, but are not necessarily limited to:

- Request for a change in a future land use designation through a comprehensive plan amendment or update
- Request to rezone property or request for variance
- Amendments to zoning text
- Major subdivision plats
- Planned unit development
- Request for telecommunication tower development

4. PROCEDURES FOR NOTIFICATION

The following notification and review procedures are intended to provide timely receipt, review, and comment by Fort Eisenhower on development applications early in the County of Augusta-Richmond's review process and prior to approval, subject to the County of Augusta-Richmond review and approval process and timeframes.

- 4.1. The County of Augusta-Richmond will provide written notice to Fort Eisenhower within five (5) business days of completion of a development application, if located within the specified area in Section 2. The notice will include materials from the application packet that provide the recipient information about the proposal.
- 4.2. Fort Eisenhower will review the information and submit written comments to the County of Augusta-Richmond within ten (10) business days of receiving the application. Written comments from Fort Eisenhower will include any relevant concerns relating to adverse impacts on the Fort Eisenhower mission, and/or public health and safety.

The Parties agree that Fort Eisenhower responses are advisory in nature and the County cannot require an applicant to meeting recommendations that the County does not have legal authority to enforce, although the County can request applicants comply with the recommendations at the County's discretion.

If it is determined that there are no concerns with the development application, Fort Eisenhower will provide written notification to the County of Augusta-Richmond acknowledging completion of review and findings of no adverse impact within the ten (10) business day period.

If Fort Eisenhower does not provide written comments to the County of Augusta-Richmond within the ten (10) business day period, the development application will be deemed to have no adverse impact on Fort Eisenhower.

- 4.3. The County of Augusta-Richmond shall review and consider the Fort Eisenhower comments and concerns when addressing the development application.
- 4.4. The County shall provide written notice to Fort Eisenhower when a public hearing is scheduled for a proposed development that was submitted to Fort Eisenhower for review.
5. Procedure for Notifications of Fort Eisenhower Plans, Programs, and Projects that which could affect the County of Augusta-Richmond
 - 5.1. Fort Eisenhower will immediately notify the County of Augusta-Richmond upon formally changing base operations, activities, and/or procedures that may impact land outside the Fort Eisenhower fenceline, including, but not limited to:
 - 5.1.1. Permanent or temporary change in operational hours, or entry control point access.
 - 5.1.2. Adopting and/or updating plans and studies, such as installation or area development plans, or changes to standard operating procedures.
 - 5.1.3. Notice of construction for any projects specific to streets and highways such as modifications to entry control points which may create temporary or permanent impacts to traffic circulation.
 - 5.2. The County will review the information and return any relevant comments to Fort Eisenhower within ten (10) business days.
 - 5.3. The County of Augusta-Richmond will direct public comments and concerns to the Fort Eisenhower Public Affairs Office:

Fort Eisenhower Public Affairs Office
307 Chamberlain Avenue
Darling Hall, Bldg. 33720
Suite 382
Fort Eisenhower, GA 30905
Phone: (706) 791-6011

- 5.4. POINTS OF CONTACT: Fort Eisenhower shall establish a group email address that is maintained as the primary Point of Contact between the Parties for purposes of this MOU.

EMAIL: usarmy.Eisenhower.usag.mbx.cus@army.mil

IN ADDITION, the following points of contact will be used by the Parties to implement this MOU when necessary. Each Party may change its point(s) of contact by making written notice to all other Parties.

5.4.1. For Augusta-Richmond County

5.4.1.1. Primary:

Mailing Address: 535 Telfair St. Suite 300

Augusta, GA 30901

Name: Carla Delaney

Phone: 706-821-1796

Email: CDelaney@augustaga.gov

5.4.1.2. Secondary:

Mailing Address: 535 Telfair St. Suite 300

Augusta, GA 30901

Name: Mariah Harris

Phone: 706-821-1796

Email: mharris2@augustaga.gov

5.4.2. For Fort Eisenhower

5.4.2.1. Primary: Kelly Daniels

Mailing Address: 307 Chamberlain Avenue

Ft. Eisenhower, GA 30905

Phone: 706-791-7719

Email: kelly.daniels14.civ@army.mil

5.4.2.2. Secondary: Michael Franks

Mailing Address: 527 15th St.

Ft. Eisenhower, GA 30905

Phone: 706-762-6012

Email: Michael.s.franks.civ@army.mil

6. GENERAL PROVISIONS:

- 6.1. **PERSONNEL:** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
- 6.2. **FUNDS AND MANPOWER:** This MOU does not document nor provide for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources.
- 6.3. **MODIFICATION OF MOU:** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.
- 6.4. **DISPUTES:** Any disputes relating to this MOU will, subject to any applicable law, Executive Order, directive, or instruction, be resolved by consultation between the Parties or in accordance with Department of Defense Instruction 4000.19.
- 6.5. **TERMINATION OF UNDERSTANDING:** This MOU may be terminated by either Party at any time by giving at least thirty (30) days' notice thereof in writing to the other Party.
- 6.6. **TRANSFERABILITY:** This MOU is not transferable except with the written consent of the Parties.
- 6.7. **ENTIRE UNDERSTANDING:** It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.
- 6.8. **EFFECTIVE DATE:** This MOU takes effect beginning on the day after the last Party signs.
- 6.9. **EXPIRATION DATE:** This MOU expires ten (10) years after the last party signs.

AGREED:

FOR THE USAG-FG

EVANS.REGINALD.
KEITH.1234604488

Digitally signed by
EVANS.REGINALD.KEITH.1234604
488
Date: 2023.08.15 20:45:15 -04'00'

REGINALD K. EVANS
COL, SC
Commander, USAG Fort Eisenhower

FOR AUGUSTA-RICHMOND COUNTY

Garnett L. Johnson
Mayor of Augusta

Mid-Point Review Due Date: _____

Mid-Point Review completed by: _____